

PUBLIC USE
EASEMENT AGREEMENT
For Sidewalk

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Charter Development Company, LLC, whose address is 3850 Broadmoor Ave SE Ste 201, Grand Rapids, MI 49512 (the "Grantor"), hereby grants, bargains, sells and conveys to the COUNTY OF ARAPAHOE, COLORADO, a body corporate and politic duly organized and existing under and by virtue of the laws of the state of Colorado, whose address is 5334 South Prince Street, Littleton, Colorado 80166 (the "Grantee"), its successors and permitted assigns, a perpetual non-exclusive easement (the "Easement") to construct sidewalks and pedestrian use (collectively the "Improvements") in, to, through, over, under and across a certain parcel of real property located in Arapahoe County, Colorado, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Premises"), pursuant to the following terms and conditions:

1. The Grantee, its agents, successors and permitted assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the construction, reconstruction, installation, operation, use, maintenance, repair, replacement and/or removal of the Improvements.
2. The Grantor shall not construct or place any structure or building, street light, power pole, yard light, mail box or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises, except with the prior consent of the Grantee. Any structure or building, street light, power pole, yard light, mail box or sign, whether temporary or permanent, or shrub, tree, woody

plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement or subsequently placed thereon may, except where the Grantee has consented thereto, be removed by the Grantee without liability for damages arising therefrom.

3. Upon completion of its activities, the Grantee, to the extent practicable, shall restore the Premises, including the surface of the ground and all landscaping, reasonably to the condition it was in immediately prior to the initiation of construction, except as necessarily modified to accommodate the Improvements.

4. The Grantee shall have the right to enter upon the Premises and to survey, construct, reconstruct, operate, use, maintain, repair, replace, and remove the Improvements, and to remove objects interfering therewith, including but not limited to these items placed on the Premises under paragraph 2 hereof. In addition, the Grantee shall have the right, subject to the Grantor's approval, to use so much of the adjoining premises of the Grantor during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required.

5. The Grantee shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Agreement, the Grantor shall not take any action which would impair the lateral or subjacent support for the Improvements.

6. It is expressly acknowledged and agreed that the Grantee shall have the right and authority to assign to any appropriate local governmental entity all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the Grantee herein.

In addition, the Grantee shall have the right and authority to grant temporary construction easements or license agreements to any appropriate local governmental entity for purposes authorized herein with respect to the Improvements.

7. The Grantee agrees that at such time and in the event that the Easement described herein be abandoned by the Grantee and any permitted assignee under paragraph 6 hereof, such Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors and/or assigns.

8. The Grantor warrants, covenants, grants, bargains and agrees to and with the Grantee that the Grantor is well seized of the premises above conveyed and has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature so-ever, except matters of record. The Grantor further promises and agrees to warrant and forever defend the Grantee in its quiet and peaceful possession of the Premises in the exercise of its rights hereunder against all and every person or person lawfully claiming or to claim the whole or any part thereof.

9. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, administrators, successors and permitted assigns of the Grantor and the Grantee.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Grantor: Charter Development Company, LLC

By: [Signature]

Name: ROBERT C. OWEN

Title: Member

County of Kent)
) s.s.
State of Colorado Michigan)

This foregoing instrument was acknowledged before me this 16th day of October, 2025
by Robert Owen as Member of Charter Development Company

My commission expires: 7/23/29. Witness my hand and official seal.

[Signature]

Carrie M Gulliford
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA
My Commission Expires July 23 2029
Acting in the County of Kent

Signature: _____
Name of notary _____
7915 30th Avenue Hudsonville MI 49426
Address of notary _____

For the Board of County Commissioners

Bryan D. Weimer, Director, Public Works and Development
Authorization pursuant to Resolution No.

**EXHIBIT A
LEGAL DESCRIPTION**

A PUBLIC USE EASEMENT, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 3, BEING MONUMENTED BY A FOUND 2-1/2 INCH DIAMETER ALUMINUM CAP, STAMPED WESTWOOD T4S R65W S4/S3/S9/S10 2024 PLS 38474, IN A RANGE BOX, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 3, BEING MONUMENTED BY A FOUND 2-1/2 INCH DIAMETER ALUMINUM CAP, STAMPED WESTWOOD T4S R65W S3/S10 2024 PLS 38474, BEARS NORTH 89°45'05" EAST, A DISTANCE OF 2649.42 FEET, IN ACCORDANCE WITH THE RECORDED PLAT OF SKY RANCH SUBDIVISION FILING NO. 7, AS RECORDED IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER, AT RECEPTION NO. E4078067, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 33°28'35" WEST, A DISTANCE OF 2974.08 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE, AND THE **POINT OF BEGINNING**;

THENCE THE FOLLOWING THIRTEEN (13) COURSES;

1. NORTHWESTERLY, A DISTANCE OF 1.80 FEET, ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 59.00 FEET, A CENTRAL ANGLE OF 01°44'50", A CHORD BEARING OF NORTH 06°31'00" WEST, AND A CHORD LENGTH OF 1.80 FEET, TO A POINT OF COMPOUND CURVATURE;
2. NORTHEASTERLY, A DISTANCE OF 32.74 FEET, ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 53.00 FEET, A CENTRAL ANGLE OF 35°23'41", A CHORD BEARING OF NORTH 12°03'16" EAST, AND A CHORD LENGTH OF 32.22 FEET, TO A POINT OF TANGENCY;
3. NORTH 29°45'06" EAST, A DISTANCE OF 2.47 FEET, TO A POINT OF CURVATURE;
4. NORTHEASTERLY, A DISTANCE OF 14.14 FEET, ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 27.00 FEET, A CENTRAL ANGLE OF 30°00'00", A CHORD BEARING OF NORTH 14°45'06" EAST, AND A CHORD LENGTH OF 13.98 FEET, TO A POINT OF TANGENCY;
5. NORTH 00°14'54" WEST, A DISTANCE OF 1.96 FEET, TO A POINT OF CURVATURE;
6. NORTHWESTERLY, A DISTANCE OF 22.33 FEET, ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 86.50 FEET, A CENTRAL ANGLE OF 14°47'28", A CHORD BEARING OF NORTH 07°38'38" WEST, AND A CHORD LENGTH OF 22.27 FEET, TO THE SOUTHWESTERLY LINE OF A RIGHT-OF-WAY DEDICATION, AS RECORDED IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER AT RECEPTION NO. E2010427, AND A POINT OF NON-TANGENCY;
7. SOUTH 49°23'29" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 19.00 FEET, TO THE WESTERLY RIGHT-OF-WAY OF NORTH CARRIE STREET, AS RECORDED IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER AT RECEPTION NO. E2018387;
8. SOUTH 00°14'54" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 28.87 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;
9. DEPARTING SAID RIGHT-OF-WAY, SOUTHWESTERLY, A DISTANCE OF 1.76 FEET, ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 33.00 FEET, A CENTRAL ANGLE OF 03°03'45", A CHORD BEARING OF SOUTH 33°13'14" WEST, AND A CHORD LENGTH OF 1.76 FEET, TO A POINT OF TANGENCY;
10. SOUTH 34°45'06" WEST, A DISTANCE OF 8.26 FEET, TO A POINT OF CURVATURE;
11. SOUTHWESTERLY, A DISTANCE OF 22.97 FEET, ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 41°07'24", A CHORD BEARING OF

SOUTH 14°11'24" WEST, AND A CHORD LENGTH OF 22.48 FEET, TO A POINT OF COMPOUND CURVATURE;

12. SOUTHEASTERLY, A DISTANCE OF 2.03 FEET, ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 47.00 FEET, A CENTRAL ANGLE OF 02°28'43", A CHORD BEARING OF SOUTH 07°36'39" EAST, AND A CHORD LENGTH OF 2.03 FEET, TO A POINT OF NON-TANGENCY;
13. NORTH 88°29'47" WEST, A DISTANCE OF 11.98 FEET, TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINING A CALCULATED AREA OF 876 SQUARE FEET OR 0.020 ACRE, MORE OR LESS, AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND/OR RIGHTS OF WAY OF WHATSOEVER NATURE.

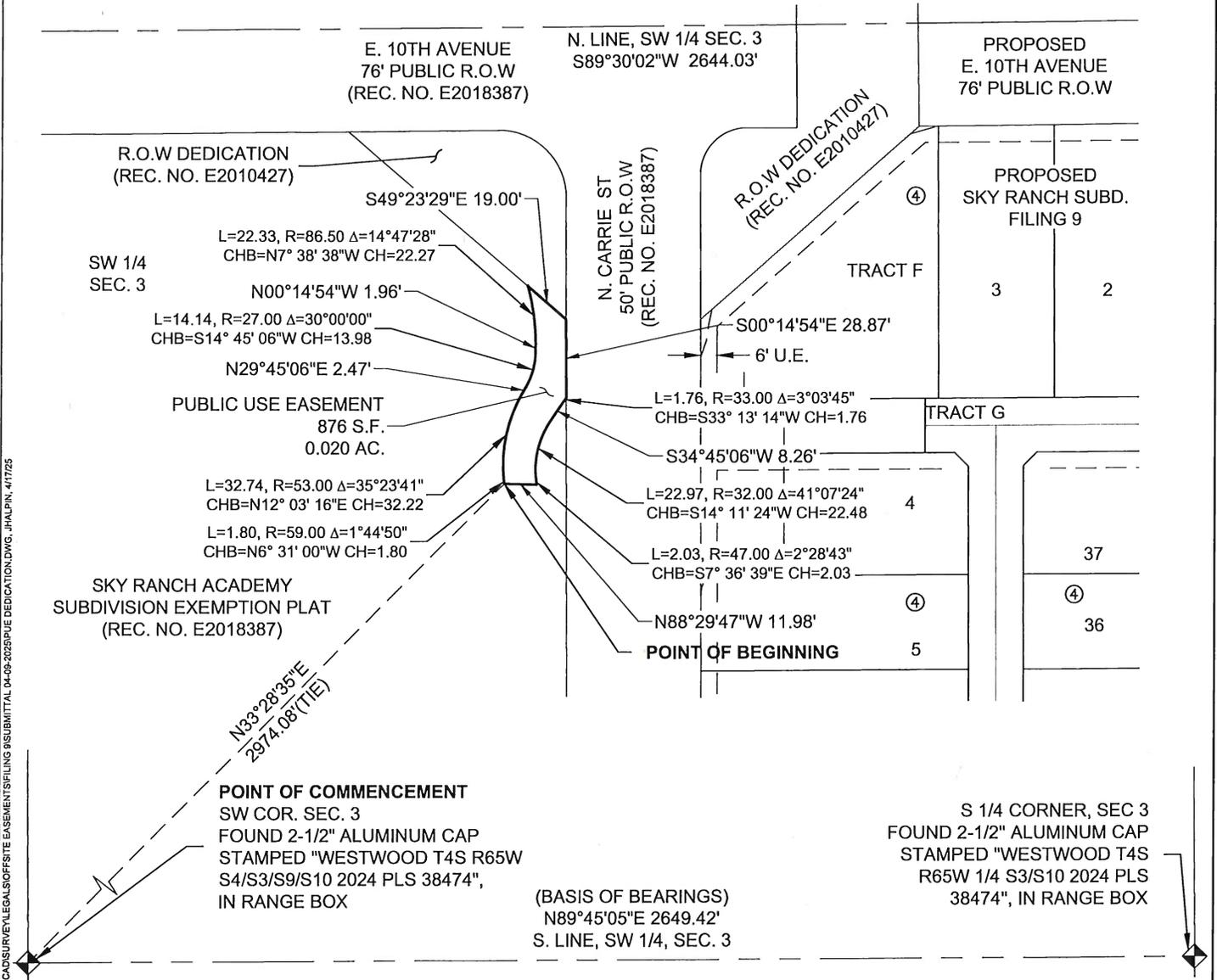
THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, JEAN P. HALPIN, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

JEAN P. HALPIN, P.L.S. 38474
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 400
ENGLEWOOD, CO 80112

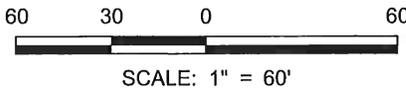


ILLUSTRATION FOR EXHIBIT A



PROJECT: S30107320 SKY RANCH F2CADSURVEY/LEGALSOFFSITE EASEMENT/FILED SUBMITTAL 04-08-2025/PUE DEDICATION.DWG, JHALPIN, 417725

OWNER:
 PCY HOLDINGS LLC
 34501 E QUINCY AVE BLDG 34 BOX 10
 WATKINS, CO 80137-9303



THE ABOVE DESCRIBED PARCEL CONTAINS 876 SQUARE FEET OR (0.020 ACRE) MORE OR LESS.
 This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

A PUBLIC USE EASEMENT, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 65 WEST, OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO.

Westwood
 10333 E DRY CREEK RD.
 SUITE 400
 ENGLEWOOD, CO 80112
 Westwoodps.com
 Westwood Professional Services, Inc. TEL: 720.482.9526

SCALE: 1" = 60' BY: AM CK'D: JPH DATE: 4/17/2025