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AFTER RECORDING RETURN TO:

Sage Business Park LLC
320 Texas Ave, Fl 2
El Paso, TX 79901

DECLARATION OF EASEMENTS

of

SAGE BUSINESS PARK

El Paso County, Texas

Declarant: Sage Business Park LLC, a Texas limited liability company

Manager: Sage Park Management LLC

Property: Sage Business Park, El Paso County, Texas

Effective Date: April 16, 2026

This instrument prepared by and should be returned to:

George M. Dipp, Manager
Sage Business Park LLC

This Declaration of Easements (this "Declaration") is made and entered into as of the Effective Date set forth above by Sage Business Park LLC, a Texas limited liability company ("Declarant"), for itself, its successors, and assigns, and for the benefit of all present and future owners of Lots within Sage Business Park.

RECITALS

A. Declarant is the owner of certain real property located in El Paso County, Texas, more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property"), which Declarant has developed and continues to develop as a commercial business park known as "Sage Business Park."

B. The Property has been or will be subdivided into separately owned parcels ("Lots"), each conveyed in fee simple to individual owners ("Owners"), together with common areas, shared parking, internal roads, driveways, utility corridors, drainage facilities, signage areas, and other shared infrastructure essential to the operation, access, and enjoyment of the Property.

C. The functional design of Sage Business Park requires that every Lot have perpetual, reliable access to public roads, shared parking, pedestrian circulation, utility services, stormwater drainage, signage

visibility, and telecommunications infrastructure through a system of easements that run with the land and bind all present and future Owners regardless of subsequent conveyances, subdivisions, or changes in ownership.

D. Declarant has designated Sage Park Management LLC, a Texas limited liability company (“Manager”), as the initial property manager of Sage Business Park, with authority to maintain, administer, and enforce the easements established herein, as more fully provided in the Declaration of Covenants and Restrictions of Sage Business Park LLC (the “Covenants”), recorded or to be recorded in the Official Public Records of El Paso County, Texas.

E. Sage Business Park is an active, multi-phase development. Declarant requires the flexibility to reconfigure parking, relocate internal access routes, reroute utility corridors, install drainage infrastructure, grant easements to utility providers and governmental authorities, and annex additional land into the easement framework as each phase of the development is constructed, all while maintaining equivalent access, parking, utility, and drainage service to existing Owners.

F. Declarant intends by this Declaration to establish, grant, reserve, and dedicate perpetual easements benefiting each Lot and the Property as a whole, to ensure that every Owner, Occupant, and their respective employees, agents, contractors, customers, and invitees have uninterrupted access, parking, utility service, drainage, signage visibility, telecommunications connectivity, and related rights necessary for the use, enjoyment, and development of their Lots and the common facilities of Sage Business Park.

G. This Declaration is intended to be recorded as a separate instrument in the Official Public Records of El Paso County, Texas, and is designed to be independently enforceable regardless of the recording status, amendment, or termination of the Covenants, so that the easement rights established herein shall survive and benefit the Property and each Lot in perpetuity.

H. Access to and from the Property, and the full use and enjoyment of individual Lots, may depend in whole or in part upon easement agreements with adjacent property owners recorded in the Official Public Records of El Paso County, Texas, and Declarant intends by this Declaration to recognize, confirm, and incorporate those agreements.

I. Declarant intends for Sage Business Park to be developed and operated primarily as a medical campus, with permitted uses including medical, dental, diagnostic, surgical, therapeutic, and related healthcare and wellness uses as more fully described in Section 15.3(a) of the Covenants. The medical campus use requires specialized easement provisions for emergency vehicle access, medical waste and biohazard transport, and coordination with the Manager’s medical campus operational authority under Section 4.15 of the Management Agreement. This Declaration establishes such easements to ensure that the Property’s easement framework supports and facilitates the medical campus operations of Sage Business Park.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following easements, conditions, and restrictions, which shall run with the land and be binding upon all parties having any right, title, or interest in the Property or any part thereof, and shall inure to the benefit of each Owner of any Lot within Sage Business Park.

ARTICLE I – DEFINITIONS

As used in this Declaration, the following terms shall have the meanings set forth below. Capitalized terms not defined herein shall have the meanings ascribed to them in the Covenants.

1.1 Common Areas

All portions of the Property outside of the buildings on individually owned Lots that are designated or used for the common benefit of Owners, Occupants, and their employees, agents, and invitees, including but not limited to sidewalks, walkways, landscaped areas, parking areas, driveways, seating areas, green spaces, signage areas, lighting fixtures, drainage facilities, detention areas, telecommunications infrastructure, and any other shared infrastructure or amenities within Sage Business Park.

1.2 Covenants

The Declaration of Covenants and Restrictions of Sage Business Park LLC, recorded or to be recorded in the Official Public Records of El Paso County, Texas, as the same may be amended, restated, or supplemented from time to time.

1.3 Declarant

Sage Business Park LLC, a Texas limited liability company, and its successors and assigns. For purposes of this Declaration, "successor" includes any entity to which Declarant assigns its reserved rights under Article XII, whether by written assignment, merger, reorganization, or operation of law.

1.4 Declarant Control Period

The period beginning on the date this Declaration is recorded and ending on the date on which the Declarant (together with any affiliates of the Declarant) owns less than twenty-five percent (25%) of the total land area of all Lots within Sage Business Park as determined by the most recent survey or plat of record. The Declarant Control Period shall terminate automatically upon the occurrence of such event without any further action required. If additional land is annexed into the Property pursuant to Section 12.6, the total land area of all Lots shall be recalculated to include the annexed Lots for purposes of determining whether the 25% threshold has been met.

1.5 Easement Area

The "Easement Area" on each Lot shall be: (a) the easement areas, corridors, and rights-of-way as shown on the recorded plat(s) of the Property, the ALTA/NSPS Land Title Survey of the Property prepared by Huitt-Zollars, Inc. (PROL No. R317411.01), dated May 2024 (Revised May 21, 2024), as attached hereto as Exhibit B (and as referenced in the Declaration of Covenants and Restrictions of Sage Business Park), any site plan approved by the ACC under Section 14.5 of the Covenants for that Lot, and any recorded easement instruments affecting the Property, all of which shall control the location, scope, and extent of the Easement Area on each Lot; and (b) only where no plat-delimited, survey-delimited, site-plan-delimited, or instrument-delimited easement area exists for a particular purpose at a particular location on a Lot, a default fallback strip consisting of ten (10) feet in width adjacent to and parallel with the front and rear boundary lines of the Lot, and five (5) feet in width adjacent to and parallel with each side boundary line of the Lot, measured inward from the applicable boundary line. The default fallback strip described in clause (b) shall apply only as a gap-filler where no recorded plat, survey, site plan, or instrument addresses the easement area in question, and shall not be construed to add to, expand, or supersede any easement area that is delineated on the recorded plat(s), the ALTA/NSPS Land Title Survey, an approved site plan, or a recorded easement instrument. The default fallback strip shall not apply to or encumber any portion of a Lot that is situated within an approved Building Envelope or beneath an existing permanent structure approved by the ACC. In the event of any conflict between the default fallback strip and an easement area depicted on the recorded plat(s), the ALTA/NSPS Land Title Survey, an approved site plan, or a recorded instrument, the recorded plat, survey, site plan, or instrument shall control.

1.6 First Lien Lender

Any holder of a first lien deed of trust encumbering a Lot within Sage Business Park.

1.7 Lot

Any parcel of land within the Property that is described by metes and bounds in a recorded deed or conveyance in the Official Public Records of El Paso County, Texas, and conveyed in fee simple to an Owner, including any Improvements thereon. "Lot" includes any parcel annexed into the Property pursuant to Section 12.6.

1.8 Manager

Sage Park Management LLC, a Texas limited liability company, or any successor property manager designated in accordance with the Covenants.

1.9 Manager-Maintained Areas

All Common Areas and, on each Lot, the following: (i) parking areas, including paving surfaces, striping, sealcoating, curbing, wheel stops, storm drainage within or serving parking areas, and parking lot lighting; (ii) sidewalks, walkways, and pedestrian connectors; (iii) landscaping visible from public areas or other Lots; (iv) common signage, monument signs, and wayfinding fixtures; (v) common area lighting; (vi) internal roads, driveways, drive aisles, fire lanes, and access routes; (vii) building exteriors (excluding roof structures, roof membranes, exterior glazing, and structural components); (viii) stormwater detention and drainage facilities serving multiple Lots or the Property as a whole; and (ix) telecommunications conduit, junction boxes, and shared fiber infrastructure within Common Areas.

1.10 Occupant

Any person or entity in lawful possession or use of all or any portion of a Lot, whether as a tenant, subtenant, licensee, or other authorized user, including their employees, agents, contractors, customers, and invitees.

1.11 Owner

The record holder(s) of fee simple title to any Lot within the Property, as shown in the Official Public Records of El Paso County, Texas, including their heirs, successors, and assigns. "Owner" includes contract purchasers in possession under an executory contract of sale but does not include any party holding only a lien, mortgage, deed of trust, or other security interest in a Lot.

1.12 Property

The real property described in Exhibit A, together with all Improvements thereon and all appurtenances thereto, and any additional land annexed into Sage Business Park pursuant to Section 12.6.

1.13 Recorded Access Easements

Easement agreements with adjacent property owners recorded in the Official Public Records of El Paso County, Texas, including without limitation any Easement Agreement for Vehicular and Pedestrian Access, Ingress, Egress, and Utility Easement Rights, that benefit or burden the Property or any Lot therein.

1.14 Building Envelope Area

As defined in Section 5.1(A) of the Covenants, "Building Envelope Area" means the total area under roof per the as-built survey for each Lot, including all enclosed space, covered porticos, colonnades, covered walkways, and any other area under permanent roof structure. Building Envelope Area is the unit of measurement for all voting, consent, and amendment calculations under this Declaration, as provided in Article XV.

ARTICLE II – GENERAL EASEMENT RESERVATIONS

2.1 Reservation of Easements

Declarant hereby reserves to itself, its successors, and assigns, and grants to the Manager, perpetual, nonexclusive easements and rights-of-way over, under, across, and through the Easement Areas on each Lot for the purposes of installing, constructing, maintaining, repairing, replacing, and operating: (a) utility lines, conduits, pipes, cables, wires, and related equipment and infrastructure for water, sewer, gas, electric, telephone, cable, fiber optic, stormwater drainage, and any other utility service; (b) slope control, grading, erosion prevention, and drainage facilities; (c) stormwater detention, retention, and conveyance structures; (d) telecommunications conduit, fiber optic cable, junction boxes, and related infrastructure; and (e) any other infrastructure necessary for the development, operation, and maintenance of Sage Business Park.

2.2 Right of Entry

Declarant, the Manager, and their respective agents, employees, and contractors shall have the right to enter any Lot within the Easement Area, at reasonable times and upon reasonable notice (except in emergencies, in which case entry may be immediate without notice), to exercise the easement rights granted under this Article. Upon completion of any work, the Declarant or Manager shall restore the affected portion of the Lot to substantially the same condition as existed immediately prior to the entry, at the expense of the party performing the work.

2.3 No Interference with Easement Areas

No Owner shall place or permit to be placed any Improvement, structure, fence, barrier, landscaping, or obstruction of any kind within the Easement Area on the Owner's Lot that would interfere with, impede, or prevent the exercise of the easement rights reserved under this Article, without the prior written consent of the Manager. If any Owner places or permits any obstruction within the Easement Area, the Manager may, after providing reasonable notice (not to exceed ten (10) days, or forty-eight (48) hours for obstructions posing safety or access concerns), remove such obstruction at the Owner's sole cost and expense.

2.4 Relocation of Easements

(a) The Declarant (during the Declarant Control Period) or the Manager (with the Declarant's prior written consent) may relocate any utility easement, drainage easement, or telecommunications easement within a Lot to an alternative location on the same Lot, provided that: (i) the relocation does not materially increase the burden on the affected Lot beyond what is reasonably necessary; (ii) the relocated easement provides substantially equivalent utility, drainage, or telecommunications service; (iii) the Declarant or Manager bears the cost of the relocation; and (iv) the Declarant or Manager provides the affected Owner with at least thirty (30) days' prior written notice of the relocation (except in emergencies). (b) Upon completion of a relocation under this Section, the Declarant or Manager shall record a notice of easement relocation in the Official Public Records of El Paso County, Texas, describing the new easement location by reference to the applicable survey or site plan. (c) No relocation under this Section shall impair the security interest of any First Lien Lender in the affected Lot.

ARTICLE III – CROSS-PARKING EASEMENTS

3.1 Grant of Cross-Parking Easement

A perpetual, nonexclusive cross-access and cross-parking easement is hereby granted, established, and declared over and across all parking areas within Sage Business Park, whether located on an individually

owned Lot or within Common Areas. This easement benefits each Lot and the Property as a whole, and runs with the land.

3.2 Scope of Parking Rights

All Owners, Occupants, and their respective employees, agents, contractors, customers, and invitees shall have the right to use all parking areas within Sage Business Park for vehicular parking and access purposes. No Owner shall restrict or limit the use of parking areas on the Owner's Lot to only the Owner's own use or the use of the Owner's invitees, except as provided in Section 3.3.

3.3 Permitted Parking Reservations

The following limited exclusions from the cross-parking easement are permitted: (a) up to two (2) reserved parking spaces per Lot, designated by the Owner with the prior written approval of the Manager; (b) spaces required by applicable law for ADA accessibility, fire lanes, or loading zones; and (c) any additional reserved spaces approved in writing by the Manager, which may be subject to User Fees as provided in the Covenants. Except as set forth in this Section, no Owner shall reserve, designate, restrict, or limit any parking space on the Owner's Lot for the exclusive use of any person or entity.

3.4 Prohibition on Parking Controls

No Owner shall institute, implement, or enforce any parking controls on the Owner's Lot—including but not limited to towing, booting, immobilization devices, time limits, permit requirements, parking meters, or physical barriers such as gates, chains, bollards, or fences—without the prior written approval of the Manager. Any parking controls implemented without such approval shall be a violation of this Declaration, and the Manager may require the Owner to remove such controls at the Owner's sole cost and expense.

3.5 External Parking Agreements

Any shared parking agreement, reciprocal easement agreement, or similar arrangement between an Owner and an adjacent parcel or property outside of Sage Business Park must be approved in writing by the Manager and the Declarant prior to execution. Any such agreement shall be expressly subordinate to this Declaration and to the Covenants.

3.6 Additional Parking Regulations

The Declarant and the Manager may adopt, amend, and enforce additional parking regulations applicable to the Property, including restrictions on overnight parking, use of parking areas for storage or display, designation of visitor or employee parking zones, and parking time limits for specific areas, provided that such regulations are applied uniformly and do not unreasonably impair the cross-parking rights established herein.

ARTICLE IV – VEHICULAR AND PEDESTRIAN ACCESS EASEMENTS

4.1 Grant of Access Easement

A perpetual, nonexclusive easement for vehicular and pedestrian ingress, egress, and regress is hereby granted to all Owners, Occupants, and their respective employees, agents, contractors, customers, and invitees over, across, and through all internal roads, driveways, drive aisles, fire lanes, and access routes within Sage Business Park, whether located on an individually owned Lot or within Common Areas. This easement benefits each Lot and the Property as a whole, and runs with the land.

4.2 Scope of Access Rights

Each Owner and Occupant shall have the right to travel to and from their Lot and all Common Areas by motor vehicle, on foot, or by any other lawful means of transportation, using any internal road, driveway, drive aisle, or access route within Sage Business Park. This right includes, without limitation, the right of ingress and egress to and from public roads adjacent to the Property, the right to receive deliveries, the right to allow emergency vehicle access, and the right to use any internal circulation route necessary to reach the Owner's or Occupant's Lot.

4.3 Recorded Access Easements

Access to the Property may also be provided by Recorded Access Easements as defined in Section 1.13 and governed by Article XI of this Declaration. All Owners and Occupants shall be entitled to the benefit of such easements.

4.4 Maintenance of Access Routes

The Manager shall maintain all internal roads, driveways, drive aisles, fire lanes, and access routes within Sage Business Park as Manager-Maintained Areas, including paving, striping, signage, traffic control devices, and lighting, at the expense of the Owners through assessments as provided in the Covenants.

4.5 No Obstruction of Access

No Owner, Occupant, or any party under an Owner's or Occupant's control shall obstruct, block, impede, or interfere with any internal road, driveway, drive aisle, fire lane, or access route within Sage Business Park. The remedies set forth in Article XIII shall apply to any violation of this Section.

4.6 Emergency Vehicle Access Easement

(a) In recognition of the medical campus use of Sage Business Park as provided in Section 15.3(a) of the Covenants, a perpetual, nonexclusive easement for emergency vehicle access is hereby granted over and across all internal roads, driveways, drive aisles, fire lanes, parking areas, and access routes within Sage Business Park for the benefit of ambulances, fire apparatus, law enforcement vehicles, hazardous materials response units, and any other emergency response vehicles. This easement shall be superior to all parking rights, delivery schedules, and temporary obstructions. (b) No Owner or Occupant shall park, stage, store, or place any vehicle, equipment, container, dumpster, or other obstruction in any location that would impede or delay emergency vehicle access to any Lot or Common Area, including but not limited to fire lanes, building entrances, patient drop-off zones, and ambulance staging areas. (c) The Manager shall designate and maintain clearly marked ambulance staging areas and emergency vehicle access routes, and may reconfigure such areas and routes from time to time as medical campus operations require, upon thirty (30) days' written notice to affected Owners. (d) Any Owner or Occupant whose operations require dedicated emergency vehicle access (including but not limited to surgical centers, urgent care facilities, and diagnostic imaging centers) shall coordinate with the Manager to ensure that emergency access routes serving their Lot are maintained free of obstruction at all times. (e) The costs of maintaining emergency vehicle access routes, including striping, signage, and lighting, shall be Common Area expenses funded through assessments as provided in the Covenants.

ARTICLE V – UTILITY EASEMENTS

5.1 Grant of Utility Easement

In addition to the easements reserved under Article II, a perpetual, nonexclusive easement is hereby granted to all Owners for the installation, maintenance, repair, replacement, and operation of utilities within the Easement Areas defined in Section 1.5 and within Common Areas. Utilities covered by this easement include, without limitation, water, sewer, gas, electric, telephone, cable, fiber optic, stormwater

drainage, and any other utility line, conduit, pipe, wire, or cable necessary for the use and enjoyment of any Lot or the Property as a whole.

5.2 Approval Required for Cross-Lot Installations

No Owner shall install, relocate, or modify any utility line, conduit, or connection that crosses another Owner's Lot or any Common Area without the prior written approval of the Manager. The Manager may impose reasonable conditions on such installation, including requirements for depth, location, screening, restoration of disturbed surfaces, and compliance with applicable building codes, zoning ordinances, and regulations.

5.3 Right to Connect

Each Owner shall have the right to connect to and use shared utility infrastructure serving Sage Business Park, subject to the payment of applicable fees as provided in the Covenants.

5.4 Recorded Utility Easements

Utility easement rights may also be provided by Recorded Access Easements as governed by Article XI of this Declaration.

5.5 Prohibition on Interference

No Owner shall take any action that would damage, disrupt, or interfere with utility lines, connections, or infrastructure serving other Lots or Common Areas. An Owner who damages shared utility infrastructure shall be solely responsible for the cost of repair and restoration, and shall indemnify the Manager, the Declarant, and all other Owners from any losses, damages, costs, and expenses (including reasonable attorneys' fees) arising from such damage.

5.6 Emergency Access

The Manager and Declarant shall have the right to enter any Lot, without prior notice if reasonably necessary, to repair, restore, or maintain utility infrastructure in the event of a utility emergency, including but not limited to water main breaks, sewer line failures, gas leaks, or electrical outages. The Manager shall use reasonable efforts to minimize disruption to the affected Owner and shall restore the Lot to substantially its prior condition following the emergency repair.

5.7 Third-Party Utility Provider Easements

The Declarant hereby reserves the right, exercisable during the Declarant Control Period without the consent of any Owner or First Lien Lender, and thereafter with the consent of the Manager, to grant easements over, under, across, and through the Easement Areas, Common Areas, and internal roads to any public or private utility provider, including but not limited to El Paso Electric Company, El Paso Water Utilities, Texas Gas Service Company, gas companies, telecommunications providers, the City of El Paso, El Paso County, the Texas Department of Transportation, and any other governmental authority or franchised utility, for the installation, maintenance, repair, replacement, and operation of utility infrastructure serving the Property or any portion thereof. Such easements shall be recorded in the Official Public Records of El Paso County, Texas, and shall be binding upon all Owners and their successors.

5.8 El Paso Water Utilities — Stormwater Infrastructure

(a) The Property is traversed by a sixty-six inch (66") reinforced concrete pipe ("RCP") regional stormwater trunk line owned and maintained by the El Paso Water Utilities Public Service Board ("EPWU"), located within the Northern Pass Pond 3 Drainage Right of Way as shown on the ALTA/NSPS Land Title Survey and referenced in Section 11.5(e) of this Declaration. A perpetual, nonexclusive

easement is hereby recognized and confirmed in favor of EPWU for the continued operation, maintenance, repair, replacement, and inspection of the 66" RCP trunk line and all related stormwater infrastructure within the drainage right-of-way.

(b) No Owner shall construct, install, or maintain any Improvement, structure, foundation, paving, or other permanent or semi-permanent obstruction within ten (10) feet measured horizontally from the outer edge of the 66" RCP trunk line in each direction (the "EPWU Separation Zone"), unless such Owner has obtained the prior written consent of EPWU and the Manager. The EPWU Separation Zone is a minimum clearance requirement and shall not limit any greater separation required by EPWU, the City of El Paso, or applicable engineering standards.

(c) EPWU and its authorized agents, employees, and contractors shall have the right to enter the Property at all reasonable times, and without prior notice in emergencies, to inspect, maintain, repair, replace, and operate the 66" RCP trunk line and related stormwater infrastructure. Upon completion of any such work, EPWU shall restore the affected area to substantially its prior condition.

(d) The Lease referenced in Section 11.5(e) between EPWU and Cimarron Sage, LLC (as assigned to or assumed by Sage Business Park LLC), covering approximately 0.200 acres of the Northern Pass Pond 3 Drainage Right of Way (Parcel 4), shall govern the Declarant's use and occupancy of the leased area. In the event of any conflict between the terms of the EPWU Lease and this Declaration with respect to the leased area, the EPWU Lease shall control. All Owners and Occupants shall comply with the requirements of the EPWU Lease as they relate to the leased area, including any restrictions on improvements, grading, or activities within the leased area.

5.9 Texas Gas Service Company — Natural Gas Easement

(a) A recorded gas utility easement has been granted to Texas Gas Service Company, a division of ONE Gas, Inc. ("TGS"), over portions of the Property for the installation, operation, maintenance, repair, replacement, and removal of natural gas pipelines, service lines, regulators, meters, and related equipment, as more particularly described in the instrument recorded on April 10, 2026, in the Official Public Records of El Paso County, Texas, and referenced in Section 11.5(i) of this Declaration (the "TGS Gas Easement").

(b) The TGS Gas Easement is hereby recognized and incorporated by reference into this Declaration. All Owners and Occupants shall comply with the terms and conditions of the TGS Gas Easement, including any restrictions on grading, paving, planting, or construction within the easement area, and any requirements for minimum separation distances from gas infrastructure.

(c) TGS and its authorized agents, employees, and contractors shall have the right to enter the Property at all reasonable times, and without prior notice in emergencies including gas leaks, to inspect, maintain, repair, replace, and operate gas infrastructure within the TGS Gas Easement area. In the event of a gas leak or other emergency, TGS shall have immediate access without notice, and the Manager shall cooperate with TGS in evacuating or securing affected areas as necessary for public safety.

(d) No Owner shall damage, obstruct, build over, or interfere with any gas pipeline, service line, regulator, meter, or related equipment within the TGS Gas Easement area. Any Owner whose actions or omissions damage gas infrastructure shall be solely liable for all repair costs, penalties, and damages arising therefrom and shall indemnify and hold harmless the Manager, the Declarant, TGS, and all other Owners.

5.10 El Paso Electric Company — Underground Easement

(a) The Declarant has executed and tendered to El Paso Electric Company ("EPE") a perpetual underground easement (EPE Work Request No. DT00078307 / DT00079975) for the installation, construction, operation, maintenance, repair, replacement, renewal, and removal of underground electric distribution infrastructure on the Property, including underground cables, lines, conductors, conduits,

transformer installations (padmount and conventional), ducts, vaults, pullboxes, manholes, handholes, service facilities, fixtures, switchgear, and all other necessary equipment for the distribution of electricity (the "EPE Underground Easement"). The EPE Underground Easement covers a portion of Lot 1, Block 19, Cimarron Sage Unit Four, as more fully described in the Real Property Records of the Clerk of El Paso County in Document No. 20240038757, and as depicted on the EPE site plan attached hereto as Exhibit D. The EPE Underground Easement is referenced in Section 11.5(j) and incorporated by reference into this Declaration. Upon EPE's countersignature and recording of the EPE Underground Easement, this Section shall be deemed to refer to the fully executed and recorded instrument without further amendment.

(b) The EPE Underground Easement includes a ten-foot (10') wide easement corridor (typical) and twelve-foot by eighteen-foot (12' x 18') easement areas (typical) at transformer pad and switchgear locations, as depicted on Exhibit D. Buildings and structures of a permanent nature, including but not limited to fences, boundary walls, walkways, and landscaping, that obstruct access to or safe operational clearances from EPE's electrical equipment shall not be built on or over the EPE Underground Easement area without EPE's prior written consent. EPE has the right to trim any trees and flora along and around its electrical equipment to keep the area cleared for safe operation and maintenance.

(c) All Owners and Occupants shall comply with the terms and conditions of the EPE Underground Easement and all EPE easement instruments affecting the Property. No Owner shall construct, install, plant, or maintain any Improvement, structure, landscaping, or obstruction within any EPE easement area without obtaining the prior written consent of both EPE and the Manager. Any Owner whose Improvements encroach upon an EPE easement area without authorization shall be solely responsible for the cost of removal or relocation of such Improvements if required by EPE. The Declarant may separately negotiate a License to Encroach with EPE permitting specific Improvements within or adjacent to EPE easement areas; any such License to Encroach, upon execution and recording, shall be incorporated by reference into this Declaration.

(d) EPE and its authorized agents, employees, and contractors shall have the right to enter the Property at all reasonable times, and without prior notice in emergencies including electrical outages, downed lines, or equipment failures, to inspect, maintain, repair, replace, and operate electric infrastructure. The Manager shall cooperate with EPE in coordinating access and, when necessary, temporarily restricting parking or pedestrian traffic in areas where EPE is performing maintenance or emergency repairs.

ARTICLE VI – DRAINAGE AND STORMWATER EASEMENTS

6.1 Grant of Drainage Easement

A perpetual, nonexclusive easement is hereby granted to the Declarant, the Manager, and all Owners for the natural and engineered flow, collection, conveyance, detention, and retention of stormwater and surface water over, under, across, and through the Easement Areas, Common Areas, and all drainage facilities within Sage Business Park, including but not limited to storm drains, culverts, swales, channels, detention ponds, retention basins, underground detention structures, and any other drainage infrastructure.

6.2 No Alteration of Drainage Patterns

No Owner shall alter, obstruct, divert, dam, fill, or otherwise interfere with the natural or engineered drainage patterns, flow paths, or drainage facilities on the Owner's Lot or within Sage Business Park without the prior written approval of the Manager. Prohibited actions include, without limitation: (a) filling, grading, or building over drainage easements, detention areas, or swales; (b) redirecting stormwater runoff onto an adjacent Lot or off the Property; (c) blocking or reducing the capacity of any storm drain,

culvert, or channel; and (d) discharging pollutants, sediment, or hazardous materials into any drainage facility.

6.3 Stormwater Compliance

Each Owner shall comply with all applicable federal, state, and local stormwater regulations, including without limitation the Clean Water Act, the Texas Commission on Environmental Quality (TCEQ) Texas Pollutant Discharge Elimination System (TPDES) permit requirements, and the City of El Paso's Municipal Separate Storm Sewer System (MS4) permit requirements. Each Owner shall implement and maintain all best management practices (BMPs) required by applicable law for the Owner's Lot, including construction-phase erosion and sediment controls and post-construction stormwater quality measures.

6.4 Maintenance of Drainage Facilities

Drainage facilities located within Common Areas or serving multiple Lots shall be maintained by the Manager as Manager-Maintained Areas at the expense of the Owners through assessments. Drainage facilities located entirely within and serving only a single Lot shall be maintained by the Owner of that Lot. The Manager may, after written notice and a reasonable cure period, perform maintenance on any drainage facility that an Owner has failed to maintain, and charge the costs to the Owner as provided in the Covenants.

6.5 Emergency Drainage Access

The Manager and Declarant shall have the right to enter any Lot, without prior notice if reasonably necessary, to clear blockages, repair damage, or perform emergency maintenance on any drainage facility in the event of flooding, imminent flood risk, or drainage system failure. The Manager shall restore the affected portion of the Lot to substantially its prior condition following the emergency work.

6.6 Liability for Drainage Interference

Any Owner whose actions or omissions cause flooding, water damage, erosion, sedimentation, or regulatory violations affecting other Lots, Common Areas, or the Property as a whole shall be solely liable for all damages, costs, penalties, and expenses (including reasonable attorneys' fees and regulatory fines) arising therefrom, and shall indemnify and hold harmless the Manager, the Declarant, and all other Owners from such damages.

6.7 Medical Waste and Biohazard Transport Easement

(a) In recognition of the medical campus use of Sage Business Park as provided in Section 15.3(a) of the Covenants, a perpetual, nonexclusive easement is hereby granted over and across all internal roads, driveways, drive aisles, and access routes within Sage Business Park for the transport, pickup, and removal of medical waste, biohazardous materials, pharmaceutical waste, sharps containers, and other regulated waste generated by medical, dental, surgical, diagnostic, or therapeutic operations on any Lot. (b) The Manager shall designate medical waste pickup routes and staging areas within Sage Business Park and may reconfigure such routes and areas from time to time as medical campus operations require, upon thirty (30) days' written notice to affected Owners. Medical waste pickup staging areas shall be screened from public view and located so as to minimize exposure to patient areas, pedestrian walkways, and building entrances. (c) No Owner or Occupant shall store, stage, or leave medical waste containers, biohazard bags, sharps containers, or other regulated waste in any Common Area, parking area, sidewalk, or other location visible to the public or accessible to unauthorized persons, except within designated staging areas during scheduled pickup periods. (d) Each Owner or Occupant whose operations generate regulated medical waste shall comply with all applicable federal, state, and local regulations governing medical waste transport, including the Texas Health and Safety Code and applicable rules of the Texas Commission on Environmental Quality, and shall contract with licensed

medical waste haulers for pickup and disposal. (e) Any Owner or Occupant whose medical waste operations contaminate any drainage facility, stormwater system, Common Area, or another Owner's Lot shall be solely liable for all remediation, cleanup, fines, penalties, and damages arising therefrom, and shall indemnify and hold harmless the Manager, the Declarant, and all other Owners, consistent with Section 12.5(f) of the Covenants. (f) The Manager may adopt, amend, and enforce rules governing medical waste handling, storage, and pickup scheduling pursuant to Section 4.15 of the Management Agreement, and such rules shall be enforceable as easement obligations under this Declaration.

6.8 Rerouted Storm Drain Easement — Canutillo ISD Amendment

(a) The storm drain easement originally established by the Easement Agreement for Infrastructure between Cimarron Sage, LLC and Canutillo Independent School District (Clerk's File No. 20230070061) has been amended by the Amendment to Easement Agreement for Infrastructure referenced in Section 11.5(k) of this Declaration (the "Canutillo ISD Amendment"). The Canutillo ISD Amendment authorizes the relocation of the storm drain on Parcel 1 so that the rerouted alignment does not pass under any permanent structure planned or constructed as part of the Sage Business Park development.

(b) The rerouted storm drain alignment as depicted in the recorded Canutillo ISD Amendment (and as shown on the drawing titled "New SD Easement 12.12.24 7255 Paseo Del Norte" or the as-built survey, whichever is most current) shall be the controlling alignment for all drainage easement purposes under this Article VI. All references in this Declaration to the storm drain easement on Parcel 1 shall be deemed to refer to the rerouted alignment unless the context clearly requires otherwise.

(c) The rerouted storm drain shall maintain equivalent or greater stormwater conveyance capacity as the original alignment. The Declarant and, after the Declarant Control Period, the Manager shall be responsible for ensuring that the rerouted storm drain is constructed and maintained in compliance with the terms of the Canutillo ISD Amendment, including any obligations regarding construction standards, timing, and restoration of disturbed areas.

(d) No Owner shall alter, obstruct, build over, or interfere with the rerouted storm drain alignment or the associated drainage easement area without the prior written consent of the Manager and, to the extent required by the Canutillo ISD Amendment, the written consent of Canutillo Independent School District. The prohibitions in Section 6.2 of this Declaration apply in full to the rerouted storm drain easement area.

(e) In the event of any conflict between the terms of the Canutillo ISD Amendment and this Declaration with respect to the storm drain easement on Parcel 1, the Canutillo ISD Amendment shall control to the extent of the conflict, consistent with the supremacy provisions of Section 11.2 of this Declaration.

ARTICLE VII – SIGNAGE AND MONUMENT EASEMENTS

7.1 Grant of Signage Easement

A perpetual, nonexclusive easement is hereby granted to the Declarant and the Manager for the installation, maintenance, repair, replacement, illumination, and operation of monument signs, entry features, directional signs, wayfinding signs, address markers, and other signage fixtures ("Common Signage") on any Lot or Common Area within Sage Business Park, as determined by the Declarant or the Manager to be necessary or desirable for the identification, branding, wayfinding, and marketing of Sage Business Park.

7.2 Location and Design

The Declarant (during the Declarant Control Period) or the Manager (thereafter) shall have sole discretion over the location, size, design, materials, illumination, and content of all Common Signage. Common

Signage may be located on any Lot within Sage Business Park, including within the Easement Area or in other locations approved by the Declarant or Manager. The Owner of a Lot on which Common Signage is located shall not remove, relocate, alter, obstruct, or interfere with such signage without the prior written consent of the Manager.

7.3 Maintenance

Common Signage shall be maintained by the Manager as a Manager-Maintained Area at the expense of the Owners through assessments. If an Owner damages or destroys any Common Signage, the Owner shall be responsible for the cost of repair or replacement, which shall be charged to the Owner and enforceable as a lien on the Owner's Lot as provided in the Covenants.

7.4 No Interference

No Owner shall install any sign, banner, flag, awning, or other device on the Owner's Lot that obstructs, blocks, or diminishes the visibility of any Common Signage from public roads, internal roads, or adjacent Lots. The Manager may require the Owner to remove any such obstruction at the Owner's sole cost and expense.

ARTICLE VIII – TECHNOLOGY AND TELECOMMUNICATIONS EASEMENTS

8.1 Grant of Telecommunications Easement

A perpetual, nonexclusive easement is hereby granted to the Declarant, the Manager, and all Owners for the installation, maintenance, repair, replacement, and operation of telecommunications infrastructure within the Easement Areas and Common Areas, including but not limited to fiber optic cable, coaxial cable, conduit, junction boxes, pull boxes, splice enclosures, cabinets, wireless antenna mounts, and related equipment necessary for voice, data, video, internet, and wireless telecommunications service to any Lot or the Property as a whole.

8.2 Shared Conduit and Fiber Infrastructure

The Declarant may install, or cause to be installed, shared telecommunications conduit and fiber optic infrastructure within Common Areas and Easement Areas for the benefit of all Lots. Each Owner shall have the right to connect to such shared infrastructure, subject to the payment of applicable connection fees and the prior written approval of the Manager regarding the method and location of connection. No Owner shall install separate telecommunications conduit or fiber within Common Areas without the Manager's prior written approval.

8.3 Wireless Infrastructure

The Declarant hereby reserves the right, during the Declarant Control Period, to grant licenses or easements to wireless telecommunications providers for the installation of small cell facilities, distributed antenna systems, or other wireless infrastructure on Common Areas or on Lots owned by the Declarant. After the Declarant Control Period, such licenses or easements shall require the written consent of the Manager. Any wireless facility installed on a privately owned Lot (other than a Lot owned by the Declarant) shall require the written consent of the affected Owner.

8.4 Future Technology

The telecommunications easements established herein shall be broadly construed to encompass future technologies not yet in existence as of the date of this Declaration, including but not limited to next-generation wireless systems, satellite communications ground equipment, and any other

telecommunications technology that may reasonably serve the commercial purposes of Sage Business Park.

ARTICLE IX – TEMPORARY CONSTRUCTION EASEMENTS

9.1 Declarant's Construction Easement

During the Declarant Control Period, the Declarant hereby reserves to itself, and grants to its contractors, subcontractors, agents, and designees, a temporary, nonexclusive easement over, across, and through all Common Areas and the Easement Areas on each Lot for all purposes reasonably related to the development, construction, and build-out of Sage Business Park, including but not limited to: (a) staging areas for construction equipment, materials, and temporary structures; (b) crane swing, aerial work platform, and scaffolding rights over adjacent Lots and Common Areas; (c) temporary road closures, detours, and rerouting of vehicular and pedestrian traffic; (d) temporary utility connections, shutdowns, and reroutings; (e) grading, excavation, filling, and soil stabilization; (f) installation or modification of utility lines, drainage facilities, and telecommunications infrastructure; and (g) any other activity reasonably necessary for the completion of construction on any Lot or Common Area within Sage Business Park.

9.2 Owner's Construction Easement

Each Owner constructing Improvements on the Owner's Lot pursuant to plans approved under the Covenants shall have a temporary, nonexclusive easement over the Easement Areas on the Owner's Lot and, with the prior written approval of the Manager, over adjacent Common Areas and Easement Areas on adjacent Lots, for purposes reasonably related to the construction of the approved Improvements. Such easement shall be limited in duration to the period of active construction plus thirty (30) days for demobilization and restoration.

9.3 Conditions on Construction Easements

All construction easements under this Article shall be subject to the following conditions: (a) the party exercising the easement shall use reasonable efforts to minimize disruption to other Owners, Occupants, and their invitees; (b) the party shall maintain safe conditions, including barricades, fencing, signage, and lighting as required by applicable law and the Manager; (c) vehicular and pedestrian access to all occupied Lots shall be maintained at all times, except for temporary closures approved by the Manager not to exceed seventy-two (72) hours; (d) upon completion of construction, the party shall restore all affected Common Areas, Easement Areas, and Lots to substantially their prior condition (or better) at the party's sole cost and expense; and (e) the party shall maintain commercial general liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, naming the Declarant, the Manager, and all affected Owners as additional insureds.

9.4 Expiration

The Declarant's construction easement under Section 9.1 shall terminate automatically upon the expiration of the Declarant Control Period, except that any construction activity lawfully commenced prior to the expiration of the Declarant Control Period may be completed within a reasonable time thereafter. Each Owner's construction easement under Section 9.2 shall terminate upon the completion of the approved Improvements and restoration of the affected areas.

ARTICLE X – NON-INTERFERENCE AND ACCESS PROTECTION

10.1 General Non-Interference Obligation

No Owner, Occupant, or any party under an Owner's or Occupant's control shall take any action, or permit any action to be taken, that would obstruct, block, encumber, impair, or diminish any easement, right-of-way, access route, driveway, fire lane, utility corridor, drainage facility, parking area, signage area, or telecommunications corridor established by this Declaration or benefiting any Lot or the Property as a whole. Prohibited actions include, without limitation, placing barriers, fences, gates, bollards, planters, stored materials, dumpsters, parked vehicles, or any other obstruction in any access route, driveway, fire lane, parking area, drainage facility, or Easement Area without the prior written approval of the Manager.

10.2 No Conflicting Easement Grants

No Owner shall grant any easement, license, right-of-way, or access right over the Owner's Lot to any third party that would conflict with, impair, burden, or subordinate the easement rights established under this Declaration or under any Recorded Access Easement benefiting Sage Business Park, without the prior written consent of the Declarant and the Manager.

10.3 Manager's Right to Remove Obstructions

The Manager shall have the right, after providing written notice and a reasonable opportunity to cure (not to exceed forty-eight (48) hours for obstructions posing immediate safety, fire access, or emergency vehicle access concerns, or ten (10) days for all other obstructions), to enter the affected Lot and remove any obstruction from any Easement Area, access route, driveway, fire lane, parking area, drainage facility, or utility corridor. The cost of removal, including any storage or disposal costs, shall be charged to the responsible Owner and shall be enforceable as a lien on the Owner's Lot as provided in the Covenants.

10.4 Liability for Impairment

Any Owner or Occupant whose actions or omissions result in the impairment, interruption, or loss of any easement right benefiting Sage Business Park or any Lot therein shall be solely liable for all damages, costs, and expenses (including reasonable attorneys' fees and costs of litigation or arbitration) incurred by the Manager, the Declarant, or any other Owner in restoring, enforcing, or protecting such easement rights.

ARTICLE XI – RECOGNITION OF RECORDED EASEMENT AGREEMENTS

11.1 Incorporation of Recorded Access Easements

Declarant acknowledges that access to and from the Property, and the full use and enjoyment of individual Lots, may depend in whole or in part upon Recorded Access Easements with adjacent property owners. All Recorded Access Easements in effect as of the date of this Declaration, or recorded thereafter with the approval of the Declarant, are hereby recognized, confirmed, and incorporated by reference into this Declaration. Each Owner and Occupant shall be entitled to the benefit of all Recorded Access Easements benefiting the Property or the Owner's Lot.

11.2 Supremacy of Recorded Access Easements

This Declaration shall not be construed to limit, diminish, or conflict with the rights granted under any Recorded Access Easement benefiting Sage Business Park or any Lot therein. In the event of any conflict between a provision of this Declaration and the terms of a Recorded Access Easement, the Recorded

Access Easement shall control to the extent necessary to preserve vehicular and pedestrian access and utility service to the Property and each Lot.

11.3 Registry of Recorded Access Easements

The Manager shall maintain a current list of all Recorded Access Easements benefiting the Property and shall make such list available to any Owner, prospective purchaser, First Lien Lender, or title company upon request within ten (10) business days.

11.4 Owner Compliance

Any Owner whose Lot benefits from a Recorded Access Easement shall comply with all terms and conditions of such easement, including maintenance obligations, indemnification provisions, and use restrictions. An Owner's breach of a Recorded Access Easement that results in the impairment or termination of access rights benefiting other Owners shall constitute a violation of this Declaration enforceable under Article XIII, and the breaching Owner shall indemnify and hold harmless the Manager, the Declarant, and all other Owners from any damages, costs, and expenses (including reasonable attorneys' fees) arising from such breach.

11.5 Specific Recorded Instruments Affecting Easement Rights

Without limiting the generality of Section 11.1, the Declarant hereby acknowledges and identifies the following recorded instruments that create, establish, or affect easement rights, access rights, utility rights, or drainage rights within or benefiting the Property as of the date of this Declaration. Each of these instruments is recognized, confirmed, and incorporated by reference into this Declaration:

(a) Utility easements as shown on the Subdivision Plat of Cimarron Sage Unit Four, recorded in Clerk's File No. 20110050543, Real Property Records of El Paso County, Texas, including easements for overhang of service wires for pole type utilities, and buried service wires, conduits, and pipes for underground utilities, as dedicated on said plat (Parcel 1).

(b) Utility easements as shown on the Subdivision Plat of Northern Pass Pond 3, recorded in Clerk's File No. 20110046999, Real Property Records of El Paso County, Texas, including easements for overhang of service wires for pole type utilities, and buried service wires, conduits, and pipes for underground utilities, as dedicated on said plat (Parcel 2).

(c) Exclusive Access Easement Agreement by and between Hunt Communities Holding, LLC and El Paso Natural Gas Company, by instrument dated March 12, 2012, filed May 12, 2012, recorded under Clerk's File No. 20120041951, Real Property Records of El Paso County, Texas, and as shown on survey dated May 8, 2024, by Christian M. Wegmann, R.P.L.S. No. 6794 (Parcel 2).

(d) Easement Agreement for Infrastructure by and between Cimarron Sage, LLC and Canutillo Independent School District, a Texas Independent School District, by instrument dated January 31, 2023, filed September 22, 2023, recorded under Clerk's File No. 20230070061, Real Property Records of El Paso County, Texas, and as shown on survey dated May 8, 2024, by Christian M. Wegmann, R.P.L.S. No. 6794 (Parcel 1), as amended by the Amendment to Easement Agreement for Infrastructure referenced in Section 11.5(k) below.

(e) Lease between The El Paso Municipal Drainage Utility, by and through the El Paso Water Utilities Public Service Board, a component unit of the City of El Paso, a Texas Municipal Corporation (Landlord) and Cimarron Sage, LLC (Tenant) dated September 14, 2023, as referenced by Memorandum of Lease dated September 14, 2023, filed September 27, 2023, recorded in Clerk's File No. 20230071212, Real Property Records of El Paso County, Texas, covering a parcel of land being a portion of Drainage Right of Way 1, of Northern Pass Pond 3, containing approximately 0.200 acres (Parcel 4, excluded from

Property). The rights and obligations under such Lease, as assigned to or assumed by Sage Business Park LLC, are hereby recognized and incorporated into this Declaration.

(f) Development Agreement between Carroll Shelton Jones and Kasco Ventures, Inc., dated July 20, 1990, recorded in Volume 2201, Page 1360, Real Property Records of El Paso County, Texas, as amended in Volume 2370, Page 1636, Volume 2455, Page 612, and Volume 4780, Page 768, Real Property Records of El Paso County, Texas (Parcel 1).

(g) Terms, conditions, covenants, and stipulations as set out in the Deed between Canutillo Independent School District, a Texas Independent School District, and Cimarron Sage, LLC, related to timely and satisfactory completion of a rock wall along the defined shared property line, dated January 31, 2023, recorded under Clerk's File No. 20230008280, Real Property Records of El Paso County, Texas (Parcel 1).

(h) Terms, conditions, covenants, and stipulations as set out in the Deed between Canutillo Independent School District and Cimarron Sage, LLC, related to gradation of the property and storm lines, dated September 21, 2023, recorded under Clerk's File No. 20230070062, Real Property Records of El Paso County, Texas (Parcel 1).

(i) Gas Utility Easement granted to Texas Gas Service Company, a division of ONE Gas, Inc., by instrument recorded on April 10, 2026, in the Official Public Records of El Paso County, Texas, granting TGS a perpetual easement for the installation, operation, maintenance, repair, replacement, and removal of natural gas pipelines, service lines, regulators, meters, and related equipment serving the Property (Parcel 1). The terms and conditions of this recorded gas easement are further recognized and incorporated under Section 5.9 of this Declaration.

(j) Underground Easement granted by Sage Business Park LLC to El Paso Electric Company (EPE Work Request No. DT00078307 / DT00079975), executed by Grantor on January 5, 2025, tendering to EPE a perpetual underground easement for electric distribution infrastructure over a portion of Lot 1, Block 19, Cimarron Sage Unit Four, as described in Document No. 20240038757, Real Property Records of El Paso County, Texas (Parcel 1). The EPE Underground Easement site plan is attached hereto as Exhibit D. The terms and conditions of this Underground Easement are further recognized and incorporated under Section 5.10 of this Declaration. As of the date of this Declaration, the EPE Underground Easement has been executed by the Grantor and tendered to EPE; final countersignature and recording by EPE is pending.

(k) Amendment to Easement Agreement for Infrastructure by and between Sage Business Park LLC (as successor to Cimarron Sage, LLC) and Canutillo Independent School District, a Texas Independent School District, dated January 29, 2025, approved by the Canutillo ISD Board of Trustees on January 29, 2025, recorded as Doc. # 20250008592 in the Official Public Records of El Paso County, Texas, amending the Easement Agreement for Infrastructure referenced in Section 11.5(d) above (Clerk's File No. 20230070061) to authorize the relocation of the storm drain easement on Parcel 1 so that the rerouted storm drain alignment does not pass under any permanent structure, while maintaining equivalent stormwater conveyance capacity and drainage service to the Property and adjacent properties (Parcel 1). The amended storm drain alignment is as shown on the drawing titled "New SD Easement 12.12.24 7255 Paseo Del Norte" or as otherwise depicted in the recorded Amendment. Upon recording, the amended alignment shall supersede the original storm drain easement location depicted in Clerk's File No. 20230070061 and shall be the controlling alignment for purposes of Article VI of this Declaration.

The foregoing list is not exhaustive. Additional Recorded Access Easements, utility easements, drainage easements, or other instruments affecting the Property may be recorded from time to time and shall be governed by the provisions of this Article XI.

ARTICLE XII – DECLARANT’S RESERVED RIGHTS

12.1 General Reservation

Declarant hereby reserves to itself, its successors, and assigns, the following rights, each of which may be exercised during the Declarant Control Period without the consent of any Owner, Occupant, First Lien Lender, the Manager, or any other party, unless otherwise expressly provided herein. These reserved rights are in addition to any other rights of the Declarant under this Declaration, the Covenants, or applicable law.

12.2 Right to Reconfigure Parking

The Declarant shall have the right to reconfigure, redesign, relocate, expand, reduce, add, or remove parking areas, parking spaces, drive aisles, and parking access routes within Sage Business Park, including on Lots that have been conveyed to other Owners, provided that: (a) the total number of parking spaces available to the Park as a whole is not reduced below the minimum required by the City of El Paso zoning ordinance for the uses then existing within Sage Business Park; (b) each Lot retains reasonable vehicular access to parking; and (c) the Declarant provides affected Owners with at least thirty (30) days' prior written notice of any material reconfiguration affecting the Owner's Lot.

12.3 Right to Relocate Access Routes

The Declarant shall have the right to relocate, reconfigure, add, or remove internal roads, driveways, drive aisles, fire lanes, and access routes within Sage Business Park, provided that: (a) equivalent vehicular and pedestrian access to each Lot and all Common Areas is maintained; (b) all relocated routes comply with applicable building codes, fire codes, and ADA requirements; and (c) the Declarant provides affected Owners with at least thirty (30) days' prior written notice.

12.4 Right to Reroute Utilities

The Declarant shall have the right to reroute, relocate, replace, upgrade, or expand utility lines, conduits, drainage facilities, and telecommunications infrastructure within Sage Business Park, provided that: (a) equivalent utility, drainage, and telecommunications service to each Lot is maintained during and after the rerouting; (b) the Declarant bears the cost of the rerouting; and (c) the Declarant provides affected Owners with reasonable advance notice (not less than fifteen (15) days, except in emergencies).

12.5 Right to Grant Third-Party Easements

The Declarant shall have the right to grant easements, licenses, rights-of-way, and access rights to governmental authorities, public and private utility providers, telecommunications providers, and other third parties as necessary or desirable for the development, operation, and maintenance of Sage Business Park and the provision of services to the Property, including but not limited to easements to the City of El Paso, El Paso County, the Texas Department of Transportation, El Paso Electric Company, El Paso Water Utilities, and any franchised or licensed utility or telecommunications provider. Such easements may be granted over Common Areas, Easement Areas, or any Lot owned by the Declarant, and shall be recorded in the Official Public Records of El Paso County, Texas.

12.6 Right to Annex Additional Land

(a) The Declarant shall have the right, during the Declarant Control Period, to annex additional real property into the Property and subject such property to this Declaration by recording a Supplemental Declaration of Easements in the Official Public Records of El Paso County, Texas, describing the additional land by metes and bounds or by reference to a recorded plat. Upon recording of the Supplemental Declaration, the annexed land shall become part of the Property, the Lots thereon shall become Lots for all purposes of this Declaration, and the owners thereof shall become Owners with all

rights and obligations hereunder. (b) The Declarant's right to annex is limited to land that is contiguous to or within reasonable proximity of the existing Property and that is intended for use as part of Sage Business Park. (c) No annexation shall reduce or impair the easement rights of existing Owners. (d) The Declarant shall provide written notice of any annexation to all existing Owners and the Manager within thirty (30) days of recording the Supplemental Declaration.

12.7 Right to Dedicate Land

The Declarant shall have the right to dedicate portions of the Property to a governmental authority for public use (including but not limited to public roads, sidewalks, utility corridors, and drainage facilities), or to grant conservation easements, access easements, or utility easements to governmental authorities or public utilities, without the consent of any Owner or First Lien Lender, provided that such dedication does not materially impair vehicular or pedestrian access to any Lot.

12.8 Development Exemptions

During the Declarant Control Period, Lots owned by the Declarant or its affiliates shall be exempt from any restrictions in this Declaration that would impede the orderly development and construction of Sage Business Park, including but not limited to the use of Lots for construction staging, material storage, temporary signage, model units, sales offices, and other development-related activities. This exemption shall automatically terminate upon the sale, transfer, or conveyance of a Lot to a third-party Owner who is not an affiliate of the Declarant.

12.9 Survival of Declarant Rights After Control Period

Upon the expiration of the Declarant Control Period: (a) the Declarant's rights under Sections 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 12.11, and 12.12 shall terminate, except that any action lawfully commenced prior to the expiration may be completed within a reasonable time thereafter; (b) the development exemptions under Section 12.8 shall terminate, except with respect to Lots still owned by the Declarant, which shall continue to benefit from such exemptions until conveyed to a third-party Owner; and (c) the Declarant's right to assign its reserved rights under Section 12.10 shall terminate. The Declarant shall retain all other rights of an Owner under this Declaration.

12.10 Assignment of Declarant Rights

The Declarant may assign any or all of its reserved rights under this Article to a successor developer or assignee by written instrument recorded in the Official Public Records of El Paso County, Texas. No such assignment shall be effective until recorded. The assignee shall be bound by all obligations and limitations applicable to the Declarant under this Declaration.

12.11 Right to Subdivide and Withdraw Undeveloped Land

(a) The Declarant shall have the right, during the Declarant Control Period, to subdivide, replat, reconfigure, or combine any Lot or portion of a Lot within the Property, including recording amended or supplemental plats in the Official Public Records of El Paso County, Texas, without the consent of any Owner, Occupant, First Lien Lender, the Manager, or any other party, provided that such subdivision or replat does not materially impair the access, parking, utility, or drainage easement rights of any existing Owner whose Lot has been conveyed to a third party and upon which Improvements have been constructed.

(b) The Declarant shall have the right, during the Declarant Control Period, to withdraw and release from this Declaration any portion of the Property that: (i) is owned by the Declarant or an affiliate of the Declarant at the time of withdrawal; (ii) is undeveloped, meaning no building, structure, or permanent Improvement (other than grading, utility stubs, fencing, or temporary construction improvements) has been constructed thereon; and (iii) has not been conveyed to a third-party Owner who is not an affiliate of

the Declarant. Such withdrawal shall be effected by recording a Notice of Partial Withdrawal in the Official Public Records of El Paso County, Texas, describing the withdrawn land by metes and bounds or by reference to a recorded plat.

(c) Upon recording of a Notice of Partial Withdrawal under this Section, the withdrawn land shall no longer be part of the Property for purposes of this Declaration, and the easement rights and obligations established herein shall no longer apply to the withdrawn land; provided, however, that: (i) any easements benefiting the remaining Property that cross the withdrawn land (including without limitation utility easements, drainage easements, and access easements) shall survive the withdrawal and shall continue to burden the withdrawn land until released by a separate recorded instrument executed by the Declarant; (ii) the total land area of all Lots within the Property shall be recalculated to exclude the withdrawn land for purposes of determining the Declarant Control Period threshold under Section 1.4; and (iii) the Declarant shall provide written notice of the withdrawal to all remaining Owners and the Manager within thirty (30) days of recording.

(d) The Declarant may subsequently re-annex withdrawn land into the Property pursuant to Section 12.6, subject to all conditions and requirements of that Section.

(e) After the expiration of the Declarant Control Period, any withdrawal of land from this Declaration shall require the written consent of Owners holding at least sixty-seven percent (67%) of the total Building Envelope Area within Sage Business Park and the written consent of the Manager. No withdrawal, whether before or after the Declarant Control Period, shall impair the security interest of any First Lien Lender in any Lot that remains part of the Property.

12.12 Right to Grant Easements for the Benefit of the Property

(a) The Declarant hereby reserves to itself, exercisable during the Declarant Control Period without the consent of any Owner, Occupant, First Lien Lender, or the Manager, the right to grant, dedicate, convey, or reserve easements, licenses, rights-of-way, and permits over, under, across, and through any portion of the Property owned by the Declarant or its affiliates, including undeveloped land, Easement Areas, Common Areas, and internal roads, for the installation, construction, maintenance, repair, replacement, relocation, and operation of utilities, infrastructure, and related facilities serving the Property or any Lot therein. Such utilities and infrastructure include, without limitation: water mains and service lines; sanitary sewer mains and service lines; storm drains, culverts, detention structures, and drainage facilities; electric lines, transformers, and substations; natural gas pipelines and service lines; telephone, cable, fiber optic, and telecommunications conduit and equipment; and any other utility or infrastructure reasonably necessary for the development, operation, and use of Sage Business Park.

(b) The Declarant may grant such easements to any public or private utility provider, governmental authority, or franchised service provider, including but not limited to El Paso Electric Company, El Paso Water Utilities Public Service Board, El Paso Natural Gas Company, the City of El Paso, El Paso County, the Texas Department of Transportation, Canutillo Independent School District, and any telecommunications provider. Such easements shall be recorded in the Official Public Records of El Paso County, Texas, and shall be binding upon all Owners and their successors.

(c) The Declarant's right to grant easements under this Section extends to easements that cross, traverse, or pass through undeveloped portions of the Property for the benefit of developed Lots, adjacent properties, or the Property as a whole, including trunk lines, collector mains, and regional infrastructure that may serve areas beyond Sage Business Park, provided that such easements do not unreasonably interfere with the use of any Lot that has been conveyed to a third-party Owner and upon which Improvements have been constructed.

(d) After the expiration of the Declarant Control Period, the Manager shall have the authority to grant utility and infrastructure easements over Common Areas and Easement Areas with the written consent of

the Declarant (if the Declarant still owns any Lot within the Property) or, if the Declarant no longer owns any Lot, with the written consent of Owners holding at least fifty-one percent (51%) of the total Building Envelope Area.

(e) No easement granted under this Section shall impair, subordinate, or otherwise adversely affect the cross-parking easement under Article III, the vehicular access easement under Article IV, or the security interest of any First Lien Lender.

ARTICLE XIII – ENFORCEMENT AND REMEDIES

13.1 Persons Entitled to Enforce

The Declarant, the Manager, and any Owner shall have the right to enforce, by any proceeding at law or in equity, all easements, conditions, and restrictions now or hereafter imposed by this Declaration. Failure to enforce any provision shall not constitute a waiver of the right to enforce it in the future.

13.2 Remedies

The remedies available for any violation of this Declaration shall include, without limitation: (a) an action for damages; (b) injunctive relief, including temporary, preliminary, and permanent injunctions; (c) specific performance; (d) the right of the Manager to remove obstructions and charge the cost to the responsible Owner as provided in Section 10.3; (e) the right of the Manager to cure violations and charge the cost to the responsible Owner as provided in Section 13.5; and (f) any other remedy available at law or in equity. The remedies provided herein are cumulative and shall not exclude any other remedy available under applicable law or the Covenants.

13.3 Attorneys' Fees

In any action or proceeding to enforce this Declaration, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs, and expenses of litigation or arbitration from the non-prevailing party.

13.4 No Waiver

No delay or failure by the Declarant, the Manager, or any Owner in exercising any right or remedy under this Declaration shall constitute a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any further exercise of the same or any other right or remedy.

13.5 Self-Help

The Manager shall have the right, but not the obligation, to cure any violation of this Declaration on behalf of the violating Owner after providing notice as required herein, and to charge the costs of such cure (including reasonable administrative costs) to the violating Owner. Such costs shall be a personal obligation of the Owner and, if unpaid, shall be enforceable as a lien on the Owner's Lot as provided in the Covenants.

ARTICLE XIV – MAINTENANCE OF EASEMENT AREAS

14.1 Manager's Maintenance Obligations

The Manager shall maintain all Manager-Maintained Areas in a clean, safe, and attractive condition consistent with the standards of a first-class commercial business park, at the expense of the Owners through assessments as provided in the Covenants. Maintenance responsibilities include, without

limitation: paving, striping, sealcoating, and repair of parking areas and access routes; maintenance of sidewalks, walkways, and pedestrian connectors; landscaping; signage and wayfinding fixtures; lighting; drainage facilities and stormwater infrastructure; and telecommunications conduit and shared fiber infrastructure.

14.2 Owner's Obligations

Each Owner shall keep the Easement Areas on the Owner's Lot free of obstructions, debris, and any conditions that would interfere with the exercise of the easement rights established herein. Each Owner shall provide the Manager with reasonable access to the Owner's Lot for the purpose of maintaining Manager-Maintained Areas and exercising the easement rights reserved under this Declaration.

14.3 Failure to Maintain

If an Owner fails to maintain the Easement Areas on the Owner's Lot in accordance with this Declaration, the Manager may, after providing written notice and a reasonable cure period (not less than fifteen (15) days), enter the Owner's Lot and perform the necessary maintenance at the Owner's sole cost and expense. Such costs shall be charged to the Owner and enforceable as a lien on the Owner's Lot as provided in the Covenants.

ARTICLE XV – DURATION, AMENDMENT, AND TERMINATION

15.1 Duration

This Declaration and the easements established herein shall be perpetual and shall run with the land in perpetuity from the date of recording in the Official Public Records of El Paso County, Texas, and shall continue in full force and effect unless and until terminated by the unanimous written consent of all Owners of all Lots burdened or benefited by the easements herein, as provided in Section 15.9 of this Article. No lapse of time, non-use, or change in circumstances shall operate to extinguish or limit any easement established herein.

15.2 Amendment During Declarant Control Period

During the Declarant Control Period, the Declarant may amend this Declaration unilaterally by recording an amendment in the Official Public Records of El Paso County, Texas. The Declarant's unilateral amendment authority is absolute and supersedes the tiered amendment structure set forth in Sections 15.3 through 15.8, which shall not apply until the Declarant Control Period has expired. The only limitations on the Declarant's amendment authority during the Declarant Control Period are: (a) no amendment shall extinguish or materially reduce the cross-parking easement, vehicular access easement, or utility easement benefiting any Lot that has been conveyed to a third-party Owner and upon which Improvements have been constructed; (b) no amendment shall materially impair the access rights of any existing Owner to public roads; and (c) no amendment shall impair the security interest of any First Lien Lender. The Declarant shall provide written notice of any amendment to all Owners and the Manager within fifteen (15) days of recording.

15.3 Tiered Amendment Structure After Declarant Control Period

After the expiration of the Declarant Control Period, amendments to this Declaration shall be classified into three tiers based on the nature and impact of the proposed change. Each tier requires a different level of Owner approval as set forth in Sections 15.4, 15.5, and 15.6 below. No amendment under any tier shall be effective until recorded in the Official Public Records of El Paso County, Texas. The classification of a proposed amendment into the appropriate tier shall be determined by its substantive effect, not by its characterization by the proponent. In the event of any dispute regarding the proper classification of a

proposed amendment, the Manager shall make the determination, which may be challenged by any Owner in a court of competent jurisdiction. If the Declarant still owns any Lot within the Property at the time of a proposed amendment, the Declarant's written consent shall be required for any amendment under any tier, in addition to all other requirements set forth herein.

15.4 Tier 1 — Administrative and Operational Amendments

(a) Tier 1 amendments are those that modify the administrative, operational, or regulatory provisions of this Declaration without altering the physical configuration of easements, access routes, parking areas, utility corridors, or drainage facilities. Tier 1 amendments include, without limitation: changes to parking regulations (such as time limits, overnight parking rules, visitor designations, and employee parking zones); updates to signage rules, design standards, or wayfinding specifications; modifications to technology and telecommunications standards; changes to maintenance standards or procedures; updates to insurance requirements; changes to administrative fees, estoppel certificate procedures, or notice requirements; and updates necessary to comply with changes in applicable law.

(b) Tier 1 amendments require the written approval of Owners holding at least fifty-one percent (51%) of the total Building Envelope Area within Sage Business Park, plus the written approval of the Manager.

(c) Tier 1 amendments do not require the consent of any First Lien Lender unless the amendment would materially increase the assessment obligations of any Owner.

15.5 Tier 2 — Structural Amendments

(a) Tier 2 amendments are those that modify the physical configuration, location, or scope of easements, access routes, parking areas, utility corridors, drainage facilities, or other infrastructure within Sage Business Park, provided that equivalent or substantially similar rights are maintained for all existing Lots. Tier 2 amendments include, without limitation: reconfiguring internal access routes, driveways, or drive aisles; redesigning parking layouts or reallocating parking areas among Lots; relocating utility corridors, drainage easements, or telecommunications infrastructure; adding new easement types or expanding existing easement areas; annexing additional land into the Property; modifying the Easement Area dimensions defined in Section 1.5; changes to the Declarant Control Period threshold; and modifications to the tiered amendment thresholds set forth in this Article.

(b) Tier 2 amendments require the written approval of Owners holding at least seventy-five percent (75%) of the total Building Envelope Area within Sage Business Park, plus the written approval of the Manager.

(c) Tier 2 amendments that would materially alter the cross-parking easement under Article III, the vehicular access easement under Article IV, the utility easement under Article V, or the drainage easement under Article VI shall not be effective unless consented to in writing by all First Lien Lenders whose Lots are affected by the amendment, or unless such First Lien Lenders fail to respond within sixty (60) days after receipt of written notice of the proposed amendment sent by certified mail, return receipt requested.

(d) No Tier 2 amendment shall reduce the total number of parking spaces available within Sage Business Park below the minimum required by applicable zoning ordinance, eliminate any Lot's vehicular access to a public road, or disconnect any Lot from utility or drainage service.

15.6 Tier 3 — Fundamental Changes

(a) Tier 3 changes are those that would eliminate, extinguish, or materially reduce a core easement right benefiting any existing Lot without providing an equivalent or substantially similar replacement right. Tier 3 changes include, without limitation: eliminating or materially reducing the cross-parking easement established under Article III; permanently closing an access route serving one or more Lots without providing equivalent alternative access; terminating or materially reducing a utility easement serving one

or more Lots without providing equivalent utility service through an alternative route; eliminating or materially reducing a drainage easement in a manner that would cause flooding or drainage impairment to any Lot; and any amendment that would cause a Lot to lose vehicular access to a public road.

(b) Tier 3 changes require the unanimous written consent of all Owners of all Lots within Sage Business Park whose easement rights would be affected by the change, plus the written consent of all First Lien Lenders encumbering such affected Lots, plus the written consent of the Manager.

(c) For the avoidance of doubt, Tier 3 protections apply regardless of the percentage of Building Envelope Area held by the proponents of the change. A Lot's core easement rights under this Declaration cannot be eliminated or materially diminished by a supermajority vote of other Owners. This provision is intended to ensure that the fundamental access, parking, utility, and drainage rights established by this Declaration are grandfathered and protected for each Lot in perpetuity, subject only to the unanimous consent of affected parties.

15.7 Protection of Individual Lot Rights

(a) Notwithstanding any other provision of this Article, no amendment at any tier that would physically alter a specific Lot's primary vehicular access point, eliminate or relocate parking spaces on a specific Lot, or require the installation of new infrastructure on a specific Lot shall be effective without the prior written consent of the Owner of that specific Lot, even if the required percentage of total Building Envelope Area has approved the amendment.

(b) For purposes of this Section, "primary vehicular access point" means the driveway, curb cut, or access route that provides the principal means of vehicular ingress and egress between the Owner's Lot and the internal road network or public road system. A Lot may have more than one primary vehicular access point.

(c) This Section does not apply to amendments that affect Common Areas, shared infrastructure, or easement areas that do not directly alter a specific Lot's individual access, parking, or infrastructure configuration.

15.8 General Amendment Requirements

(a) All amendments to this Declaration, regardless of tier, shall be in writing and shall be recorded in the Official Public Records of El Paso County, Texas. No amendment shall be effective until so recorded.

(b) The proponent of any amendment shall provide written notice of the proposed amendment to all Owners and all First Lien Lenders who have provided notice addresses to the Manager at least thirty (30) days prior to the effective date of the amendment, together with a copy of the proposed amendment and a statement identifying the tier under which the amendment is proposed.

(c) The Manager shall maintain a record of all amendments to this Declaration, including the date of recording, the tier classification, and the Clerk's File Number, and shall make such record available to any Owner, prospective purchaser, or First Lien Lender upon request.

(d) For purposes of calculating the percentage of total Building Envelope Area required for any amendment, the Building Envelope Area of each Lot shall be determined by the most recent as-built survey. For any Lot on which no Improvement has been constructed, the Building Envelope Area for voting purposes shall be the Building Envelope Area shown on the most recently approved site plan or architectural plans for that Lot; if no site plan has been approved, such Lot shall have zero Building Envelope Area for voting purposes until a site plan is approved or an Improvement is constructed. Lots owned by the Declarant or its affiliates shall be included in the calculation of total Building Envelope Area and shall be entitled to vote on proposed amendments.

15.9 Termination

This Declaration may be terminated only by an instrument signed by all Owners of all Lots within Sage Business Park and consented to in writing by all First Lien Lenders. Any termination shall be recorded in the Official Public Records of El Paso County, Texas. Termination of the Covenants shall not, by itself, terminate this Declaration.

15.10 Survival

The easements established herein are intended to be independently enforceable and shall survive and remain in full force and effect regardless of: (a) the amendment, restatement, or termination of the Covenants; (b) the replacement of the Manager; (c) the dissolution or reorganization of the Declarant; (d) the expiration of the Declarant Control Period; (e) any change in the number, size, or configuration of Lots within the Property; or (f) any amendment adopted under the tiered amendment structure of Sections 15.3 through 15.8 that does not comply with the Tier 3 requirements of Section 15.6, so long as the Property or any portion thereof continues to be used for commercial or business park purposes.

ARTICLE XVI – LENDER PROTECTIONS

16.1 Easements Survive Foreclosure

The easements established by this Declaration shall not be extinguished, impaired, or modified by the foreclosure of any deed of trust or mortgage encumbering any Lot. A purchaser at any foreclosure sale, or any party acquiring a Lot by deed in lieu of foreclosure, shall take title subject to all easements established herein.

16.2 Lender Consent for Amendments

No amendment to this Declaration that would materially alter, impair, or extinguish the cross-parking easement, vehicular access easement, utility easement, or drainage easement benefiting any Lot shall be effective against a First Lien Lender unless such First Lien Lender consents in writing to the amendment, or unless such First Lien Lender fails to respond within sixty (60) days after receipt of written notice of the proposed amendment.

16.3 Estoppel Certificates

Upon written request from a First Lien Lender, the Manager shall issue an estoppel certificate within fifteen (15) business days, certifying: (a) that this Declaration is in full force and effect and has not been amended, or identifying any amendments; (b) whether any notices of violation have been issued and remain uncured with respect to the affected Lot's easement obligations; and (c) any other information reasonably requested for underwriting or loan servicing purposes. The Manager may charge a reasonable administrative fee, not to exceed \$250.00, for the preparation of each certificate.

16.4 Non-Disturbance

The Declarant and the Manager shall execute reasonable non-disturbance agreements requested by First Lien Lenders, confirming that the easement rights benefiting the encumbered Lot shall not be disturbed so long as the Owner (or any successor acquiring the Lot through foreclosure) complies with this Declaration.

16.5 Declarant Actions Not to Impair Lender Security

Notwithstanding any other provision of this Declaration, no exercise by the Declarant of its reserved rights under Article XII shall impair, subordinate, or otherwise adversely affect the security interest of any First Lien Lender in any Lot. If a Declarant action under Article XII results in a material change to the configuration of a Lot that is encumbered by a first lien deed of trust, the Declarant shall provide written

notice to the affected First Lien Lender (if the First Lien Lender has provided a notice address to the Manager) at least thirty (30) days prior to commencing such action.

ARTICLE XVII – MISCELLANEOUS

17.1 Governing Law

This Declaration shall be governed by and construed in accordance with the laws of the State of Texas.

17.2 Severability

If any provision of this Declaration or the application thereof to any person or circumstance is held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision or application of this Declaration which can be given effect without the invalid provision, and to this end, the provisions of this Declaration are severable.

17.3 Runs with the Land

The easements, covenants, conditions, and restrictions set forth in this Declaration shall run with the land and shall be binding upon and inure to the benefit of the Declarant, each Owner, each Occupant, and their respective heirs, successors, assigns, lessees, and sublessees, regardless of whether any deed or conveyance specifically refers to this Declaration. Every person or entity who acquires any interest in any Lot within Sage Business Park shall be deemed to have accepted and agreed to be bound by all provisions of this Declaration by the act of acquiring such interest.

17.4 Notices

All notices required or permitted under this Declaration shall be in writing and shall be deemed given when: (a) personally delivered; (b) deposited in the United States mail, postage prepaid, certified or registered, return receipt requested; or (c) sent by nationally recognized overnight courier, addressed to the party at the address shown in the Official Public Records or at such other address as the party may designate by written notice. Notices to the Manager shall be sent to the address on file with the Official Public Records of El Paso County, Texas.

17.5 Relationship to Covenants

This Declaration is intended to complement the Covenants. In the event of any conflict between the easement provisions of this Declaration and the Covenants, this Declaration shall control with respect to the existence, scope, and enforceability of the easements established herein. The Covenants shall control with respect to assessments, maintenance funding, architectural controls, use restrictions, and other matters not directly related to the grant and protection of easement rights. The Covenants may restate or summarize the easement provisions of this Declaration for the convenience of Owners and title examiners; in the event of any inconsistency between such restatement and this Declaration, this Declaration shall control.

17.6 Constructive Notice

Recording of this Declaration in the Official Public Records of El Paso County, Texas, shall constitute constructive notice of its contents to all persons and entities. Each Owner, by accepting a deed to a Lot, acknowledges receipt of and agrees to be bound by this Declaration, whether or not the deed specifically refers to this Declaration.

17.7 Headings

The article and section headings in this Declaration are for convenience of reference only and shall not affect the interpretation or construction of any provision hereof.

17.8 Entire Agreement

This Declaration, together with the Covenants and any Recorded Access Easements, constitutes the entire agreement among the parties with respect to the easement rights affecting the Property. No oral representation, promise, or agreement shall modify or supplement this Declaration unless reduced to writing, executed by the Declarant, and recorded in the Official Public Records of El Paso County, Texas.

17.9 No Dedication

Nothing in this Declaration shall be deemed a dedication of any portion of the Property for public use. The easements established herein are private easements for the benefit of Owners, Occupants, and their invitees, and do not create any rights in the general public. Any dedication of land for public use shall require the express written consent of the Declarant and shall be made by separate instrument.

17.10 Force Majeure

If the performance of any obligation under this Declaration is delayed or prevented by fire, flood, earthquake, acts of God, pandemic, epidemic, war, terrorism, riot, government action or inaction, material shortages, labor disputes, or any other cause beyond the reasonable control of the obligated party, the time for performance shall be extended by the period of delay, and no party shall be liable for damages resulting from such delay.

17.11 Counterparts

This Declaration may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

17.12 Supremacy and Interpretation of Companion Documents

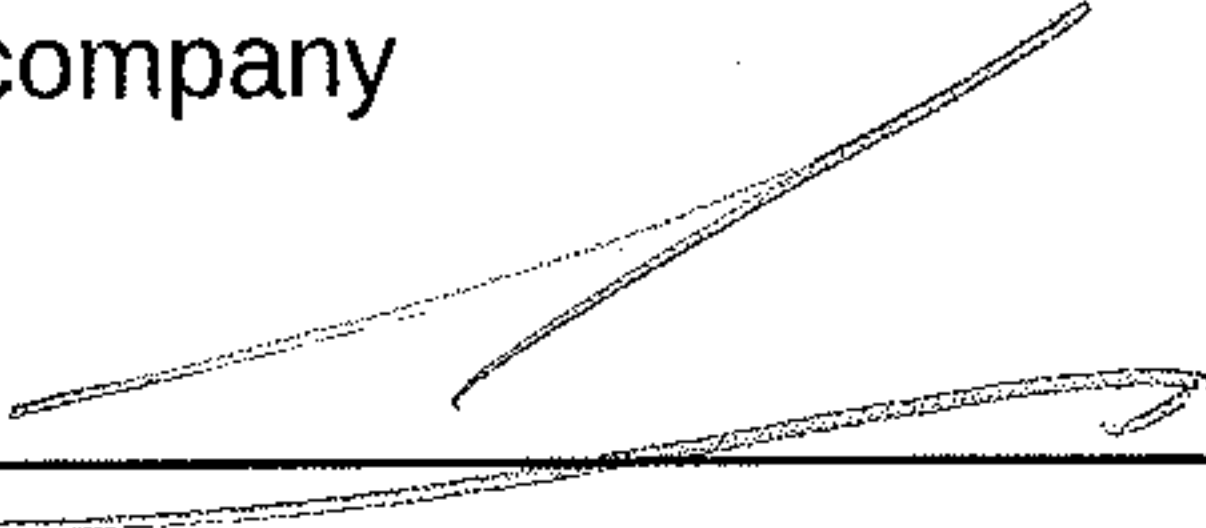
This Declaration, the Declaration of Covenants and Restrictions of Sage Business Park, and the Management Agreement of Sage Business Park are intended to be read and construed together as a unified framework governing Sage Business Park. In the event of conflict: (a) this Declaration of Easements shall control with respect to all easement rights, including but not limited to cross-parking, vehicular and pedestrian access, utilities, drainage, signage, telecommunications, emergency vehicle access, and medical waste transport easements; (b) the Declaration of Covenants and Restrictions shall control with respect to land use, assessments, maintenance funding, and architectural controls; and (c) the Management Agreement shall control with respect to the Manager's operational authority, compensation, and term of appointment. This conflict resolution hierarchy is consistent with Section 19.17 of the Covenants and Section 10.10 of the Management Agreement, and all three instruments shall be interpreted to give maximum effect to the easement rights established herein.

EXECUTION AND ACKNOWLEDGMENT

IN WITNESS WHEREOF, Declarant has executed this Declaration of Easements as of the date first written above.

DECLARANT:

SAGE BUSINESS PARK LLC,
a Texas limited liability company

By: _____ 

Name: George M. Dipp

Title: Manager

Date: April 16, 2026



Address:

Sage Business Park LLC
320 Texas Ave, Fl 2
El Paso, TX 79901

CONSENTED AND AGREED TO BY MANAGER:

SAGE PARK MANAGEMENT LLC,
a Texas limited liability company

By: _____ 

Name: George M. Dipp

Title: Manager

Date: April 16, 2026



Address:

Sage Park Management LLC
320 Texas Ave, Fl 2
El Paso, TX 79901

ACKNOWLEDGMENTS

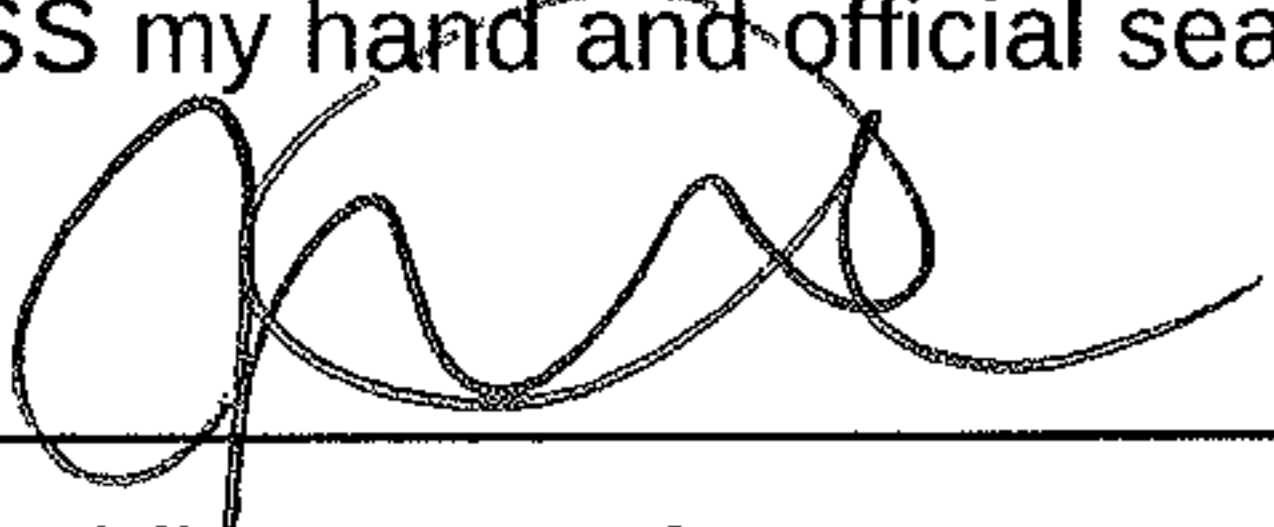
ACKNOWLEDGMENT – Sage Business Park LLC

STATE OF TEXAS

COUNTY OF EL PASO

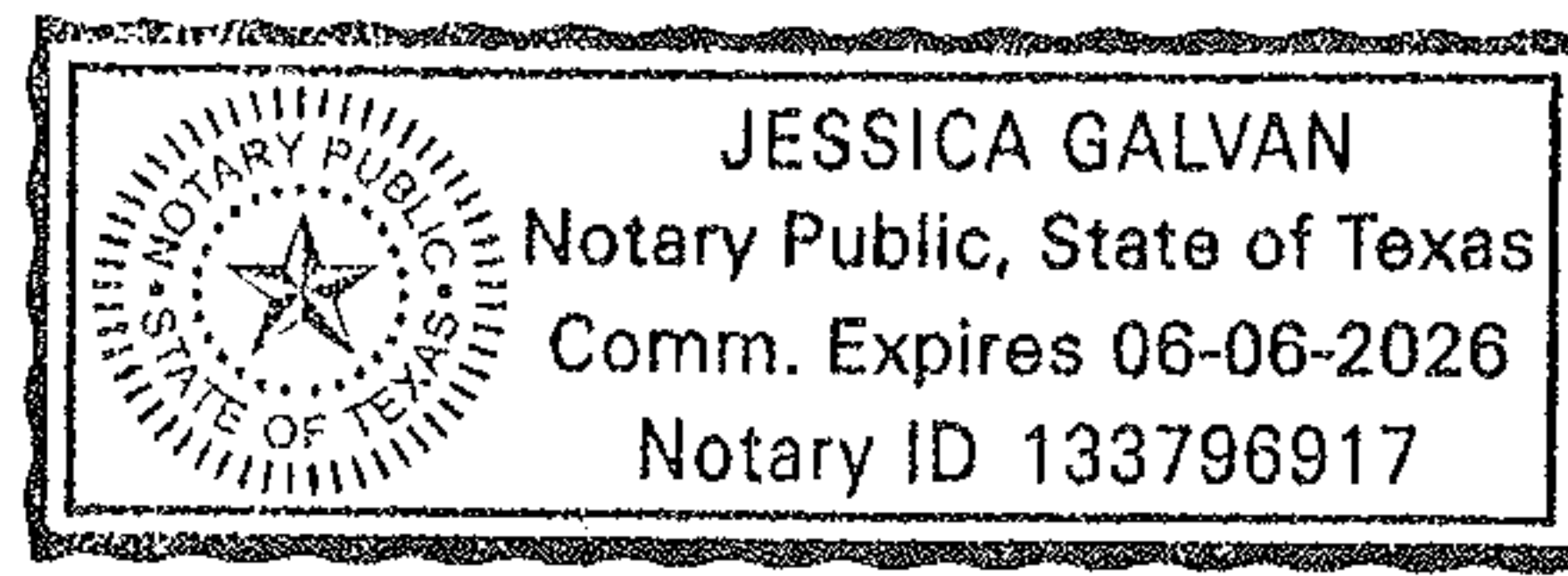
Before me, the undersigned notary public, on this ^{22nd} 16th day of April, 2026, personally appeared George M. Dipp, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity as Manager of Sage Business Park LLC, and that by his/her signature on the instrument, the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.



Notary Public, State of Texas

My Commission Expires: 06/06/2026



[NOTARY SEAL]

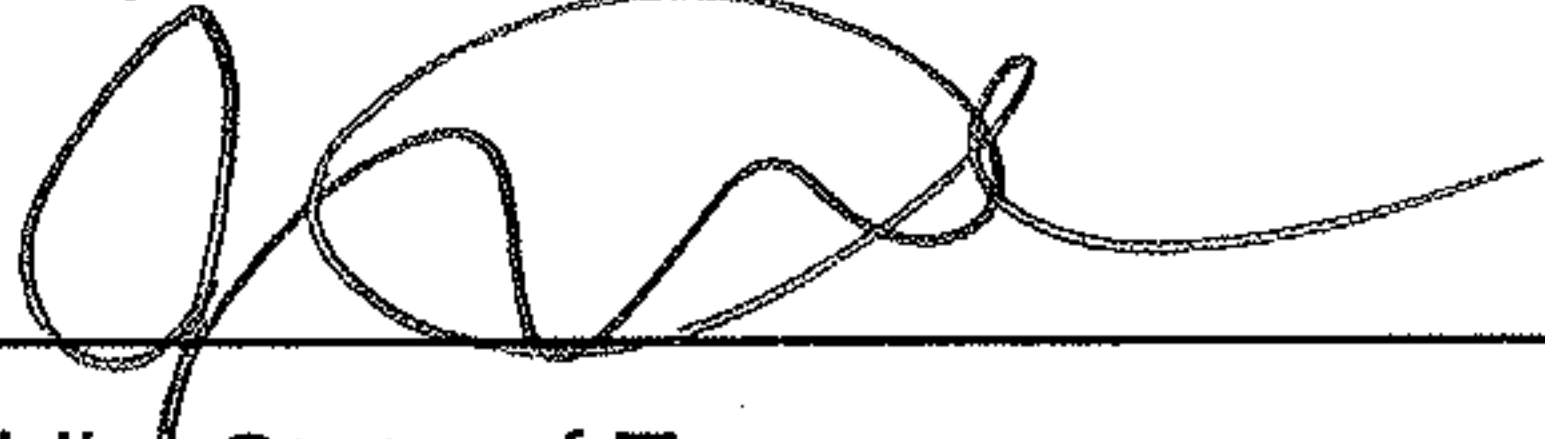
ACKNOWLEDGMENT – Sage Park Management LLC

STATE OF TEXAS

COUNTY OF EL PASO

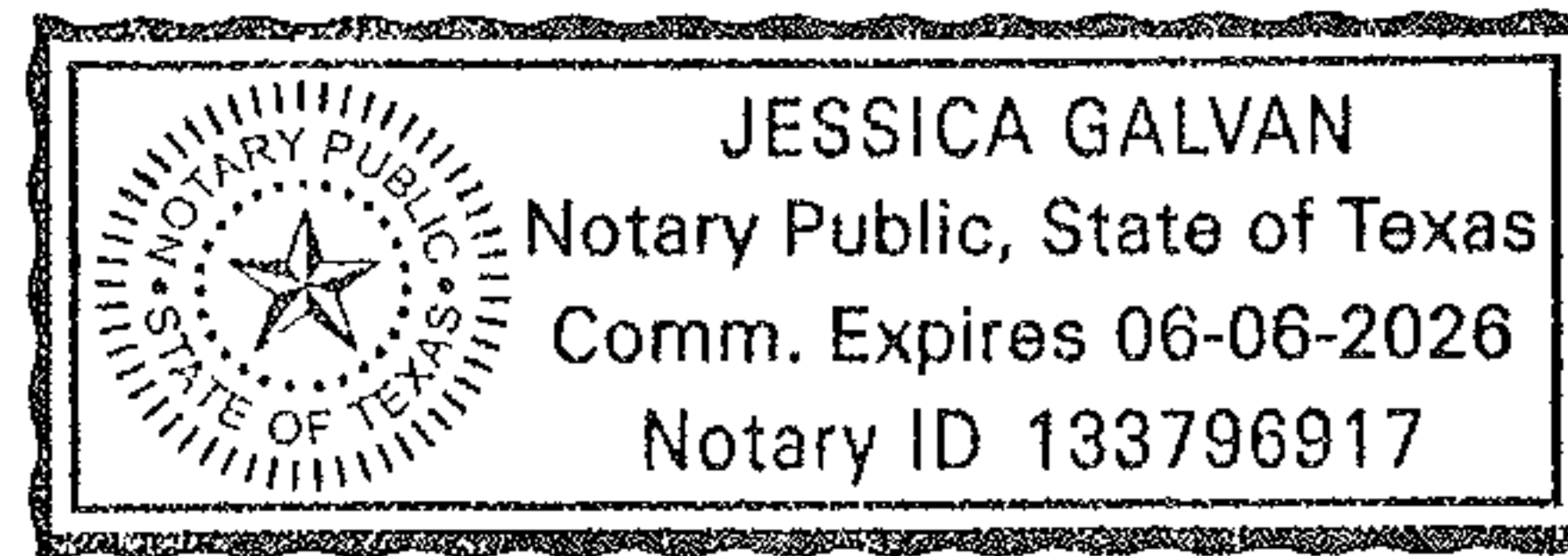
Before me, the undersigned notary public, on this ^{22nd} 16th day of April, 2026, personally appeared George M. Dipp, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity as Manager of Sage Park Management LLC, and that by his/her signature on the instrument, the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.



Notary Public, State of Texas

My Commission Expires: 06/06/2026



[NOTARY SEAL]

EXHIBIT A

DESCRIPTION OF PROPERTY

The "Property" subject to this Declaration of Easements consists of certain real property situated in Block 19, Cimarron Sage Unit Four, City of El Paso, El Paso County, Texas, as more particularly described below. The Property is comprised of three (3) parcels as identified by the El Paso Central Appraisal District and as depicted on the ALTA/NSPS Land Title Survey attached hereto as Exhibit B.

PARCEL 1 — MAIN PARCEL (IMPROVED)

El Paso Central Appraisal District Account No.: C545-999-0190-0110

Property Identification No.: 722221

Parcel Address: 7305 Paseo Del Norte Blvd, El Paso, Texas

Acreage: 5.660 acres

Legal Description: BLK 19 CIMARRON SAGE #4 PT OF 1 BEG 439.29 FT SE OF NEC (206.40 FT ON E — IRREG ON S — 291.43 FT ON W — IRREG ON N) (5.660 AC)

Being the same property described as Parcel 1 on the ALTA/NSPS Land Title Survey prepared by Huitt-Zollars, Inc. (PROL No. R317411.01), dated May 2024, attached hereto as Exhibit B. For complete metes and bounds, see the property description prepared by Huitt-Zollars, Inc. (Mitchell Sagun Pillar, RPLS 5491), Job No. R317411.02, dated January 6, 2025, describing 2.668 acres (Phase 1) and the remainder 3.930 acres (Phase 2), which together comprise the entirety of Lot 1, Block 19 (Parcels 1, 2, and 3 combined total 6.598 acres).

PARCEL 2 — PASEO DEL NORTE FRONTAGE

El Paso Central Appraisal District Account No.: C545-999-0190-0120

Property Identification No.: 722222

Parcel Address: Paseo Del Norte, El Paso, Texas

Acreage: 0.179 acres (7,784 sq. ft.)

Legal Description: BLK 19 CIMARRON SAGE #4 PT OF 1 BEG 291.43 FT N OF SWC (11.43 FT ON W — 326.27 FT ON N — IRREG ON S) (7,784.0 SQ FT)

Being the same property described as Parcel 2 on the ALTA/NSPS Land Title Survey prepared by Huitt-Zollars, Inc. (PROL No. R317411.01), dated May 2024, attached hereto as Exhibit B.

PARCEL 3 — ADJACENT TRACT

El Paso Central Appraisal District Account No.: C545-999-0190-0130

Property Identification No.: 726783

Parcel Address: (No address assigned)

Acreage: 0.759 acres (33,045 sq. ft.)

Legal Description: BLK 19 CIMARRON SAGE #4 PT OF 1 BEG 370.29' S OF NEC (IRREG ON N — 69' ON E — 487' ON S — 59.80' ON W) (33,045.00 SQ FT)

Being the same property described as Parcel 3 on the ALTA/NSPS Land Title Survey prepared by Huitt-Zollars, Inc. (PROL No. R317411.01), dated May 2024, attached hereto as Exhibit B.

AGGREGATE PROPERTY SUMMARY

Total Acreage: 6.598 acres (Parcels 1, 2, and 3 combined)

Location: Portion of Lot 1, Block 19, Cimarron Sage Unit Four, City of El Paso, El Paso County, Texas

Subdivision: Cimarron Sage Unit Four, as recorded in the Plat Records of El Paso County, Texas
School District: Canutillo Independent School District
Zoning: C-1 (Ordinance #19672) / C-3/c (east of zoning line per Ordinance #19672)

EPWU LEASE AREA — EXCLUDED FROM PROPERTY

The following parcel, identified as "Parcel 4" on the ALTA/NSPS Land Title Survey (Exhibit B), is expressly excluded from the "Property" as defined in this Declaration and is not subject to the easements, covenants, or restrictions established herein, except as expressly provided in Sections 5.8 and 6.1 with respect to stormwater infrastructure and drainage service:

Parcel 4 — EPWU Leased Access Easement: Approximately 0.200 acres, being a portion of Drainage Right of Way 1 of Northern Pass Pond 3, owned by the El Paso Municipal Drainage Utility (by and through the El Paso Water Utilities Public Service Board) and leased to Cimarron Sage, LLC (as assigned to Sage Business Park LLC) pursuant to the Lease dated September 14, 2023, as referenced by Memorandum of Lease recorded in Clerk's File No. 20230071212, Real Property Records of El Paso County, Texas, and as assigned by the Assignment of Lease executed July 2024.

Parcel 4 is owned by EPWU and is occupied by the Declarant under a leasehold interest only. The Declarant's rights and obligations with respect to Parcel 4 are governed exclusively by the EPWU Lease, as recognized in Section 5.8(d) and Section 11.5(e) of this Declaration. Notwithstanding the exclusion of Parcel 4 from the Property, the drainage easements, stormwater infrastructure, and EPWU access rights described in Sections 5.8 and 6.1 of this Declaration apply to and benefit Parcel 4 to the extent necessary to ensure stormwater conveyance and drainage service to the Property.

For the complete metes and bounds description of each Parcel, reference is hereby made to the ALTA/NSPS Land Title Survey attached hereto as Exhibit B, the record legal descriptions and as-surveyed legal descriptions set forth therein, and the recorded plats and deeds of record in the Official Public Records and Plat Records of El Paso County, Texas. In the event of any conflict between the abbreviated legal descriptions set forth above and the metes and bounds descriptions shown on the Survey (Exhibit B), the Survey shall control.

(End of Exhibit A)

EXHIBIT B

ALTA/NSPS LAND TITLE SURVEY

Attached hereto and incorporated herein by reference is the ALTA/NSPS Land Title Survey of the Property, consisting of two (2) sheets, prepared by:

Huitt-Zollars, Inc.

5822 Cromo Drive, Suite 210, El Paso, Texas 79912

Surveyor: Christian M. Wegmann, Registered Professional Land Surveyor, R.P.L.S. No. 6794

PROL No.: R317411.01

Date of Survey: May 2024 (Revised May 21, 2024)

Sheets: 2 of 2

Prepared for: Wolf Investment and Sage Business Park LLC

Title Commitment: Stewart Title Guaranty Company, File No. 2268316, Effective Date March 21, 2024

The Survey depicts the boundaries, dimensions, easements, encroachments, rights-of-way, and improvements for Parcels 1 through 4 within Lot 1, Block 19, Cimarron Sage Unit Four, and a Portion of the Drainage Right of Way of Northern Pass Pond 3, City of El Paso, El Paso County, Texas.

The two (2) sheets of the ALTA/NSPS Land Title Survey immediately follow this page.

(End of Exhibit B)

EXHIBIT C

SCHEDULE OF RECORDED INSTRUMENTS AFFECTING EASEMENT RIGHTS

The following recorded instruments create, establish, or affect easement rights, access rights, utility rights, or drainage rights within or benefiting the Property as of the date of this Declaration, as referenced in Section 11.5 of this Declaration:

1. Subdivision Plat — Cimarron Sage Unit Four

Clerk's File No. 20110050543, P.R.E.P.C.T. — Parcel 1. Utility easements for overhang of service wires, buried service wires, conduits, and pipes. [§ 11.5(a)]

2. Subdivision Plat — Northern Pass Pond 3

Clerk's File No. 20110046999, P.R.E.P.C.T. — Parcel 2. Utility easements for overhang of service wires, buried service wires, conduits, and pipes. [§ 11.5(b)]

3. Exclusive Access Easement — Hunt Communities / El Paso Natural Gas

Clerk's File No. 20120041951, D.R.E.P.C.T., dated March 12, 2012 — Parcel 2. [§ 11.5(c)]

4. Easement Agreement for Infrastructure — Canutillo ISD (Original)

Clerk's File No. 20230070061, D.R.E.P.C.T., dated Jan. 31, 2023, filed Sept. 22, 2023 — Parcel 1. Storm drain easement. As amended by Item 11 below. [§ 11.5(d)]

5. EPWU Lease / Memorandum of Lease — Drainage Right of Way

Clerk's File No. 20230071212, D.R.E.P.C.T., dated Sept. 14, 2023, filed Sept. 27, 2023 — Parcel 4 (0.200 ac, excluded from Property). 66" RCP trunk line, 10-ft separation zone. [§ 11.5(e)]

6. Development Agreement — Jones / Kasco Ventures

Vol. 2201, Pg. 1360, D.R.E.P.C.T., dated July 20, 1990, as amended in Vol. 2370 Pg. 1636, Vol. 2455 Pg. 612, and Vol. 4780 Pg. 768 — Parcel 1. [§ 11.5(f)]

7. Canutillo ISD Rock Wall Deed

Clerk's File No. 20230008280, D.R.E.P.C.T., dated Jan. 31, 2023 — Parcel 1. Completion of rock wall along shared property line. [§ 11.5(g)]

8. Canutillo ISD Grading/Storm Lines Deed

Clerk's File No. 20230070062, D.R.E.P.C.T., dated Sept. 21, 2023 — Parcel 1. Gradation and storm lines. [§ 11.5(h)]

9. Gas Utility Easement — Texas Gas Service Company

Recorded April 10, 2026, D.R.E.P.C.T. — Parcel 1. Natural gas pipelines, service lines, regulators, meters. [§ 11.5(i)]

10. Underground Easement — El Paso Electric Company

EPE Work Request DT00078307 / DT00079975, executed by Grantor Jan. 5, 2025, Executed by Grantor Jan. 5, 2025; EPE countersignature and recording pending — Parcel 1. Underground electric distribution. Site plan attached as Exhibit D. [§ 11.5(j)]

11. Amendment to Easement Agreement for Infrastructure — Canutillo ISD

Approved by Canutillo ISD Board Jan. 29, 2025; signed Jan. 31, 2025; recorded in the Official Public Records of El Paso County, Texas — Parcel 1. Amends Item 4 above; reroutes storm drain to avoid permanent structures. Reroute drawing attached as Exhibit E. [§ 11.5(k)]

This schedule is not exhaustive. Additional instruments may be recorded from time to time and shall be governed by Article XI of this Declaration.

(End of Exhibit C)

EXHIBIT D

EL PASO ELECTRIC COMPANY — UNDERGROUND EASEMENT SITE PLAN

Attached hereto and incorporated herein by reference is the site plan (Exhibit "A" to the EPE Underground Easement) depicting the underground electric distribution easement areas granted to El Paso Electric Company on the Property, including:

- 10'-wide underground easement corridors (typical)
- 12' x 18' padmount transformer and switchgear easement areas (typical)
- Overhead and overhead/underground transition easement areas

EPE Work Request: DT00078307 / DT00079975

Date of Site Plan: January 2, 2026

Prepared by: El Paso Electric Company

The EPE Underground Easement site plan immediately follows this page.

(End of Exhibit D)

EXHIBIT E

STORM DRAIN REROUTE DRAWING — CANUTILLO ISD AMENDMENT

Attached hereto and incorporated herein by reference is the storm drain reroute drawing depicting the amended storm drain alignment on Parcel 1, as authorized by the Amendment to Easement Agreement for Infrastructure between Sage Business Park LLC (as successor to Cimarron Sage, LLC) and Canutillo Independent School District, referenced in Section 6.8 and Section 11.5(k) of this Declaration.

Drawing Title: "New SD Easement 12.12.24 7255 Paseo Del Norte"

Date: December 12, 2024

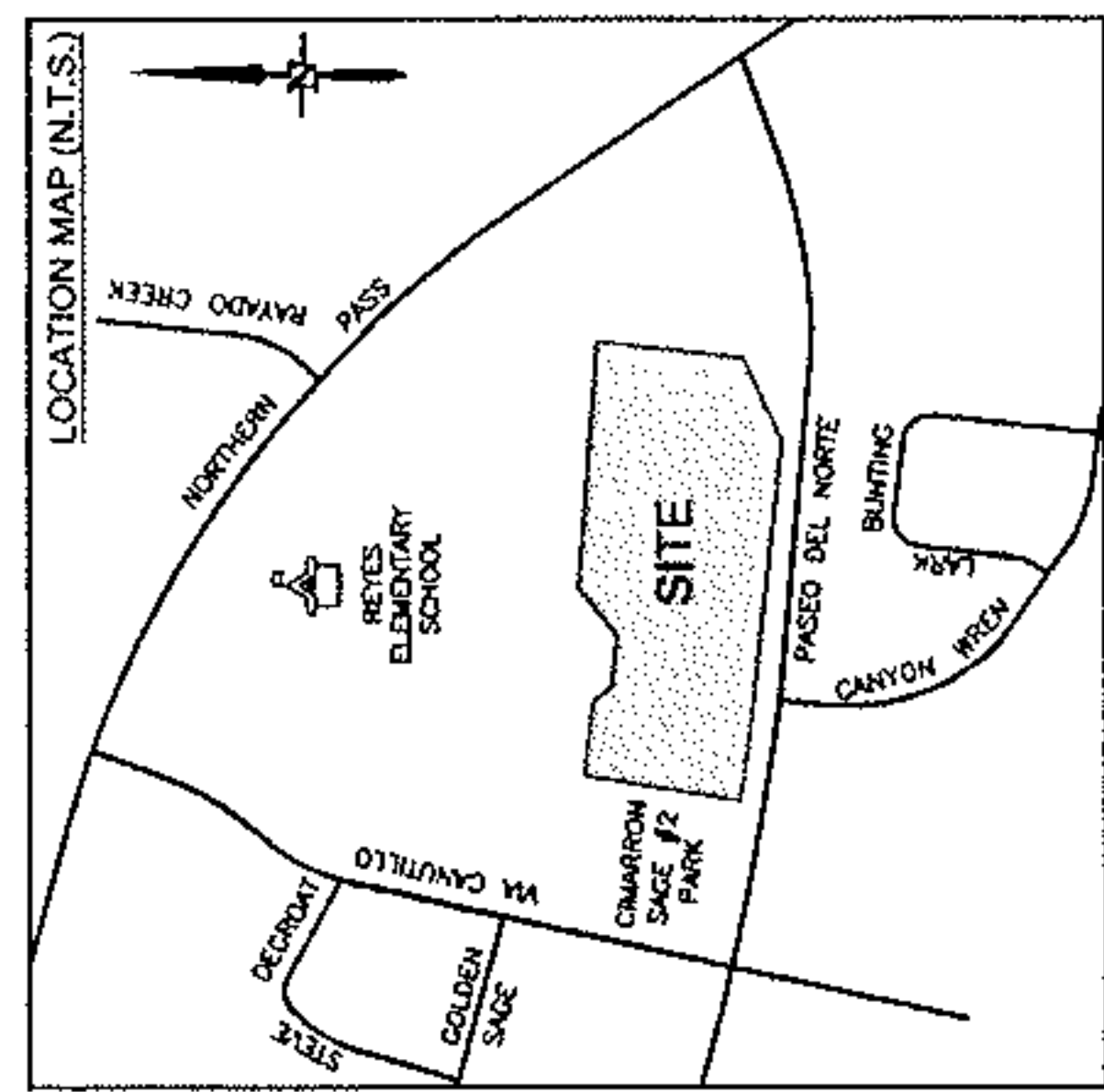
Prepared by: Karam Development / SMH Engineering

This drawing shows the rerouted storm drain easement alignment on Parcel 1, relocating the storm drain so that it does not pass under any permanent structure planned or constructed as part of the Sage Business Park development, as authorized under Section 6 of the original Easement Agreement for Infrastructure (Clerk's File No. 20230070061) and the Amendment approved by the Canutillo ISD Board of Trustees on January 29, 2025.

The storm drain reroute drawing immediately follows this page.

(End of Exhibit E)

ALTA / NSPS LAND TITLE SURVEY



REFERENCE DOCUMENTS:

- R: SUBDIVISION PLAT OF CIMARRON SAGE UNIT FOUR, RECORDED IN DOCUMENT NO. 2011-0051631, PLAT RECORDS OF EL PASO COUNTY, TEXAS.
- R1: SPECIAL WARRANTY DEED TO CIMARRON SAGE, LLC, RECORDED IN DOCUMENT NO. 2022-0008280, DEED RECORDS OF EL PASO COUNTY, TEXAS.
- R2: SPECIAL WARRANTY DEED TO CIMARRON SAGE, LLC, RECORDED IN DOCUMENT NO. 2022-0008280, DEED RECORDS OF EL PASO COUNTY, TEXAS.
- R3: SUBDIVISION PLAT OF CIMARRON SAGE UNIT TWO, RECORDED IN DOCUMENT NO. 2013-0006828, PLAT RECORDS OF EL PASO COUNTY, TEXAS.
- R4: SUBDIVISION PLAT OF NORTHERN PASS POND 3, RECORDED IN DOCUMENT NO. 2011-0046994, PLAT RECORDS OF EL PASO COUNTY, TEXAS.
- R5: SUBDIVISION PLAT OF PASEO DEL NORTE BLVD. UNIT TWO, RECORDED IN DOCUMENT NO. 2012-0074133, PLAT RECORDS OF EL PASO COUNTY, TEXAS.

NO.	REVISION	DATE
1	ADD ZONING BOUNDARY	5-21-24
2		
3	ZONE CLASSIFICATION	

HUITT ZOLLARS
 HUITT-ZOLLARS, INC.
 5822 CROMO DRIVE, SUITE 210
 EL PASO, TEXAS 79912
 (915) 587-4339
 FIRM REGISTRATION NO. 10025603

P.O. BOX 1681
 EL PASO, TEXAS 79948

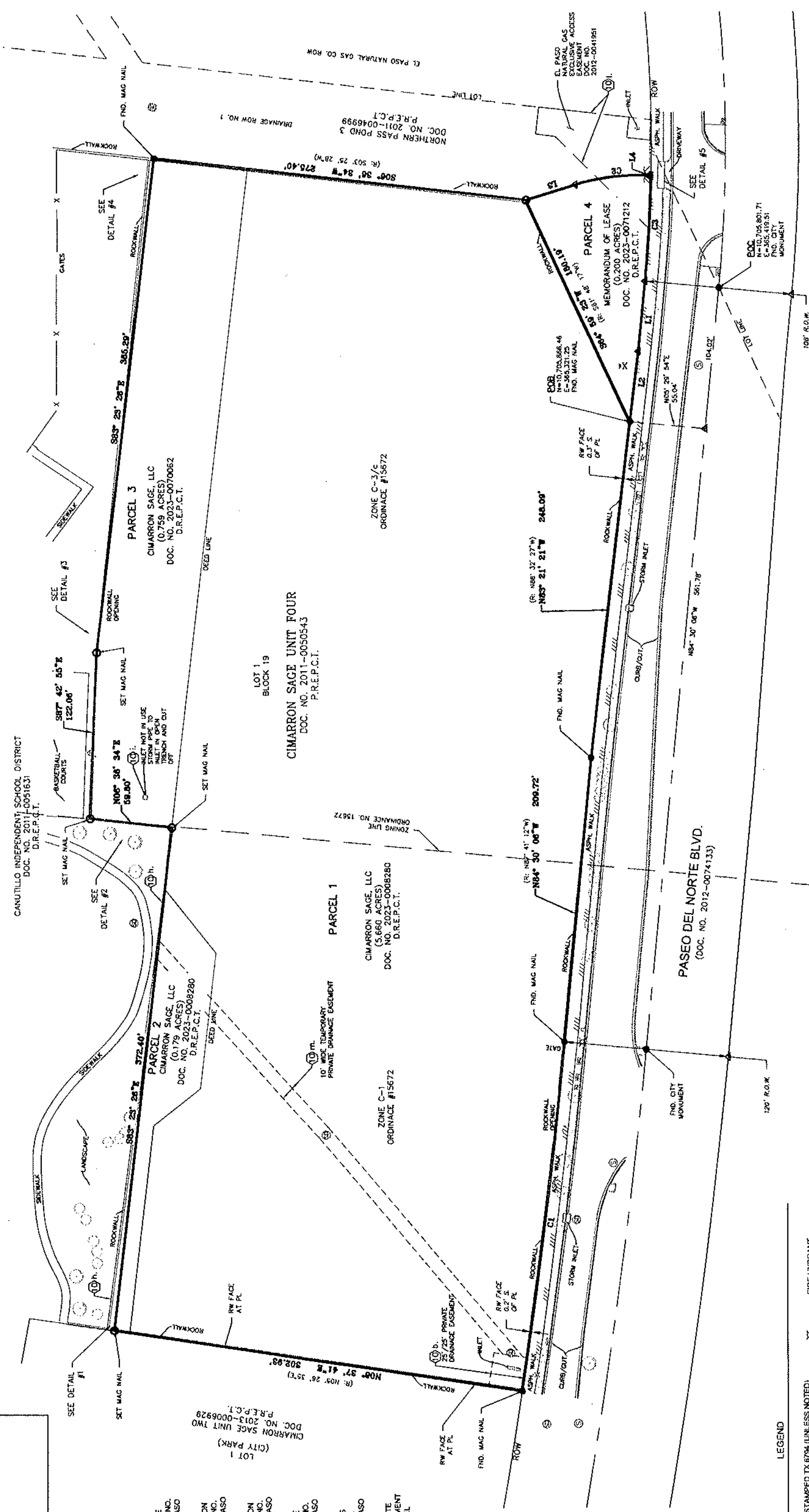
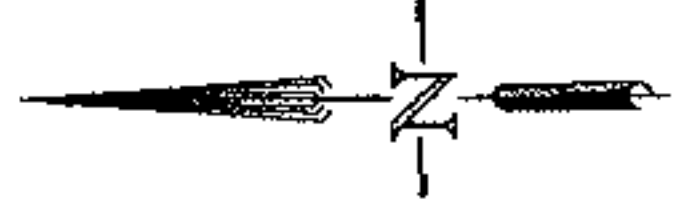


WOLF INVESTMENT

ALTA/NSPS LAND TITLE SURVEY
 SAGE UNIT FOUR, AND
 PORTION OF DRAINAGE RIGHT OF WAY 1
 NORTHERN PASS POND 3
 CITY OF EL PASO
 EL PASO COUNTY, TEXAS

DATE: MAY, 2024
 DRAWN BY: JZ
 CHECKED BY: DMW
 PROJ. No. R37411.01

SHEET 2 of 2



SURVEY NOTES:

- THE HORIZONTAL DATUM IS BASED ON THE TEXAS COORDINATE SYSTEM (NAD 83). ALL DISTANCES AND BEARINGS SHOWN ARE SURFACE VALUES USING A GROUND SCALE FACTOR OF 1.00023190, SCALED AT NMA, EWA.
- VALUES SHOWN ARE BASED ON GPS MEASUREMENTS MADE WITHIN THE EL PASO ISLAND OF THE TEXAS RTX COOP ADMINISTERED BY ALTERRA CENTRAL (RTXNET.COM)
- UNIT OF MEASURE: U.S. SURVEY FOOT.

LINE NO.	DIRECTION	LENGTH
L1	N84° 30' 06" W	52.06'
L2	N83° 21' 21" W	51.97'
L3	S17° 08' 42" E	38.12'
L4	S03° 27' 45" W	2.04'

CURVE NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	4740.00'	003°07'46"	258.89'	N82° 56' 13" W	258.85'
C2	150.00'	020°36'27"	53.95'	N05° 50' 28" W	53.66'
C3	1045.99'	004°14'45"	77.51'	N86° 37' 28" W	77.49'

- LEGEND**
- SET 5/8" REBAR WITH CAP STAMPED TX 6794 (UNLESS NOTED)
 - FND. SURVEY MARKER (AS NOTED)
 - ▲ CALCULATED CORNER
 - △ DEED RECORDS OF EL PASO COUNTY, TEXAS
 - D.R.E.P.C.T. PLAT RECORDS OF EL PASO COUNTY, TEXAS
 - POB POINT OF BEGINNING
 - ROW RIGHT OF WAY
 - DOC DOCUMENT
 - N.T.S. NOT TO SCALE
 - WATER VALVE
 - STOP SIGN
 - FIRE HYDRANT
 - STORM SEWER MANHOLE
 - SANITARY SEWER MANHOLE
 - SANITARY SEWER CLEANOUT
 - COMMUNICATIONS PULL BOX
 - LIGHT POLE
 - ELECTRIC PULL BOX
 - ELECTRIC VALVE
 - TREE / SHRUB
 - EDGE OF PAVEMENT
 - CHAIN LINK FENCE

05-08-2024

UNDERGROUND EASEMENT

EASEMENT

STATE OF TEXAS
COUNTY OF EL PASO

Work Request: DT00078307
DT00079975

For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **SAGE BUSINESS PARK LLC, A TEXAS LIMITED LIABILITY COMPANY,** hereinafter called Grantor, grants unto El Paso Electric Company, hereinafter called Grantee, its successors and assigns, whose address is P.O. Box 982, El Paso, Texas 79960, the perpetual right, privilege, authority and easement to enter and erect, construct, operate, remove, inspect, access, and maintain underground cables, lines, conductors, conduits, transformer installation including padmount and conventional, ducts, vaults, pullboxes, manholes, handholes, service facilities, fixtures and all other necessary equipment for an underground electric distribution system, with the right of access, ingress, and egress thereto for the installation, construction, operation, inspection, repair, maintenance, replacement, renewal or removal thereof, for the distribution of electricity, for any and all purposes, including communications, for which same is or may hereafter be used, over, upon and along the following described premises and the adjoining roads, streets and highways, in the county named above, to wit:

A portion of **LOT 1, BLOCK 19, CIMARRON SAGE UNIT FOUR, EL PASO COUNTY, TEXAS, AS MORE FULLY DESCRIBED IN THE REAL PROPERTY RECORDS OF THE CLERK OF EL PASO COUNTY IN THE STATE OF TEXAS IN DOCUMENT NO. 20240038757** as shown on the attached Exhibit A and made a part hereof,

with the right to trim any trees and flora along and around said electrical equipment so as to keep the electrical equipment cleared, and to do anything proper and necessary to operate and maintain same.

Buildings and structures of a permanent nature, including but not limited to fences, boundary walls, walkways and landscaping, that obstruct access to or safe operational clearances from Grantee's electrical equipment, will not be built on or over the easement, except with the prior written consent of Grantee.

This Easement is effective upon the date it is executed by Grantor as stated in the Acknowledgement of Grantor's execution.

[Signatures on following page.]

UNDERGROUND EASEMENT

Work Request: DT00078307 DT00079975

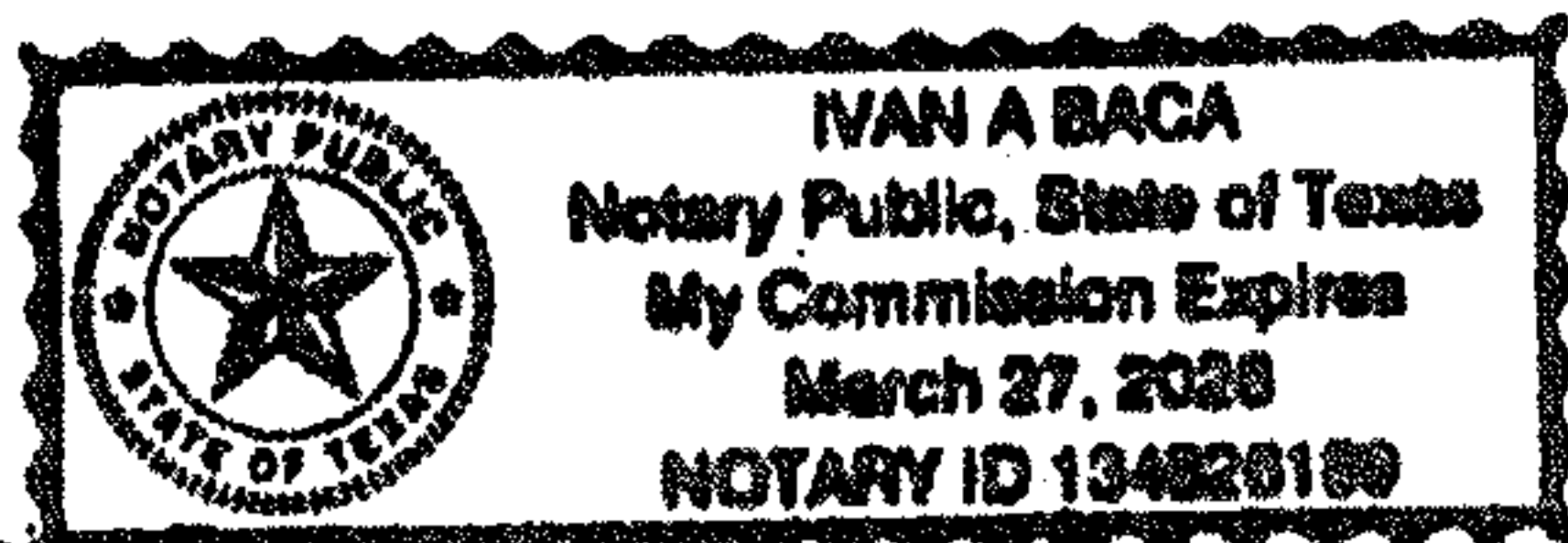
GRANTOR

SAGE BUSINESS PARK LLC, A TEXAS LIMITED LIABILITY COMPANY

By: _____
Name: George M Dipp
Title: Manager

THE STATE OF TX
COUNTY OF EL PASO

This instrument was acknowledged before me on this 5th day of January, 2025
by George M. Dipp, Manager of
Sage Business Park who stated that (s)he executed same for the purpose
and consideration therein expressed and in the capacity therein stated.



Commission Expires:

Ivan A. Baca
Notary Public in and for
the State of TX

GRANTEE

EL PASO ELECTRIC COMPANY

By: _____
Name: Aurea D. Garcia
Title: Supervisor – Land Management

THE STATE OF TEXAS §
COUNTY OF EL PASO §

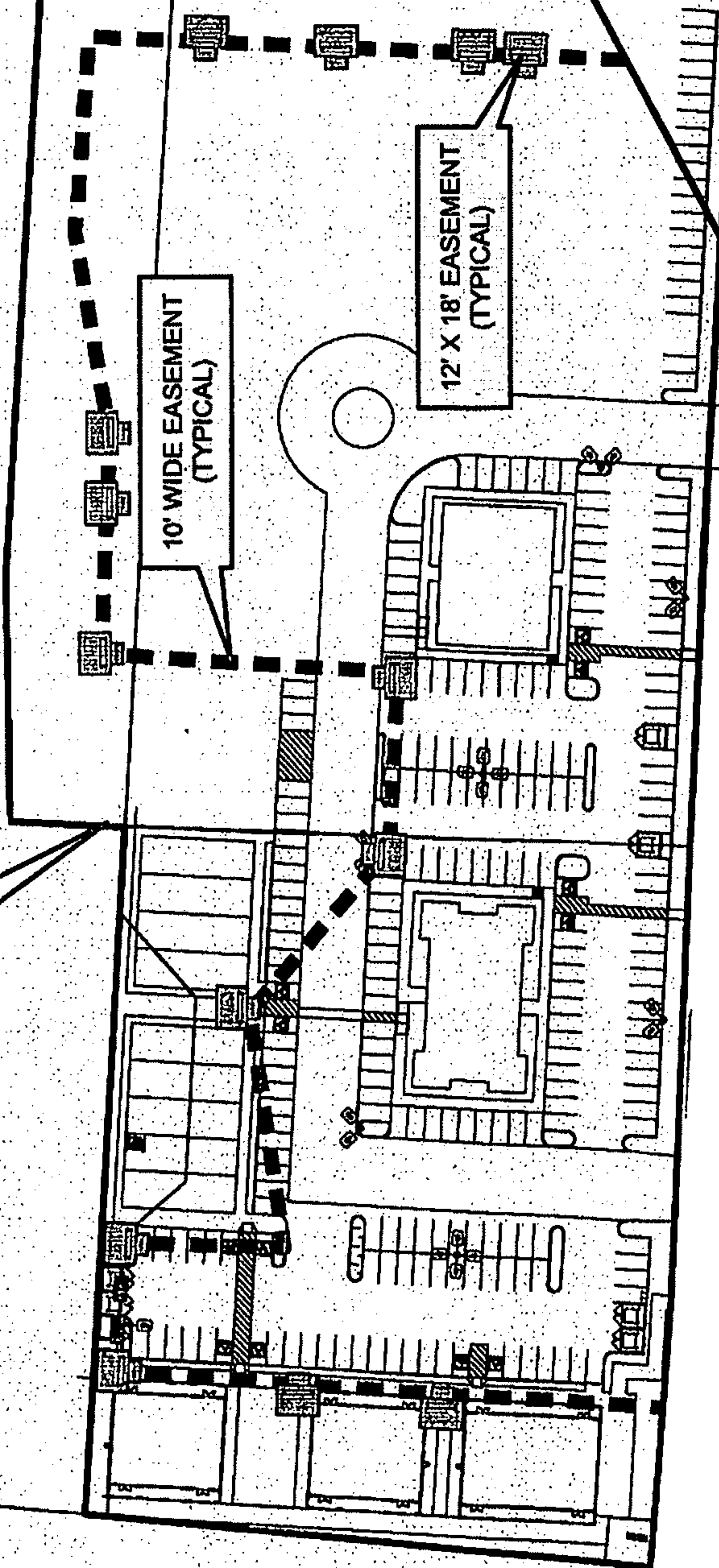
This instrument was acknowledged before me on this _____ day of _____, 20____
by Aurea D. Garcia, Supervisor – Land Management of El Paso Electric Company who stated that (s)he
executed same for the purpose and consideration therein expressed and in the capacity therein stated.

Notary Public in and for
the State of Texas

Commission Expires:

EXHIBIT "A"

LOT 1,
BLOCK 19,
CIMARRON SAGE UNIT FOUR,
EL PASO COUNTY, TEXAS,
AS MORE FULLY DESCRIBED IN
THE REAL PROPERTY RECORDS
OF THE CLERK OF EL PASO COUNTY
IN THE STATE OF TEXAS IN
DOCUMENT NO. 20240038757



CANYON WREN AVENUE

PASEO DEL NORTE BOULEVARD



NOT TO SCALE

LEGEND (NOT ALL SYMBOLS APPLY)

	PADMOUNT TRANSFORMER		UNDERGROUND EASEMENT
	ANCHOR EASEMENT		OVERHEAD EASEMENT
	SWITCH GEAR		OVERHEAD/UNDERGROUND EASEMENT
			EXISTING POWERLINE



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Amendment to Easement Agreement for Infrastructure

Date: January 29 2025

Grantor: Sage Business Park LLC, a Texas limited liability company, successor in interest to Cimarron Sage, LLC, a Texas limited liability company

Grantor's Mailing Address:

Sage Business Park LLC
320 Texas Ave Fl 2
El Paso TX 79901

Grantee: Canutillo Independent School District, a Texas independent school district

Grantee's Mailing Address:

Canutillo Independent School District
7965 Artcraft
El Paso, Texas 79932

Easement Agreement for Infrastructure ("Original Easement Agreement"): Filed and recorded as Doc. # 20230070061 in the Official Records of El Paso County, Texas.

Consideration: The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Amendment to Original Easement Agreement. The Original Easement Agreement is hereby amended as follows: The Easement Property identified in the Easement Agreement ("Original Easement Property") is hereby replaced in its entirety by the easement property identified and depicted in Exhibit A attached hereto ("New Easement Property"). The Original Easement Property is hereby no longer subject to the Easement Agreement as amended hereby. The New Easement Property is subject to the terms and conditions of the Original Easement Agreement and this Amendment (as defined below).

Terms and Conditions: The following terms and conditions apply to this Amendment to Easement Agreement for Infrastructure ("Amendment"):

1. **Original Easement Agreement Remains in Full Force and Effect.** Except as otherwise amended by this Amendment, all terms and conditions set forth in the Original Easement

Agreement and shall remain in full force and effect and binding upon and inure to the benefit of all parties, their heirs, successors, and assigns.

2. **Defined Terms.** Defined terms are as defined in the Original Easement Agreement unless otherwise defined in this Amendment.

3. **Grantor Responsible for All Costs and Expenses.** For sake of clarity, Grantor shall remain fully liable for all costs and expenses incurred in relation to the improvement, maintenance, repair, and replacement of the New Easement Property and the Infrastructure.

4. **Governing Law.** This Amendment shall be governed by, and construed in accordance with, the laws of the State of Texas. Any disputes arising hereunder shall be resolved in a court of competent jurisdiction located in El Paso County, Texas.

5. **Counterparts.** This Amendment may be executed in multiple counterparts. All counterparts taken together constitute this Amendment.

6. **Further Assurances.** Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this Amendment.

7. **Entire Agreement.** This Amendment, the Original Easement Agreement, and any exhibits are the entire agreement of the parties concerning the New Easement Property and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of the other party or any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

8. **No Waiver of Sovereign Immunity.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PARTIES EXPRESSLY UNDERSTAND THAT GRANTEE IS A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, AND NOTHING IN THIS CONTRACT WILL BE CONSTRUED AS A WAIVER OR RELINQUISHMENT BY GRANTEE OF ITS RIGHT TO CLAIM SUCH EXEMPTIONS, PRIVILEGES, AND IMMUNITIES AS MAY BE PROVIDED BY LAW.

[signature pages follow]

GRANTOR:

Sage Business Park, LLC, a Texas limited liability company,

By: 

Name: George M Dipp

Title: Manager

GRANTEE:

Canutillo Independent School District, a Texas independent school district,

By: 

Dr. Pedro Galaviz, Superintendent

[signature page to Amendment to Easement Agreement for Infrastructure]

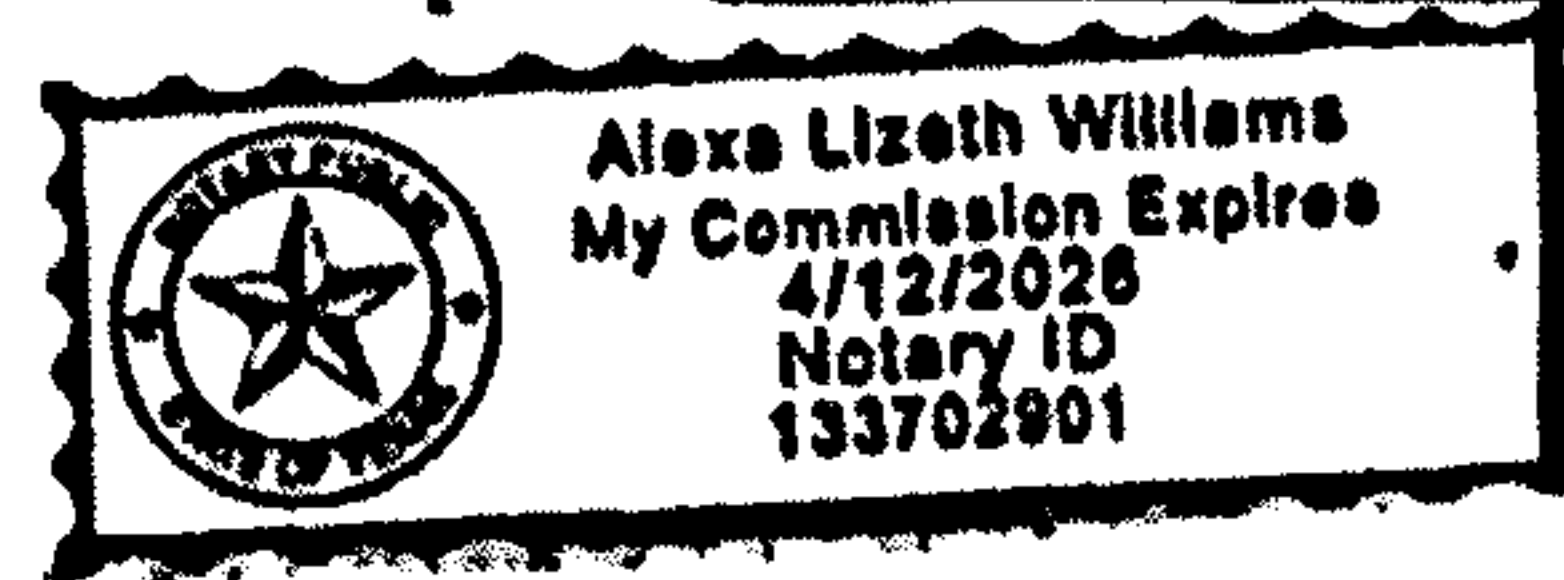
STATE OF TEXAS)

COUNTY OF EL PASO)

Before me, Alexa Williams, on this day personally appeared George H Dipp proved to me through Texas Driver's License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that George H Dipp executed the same as the act of Sage Business Park, LLC, a Texas limited liability company, as its Manager for the purposes and consideration therein expressed.

Given under my hand and seal of office this 31 day of January, 2025.

Alexa Williams
Notary Public, State of Texas
My commission expires: 04-12-2026



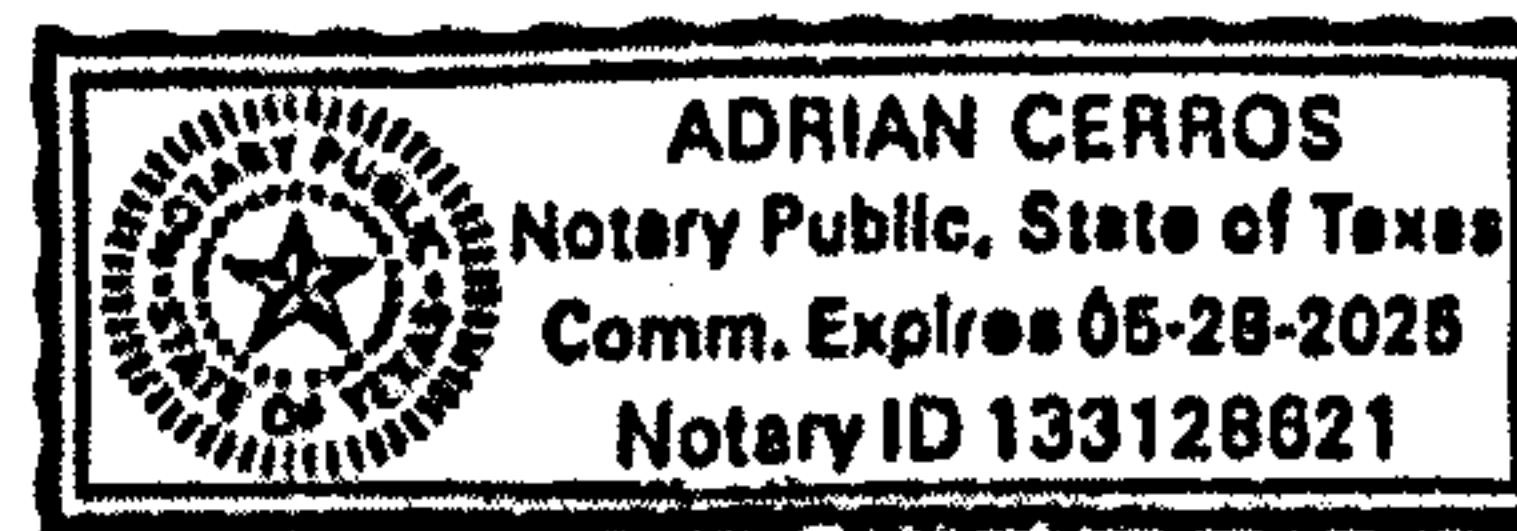
STATE OF TEXAS)

COUNTY OF EL PASO)

Before me, Adriana Cerros, on this day personally appeared Dr. Pedro Galaviz, proved to me through Texas Driver's License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Dr. Pedro Galaviz executed the same as the act of Canutillo Independent School District, a Texas Independent School District, as its Superintendent, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 29 day of January, 2025.

Adriana Cerros
Notary Public, State of Texas
My commission expires: 05-28-2025

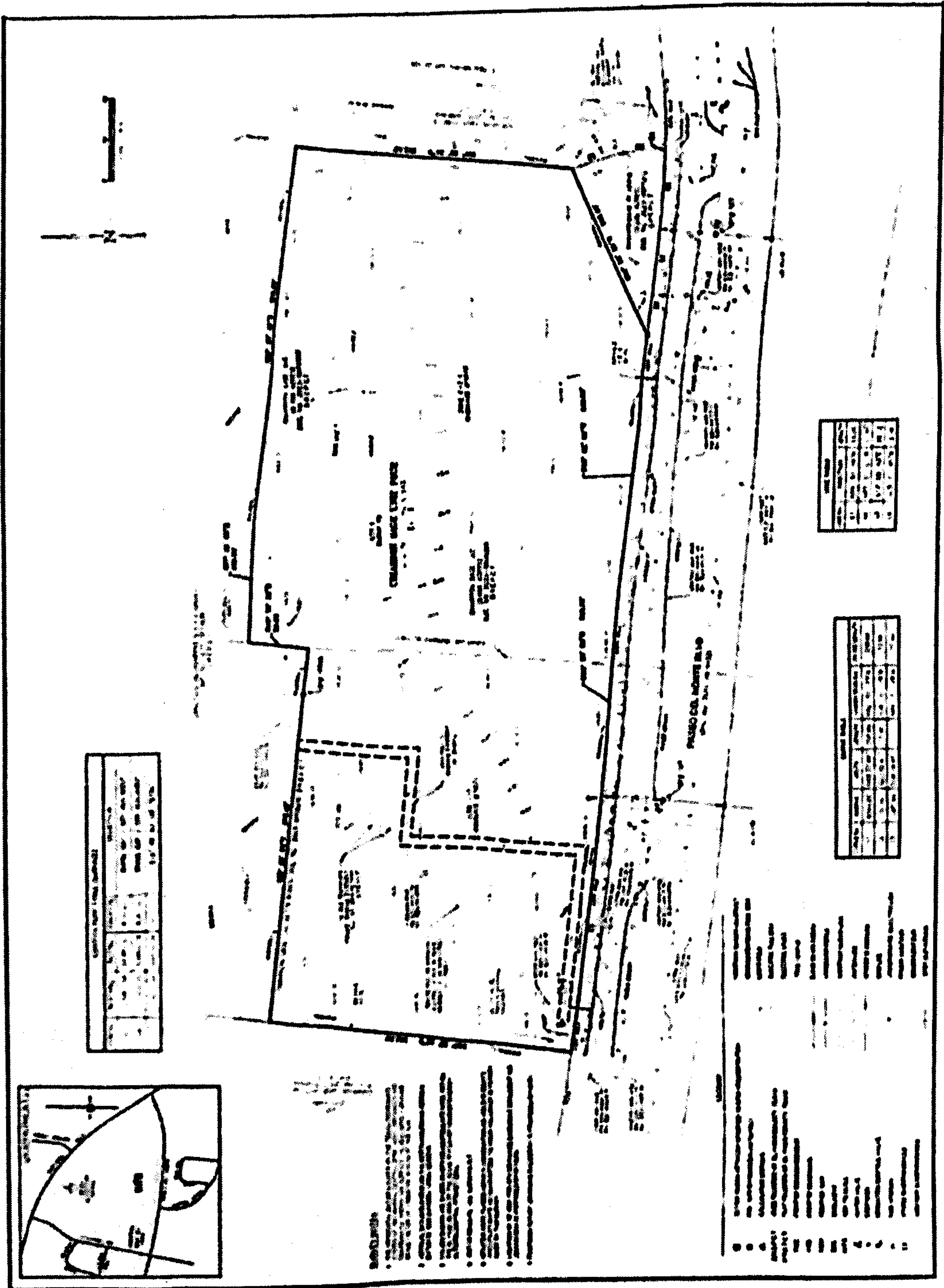


AFTER RECORDING RETURN TO:

Sage Business Park LLC
320 Texas Ave Fl 2
El Paso TX 79901

**EXHIBIT A TO
AMENDMENT TO EASEMENT AGREEMENT FOR INFRASTRUCTURE**


[see attached]



(Firm Documents\0381\000\00410509.DOCX 2)

SCANNED

Doc# 20250008592
#Pages 6 #NFPages 1
2/3/2025 12:24:48 P
Filed & Recorded in
Official Records of
El Paso County
Dalia Briones
County Clerk
Fees \$45.00

Scanned with
 CamScanner

I hereby certify that this Instrument was filed on the date and time stamped hereon by me and was duly recorded by document number in the Recording Division of Real Property in El Paso County.



EL PASO COUNTY, TEXAS

Dalia Briones

Doc # 20260033641
#Pages 47 #NFPages 1
04/23/2026 01:50 PM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees \$209.00

eRecorded

I hereby certify that this instrument was filed on the date and time stamped
hereon by me and was duly recorded by document number in the Recording
Division of Real Property in El Paso County.



Delia Briones

EL PASO COUNTY, TEXAS