

**COLORADO DEPARTMENT OF  
TRANSPORTATION  
MEMORANDUM OF  
AGREEMENT**

Project Code: 17774	Parcel No: 105, TE-105
Project No: STA 092A-023	
Location: SH 92 Stengel's Hill ROW	
County: Delta	State Highway No: 92

This agreement made on (date) 6/15/13 is between the State of Colorado for the use and benefit of the Colorado Department of Transportation (GRANTEE) for the purchase of the parcel(s) listed above from the

Owner(s) Michael K. Kovalchuk (GRANTOR).

Just compensation was determined by an appropriate valuation procedure prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following land, easements, improvements, and damages of any kind.

Land (described in attached exhibits) Parcel 105	1.460 Sq.ft <input type="checkbox"/> /acres <input checked="" type="checkbox"/>	\$2,920.00
Permanent and Slope Easements (described in attached exhibits)	Sq.ft <input type="checkbox"/> /acres <input type="checkbox"/>	\$
Temporary Easements (described in attached exhibits) TE-105	0.047 Sq.ft <input type="checkbox"/> /acres <input checked="" type="checkbox"/>	\$19.00
Improvements:		\$0.00
Damages		\$
	Gross Total	\$2,950.00(R) <u>4000.00</u>
	Less Credit	\$ <u>1000.00</u>
	Net Total	\$2,950.00(R) <u>4000.00</u>

Other conditions: TE-105, a temporary easement containing 2,042 sq. ft. (0.047 acres) for the purpose of reconstruction of an access road approach. This temporary easement will remain in effect during construction and shall terminate 10 days after the conclusion of construction and in any event no later than 24 months after the start of construction.

The GRANTOR:

- 1) Will, at the closing, pay all taxes (including prorated taxes for the current year) and special assessments for the current year;
- 2) Has entered into this agreement only because the GRANTEE has the power of eminent domain and requires the property for public purposes;
- 3) Be responsible for securing releases from all liens, judgments and encumbrances to deliver clear, unencumbered title to GRANTEE. Any encumbrance required to be paid by GRANTOR shall be paid at or before closing from the proceeds of the transaction hereby contemplated or from any other source;
- 4) Will execute and deliver to GRANTEE those documents indicated below;
- 5) Excepts from the subject property described herein in the attached Exhibits, the mineral estate and including all coal, oil, gas and other hydrocarbons, and all clay and other valuable mineral in and under said subject property. The GRANTOR hereby covenants and agrees that the GRANTEE shall forever have the right to take and use, without payment of further compensation to the GRANTOR, any and all sand, gravel, earth, rock, and other road building materials found in or upon said subject property and belonging to the GRANTOR; and
- 6) The GRANTOR further covenants and agrees that no exploration for, or development of any of the products, as described above, and owned by the GRANTOR heretofore or hereafter the date set forth above and hereby excepted will ever be conducted on or from the surface of the premises described in the attached Exhibits, and that in the event any of such operations may hereafter be carried on beneath the surface of said premises, the GRANTOR shall perform no act which may impair the subsurface or lateral support of said premises. These covenants and agreements hereunder, shall inure to and be binding upon the GRANTOR and its heirs, personal and legal representatives, successors and assigns forever.

NOTE: At GRANTOR'S sole discretion, the GRANTOR may convey the underlying mineral estate owned by GRANTOR to the GRANTEE. GRANTEE makes no representations about the nature, title or value of the mineral estate. In transactions where GRANTOR conveys the underlying mineral estate to GRANTEE, Paragraphs 5 and 6, as set forth above, will be deleted from this Memorandum of Agreement and the conveyance document.

GRANTOR conveys the underlying mineral estate to GRANTEE. Paragraphs 5 and 6 are hereby deleted from the Memorandum of Agreement and the conveyance document.

The GRANTEE:

- 1) Will be entitled to specific performance of this agreement upon tender of the agreed consideration;
- 2) Will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law;
- 3) Will make payment after receiving acceptable conveyance instruments from the GRANTOR;
- 4) Will take possession and use of the parcel(s) when it deposits the consideration, as set forth above, into an escrow account for the benefit of the GRANTOR, or when GRANTEE disburses funds to GRANTOR. Transfer of title to the parcel(s) shall occur upon performance of any and all terms under this agreement, and release of the payment from escrow to the GRANTOR, unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended; and
- 5) Will prepare the following documents:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> General Warranty Deed                                    | <input type="checkbox"/> Utility Easement   |
| <input type="checkbox"/> Access Deed   | <input type="checkbox"/> Permanent Easement |
| <input type="checkbox"/> Full Release(s) Book/Page:  | <input type="checkbox"/> Slope Easement     |
| <input type="checkbox"/> Partial Release(s) Book/Page:                                       | <input type="checkbox"/> Temporary Easement |
| <input type="checkbox"/> Or (specify)  |   |
| <input checked="" type="checkbox"/> Title Company to prepare documents except: Warranty Deed |   |

Order Warrant \$2,950.00	Payable to: Delta County Abstract Company, as escrow agent for Michael K. Kovalchuk
Order Warrant \$ <u>4,000.00</u>	Payable to:
Real Estate Specialist <i>Joseph R. Kovalchuk</i>	GRANTOR signature <span style="float: right;">Attach form W-9</span> <i>Michael K. Kovalchuk</i>
	GRANTOR (if applicable)
Division approval (Region ROW Manager/Supervisor) <i>Keely Freeman</i>	GRANTEE signature

cc: Project Development Branch – ROW Services (original)  
 Property Owner  
 Region Right-of-Way Manager  
 Region Program Engineer/Resident Engineer/Project Engineer

EXHIBIT "A"

PROJECT NUMBER: STA 092A-023  
PARCEL NUMBER: 105  
PROJECT CODE: 17774  
DATE: October 31, 2012

Description of Right of Way Parcel No. 105

Parcel No. 105 of the Department of Transportation, State of Colorado, Project No. STA 092A-023 containing 63,598 sq. ft. (1.460 acres), more or less, said parcel being a portion of Lot 12, Amended Plat of Hidden Springs Subdivision as said Amended Plat is recorded in the office of the Clerk and Recorder of Delta County, Colorado under Reception No. 531288 and being located in the NE1/4 of the NE1/4 of Section 31, Township 14 South, Range 93 West, of the 6th Principal Meridian, Delta County, Colorado, said parcel being more particularly described as follows:

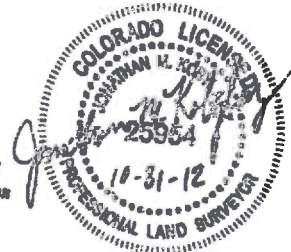
Beginning at a point on the east 1/16 line of said Section 31 whence the east 1/16 corner on the north line of said Section 31 bears N. 1° 35'43" E., 821.98 feet;

1. Thence N. 71°36'25" E., 155.99 feet;
2. Thence N. 76°28'12" E., 497.95 feet to the east line of said Lot 12;
3. Thence S. 10°59'21" W., 102.37 feet to the southeast corner of said Lot 12;
4. Thence S. 75°04'49" W., 636.86 feet to the southwest corner of said Lot 12 and said east 1/16 line;
5. Thence N. 1°35'43" E., 98.79 feet to the point of beginning.

The above described parcel contains 63,598 sq. ft. (1.460 acres), more or less.

**Basis of Bearings:** Bearings contained herein are based on a Project Number: STA 092A-023 project grid bearing of N. 35°01'33" E. on the line between CDOT control monuments CM-MP 13.70 and CM-MP 15.30. Both monuments are CDOT Type II, marked appropriately for their milepost location and control position.

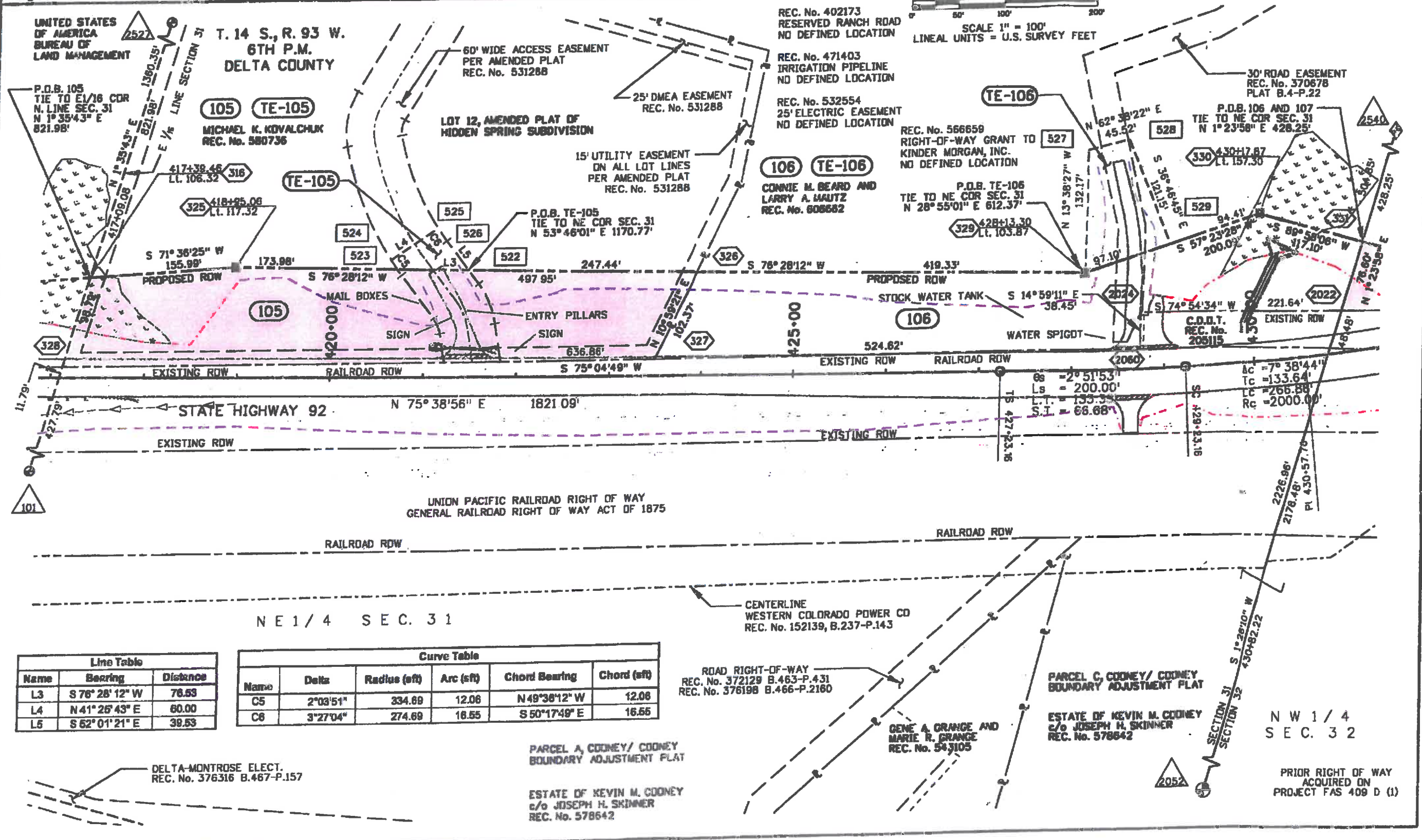
*This description was prepared by Jonathan M. Kobylarz, PLS  
For and on behalf of the Colorado Department of Transportation  
222 S. 6<sup>th</sup> Street, Room 317, Grand Junction, CO 81501*



**Colorado Department of Transportation**  
 222 South 6th Street  
 Room 317  
 Grand Junction, CO 81501  
 Phone: 970-683-6233 FAX: 970-683-6249  
**Region 3** JEM

Sheet Revisions			Sheet Revisions			Sheet Revisions		
Date	Description	Initials	Date	Description	Initials	Date	Description	Initials

**Right of Way Plans**  
**Plan Sheet**  
 Project Number: STA 092A-023  
 Project Location: SH 92 STENDEL'S HILL - ROW  
 Project Control Limit: 1774 to 1777  
 Sheet: 7.01 of 7.07  
 Sheet No.: 7.08



**Line Table**

Name	Bearing	Distance
L3	S 76° 28' 12" W	76.53
L4	N 41° 26' 43" E	60.00
L5	S 62° 01' 21" E	39.53

**Curve Table**

Name	Delta	Radius (ft)	Arc (ft)	Chord Bearing	Chord (ft)
C5	2°03'51"	334.69	12.06	N 49°36'12" W	12.06
C6	3°27'04"	274.69	16.55	S 50°17'49" E	16.55

10/16/2012 kubylerj\1025648.dwg c:\projects\sh92\working\09217589\ROW\_Plan05.dgn

**COLORADO DEPARTMENT OF  
TRANSPORTATION  
MEMORANDUM OF  
AGREEMENT**

Project Code: 17774 Parcel No: 105, TE-105

Project No: STA 092A-023

Location: SH 92 Stengel's Hill ROW

County: Delta

State Highway No: 92

This agreement made on (date) 6/13/10 is between the State of Colorado for the use and benefit of the Colorado Department of Transportation (GRANTEE) for the purchase of the parcel(s) listed above from the Owner(s) Hidden Spring Subdivision Homeowners Association, Inc., a Colorado non-profit corporation (GRANTOR).

Just compensation was determined by an appropriate valuation procedure prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following land, easements, improvements, and damages of any kind.

Land (described in attached exhibits)	Sq. ft <input type="checkbox"/> / acres <input type="checkbox"/>	\$0.00
Permanent and Slope Easements (described in attached exhibits)	Sq. ft <input type="checkbox"/> / acres <input type="checkbox"/>	\$
Temporary Easements (described in attached exhibits)	Sq. ft <input type="checkbox"/> / acres <input type="checkbox"/>	\$0.00
Improvements:		
• 12" x 13" Private Road sign on T post,		\$1,398.00
• Entry pillars set in concrete		
Damages		\$
	Gross Total	\$1,398.00(R)
	Less Credit	\$
	Net Total	\$1,900.00(R)

Other conditions:

The GRANTOR:

- 1) Will, at the closing, pay all taxes (including prorated taxes for the current year) and special assessments for the current year;
- 2) Has entered into this agreement only because the GRANTEE has the power of eminent domain and requires the property for public purposes;
- 3) Be responsible for securing releases from all liens, judgments and encumbrances to deliver clear, unencumbered title to GRANTEE. Any encumbrance required to be paid by GRANTOR shall be paid at or before closing from the proceeds of the transaction hereby contemplated or from any other source;
- 4) Will execute and deliver to GRANTEE those documents indicated below;
- 5) Excepts from the subject property described herein in the attached Exhibits, the mineral estate and including all coal, oil, gas and other hydrocarbons, and all clay and other valuable mineral in and under said subject property. The GRANTOR hereby covenants and agrees that the GRANTEE shall forever have the right to take and use, without payment of further compensation to the GRANTOR, any and all sand, gravel, earth, rock, and other road building materials found in or upon said subject property and belonging to the GRANTOR; and
- 6) The GRANTOR further covenants and agrees that no exploration for, or development of any of the products, as described above, and owned by the GRANTOR heretofore or hereafter the date set forth above and hereby excepted will ever be conducted on or from the surface of the premises described in the attached Exhibits, and that in the event any of such operations may hereafter be carried on beneath the surface of said premises, the GRANTOR shall perform no act which may impair the subsurface or lateral support of said premises. These covenants and agreements hereunder, shall inure to and be binding upon the GRANTOR and its heirs, personal and legal representatives, successors and assigns forever.

NOTE: At GRANTOR'S sole discretion, the GRANTOR may convey the underlying mineral estate owned by GRANTOR to the GRANTEE. GRANTEE makes no representations about the nature, title or value of the mineral estate. In transactions where GRANTOR conveys the underlying mineral estate to GRANTEE, Paragraphs 5 and 6, as set forth above, will be deleted from this Memorandum of Agreement and the conveyance document.

GRANTOR conveys the underlying mineral estate to GRANTEE. Paragraphs 5 and 6 are hereby deleted from the Memorandum of Agreement and the conveyance document.

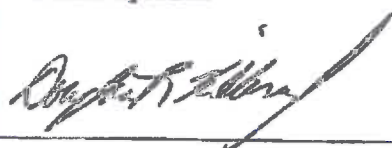

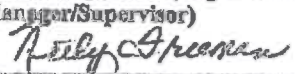
The GRANTEE:

- 1) Will be entitled to specific performance of this agreement upon tender of the agreed consideration;
- 2) Will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law;
- 3) Will make payment after receiving acceptable conveyance instruments from the GRANTOR;
- 4) Will take possession and use of the parcel(s) when it deposits the consideration, as set forth above, into an escrow account for the benefit of the GRANTOR, or when GRANTEE disburses funds to GRANTOR. Transfer of title to the parcel(s) shall occur upon performance of any and all terms under this agreement, and release of the payment from escrow to the GRANTOR, unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended; and
- 5) Will prepare the following documents:

- |  |   |
|--|---|
| <input type="checkbox"/> General Warranty Deed         | <input type="checkbox"/> Utility Easement   |
| <input type="checkbox"/> Access Deed                   | <input type="checkbox"/> Permanent Easement |
| <input type="checkbox"/> Full Release(s) Book/Page:    | <input type="checkbox"/> Slope Easement     |
| <input type="checkbox"/> Partial Release(s) Book/Page: | <input type="checkbox"/> Temporary Easement |

Or (specify) Bill of Sale for Private Road sign and entry pillars

Title Company to prepare documents except

Order Warrant \$1,900.00	Payable to: Hidden Spring Subdivision Homeowner's Association, Inc., a Colorado non-profit corporation
Order Warrant \$	Payable to:
Real Estate Specialist  	GRANTOR signature <span style="float: right;">Attach form W-9</span> Hidden Spring Subdivision Homeowner's Association, Inc.  By Robert Barnard, President GRANTOR (if applicable)
Division approval (Region ROW Manager/Supervisor) 	GRANTEE signature

cc: Project Development Branch - RCW Services (original)  
 Property Owner  
 Region Right-of-Way Manager  
 Region Program Engineer/Resident Engineer/Project Engineer

**EXHIBIT "A"**

**PROJECT NUMBER: STA 092A-023  
PARCEL NUMBER: 105  
PROJECT CODE: 17774  
DATE: October 31, 2012**

**Description of Right of Way Parcel No. 105**

Parcel No. 105 of the Department of Transportation, State of Colorado, Project No. STA 092A-023 containing 63,598 sq. ft. (1.460 acres), more or less, said parcel being a portion of Lot 12, Amended Plat of Hidden Springs Subdivision as said Amended Plat is recorded in the office of the Clerk and Recorder of Delta County, Colorado under Reception No. 531288 and being located in the NE1/4 of the NE1/4 of Section 31, Township 14 South, Range 93 West, of the 6th Principal Meridian, Delta County, Colorado, said parcel being more particularly described as follows:

Beginning at a point on the east 1/16 line of said Section 31 whence the east 1/16 corner on the north line of said Section 31 bears N. 1° 35'43" E., 821.98 feet;

1. Thence N. 71°36'25" E., 155.99 feet;
2. Thence N. 76°28'12" E., 497.95 feet to the east line of said Lot 12;
3. Thence S. 10°59'21" W., 102.37 feet to the southeast corner of said Lot 12;
4. Thence S. 75°04'49" W., 636.86 feet to the southwest corner of said Lot 12 and said east 1/16 line;
5. Thence N. 1°35'43" E., 98.79 feet to the point of beginning.

The above described parcel contains 63,598 sq. ft. (1.460 acres), more or less.

**Basis of Bearings:** Bearings contained herein are based on a Project Number: STA 092A-023 project grid bearing of N. 85°01'33" E. on the line between CDOT control monuments CM-MP 13.70 and CM-MP 15.30. Both monuments are CDOT Type II, marked appropriately for their milepost location and control position.

*This description was prepared by Jonathan M. Kobylarz, PLS  
For and on behalf of the Colorado Department of Transportation  
222 S. 6<sup>th</sup> Street, Room 317, Grand Junction, CO 81501*



Colorado Department of Transportation



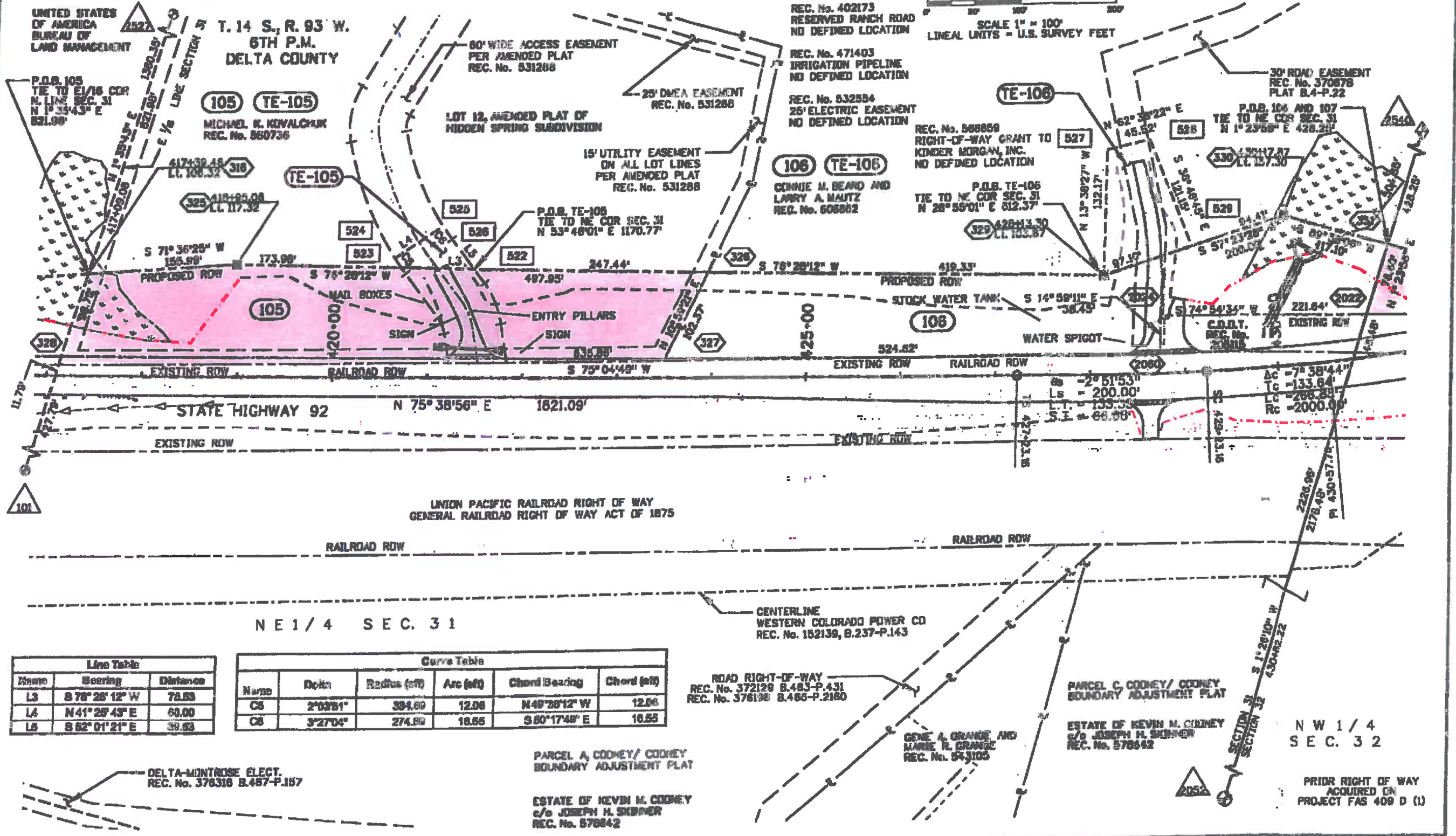
222 South 6th Street  
 Room 317  
 Grand Junction, CO 81501  
 Phone: 970-683-8233 FAX: 970-683-8249

Region 3

JEM

Sheet Revisions			Sheet Revisions			Sheet Revisions		
Date	Description	By	Date	Description	By	Date	Description	By

Right of Way Plans			
Plan Sheet			
Project Number: STA 092A-023			
Project Location: SH 92 STENGEL'S HILL - ROW			
Sheet No.	Scale	Sheet No.	Scale
1775	1" = 100'	748 to 757	1" = 100'



Name	Bearing	Distance
L3	S 78° 28' 12" W	78.53
L4	N 41° 28' 43" E	60.00
L5	S 62° 01' 21" E	38.53

Name	Delta	Radius (ft)	Arc (ft)	Chord Bearing	Chord (ft)
C8	2° 03' 51"	394.89	12.06	N 48° 28' 12" W	12.06
C8	3° 27' 04"	274.89	16.55	S 80° 17' 48" E	16.55



PARCEL A, CODNEY/ CODNEY BOUNDARY ADJUSTMENT PLAT  
 ESTATE OF KEVIN M. CODNEY c/o JOSEPH H. SKINNER REC. No. 578842

ROAD RIGHT-OF-WAY REC. No. 372129 B.483-P.431 REC. No. 376198 B.485-P.2180

PARCEL C, CODNEY/ CODNEY BOUNDARY ADJUSTMENT PLAT

ESTATE OF KEVIN M. CODNEY c/o JOSEPH H. SKINNER REC. No. 578842

N W 1 / 4 SEC. 3 2

PRIOR RIGHT OF WAY ACQUIRED ON PROJECT FAS 409 D (1)

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<b>COLORADO DEPARTMENT OF TRANSPORTATION MEMORANDUM OF AGREEMENT</b>  <b>TEMPORARY EASEMENT(S)</b>		Project Code: 17774	Parcel No: TE-108
		Project No: STA 092A-023	
		Location: SH92 Stengel's Hill ROW	
		County: Delta	State Highway No: 92
<p>This agreement made on (date) <i>April 29</i>, 2013 is between the State of Colorado for the use and benefit of the Colorado Department of Transportation (GRANTEE) for the purchase of the parcel(s) listed above from the Owner(s) Donald A. Hostetter and Merlene R. Hostetter (GRANTOR). Just compensation was prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following Temporary Easement(s), improvements, and damages of any kind.</p>			
Temporary Easements (shown in attached exhibits) TE-108	0.053 Sq.ft <input type="checkbox"/> /acres <input checked="" type="checkbox"/>	\$138.00	
Improvements: Entry gate to remain in place, undisturbed			\$0.00
Damages:			\$0.00
		Gross Total	\$138.00
		Less Credit	\$
		Net Total	\$200.00 (minimum)
<p>Other conditions  <u>Parcel No. TE-103</u>: A temporary easement containing 2,328 sq. ft. (0.053 acres) for the purpose of reconstruction of a driveway approach. This temporary easement will become effective upon the date of entry for construction. The easement will remain in effect during construction and shall terminate 10 days after the conclusion of construction and in any event no later than 24 months after the start of construction</p>			
<p>The GRANTOR and GRANTEE agree that:          -with the exception of any Relocation Agreement (CDOT Form #591) there are no promises, terms, conditions, or obligations other than those listed on this agreement.          -this contract is binding on both the GRANTOR and GRANTEE and their heirs, devisees, executors, administrators, legal representatives, successors, assigns, and designees, but only after approval by one of the following on behalf of the, Region Right of Way Manager/Supervisor or their superiors as indicated below.          -the compensation shown on this agreement is for the temporary easement(s) described and damages of any kind.</p>			
<p>The GRANTOR:          -has entered into this agreement only because the GRANTEE has the power of eminent domain and requires the property for public purposes.</p>			
<p>The GRANTEE:          -will be entitled to specific performance of this agreement upon tender of the agreed consideration.          -will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law.          -will take possession of the parcel(s) when it tenders payment to the GRANTOR unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.          -will restore the premises as close as is reasonably possible to the condition in which the property existed on the date on which the agreed consideration is paid to the Grantor.</p>			
Order Warrant \$ 200.00	Payable to: Donald A. Hostetter and Merlene R. Hostetter <i>DRK - DH. DR</i>		
Order Warrant \$	Payable to:		
Real Estate Specialist <i>Angela R. Hillman</i>	Grantor signature <i>Donald Hostetter</i>	Attach form W-9	
	Grantor (if applicable)		
Department approval (Region ROW Manager/Supervisor) <i>Cheryl Eudon Right of Way Manager</i>	Grantor (if applicable)		

cc: Project Development Branch - ROW Services (original)  
 Property Owner  
 Region Right of Way Manager  
 Region Program Engineer/Resident Engineer/Project Engineer

CDOT Form #784 TE - 6/2011

Editions prior to 6/2011 are obsolete & may not be used

Colorado Department of Transportation  
 222 South 8th Street  
 Room 317  
 Grand Junction, CO 81501  
 Phone: 970-683-8233 FAX: 970-683-6249  
 Region 3 JEM

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

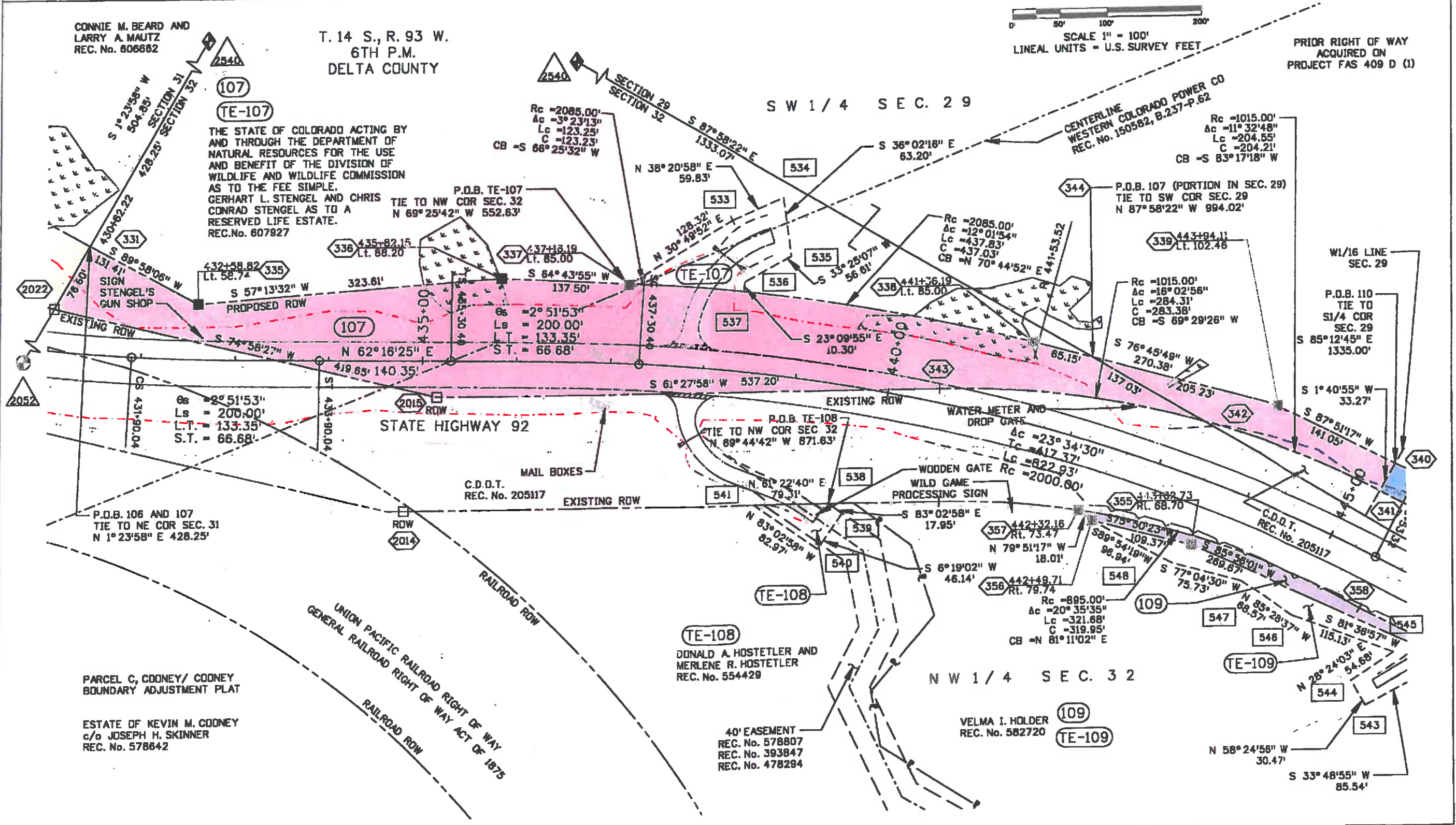
Sheet Revisions		
Date	Description	Initials

Right of Way Plans			
Plan Sheet			
Project Number: STA 092A-023			
Project Location: SH 92 STENGEL'S HILL - ROW			
Project Code	Last Mod. Date	Sheet	Sheet No.
17774	10-18-18	7.01 to 7.07	7.06



SCALE 1" = 100'  
 LINEAL UNITS = U.S. SURVEY FEET

PRIOR RIGHT OF WAY ACQUIRED ON PROJECT FAS 409 D (1)



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**COLORADO DEPARTMENT OF  
TRANSPORTATION  
MEMORANDUM OF  
AGREEMENT**

Project Code: 17774 Parcel No: 109, PE-109, TE-109  
 Project No: STA 092A-023  
 Location: SH 92 Stengel's Hill ROW  
 County: Delta State Highway No: 92

This agreement made on July 2, 2013 is between the State of Colorado for the use and benefit of the Colorado Department of Transportation (GRANTEE) for the purchase of the parcel(s) listed above from the Owner(s) Velma I. Holder (GRANTOR).

Just compensation was determined by an appropriate valuation procedure prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following land, easements, improvements, and damages of any kind.

Land (described in attached exhibits) Parcel 109	0.109 Sq.ft <input type="checkbox"/> /acres <input checked="" type="checkbox"/>	\$839.30
Permanent and Slope Easements (described in attached exhibits) Parcel PE-109	0.005 Sq.ft <input type="checkbox"/> /acres <input checked="" type="checkbox"/>	\$34.65
Temporary Easements (described in attached exhibits) Parcel TE-109	0.231 Sq.ft <input type="checkbox"/> /acres <input checked="" type="checkbox"/>	\$355.74
Improvements: TE-109 Entry gate \$0.00 109 Wildlife fencing \$0.00 109 Plastic pipe \$248 TE-109 Iron pipe \$264 TE-109 Hydrant \$220	TE-109 Hose bibs \$149 TE-109 Curb \$550 TE-109 Apricot tree \$220	\$1,651.00
Damages		\$
	Gross Total	\$2,880.69
	Less Credit	\$
	Net Total	\$2,900.00(R)

**Other conditions:**

Parcel TE-109, a temporary easement containing 10,054 sq. ft. (0.231 acres) for the purpose of construction of a wall, and reconstruction of irrigation structure and driveway approach. This temporary easement will remain in effect during construction and shall terminate 10 days after the conclusion of construction and in any event no later than 24 months after the start of construction.

Parcel 109 contains 400 feet of wildlife fencing adjacent to State Highway 92 right-of-way. It will be replaced in-kind by the project and will tie into the entrance gate at its reset location. The age of the wildlife fencing is considered at, or near, the end of its economic life and salvage value of said fencing has been determined to be of no value by Colorado Parks & Wildlife. Grantee hereby agrees that the Grantor may retain said 400 feet of wildlife fencing lying within said Parcel 109, at no cost if removed on, or before, the start of construction, with at least 30 days written notice. If said fencing is not removed by the landowner within 30 days following written notice, it shall become the property of the State of Colorado and disposed of as it sees fit.

**The GRANTOR:**

- 1) Will, at the closing, pay all taxes (including prorated taxes for the current year) and special assessments for the current year;
- 2) Has entered into this agreement only because the GRANTEE has the power of eminent domain and requires the property for public purposes;
- 3) Be responsible for securing releases from all liens, judgments and encumbrances to deliver clear, unencumbered title to GRANTEE. Any encumbrance required to be paid by GRANTOR shall be paid at or before closing from the proceeds of the transaction hereby contemplated or from any other source;
- 4) Will execute and deliver to GRANTEE those documents indicated below;
- 5) Excepts from the subject property described herein in the attached Exhibits, the mineral estate and including all coal, oil, gas and other hydrocarbons, and all clay and other valuable mineral in and under said subject property. The GRANTOR hereby covenants and agrees that the GRANTEE shall forever have the right to take and use, without payment of further compensation to the GRANTOR, any and all sand, gravel, earth, rock, and other road building materials found in or upon said subject property and belonging to the GRANTOR; and
- 6) The GRANTOR further covenants and agrees that no exploration for, or development of any of the products, as described above, and owned by the GRANTOR heretofore or hereafter the date set forth above and hereby excepted will ever be conducted on or from the surface of the premises described in the attached Exhibits, and that in the event any of such operations may hereafter be carried on beneath the surface of said premises, the GRANTOR shall perform no act which may impair the subsurface or lateral support of said premises. These covenants and agreements hereunder, shall inure to and be binding upon the GRANTOR and its heirs, personal and legal representatives, successors and assigns forever.

NOTE: At GRANTOR'S sole discretion, the GRANTOR may convey the underlying mineral estate owned by GRANTOR to the GRANTEE. GRANTEE makes no representations about the nature, title or value of the mineral estate. In transactions where GRANTOR conveys the underlying mineral estate to GRANTEE, Paragraphs 5 and 6, as set forth above, will be deleted from this Memorandum of Agreement and the conveyance document.

GRANTOR conveys the underlying mineral estate to GRANTEE. Paragraphs 5 and 6 are hereby deleted from the Memorandum of Agreement and the conveyance document.

The GRANTEE:

- 1) Will be entitled to specific performance of this agreement upon tender of the agreed consideration;
- 2) Will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law;
- 3) Will make payment after receiving acceptable conveyance instruments from the GRANTOR;
- 4) Will take possession and use of the parcel(s) when it deposits the consideration, as set forth above, into an escrow account for the benefit of the GRANTOR, or when GRANTEE disburses funds to GRANTOR. Transfer of title to the parcel(s) shall occur upon performance of any and all terms under this agreement, and release of the payment from escrow to the GRANTOR, unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended; and
- 5) Will prepare the following documents:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> General Warranty Deed          | <input type="checkbox"/> Utility Easement              |
| <input type="checkbox"/> Access Deed                               | <input checked="" type="checkbox"/> Permanent Easement |
| <input type="checkbox"/> Full Release(s) Book/Page:                | <input type="checkbox"/> Slope Easement                |
| <input type="checkbox"/> Partial Release(s) Book/Page:             | <input type="checkbox"/> Temporary Easement            |
| <input type="checkbox"/> Or (specify)                              |  |
| <input type="checkbox"/> Title Company to prepare documents except |  |

Order Warrant \$2,900.00	Payable to: Velma I. Holder
Order Warrant \$	Payable to: <i>Velma I. Holder</i>
Real Estate Specialist <i>Conrad Kelly</i>	GRANTOR signature <span style="float: right;">Attach form W-9</span>
	GRANTOR (if applicable)
Division approval (Region ROW Manager/Supervisor) <i>Natly Greenman</i>	GRANTEE signature

cc: Project Development Branch – ROW Services (original)  
 Property Owner  
 Region Right-of-Way Manager  
 Region Program Engineer/Resident Engineer/Project Engineer

**EXHIBIT "A"**

**PROJECT NUMBER: STA 092A-023**  
**PARCEL NUMBER: 109**  
**PROJECT CODE: 17774**  
**DATE: October 31, 2012**

**Description of Right of Way Parcel No. 109**

Parcel No. 109 of the Department of Transportation, State of Colorado Project No. STA 092A-023 containing 4,768 sq. ft. (0.109 acres), more or less, located in the NW1/4 of the NW1/4 and the NE1/4 of the NW1/4 of Section 32, Township 14 South, Range 93 West, of the 6th Principal Meridian, Delta County, Colorado, said parcel being more particularly described as follows:

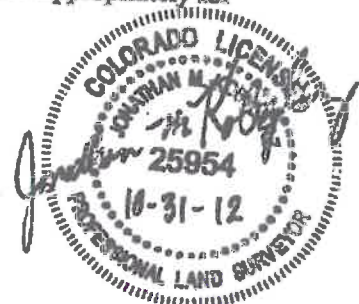
Beginning at a point on the southerly right of way line of State Highway 92 whence the N1/4 corner of said Section 32 bears N. 88°08'14" E., 1203.00';

1. Thence S. 53°52'12" W., 15.63 feet;
2. Thence S. 85°56'01" W., 269.67 feet;
3. Thence S. 75°50'23" W., 109.37 feet;
4. Thence N. 79°51'17" W., 18.01 feet to said southerly right of way line;
5. Thence along said southerly right of way line 321.68 feet along the arc of a curve to the right having a radius of 895.00 feet and a central angle of 20°35'35" (chord bearing N. 81°11'02" E., 319.95 feet);
6. Thence N. 88°08'52" E., 89.26 feet, more or less, to the point of beginning.

The above described parcel contains 4,768 sq. ft. (0.109 acres), more or less.

**Basis of Bearings:** Bearings contained herein are based on a Project Number: STA 092A-023 project grid bearing of N. 85°01'33" E. on the line between CDOT control monuments CM-MP 13.70 and CM-MP 15.30. Both monuments are CDOT Type II, marked appropriately for their milepost location and control position.

*This description was prepared by Jonathan M. Kobylarz, PLS  
For and on behalf of the Colorado Department of Transportation  
222 S. 6<sup>th</sup> Street, Room 317, Grand Junction, CO 81501*



**EXHIBIT "A"**

**PROJECT NUMBER: STA 092A-023  
PERMANENT EASEMENT NUMBER: PE-109  
PROJECT CODE: 17774  
DATE: October 31, 2012**

**Description of Permanent Easement No. PE-109**

Permanent Easement No. PE-109 of the Department of Transportation, State of Colorado, Project No. STA 092A-023 containing 200 sq. ft. (0.005 acres), more or less, located in the NE1/4 of the NW1/4 of Section 32, Township 14 South, Range 93 West, of the 6th Principal Meridian, Delta County, Colorado, said Easement being more particularly described as follows:

Beginning at a point on the south right of way line of State Highway 92 whence the N1/4 corner of said Section 32 bears N. 87°34'26" E., 970.75 feet;

1. Thence S. 1°33'11" W., 10.00 feet;
2. Thence N. 88°26'49" W., 20.00 feet;
3. Thence N. 1°33'11" E., 10.00 feet to said south right of way line;
4. Thence S. 88°26'49" E., 20.00 feet, more or less, to the point of beginning.

The above described Permanent Easement contains 200 sq. ft. (0.005 acres), more or less.

The purpose of the above-described Permanent Easement is for the installation and maintenance of a drainage culvert.

**Basis of Bearings:** Bearings contained herein are based on a Project Number: STA 092A-023 project grid bearing of N. 85°01'33" E. on the line between CDOT control monuments CM-MP 13.70 and CM-MP 15.30. Both monuments are CDOT Type II, marked appropriately for their milepost location and control position.



*This description was prepared by Jonathan M. Kobylarz, PLS  
For and on behalf of the Colorado Department of Transportation  
222 S. 6<sup>th</sup> Street, Room 317, Grand Junction, CO 81501*

Colorado Department of Transportation  
 222 South 6th Street  
 Room 317  
 Grand Junction, CO 81501  
 Phone: 970-683-6233 FAX: 970-683-6249  
 Region 3 JEM

Sheet Revisions			Sheet Revisions			Sheet Revisions		
Date	Description	Initials	Date	Description	Initials	Date	Description	Initials

Right of Way Plans		
Plan Sheet		
Project Number: STA 092A-023		
Project Location: SH 92 STENDEL'S HILL - ROW		
Project Code	Last Mod. Date	Sheet No.
17774	10-11-12	7.01 to 7.07

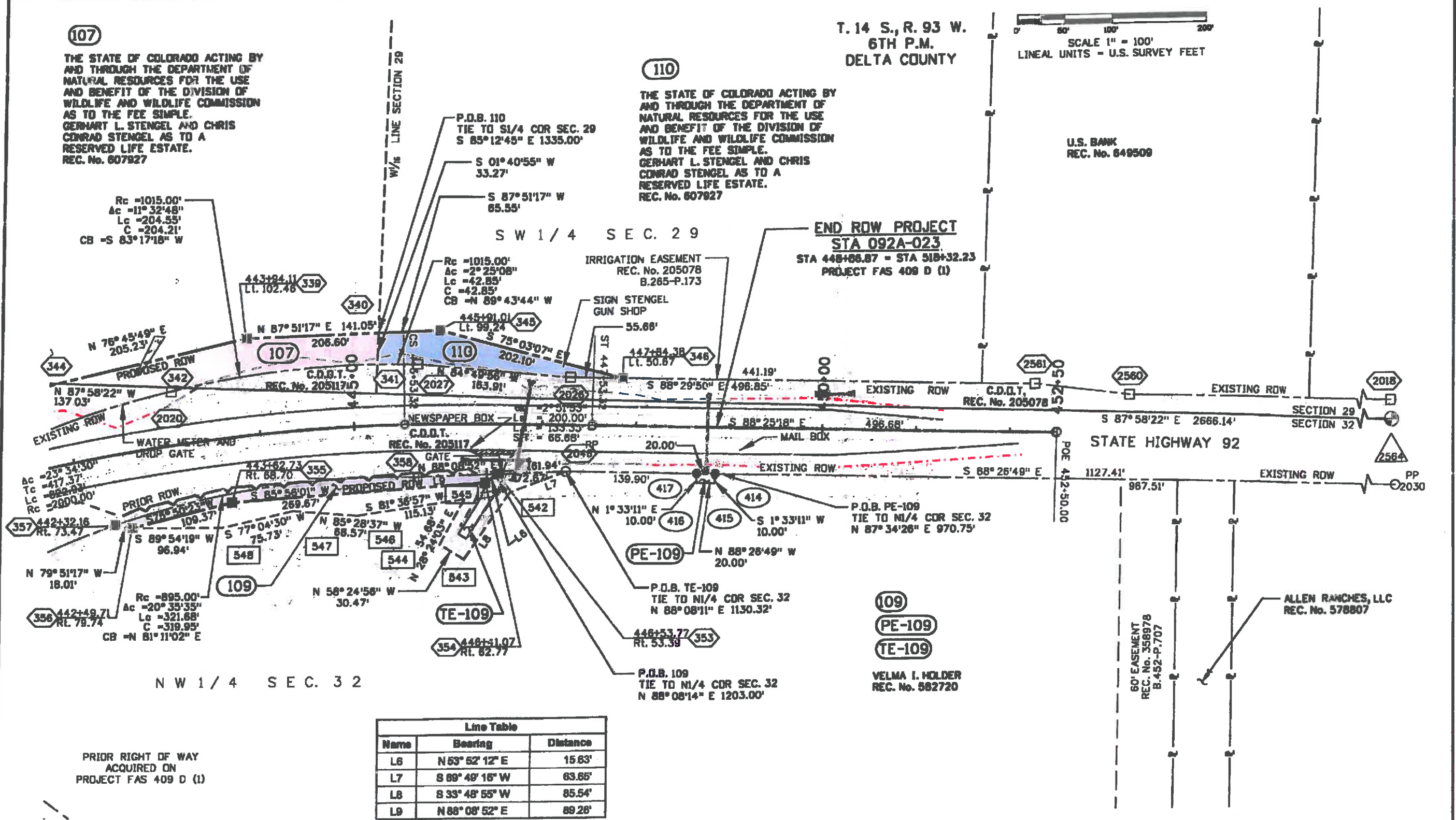
**107**  
 THE STATE OF COLORADO ACTING BY AND THROUGH THE DEPARTMENT OF NATURAL RESOURCES FOR THE USE AND BENEFIT OF THE DIVISION OF WILDLIFE AND WILDLIFE COMMISSION AS TO THE FEE SIMPLE. GERHART L. STENDEL AND CHRIS CONRAD STENDEL AS TO A RESERVED LIFE ESTATE. REC. No. 607927

**110**  
 THE STATE OF COLORADO ACTING BY AND THROUGH THE DEPARTMENT OF NATURAL RESOURCES FOR THE USE AND BENEFIT OF THE DIVISION OF WILDLIFE AND WILDLIFE COMMISSION AS TO THE FEE SIMPLE. GERHART L. STENDEL AND CHRIS CONRAD STENDEL AS TO A RESERVED LIFE ESTATE. REC. No. 607927

T. 14 S., R. 93 W.  
 6TH P.M.  
 DELTA COUNTY



U.S. BANK  
 REC. No. 649509



PRIOR RIGHT OF WAY  
 ACQUIRED ON  
 PROJECT FAS 409 D (1)

Name	Bearing	Distance
L6	N 53° 52' 12" E	15.83'
L7	S 89° 48' 16" W	63.85'
L8	S 33° 48' 55" W	85.54'
L9	N 88° 08' 52" E	89.28'

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<b>COLORADO DEPARTMENT OF TRANSPORTATION MEMORANDUM OF AGREEMENT</b>	Project Code: 17774	Parcel No: 107, TE-107, 110
	Project No: STA 092A-023	
	Location: SH 92 Stengel's Hill ROW	
	County: Delta	State Highway No: 92

This agreement made on 9/24, 2013 is between the State of Colorado for the use and benefit of the Colorado Department of Transportation (GRANTEE) for the purchase of the parcel(s) listed above from the

Owner(s) 1. Gerhart L. Stengel and Chris Conrad Stengel, a Life Estate in joint tenancy  
 2. State of Colorado, acting by and through the Department of Natural Resources and the Parks and Wildlife Commission, who took title, and was formerly known as the State of Colorado acting by and through the Department of Natural Resources for the use and benefit of the Division of Wildlife and Wildlife Commission (GRANTOR).

Just compensation was determined by an appropriate valuation procedure prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following land, easements, improvements, and damages of any kind.

Land (described in attached exhibits) Parcel 107, 110	2.626 Sq.ft <input type="checkbox"/> /acres <input checked="" type="checkbox"/>	\$5,252.00
Permanent and Slope Easements (described in attached exhibits)	Sq.ft <input type="checkbox"/> /acres <input type="checkbox"/>	\$
Temporary Easements (described in attached exhibits) TE-107	0.190 Sq.ft <input type="checkbox"/> /acres <input checked="" type="checkbox"/>	\$76.00
Improvements: Lying within Parcel 107 only, 377 linear feet (lf) 4 ft woven wire fence at \$5.28/lf = \$1,991 33 lf 6 strand barbed fence at \$2.52/lf = \$83 1 Driveway gate for \$1,723 2,800 square feet of driveway gravel at \$1.01/sf = \$2,822 34 lf of 18" driveway culvert at \$23.53/lf = \$800 20 lf of 12" field culvert at \$16.20/lf = \$324 2 each on premises signs at \$1,248 = 2,496		\$10,239.00
Damages		\$
	Gross Total	\$15,600.00 (R)
	Less Credit	\$
	Net Total	\$15,600.00 (R)

Other conditions: TE-107, a temporary easement containing 8,269 sq. ft. (0.190 acres) for the purpose of reconstruction of an access road approach. This temporary easement will remain in effect during construction and shall terminate 10 days after the conclusion of construction and in any event no later than 24 months after the start of construction.

It is understood and agreed by and between the above-referenced Grantors the just compensation amount of \$15,600.00 shall be payable by escrow agent in the amount of \$15,074.80 to Gerhart L. Stengel and Chris Conrad Stengel, and \$525.20 to State of Colorado, acting by and through the Department of Natural Resources for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission.

- The GRANTOR:
- 1) Will, at the closing, pay all taxes (including prorated taxes for the current year) and special assessments for the current year;
  - 2) Has entered into this agreement only because the GRANTEE has the power of eminent domain and requires the property for public purposes;
  - 3) ~~Be responsible for securing releases from all liens, judgments and encumbrances to deliver clear, unencumbered title to GRANTEE. Any encumbrance required to be paid by GRANTOR shall be paid at or before closing from the proceeds of the transaction hereby contemplated or from any other source;~~
  - 4) Will execute and deliver to GRANTEE those documents indicated below;
  - 5) Excepts from the subject property described herein in the attached Exhibits, the mineral estate and including all coal, oil, gas and other hydrocarbons, and all clay and other valuable mineral in and under said subject property. The GRANTOR hereby covenants and agrees that the GRANTEE shall forever have the right to take and use, without payment of further compensation to the GRANTOR, any and all sand, gravel, earth, rock, and other road building materials found in or upon said subject property and belonging to the GRANTOR; and
  - 6) The GRANTOR further covenants and agrees that no exploration for, or development of any of the products, as described above, and owned by the GRANTOR heretofore or hereafter the date set forth above and hereby excepted will ever be conducted on or from the surface of the premises described in the attached Exhibits, and that in the event any of such operations may hereafter be carried on beneath the surface of said premises, the GRANTOR shall perform no act which may impair the subsurface or lateral support of said premises. These covenants and agreements hereunder, shall inure to and be binding upon the GRANTOR and its heirs, personal



and legal representatives, successors and assigns forever.

NOTE: At GRANTOR'S sole discretion, the GRANTOR may convey the underlying mineral estate owned by GRANTOR to the GRANTEE. GRANTEE makes no representations about the nature, title or value of the mineral estate. In transactions where GRANTOR conveys the underlying mineral estate to GRANTEE, Paragraphs 5 and 6, as set forth above, will be deleted from this Memorandum of Agreement and the conveyance document.

GRANTOR conveys the underlying mineral estate to GRANTEE. Paragraphs 5 and 6 are hereby deleted from the Memorandum of Agreement and the conveyance document.

The GRANTEE:



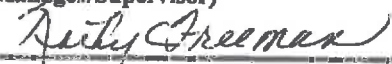
- 1) ~~Will be entitled to specific performance of this agreement upon tender of the agreed consideration;~~
- 2) ~~Will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law;~~
- 3) Will make payment after receiving acceptable conveyance instruments from the GRANTOR;
- 4) Will take possession and use of the parcel(s) when it deposits the consideration, as set forth above, into an escrow account for the benefit of the GRANTOR, or when GRANTEE disburses funds to GRANTOR. Transfer of title to the parcel(s) shall occur upon performance of any and all terms under this agreement, and release of the payment from escrow to the GRANTOR, unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended; and
- 5) Will prepare the following documents:

- |  |   |
|--|---|
| <input type="checkbox"/> General Warranty Deed         | <input type="checkbox"/> Utility Easement   |
| <input type="checkbox"/> Access Deed                   | <input type="checkbox"/> Permanent Easement |
| <input type="checkbox"/> Full Release(s) Book/Page:    | <input type="checkbox"/> Slope Easement     |
| <input type="checkbox"/> Partial Release(s) Book/Page: | <input type="checkbox"/> Temporary Easement |

Or (specify) Quit Claim Deed from State of Colorado, acting by and through the Department of Natural Resources for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission

Title Company to prepare documents except: Warranty Deed from Stengel, Quit Claim Deed from State of Colorado, acting by and through the Department of Natural Resources for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission

Order Warrant \$15,600.00	Payable to: Delta County Abstract Company, as escrow agent for: Gerhart L. Stengel and Chris Conrad Stengel, and the State of Colorado, acting by and through the Department of Natural Resources for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission
Order Warrant \$15,074.80	Payable to: Delta County Abstract Company, as escrow agent for: Gerhart L. Stengel and Chris Conrad Stengel
Order Warrant \$525.20	Payable to: Delta County Abstract Company, as escrow agent for: State of Colorado, acting by and through the Department of Natural Resources for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission

Real Estate Specialist 	GERHART L. STENDEL, GRANTOR <span style="float: right;">Attach form W-9</span>
CHRIS CONRAD STENDEL, GRANTOR <span style="float: right;">Attach form W-9</span>	State of Colorado, acting by and through the Department of Natural Resources for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission, GRANTOR  By  CHAD BISHOP, ASST. DIR., WILDLIFE + NATURAL RESOURCES By <u>7/19/2013</u> DATE:
Division approval (Region ROW Manager/Supervisor) 	GRANTEE signature

cc: Project Development Branch – ROW Services (original)  
Property Owner  
Region Right-of-Way Manager  
Region Program Engineer/Resident Engineer/Project Engineer

**EXHIBIT "A"**

**PROJECT NUMBER: STA 092A-023**  
**PARCEL NUMBER: 107**  
**PROJECT CODE: 17774**  
**DATE: April 16, 2013**

**Description of Right of Way Parcel No. 107**

Parcel No. 107 of the Department of Transportation, State of Colorado, Project No. STA 092A-023 containing 108,115 sq. ft. (2.482 acres), more or less, located in the NW1/4 of the NW1/4 of Section 32 and in the SW1/4 of the SW1/4 of Section 29, Township 14 South, Range 93 West, of the 6th Principal Meridian, Delta County, Colorado, said parcel being more particularly described as follows:

Beginning at a point on the west line of said Section 32 whence the northwest corner of said Section 32 bears N. 1° 23' 58" E., 428.25 feet;

1. Thence N. 89° 58' 06" E., 131.41 feet;
2. Thence N. 57° 13' 32" E., 323.61 feet;
3. Thence N. 64° 43' 55" E., 137.50 feet;
4. Thence 437.83 feet on the arc of a curve to the right having a radius of 2,085.00 feet and a central angle of 12° 01' 54" (chord bearing N. 70° 44' 52" E., 437.03 feet);
5. Thence N. 76° 45' 49" E., 65.15 feet to the north line of said Section 32 whence said northwest corner of Section 32 bears N. 87° 58' 22" W., 994.02 feet;
6. Thence along said north line S. 87° 58' 22" E., 137.03 feet;
7. Thence 284.31 feet on the arc of a curve to the left having a radius of 1,015.00 feet and a central angle of 16° 02' 56" (chord bearing S. 69° 29' 26" W., 283.38 feet);
8. Thence S. 61° 27' 58" W., 337.20 feet;
9. Thence S. 74° 58' 27" W., 419.65 feet to the west line of said Section 32;
10. Thence N. 1° 23' 58" E., 76.60 feet to the point of beginning.

The above described parcel contains 98,267 sq. ft. (2.256 acres), more or less.

CDOT Proj. No. STA 092-023  
Right of Way Parcel 107  
04/16/13

ALSO,

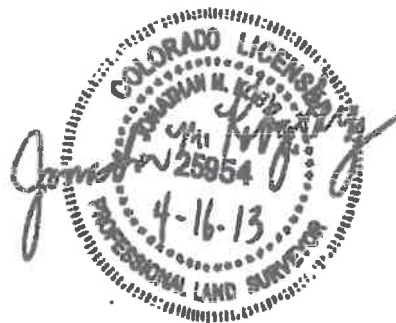
Beginning at a point on the south line of said Section 29 whence the southwest corner of said Section 29 bears N. 87°58'22" W., 994.02 feet;

1. Thence N. 76°45'49" E., 205.23 feet;
2. Thence N. 87°51'17" E., 141.05 feet to the west 1/16 line of said Section 29;
3. Thence along said west 1/16 line S. 1°40'55" W., 33.27 feet;
4. Thence 204.55 feet on the arc of a curve to the left having a radius of 1,015.00 feet and a central angle of 11°32'48" (chord bearing S. 83°17'18" W., 204.21 feet) to the south line of said Section 29;
5. Thence N. 87°58'22" W., 137.03 feet to the point of beginning.

The above described parcel contains 9,848 sq. ft. (0.226 acres), more or less.

The above described parcels combined contain 108,115 sq. ft. (2.482 acres), more or less.

**Basis of Bearings:** Bearings contained herein are based on a Project Number: STA 092A-023 project grid bearing of N. 85°01'33" E. on the line between CDOT control monuments CM-MP 13.70 and CM-MP 15.30. Both monuments are CDOT Type II, marked appropriately for their milepost location and control position.



*This description was prepared by Jonathan M. Kobylarz, PLS  
For and on behalf of the Colorado Department of Transportation  
222 S. 6<sup>th</sup> Street, Room 317, Grand Junction, CO 81501*

**EXHIBIT "A"**

**PROJECT NUMBER: STA 092A-023**

**PARCEL NUMBER: 110**

**PROJECT CODE: 17774**

**DATE: October 31, 2012**

**Description of Right of Way Parcel No. 110**

Parcel No. 110 of the Department of Transportation, State of Colorado, Project No. STA 092A-023 containing 6,266 sq. ft. (0.144 acres), more or less, located in the SE1/4 of the SW1/4 of Section 29, Township 14 South, Range 93 West, of the 6th Principal Meridian, Delta County, Colorado, said parcel being more particularly described as follows:

Beginning at a point on the west 1/16 line of said Section 29 whence the S1/4 corner of said Section 29 bears S. 85°12'45" E., 1335.00 feet;

1. Thence N. 87°51'17" E., 65.55 feet;
2. Thence S. 75°03'07" E., 202.10 feet to the northerly right of way line of said State Highway 92;
3. Thence N. 88°29'50" W., 55.66 feet;
4. Thence N. 84°49'56" W., 163.91 feet;
5. Thence 42.85 feet on the arc of a curve to the left having a radius of 1,015.00 feet and a central angle of 2°25'08" (chord bearing N. 89°43'44" W., 42.85 feet) to the W1/16 line of said Section 29;
6. Thence N. 1°40'55" E., 33.27 feet to the point of beginning.

The above described parcel contains 6,266 sq. ft. (0.144 acres), more or less.

**Basis of Bearings:** Bearings contained herein are based on a Project Number: STA 092A-023 project grid bearing of N. 85°01'33" E. on the line between CDOT control monuments CM-MP 13.70 and CM-MP 15.30. Both monuments are CDOT Type II, marked appropriately for their milepost location and control position.

*This description was prepared by Jonathan M. Kobylarz, PLS  
For and on behalf of the Colorado Department of Transportation  
222 E. 6<sup>th</sup> Street, Room 317, Grand Junction, CO 81501*



Colorado Department of Transportation  
 222 South 6th Street  
 Room 317  
 Grand Junction, CO 81501  
 Phone: 970-683-6233 FAX: 970-683-6249  
 Region 3 JEM

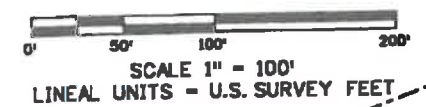
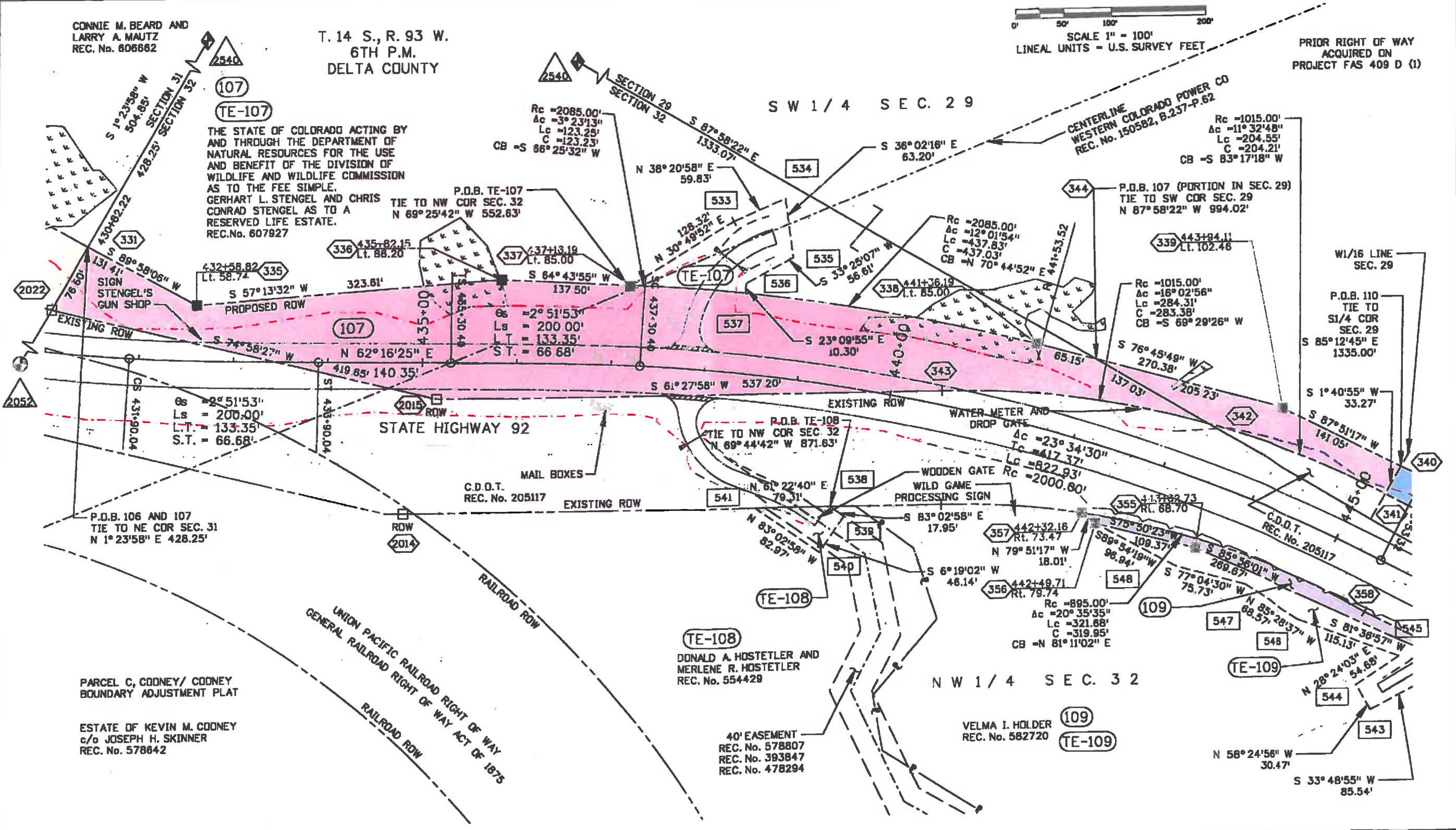
Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials



Right of Way Plans			
Plan Sheet			
Project Number: STA 092A-023			
Project Location: SH 92 STENGEL'S HILL - ROW			
Project Code: 17774	Last Mod. Date: 10-16-12	Submittal: 7.01 to 7.07	Sheet No.: 7.06



PRIOR RIGHT OF WAY  
 ACQUIRED ON  
 PROJECT FAS 409 D (1)

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Sheet Revisions		
Date	Description	Initials

Sheet Revisions		
Date	Description	Initials

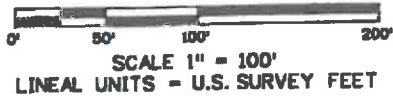
Sheet Revisions		
Date	Description	Initials

Right of Way Plans			
Plan Sheet			
Project Number: STA 092A-023			
Project Location: SH 92 STENDEL'S HILL - ROW			
Project Code	Last Mod. Date	Sheet	Sheet No.
17774	10-26-12	7.01 to 7.07	7.07

**(107)**  
 THE STATE OF COLORADO ACTING BY AND THROUGH THE DEPARTMENT OF NATURAL RESOURCES FOR THE USE AND BENEFIT OF THE DIVISION OF WILDLIFE AND WILDLIFE COMMISSION AS TO THE FEE SIMPLE, GERHART L. STENDEL AND CHRIS CONRAD STENDEL AS TO A RESERVED LIFE ESTATE. REC. No. 607927

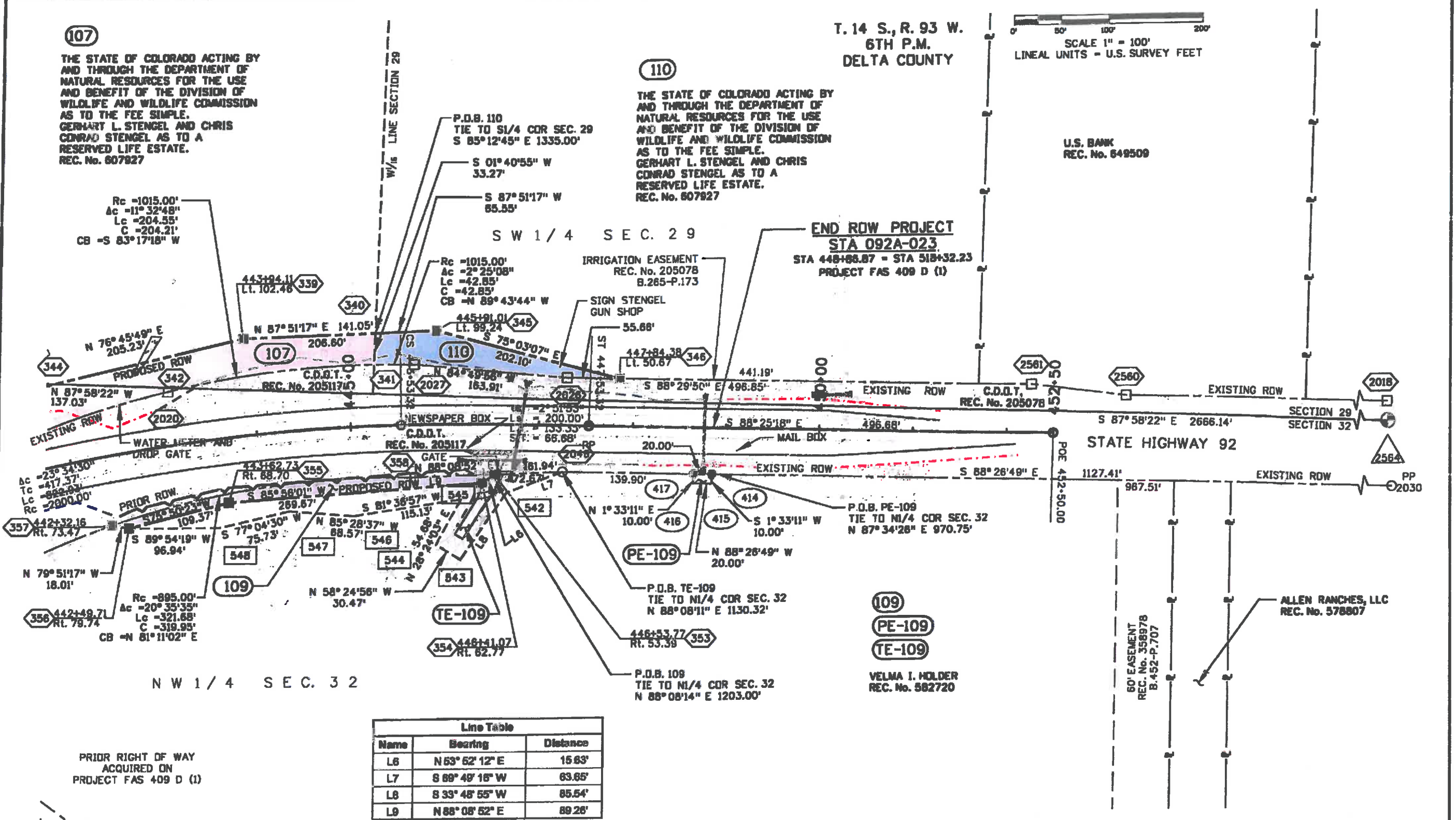
**(110)**  
 THE STATE OF COLORADO ACTING BY AND THROUGH THE DEPARTMENT OF NATURAL RESOURCES FOR THE USE AND BENEFIT OF THE DIVISION OF WILDLIFE AND WILDLIFE COMMISSION AS TO THE FEE SIMPLE, GERHART L. STENDEL AND CHRIS CONRAD STENDEL AS TO A RESERVED LIFE ESTATE. REC. No. 607927

T. 14 S., R. 93 W.  
 6TH P.M.  
 DELTA COUNTY



U.S. BANK  
 REC. No. 649509

**END ROW PROJECT**  
**STA 092A-023**  
 STA 448+66.87 - STA 518+32.23  
 PROJECT FAS 409 D (1)



Line Table		
Name	Bearing	Distance
L6	N 53° 52' 12" E	15.63'
L7	S 89° 49' 16" W	63.65'
L8	S 33° 48' 55" W	85.54'
L9	N 88° 08' 52" E	89.28'

PRIOR RIGHT OF WAY  
 ACQUIRED ON  
 PROJECT FAS 409 D (1)

12/16/2012 10:57:52 AM c:\projects\sta092a\row\row07.dgn

**COLORADO DEPARTMENT OF  
TRANSPORTATION  
MEMORANDUM OF  
AGREEMENT**

Project Code: 17774	Parcel No: 107, TE-107, 110
Project No: STA 092A-023	
Location: SH 92 Stengel's Hill ROW	
County: Delta	State Highway No: 92

This agreement made on 9/24 2013 is between the State of Colorado for the use and benefit of the Colorado Department of Transportation (GRANTEE) for the purchase of the parcel(s) listed above from the

Owner(s) 1. Gerhart L. Stengel and Chris Conrad Stengel, a Life Estate in joint tenancy  
 2. State of Colorado, acting by and through the Department of Natural Resources for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission, who took title, and was formerly known as the State of Colorado acting by and through the Department of Natural Resources for the use and benefit of the Division of Wildlife and Wildlife Commission (GRANTOR).

Just compensation was determined by an appropriate valuation procedure prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following land, easements, improvements, and damages of any kind.

Land (described in attached exhibits) Parcel 107, 110	2.626 Sq.ft <input type="checkbox"/> /acres <input checked="" type="checkbox"/>	\$5,252.00
Permanent and Slope Easements (described in attached exhibits)	Sq.ft <input type="checkbox"/> /acres <input type="checkbox"/>	\$
Temporary Easements (described in attached exhibits) TE-107	0.190 Sq.ft <input type="checkbox"/> /acres <input checked="" type="checkbox"/>	\$76.00
Improvements: Lying within Parcel 107 only, 377 linear feet (lf) 4 ft woven wire fence at \$5.28/lf = \$1,991 33 lf 6 strand barbed fence at \$2.52/lf = \$83 1 Driveway gate for \$1,723 2,800 square feet of driveway gravel at \$1.01/sf = \$2,822 34 lf of 18" driveway culvert at \$23.53/lf = \$800 20 lf of 12" field culvert at \$16.20/lf = \$324 2 each on premises signs at \$1,248 = 2,496		\$10,239.00
Damages		\$
	Gross Total	\$15,600.00 (R)
	Less Credit	\$
	Net Total	\$15,600.00 (R)

Other conditions: TE-107, a temporary easement containing 8,269 sq. ft. (0.190 acres) for the purpose of reconstruction of an access road approach. This temporary easement will remain in effect during construction and shall terminate 10 days after the conclusion of construction and in any event no later than 24 months after the start of construction.

It is understood and agreed by and between the above-referenced Grantors the just compensation amount of \$15,600.00 shall be payable by escrow agent in the amount of \$15,074.80 to Gerhart L. Stengel and Chris Conrad Stengel, and \$525.20 to State of Colorado, acting by and through the Department of Natural Resources for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission.

**The GRANTOR:**

- 1) Will, at the closing, pay all taxes (including prorated taxes for the current year) and special assessments for the current year;
- 2) Has entered into this agreement only because the GRANTEE has the power of eminent domain and requires the property for public purposes;
- 3) Be responsible for securing releases from all liens, judgments and encumbrances to deliver clear, unencumbered title to GRANTEE. Any encumbrance required to be paid by GRANTOR shall be paid at or before closing from the proceeds of the transaction hereby contemplated or from any other source;
- 4) Will execute and deliver to GRANTEE those documents indicated below;
- 5) Excepts from the subject property described herein in the attached Exhibits, the mineral estate and including all coal, oil, gas and other hydrocarbons, and all clay and other valuable mineral in and under said subject property. The GRANTOR hereby covenants and agrees that the GRANTEE shall forever have the right to take and use, without payment of further compensation to the GRANTOR, any and all sand, gravel, earth, rock, and other road building materials found in or upon said subject property and belonging to the GRANTOR; and
- 6) The GRANTOR further covenants and agrees that no exploration for, or development of any of the products, as described above, and owned by the GRANTOR heretofore or hereafter the date set forth above and hereby excepted will ever be conducted on or from the surface of the premises described in the attached Exhibits, and that in the event any of such operations may hereafter be carried on beneath the surface of said premises, the GRANTOR shall perform no act which may impair the subsurface or lateral support of said premises. These covenants and agreements hereunder, shall inure to and be binding upon the GRANTOR and its heirs, personal

and legal representatives, successors and assigns forever.

NOTE: At GRANTOR'S sole discretion, the GRANTOR may convey the underlying mineral estate owned by GRANTOR to the GRANTEE. GRANTEE makes no representations about the nature, title or value of the mineral estate. In transactions where GRANTOR conveys the underlying mineral estate to GRANTEE, Paragraphs 5 and 6, as set forth above, will be deleted from this Memorandum of Agreement and the conveyance document.

GRANTOR conveys the underlying mineral estate to GRANTEE. Paragraphs 5 and 6 are hereby deleted from the Memorandum of Agreement and the conveyance document.

The GRANTEE:


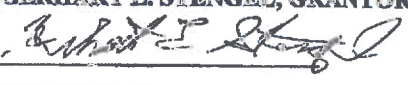

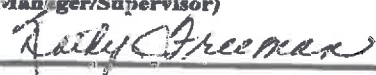
- 1) Will be entitled to specific performance of this agreement upon tender of the agreed consideration;
- 2) Will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law;
- 3) Will make payment after receiving acceptable conveyance instruments from the GRANTOR;
- 4) Will take possession and use of the parcel(s) when it deposits the consideration, as set forth above, into an escrow account for the benefit of the GRANTOR, or when GRANTEE disburses funds to GRANTOR. Transfer of title to the parcel(s) shall occur upon performance of any and all terms under this agreement, and release of the payment from escrow to the GRANTOR, unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended; and
- 5) Will prepare the following documents:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> General Warranty Deed | <input type="checkbox"/> Utility Easement   |
| <input type="checkbox"/> Access Deed                      | <input type="checkbox"/> Permanent Easement |
| <input type="checkbox"/> Full Release(s) Book/Page:       | <input type="checkbox"/> Slope Easement     |
| <input type="checkbox"/> Partial Release(s) Book/Page:    | <input type="checkbox"/> Temporary Easement |

Or (specify) Quit Claim Deed from State of Colorado acting by and through the Department of Natural Resources

Title Company to prepare documents except: Warranty Deed from Stengel, Quit Claim Deed from State of Colorado acting by and through the Department of Natural Resources

Order Warrant \$15,600.00	Payable to: <del>Delta County Abstract Company, as escrow agent for: Gerhart L. Stengel and Chris Conrad Stengel, and the State of Colorado, acting by and through the Department of Natural Resources for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission</del>
Order Warrant \$15,074.80	Payable to: Delta County Abstract Company, as escrow agent for: Gerhart L. Stengel and Chris Conrad Stengel
Order Warrant \$525.20	Payable to: Delta County Abstract Company, as escrow agent for: State of Colorado, acting by and through the Department of Natural Resources for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission

Real Estate Specialist 	GERHART L. STENDEL, GRANTOR  Attach form W-9
CHRIS CONRAD STENDEL, GRANTOR  Attach form W-9	State of Colorado, acting by and through the Department of Natural Resources for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission, GRANTOR  By _____  By _____
Division approval (Region ROW Manager/Supervisor) 	GRANTEE signature

cc: Project Development Branch - ROW Services (original)  
Property Owner  
Region Right-of-Way Manager  
Region Program Engineer/Resident Engineer/Project Engineer



**EXHIBIT "A"**

**PROJECT NUMBER: STA 092A-023**

**PARCEL NUMBER: 107**

**PROJECT CODE: 17774**

**DATE: April 16, 2013**

**Description of Right of Way Parcel No. 107**

Parcel No. 107 of the Department of Transportation, State of Colorado, Project No. STA 092A-023 containing 108,115 sq. ft. (2.482 acres), more or less, located in the NW1/4 of the NW1/4 of Section 32 and in the SW1/4 of the SW1/4 of Section 29, Township 14 South, Range 93 West, of the 6th Principal Meridian, Delta County, Colorado, said parcel being more particularly described as follows:

Beginning at a point on the west line of said Section 32 whence the northwest corner of said Section 32 bears N.  $1^{\circ} 23'58''$  E., 428.25 feet;

1. Thence N.  $89^{\circ}58'06''$  E., 131.41 feet;
2. Thence N.  $57^{\circ}13'32''$  E., 323.61 feet;
3. Thence N.  $64^{\circ}43'55''$  E., 137.50 feet;
4. Thence 437.83 feet on the arc of a curve to the right having a radius of 2,085.00 feet and a central angle of  $12^{\circ}01'54''$  (chord bearing N.  $70^{\circ}44'52''$  E., 437.03 feet);
5. Thence N.  $76^{\circ}45'49''$  E., 65.15 feet to the north line of said Section 32 whence said northwest corner of Section 32 bears N.  $87^{\circ}58'22''$  W., 994.02 feet;
6. Thence along said north line S.  $87^{\circ}58'22''$  E., 137.03 feet;
7. Thence 284.31 feet on the arc of a curve to the left having a radius of 1,015.00 feet and a central angle of  $16^{\circ}02'56''$  (chord bearing S.  $69^{\circ}29'26''$  W., 283.38 feet);
8. Thence S.  $61^{\circ}27'58''$  W., 537.20 feet;
9. Thence S.  $74^{\circ}58'27''$  W., 419.65 feet to the west line of said Section 32;
10. Thence N.  $1^{\circ}23'58''$  E., 76.60 feet to the point of beginning.

The above described parcel contains 98,267 sq. ft. (2.256 acres), more or less.

CDOT Proj. No. STA 092-023  
Right of Way Parcel 107  
04/16/13

ALSO,

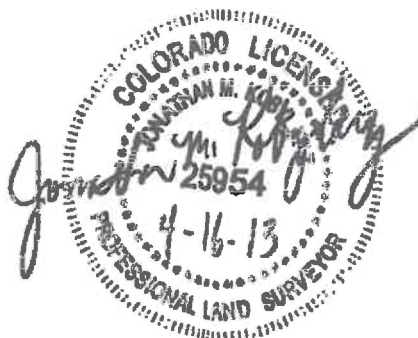
Beginning at a point on the south line of said Section 29 whence the southwest corner of said Section 29 bears N. 87°58'22" W., 994.02 feet;

1. Thence N. 76°45'49" E., 205.23 feet;
2. Thence N. 87°51'17" E., 141.05 feet to the west 1/16 line of said Section 29;
3. Thence along said west 1/16 line S. 1°40'55" W., 33.27 feet;
4. Thence 204.55 feet on the arc of a curve to the left having a radius of 1,015.00 feet and a central angle of 11°32'48" (chord bearing S. 83°17'18" W., 204.21 feet) to the south line of said Section 29;
5. Thence N. 87°58'22" W., 137.03 feet to the point of beginning.

The above described parcel contains 9,848 sq. ft. (0.226 acres), more or less.

The above described parcels combined contain 108,115 sq. ft. (2.482 acres), more or less.

**Basis of Bearings:** Bearings contained herein are based on a Project Number: STA. 092A-023 project grid bearing of N. 85°01'33" E. on the line between CDOT control monuments CM-MP 13.70 and CM-MP 15.30. Both monuments are CDOT Type II, marked appropriately for their milepost location and control position.



*This description was prepared by Jonathan M. Kobylarz, PLS  
For and on behalf of the Colorado Department of Transportation  
222 S. 6<sup>th</sup> Street, Room 317, Grand Junction, CO 81501*

**EXHIBIT "A"**

**PROJECT NUMBER: STA 092A-023**  
**PARCEL NUMBER: 110**  
**PROJECT CODE: 17774**  
**DATE: October 31, 2012**

**Description of Right of Way Parcel No. 110**

Parcel No. 110 of the Department of Transportation, State of Colorado, Project No. STA 092A-023 containing 6,266 sq. ft. (0.144 acres), more or less, located in the SE1/4 of the SW1/4 of Section 29, Township 14 South, Range 93 West, of the 6th Principal Meridian, Delta County, Colorado, said parcel being more particularly described as follows:

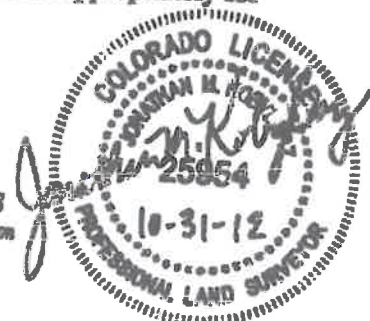
Beginning at a point on the west 1/16 line of said Section 29 whence the S1/4 corner of said Section 29 bears S. 85°12'45" E., 1335.00 feet;

1. Thence N. 87°51'17" E., 65.55 feet;
2. Thence S. 75°03'07" E., 202.10 feet to the northerly right of way line of said State Highway 92;
3. Thence N. 88°29'50" W., 55.66 feet;
4. Thence N. 84°49'56" W., 163.91 feet;
5. Thence 42.85 feet on the arc of a curve to the left having a radius of 1,015.00 feet and a central angle of 2°25'08" (chord bearing N. 89°43'44" W., 42.85 feet) to the W1/16 line of said Section 29;
6. Thence N. 1°40'55" E., 33.27 feet to the point of beginning.

The above described parcel contains 6,266 sq. ft. (0.144 acres), more or less.

**Basis of Bearings:** Bearings contained herein are based on a Project Number: STA 092A-023 project grid bearing of N. 85°01'33" E. on the line between CDOT control monuments CM-MP 13.70 and CM-MP 15.30. Both monuments are CDOT Type II, marked appropriately for their milepost location and control position.

*This description was prepared by Jonathan M. Kobylarz, PLS  
For and on behalf of the Colorado Department of Transportation  
222 S. 6<sup>th</sup> Street, Room 317, Grand Junction, CO 81501*



**Colorado Department of Transportation**  
 222 South 6th Street  
 Room 317  
 Grand Junction, CO 81501  
 Phone: 970-683-6233 FAX: 970-683-6249  
**Region 3** **JEM**

Sheet Revisions			Sheet Revisions			Sheet Revisions		
Date	Description	Initials	Date	Description	Initials	Date	Description	Initials
04/02/13	General change Parcel 106 removed and parcels holding end added 10/16 to Sec 32	JEM						
05/08/13	Changed General Parcel 107	JEM						

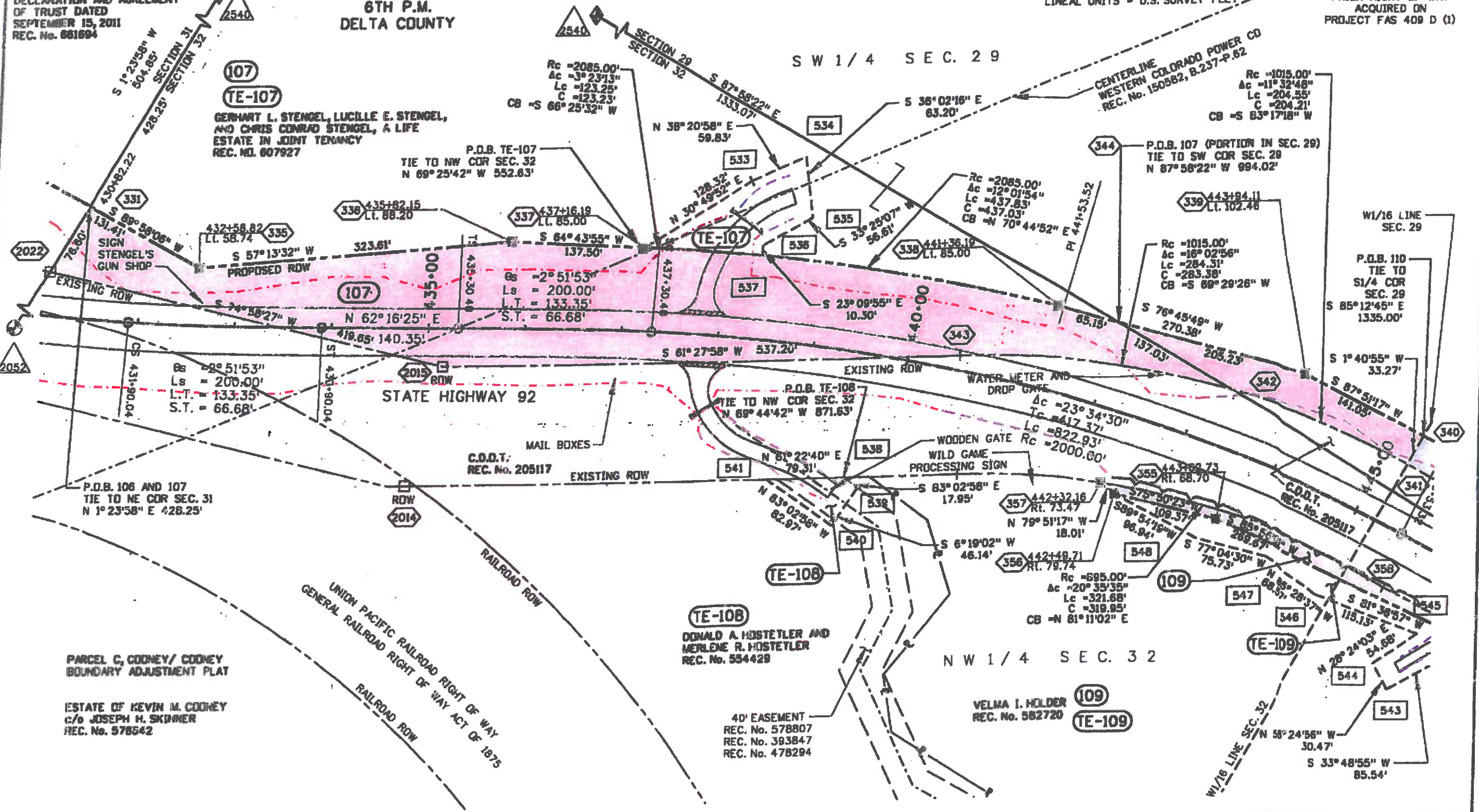
Right of Way Plans			
Plan Sheet			
Project Number: STA 082A-023			
Project Location: SH 92 STENGEL'S HILL - ROW			
Project Code	Last Rev. Date	Sheet	Sheet No.
1774	05-08-13	7.01 to 7.07	7.05

GREGORY J. MUELLER, TRUSTEE OF THE LARRY A. AND CORNIE BEARD MAUTZ IRREVOCABLE FAMILY TRUST, DECLARATION AND AGREEMENT OF TRUST DATED SEPTEMBER 15, 2011 REC. No. 661694

T. 14 S., R. 93 W.  
 6TH P.M.  
 DELTA COUNTY

SCALE 1" = 100'  
 LINEAL UNITS = U.S. SURVEY FEET

PRIOR RIGHT OF WAY ACQUIRED ON PROJECT FAS 409 D (1)



5/9/2013 9:19:27 AM c:\projects\sta082a\1774\row\1774\row06.dwg

PARCEL C, COONEY/ COONEY BOUNDARY ADJUSTMENT PLAT

ESTATE OF KEVIN M. COONEY c/o





**United States Department of the Interior**  
**Bureau of Land Management**  
Uncompahgre Field Office  
2465 South Townsend Avenue  
Montrose, Colorado 81401



In Reply  
Refer to: CO-S054  
COC-72926 – Amendment No. 2

CERTIFIED MAIL—RETURN RECEIPT REQUESTED

**DEC 31 2013**

John M. Cater, Division Administrator  
Attn: Chris Horn  
Federal Highway Administration  
Colorado Division  
12300 West Dakota Avenue, Suite 180  
Lakewood, Colorado 80228

Amendment No. 2  
**LETTER OF CONSENT**

Dear Mr. Cater:

This Amendment pertains to the Letter of Consent that was signed on March 28, 2013 for the following project: reconstruction, realignment and a grade separation over the railroad tracks on State Highway 92, Stengel's Hill Right-of-Way, Project Number STA 092A-023, Project Code 17774, Parcels 100, TE-100, TE-100A, TE-102 and TE-102A. Through CDOT, Region 3, and Colorado Parks & Wildlife, it has come to our attention that Stipulation 12 of the Letter of Consent pertaining to protection of prairie dogs has been determined to be unfeasible.

This Amendment hereby replaces Stipulation 12 in the March 28, 2013 Letter of Consent with the following stipulation:

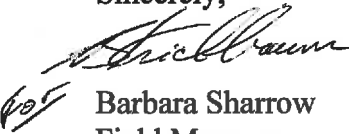
CDOT will attempt to passively relocate prairie dogs within the project area if possible. Prairie dogs that are euthanized within the project area will be taken to a raptor facility when possible. All other prairie dogs would be humanely euthanized and buried on site prior to construction.

All other information, terms and stipulations in the March 28, 2013 Letter of Consent remain unchanged. This Letter of Consent authorizes immediate entry to the described lands under the terms contained herein.

In accordance with the provision of the Interagency Agreement between the Bureau of Land Management (BLM) and the Federal Highway Administration (FHWA), it is the responsibility of FHWA to comply with the National Environmental Policy Act (NEPA) and other legal requirements including, but not limited to, the necessary biological and cultural surveys and clearances.

If you have questions or concerns regarding this letter, please contact Linda Reed, Realty Specialist, at 970 240-5322.

Sincerely,

  
Barbara Sharrow  
Field Manager

cc:

Chris Horn  
Federal Highway Administration  
Colorado Division  
12300 West Dakota Avenue, Suite 180  
Lakewood, CO 80228

Ron Alexander, Project Manager  
State of Colorado, Department of Transportation  
2424 North Townsend Avenue  
Montrose, CO 81401

✓ Robert Martindale, Right of Way Manager  
State of Colorado, Department of Transportation  
222 South 6<sup>th</sup> Street, Suite 317  
Grand Junction, CO 81501



## COLORADO PARKS & WILDLIFE

---

300 W. New York Ave. • Gunnison, Colorado 81230  
Phone (970) 641-7060 • FAX (970) 641-7883  
cpw.state.co.us

December 23, 2013

Michael E. Vanderhoof  
Colorado Department of Transportation – Region 3  
222 South Sixth Street, Room 317  
Grand Junction, CO 81501  
(970) 683-6250

RE: STA 092A – 024 State Highway 92, Stengel Hill

Mr. Vanderhoof,

This letter is to address the issue of prairie dogs located within the highway expansion project area between milepost 13.8 and 15.5 on Highway 92 in Delta County. You have indicated in a letter sent on October 8, 2013 that your department would attempt to passively relocate prairie dogs within the project area when possible, and further that prairie dogs that were euthanized within the project area would be taken to a raptor facility when possible. All other prairie dogs would be humanely euthanized and buried on site, prior to construction.

As a state agency committed to protecting our natural resources, we understand your protocol to relocate and attempt to minimize mortality of prairie dogs within your project area. We appreciate that you have procedures in place to address this and find these methods acceptable and sufficient.

We further understand your need to get this project initiated and that some mortality of prairie dogs will occur. We appreciate the opportunity to comment on this project.

Sincerely,

J Wenum  
Area Wildlife Manager-Gunnison

Cc: Area 16, SW Region

STATE OF COLORADO

John W. Hickenlooper, Governor • Mike King, Executive Director, Department of Natural Resources  
Bob D. Broscheid, Director, Colorado Parks and Wildlife  
Parks and Wildlife Commission: Robert W. Bray • Chris Castilian, Secretary • Jeanne Home  
Bill Kane, Chair • Gaspar Perricone • James Pribyl • John Singletary  
Mark Smith, Vice-Chair • James Vigil • Dean Wingfield • Michelle Zimmerman  
Ex Officio Members: Mike King and John Salazar





**United States Department of the Interior**  
**Bureau of Land Management**  
**Uncompahgre Field Office**  
**2465 South Townsend Avenue**  
**Montrose, Colorado 81401**



**In Reply**  
**Refer to: CO-S054**  
**COC-72926 - Amendment**

**CERTIFIED MAIL—RETURN RECEIPT REQUESTED**

**MAR 28 2013**

**John M. Cater, Division Administrator**  
**Attn: Chris Horn**  
**Federal Highway Administration**  
**Colorado Division**  
**12300 West Dakota Avenue, Suite 180**  
**Lakewood, Colorado 80228**

**LETTER OF CONSENT**

**Dear Mr. Cater:**

Request has been received for the appropriation of public lands of the United States within the State of Colorado pursuant to U.S.C. Title 23: Highways, Section 317 and Section 107(d) for the purpose of issuing a right-of-way use document to the Colorado Department of Transportation (CDOT). The project is for reconstruction, realignment and a grade separation over the railroad tracks on State Highway 92, Stengel's Hill Right-of-Way, Project Number STA 092A-023, Project Code 17774, Parcels 100, TE-100, TE-100A, TE-102 and TE-102A.

The project requires Temporary Easement areas including TE-100 for realignment of the Shamrock County Road approach, TE-100A and TE-102 for realignment of the Pleasure Park County Road approach and TE-102A for construction of the Day's driveway. The Temporary Easement areas shall expire 24 months after construction start up unless they are renewed.

This Letter of Consent authorizes immediate entry to the described lands under the terms contained herein.

The area requested lies in the:

6<sup>th</sup> Principal Meridian, Colorado.  
T. 14 S., R. 93 W.,  
Sec. 31: Lots 5, 6, 7, Parcel B, NW1/4NE1/4.  
T. 14 S., R. 94 W.,  
Sec. 36: NE1/4NE1/4.

er

The subject land is shown on the right-of-way plans titled: Department of Transportation, State of Colorado, Right of Way Plans of Proposed Federal Aid Project No. STA 092A-023, State Highway No. 92, Section 36, T. 14 S., R. 94 W., 6<sup>th</sup> P.M. Sections 29, 31, and 32, T. 14 S., R. 93 W., 6<sup>th</sup> P.M., Delta County, Right of Way Project Code No. 17774, Right of Way Plan Sheets 1.01, 2.01 – 2.02, 3.01 - 3.03, 4.01 – 4.05, 5.01, 7.01-7.07 and 8.01, with last modification dates ranging from October 3, 2006, to February 14, 2013.

In accordance with the provision of the Interagency Agreement between the Bureau of Land Management (BLM) and the Federal Highway Administration (FHWA), it is the responsibility of FHWA to comply with the National Environmental Policy Act (NEPA) and other legal requirements including, but not limited to, the necessary biological and cultural surveys and clearances. Accordingly, the BLM agrees to the appropriation and transfer of Parcel 100 and the use of the Temporary Easement areas TE-100, TE-100A, TE-102 and TE-102A for the foregoing purpose subject to the following stipulations which must be included in the right-of-way document issued to CDOT, agreed upon by the State, and enforced by the FHWA.

1. If outstanding valid claims exist on the date of this use authorization, the State agency shall obtain such permission as may be necessary due to any such claims.
2. The use right herein authorized shall terminate 10 years, or sooner if agreed upon, from the date of execution of the transfer document by FHWA to the State in the event construction of the highway project has not been initiated during such period.
3. The use right herein authorized is limited to the described right-of-way and the space above and below for highway purposes and does not include any use rights for non-highway purposes.
4. All surface disturbing activities and all facilities or improvements associated with the construction, operation and maintenance of the highway shall be conducted within the limits of the highway right-of-way as detailed in the above referenced highway plans.
5. BLM retains the right to use, or authorize use on, any portion of the right-of-way for non-highway purposes provided such use would not interfere with the highway, or be inconsistent with the provisions of Title 23 of U.S.C. and the FHWA regulations pursuant thereto, and the FHWA and the State agency concerned shall be consulted prior to exercising such rights.
6. All disturbed areas shall be vegetated and kept vegetated with suitable native species. Water bars, ditches, or other erosion preventive measures may be required. This provision also applies to slopes that are reshaped following slides which may occur during or after construction.
7. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way.
8. No sites for highway construction, operation or maintenance facilities, storage yards, camps or disposal areas may be established within the right-of-way without prior approval of the BLM.
9. Upon completion of construction, fences shall be installed on all public lands in the project area. The type of fencing used shall be CDOT's "Barbed Wire Fence with Wooden Posts, Standard Installation" as described in CDOT's Standard Plan No. M-607-1, Wire Fences and Gates, Sheet No. 2, enclosed as Exhibit A. However, the top wire on the fence shall be smooth, not barbed, to create a more wildlife friendly fence.

10. To protect Burrowing Owls: Prior to any construction for the highway project including utilities, Burrowing Owl surveys will be conducted per Colorado Parks and Wildlife (CPW) guidelines. If the owls are found, no work will occur within 150 feet of the nest per CPW guidelines.

12. To protect White-tailed prairie dogs: Prior to any construction for the highway project including utilities, surveys will be conducted to determine if there will be any direct impact to the prairie dogs. If there is, CDOT will use passive relocation to remove the prairie dogs from the project footprint.

See Amd 2 - 12-31-13

13. Since construction of the project will not occur until Spring 2014, it is requested that you contact the U. S. Fish and Wildlife Service prior to project construction to obtain the most recent information regarding listed or proposed species and their critical habitats.

If you have questions or concerns regarding this letter, please contact Linda Reed, Realty Specialist, at 970 240-5322.

Sincerely,

*Teresa Pfifer*

Teresa Pfifer  
Lands and Minerals Staff Supervisor

Enclosures:

Exhibit A: CDOT, Standard Plan No. M-607-1, Wire Fences and Gates, Sheet No. 2  
Exhibit B: Right of Way Plans, Ownership Sheet No. 8.01

cc:

- ✓ Chris Horn  
Federal Highway Administration  
Colorado Division  
12300 West Dakota Avenue, Suite 180  
Lakewood, CO 80228
- ✓ Ron Alexander, Project Manager  
State of Colorado, Department of Transportation  
2424 North Townsend Avenue  
Montrose, CO 81401
- ✓ Robert Martindale, Right of Way Manager  
State of Colorado, Department of Transportation  
222 South 6<sup>th</sup> Street, Suite 317  
Grand Junction, CO 81501

Parcel 103 Day access

Existing driveway to highway, wont be able to access hwy along this road, new access connects o hwy at pleasure park

Fence and drop gate to be replaced by project

New driveway alignment will pass through this corner of BLM land and connect with straight section east of fence.

WARNING

08.27.2012 10:43



Illegal off-premise sign to be removed by tavern owner, if not removed by time of construction, contractor to remove and dispose. Alan Club was to provide 30 vacate notice to them.

08.27.2012 10:23

Parcel 105  
Kovalchuk  
Entrance

Reset mailboxes  
within the Temp  
Easement

PRIVATE  
ROAD  
NO  
THRU  
TRAFFIC

Entry pillars and  
sign to be removed  
as part project they  
were purchased  
from owners

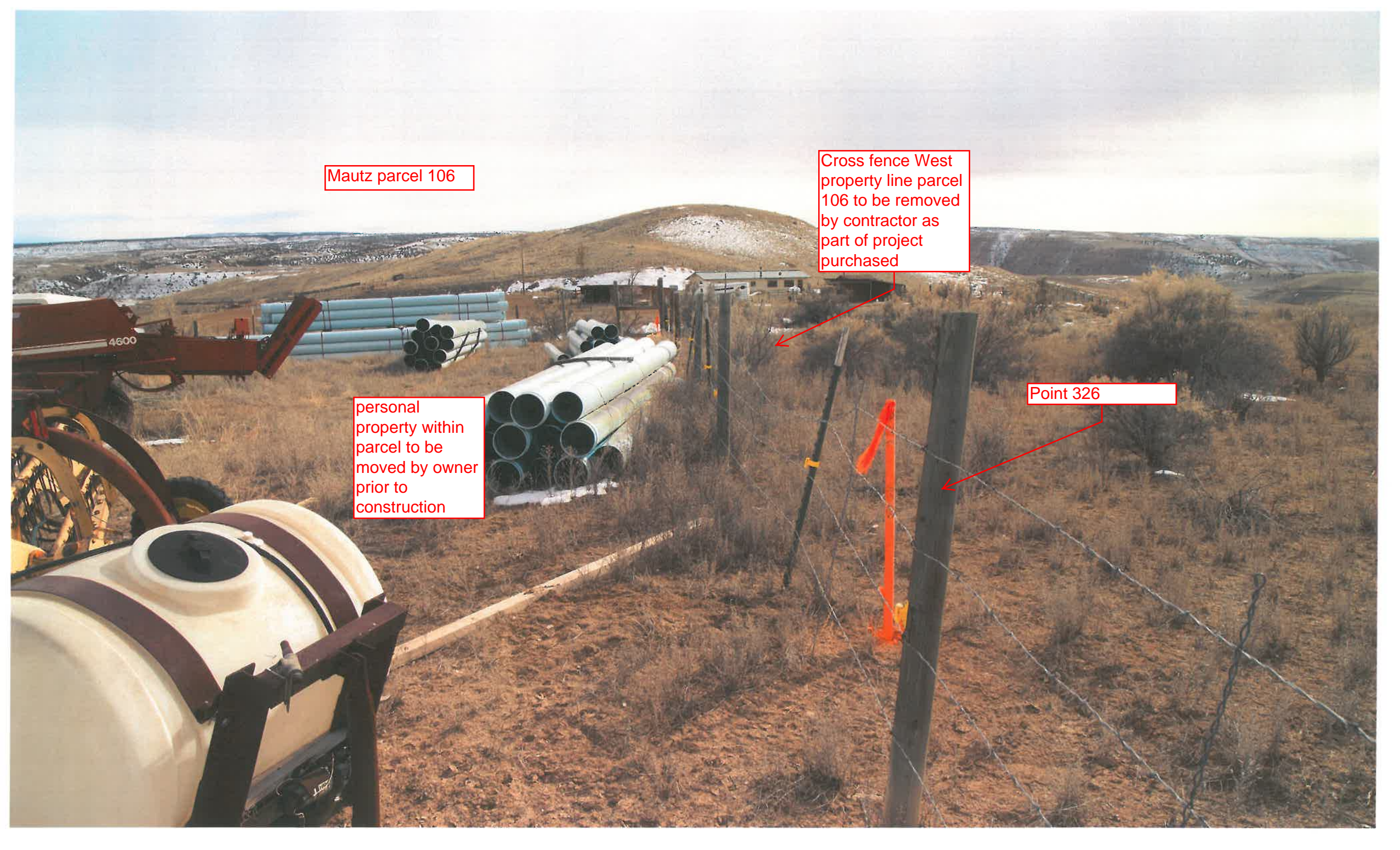
08.27.2012 10:25

Mautz parcel 106

Cross fence West  
property line parcel  
106 to be removed  
by contractor as  
part of project  
purchased

personal  
property within  
parcel to be  
moved by owner  
prior to  
construction

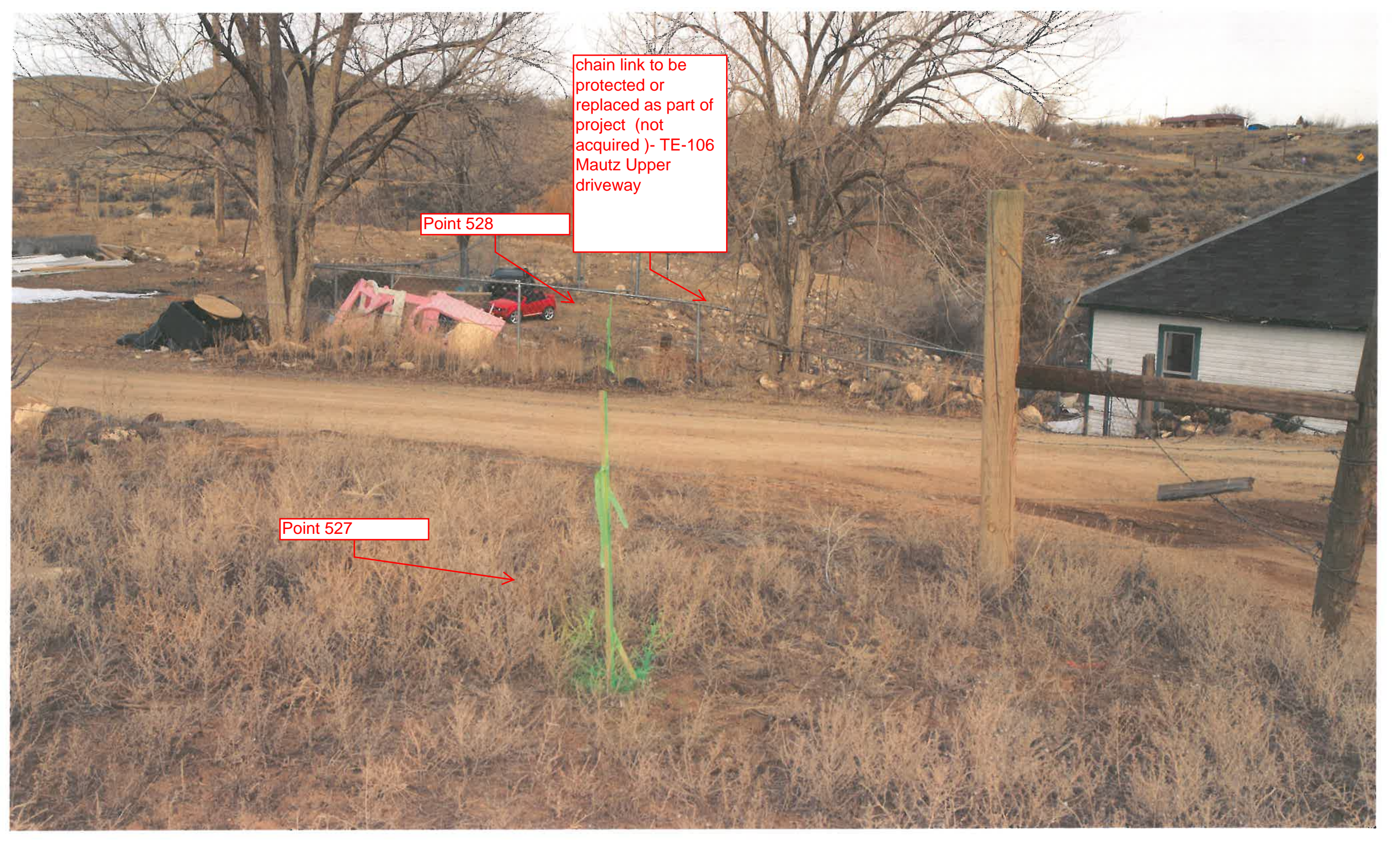
Point 326



chain link to be protected or replaced as part of project (not acquired) - TE-106 Mautz Upper driveway

Point 528

Point 527





Gate into upper driveway in TE-106 protected or replaced by the project (not acquired)

Pt 527

Mautz TE-106



Parcel 106 Mautz  
Personal property  
to be moved by  
owner prior to  
construction of  
project



08.27.2012 10:21



Hydrant purchased  
within parcel 106  
Mautz

02 28 2013 16:21



**Mautz**

Fencing in parcel 106 to be removed by contractor purchased.

**Point 2060**

Gate, fence and Pinyon acquired contractor to remove as part of project

Point on line boundary of acquisition area from points 329 and 330 however photo taken looking south

Parcel 106 (3)  
pinon pine trees to  
be removed by  
project purchased

Parcel 106 West  
driveway gate post  
and gate to be  
removed by project  
purchased as part  
of acquisition

03.26.2013 13:50

MAUTTZ 106 -

Entrance Gate and H and fence and 3 pinyons in parcel 106 to be removed by contractor (purchased part of acquisition)

Point 2024

Point 2060 Looking North

Offset point of 529 (Temp ease) actual point is in driveway see photo 11

cross fence within parcel 106 to be removed by contractor purchased



Protect elm trees,  
rail fence, chain  
link fence and gate.

Remove 100' of  
barbwire fence from  
parcel 106- on south  
to Right of way line

Beard Mautz  
TE-106

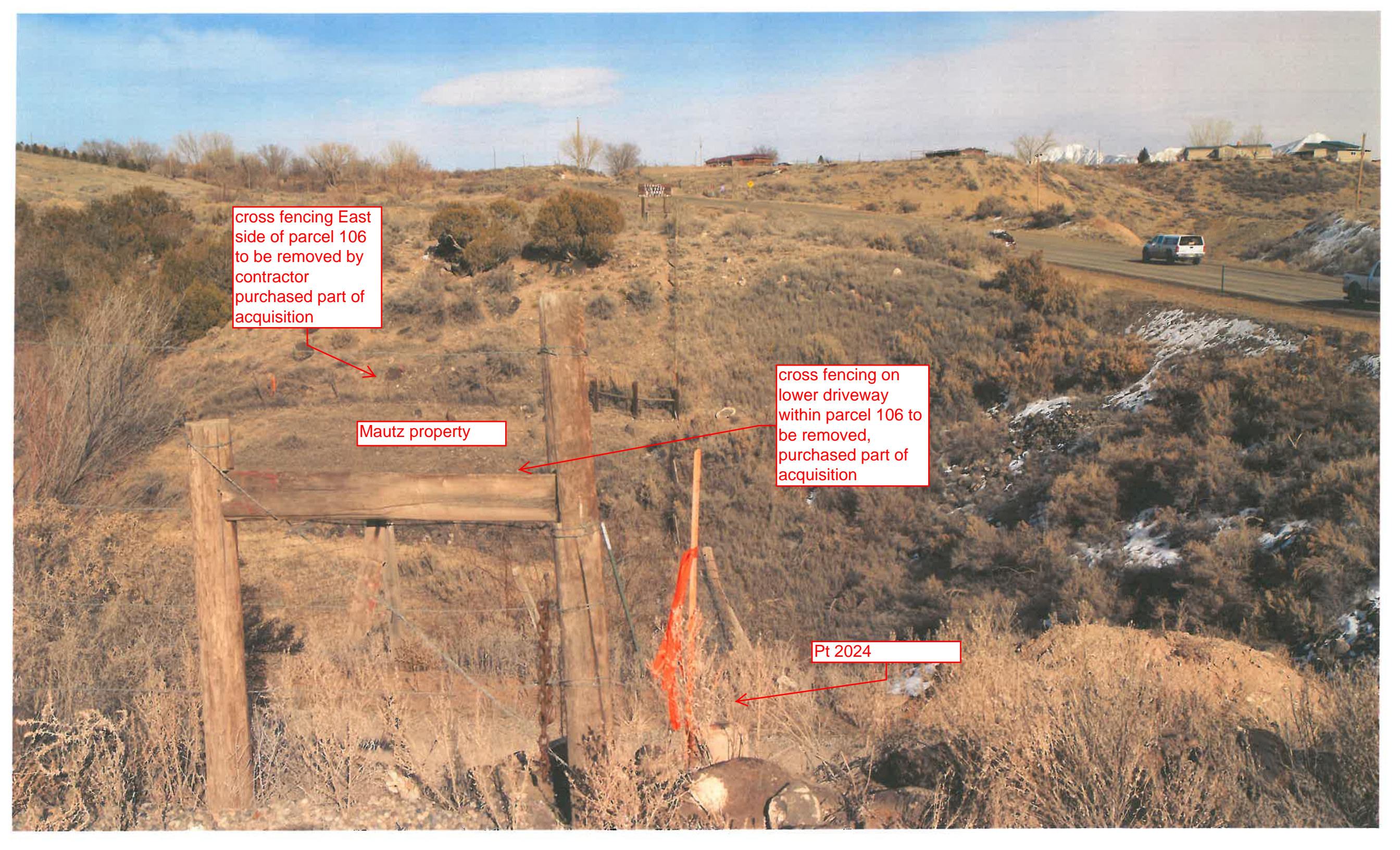
03.26.2013 13:41

cross fencing East side of parcel 106 to be removed by contractor purchased part of acquisition

Mautz property

cross fencing on lower driveway within parcel 106 to be removed, purchased part of acquisition

Pt 2024





Parcel 106 Mautz

Point on line  
between points 326  
and 329

Cross fence within  
parcel 106 to be  
purchased, contractor  
to remove as part of the  
project.

Owner to remove the  
personal property



Protect large pinon, Protect or replace metal gate, gatepost and H brace at gate. Remove fencing to angle point to south.

Protect elm trees, chain link fence and rail fence

Remove small pinon pine purchase part of project

Remove H brace angle point and fence on both sides to H brace on north and fee take on south

Building materials lying in TE. Siding, trusses. Personal property, owner to remove prior to construction

Beard Mautz  
TE-106

03.26.2013 13:39

Parcel 108  
Hostetler gate to  
be protected

08.27.2012 09:59

Parcel TE-109  
Holder entrance  
gate to be reset or  
replaced.

Apricot tree has  
been compensated  
for project to  
remove

Deer fence to be  
replaced in kind.

08.27.2012 09:27

Box & ditch in TE,  
protect or replace

TE-109 Holder

East corner post of  
entrance gate  
project to re-set  
gate

04.26.2013 13:02



Holder parcel

Hydrant and curb  
within TE-109  
acquired to be  
removed by project

Parcel TE-109  
Holder concrete  
curb and flagstone  
to be removed by  
project / acquired  
along with rose  
bushes

09.14.2012 09:41

Deer fence parcel 109 to be replaced in-kind at new ROW line. Current materials may be recovered by landowner prior to construction

Parcel 109 Holder

Pt 543 Cu 700



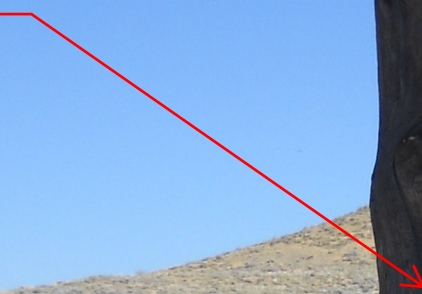




Parcel 107 Stengel gate post to be removed by project acquired as part of acquisition

09:14:2012 09:28

Parcel 107 Stengel  
gate and gate post  
to be removed by  
project. Acquired



09:14:2012 09:28



STENDEL  
GUN SHOP  
& RANGE  
← NEXT LEFT →

Parcel 107 Stengel  
sign to be removed  
by project. aquired

08.27.2012 10:09

Parcel 110 Stengel  
sign to be removed  
by project -  
acquired

STENDEL  
GUN SHOP  
& RANGE  
NEXT RIGHT →

08.27.2012 09:36