

## 8.0 RIGHT OF WAY

CDOT will acquire right of way (ROW) for this Project. At the level of design completed at the issuance of this document it has been determined that this Project will be constructed on or within existing CDOT ROW and the additional ROW being acquired. However, in the event that the Contractor requests additional ROW acquisition and CDOT Approves such request, all ROW acquisition and relocations, if needed, shall be performed by the Contractor in compliance with the requirements of this Section 8.0 and Book 1.

### 8.1 Administrative Requirements

CDOT will retain possession of each parcel and all improvements, if any, made thereon by the Contractor. The Contractor's access and use of the Right of Way (ROW) arises solely from the permission granted by CDOT under the Contract.

#### 8.1.1 Acquisition and Relocation Standards

All ROW acquisition and relocations shall be performed in accordance with all applicable federal and state laws, including:

1. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, including regulations promulgated pursuant to such Act, which appear at 49 CFR Part 24, as amended.
2. Right of Way Requirements for Design/Build Projects, 23 CFR 710.313.
3. The Colorado Relocation Assistance and Land Acquisition Policies Act, Section 24-56-101, *et seq.*, C.R.S., as amended.
4. The Colorado Eminent Domain Act, Section 38-1-101, *et seq.*, C.R.S., as amended.
5. CDOT's Right of Way Manual, as amended.
6. CDOT's authority to acquire property and to acquire through eminent domain, if necessary, is set forth in Section 43-1-208, 210 and 43-3-106, C.R.S., as amended.
7. If the acquisition of additional ROW by the Contractor is Approved by CDOT, all appraisal, acquisition negotiation, and relocation efforts shall be done by CDOT or CDOT approved consultants.

#### 8.1.2 Status of Right of Way

CDOT will acquire all the permanent ROW for the Project, including Permanent Easements (PEs). CDOT has also acquired some temporary construction easements (TEs) as shown on the ROW Plans included in Book 4. The ROW Plans included in Book 4 shows the ROW that CDOT owns and is acquiring for the Project.

Significant ROW for the Project will be obtained from the Regional Transportation District (RTD) by use and occupancy agreements, which function as follows: (i) RTD retains title to the parcels needed for the Project, and (ii) the use and occupancy agreements define the rights and

responsibilities of CDOT and RTD relevant to the Project. The Contractor shall comply with all the terms and conditions of the use and occupancy agreements. The parcels that will be obtained pursuant to use and occupancy agreements are shown on the ROW Plans included in Book 4. A copy of a form use and occupancy agreement is attached as Appendix A. It is anticipated that Appendix A will later be supplemented with the actual use and occupancy agreements that are executed by CDOT and RTD. The actual use and occupancy agreements may vary from the form use and occupancy agreement currently attached as Appendix A.

The Contractor shall be allowed access to each parcel identified in Appendix B as each parcel is acquired. CDOT will provide the Contractor with status reports, written notice of parcel access, and any applicable restrictions that may apply. The Contractor shall not access any parcel on which access has not been provided.

The Contractor will not be allowed access to the western portion of Parcel 1 (the existing RTD Park-n-Ride) until May 31, 2010. Operations and parking of the existing facility must remain undisturbed until this date.

The Contractor shall not trespass on private property. If CDOT discovers a trespass, the Contractor shall promptly vacate possession of the private property upon receipt of notice of the trespass from CDOT. If any liability occurs as a result of the trespass, the Contractor shall be responsible for such liability, including indemnifying CDOT for such liability. In the event that trespass occurs, and especially in instances where trespasses persist after receipt of a notice to desist from CDOT, the Contractor shall be liable for liquidated damages as defined in Section 17 of Book 1 of the Contract Documents.

### **8.1.3 Right of Way Manager**

A ROW manager shall only be retained if ROW acquisition by the Contractor is Approved by CDOT. The Contractor's ROW manager shall be responsible for all ROW coordination and compliance requirements. The ROW manager shall be qualified and Approved by CDOT for both acquisition and relocation services. The ROW Manager shall coordinate all acquisition and relocation Activities with CDOT.

### **8.1.4 Property Management Plan**

CDOT's property acquisition includes the acquisition of one residential house and two other buildings used for storage, all of which are located at 8520 West 120<sup>th</sup> Avenue Broomfield, CO 80020. As set forth in Section 8.2.1, the Contractor shall be responsible for demolition of these improvements before completion of construction of the Project. If such demolition is not immediately completed, the Contractor shall be responsible for all property management requirements for such improvements until their demolition. The Contractor shall establish and maintain a written Property Management Plan for the Work, including such improvements, which shall establish administrative and technical means for the security, hazardous materials assessment, demolition, debris removal, site clearing, and cleanup of building structures and property improvements acquired as a part of the ROW on the Project. The Property Management Plan shall conform to Chapter 7, Property Management, of the CDOT Right of Way Manual and shall specifically address the following components:

1. Project Land and Improvements
2. Demolition

3. Rodent Control
4. Safety
5. Hazardous Waste and Storage Tanks
6. Hazardous Materials
7. Improvement Security and Maintenance

The Property Management Plan shall be submitted to CDOT for Approval at least 60 Days after NTP2.

## **8.2 Acquisition and Relocation Requirements**

### **8.2.1 Temporary Easements**

The TEs acquired by CDOT for the Project are shown on the ROW Plans included in Book 4. Should the Contractor determine that it needs TEs in addition to the TEs shown on the ROW Plans included in Book 4 (Additional TEs), the Contractor shall submit a written request to purchase such the Additional TEs to CDOT for Approval. Each request shall include the following documentation:

1. Identification of the Additional TEs and an explanation of a justification for their need. An illustration of each Additional TE superimposed on an aerial photograph with the dimensions of the requested Additional TE will be sufficient.
2. A preliminary cost estimate for each Additional TE that includes separate values for land and improvements, if any improvements will be affected, and appraisal (if needed) and acquisition costs.
3. Conveyance deeds showing the names of the current owners of all properties from which Additional TEs will be needed.

CDOT will review each request and, if Approved, shall notify the Contractor in writing. If CDOT Approves the request, the Contractor, at its sole cost and expense, shall be responsible for acquiring such Additional TEs.

Once authorization is obtained from CDOT, the Contractor may begin the ROW plans preparation, valuation, and acquisition negotiation process for the Additional TE's. All aspects of the ROW process for Additional TEs must be conducted in compliance with CDOT's Right of Manual, including ROW plans preparation and approval, appraisal, appraisal review (if required) or valuation, and acquisition negotiations. An appropriate environmental clearance, as specified in Section 5.0 of Book 2, shall be required as a prerequisite for approval of ROW plans for the Additional TEs. If an Additional TE is to be acquired from a landowner in which CDOT has an unsettled condemnation case, the same appraiser that prepared the appraisal for CDOT's condemnation case shall value the Additional TE. CDOT must Approve all value determinations and appraisals (if needed) for the Additional TE prior to any offer being made to the landowner.

After each TE is acquired, the Contractor shall submit a complete parcel acquisition file, which includes but is not limited to, copies of offer letters, fair market value determinations or value findings, fully-executed easement documents and/or agreements, the negotiator's signed diary,

and a statement signed by the property owner acknowledging receipt of payment in full. Parcel acquisition files shall be submitted to CDOT for Approval no later than two Working Days following tender to the landowner. The Contractor shall not access any requested ROW parcel until CDOT provides written authorization allowing the Contractor access.

If the Contractor cannot reach an agreement with a landowner for the acquisition of the Additional TEs, the Contractor may request in writing that CDOT acquire the Additional TEs through condemnation proceedings. The Contractor shall prepare and submit to CDOT for Approval, a properly completed Condemnation Memorandum and Check List Form in accordance with the instruction contained in the CDOT Right of Way Manual. The condemnation request shall include two certified checks payable to the Clerk of the District Court of the appropriate county in the amount of the required condemnation filing fee and approved fair market value or value finding. The Contractor shall not enter any properties until notified in writing that legal possession has been obtained. Any cost increases, including payment of landowner's attorneys fees in some cases, or time delays as a result of condemnation proceedings shall be borne by the Contractor. The Contractor may be required to provide personnel for pre-trial and court testimony for each condemnation request.

### **8.2.2 Utility Easements**

Construction of the Project will affect existing Utilities. Known easements for existing Utilities are shown in the ROW Plans included in Book 4. It is again noted that certain parcels will be obtained from the Regional Transportation District pursuant to use and occupancy agreements as are shown on the ROW Plans included in Book 4. A copy of a form use and occupancy agreement is attached to this Section as Appendix A. The form of use and occupancy agreement includes specific provisions concerning Utilities. The Contractor shall comply with the requirements of such provisions.

If the Contractor determines that it needs Utility easements in addition to the Utility easements shown on the ROW Plans included in Book 4 (Additional UEs), the Contractor, at its sole cost and expense, shall be responsible for acquiring such Additional UEs.

The acquisition of Additional UEs requires prior written consent by CDOT. Acquisition of additional UEs must be conducted in compliance with Section 8.2.3 of this Book 2.

### **8.2.3 Request for Additional Right of Way and Permanent Easements**

Should the Contractor determine that additional ROW or PEs (including Additional UEs) are necessary or desirable, the Contractor shall submit a written request to CDOT for Acceptance. If acquisition of both Additional TEs and permanent ROW are requested, the application, approval and acquisition requirements of this section 8.1.5.3 are applicable. Section 8.1.5.2 is only applicable for requests to acquire Additional TEs only. Each request shall include the following documentation:

1. Identification of the additional ROW and an explanation of a justification for its need. An illustration of each parcel superimposed on an aerial photograph with approximate area of the parcel will be sufficient.
2. A preliminary cost estimate for each parcel that includes separate values for land, improvements, damages or benefits (if any), relocation (if applicable), and survey, right of way plan preparation, appraisal and acquisition costs.

3. A title commitment report for each parcel, including all supporting documentation, not more than 30 days old. The Contractor shall be required to purchase title insurance for all additional ROW, PEs and Additional UEs it is allowed to purchase and, if condemnation is needed, the Contractor shall be responsible for providing litigation guarantees for eminent domain proceedings.
4. Any maps, deeds, or other information available to the Contractor that shall expedite the acquisition.
5. Acquisition stage relocation plan in accordance with the CDOT Right of Way Manual, Chapter 5, if additional ROW acquisition requires occupant or personal property relocation.

CDOT will review each request and, if Accepted, shall notify the Contractor in writing. CDOT will notify the Contractor of any deficiencies and may request a resubmittal of the request. The Contractor shall promptly correct any deficiencies and resubmit the appropriate documentation.

If authorization is obtained from CDOT, the Contractor may begin the right of way acquisition process for the additional ROW. All aspects of the ROW process for the additional ROW must be conducted in compliance with CDOT's Right of Manual, including ROW plans preparation and approval, appraisal and valuation, conduct and procedures for acquisition negotiations and relocation, if needed. An appropriate environmental clearance, as specified in Section 5.0 of Book 2, shall be required as a prerequisite for Approval of ROW plans for the additional ROW. If the additional ROW is to be acquired from a landowner for which CDOT has an unsettled condemnation case, the same appraiser that prepared the appraisal for CDOT's condemnation case shall value the additional ROW. CDOT must Approve the value determination for the additional ROW, or if required, issue a fair market value determination prior to any offer being made to the landowner. If the additional ROW acquisition requires occupant or personal property relocation, such relocation shall be conducted in compliance with Chapter 5 of the CDOT Right of Way Manual.

After each parcel of additional ROW is acquired, the Contractor shall submit a complete parcel acquisition file, which includes but is not limited to, copies of offer letters, fair market value determinations or value findings, fully executed easement documents and/or agreements, the negotiator's signed diary, a statement signed by the property owner acknowledging receipt of payment in full and if relocation is applicable, all required relocation forms. Parcel acquisition files shall be submitted to CDOT for Acceptance no later than two Working Days following tender to the landowner. The Contractor shall not access any requested ROW parcel until CDOT provides written authorization allowing the Contractor access.

If the Contractor cannot reach an agreement with a landowner for the acquisition of the additional ROW, the Contractor may request in writing that CDOT acquire the additional ROW through condemnation proceedings. The Contractor shall prepare and submit to CDOT for Approval a properly completed Condemnation Memorandum and Check List Form in accordance with the instruction contained in the CDOT Right-of-Way Manual. The condemnation request shall include a certified check payable to the Clerk of the District Court of the appropriate county in the amount of the required condemnation filing fee and approved fair market value or value finding. The Contractor shall not enter any properties until notified in writing that legal possession has been obtained. Any cost increases or time delays as a result of condemnation proceedings shall be borne by the Contractor. The Contractor may be required to provide personnel for pre-trial and court testimony for each condemnation request.

### **8.2.4 Permission to Enter Property**

The Contractor shall secure permission to enter property forms prior to entering any property outside the ROW for surveying, nonintrusive environmental investigation, and appraisal purposes. It shall be the Contractor's sole responsibility to obtain the forms and the Contractor shall be responsible for any and all damages and claims. The Contractor shall submit copies of all permission to enter property forms to CDOT for Acceptance.

## **8.3 Construction Requirements**

### **8.3.1 Demolition**

The Contractor shall demolish all buildings, structures, and other improvements on the ROW, including but not limited to, those structures listed in Appendix C of this Section. In the event that ROW acquisition has been approved by CDOT that includes acquisition of structures or improvements, demolition of such structures and improvements shall be completed in compliance with this section. The Contractor shall conduct asbestos and lead-based paint inspections and any required action in accordance with Book 1 of the Contract Documents. All Utilities associated with such buildings, structures and other improvements, installed on or connected to the ROW shall be abandoned or removed in accordance with the requirements of the applicable Utility Owner as part of the demolition, unless otherwise noted.

The Contractor shall perform and document asbestos and lead-based paint inspections and obtain all required permits prior to demolition of any property. The Contractor shall also obtain all permits or other approval documents required by state and local governments prior to demolition of any property. Such documentation shall be submitted to CDOT for Acceptance at least 15 Days prior to demolition.

### **8.3.2 Restoration of Property and Landscape**

Temporary easements are temporary rental of property. At the end of the rental period, property occupied by the Contractor under a temporary easement shall be returned to the landowner in the same condition it was in prior to taking possession. The Contractor shall, at its sole cost and expense, repair and/or replace or restore any damage to temporary easement property that may occur as a result of the Contractor's occupancy, to a condition reasonably similar or equal to that existing prior to the damage. Restoration may include, but is not limited to, repair, replacing in kind, rebuilding, or replanting. Such restoration must be completed prior to the termination date of the temporary easement rental term.

### **8.3.3 Protection of Property**

Once permission to enter has been acquired for a property in accordance with the requirements herein, the Contractor shall manage and minimize losses to the property in accordance with the requirements of Section 18, Maintenance During Construction. This shall include the installation of temporary chain-link security fencing sufficient to contain animals, people, etc. The temporary fencing shall be installed prior to removing any ROW fencing or sound barrier in place within the Project limits.

## **8.4 Deliverables**

At a minimum, the Contractor shall submit the following to CDOT for review, approval and/or acceptance:

<b>Deliverable</b>	<b>Acceptance or Approval</b>	<b>Schedule</b>
Property Management Plan	Approval	60 days after NTP2
Parcel Acquisition Files	Acceptance	No later than two working days following tender of payment
Condemnation memorandum and check list form	Approval	Concurrent with the request to CDOT for property condemnation
Request for additional ROW (letter)	Acceptance	As needed
Permission to enter property form	Acceptance	Prior to entering private property
Asbestos and lead based paint inspection	Acceptance	15 days prior to demolition

All deliverables shall also conform to the requirements of Section 3, Quality Management.

## **8.5 Appendices**

Appendices are as follows:

- A. Form use and occupancy agreement - for CDOT's use and occupancy of property owned by the Regional Transportation District for the Project.
- B. ROW Schedule
- C. ROW Demolition Schedule

## APPENDIX A

Form Use and Occupancy Agreement - for CDOT's Use and Occupancy of Property Owned by the Regional Transportation District for the Project.

### USE AND OCCUPANCY AGREEMENT

This Use and Occupancy Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the REGIONAL TRANSPORTATION DISTRICT, 1600 Blake Street, Denver, CO 80202 (hereinafter referred to as "RTD") and the STATE OF COLORADO for the use and benefit of the DEPARTMENT OF TRANSPORTATION, 4201 East Arkansas, Denver, Colorado 80222 (hereinafter referred to as "CDOT"). CDOT and RTD are collectively referred to as the "Parties".

### FACTUAL RECITALS

A. RTD is the owner of certain real property located in the City and County of Broomfield, Colorado. Such property which is hereinafter referred to as "RTD Right of Way" is illustrated on Exhibit "A"; and

B. On February 21, 2006, CDOT and RTD entered into a Possession and Use Agreement, a copy of which is attached hereto as Exhibit "A," wherein RTD conveyed to CDOT possession of 15,215 sf of RTD-owned property which was a part of RTD's existing Broomfield Park-n-Ride located in the southeast quadrant of the SH 128 (120<sup>th</sup> Avenue) and SH 121 (Wadsworth Boulevard) intersection, so CDOT could use such property for CDOT Project No. SHO M145-006, which is a reconstruction and realignment of the SH 121/SH 128 intersection ("SH 121/SH 128 Intersection Project"). Such agreement shall hereinafter be referred to as the "SH 121/SH 128 P&U Agreement"; and

C. CDOT and the City of Broomfield ("Broomfield") have agreed that CDOT will design, purchase right of way for, and construct CDOT Project No. STU 1281-012, which is the first phase of a project that will provide a direct connection across US 36 realigning 120<sup>th</sup> Avenue in the City and County of Broomfield beginning from the reconstructed SH 121/SH 128 intersection, extending east over US 36 south of the

current SH 121/SH 128/US 36 interchange, then continuing east and crossing under the BNSF Railway Company line and reconnecting with existing SH 128 (120<sup>th</sup> Avenue) near the intersection of SH 128 and Teller Street. This project and the SH 121/SH 128 Intersection Project, shall hereinafter collectively be referred to as the “120<sup>th</sup> Avenue Connection Project”. An illustration of the 120<sup>th</sup> Avenue Connection Project and the current contemplated project phasing is attached hereto as Exhibit B; and

D. CDOT has asked RTD for permission to use and occupy the portion of RTD Right of Way illustrated on the right of way plans attached hereto as Exhibit “C” (hereinafter referred to as the “Subject Property”) which CDOT needs for the 120<sup>th</sup> Avenue Connection Project. A legal description for the Subject Property is attached hereto as Exhibit “D”; and

E. RTD has agreed to allow CDOT to use the Subject Property. The permission instrument for CDOT’s use of the Subject Property is a use and occupancy agreement. This Use and Occupancy Agreement defines the rights and responsibilities of the parties with regard to CDOT’s use of the Subject Property; and

F. In consideration of the foregoing and this Agreement is executed by the Parties under the authority of § 29-1-203, § 32-9-119, § 43-1-106 and § 43-1-110, C.R.S., as amended, and by the RTD General Manager pursuant to the authorization by the RTD Board of Directors provided at the RTD Board meeting of (date), 2008 a copy of the minutes of which is attached hereto.

**NOW THEREFORE, it is hereby agreed that:**

1. RTD hereby consents to the use and occupancy of the Subject Property by CDOT for the construction, operation and maintenance of roadways and all associated appurtenances, including but not limited to bridges and other structures, signals, culverts, sluices, drains, ditches, waterways and other drainage features, pedestrian and bicycle facilities, embankments, slopes, retaining walls, trees, shrubs and other landscaping (“CDOT Transportation Facilities”) subject to the terms and conditions herein contained.
2. The Subject Property may not be used for any purposes other than the purposes described herein without the specific written prior permission of RTD. Any other use of the Subject Property shall constitute a material breach of this Agreement. Any revenue producing operation on the Subject Property shall be permitted only subject to agreement between the Parties as to the nature of the operation and use of the proceeds.
3. CDOT acknowledges RTD’s authority to grant this Use and Occupancy Agreement and RTD by its issuance represents it has the authority to do so. RTD shall not

convey any of its interests in the Subject Property without CDOT's consent during the effective term of this Agreement.

4. The CDOT Transportation Facilities to be constructed on the Subject Property are defined by a set of preliminary design plans sufficient for awarding a contract to a design-build contractor dated \_\_\_\_\_. RTD has reviewed and approved such plans. CDOT shall not proceed with any major modifications of the CDOT Transportation Facilities or other new construction on the Subject Property, without first obtaining prior approval, including a detailed review and approval of all design plans, from RTD, which approval will not be unreasonably withheld. "Major modifications of the CDOT Transportation Facilities" shall be defined as modifications that trigger modifications to the right of way plans and legal descriptions of the Subject Property. Upon completion of the design-build contract, CDOT shall submit to RTD a full set of "as built" drawings for the completed CDOT Transportation Facilities.

5. Operation, maintenance, and repair of the CDOT Transportation Facilities on the Subject Property will be the sole legal and financial responsibility of CDOT, including the landscaping, sweeping, graffiti, litter, and snow removal. CDOT operates, maintains, and repairs its transportation facilities to Colorado Transportation Commission level of service (MLOS) allocated standards. If CDOT fails to properly maintain the Subject Property to the MLOS standards so that the lack of such maintenance impairs the use, operation, maintenance, or safety of adjoining RTD properties, RTD shall make written demand on CDOT to immediately complete outstanding maintenance items. The Parties contemplate that an additional intergovernmental agreement will be negotiated and executed, which will more specifically define the maintenance responsibilities of each entity for the RTD Right of Way, the Subject Property, and the CDOT Transportation Facilities. This provision shall be controlling on maintenance issues until it is replaced by another intergovernmental agreement, if the execution of such an agreement occurs.

6. A utility, or utilities, may, ask for permission to occupy or cross the Subject Property. In the event of such an occurrence, CDOT shall be the entity authorized to issue permits for the Subject Property. If any permit application is acceptable, CDOT will issue a utility permit to allow for such use. All CDOT permits issued shall include the following provision:

The Regional Transportation District has an ownership interest in the property that is the subject of this permit. Permittee hereby indemnifies and holds harmless the Regional Transportation District for any and all liabilities arising from the uses allowed by the permit. Permittee shall name the Regional Transportation District as an additional insured on all insurance policies required by this permit. This permit shall not be valid until copies of such insurance policies have been provided to:

Assistant General Manager of Planning and Development  
Regional Transportation District  
1560 Broadway  
Denver CO 80202

RTD shall not issue a companion utility permit or license to allow for such use.

7. RTD expressly reserves the right to use and enjoy the Subject Property, including but not limited to the lands beneath and the airspace above, for all purposes and uses which do not unreasonably interfere with the uses granted to CDOT herein.
8. Except as specified in paragraph 6 above, CDOT's allowed use of the Subject Property as defined herein, shall not be transferred to another party without RTD's prior approval.
9. If CDOT fails to use the Subject Property for the uses defined herein by \_\_\_\_\_, 20\_\_, or if it abandons the Subject Property, CDOT's right to use the Subject Property shall terminate. Abandonment shall be deemed to occur for purposes of this Agreement if CDOT notifies RTD that it will cease to use the Subject Property for the CDOT Transportation Facilities, or if CDOT fails to use, operate, and maintain the CDOT Transportation Facilities for a consecutive period of 24 months during which time no construction or reconstruction activities are occurring.
10. Each party represents and warrants that it has taken all actions that are necessary or required by applicable law, to properly authorize the undersigned signatory to lawfully execute this Agreement on behalf of such party and to bind the party to its terms.
11. All notices and other communications provided for in this agreement shall be sent to the following:

For RTD:

Assistant General Manager of Planning and Development  
Regional Transportation District  
1560 Broadway  
Denver CO 80202

For CDOT:

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Regional Transportation Director  
Colorado Department of Transportation  
2000 South Holly Street  
Denver, CO 80203

IN WITNESS WHEREOF, the parties hereto have caused the foregoing Agreement to be executed the day and year first above written.

**DEPARTMENT OF TRANSPORTATION**  
**STATE OF COLORADO**

ATTEST:

By \_\_\_\_\_  
Pamela Hutton  
Chief Engineer

By \_\_\_\_\_  
Ian Broussard  
Chief Clerk of Right-Of-Way

**REGIONAL TRANSPORTATION DISTRICT**

ATTEST:

By \_\_\_\_\_  
Clarence W. Marsella, General Manager

By \_\_\_\_\_

<b>APPENDIX B</b>		
<b>RIGHT OF WAY SCHEDULE</b>		
<b>Parcel No.</b>	<b>Owner</b>	<b>Access Date</b>
1	THE REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado	<b>May 31, 2010</b>
1A, 6, 6A, 6B, PE-6, PE-6A, PE-6B, SE-6, SE-6A, SE-6B, SE-6C, TE-6, TE-6A	THE REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado	May 29, 2009
2, 2A, 2B, TE-2	COUNTY OF JEFFERSON, STATE OF COLORADO, a body politic and corporate	May 29, 2009
3, 3A, 3R	MORELAND PROPERTIES, LLC, a Colorado Limited Liability Company	May 29, 2009
PE-4, TE-14, TE-15	PARK 36 INVESTMENT, LLC, a Colorado limited liability company	May 29, 2009
AP-5	ROBERT L. SAUER and SYLVIA SAUER	Available
7, 7A, SE-7, SE-7A, TE-7	JERE JILL MOCK	May 29, 2009
8, 8A, PE-8, PE-8A, SE-8, SE-8A, SE-8B, TE-8, TE-8A, TE-8B	JERE JILL MOCK	May 29, 2009
9, TE-9	R.F. HOLDINGS, LLC, a Colorado limited liability company	May 1, 2009
10, 10R, 10A, SE-10, TE-10	HIXON M. ELLIOTT AND DOROTHY R. ELLIOTT	Available
11, TE-11	CLIFFORD R. PARKER	May 1, 2009
12, TE-12	EVAN CHARLES PROPERTIES, a Colorado Limited Liability Company	May 1, 2009
13	CITY AND COUNTY OF BROOMFIELD	Available
PE-16	FLEISCHLI ENTERPRISES, INC., a Wyoming company	Available
PE-17, TE-17	BNSF RR	May 29, 2009

**APPENDIX C**

**SCHEDULE OF  
IMPROVEMENTS TO  
BE DEMOLISHED**

<b>Address of Improvement</b>	<b>Parcel Nos. on CDOT ROW Plans for Underlying Ownership</b>	<b>Owner from Whom Underlying Property shall be Acquired</b>
One residential house and two other buildings used for storage, all of which are located at 8520 West 120 <sup>th</sup> Avenue Broomfield, CO 80020	2, 2A, 2B, 2R	COUNTY OF JEFFERSON, STATE OF COLORADO, a body politic and corporate