

Memorandum of AGREEMENT

STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS,
STATE OF COLORADO

OBJECT NO.	IR 25-2(174) Sec. 3	
SUBACCOUNT NO.	83312	
LOCATION	I-25 @ 6th Ave.	
PARCEL NO.	ER-7A	
STATION	903+	TO STATION 906+
STATE HWY NO.	25	COUNTY Denver

AGREEMENT has been reached this 13th day of JANUARY, A.D., 19 88, between the owner or owners of the above designated parcel or parcels, herein collectively called the GRANTOR, and the STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, herein called the GRANTEE, for the purchase of said parcel or parcels.

The amounts of money and/or other considerations have been established as just compensation and were determined by appraisals and in accordance with applicable State laws and regulations. These amounts and considerations, as stated below, are to be given in full consideration of this Agreement.

For Land & Permanent Easements, described in attached exhibits, containing 21,585 ~~sq. ft.~~ sq. ft. NET and ~~XXXXXX~~ as follows: One permanent easement, (ER-7A) containing 21,585 sq. ft. located in the SW 1/4 Sec. 4, T. 4S., R. 68W., 6th P.M. in Denver \$ 70,150.00
~~XXXXXX~~ County for construction and maintenance of ramps "A" and "G".

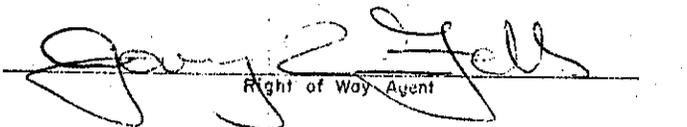
GROSS TOTAL	\$ 70,150.00
LESS CREDIT FOR	\$
NET TOTAL	\$ 70,150.00

OTHER CONDITIONS:

THE PARTIES HERETO FURTHER AGREE AS FOLLOWS:

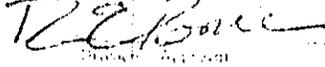
- The Grantor agrees to pay all taxes and special assessments due at the time of closing, including pro-rated taxes for the current year.
- It is agreed the parties have entered this Agreement solely because the Grantee, having the power of eminent domain, requires the property for a public purpose and there is no intent to place the Grantors in violation of any subdivision regulation or other laws related thereto.
- The payment herein provided constitutes full compensation for the fee simple estate of the parcels described. Grantor agrees to hold Grantee harmless from any claims of any kind by anyone claiming any interest in said property, except for any benefits which may be due under the relocation law.
- This memorandum embodies all agreements between the parties hereto and there are no promises, terms, conditions, or obligations referring to the subject matter whereof other than as herein contained except for any agreement reached on relocation.
- Possession of these parcels shall be granted at the time payment is tendered unless otherwise provided for in accordance with TITLE III of the UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970.
- This Agreement shall be deemed a contract extending to and binding upon the parties hereto, and upon their respective heirs, devisees, executors, administrators, legal representatives, successors and assigns, but only when the same shall have been approved by one of the following on behalf of the Division: Staff Right of Way Manager, Assistant Staff Right of Way Manager, District Engineer, Assistant District Engineer, or District Construction Engineer, or their superiors.

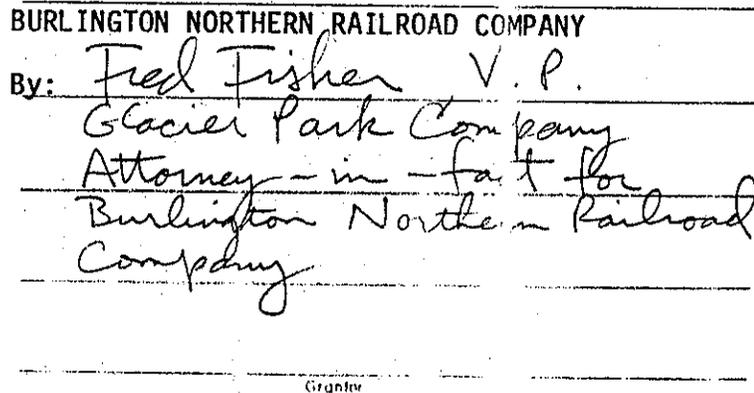
Compensation hereinabove agreed upon shall be paid upon the execution and delivery of a good and sufficient deed as indicated below.


Right of Way Agent

Approved for payment as above:


Right of Way Engineer/Supervisor


District Engineer

BURLINGTON NORTHERN RAILROAD COMPANY
By:  V.P.
Glacier Park Company
Attorney-in-fact for
Burlington Northern Railroad
Company
Grantor

Grantee to prepare the following documents:

Warranty Deed _____ w/Min. Resv.
Access Deed _____

ER-7A Easement(s)
Release(s)
Other

Order Warrant \$ 70,150.00 Payable To: BURLINGTON NORTHERN RAILROAD COMPANY

Order Warrant \$ _____ Payable To: _____

1-4

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that BURLINGTON NORTHERN RAILROAD COMPANY (former named Burlington Northern, Inc.) a Delaware corporation, whose address for purposes of this document is c/o Glacier Park Company, 1011 Western Avenue, Suite 700, Seattle, Washington 98104. Grantor, for Seventy Thousand One Hundred Fifty and No/100 Dollars (\$70,150.00) to it paid by STATE OF COLORADO DEPARTMENT OF HIGHWAYS, Grantee, and the promises of the Grantee hereinafter specified, does hereby remise, release and quit claim unto the Grantee, subject to the terms and conditions hereinafter set forth, an EASEMENT for the use, construction and maintenance of a highway ramp, hereinafter called Highway, and for no other purpose, over, upon and across the following described premises, situated in Denver County, State of Colorado, to-wit:

An easement No. ER-7A of the State Department of Highways, Division of Highways, State of Colorado, Project No. IR 25-2(174) Section 3 containing 21,585 sq. ft., more or less, in the SW₄ of Section 4, T4S, R68W, of the Sixth Principal Meridian, in Denver County, Colorado, at approximate Mile Post 2.34 of the Burlington Northern Railroad Company's southbound main line, said easement being more particularly described as follows:

Commencing at the NE corner of LOT 17, BLOCK 5, MIDDAGHS ADDITION TO DENVER; thence S89°46'14"W, along the North line of said Lot 17, a distance of 101.86 feet, to the East right-of-way line of the Burlington Northern Railroad Company (November 1986); thence S01°09'46"E, along said East right-of-way line, a distance of 3.19 feet, to the True Point of Beginning:

1. Thence S.01°09'46"E, continuing along said East right-of-way line, a distance of 9.81 feet, to the North right-of-way line of West Sixth Avenue (November 1986);
2. Thence S89°46'14"W, on said North right-of-way line, a distance of 71.99 feet;
3. Thence S07°51'33"E, continuing along said North right-of-way line, a distance of 65.57 feet;
4. Thence S89°46'14"W, continuing along said North right-of-way line, a distance of 122.61 feet, to the East right-of-way line of Interstate 25 (November 1986);
5. Thence N09°37'19"W, along the East right-of-way line of Interstate 25, a distance of 147.84 feet, to the East line of Block 40, FLETCHERS WEST SIDE SUBDIVISION;
6. Thence N00°13'56"W, along the East line of said Block 40, a distance of 39.13 feet, to a point 0.08 feet North of the Southeast corner of Lot 36;



AFTER RECORDING PLEASE MAIL TO:

The Department of Highways of the State of Colorado
Highway Office Building
4201 East Arkansas Avenue
Denver, Colorado 80222

ATTENTION: Right of Way Section

- 7. Thence S63°29'43"E, a distance of 234.90 feet, to a point on the East right-of-way line of the Burlington Northern Railroad Company;
- 8. Thence S01°09'46"E, along said East right-of-way line, a distance of 4.52 feet, more or less, to the True Point of Beginning.

The above described easement contains 21,585 square feet, more or less, and is for the construction and maintenance of Ramp "H" and Ramp "G".

All bearings used in the above described easement are oriented to The Modified Colorado Coordinate System (Central Zone).

RESERVING, however, unto the Grantor, its successors and assigns, the right construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the land hereinbefore described, including the right and privilege to use said land for any and all purposes, not inconsistent with the use thereof for Highway purposes.

The foregoing easement is made subject to and upon the following express conditions:

- 1. To existing interests in the above-described premises to whomsoever belonging and of whatsoever nature and any and all extensions and renewals thereof, including but not limited to underground pipe line or lines, or any type of wire line or lines, if any.
- 2. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of said Highway shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing.
- 3. The Grantee shall bear the cost of removal, relocation or reconstruction of any and all right-of-way fences, telephone or telegraph poles, or other facilities, the removal, relocation or reconstruction of which may be made necessary by reason of the use of said premises for said Highway purposes.

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4. The Grantee shall, at its own cost and expense, make adjustments with industries or other lessees of Grantor for buildings or improvements that may have to be relocated, reconstructed or destroyed by reason of the construction and maintenance of said Highway on said premises.
5. This instrument is granted according to the terms and conditions of that certain Contract between the Grantor and the Grantee dated October 7, 1985, and made subject to the terms and conditions contained therein.
6. The Grantee shall, or shall require its contractor to, notify the Grantor's Regional Chief Engineer a sufficient time in advance whenever the Grantee or its contractor is about to perform work on or adjacent to Grantor's right-of-way and tracks to enable Grantor to furnish flagging and such other protective service as might be necessary and Grantee shall reimburse Grantor for the cost thereof.
7. The Grantee shall notify the Regional Chief Engineer of the Grantor at least five days prior to entering the Grantors' right-of-way.
8. If said described premises, or any part thereof, shall at any time cease to be used by said Grantee, or by the public, for the purpose, as aforesaid, or should they be converted to any other use whatsoever, or should the Grantee fail to perform any of the conditions herein expressed, then and in any such event, all the right, title, interest, benefits and enjoyment of said Grantee, or of the public, in and to said premises, for any purpose whatsoever, shall immediately cease and determine, and the said Grantor, its successors and assigns, may, at its or their option, re-enter, retake and hold said described lands and premises as of the present estate of said Grantor without compensation to said Grantee, the public, or any other person whomsoever, for improvements or property removed, taken or destroyed, or liability for loss of, or damage to any premises or the improvements thereon abutting on said easement area or any part thereof.

The Grantor does not warrant title to said premises or undertake to defend the Grantee in the peaceable possession, use or enjoyment thereof; and the grant herein made is subject to all outstanding right or interest of others, including the tenants and licensees of the Grantor.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging to Grantee for public use and enjoyment for the purposes aforesaid and for no other purpose whatsoever subject to the terms and conditions hereinbefore stated.

ASSISTANT IN WITNESS WHEREOF, the said GRANTOR has caused this instrument to be signed by the Vice President, and attested by the Assistant Secretary of Glacier Park Company, its attorney-in-fact, and the corporate seal affixed on the 21st day of December, 1987.

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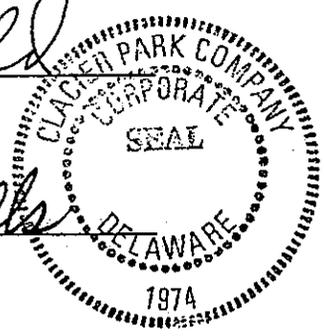
ACCEPTED:

STATE OF COLORADO DEPARTMENT OF HIGHWAYS

BURLINGTON NORTHERN RAILROAD COMPANY by Glacier Park Company, a Delaware corporation, its attorney-in-fact.

BY Robert L. Clevenger
Title - Chief Engineer

BY Larry Leopold
LARRY LEOPOLD
ASSISTANT VICE PRESIDENT



ATTEST:
BY Anita D. Wells
ANITA D. WELLS
ASSISTANT SECRETARY

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this 21st day of DECEMBER, 1987, before me personally appeared LARRY LEOPOLD, and ANITA D. WELLS, to me known to be the ASSISTANT VICE PRESIDENT, and ASSISTANT SECRETARY, respectively, of Glacier Park Company, a Delaware corporation, the corporation that executed the foregoing instrument as a attorney-in-fact for Burlington Northern Railroad Company, a Delaware corporation, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my seal the day and year first above written.

Janice B. Mancik
Notary Public in and for the
State of Washington
Residing at: Seattle, Washington
My commission expires: May 21, 1990

STATE OF COLORADO)
City and) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 27th day of January, 1988, by Robert L. Clevenger and XXXXXXXXXXXXXXXXXXXXXXX as Chief Engineer and XXXXXXXXXXXXXXXXXXXXXXX, of State Department of Highways, Division of Highways, State of Colorado.
WITNESS my hand and official seal.

My Commission Expires 3-13-1990.

Janice S. Leaverton
Notary Public
4201 East Arkansas Ave., Denver 80222
Address

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Highway Office Building
4201 East Arkansas Avenue
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