

PERMANENT EASEMENT AGREEMENT

Project No.: AQC C100-043

PE-08

For and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, **MFREVF IV – INVERNESS, LLC**, a Delaware limited liability company (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 S. Prince Street, Littleton, CO. 80166 (the "Grantee"), its successors and permitted assigns, a perpetual non-exclusive easement (the "Easement") to construct or reconstruct, install, operate, use, maintain, repair, replace and/or remove roads and sidewalks; construct and maintain slopes and cuts and fills; to ensure proper support for and drainage from the roadway; to construct or reconstruct, install, operate, use, maintain, repair, replace and/or remove certain utilities, including but not limited to, gas, electric, irrigation, traffic signal, storm drainage facilities such as ditches culverts or pipes, underground telephone lines, and street lights, and appurtenances thereto; certain public signage; and for purposes of snow storage (collectively the "Improvements") as identified in the Project Plans in, on, to, through over, under and across certain parcels of real property located in Arapahoe County, Colorado, as more particularly described in the Exhibit As 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, streetlight, power pole, yard light, mailbox, 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, the 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 or to any public utility provider 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 or public utility provider 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, their heirs, successors and/or assigns.

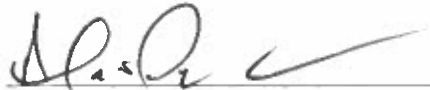
8. The Grantor warrant, covenant, grant, bargain and agree to and with the Grantee that the Grantor are well seized of the premises above conveyed and have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority 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 promise and agree 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.

GRANTOR

MFREVF IV – INVERNESS, LLC, a Delaware limited liability company



By: Alasdair Cripps

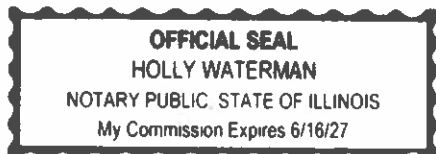
Title: President

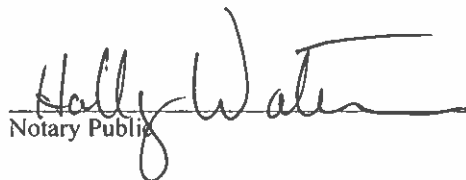
STATE OF Illinois)
COUNTY OF Cook) SS.

The foregoing instrument was acknowledged before me this 9 day of July, 2025, by Alasdair Cripps as President for MFREVF IV – INVERNESS, LLC., a Delaware limited liability company.

WITNESS my hand and official seal.

My commission expires: 6/16/2027




Notary Public

By: _____
Bryan D. Weimer, PWLF
Director of PW&D, Arapahoe County
Pursuant to Resolution No. _____

EXHIBIT "A"

ARAPAHOE COUNTY PROJECT NUMBER: C20-005

CDOT PROJECT NUMBER: AQC C100-043

PERMANENT EASEMENT NUMBER: PE-08

PROJECT CODE: 23281

DATE: August 9, 2024

DESCRIPTION

A Permanent Easement No. PE-08 of the Department of Transportation, State of Colorado Project No. AQC C100-043 containing 5,632 sq. ft. (0.129 acres), more or less, being a portion of that tract of land described in Special Warranty Deed recorded at Reception Number E3046242, in the Arapahoe County Clerk and Recorder's office, said tract or parcel lying in the Southeast Quarter of Section 27, Township 5 South, Range 67 West, of the 6th Principal Meridian, in Arapahoe County, Colorado, said Permanent Easement being more particularly described as follows:

Beginning at a point on the southerly line of a 25 foot Landscape and Sidewalk easement as conveyed by Subdivision Plat "Inverness Subdivision 44," recorded August 24, 2005 at Reception Number B5126623 in Book 298 at Page 10 of the Arapahoe County Clerk and Recorder's office, whence the Southeast corner of said Section 27 bears S. 86°17'57" E., a distance of 885.50 feet;

1. Thence along the said southerly easement line, N. 73°46'01" E., a distance of 333.46 feet;
2. Thence continuing along said southerly easement line, along the arc of a curve to the right, having a radius of 250.00 feet, a central angle of 10° 43' 44", a distance of 46.81 feet, (a chord bearing N. 79°07'54" E., a distance of 46.74 feet;
3. Thence departing said southerly easement line, S. 16°13'59" E., a distance of 10.63 feet;
4. Thence S. 73°46'01" W., a distance of 380.00 feet;
5. Thence N. 16°13'59" W., a distance of 15.00 feet, more or less, to the POINT OF BEGINNING.

The above described Permanent Easement contains 5,632 sq. ft. (0.129 acres), more or less.

The purpose of the above-described Permanent Easement is for the construction, use and maintenance of roadway improvements and all related activities.

Basis of Bearings: All bearings are based on a grid bearing of the north line of the Northeast Quarter of Section 34, T5S R67W of the 6th PM as bearing S89°37'57"W from the Northeast corner of said Section 34, monumented by a 3.25" aluminum cap stamped "T5S R67W S27/S26/S34/S35 1990 LS 7361" to the North Quarter corner of said Section 34, monumented by a 3.25" aluminum cap stamped "T5S R67W ¼ S27/S34 2006 PLS 23524", a distance of 2,650.25 feet. The survey data was obtained from a Global Positioning System (GPS) survey based on the Arapahoe County Horizontal Control Network.

Prepared For and on behalf of
Arapahoe County, Colorado
Michael J. Lindquist, PLS #38666
Wilson & Co,
990 S. Broadway, Suite 220
Denver, CO 80209

