

Exhibit 9-B

Schedule of Unique Acquisition Terms and Conditions

The Unique Terms and Conditions listed in Exhibit 9-B include, but are not limited to those elements as required by the Agreements between the Property Owners and CDOT. Landowner Agreements are included in Book 4.

Updated: 9/11/2026

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions
RW-1 TE-1 TE-1A	Willard Franklin Elmore, Jr	Memorandum of Agreement (MOA) dated 12/10/25, a copy of which is located in Book 4, Contract Documents. The MOA defines improvements to be removed as “Wire fencing 90 LP (+EP), 2 trees, trees and shrubs/per Love”. All of such improvements are located within RW-1, except for one large three that is located in Parcel TE-1A. A document entitled <i>MOA Elmore #1 detail tree removal on MullerMap</i>, a copy of which is located in Book 4, is an aerial photograph with additional guidance on some of the improvements to be removed. Paragraph 2 under <i>Other conditions</i> states as follows: The Land and Temporary Easement(s) described on the attached Exhibit(s) A are for fence installation, driveway construction, detour construction, and construction of associated highway improvements which is the temporary easement, highway expansion and associated highway improvements which is for fee ROW. Further, it is understood and agreed between the parties that: The Temporary Easement(s) shall commence seven (7) calendar days after the Grantee, or the Grantee through its contractor, delivers written notice to the Grantor (“Commencement Date”) and will terminate 3 years from the Commencement Date (“Initial Term”). If the Project is not completed within the Initial Term, Grantee, or the Grantee through its contractor, may give notice to Grantor thirty (30) calendar days prior to the expiration of the Initial Term that it is exercising the optional 4th and/or 5th year term(s) of the Temporary Easement. A new Memorandum of Agreement shall be executed upon each Temporary Easement Extension and additional payments will be rendered upon extension. Temporary Easement Extensions will include incentive payments calculated on the total FMV of all acquisitions. The just compensation to be paid to the landowner for exercising the option for the 4th and 5th year is defined in the MOA as follows: Temporary Easement (shown in attached exhibits) TE-1 (optional 4th year term - 15% increase from FMV of year 1 + incentive): 3,605 Sq.Ft TE= \$1,088 + 272=\$1,360 Temporary Easement (shown in attached exhibits) TE-1 (optional 5th year term - 18% increase from FMV of year 1 + incentive): 3,605,Sq.Ft TE= \$1,117 + \$279=\$1,396 Temporary Easement (shown in attached exhibits) TE-1A (optional 4th year term - 15% increase from FMV of year 1 + incentive): 1,693 Sq.Ft TE= \$649+ \$162=\$811 Temporary Easement (shown in attached exhibits) TE-1A (optional 5th year term - 18% increase from FMV of year 1 + incentive): 1,693 ,Sq.Ft TE= \$666+ \$166=\$832 Note that the contractor is responsible for providing the required seven (7) calendar day notice to the Grantor (landowner) prior to the initial entry onto Parcel Nos. TE-1 and TE-1A. If the contractor needs an optional 4th and/or 5th year for Parcel No. TE-1 and/or TE-1A, the contractor is required to provide the required thirty (30) day notice(s) to the Grantor (landowner) of its intent to exercise such options, and the contractor is required to negotiate and obtain execution of the required new Memorandum of Agreement(s) with the Grantor (landowner) for such options and to pay the Grantor (landowner) the above stated just compensation for such option(s). Prior coordination with and approval by CDOT is required for the exercise of any option for additional time for Parcel No. TE- 1 and/or TE-1A. Paragraph 2 under <i>Other conditions</i> also states the following: At its sole cost and expense, GRANTEE shall repair and restore the Temporary Easement areas (“Affected Areas”) and return said Affected Area(s) to a condition reasonably similar to or better than that which existed prior to GRANTEE’s entry, excepting the repair or restoration of Improvements paid to GRANTOR by GRANTEE and included in the Net Total above. The contractor is responsible for compliance for this provision. Note that just compensation for the tree located in Parcel No. TE-1A is included in the agreed upon just compensation total in the MOA. As a result, the contractor can remove such tree, if such removal is required. Paragraph 3 under the <i>Other conditions</i> states the following: The Temporary Easement Area is to remain free of parked cars during contractor construction operations.

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions
RW-3 TE-3	Kay L. Thrash and Gary A. Thrash	Memorandum of Agreement (MOA) dated 12/20/25, a copy of which is located in Book 4, Contract Documents. The MOA defines improvements to be removed as “190 LF fencing, 25 trees, 30 LF irrigation pipe”. All of such improvements are located within RW-3. There are two <i>Other Conditions</i> provisions in this MOA: The first states as follows: ROW fence to meet CDOT standard M-607-1 with a type appropriate for cattle (this includes connections to cross fence). Temporary fencing to be provided by CDOT or CDOT through its contractor during construction for cattle. Landowner to keep trees after removal. Call Gary at 970-749-7378 to coordinate. Note the contractor is responsible compliance with this provision. Paragraph 2 under the second <i>Other conditions</i> states as follows: The Land, Permanent Easements, and Temporary Easement(s) described on the attached Exhibit(s) A is for a Temporary Easement is required for fence installation, driveway construction and construction of associated highway improvements. Fee ROW required for highway expansion and associated highway improvements. Further, it is understood and agreed between the parties that: The Temporary Easement(s) shall commence seven (7) calendar days after the Grantee, or the Grantee through its contractor, delivers written notice to the Grantor (“Commencement Date”) and will terminate 3 years from the Commencement Date (“Initial Term”). If the Project is not completed within the Initial Term, Grantee, or the Grantee through its contractor, may give notice to Grantor thirty (30) calendar days prior to the expiration of the Initial Term that it is exercising the optional 4th and/or 5th year term(s) of the Temporary Easement. A new Memorandum of Agreement shall be executed upon each Temporary Easement Extension and additional payments will be rendered upon extension. Temporary Easement Extensions will include incentive payments calculated on the total FMV of all acquisitions. The just compensation to be paid to the landowner for exercising the option for the 4th and 5th year is defined in the MOA as follows: Temporary Easement (shown in attached exhibits) TE-3 (optional 4th year term - 15% increase from FMV of year 1 + incentive): 0.184 acres; \$1,663 (TE) + \$416 (incentive) = \$2,079 Temporary Easement (shown in attached exhibits) TE-3 (optional 5th year term - 18% increase from FMV of year 1 + incentive): 0.184 acres; \$1,706 (TE) + \$426 incentive = \$2,132 Note that the contractor is responsible for providing the required seven (7) calendar day notice to the Grantor (landowner) prior to the initial entry onto Parcel No. TE-3. If the contractor needs an optional 4th and/or 5th year for Parcel No. TE-3, the contractor is required to provide the required thirty (30) day notice(s) to the Grantor (landowner) of its intent to exercise such options, and the contractor is required to negotiate and obtain execution of the required new Memorandum of Agreement(s) with the Grantor (landowner) for such options and to pay the Grantor (landowner) the above stated just compensation for such option(s). Prior coordination with and approval by CDOT is required for the exercise of any option for additional time for Parcel No. TE- 3. Paragraph 2b. under the second <i>Other conditions</i> states the following: At its sole cost and expense, GRANTEE shall repair and restore the Temporary Easement areas (“Affected Areas”) and return said Affected Area(s) to a condition reasonably similar to or better than that which existed prior to GRANTEE’s entry, excepting the repair or restoration of Improvements paid to GRANTOR by GRANTEE and included in the Net Total above. The contractor is responsible for compliance for this provision. Note that no payments have been made to the Grantor for any improvements located in Parcel No. TE-3. As a result, if any improvements in Parcel No. TE-3 are damaged or removed by the contractor, the contractor will need to replace or repair such items. Paragraph 3 under the second <i>Other conditions</i> states the following: The Temporary Easement Area is to remain free of parked cars during contractor construction operations.

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions
RW-4 TE-4	Jason Trujillo and Crystal Trujillo	Memorandum of Agreement (MOA) dated 1/13/26, a copy of which is located in Book 4, Contract Documents. The MOA defines improvements to be removed as “28 LF of fencing”. All of such improvements are located within RW-4. Paragraph 2 under <i>Other conditions</i> states as follows: The Land, Permanent Easements, and Temporary Easement(s) described on the attached Exhibit(s) A is for a Temporary Easement is required for fence installation, replacement of irrigation facilities, highway expansion and construction of associated highway improvements. Further, it is understood and agreed between the parties that: The Temporary Easement(s) shall commence seven (7) calendar days after the Grantee, or the Grantee through its contractor, delivers written notice to the Grantor (“Commencement Date”) and will terminate 3 years from the Commencement Date (“Initial Term”). If the Project is not completed within the Initial Term, Grantee, or the Grantee through its contractor, may give notice to Grantor thirty (30) calendar days prior to the expiration of the Initial Term that it is exercising the optional 4th and/or 5th year term(s) of the Temporary Easement. A new Memorandum of Agreement shall be executed upon each Temporary Easement Extension and additional payments will be rendered upon extension. Temporary Easement Extensions will include incentive payments calculated on the total FMV of all acquisitions. The just compensation to be paid to the landowner for exercising the option for the 4th and 5th year is defined in the MOA as follows: Temporary Easement (shown in attached exhibits) TE-4 (optional 4th year term - 15% increase from FMV of year 1 + incentive): 0.29 acres (12,610 sq. ft.); \$1.70/SF (x 15% + *) = \$4,623 Temporary Easement (shown in attached exhibits) TE-4 (optional 5th year term - 18% increase from FMV of year 1 + incentive): 0.29 acres (12,610 sq. ft.); \$1.70/SF (x 15% + *) = \$4,743 Note that the contractor is responsible for providing the required seven (7) calendar day notice to the Grantor (landowner) prior to the initial entry onto Parcel No. TE-4. If the contractor needs an optional 4th and/or 5th year for Parcel No. TE-4, the contractor is required to provide the required thirty (30) day notice(s) to the Grantor (landowner) of its intent to exercise such options, and the contractor is required to negotiate and obtain execution of the required new Memorandum of Agreement(s) with the Grantor (landowner) for such options and to pay the Grantor (landowner) the above stated just compensation for such option(s). Prior coordination with and approval by CDOT is required for the exercise of any option for additional time for Parcel No. TE- 4. Paragraph 2b. under <i>Other conditions</i> states the following: At its sole cost and expense, GRANTEE shall repair and restore the Temporary Easement areas (“Affected Areas”) and return said Affected Area(s) to a condition reasonably similar to or better than that which existed prior to GRANTEE’s entry, excepting the repair or restoration of Improvements paid to GRANTOR by GRANTEE and included in the Net Total above. The contractor is responsible for compliance for this provision. Note that no payments have been made to the Grantor for any improvements located in Parcel No. TE-4. As a result, if any improvements in Parcel No. TE-4 are damaged or removed by the contractor, the contractor will need to replace or repair such items. Paragraph 3 under <i>Other conditions</i> states the following: The Temporary Easement Area is to remain free of parked cars during contractor construction operations. Paragraph 4 under <i>Other conditions</i> states the following: Certain private irrigation facilities owned by the Grantor are located on Parcel No. RW-4 and will be removed and relocated by Grantee’s project, hereinafter referred to as “Removal Irrigation Facilities”. Grantee’s design-build contractor (Grantee’s Contractor) will design, and construct modified replacement irrigation facilities to be located on Parcel No. TE-4 that will replace the Removed Irrigation Facilities (hereinafter referred to as “Replacement Irrigation Facilities”). The Removal Irrigation Facilities and Replacement Irrigation Facilities are generally illustrated in a plan sheet, that includes additional information, attached hereto as Exhibit “B”. The Replacement Irrigation Facilities will be designed and constructed to replace the historic quantity and quality of historic irrigation flows. Grantor hereby grants Grantee and Grantee’s Contractor a right of entry onto Grantor’s property outside of Parcel No. TE-4 for Construction of the Replacement Irrigation Facilities, if needed. If Grantee’s Contractor enters Grantor’s property outside of Parcel No. TE-4 for such construction purpose, Grantee’s Contractor will, at Grantee’s sole cost and expense, reconstruct the portion of Grantor’s property occupied to a condition reasonably similar to that which existed prior to Grantee’s Contractor’s entry.

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions				
		Grantor agrees to reasonably cooperate and work collaboratively with Grantee’s Contractor on coordination of the design and construction of the Replacement Irrigation Facilities. Grantee’s Contractor may request additional information and/or documentation about the Removal Irrigation Facilities to inform the design and construction of the Replacement Irrigation Facilities. To the extent possible, Grantee has captured certain design criteria for the Replacement Irrigation Facilities to be constructed (e.g. flow dates, flow quantities (if made available by Grantor), minimum pipe size and material type, size of ditch, conceptual alignment and diversions, as applicable). Grantee’s Contractor will provide to Grantor the design of Replacement Irrigation Facility prior to starting construction of the Replacement Irrigation Facility. If Grantor has any material issues with the Replacement Irrigation Facilities as they are being designed, constructed, tested, or in operation prior to completion of the Replacement Irrigation Facilities, Grantor should discuss such issues with Grantee’s Contractor. Work on Grantor’s Replacement Irrigation Facilities shall not impair or impact the conveyance of irrigation water during irrigation season, April 1 through October 31st of each year, unless written approval is given by Grantor. Grantee’s Contractor shall be responsible for maintaining irrigation flows through the Removal Irrigation Facilities during construction of Grantee’s project until flows from the Removal Irrigation Facilities are changed to the Replacement Irrigation Facilities. Grantee’s Contractor may, however, be required to temporarily modify the existing irrigation conveyance based upon construction phasing. Grantee’s Contractor shall schedule a final walk through with Grantor upon completion of the Replacement Irrigation Facilities work. Notice of the final walk through shall be provided by Grantee’s Contractor in accordance with the notice provisions outlined below. After Grantor’s concerns from the final walk through have been addressed by Grantee’s Contractor, Grantor shall provide Grantee’s Contractor with written final acceptance of the Replacement Irrigation Facility (Final Acceptance) which shall not be unreasonably withheld by Grantor. A draft version of the Final Acceptance document is attached hereto as Exhibit “C”. After Grantor has signed the Final Acceptance, Grantor will own all the Replacement Irrigation Facilities located on Grantor’s property and be fully responsible for all maintenance, repair, upkeep and replacement of such Replacement Irrigation Facilities. Grantee and Grantee’s Contractor shall then be fully released from any and all liability for such maintenance, repair, upkeep and replacement of such Replacement Irrigation Facilities. When Grantee provides Grantee’s Contractor with a notice to proceed for construction of Grantee’s project (NTP), Grantee shall notify Grantor within 90 days that such NTP has been issued and provide the contact information of Grantee’s Contractor with whom to coordinate the irrigation design and construction. All communications, notices and correspondence regarding the design and construction of the Replacement Irrigation Facilities shall be exchanged between Grantor, Grantee, and Grantee’s Contractor by email or certified mail or handed in-person. Either party may from time to time designate in writing a new or substitute contact, if needed. The following contacts for the Grantee and Grantor are as follows: <table><tr><td>For the Grantee:</td><td>For the Grantor:</td></tr><tr><td>Brian Spain CDOT Region 5 Right of Way Manager 3803 N. Main Ave., Suite 300 Durango, CO 81301 Phone: 970.385.1434 email: brian.spain@state.co.us</td><td>Jason Trujillo 48 Mesa Heights Drive 3421 E. McDowell Rd. Durango, CO 81303 Phone: 970-749-4197</td></tr></table> The provisions of the Memorandum of Agreement applicable to the Replacement Irrigation Facilities will survive the closing of Parcel Nos. RW-4 and TE-4 and be binding upon and inure to the benefit of the Grantor, Grantee, Grantee’s Contractor and their respective heirs, personal representatives, successors, and assigns. Furthermore, the covenants, conditions and restrictions contained herein applicable to the Replacement Irrigation Facilities, shall run with the land and shall survive any transfer of title of interest in the property owned by Grantor.	For the Grantee:	For the Grantor:	Brian Spain CDOT Region 5 Right of Way Manager 3803 N. Main Ave., Suite 300 Durango, CO 81301 Phone: 970.385.1434 email: brian.spain@state.co.us	Jason Trujillo 48 Mesa Heights Drive 3421 E. McDowell Rd. Durango, CO 81303 Phone: 970-749-4197
For the Grantee:	For the Grantor:					
Brian Spain CDOT Region 5 Right of Way Manager 3803 N. Main Ave., Suite 300 Durango, CO 81301 Phone: 970.385.1434 email: brian.spain@state.co.us	Jason Trujillo 48 Mesa Heights Drive 3421 E. McDowell Rd. Durango, CO 81303 Phone: 970-749-4197					
RW-5 TE-5	SKTM Properties, LLC	Memorandum of Agreement (MOA) dated 4/29/26, a copy of which is located in Book 4, Contract Documents. The MOA defines improvements to be removed as “212 LF cross fencing and 1 tree”. Paragraph 2 under <i>Other conditions</i> states as follows:				

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions
		The Land and Temporary Easement described on the attached Exhibit A is for a Temporary Easement is required for fence installation, driveway construction, irrigation replacement construction, CR 229 improvements and construction of associated highway improvements. Fee ROW is required for highway expansion and associated improvements. The Fee ROW is required for highway expansion and associated improvements. Further, it is understood and agreed between the parties that: a. The Temporary Easement(s) shall commence seven (7) calendar days after the Grantee, or the Grantee through its contractor, delivers written notice to the Grantor (“Commencement Date”) and will terminate 3 years from the Commencement Date (“Initial Term”). If the Project is not completed within the Initial Term, Grantee, or the Grantee through its contractor, may give notice to Grantor thirty (30) calendar days prior to the expiration of the Initial Term that it is exercising the optional 4th and/or 5th year term(s) of the Temporary Easement. A new Memorandum of Agreement shall be executed upon each Temporary Easement Extension and additional payments will be rendered upon extension. Temporary Easement Extensions will include incentive payments calculated on the total FMV of all acquisitions. b. At its sole cost and expense, GRANTEE shall repair and restore the Temporary Easement areas (“Affected Areas”) and return said Affected Area(s) to a condition reasonably similar to or better than that which existed prior to GRANTEE’s entry, excepting the repair or restoration of Improvements paid to GRANTOR by GRANTEE and included in the Net Total above. The just compensation to be paid to the landowner for exercising the option for the 4th and 5th year is defined in the MOA as follows: Temporary Easement (shown in attached exhibits) TE-5 (optional 4th year term - 15% increase from FMV of year 1 + incentive): 0.700 acres \$12,000/ac. X 15%/year \$1,956 Temporary Easement (shown in attached exhibits) TE-5 (optional 5th year term - 18% increase from FMV of year 1 + incentive): 0.700 acres \$12,000/ac. X 15%/year \$2,007 Note that the contractor is responsible for providing the required seven (7) calendar day notice to the Grantor (landowner) prior to the initial entry onto Parcel No. TE-5. If the contractor needs an optional 4th and/or 5th year for Parcel No. TE-5, the contractor is required to provide the required thirty (30) day notice to the Grantor (landowner) of its intent to exercise such options, and the contractor is required to negotiate and obtain execution of the required new Memorandum of Agreement(s) with the Grantor (landowner) for such options and to pay the Grantor (landowner) the above stated just compensation for such option(s). Prior coordination with and approval by CDOT is required for the exercise of any option for additional time for Parcel No. TE-5. Paragraph 3 under the second <i>Other conditions</i> states the following: The Temporary Easement Area is to remain free of parked cars during contractor construction operations. Paragraph 4 under the second <i>Other conditions</i> states the following: Grantor acknowledges that a portion of Property adjacent to the acquisition area will be required for a replacement utility easement in connection with the Project. Specifically, the gathering lines owned and operated by Enduring Resources will require relocation for the completion of the project work. This work will occur concurrent with construction. Grantor agrees to convey the required 0.935 acre replacement utility easement (UE-5) at a price per acre consistent with the per -acre value agreed to in this Agreement (\$35,000/acre x 90% of fee). The parties acknowledge that the cost of such acquisition will be paid for by Enduring Resources and reimbursed by CDOT as part of the project This provision is limited solely to UE-5 associated with the Project and does not obligate Grantor to convey any additional property beyond that area. Paragraph 5 under the second <i>Other conditions</i> states the following: Certain private irrigation facilities owned by the Grantor are located on Parcel No. RW-5 and will be removed and relocated by Grantee’s project, hereinafter referred to as “Removal Irrigation Facilities”. Grantee’s design-build contractor (Grantee’s Contractor) will design, and construct modified replacement irrigation facilities to be located on Parcel No. TE-5 that will replace the Removed Irrigation Facilities (hereinafter referred to as “Replacement Irrigation Facilities”). The Removal Irrigation Facilities and Replacement Irrigation Facilities are generally illustrated in a plan sheet, that includes additional information, attached hereto as Exhibit “B”. The Replacement Irrigation Facilities will be designed and constructed to replace the historic quantity and quality of historic irrigation flows. Grantor hereby grants Grantee and Grantee’s Contractor a right of entry onto Grantor’s property outside of Parcel No. TE-5 for Construction of the Replacement Irrigation Facilities, if needed. If Grantee’s Contractor enters Grantor’s property outside of Parcel No. TE-5 for such construction purpose, Grantee’s Contractor will, at Grantee’s sole cost and expense, reconstruct the portion of Grantor’s property occupied to a condition reasonably similar to that which existed prior to Grantee’s Contractor’s entry.

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions		
		Grantor agrees to reasonably cooperate and work collaboratively with Grantee’s Contractor on coordination of the design and construction of the Replacement Irrigation Facilities. Grantee’s Contractor may request additional information and/or documentation about the Removal Irrigation Facilities to inform the design and construction of the Replacement Irrigation Facilities. To the extent possible, Grantee has captured certain design criteria for the Replacement Irrigation Facilities to be constructed (e.g. flow dates, flow quantities (if made available by Grantor), minimum pipe size and material type, size of ditch, conceptual alignment and diversions, as applicable). Grantee’s Contractor will provide to Grantor the design of Replacement Irrigation Facility prior to starting construction of the Replacement Irrigation Facility. If Grantor has any material issues with the Replacement Irrigation Facilities as they are being designed, constructed, tested, or in operation prior to completion of the Replacement Irrigation Facilities, Grantor should discuss such issues with Grantee’s Contractor. Work on Grantor’s Replacement Irrigation Facilities shall not impair or impact the conveyance of irrigation water during irrigation season, April 1 through October 31st of each year, unless written approval is given by Grantor. Grantee’s Contractor shall be responsible for maintaining irrigation flows through the Removal Irrigation Facilities during construction of Grantee’s project until flows from the Removal Irrigation Facilities are changed to the Replacement Irrigation Facilities. Grantee’s Contractor may, however, be required to temporarily modify the existing irrigation conveyance based upon construction phasing. Grantee’s Contractor shall schedule a final walk through with Grantor upon completion of the Replacement Irrigation Facilities work. Notice of the final walk through shall be provided by Grantee’s Contractor in accordance with the notice provisions outlined below. After Grantor’s concerns from the final walk through have been addressed by Grantee’s Contractor, Grantor shall provide Grantee’s Contractor with written final acceptance of the Replacement Irrigation Facility (Final Acceptance) which shall not be unreasonably withheld by Grantor. A draft version of the Final Acceptance document is attached hereto as Exhibit “C”. After Grantor has signed the Final Acceptance, Grantor will own all the Replacement Irrigation Facilities located on Grantor’s property and be fully responsible for all maintenance, repair, upkeep and replacement of such Replacement Irrigation Facilities. Grantee and Grantee’s Contractor shall then be fully released from any and all liability for such maintenance, repair, upkeep and replacement of such Replacement Irrigation Facilities. When Grantee provides Grantee’s Contractor with a notice to proceed for construction of Grantee’s project (NTP), Grantee shall notify Grantor within 90 days that such NTP has been issued and provide the contact information of Grantee’s Contractor with whom to coordinate the irrigation design and construction. All communications, notices and correspondence regarding the design and construction of the Replacement Irrigation Facilities shall be exchanged between Grantor, Grantee, and Grantee’s Contractor by email or certified mail or handed in-person. Either party may from time to time designate in writing a new or substitute contact, if needed. The following contacts for the Grantee and Grantor are as follows: <table><tr><td>For the Grantee: Brian Spain CDOT Region 5 Right of Way Manager 3803 N. Main Ave., Suite 300 Durango, CO 81301 Phone: 970.385.1434 Email: brian.spain@state.co.us</td><td>For the Grantor: SKTM Properties, LLC an Arizona Limited Liability Company Attn: Steve Adams 3421 E McDowell Rd. Mesa, Arizona, 85213 Phone: 602-770-7647 Email: stevepadams@gmail.com</td></tr></table> The provisions of the Memorandum of Agreement applicable to the Replacement Irrigation Facilities will survive the closing of Parcel Nos. RW-5 and TE-5 and be binding upon and inure to the benefit of the Grantor, Grantee, Grantee’s Contractor and their respective heirs, personal representatives, successors, and assigns. Furthermore, the covenants, conditions and restrictions contained herein applicable to the Replacement Irrigation Facilities, shall run with the land and shall survive any transfer of title of interest in the property owned by Grantor.	For the Grantee: Brian Spain CDOT Region 5 Right of Way Manager 3803 N. Main Ave., Suite 300 Durango, CO 81301 Phone: 970.385.1434 Email: brian.spain@state.co.us	For the Grantor: SKTM Properties, LLC an Arizona Limited Liability Company Attn: Steve Adams 3421 E McDowell Rd. Mesa, Arizona, 85213 Phone: 602-770-7647 Email: stevepadams@gmail.com
For the Grantee: Brian Spain CDOT Region 5 Right of Way Manager 3803 N. Main Ave., Suite 300 Durango, CO 81301 Phone: 970.385.1434 Email: brian.spain@state.co.us	For the Grantor: SKTM Properties, LLC an Arizona Limited Liability Company Attn: Steve Adams 3421 E McDowell Rd. Mesa, Arizona, 85213 Phone: 602-770-7647 Email: stevepadams@gmail.com			
TE-6	Mesa Heights Sub. HOA	Memorandum of Agreement (MOA) dated 1/13/26, a copy of which is located in Book 4, Contract Documents. The MOA defines improvements to be removed as “2 Subdivision Signs with Posts, electric; landscaping”. All of such improvements are located within TE-6. <i>Additional Considerations</i> states as follows: Mesa Heights Sub HOA has an interest in irrigation facilities running just west of the Florida Canal that cross through the parcel owned by Bandy Family Trust dated June 15, 2005 (as shown in Exhibit “B”). Mesa Heights Sub HOA shall coordinate with the Grantee and Bandy Family Trust on that portion of the relocated irrigation facilities overlying the Bandy Family Trust property (Lot 14 of Mesa Heights Subdivision) per the conditions relocated to replacement irrigation facilities below.		

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions
		Paragraph 2 under <i>Other conditions</i> states as follows: The term of Grantee’s use of the Temporary Easement shall be for a period of 3 years (“term). The term shall commence seven (7) calendar days after the Grantee, or the Grantee through its contractor, delivers written notice to the Grantor (“Commencement Date”) and will terminate 3 years from the Commencement Date (“Initial Term”). If the Project is not completed within the Initial Term, Grantee, or the Grantee through its contractor, may give notice to Grantor thirty (30) calendar days prior to the expiration of the Initial Term that it is exercising the optional 4th and/or 5th year term(s) of the Temporary Easement. A new Memorandum of Agreement shall be executed upon each Temporary Easement Extension and additional payments will be rendered upon extension.. The just compensation to be paid to the landowner for exercising the option for the 4th and 5th year is defined in the MOA as follows: Temporary Easement (shown in attached exhibits) TE-6 (optional 4th year term - 15% increase from FMV of year 1 + incentive): 0.164 acres; \$6,000/ac. (x 15% yr) = \$238 Temporary Easement (shown in attached exhibits) TE-6 (optional 5th year term - 18% increase from FMV of year 1 + incentive): 0.164 acres; \$6,000/ac. (x 15% yr) = \$244 Note that the contractor is responsible for providing the required seven (7) calendar day notice to the Grantor (landowner) prior to the initial entry onto Parcel No. TE-6. If the contractor needs an optional 4th and/or 5th year for Parcel No. TE-6, the contractor is required to provide the required thirty (30) day notice(s) to the Grantor (landowner) of its intent to exercise such options, and the contractor is required to negotiate and obtain execution of the required new Memorandum of Agreement(s) with the Grantor (landowner) for such options and to pay the Grantor (landowner) the above stated just compensation for such option(s). Prior coordination with and approval by CDOT is required for the exercise of any option for additional time for Parcel No. TE- 6. Paragraph 3 under <i>Other conditions</i> states the following: TE-6 is required for driveway construction, construction of replacement irrigation facilities, and construction of associated highway improvements. Grantee shall repair and restore disturbed areas to a condition reasonably approximate to or better than the condition that existed prior to Grantee’s entry for construction. Note that just compensation for the 2 Subdivision Signs with Posts, electric; landscaping is included in the agreed upon just compensation total in the MOA. As a result, the contractor can remove such items, if such removal is required. Paragraph 4 under <i>Other conditions</i> states the following: Certain private irrigation facilities owned by the Grantor are located in CDOT ROW, Parcel No. TE-6 and Parcel No. TE-7 and will be removed and relocated by Grantee’s project, hereinafter referred to as “Removal Irrigation Facilities”. Grantee’s design-build contractor (Grantee’s Contractor) will design, and construct modified replacement irrigation facilities to be located on Parcel No. TE-6 and TE-7 that will replace the Removed Irrigation Facilities (hereinafter referred to as “Replacement Irrigation Facilities”). The Removal Irrigation Facilities and Replacement Irrigation Facilities are generally illustrated in a plan sheet, that includes additional information, attached hereto as Exhibit “B”. The Replacement Irrigation Facilities will be designed and constructed to replace the historic quantity and quality of historic irrigation flows. Grantor hereby grants Grantee and Grantee’s Contractor a right of entry onto Grantor’s property outside of Parcel No. TE-6 for Construction of the Replacement Irrigation Facilities, if needed. If Grantee’s Contractor enters Grantor’s property outside of Parcel No. TE-6 for such construction purpose, Grantee’s Contractor will, at Grantee’s sole cost and expense, reconstruct the portion of Grantor’s property occupied to a condition reasonably similar to that which existed prior to Grantee’s Contractor’s entry. Grantor agrees to reasonably cooperate and work collaboratively with Grantee’s Contractor on coordination of the design and construction of the Replacement Irrigation Facilities in TE-6 and TE-7. Grantee’s Contractor may request additional information and/or documentation about the Removal Irrigation Facilities to inform the design and construction of the Replacement Irrigation Facilities. To the extent possible, Grantee has captured certain design criteria for the Replacement Irrigation Facilities to be constructed (e.g. flow dates, flow quantities (if made available by Grantor), minimum pipe size and material type, size of ditch, conceptual alignment and diversions, as applicable). Grantee’s Contractor will provide to Grantor the design of Replacement Irrigation Facility prior to starting construction of the Replacement Irrigation Facility. If Grantor has any material issues with the Replacement Irrigation Facilities as they are being designed, constructed, tested, or in operation prior to completion of the Replacement Irrigation Facilities, Grantor should discuss such issues with Grantee’s Contractor. Work on Grantor’s Replacement Irrigation Facilities shall not impair or impact the conveyance of irrigation water during irrigation season, April 1 through October 31st of each year, unless written approval is given by Grantor. Grantee’s Contractor shall be responsible for maintaining irrigation flows through the Removal Irrigation Facilities during construction of Grantee’s project until flows from the Removal Irrigation Facilities are changed to the Replacement Irrigation Facilities. Grantee’s Contractor may, however, be required to temporarily modify the existing irrigation conveyance based upon construction phasing.

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions		
		Grantee’s Contractor shall schedule a final walk through with Grantor upon completion of the Replacement Irrigation Facilities work on both TE-6 and TE-7. Notice of the final walk through shall be provided by Grantee’s Contractor in accordance with the notice provisions outlined below. After Grantor’s concerns from the final walk through have been addressed by Grantee’s Contractor, Grantor shall provide Grantee’s Contractor with written final acceptance of the Replacement Irrigation Facility (Final Acceptance) which shall not be unreasonably withheld by Grantor. A draft version of the Final Acceptance document is attached hereto as Exhibit “C”. After Grantor has signed the Final Acceptance, Grantor will own all the Replacement Irrigation Facilities located on Grantor’s property and be fully responsible for all maintenance, repair, upkeep and replacement of such Replacement Irrigation Facilities. Grantee and Grantee’s Contractor shall then be fully released from any and all liability for such maintenance, repair, upkeep and replacement of such Replacement Irrigation Facilities. After Grantor has signed the final acceptance for its facilities on TE-7, Grantor and Bandy Family Trust Dated June 15, 2005 will own all the Replacement Irrigation facilities located on the Bandy Family Trust Dated June 15, 2005 property (Lot 14) and will be fully responsible for all maintenance, repair, upkeep and replacement of such Replacement Irrigation Facilities. Grantee and Grantee’s Contractor shall then be fully released from any and all liability for such maintenance, repair, upkeep and replacement of such Replacement Irrigation Facilities. When Grantee provides Grantee’s Contractor with a notice to proceed for construction of Grantee’s project (NTP), Grantee shall notify Grantor within 90 days that such NTP has been issued and provide the contact information of Grantee’s Contractor with whom to coordinate the irrigation design and construction for Replacement Irrigation Facilities with TE-6 and TE-7. All communications, notices and correspondence regarding the design and construction of the Replacement Irrigation Facilities shall be exchanged between Grantor, Grantee, and Grantee’s Contractor by email or certified mail or handed in-person. Either party may from time to time designate in writing a new or substitute contact, if needed. The following contacts for the Grantee and Grantor are as follows: <table><tr><td>For the Grantee: Brian Spain CDOT Region 5 Right of Way Manager 3803 N. Main Ave., Suite 300 Durango, CO 81301 Phone: 970.385.1434 email: brian.spain@state.co.us</td><td>For the Grantor: Mesa Heights Subdivision Attn: Greg Munro 440 Mesa Heights Dr. Durango, CO 81301 Phone: 970-759-7118</td></tr></table> The provisions of the Memorandum of Agreement applicable to the Replacement Irrigation Facilities will survive the closing of Parcel Nos. TE-6 and TE-7 and be binding upon and inure to the benefit of the Grantor, Grantee, Grantee’s Contractor and their respective heirs, personal representatives, successors, and assigns. Furthermore, the covenants, conditions and restrictions contained herein applicable to the Replacement Irrigation Facilities, shall run with the land and shall survive any transfer of title of interest in the property owned by Grantor.	For the Grantee: Brian Spain CDOT Region 5 Right of Way Manager 3803 N. Main Ave., Suite 300 Durango, CO 81301 Phone: 970.385.1434 email: brian.spain@state.co.us	For the Grantor: Mesa Heights Subdivision Attn: Greg Munro 440 Mesa Heights Dr. Durango, CO 81301 Phone: 970-759-7118
For the Grantee: Brian Spain CDOT Region 5 Right of Way Manager 3803 N. Main Ave., Suite 300 Durango, CO 81301 Phone: 970.385.1434 email: brian.spain@state.co.us	For the Grantor: Mesa Heights Subdivision Attn: Greg Munro 440 Mesa Heights Dr. Durango, CO 81301 Phone: 970-759-7118			
TE-7	Bandy Family Trust Dated June 15, 2005	Memorandum of Agreement (MOA) dated 1/8/26, a copy of which is located in Book 4, Contract Documents. The MOA defines improvements to be removed as “76 LF of fence”. All of such improvements are located within TE-7. <i>Additional Considerations</i> states as follows: Replacement irrigation facilities on subject parcel convey water to multiple owners. The replacement irrigation facilities rto the west of the Florida Canal will convey water to Mesa Heights Subdivision while the irrigation ditch to he east of the Florida Canal will convey water to the Florida Acres Subdivision (as shown in Exhibit “B”). Grantee’s Contractor shall coordinate with respective impacted parties as detailed in the other conditions below. Paragraph 2 under <i>Other conditions</i> states as follows: The term of Grantee’s use of the Temporary Easement shall be for a period of 3 years (“term). The term shall commence seven (7) calendar days after the Grantee, or the Grantee through its contractor, delivers written notice to the Grantor (“Commencement Date”) and will terminate 3 years from the Commencement Date (“Initial Term”). If the Project is not completed within the Initial Term, Grantee, or the Grantee through its contractor, may give notice to Grantor thirty (30) calendar days prior to the expiration of the Initial Term that it is exercising the optional 4th and/or 5th year term(s) of the Temporary Easement. A new Memorandum of Agreement shall be executed upon each Temporary Easement Extension and additional payments will be rendered upon extension. The just compensation to be paid to the landowner for exercising the option for the 4th and 5th year is defined in the MOA as follows:		

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions
		Temporary Easement (shown in attached exhibits) TE-7 (optional 4th year term - 15% increase from FMV of year 1 + incentive): 0.193 acres; \$40,000/ac. (x 15% yr) = \$1,828 Temporary Easement (shown in attached exhibits) TE-7 (optional 5th year term - 18% increase from FMV of year 1 + incentive): 0.193 acres; \$40,000/ac. (x 15% yr) = \$1,844 Note that the contractor is responsible for providing the required seven (7) calendar day notice to the Grantor (landowner) prior to the initial entry onto Parcel No. TE-7. If the contractor needs an optional 4th and/or 5th year for Parcel No. TE-7, the contractor is required to provide the required thirty (30) day notice(s) to the Grantor (landowner) of its intent to exercise such options, and the contractor is required to negotiate and obtain execution of the required new Memorandum of Agreement(s) with the Grantor (landowner) for such options and to pay the Grantor (landowner) the above stated just compensation for such option(s). Prior coordination with and approval by CDOT is required for the exercise of any option for additional time for Parcel No. TE- 7. Paragraph 3 under <i>Other conditions</i> states the following: TE-6 “TE-7 [sic]” is required for driveway construction, construction of replacement irrigation facilities, and construction of associated highway improvements. Grantee shall repair and restore disturbed areas to a condition reasonably approximate to or better than the condition that existed prior to Grantee’s entry for construction. Note that just compensation for the 76 LF of fence is included in the agreed upon just compensation total in the MOA. As a result, the contractor can remove such item, if such removal is required. Paragraph 3 under <i>Other conditions</i> states the following: The Temporary Easement Area is to remain free of parked cars during contractor construction operations. Paragraph 4 under <i>Other conditions</i> states the following: Certain private irrigation facilities owned by the Grantor, Mesa Heights Subdivision, and Florida Acres Subdivision are located in CDOT ROW, Parcel No. TE-7 and will be removed and relocated by Grantee’s project, hereinafter referred to as “Removal Irrigation Facilities” (See Exhibit “B”). Grantee’s design-build contractor (Grantee’s Contractor) will design, and construct modified replacement irrigation facilities to be located on Parcel No. TE-7 that will replace the Removed Irrigation Facilities (hereinafter referred to as “Replacement Irrigation Facilities”). The Removal Irrigation Facilities and Replacement Irrigation Facilities are generally illustrated in a plan sheet, that includes additional information, attached hereto as Exhibit “B”. The Replacement Irrigation Facilities will be designed and constructed to replace the historic quantity and quality of historic irrigation flows. Grantor hereby grants Grantee and Grantee’s Contractor a right of entry onto Grantor’s property outside of Parcel No. TE-6 for Construction of the Replacement Irrigation Facilities, if needed. If Grantee’s Contractor enters Grantor’s property outside of Parcel No. TE-7 for such construction purpose, Grantee’s Contractor will, at Grantee’s sole cost and expense, reconstruct the portion of Grantor’s property occupied to a condition reasonably similar to that which existed prior to Grantee’s Contractor’s entry. Grantor agrees to reasonably cooperate and work collaboratively with Grantee’s Contractor, Mesa Heights Subdivision and Florida Acres Subdivision on coordination of the design and construction of the Replacement Irrigation Facilities. Grantee’s Contractor may request additional information and/or documentation about the Removal Irrigation Facilities to inform the design and construction of the Replacement Irrigation Facilities. To the extent possible, Grantee has captured certain design criteria for the Replacement Irrigation Facilities to be constructed (e.g. flow dates, flow quantities (if made available by Grantor), minimum pipe size and material type, size of ditch, conceptual alignment and diversions, as applicable). (A) Grantee’s Contractor will provide to Grantor and Mesa Heights Subdivision, the design of Replacement Irrigation Facility lying to the west of the Florida Canal prior to starting construction of the Replacement Irrigation Facility. If Grantor or Mesa Heights Subdivision have any material issues with the Replacement Irrigation Facilities as they are being designed, constructed, tested, or in operation prior to completion of the Replacement Irrigation Facilities, Grantor and Mesa Heights Subdivision should discuss such issues with Grantee’s Contractor. (B) Grantee’s Contractor will provide to Grantor and Florida Acres Subdivision, the design of Replacement Irrigation Facility lying to the east of the Florida Canal prior to starting construction of the Replacement Irrigation Facility. If Grantor or Florida Acres Subdivision have any material issues with the Replacement Irrigation Facilities as they are being designed, constructed, tested, or in operation prior to completion of the Replacement Irrigation Facilities, Grantor and Florida Acres Subdivision should discuss such issues with Grantee’s Contractor. Work on Grantor’s/Mesa Heights Subdivision Replacement Irrigation Facilities (lying west of the Florida Canal) shall not impair or impact the conveyance of irrigation water during irrigation season, April 1 through October 31st of each year, unless written approval is given by Grantor and Mesa Heights Subdivision. Work on Grantor’s/Florida Acres Subdivision Replacement Irrigation Facilities (lying east of the Florida Canal) shall not impair or impact the conveyance of irrigation water during irrigation season, April 1 through October 31st of each year, unless written approval is given by Grantor and Florida Acres Subdivision. Grantee’s Contractor shall be responsible for maintaining irrigation flows through the Removal Irrigation Facilities during construction of Grantee’s project until flows

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions				
		from the Removal Irrigation Facilities are changed to the Replacement Irrigation Facilities. Grantee’s Contractor may, however, be required to temporarily modify the existing irrigation conveyance based upon construction phasing. Grantee’s Contractor shall schedule a final walk through with Grantor and Mesa Heights Subdivision upon completion of the Replacement Irrigation Facilities lying to the west of the Florida Canal. Notice of the final walk through shall be provided by Grantee’s Contractor in accordance with the notice provisions outlined below. After Grantor and Mesa Heights Subdivision’s concerns from the final walk through have been addressed by Grantee’s Contractor, Grantor and Mesa Heights Subdivision shall provide Grantee’s Contractor with written final acceptance of the Replacement Irrigation Facility (Final Acceptance) which shall not be unreasonably withheld by Grantor or Mesa Heights Subdivision. A draft version of the Final Acceptance document is attached hereto as Exhibit “C”. Grantee’s Contractor shall schedule a final walk through with Grantor and Florida Acres Subdivision upon completion of the Replacement Irrigation Facilities lying to the east of the Florida Canal. Notice of the final walk through shall be provided by Grantee’s Contractor in accordance with the notice provisions outlined below. After Grantor and Florida Acres Subdivision’s concerns from the final walk through have been addressed by Grantee’s Contractor, Grantor and Florida Acres Subdivision shall provide Grantee’s Contractor with written final acceptance of the Replacement Irrigation Facility (Final Acceptance) which shall not be unreasonably withheld by Grantor or Florida Acres Subdivision. A draft version of the Final Acceptance document is attached hereto as Exhibit “C”. When Grantee provides Grantee’s Contractor with a notice to proceed for construction of Grantee’s project (NTP), Grantee shall notify Grantor, Mesa Heights Subdivision and Florida Acres Subdivision within 90 days that such NTP has been issued and provide the contact information of Grantee’s Contractor with whom to coordinate the irrigation design and construction. All communications, notices and correspondence regarding the design and construction of the Replacement Irrigation Facilities shall be exchanged between Grantor/Mesa Heights Subdivision/Florida Acres Subdivision, Grantee, and Grantee’s Contractor by email or certified mail or handed in-person. Either party may from time to time designate in writing a new or substitute contact, if needed. The following contacts for the Grantee and Grantor are as follows: <table><tr><td>For the Grantee: Brian Spain CDOT Region 5 Right of Way Manager 3803 N. Main Ave., Suite 300 Durango, CO 81301 Phone: 970.385.1434 email: brian.spain@state.co.us</td><td>For the Grantor: Bandy Family Trust Attn: Carolyn (Jeanne) Bandy 123 Mesa Heights Dr. Durango, CO 81303 Phone: 303-503-9228 email: beautifulglass@bresnana.net</td><td>For the Grantor: Mesa Heights SUB HOA Attn: Greg Munro 440 Mes Heights Dr. Durango, CO 81303 Phone: 970-759-7118 e-mail: gwmunro1@gmail.com</td><td>For the Grantor: Florida Acres Sub Attn: Dan Cornelius 193 Florida Acres Dr. Durango, CO 81303 Phone: 970-422-2322 e-mail: davacornelius@charter.net</td></tr></table> The provisions of the Memorandum of Agreement applicable to the Replacement Irrigation Facilities will survive the closing of Parcel Nos. TE-7 and be binding upon and inure to the benefit of the Grantor, Grantee, Grantee’s Contractor and their respective heirs, personal representatives, successors, and assigns. Furthermore, the covenants, conditions and restrictions contained herein applicable to the Replacement Irrigation Facilities, shall run with the land and shall survive any transfer of title of interest in the property owned by Grantor.	For the Grantee: Brian Spain CDOT Region 5 Right of Way Manager 3803 N. Main Ave., Suite 300 Durango, CO 81301 Phone: 970.385.1434 email: brian.spain@state.co.us	For the Grantor: Bandy Family Trust Attn: Carolyn (Jeanne) Bandy 123 Mesa Heights Dr. Durango, CO 81303 Phone: 303-503-9228 email: beautifulglass@bresnana.net	For the Grantor: Mesa Heights SUB HOA Attn: Greg Munro 440 Mes Heights Dr. Durango, CO 81303 Phone: 970-759-7118 e-mail: gwmunro1@gmail.com	For the Grantor: Florida Acres Sub Attn: Dan Cornelius 193 Florida Acres Dr. Durango, CO 81303 Phone: 970-422-2322 e-mail: davacornelius@charter.net
For the Grantee: Brian Spain CDOT Region 5 Right of Way Manager 3803 N. Main Ave., Suite 300 Durango, CO 81301 Phone: 970.385.1434 email: brian.spain@state.co.us	For the Grantor: Bandy Family Trust Attn: Carolyn (Jeanne) Bandy 123 Mesa Heights Dr. Durango, CO 81303 Phone: 303-503-9228 email: beautifulglass@bresnana.net	For the Grantor: Mesa Heights SUB HOA Attn: Greg Munro 440 Mes Heights Dr. Durango, CO 81303 Phone: 970-759-7118 e-mail: gwmunro1@gmail.com	For the Grantor: Florida Acres Sub Attn: Dan Cornelius 193 Florida Acres Dr. Durango, CO 81303 Phone: 970-422-2322 e-mail: davacornelius@charter.net			
RW-8 TE-8	Bernie L. Gurule	Memorandum of Agreement (MOA) dated 1/28/26, a copy of which is located in Book 4, Contract Documents. The MOA defines improvements to be removed as “40 LF wire fencing, 60 trees and a tenant-owned sign”. All of such improvements are located within RW-8. Paragraph 2 under <i>Other conditions</i> states as follows: The Temporary Easement(s) described on the attached Exhibit(s) A is required for fence installation, driveway construction, construction of relocated irrigation facilities, and construction of associated highway improvements. Fee ROW required for highway expansion and associated highway improvements. Further, it is understood and agreed between the parties that: The Temporary Easement(s) shall commence seven (7) calendar days after the Grantee, or the Grantee through its contractor, delivers written notice to the Grantor (“Commencement Date”) and will terminate 3 years from the Commencement Date (“Initial Term”). If the Project is not completed within the Initial Term, Grantee, or the Grantee through its contractor, may give notice to Grantor thirty (30) calendar days prior to the expiration of the Initial Term that it is exercising the optional 4th and/or 5th year term(s) of the Temporary Easement. A new Memorandum of Agreement shall be executed upon each Temporary Easement Extension and additional payments will be rendered upon extension. Temporary Easement Extensions will include incentive payments calculated on the total FMV of all acquisitions.				

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions
		The just compensation to be paid to the landowner for exercising the option for the 4th and 5th year is defined in the MOA as follows: Temporary Easement (shown in attached exhibits) TE-8 (optional 4th year term - 15% increase from FMV of year 1 + incentive): 0.199 acres (8,676 sq. ft.); \$2.10/SF (x 15%/year) = \$4,253 Temporary Easement (shown in attached exhibits) TE-8 (optional 5th year term - 18% increase from FMV of year 1 + incentive): 0.199 acres (8,676 sq. ft.); \$2.10/SF (x 15%/year) = \$4,354 Note that the contractor is responsible for providing the required seven (7) calendar day notice to the Grantor (landowner) prior to the initial entry onto Parcel No. TE-8. If the contractor needs an optional 4th and/or 5th year for Parcel No. TE-8, the contractor is required to provide the required thirty (30) day notice(s) to the Grantor (landowner) of its intent to exercise such options, and the contractor is required to negotiate and obtain execution of the required new Memorandum of Agreement(s) with the Grantor (landowner) for such options and to pay the Grantor (landowner) the above stated just compensation for such option(s). Prior coordination with and approval by CDOT is required for the exercise of any option for additional time for Parcel No. TE-8. Paragraph 2b. under <i>Other conditions</i> states the following: At its sole cost and expense, GRANTEE shall repair and restore the Temporary Easement areas (“Affected Areas”) and return said Affected Area(s) to a condition reasonably similar to or better than that which existed prior to GRANTEE’s entry, excepting the repair or restoration of Improvements paid to GRANTOR by GRANTEE and included in the Net Total above. The contractor is responsible for compliance for this provision. Note that no payments have been made to the Grantor for any improvements located in Parcel No. TE-8. As a result, if any improvements in Parcel No. TE-8 are damaged or removed by the contractor, the contractor will need to replace or repair such items. Paragraph 3 under <i>Other conditions</i> states the following: The Temporary Easement Area is to remain free of parked cars during contractor construction operations. Paragraph 4 under <i>Other conditions</i> states the following: Certain private irrigation facilities owned by the Grantor are located on Parcel No. RW-8 and will be removed and relocated by Grantee’s project, hereinafter referred to as “Removal Irrigation Facilities”. Grantee’s design-build contractor (Grantee’s Contractor) will design, and construct modified replacement irrigation facilities to be located on Parcel No. TE-8 that will replace the Removed Irrigation Facilities (hereinafter referred to as “Replacement Irrigation Facilities”). The Removal Irrigation Facilities and Replacement Irrigation Facilities are generally illustrated in a plan sheet, that includes additional information, attached hereto as Exhibit “B”. The Replacement Irrigation Facilities will be designed and constructed to replace the historic quantity and quality of historic irrigation flows. Grantor hereby grants Grantee and Grantee’s Contractor a right of entry onto Grantor’s property outside of Parcel No. TE-8 for Construction of the Replacement Irrigation Facilities, if needed. If Grantee’s Contractor enters Grantor’s property outside of Parcel No. TE-8 for such construction purpose, Grantee’s Contractor will, at Grantee’s sole cost and expense, reconstruct the portion of Grantor’s property occupied to a condition reasonably similar to that which existed prior to Grantee’s Contractor’s entry. Grantor agrees to reasonably cooperate and work collaboratively with Grantee’s Contractor on coordination of the design and construction of the Replacement Irrigation Facilities. Grantee’s Contractor may request additional information and/or documentation about the Removal Irrigation Facilities to inform the design and construction of the Replacement Irrigation Facilities. To the extent possible, Grantee has captured certain design criteria for the Replacement Irrigation Facilities to be constructed (e.g. flow dates, flow quantities (if made available by Grantor), minimum pipe size and material type, size of ditch, conceptual alignment and diversions, as applicable). Grantee’s Contractor will provide to Grantor the design of Replacement Irrigation Facility prior to starting construction of the Replacement Irrigation Facility. If Grantor has any material issues with the Replacement Irrigation Facilities as they are being designed, constructed, tested, or in operation prior to completion of the Replacement Irrigation Facilities, Grantor should discuss such issues with Grantee’s Contractor. Work on Grantor’s Replacement Irrigation Facilities shall not impair or impact the conveyance of irrigation water during irrigation season, April 1 through October 31st of each year, unless written approval is given by Grantor. Grantee’s Contractor shall be responsible for maintaining irrigation flows through the Removal Irrigation Facilities during construction of Grantee’s project until flows from the Removal Irrigation Facilities are changed to the Replacement Irrigation Facilities. Grantee’s Contractor may, however, be required to temporarily modify the existing irrigation conveyance based upon construction phasing. Grantee’s Contractor shall schedule a final walk through with Grantor upon completion of the Replacement Irrigation Facilities work. Notice of the final walk through shall be provided by Grantee’s Contractor in accordance with the notice provisions outlined below. After Grantor’s concerns from the final walk through have been addressed by Grantee’s Contractor, Grantor shall provide

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions		
		Grantee’s Contractor with written final acceptance of the Replacement Irrigation Facility (Final Acceptance) which shall not be unreasonably withheld by Grantor. A draft version of the Final Acceptance document is attached hereto as Exhibit “C”. After Grantor has signed the Final Acceptance, Grantor will own all the Replacement Irrigation Facilities located on Grantor’s property and be fully responsible for all maintenance, repair, upkeep and replacement of such Replacement Irrigation Facilities. Grantee and Grantee’s Contractor shall then be fully released from any and all liability for such maintenance, repair, upkeep and replacement of such Replacement Irrigation Facilities. When Grantee provides Grantee’s Contractor with a notice to proceed for construction of Grantee’s project (NTP), Grantee shall notify Grantor within 90 days that such NTP has been issued and provide the contact information of Grantee’s Contractor with whom to coordinate the irrigation design and construction. All communications, notices and correspondence regarding the design and construction of the Replacement Irrigation Facilities shall be exchanged between Grantor, Grantee, and Grantee’s Contractor by email or certified mail or handed in-person. Either party may from time to time designate in writing a new or substitute contact, if needed. The following contacts for the Grantee and Grantor are as follows: <table><tr><td>For the Grantee: Brian Spain CDOT Region 5 Right of Way Manager 3803 N. Main Ave., Suite 300 Durango, CO 81301 Phone: 970.385.1434 email: brian.spain@state.co.us</td><td>For the Grantor: Bernie “Lee” Gurle 49 Florida Acres Drive Durango, CO 81303 Email: lee_gurule@q.com Phone: 970-759-0170</td></tr></table> The provisions of the Memorandum of Agreement applicable to the Replacement Irrigation Facilities will survive the closing of Parcel Nos. RW-8 and TE-8 and be binding upon and inure to the benefit of the Grantor, Grantee, Grantee’s Contractor and their respective heirs, personal representatives, successors, and assigns. Furthermore, the covenants, conditions and restrictions contained herein applicable to the Replacement Irrigation Facilities, shall run with the land and shall survive any transfer of title of interest in the property owned by Grantor.	For the Grantee: Brian Spain CDOT Region 5 Right of Way Manager 3803 N. Main Ave., Suite 300 Durango, CO 81301 Phone: 970.385.1434 email: brian.spain@state.co.us	For the Grantor: Bernie “Lee” Gurle 49 Florida Acres Drive Durango, CO 81303 Email: lee_gurule@q.com Phone: 970-759-0170
For the Grantee: Brian Spain CDOT Region 5 Right of Way Manager 3803 N. Main Ave., Suite 300 Durango, CO 81301 Phone: 970.385.1434 email: brian.spain@state.co.us	For the Grantor: Bernie “Lee” Gurle 49 Florida Acres Drive Durango, CO 81303 Email: lee_gurule@q.com Phone: 970-759-0170			
RW-9 TE-9	ACM Empire, LLC	Memorandum of Agreement (MOA) dated 12/18/25, a copy of which is located in Book 4, Contract Documents. The MOA defines improvements to be removed as “lateral ditch 30 LF, 13 trees, Gravel Driveway SF, Perimeter fencing 305 LF”. A document entitled MOA ACM #9 Details Tree Removal on Muller Map for Contractor, a copy of which is located in Book 4, is an aerial photograph with additional guidance on some of the improvements to be removed and landowner (ACM) privacy fence to be constructed before the project begins. Note that this document includes the following: CDOT to install carcnites for owner. There are two <i>Other Conditions</i>. The first states: ROW confirmed with engineering that TE-9 will not be used from point 539 east and that ACM may install their fence within this area. Paragraph 2 under the second <i>Other conditions</i> states as follows: The Land and Temporary Easement(s) described on the attached Exhibit(s) A are for fence installation, driveway construction, detour construction, and construction of associated highway improvements which is the temporary easement, highway expansion and associated improvements which is for fee ROW. Further, it is understood and agreed between the parties that: The Temporary Easement(s) shall commence seven (7) calendar days after the Grantee, or the Grantee through its contractor, delivers written notice to the Grantor (“Commencement Date”) and will terminate 3 years from the Commencement Date (“Initial Term”). If the Project is not completed within the Initial Term, Grantee, or the Grantee through its contractor, may give notice to Grantor thirty (30) calendar days prior to the expiration of the Initial Term that it is exercising the optional 4th and/or 5th year term(s) of the Temporary Easement. A new Memorandum of Agreement shall be executed upon each Temporary Easement Extension and additional payments will be rendered upon extension. Temporary Easement Extensions will include incentive payments calculated on the total FMV of all acquisitions. The just compensation to be paid to the landowner for exercising the option for the 4th and 5th year is defined in the MOA as follows: Temporary Easement (shown in attached exhibits) TE-9 (optional 4th year term - 15% increase from FMV of year 1 + incentive): 0.158 acres \$4,156 + \$1,039=\$5,195		

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions
		Temporary Easement (shown in attached exhibits) TE-9 (optional 5th year term - 18% increase from FMV of year 1 + incentive): 0.158 acres \$4,264 +\$1,066 =\$5,330 Note that the contractor is responsible for providing the required seven (7) calendar day notice to the Grantor (landowner) prior to the initial entry onto Parcel No. TE-9. If the contractor needs an optional 4th and/or 5th year for Parcel No. TE-9, the contractor is required to provide the required thirty (30) day notice(s) to the Grantor (landowner) of its intent to exercise such options, and the contractor is required to negotiate and obtain execution of the required new Memorandum of Agreement(s) with the Grantor (landowner) for such options and to pay the Grantor (landowner) the above stated just compensation for such option(s). Prior coordination with and approval by CDOT is required for the exercise of any option for additional time for Parcel No. TE-9. Paragraph 2b. under the second <i>Other conditions</i> states the following: At its sole cost and expense, GRANTEE shall repair and restore the Temporary Easement areas (“Affected Areas”) and return said Affected Area(s) to a condition reasonably similar to or better than that which existed prior to GRANTEE’s entry, excepting the repair or restoration of Improvements paid to GRANTOR by GRANTEE and included in the Net Total above. The contractor is responsible for compliance for this provision. Note that no payments have been made to the Grantor for any improvements located in Parcel No. TE-8. As a result, if any improvements in Parcel No. TE-9 are damaged or removed by the contractor, the contractor will need to replace or repair such items. Paragraph 3 under the second <i>Other conditions</i> states the following: The Temporary Easement Area is to remain free of parked cars during contractor construction operations. Paragraph 4 under the second <i>Other conditions</i> states the following: Irrigation NOTE: Landowner is “Grantor” CDOT is “Grantee” Certain private irrigation facilities owned by the Grantor are located on Parcel No. RW-9 and will be removed and relocated by Grantee’s project, hereinafter referred to as “Removal Irrigation Facilities”. Grantee’s design-build contractor (Grantee’s Contractor) will design, and construct modified replacement irrigation facilities to be located on Parcel No. TE-9 that will replace the Removed Irrigation Facilities (hereinafter referred to as “Replacement Irrigation Facilities”). The Removal Irrigation Facilities and Replacement Irrigation Facilities are generally illustrated in a plan sheet, that includes additional information, attached hereto as Exhibit “B”. The Replacement Irrigation Facilities will be designed and constructed to replace the historic quantity and quality of historic irrigation flows. Grantor hereby grants Grantee and Grantee’s Contractor a right of entry onto Grantor’s property outside of Parcel No. TE-9 for Construction of the Replacement Irrigation Facilities, if needed. If Grantee’s Contractor enters Grantor’s property outside of Parcel No. TE-9 for such construction purpose, Grantee’s Contractor will, at Grantee’s sole cost and expense, reconstruct the portion of Grantor’s property occupied to a condition reasonably similar to that which existed prior to Grantee’s Contractor’s entry. Grantor agrees to reasonably cooperate and work collaboratively with Grantee’s Contractor on coordination of the design and construction of the Replacement Irrigation Facilities. Grantee’s Contractor may request additional information and/or documentation about the Removal Irrigation Facilities to inform the design and construction of the Replacement Irrigation Facilities. To the extent possible, Grantee has captured certain design criteria for the Replacement Irrigation Facilities to be constructed (e.g. flow dates, flow quantities (if made available by Grantor), minimum pipe size and material type, size of ditch, conceptual alignment and diversions, as applicable). Grantee’s Contractor will provide to Grantor the design of Replacement Irrigation Facility prior to starting construction of the Replacement Irrigation Facility. If Grantor has any material issues with the Replacement Irrigation Facilities as they are being designed, constructed, tested, or in operation prior to completion of the Replacement Irrigation Facilities, Grantor should discuss such issues with Grantee’s Contractor. Work on Grantor’s Replacement Irrigation Facilities shall not impair or impact the conveyance of irrigation water during irrigation season, April 1 through October 31st of each year, unless written approval is given by Grantor. Grantee’s Contractor shall be responsible for maintaining irrigation flows through the Removal Irrigation Facilities during construction of Grantee’s project until flows from the Removal Irrigation Facilities are changed to the Replacement Irrigation Facilities. Grantee’s Contractor may, however, be required to temporarily modify the existing irrigation conveyance based upon construction phasing. Grantee’s Contractor shall schedule a final walk through with Grantor upon completion of the Replacement Irrigation Facilities work. Notice of the final walk through shall be provided by Grantee’s Contractor in accordance with the notice provisions outlined below. After Grantor’s concerns from the final walk through have been addressed by Grantee’s Contractor, Grantor shall provide

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions		
		Grantee’s Contractor with written final acceptance of the Replacement Irrigation Facility (Final Acceptance) which shall not be unreasonably withheld by Grantor. A draft version of the Final Acceptance document is attached hereto as Exhibit “C”. After Grantor has signed the Final Acceptance, Grantor will own all the Replacement Irrigation Facilities located on Grantor’s property and be fully responsible for all maintenance, repair, upkeep and replacement of such Replacement Irrigation Facilities. Grantee and Grantee’s Contractor shall then be fully released from any and all liability for such maintenance, repair, upkeep and replacement of such Replacement Irrigation Facilities. When Grantee provides Grantee’s Contractor with a notice to proceed for construction of Grantee’s project (NTP), Grantee shall notify Grantor within 90 days that such NTP has been issued and provide the contact information of Grantee’s Contractor with whom to coordinate the irrigation design and construction. All communications, notices and correspondence regarding the design and construction of the Replacement Irrigation Facilities shall be exchanged between Grantor, Grantee, and Grantee’s Contractor by email or certified mail or handed in-person. Either party may from time to time designate in writing a new or substitute contact, if needed. The following contacts for the Grantee and Grantor are as follows: <table><tr><td>For the Grantee: Brian Spain CDOT Region 5 Right of Way Manager 3803 N. Main Ave., Suite 300 Durango, CO 81301 Phone: 970.385.1434 email: brian.spain@state.co.us</td><td>For the Grantor: ACM Empire LLC 2611 Arroyo Dr. Durango, CO 81301 Phone: 970-946-7549 email: acmestimating@gmail.com</td></tr></table> The provisions of the Memorandum of Agreement applicable to the Replacement Irrigation Facilities will survive the closing of Parcel Nos. RW-9 and TE-9 and be binding upon and inure to the benefit of the Grantor, Grantee, Grantee’s Contractor and their respective heirs, personal representatives, successors, and assigns. Furthermore, the covenants, conditions and restrictions contained herein applicable to the Replacement Irrigation Facilities, shall run with the land and shall survive any transfer of title of interest in the property owned by Grantor.	For the Grantee: Brian Spain CDOT Region 5 Right of Way Manager 3803 N. Main Ave., Suite 300 Durango, CO 81301 Phone: 970.385.1434 email: brian.spain@state.co.us	For the Grantor: ACM Empire LLC 2611 Arroyo Dr. Durango, CO 81301 Phone: 970-946-7549 email: acmestimating@gmail.com
For the Grantee: Brian Spain CDOT Region 5 Right of Way Manager 3803 N. Main Ave., Suite 300 Durango, CO 81301 Phone: 970.385.1434 email: brian.spain@state.co.us	For the Grantor: ACM Empire LLC 2611 Arroyo Dr. Durango, CO 81301 Phone: 970-946-7549 email: acmestimating@gmail.com			
RW-10 PE-10 TE-10	W. Gary Robison & Judy S. Robison	Memorandum of Agreement (MOA) dated 1/4/26, a copy of which is located in Book 4, Contract Documents. The MOA defines improvements to be removed as “Cross fencing 134 LF (+EP)F”. Paragraph 2 under <i>Other conditions</i> states as follows: The Land and Temporary Easement(s) described on the attached Exhibit(s) A are for fence installation, driveway construction, irrigation facilities, detour construction, and construction of associated highway improvements which is the temporary easement, highway expansion and associated improvements which is for fee ROW. Further, it is understood and agreed between the parties that: The Temporary Easement(s) shall commence seven (7) calendar days after the Grantee, or the Grantee through its contractor, delivers written notice to the Grantor (“Commencement Date”) and will terminate 3 years from the Commencement Date (“Initial Term”). If the Project is not completed within the Initial Term, Grantee, or the Grantee through its contractor, may give notice to Grantor thirty (30) calendar days prior to the expiration of the Initial Term that it is exercising the optional 4th and/or 5th year term(s) of the Temporary Easement. A new Memorandum of Agreement shall be executed upon each Temporary Easement Extension and additional payments will be rendered upon extension. Temporary Easement Extensions will include incentive payments calculated on the total FMV of all acquisitions. The just compensation to be paid to the landowner for exercising the option for the 4th and 5th year is defined in the MOA as follows: Temporary Easement (shown in attached exhibits) TE-10 (optional 4th year term - 15% increase from FMV of year 1 + incentive): 26,354 Sq. Ft. TE= \$1,564 + \$391 = \$1,955 Temporary Easement (shown in attached exhibits) TE-10 (optional 5th year term - 18% increase from FMV of year 1 + incentive): 26,354 Sq. Ft. TE= \$1,605 + \$401 = \$2,006 Note that the contractor is responsible for providing the required seven (7) calendar day notice to the Grantor (landowner) prior to the initial entry onto Parcel No. TE-10. If the contractor needs an optional 4th and/or 5th year for Parcel No. TE-10, the contractor is required to provide the required thirty (30) day notice(s) to the Grantor (landowner) of its intent to exercise such options, and the		

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions
		contractor is required to negotiate and obtain execution of the required new Memorandum of Agreement(s) with the Grantor (landowner) for such options and to pay the Grantor (landowner) the above stated just compensation for such option(s). Prior coordination with and approval by CDOT is required for the exercise of any option for additional time for Parcel No. TE-10. Paragraph 2b. under the second <i>Other conditions</i> states the following: At its sole cost and expense, GRANTEE shall repair and restore the Temporary Easement areas (“Affected Areas”) and return said Affected Area(s) to a condition reasonably similar to or better than that which existed prior to GRANTEE’s entry, excepting the repair or restoration of Improvements paid to GRANTOR by GRANTEE and included in the Net Total above. The contractor is responsible for compliance for this provision. Note that no payments have been made to the Grantor for any improvements located in Parcel No. TE-10. As a result, if any improvements in Parcel No. TE-10 are damaged or removed by the contractor, the contractor will need to replace or repair such items. Paragraph 3 under the second <i>Other conditions</i> states the following: The Temporary Easement Area is to remain free of parked cars during contractor construction operations. Paragraph 4 under the second <i>Other conditions</i> states the following: Irrigation NOTE: Landowner is “Grantor” CDOT is “Grantee” Certain private irrigation facilities owned by the Grantor are located on Parcel No. RW-10 and will be removed and relocated by Grantee’s project, hereinafter referred to as “Removal Irrigation Facilities”. Grantee’s design-build contractor (Grantee’s Contractor) will design, and construct modified replacement irrigation facilities to be located on Parcel No. TE-10 and PE-10 that will replace the Removed Irrigation Facilities (hereinafter referred to as “Replacement Irrigation Facilities”). The Removal Irrigation Facilities and Replacement Irrigation Facilities are generally illustrated in a plan sheet, that includes additional information, attached hereto as Exhibit “B”. The Replacement Irrigation Facilities will be designed and constructed to replace the historic quantity and quality of historic irrigation flows. Grantor hereby grants Grantee and Grantee’s Contractor a right of entry onto Grantor’s property outside of Parcel No. TE-10 and PE-10 for Construction of the Replacement Irrigation Facilities, if needed. If Grantee’s Contractor enters Grantor’s property outside of Parcel No. TE-10 and PE-10 for such construction purpose, Grantee’s Contractor will, at Grantee’s sole cost and expense, reconstruct the portion of Grantor’s property occupied to a condition reasonably similar to that which existed prior to Grantee’s Contractor’s entry. Grantor agrees to reasonably cooperate and work collaboratively with Grantee’s Contractor on coordination of the design and construction of the Replacement Irrigation Facilities. Grantee’s Contractor may request additional information and/or documentation about the Removal Irrigation Facilities to inform the design and construction of the Replacement Irrigation Facilities. To the extent possible, Grantee has captured certain design criteria for the Replacement Irrigation Facilities to be constructed (e.g. flow dates, flow quantities (if made available by Grantor), minimum pipe size and material type, size of ditch, conceptual alignment and diversions, as applicable). Grantee’s Contractor will provide to Grantor the design of Replacement Irrigation Facility prior to starting construction of the Replacement Irrigation Facility. If Grantor has any material issues with the Replacement Irrigation Facilities as they are being designed, constructed, tested, or in operation prior to completion of the Replacement Irrigation Facilities, Grantor should discuss such issues with Grantee’s Contractor. Work on Grantor’s Replacement Irrigation Facilities shall not impair or impact the conveyance of irrigation water during irrigation season, April 1 through October 31st of each year, unless written approval is given by Grantor. Grantee’s Contractor shall be responsible for maintaining irrigation flows through the Removal Irrigation Facilities during construction of Grantee’s project until flows from the Removal Irrigation Facilities are changed to the Replacement Irrigation Facilities. Grantee’s Contractor may, however, be required to temporarily modify the existing irrigation conveyance based upon construction phasing. Grantee’s Contractor shall schedule a final walk through with Grantor upon completion of the Replacement Irrigation Facilities work. Notice of the final walk through shall be provided by Grantee’s Contractor in accordance with the notice provisions outlined below. After Grantor’s concerns from the final walk through have been addressed by Grantee’s Contractor, Grantor shall provide Grantee’s Contractor with written final acceptance of the Replacement Irrigation Facility (Final Acceptance) which shall not be unreasonably withheld by Grantor. A draft version of the Final Acceptance document is attached hereto as Exhibit “C”.

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions		
		After Grantor has signed the Final Acceptance, Grantor will own all the Replacement Irrigation Facilities located on Grantor’s property and be fully responsible for all maintenance, repair, upkeep and replacement of such Replacement Irrigation Facilities. Grantee and Grantee’s Contractor shall then be fully released from any and all liability for such maintenance, repair, upkeep and replacement of such Replacement Irrigation Facilities. When Grantee provides Grantee’s Contractor with a notice to proceed for construction of Grantee’s project (NTP), Grantee shall notify Grantor within 90 days that such NTP has been issued and provide the contact information of Grantee’s Contractor with whom to coordinate the irrigation design and construction. All communications, notices and correspondence regarding the design and construction of the Replacement Irrigation Facilities shall be exchanged between Grantor, Grantee, and Grantee’s Contractor by email or certified mail or handed in-person. Either party may from time to time designate in writing a new or substitute contact, if needed. The following contacts for the Grantee and Grantor are as follows: <table><tr><td>For the Grantee: Brian Spain CDOT Region 5 Right of Way Manager 3803 N. Main Ave., Suite 300 Durango, CO 81301 Phone: 970.385.1434 email: brian.spain@state.co.us</td><td>For the Grantor: Gary & Judy Robison P.O. Box 1847 Durango, CO 81302 Phone: 970-759-1616 email: judyrobison_2000@yahoo.com</td></tr></table> The provisions of the Memorandum of Agreement applicable to the Replacement Irrigation Facilities will survive the closing of Parcel Nos. RW-10, TE-10 and PE-10 and be binding upon and inure to the benefit of the Grantor, Grantee, Grantee’s Contractor and their respective heirs, personal representatives, successors, and assigns. Furthermore, the covenants, conditions and restrictions contained herein applicable to the Replacement Irrigation Facilities, shall run with the land and shall survive any transfer of title of interest in the property owned by Grantor.	For the Grantee: Brian Spain CDOT Region 5 Right of Way Manager 3803 N. Main Ave., Suite 300 Durango, CO 81301 Phone: 970.385.1434 email: brian.spain@state.co.us	For the Grantor: Gary & Judy Robison P.O. Box 1847 Durango, CO 81302 Phone: 970-759-1616 email: judyrobison_2000@yahoo.com
For the Grantee: Brian Spain CDOT Region 5 Right of Way Manager 3803 N. Main Ave., Suite 300 Durango, CO 81301 Phone: 970.385.1434 email: brian.spain@state.co.us	For the Grantor: Gary & Judy Robison P.O. Box 1847 Durango, CO 81302 Phone: 970-759-1616 email: judyrobison_2000@yahoo.com			
RW-11 SE-11 TE-11	Michael C. Lively	Memorandum of Agreement (MOA) dated 12/30/25, a copy of which is located in Book 4, Contract Documents. The MOA defines improvements to be removed as “lateral ditch 40 LF”. Paragraph 2 under <i>Other conditions</i> states as follows: The Land and Temporary Easement(s) described on the attached Exhibit(s) A are for fence installation, driveway construction, detour construction, and construction of associated highway improvements which is the temporary easement, highway expansion and associated improvements which is for fee ROW. Further, it is understood and agreed between the parties that: The Temporary Easement(s) shall commence seven (7) calendar days after the Grantee, or the Grantee through its contractor, delivers written notice to the Grantor (“Commencement Date”) and will terminate 3 years from the Commencement Date (“Initial Term”). If the Project is not completed within the Initial Term, Grantee, or the Grantee through its contractor, may give notice to Grantor thirty (30) calendar days prior to the expiration of the Initial Term that it is exercising the optional 4th and/or 5th year term(s) of the Temporary Easement. A new Memorandum of Agreement shall be executed upon each Temporary Easement Extension and additional payments will be rendered upon extension. Temporary Easement Extensions will include incentive payments calculated on the total FMV of all acquisitions. The just compensation to be paid to the landowner for exercising the option for the 4th and 5th year is defined in the MOA as follows: Temporary Easement (shown in attached exhibits) TE-11 (optional 4th year term - 15% increase from FMV of year 1 + incentive): 0.146 acres \$710 + \$248 = \$958 Temporary Easement (shown in attached exhibits) TE-11 (optional 5th year term - 18% increase from FMV of year 1 + incentive): 0.146 acres \$728 + \$255 =\$983 Note that the contractor is responsible for providing the required seven (7) calendar day notice to the Grantor (landowner) prior to the initial entry onto Parcel No. TE-11. If the contractor needs an optional 4th and/or 5th year for Parcel No. TE-11, the contractor is required to provide the required thirty (30) day notice(s) to the Grantor (landowner) of its intent to exercise such options, and the contractor is required to negotiate and obtain execution of the required new Memorandum of Agreement(s) with the Grantor (landowner) for such options and to pay the Grantor (landowner) the above stated just compensation for such option(s). Prior coordination with and approval by CDOT is required for the exercise of any option for additional time for Parcel No. TE-11.		

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions
		Paragraph 2b. under the second <i>Other conditions</i> states the following: At its sole cost and expense, GRANTEE shall repair and restore the Temporary Easement areas (“Affected Areas”) and return said Affected Area(s) to a condition reasonably similar to or better than that which existed prior to GRANTEE’s entry, excepting the repair or restoration of Improvements paid to GRANTOR by GRANTEE and included in the Net Total above. The contractor is responsible for compliance for this provision. Note that no payments have been made to the Grantor for any improvements located in Parcel No. TE-11. As a result, if any improvements in Parcel No. TE-11 are damaged or removed by the contractor, the contractor will need to replace or repair such items. Paragraph 3 under the second <i>Other conditions</i> states the following: The Temporary Easement Area is to remain free of parked cars during contractor construction operations.
TE-12	W. Travis Craig	Memorandum of Agreement (MOA) dated 12/30/25, a copy of which is located in Book 4, Contract Documents. The MOA defines improvements to be removed as “Fencing”. Paragraph 2 under <i>Other conditions</i> states as follows: The term of Grantee’s use of the Temporary Easement shall be for a period of 3 years from the Commencement Date (“term”). The term shall commence seven (7) calendar days after the Grantee, or the Grantee through its contractor, delivers written notice to the Grantor (“Commencement Date”) and will terminate 3 years from the Commencement Date (“Initial Term”). In the event that the Project is not completed within the Initial Term, Grantee, or the Grantee through its contractor, may give notice to Grantor thirty (30) calendar days prior to the expiration of the Initial Term that it is exercising the optional 4th and/or 5th year term(s) of the Temporary Easement. A new Memorandum of Agreement shall be executed upon each Temporary Easement Extension and additional payments will be rendered upon extension. The just compensation to be paid to the landowner for exercising the option for the 4th and 5th year is defined in the MOA as follows: Temporary Easement (shown in attached exhibits) TE-12 (Optional 4th year term - 15% increase from FMV of year 1) TE=\$1,695=incentive \$597=\$2,292 Temporary Easement (shown in attached exhibits) TE-12 (optional 5th year term - 18% increase from FMV of year 1) TE=\$1,739 + incentive \$609 =\$2,348 Note that the contractor is responsible for providing the required seven (7) calendar day notice to the Grantor (landowner) prior to the initial entry onto Parcel No. TE-12. If the contractor needs an optional 4th and/or 5th year for Parcel No. TE-12, the contractor is required to provide the required thirty (30) day notice(s) to the Grantor (landowner) of its intent to exercise such options, and the contractor is required to negotiate and obtain execution of the required new Memorandum of Agreement(s) with the Grantor (landowner) for such options and to pay the Grantor (landowner) the above stated just compensation for such option(s). Prior coordination with and approval by CDOT is required for the exercise of any option for additional time for Parcel No. TE-12. Paragraph 3 <i>Other conditions</i> states the following: Grantee shall repair and restore disturbed areas to a condition reasonably approximate to or better than the condition that existed prior to Grantee’s entry for construction. Note Grantor has been paid for the “Fencing” described above, so it will not need to be replaced.
TE-13	Max Campbell Howard and Eleah Kim Howard	Memorandum of Agreement (MOA) dated 11/13/25, a copy of which is located in Book 4, Contract Documents. The MOA defines improvements to be removed as “Lateral ditch 150 LF + 15%EP”. Paragraph 2 under <i>Other conditions</i> states as follows: The term of Grantee’s use of the Temporary Easement shall be for a period of 3 years from the Commencement Date (“term”). The term shall commence seven (7) calendar days after the Grantee, or the Grantee through its contractor, delivers written notice to the Grantor (“Commencement Date”) and will terminate 3 years from the Commencement Date (“Initial Term”). In the event that the Project is not completed within the Initial Term, Grantee, or the Grantee through its contractor, may give notice to Grantor thirty (30) calendar days prior to the expiration of the Initial Term that it

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions
		is exercising the optional 4th and/or 5th year term(s) of the Temporary Easement. A new Memorandum of Agreement shall be executed upon each Temporary Easement Extension and additional payments will be rendered upon extension. The just compensation to be paid to the landowner for exercising the option for the 4th and 5th year is defined in the MOA as follows: Temporary Easement (shown in attached exhibits) TE-13 (Optional 4th year term - 15% increase from FMV of year 1) TE=\$621 + incentive \$248=\$869 Temporary Easement (shown in attached exhibits) TE-13 (optional 5th year term - 18% increase from FMV of year 1) TE=\$637 + incentive \$231=\$868 Note that the contractor is responsible for providing the required seven (7) calendar day notice to the Grantor (landowner) prior to the initial entry onto Parcel No. TE-13. If the contractor needs an optional 4th and/or 5th year for Parcel No. TE-13, the contractor is required to provide the required thirty (30) day notice(s) to the Grantor (landowner) of its intent to exercise such options, and the contractor is required to negotiate and obtain execution of the required new Memorandum of Agreement(s) with the Grantor (landowner) for such options and to pay the Grantor (landowner) the above stated just compensation for such option(s). Prior coordination with and approval by CDOT is required for the exercise of any option for additional time for Parcel No. TE-13. Paragraph 3 <i>Other conditions</i> states the following: Grantee shall repair and restore disturbed areas to a condition reasonably approximate to or better than the condition that existed prior to Grantee’s entry for construction. Note Grantor has been paid for the “Lateral ditch 150 LF + 15%EP” described above, so it will not need to be replaced. Revisit and think about highlighted provision, especially in light of below paragraph. Paragraph 4 <i>Other conditions</i> states the following: Grantor’s existing private irrigation facilities will be impacted by construction of the Grantee’s project. Grantor and Grantee agree that \$2,588 of the agreed total just compensation is a cost to cure to provide funds for Grantor to reconfigure such “Replacement Irrigation Facilities”. Grantor agrees to use a portion of the agreed upon just compensation to design and construct the Replacement Irrigation Facilities. Grantor agrees to work collaboratively with Grantee’s Contractor on scheduling construction of the Replacement Irrigation Facilities. Irrigation flows will commence on or about April 1st and will cease on or about November 1st each year. Grantor will try to finalize the connection of the Replacement Irrigation Facilities in the November 1st to April 1st time frame, if possible. After Grantor’s construction of the Replacement Irrigation Facilities, Grantor will then be responsible for maintaining the Replacement Irrigation Facilities and all associated irrigation facilities located on Grantor’s property.
RW-41 TE-41	Max Campbell Howard and Eleah Kim Howard	Memorandum of Agreement (MOA) dated 11/19/25, a copy of which is located in Book 4, Contract Documents. The MOA defines improvements to be removed as “Lateral ditch 215 LF (\$15LF+15%EP), Wire fencing 160 LF (40% depreciation 15% EP)”. Paragraph 2 under <i>Other conditions</i> states as follows: The Land and Temporary Easement(s) described on the attached Exhibit(s) A are for fence installation, driveway construction, detour construction, construction of associated highway improvements which is the temporary easement, highway expansion and associated highway improvements which is for fee. Further, it is understood and agreed between the parties that: a. The Temporary Easement(s) shall commence seven (7) calendar days after the Grantee, or the Grantee through its contractor, delivers written notice to the Grantor (“Commencement Date”) and will terminate 3 years from the Commencement Date (“Initial Term”). If the Project is not completed within the Initial Term, Grantee, or the Grantee through its contractor, may give notice to Grantor thirty (30) calendar days prior to the expiration of the Initial Term that it is exercising the optional 4th and/or 5th year term(s) of the Temporary Easement. A new Memorandum of Agreement shall be executed upon each Temporary Easement Extension and additional payments will be rendered upon extension. Temporary Easement Extensions will include incentive payments calculated on the total FMV of all acquisitions.

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions
		b. At its sole cost and expense, GRANTEE shall repair and restore the Temporary Easement areas (“Affected Areas”) and return said Affected Area(s) to a condition reasonably similar to or better than that which existed prior to GRANTEE’s entry, excepting the repair or restoration of Improvements paid to GRANTOR by GRANTEE and included in the Net Total above. Note Grantor has been paid for the “Lateral ditch 215 LF (\$15LF+15%EP), Wire fencing 160 LF (40% depreciation 15% EP)” described above, so it will not need to be replaced. Revisit and think about highlighted provision, especially in light of below paragraph. The just compensation to be paid to the landowner for exercising the option for the 4th and 5th year is defined in the MOA as follows: Temporary Easement (shown in attached exhibits) TE-41 (Optional 4th year term - 15% increase from FMV of year 1 + incentive) 0.831 acres \$2,007 + \$702=\$2,709 Temporary Easement (shown in attached exhibits) TE-41 (optional 5th year term - 18% increase from FMV of year 1) 0.831 acres \$2,059 + \$721 = \$2,780 Note that the contractor is responsible for providing the required seven (7) calendar day notice to the Grantor (landowner) prior to the initial entry onto Parcel No. TE-41. If the contractor needs an optional 4th and/or 5th year for Parcel No. TE-41, the contractor is required to provide the required thirty (30) day notice(s) to the Grantor (landowner) of its intent to exercise such options, and the contractor is required to negotiate and obtain execution of the required new Memorandum of Agreement(s) with the Grantor (landowner) for such options and to pay the Grantor (landowner) the above stated just compensation for such option(s). Prior coordination with and approval by CDOT is required for the exercise of any option for additional time for Parcel No. TE-41. Paragraph 3 <i>Other conditions</i> states the following: The Temporary Easement Area is to remain free of parked cars during contractor construction operations. Paragraph 4 <i>Other conditions</i> states the following: Grantor’s existing private irrigation facilities will be impacted by construction of the Grantee’s project. Grantor and Grantee agree that \$3,709 of the agreed total just compensation is a cost to cure to provide funds for Grantor to reconfigure such “Replacement Irrigation Facilities”. Grantor agrees to use a portion of the agreed upon just compensation to design and construct the Replacement Irrigation Facilities. Grantor agrees to work collaboratively with Grantee’s Contractor on scheduling construction of the Replacement Irrigation Facilities. Irrigation flows will commence on or about April 1st and will cease on or about November 1st each year. Grantor will try to finalize the connection of the Replacement Irrigation Facilities in the November 1st to April 1st time frame, if possible. After Grantor’s construction of the Replacement Irrigation Facilities, Grantor will then be responsible for maintaining the Replacement Irrigation Facilities and all associated irrigation facilities located on Grantor’s property.
RW-14 TE-14	Sun Cloud Estates HOA	Memorandum of Agreement (MOA) dated 12/2/25, a copy of which is located in Book 4, Contract Documents. The MOA does not define any improvements to be removed. Paragraph 2 under <i>Other conditions</i> states as follows: The Land and Temporary Easement(s) described on the attached Exhibit(s) A are for fence installation, driveway construction, detour construction, construction of associated highway improvements which is the temporary easement, highway expansion and associated highway improvements which is for fee ROW. Further, it is understood and agreed between the parties that: a. The Temporary Easement(s) shall commence seven (7) calendar days after the Grantee, or the Grantee through its contractor, delivers written notice to the Grantor (“Commencement Date”) and will terminate 3 years from the Commencement Date (“Initial Term”). If the Project is not completed within the Initial Term, Grantee, or the Grantee through its contractor, may give notice to Grantor thirty (30) calendar days prior to the expiration of the Initial Term that it is exercising the optional 4th and/or 5th year term(s) of the Temporary Easement. A new Memorandum of Agreement shall be executed upon each Temporary Easement Extension and additional payments will be rendered upon extension. Temporary Easement Extensions will include incentive payments calculated on the total FMV of all acquisitions.

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions
		b. At its sole cost and expense, GRANTEE shall repair and restore the Temporary Easement areas (“Affected Areas”) and return said Affected Area(s) to a condition reasonably similar to or better than that which existed prior to GRANTEE’s entry, excepting the repair or restoration of Improvements paid to GRANTOR by GRANTEE and included in the Net Total above. The just compensation to be paid to the landowner for exercising the option for the 4th and 5th year is defined in the MOA as follows: Temporary Easement (shown in attached exhibits) TE-14 (Optional 4th year term - 15% increase from FMV of year 1 + incentive) 0.081 acres \$56.00 +\$22.00=\$78.00 Temporary Easement (shown in attached exhibits) TE-14 (optional 5th year term - 18% increase from FMV of year 1) 0.081 acres \$57.00 + \$23.00=\$80.00 Note that the contractor is responsible for providing the required seven (7) calendar day notice to the Grantor (landowner) prior to the initial entry onto Parcel No. TE-14. If the contractor needs an optional 4th and/or 5th year for Parcel No. TE-14, the contractor is required to provide the required thirty (30) day notice(s) to the Grantor (landowner) of its intent to exercise such options, and the contractor is required to negotiate and obtain execution of the required new Memorandum of Agreement(s) with the Grantor (landowner) for such options and to pay the Grantor (landowner) the above stated just compensation for such option(s). Prior coordination with and approval by CDOT is required for the exercise of any option for additional time for Parcel No. TE14. Paragraph 3 <i>Other conditions</i> states the following: The Temporary Easement Area is to remain free of parked cars during contractor construction operations. Paragraph 4 <i>Other conditions</i> states the following: The section of ditch being replaced by the project on the adjacent property in which Suncloud gets their irrigation water will be replace in kind by the design build contractor.
RW-15 TE-15	Ronald G. Maxwell and Laurie K. Maxwell	Memorandum of Agreement (MOA) dated 1/1/26, a copy of which is located in Book 4, Contract Documents. The MOA defines improvements to be removed as “wire fencing (370 linear ft), Trees (25), Entry Structure”. Paragraph 2 under <i>Other conditions</i> states as follows: The Temporary Easement described on the attached Exhibit A is required for fence installation, irrigation ditch construction, driveway construction and construction of associated highway improvements. The Fee ROW is required for highway expansion and associated improvements. Further, it is understood and agreed between the parties that: a. The Temporary Easement(s) shall commence seven (7) calendar days after the Grantee, or the Grantee through its contractor, delivers written notice to the Grantor (“Commencement Date”) and will terminate 3 years from the Commencement Date (“Initial Term”). If the Project is not completed within the Initial Term, Grantee, or the Grantee through its contractor, may give notice to Grantor thirty (30) calendar days prior to the expiration of the Initial Term that it is exercising the optional 4th and/or 5th year term(s) of the Temporary Easement. A new Memorandum of Agreement shall be executed upon each Temporary Easement Extension and additional payments will be rendered upon extension. Temporary Easement Extensions will include incentive payments calculated on the total FMV of all acquisitions. b. At its sole cost and expense, GRANTEE shall repair and restore the Temporary Easement areas (“Affected Areas”) and return said Affected Area(s) to a condition reasonably similar to or better than that which existed prior to GRANTEE’s entry, excepting the repair or restoration of Improvements paid to GRANTOR by GRANTEE and included in the Net Total above. The just compensation to be paid to the landowner for exercising the option for the 4th and 5th year is defined in the MOA as follows: Temporary Easement (shown in attached exhibits) TE-15 (optional 4th year term - 15% increase from FMV of year 1 + incentive): 0.537 acres (23,397 sq. ft.) \$1.50 SF x 15%/year = \$7,567 Temporary Easement (shown in attached exhibits) TE-15 (optional 5th year term - 18% increase from FMV of year 1 + incentive): 0.537 acres (23,397 sq. ft.) \$1.50 SF x 15%/year = \$7,765

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions
		Note that the contractor is responsible for providing the required seven (7) calendar day notice to the Grantor (landowner) prior to the initial entry onto Parcel No. TE-15. If the contractor needs an optional 4th and/or 5th year for Parcel No. TE-15, the contractor is required to provide the required thirty (30) day notice(s) to the Grantor (landowner) of its intent to exercise such options, and the contractor is required to negotiate and obtain execution of the required new Memorandum of Agreement(s) with the Grantor (landowner) for such options and to pay the Grantor (landowner) the above stated just compensation for such option(s). Prior coordination with and approval by CDOT is required for the exercise of any option for additional time for Parcel No. TE-15. Paragraph 3 under the second <i>Other conditions</i> states the following: The Temporary Easement Area is to remain free of parked cars during contractor construction operations. Paragraph 4 under the second <i>Other conditions</i> states the following: Certain private irrigation facilities owned by the Grantor are located on Parcel No. RW-15 and will be removed and relocated by Grantee’s project, hereinafter referred to as “Removal Irrigation Facilities”. Grantee’s design-build contractor (Grantee’s Contractor) will design, and construct modified replacement irrigation facilities to be located on Parcel No. TE-15 that will replace the Removed Irrigation Facilities (hereinafter referred to as “Replacement Irrigation Facilities”). The Removal Irrigation Facilities and Replacement Irrigation Facilities are generally illustrated in a plan sheet, that includes additional information, attached hereto as Exhibit “B”. The Replacement Irrigation Facilities will be designed and constructed to replace the historic quantity and quality of historic irrigation flows. Grantor hereby grants Grantee and Grantee’s Contractor a right of entry onto Grantor’s property outside of Parcel No. TE-15 for Construction of the Replacement Irrigation Facilities, if needed. If Grantee’s Contractor enters Grantor’s property outside of Parcel No. TE-15 for such construction purpose, Grantee’s Contractor will, at Grantee’s sole cost and expense, reconstruct the portion of Grantor’s property occupied to a condition reasonably similar to that which existed prior to Grantee’s Contractor’s entry. Grantor agrees to reasonably cooperate and work collaboratively with Grantee’s Contractor on coordination of the design and construction of the Replacement Irrigation Facilities. Grantee’s Contractor may request additional information and/or documentation about the Removal Irrigation Facilities to inform the design and construction of the Replacement Irrigation Facilities. To the extent possible, Grantee has captured certain design criteria for the Replacement Irrigation Facilities to be constructed (e.g. flow dates, flow quantities (if made available by Grantor), minimum pipe size and material type, size of ditch, conceptual alignment and diversions, as applicable). Grantee’s Contractor will provide to Grantor the design of Replacement Irrigation Facility prior to starting construction of the Replacement Irrigation Facility. If Grantor has any material issues with the Replacement Irrigation Facilities as they are being designed, constructed, tested, or in operation prior to completion of the Replacement Irrigation Facilities, Grantor should discuss such issues with Grantee’s Contractor. Work on Grantor’s Replacement Irrigation Facilities shall not impair or impact the conveyance of irrigation water during irrigation season, April 1 through October 31st of each year, unless written approval is given by Grantor. Grantee’s Contractor shall be responsible for maintaining irrigation flows through the Removal Irrigation Facilities during construction of Grantee’s project until flows from the Removal Irrigation Facilities are changed to the Replacement Irrigation Facilities. Grantee’s Contractor may, however, be required to temporarily modify the existing irrigation conveyance based upon construction phasing. Grantee’s Contractor shall schedule a final walk through with Grantor upon completion of the Replacement Irrigation Facilities work. Notice of the final walk through shall be provided by Grantee’s Contractor in accordance with the notice provisions outlined below. After Grantor’s concerns from the final walk through have been addressed by Grantee’s Contractor, Grantor shall provide Grantee’s Contractor with written final acceptance of the Replacement Irrigation Facility (Final Acceptance) which shall not be unreasonably withheld by Grantor. A draft version of the Final Acceptance document is attached hereto as Exhibit “C”. After Grantor has signed the Final Acceptance, Grantor will own all the Replacement Irrigation Facilities located on Grantor’s property and be fully responsible for all maintenance, repair, upkeep and replacement of such Replacement Irrigation Facilities. Grantee and Grantee’s Contractor shall then be fully released from any and all liability for such maintenance, repair, upkeep and replacement of such Replacement Irrigation Facilities. When Grantee provides Grantee’s Contractor with a notice to proceed for construction of Grantee’s project (NTP), Grantee shall notify Grantor within 90 days that such NTP has been issued and provide the contact information of Grantee’s Contractor with whom to coordinate the irrigation design and construction. All communications, notices and correspondence regarding the design and construction of the Replacement Irrigation Facilities shall be exchanged between Grantor, Grantee, and Grantee’s Contractor by email or certified mail or handed in-person. Either party may from time to time designate in writing a new or substitute contact, if needed. The following contacts for the Grantee and Grantor are as follows:

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions
		For the Grantee: Brian Spain CDOT Region 5 Right of Way Manager 3803 N. Main Ave., Suite 300 Durango, CO 81301 Phone: 970.385.1434 email: brian.spain@state.co.us For the Grantor: Ronnie Maxwell 61 Dvorak Lane Durango, CO 81303 Phone: 970-749-0089 The provisions of the Memorandum of Agreement applicable to the Replacement Irrigation Facilities will survive the closing of Parcel Nos. RW-15 and TE-15 and be binding upon and inure to the benefit of the Grantor, Grantee, Grantee’s Contractor and their respective heirs, personal representatives, successors, and assigns. Furthermore, the covenants, conditions and restrictions contained herein applicable to the Replacement Irrigation Facilities, shall run with the land and shall survive any transfer of title of interest in the property owned by Grantor.
RW-16 TE-16	James W. Davenport and Rosalie Rea	Memorandum of Agreement (MOA) dated 1/6/26, a copy of which is located in Book 4, Contract Documents. The MOA defines improvements to be removed as “1 tree”. Paragraph 2 under <i>Other conditions</i> states as follows: The Temporary Easement described on the attached Exhibit(s) A is required for fence installation, irrigation ditch construction, driveway construction and construction of associated highway improvements. The Fee ROW is required for highway expansion and associated improvements. Further, it is understood and agreed between the parties that: a. The Temporary Easement shall commence seven (7) calendar days after the Grantee, or the Grantee through its contractor, delivers written notice to the Grantor (“Commencement Date”) and will terminate 3 years from the Commencement Date (“Initial Term”). If the Project is not completed within the Initial Term, Grantee, or the Grantee through its contractor, may give notice to Grantor thirty (30) calendar days prior to the expiration of the Initial Term that it is exercising the optional 4th and/or 5th year term(s) of the Temporary Easement. A new Memorandum of Agreement shall be executed upon each Temporary Easement Extension and additional payments will be rendered upon extension. Temporary Easement Extensions will include incentive payments calculated on the total FMV of all acquisitions (included in the amounts listed above). b. At its sole cost and expense, GRANTEE shall repair and restore the Temporary Easement areas (“Affected Areas”) and return said Affected Area(s) to a condition reasonably similar to or better than that which existed prior to GRANTEE’s entry, excepting the repair or restoration of Improvements paid to GRANTOR by GRANTEE and included in the Net Total above. The just compensation to be paid to the landowner for exercising the option for the 4th and 5th year is defined in the MOA as follows: Temporary Easement (shown in attached exhibits) TE-16 (optional 4th year term - 15% increase from FMV of year 1 + incentive): 0.324 acres (14,124 sq. ft.) \$.90/sq. ft. x 15%/year = \$2,778 Temporary Easement (shown in attached exhibits) TE-16 (optional 5th year term - 18% increase from FMV of year 1 + incentive): 0.324 acres (14,124 sq. ft.) \$.90/sq. ft. x 15%/year = \$2,810 Note that the contractor is responsible for providing the required seven (7) calendar day notice to the Grantor (landowner) prior to the initial entry onto Parcel No. TE-16. If the contractor needs an optional 4th and/or 5th year for Parcel No. TE-16, the contractor is required to provide the required thirty (30) day notice to the Grantor (landowner) of its intent to exercise such options, and the contractor is required to negotiate and obtain execution of the required new Memorandum of Agreement(s) with the Grantor (landowner) for such options and to pay the Grantor (landowner) the above stated just compensation for such option(s). Prior coordination with and approval by CDOT is required for the exercise of any option for additional time for Parcel No. TE-16. Paragraph 3 under the second <i>Other conditions</i> states the following: The Temporary Easement Area is to remain free of parked cars during contractor construction operations. Paragraph 4 under the second <i>Other conditions</i> states the following: Certain private irrigation facilities owned by the Grantor are located on Parcel No. RW-16 and will be removed and relocated by Grantee’s project, hereinafter referred to as “Removal Irrigation

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions
		Facilities”. Grantee’s design-build contractor (Grantee’s Contractor) will design, and construct modified replacement irrigation facilities to be located on Parcel No. TE-16 that will replace the Removed Irrigation Facilities (hereinafter referred to as “Replacement Irrigation Facilities”). The Removal Irrigation Facilities and Replacement Irrigation Facilities are generally illustrated in a plan sheet, that includes additional information, attached hereto as Exhibit “B”. The Replacement Irrigation Facilities will be designed and constructed to replace the historic quantity and quality of historic irrigation flows. Grantor hereby grants Grantee and Grantee’s Contractor a right of entry onto Grantor’s property outside of Parcel No. TE-16 for Construction of the Replacement Irrigation Facilities, if needed. If Grantee’s Contractor enters Grantor’s property outside of Parcel No. TE-16 for such construction purpose, Grantee’s Contractor will, at Grantee’s sole cost and expense, reconstruct the portion of Grantor’s property occupied to a condition reasonably similar to that which existed prior to Grantee’s Contractor’s entry. Grantor agrees to reasonably cooperate and work collaboratively with Grantee’s Contractor on coordination of the design and construction of the Replacement Irrigation Facilities. Grantee’s Contractor may request additional information and/or documentation about the Removal Irrigation Facilities to inform the design and construction of the Replacement Irrigation Facilities. To the extent possible, Grantee has captured certain design criteria for the Replacement Irrigation Facilities to be constructed (e.g. flow dates, flow quantities (if made available by Grantor), minimum pipe size and material type, size of ditch, conceptual alignment and diversions, as applicable). Grantee’s Contractor will provide to Grantor the design of Replacement Irrigation Facility prior to starting construction of the Replacement Irrigation Facility. If Grantor has any material issues with the Replacement Irrigation Facilities as they are being designed, constructed, tested, or in operation prior to completion of the Replacement Irrigation Facilities, Grantor should discuss such issues with Grantee’s Contractor. Work on Grantor’s Replacement Irrigation Facilities shall not impair or impact the conveyance of irrigation water during irrigation season, April 1 through October 31st of each year, unless written approval is given by Grantor. Grantee’s Contractor shall be responsible for maintaining irrigation flows through the Removal Irrigation Facilities during construction of Grantee’s project until flows from the Removal Irrigation Facilities are changed to the Replacement Irrigation Facilities. Grantee’s Contractor may, however, be required to temporarily modify the existing irrigation conveyance based upon construction phasing. Grantee’s Contractor shall schedule a final walk through with Grantor upon completion of the Replacement Irrigation Facilities work. Notice of the final walk through shall be provided by Grantee’s Contractor in accordance with the notice provisions outlined below. After Grantor’s concerns from the final walk through have been addressed by Grantee’s Contractor, Grantor shall provide Grantee’s Contractor with written final acceptance of the Replacement Irrigation Facility (Final Acceptance) which shall not be unreasonably withheld by Grantor. A draft version of the Final Acceptance document is attached hereto as Exhibit “C”. After Grantor has signed the Final Acceptance, Grantor will own all the Replacement Irrigation Facilities located on Grantor’s property and be fully responsible for all maintenance, repair, upkeep and replacement of such Replacement Irrigation Facilities. Grantee and Grantee’s Contractor shall then be fully released from any and all liability for such maintenance, repair, upkeep and replacement of such Replacement Irrigation Facilities. When Grantee provides Grantee’s Contractor with a notice to proceed for construction of Grantee’s project (NTP), Grantee shall notify Grantor within 90 days that such NTP has been issued and provide the contact information of Grantee’s Contractor with whom to coordinate the irrigation design and construction. All communications, notices and correspondence regarding the design and construction of the Replacement Irrigation Facilities shall be exchanged between Grantor, Grantee, and Grantee’s Contractor by email or certified mail or handed in-person. Either party may from time to time designate in writing a new or substitute contact, if needed. The following contacts for the Grantee and Grantor are as follows: For the Grantee: Brian Spain CDOT Region 5 Right of Way Manager 3803 N. Main Ave., Suite 300 Durango, CO 81301 Phone: 970.385.1434 email: brian.spain@state.co.us For the Grantor: Jim Davenport 31360 E US HWY 160 Durango, CO 81303 Phone: 970-903-7984 The provisions of the Memorandum of Agreement applicable to the Replacement Irrigation Facilities will survive the closing of Parcel Nos. RW-16 and TE-16 and be binding upon and inure to the benefit of the Grantor, Grantee, Grantee’s Contractor and their respective heirs, personal representatives, successors, and assigns. Furthermore, the covenants, conditions and restrictions contained herein applicable to the Replacement Irrigation Facilities, shall run with the land and shall survive any transfer of title of interest in the property owned by Grantor.

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions
RW-17 TE-17	Paul Davenport and Jane P. Davenport	Memorandum of Agreement (MOA) dated 1/13/26, a copy of which is located in Book 4, Contract Documents. The MOA defines improvements to be removed as “1 tree”. Paragraph 2 under <i>Other conditions</i> states as follows: The Temporary Easement described on the attached Exhibit(s) A is required for fence installation, irrigation ditch construction, driveway construction and construction of associated highway improvements. The Fee ROW is required for highway expansion and associated improvements. The Fee ROW is required for highway expansion and associated improvements. Further, it is understood and agreed between the parties that: a. The Temporary Easement(s) shall commence seven (7) calendar days after the Grantee, or the Grantee through its contractor, delivers written notice to the Grantor (“Commencement Date”) and will terminate 3 years from the Commencement Date (“Initial Term”). If the Project is not completed within the Initial Term, Grantee, or the Grantee through its contractor, may give notice to Grantor thirty (30) calendar days prior to the expiration of the Initial Term that it is exercising the optional 4th and/or 5th year term(s) of the Temporary Easement. A new Memorandum of Agreement shall be executed upon each Temporary Easement Extension and additional payments will be rendered upon extension. Temporary Easement Extensions will include incentive payments calculated on the total FMV of all acquisitions. b. At its sole cost and expense, GRANTEE shall repair and restore the Temporary Easement areas (“Affected Areas”) and return said Affected Area(s) to a condition reasonably similar to or better than that which existed prior to GRANTEE’s entry, excepting the repair or restoration of Improvements paid to GRANTOR by GRANTEE and included in the Net Total above. The just compensation to be paid to the landowner for exercising the option for the 4th and 5th year is defined in the MOA as follows: Temporary Easement (shown in attached exhibits) TE-17 (optional 4th year term - 15% increase from FMV of year 1 + incentive)*: 0.521 acres (22,706 sq. ft.) \$.90/sq. ft. (x 15%/year)* = \$4,406 Temporary Easement (shown in attached exhibits) TE-17 (optional 5th year term - 18% increase from FMV of year 1 + incentive)*: 0.521 acres (22,706 sq. ft.) \$.90/sq. ft. x 15%/year = \$4,512 Note that the contractor is responsible for providing the required seven (7) calendar day notice to the Grantor (landowner) prior to the initial entry onto Parcel No. TE-17. If the contractor needs an optional 4th and/or 5th year for Parcel No. TE-17, the contractor is required to provide the required thirty (30) day notice to the Grantor (landowner) of its intent to exercise such options, and the contractor is required to negotiate and obtain execution of the required new Memorandum of Agreement(s) with the Grantor (landowner) for such options and to pay the Grantor (landowner) the above stated just compensation for such option(s). Prior coordination with and approval by CDOT is required for the exercise of any option for additional time for Parcel No. TE-17. Paragraph 3 under the second <i>Other conditions</i> states the following: The Temporary Easement Area is to remain free of parked cars during contractor construction operations. Paragraph 4 under the second <i>Other conditions</i> states the following: Certain private irrigation facilities owned by the Grantor are located on Parcel No. RW-17 and will be removed and relocated by Grantee’s project, hereinafter referred to as “Removal Irrigation Facilities”. Grantee’s design-build contractor (Grantee’s Contractor) will design, and construct modified replacement irrigation facilities to be located on Parcel No. TE-17 that will replace the Removed Irrigation Facilities (hereinafter referred to as “Replacement Irrigation Facilities”). The Removal Irrigation Facilities and Replacement Irrigation Facilities are generally illustrated in a plan sheet, that includes additional information, attached hereto as Exhibit “B”. The Replacement Irrigation Facilities will be designed and constructed to replace the historic quantity and quality of historic irrigation flows. Grantor hereby grants Grantee and Grantee’s Contractor a right of entry onto Grantor’s property outside of Parcel No. TE-17 for Construction of the Replacement Irrigation Facilities, if needed. If Grantee’s Contractor enters Grantor’s property outside of Parcel No. TE-17 for such construction purpose, Grantee’s Contractor will, at Grantee’s sole cost and expense, reconstruct the portion of Grantor’s property occupied to a condition reasonably similar to that which existed prior to Grantee’s Contractor’s entry. Grantor agrees to reasonably cooperate and work collaboratively with Grantee’s Contractor on coordination of the design and construction of the Replacement Irrigation Facilities. Grantee’s Contractor may request additional information and/or documentation about the Removal Irrigation Facilities to inform the design and construction of the Replacement Irrigation Facilities. To the extent possible, Grantee has captured certain design criteria for the Replacement Irrigation Facilities to be constructed (e.g. flow dates, flow quantities (if made available by Grantor), minimum pipe size and material type, size of ditch, conceptual alignment and diversions, as applicable). Grantee’s Contractor will provide to Grantor the design of Replacement Irrigation Facility prior to starting

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions
		construction of the Replacement Irrigation Facility. If Grantor has any material issues with the Replacement Irrigation Facilities as they are being designed, constructed, tested, or in operation prior to completion of the Replacement Irrigation Facilities, Grantor should discuss such issues with Grantee’s Contractor. Work on Grantor’s Replacement Irrigation Facilities shall not impair or impact the conveyance of irrigation water during irrigation season, April 1 through October 31st of each year, unless written approval is given by Grantor. Grantee’s Contractor shall be responsible for maintaining irrigation flows through the Removal Irrigation Facilities during construction of Grantee’s project until flows from the Removal Irrigation Facilities are changed to the Replacement Irrigation Facilities. Grantee’s Contractor may, however, be required to temporarily modify the existing irrigation conveyance based upon construction phasing. Grantee’s Contractor shall schedule a final walk through with Grantor upon completion of the Replacement Irrigation Facilities work. Notice of the final walk through shall be provided by Grantee’s Contractor in accordance with the notice provisions outlined below. After Grantor’s concerns from the final walk through have been addressed by Grantee’s Contractor, Grantor shall provide Grantee’s Contractor with written final acceptance of the Replacement Irrigation Facility (Final Acceptance) which shall not be unreasonably withheld by Grantor. A draft version of the Final Acceptance document is attached hereto as Exhibit “C”. After Grantor has signed the Final Acceptance, Grantor will own all the Replacement Irrigation Facilities located on Grantor’s property and be fully responsible for all maintenance, repair, upkeep and replacement of such Replacement Irrigation Facilities. Grantee and Grantee’s Contractor shall then be fully released from any and all liability for such maintenance, repair, upkeep and replacement of such Replacement Irrigation Facilities. When Grantee provides Grantee’s Contractor with a notice to proceed for construction of Grantee’s project (NTP), Grantee shall notify Grantor within 90 days that such NTP has been issued and provide the contact information of Grantee’s Contractor with whom to coordinate the irrigation design and construction. All communications, notices and correspondence regarding the design and construction of the Replacement Irrigation Facilities shall be exchanged between Grantor, Grantee, and Grantee’s Contractor by email or certified mail or handed in-person. Either party may from time to time designate in writing a new or substitute contact, if needed. The following contacts for the Grantee and Grantor are as follows: For the Grantee: Brian Spain CDOT Region 5 Right of Way Manager 3803 N. Main Ave., Suite 300 Durango, CO 81301 Phone: 970.385.1434 email: brian.spain@state.co.us For the Grantor: Paul Davenport 31368 E US HWY 160 Durango, CO 81303 Phone: 970-769-9622 The provisions of the Memorandum of Agreement applicable to the Replacement Irrigation Facilities will survive the closing of Parcel Nos. RW-17 and TE-17 and be binding upon and inure to the benefit of the Grantor, Grantee, Grantee’s Contractor and their respective heirs, personal representatives, successors, and assigns. Furthermore, the covenants, conditions and restrictions contained herein applicable to the Replacement Irrigation Facilities, shall run with the land and shall survive any transfer of title of interest in the property owned by Grantor.
RW-18 TE-18	The Estate of Carol Jamieson	Memorandum of Agreement (MOA) dated 4/14/26, a copy of which is located in Book 4, Contract Documents. The MOA defines improvements to be removed as “Barn 2,176 SF, 429 LF fence, and 5 trees”. Paragraph 2 under <i>Other conditions</i> states as follows: The Temporary Easement described on the attached Exhibit(s) A is required for fence installation and construction of associated highway improvements. The Fee ROW is required for highway expansion and associated improvements. The Fee ROW is required for highway expansion and associated improvements. Fee ROW is required for highway expansion and associated highway improvements. Further, it is understood and agreed between the parties that: a. The Temporary Easement(s) shall commence seven (7) calendar days after the Grantee, or the Grantee through its contractor, delivers written notice to the Grantor (“Commencement Date”) and will terminate 3 years from the Commencement Date (“Initial Term”). If the Project is not completed within the Initial Term, Grantee, or the Grantee through its contractor, may give notice to Grantor thirty (30) calendar days prior to the expiration of the Initial Term that it is exercising the optional 4th and/or 5th year term(s) of the Temporary Easement. A new Memorandum of Agreement

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions
		shall be executed upon each Temporary Easement Extension and additional payments will be rendered upon extension. Temporary Easement Extensions include incentive payments and are included in the amounts listed above. b. At its sole cost and expense, GRANTEE shall repair and restore the Temporary Easement areas (“Affected Areas”) and return said Affected Area(s) to a condition reasonably similar to or better than that which existed prior to GRANTEE’s entry, excepting the repair or restoration of Improvements paid to GRANTOR by GRANTEE and included in the Net Total above. The just compensation to be paid to the landowner for exercising the option for the 4th and 5th year is defined in the MOA as follows: Temporary Easement (shown in attached exhibits) TE-18 (optional 4th year term - 15% increase from FMV of year 1 + incentive): 0.238 acres \$19,500/acre x 15%/year = \$1,000 Temporary Easement (shown in attached exhibits) TE-18 (optional 5th year term - 18% increase from FMV of year 1 + incentive): 0.238 acres \$19,500/acre x 15%/year = \$1,076 Note that the contractor is responsible for providing the required seven (7) calendar day notice to the Grantor (landowner) prior to the initial entry onto Parcel No. TE-18. If the contractor needs an optional 4th and/or 5th year for Parcel No. TE-18, the contractor is required to provide the required thirty (30) day notice to the Grantor (landowner) of its intent to exercise such options, and the contractor is required to negotiate and obtain execution of the required new Memorandum of Agreement(s) with the Grantor (landowner) for such options and to pay the Grantor (landowner) the above stated just compensation for such option(s). Prior coordination with and approval by CDOT is required for the exercise of any option for additional time for Parcel No. TE-18. Paragraph 3 under the second <i>Other conditions</i> states the following: The Temporary Easement Area is to remain free of parked cars during contractor construction operations. Paragraph 4 under the second <i>Other conditions</i> states the following: A portion of the settlement in the amount of \$40,223.56 is included as a cost-to-cure payment for the drilling, installation, and connection of a replacement domestic water well necessitated by the project. This amount is based on an estimate obtained by the property owner and reviewed for reasonableness. The property owner shall be solely responsible for hiring contractors, obtaining permits, drilling the well, and completing all work associated with the replacement well. CDOT does not guarantee the quality, quantity, or production of water from the replacement well and shall not be responsible for the success or failure of the well. The cost-to-cure payment is a one-time payment and is intended to fully compensate the property owner for all costs associated with the replacement well. CDOT shall not be responsible for any additional costs, change orders, cost overruns, additional drilling, replacement wells, water treatment systems, storage systems or future maintenance. Acceptance of this payment constitutes full and final settlement for all impacts to the existing well and water system caused by the project, and no additional compensation related to the well shall be owed by CDOT. Because CDOT is funding a replacement well, the existing well and associated equipment become CDOT property and may not be removed, salvaged, or reused by the owner.
RW-19 TE-19	Robert Carmon and Katherine M. Carmon	No agreement. In negotiation.
RW-20 TE-20	Richard Gallegos and Nancy C. Gallegos	Memorandum of Agreement (MOA) dated 12/18/25, a copy of which is located in Book 4, Contract Documents. The MOA does NOT define any improvements to be removed. Paragraph 2 under <i>Other conditions</i> states as follows: The Land and Temporary Easement(s) described on the attached Exhibit(s) A is required for fence installation, driveway construction, detour construction, and construction of associated highway improvements which is the temporary easement, highway expansion and associated improvements which is for Fee ROW. Further, it is understood and agreed between the parties that: a. The Temporary Easement(s) shall commence seven (7) calendar days after the Grantee, or the Grantee through its contractor, delivers written notice to the Grantor (“Commencement Date”) and will terminate 3 years from the Commencement Date (“Initial Term”). If the Project is not completed within the Initial Term, Grantee, or the Grantee through its contractor, may give notice to Grantor thirty (30) calendar days prior to the expiration of the Initial Term that it is exercising the optional 4th and/or 5th year term(s) of the Temporary Easement. A new Memorandum of Agreement

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions
		shall be executed upon each Temporary Easement Extension and additional payments will be rendered upon extension. Temporary Easement Extensions will include incentive payments calculated on the total FMV of all acquisitions. b. At its sole cost and expense, GRANTEE shall repair and restore the Temporary Easement areas (“Affected Areas”) and return said Affected Area(s) to a condition reasonably similar to or better than that which existed prior to GRANTEE’s entry, excepting the repair or restoration of Improvements paid to GRANTOR by GRANTEE and included in the Net Total above. The just compensation to be paid to the landowner for exercising the option for the 4th and 5th year is defined in the MOA as follows: Temporary Easement (shown in attached exhibits) TE-20 (optional 4th year term - 15% increase from FMV of year 1 + incentive): 0.021 acres TE= \$271 +95 = \$366 Temporary Easement (shown in attached exhibits) TE-20 (optional 5th year term - 18% increase from FMV of year 1 + incentive): 0.021 acres TE= \$278 +95 = \$375 Note that the contractor is responsible for providing the required seven (7) calendar day notice to the Grantor (landowner) prior to the initial entry onto Parcel No. TE-20. If the contractor needs an optional 4th and/or 5th year for Parcel No. TE-20, the contractor is required to provide the required thirty (30) day notice to the Grantor (landowner) of its intent to exercise such options, and the contractor is required to negotiate and obtain execution of the required new Memorandum of Agreement(s) with the Grantor (landowner) for such options and to pay the Grantor (landowner) the above stated just compensation for such option(s). Prior coordination with and approval by CDOT is required for the exercise of any option for additional time for Parcel No. TE-20. Paragraph 3 under the second <i>Other conditions</i> states the following: The Temporary Easement Area is to remain free of parked cars during contractor construction operations. Paragraph 4 under the second <i>Other conditions</i> states the following: Irrigation: NOTE: Landowner is “Grantor” CDOT is “Grantee” Certain private irrigation facilities owned by the Grantor are located on Parcel No. RW-20 and will be removed and relocated by Grantee’s project, hereinafter referred to as “Removal Irrigation Facilities”. Grantee’s design-build contractor (Grantee’s Contractor) will design, and construct modified replacement irrigation facilities to be located on Parcel No. TE-20 that will replace the Removed Irrigation Facilities (hereinafter referred to as “Replacement Irrigation Facilities”). The Removal Irrigation Facilities and Replacement Irrigation Facilities are generally illustrated in a plan sheet, that includes additional information, attached hereto as Exhibit “B”. The Replacement Irrigation Facilities will be designed and constructed to replace the historic quantity and quality of historic irrigation flows. Grantor hereby grants Grantee and Grantee’s Contractor a right of entry onto Grantor’s property outside of Parcel No. TE-20 for Construction of the Replacement Irrigation Facilities, if needed. If Grantee’s Contractor enters Grantor’s property outside of Parcel No. TE-20 for such construction purpose, Grantee’s Contractor will, at Grantee’s sole cost and expense, reconstruct the portion of Grantor’s property occupied to a condition reasonably similar to that which existed prior to Grantee’s Contractor’s entry. Grantor agrees to reasonably cooperate and work collaboratively with Grantee’s Contractor on coordination of the design and construction of the Replacement Irrigation Facilities. Grantee’s Contractor may request additional information and/or documentation about the Removal Irrigation Facilities to inform the design and construction of the Replacement Irrigation Facilities. To the extent possible, Grantee has captured certain design criteria for the Replacement Irrigation Facilities to be constructed (e.g. flow dates, flow quantities (if made available by Grantor), minimum pipe size and material type, size of ditch, conceptual alignment and diversions, as applicable). Grantee’s Contractor will provide to Grantor the design of Replacement Irrigation Facility prior to starting construction of the Replacement Irrigation Facility. If Grantor has any material issues with the Replacement Irrigation Facilities as they are being designed, constructed, tested, or in operation prior to completion of the Replacement Irrigation Facilities, Grantor should discuss such issues with Grantee’s Contractor. Work on Grantor’s Replacement Irrigation Facilities shall not impair or impact the conveyance of irrigation water during irrigation season, April 1 through October 31st of each year, unless written approval is given by Grantor. Grantee’s Contractor shall be responsible for maintaining irrigation flows through the Removal Irrigation Facilities during construction of Grantee’s project until flows

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions
		from the Removal Irrigation Facilities are changed to the Replacement Irrigation Facilities. Grantee’s Contractor may, however, be required to temporarily modify the existing irrigation conveyance based upon construction phasing. Grantee’s Contractor shall schedule a final walk through with Grantor upon completion of the Replacement Irrigation Facilities work. Notice of the final walk through shall be provided by Grantee’s Contractor in accordance with the notice provisions outlined below. After Grantor’s concerns from the final walk through have been addressed by Grantee’s Contractor, Grantor shall provide Grantee’s Contractor with written final acceptance of the Replacement Irrigation Facility (Final Acceptance) which shall not be unreasonably withheld by Grantor. A draft version of the Final Acceptance document is attached hereto as Exhibit “C”. After Grantor has signed the Final Acceptance, Grantor will own all the Replacement Irrigation Facilities located on Grantor’s property and be fully responsible for all maintenance, repair, upkeep and replacement of such Replacement Irrigation Facilities. Grantee and Grantee’s Contractor shall then be fully released from any and all liability for such maintenance, repair, upkeep and replacement of such Replacement Irrigation Facilities. When Grantee provides Grantee’s Contractor with a notice to proceed for construction of Grantee’s project (NTP), Grantee shall notify Grantor within 90 days that such NTP has been issued and provide the contact information of Grantee’s Contractor with whom to coordinate the irrigation design and construction. All communications, notices and correspondence regarding the design and construction of the Replacement Irrigation Facilities shall be exchanged between Grantor, Grantee, and Grantee’s Contractor by email or certified mail or handed in-person. Either party may from time to time designate in writing a new or substitute contact, if needed. The following contacts for the Grantee and Grantor are as follows: For the Grantee: Brian Spain CDOT Region 5 Right of Way Manager 3803 N. Main Ave., Suite 300 Durango, CO 81301 Phone: 970.385.1434 email: brian.spain@state.co.us For the Grantor: Richard & Nancy Gallegos 64 Cole Ranch Road Durango, CO 81301 Phone: 970-946-8964 email: c.gallegos.1@hotmail.com The provisions of the Memorandum of Agreement applicable to the Replacement Irrigation Facilities will survive the closing of Parcel Nos. RW-20 and TE-20 and be binding upon and inure to the benefit of the Grantor, Grantee, Grantee’s Contractor and their respective heirs, personal representatives, successors, and assigns. Furthermore, the covenants, conditions and restrictions contained herein applicable to the Replacement Irrigation Facilities, shall run with the land and shall survive any transfer of title of interest in the property owned by Grantor.
RW-21 PE-21 TE-21	Daryl Evan Crone & Diedre Crone Farrell	Memorandum of Agreement (MOA) dated 12/30/25, a copy of which is located in Book 4, Contract Documents. The MOA defines improvements to be removed as “Fencing 85 LF, 5 trees”. Paragraph 2 under <i>Other conditions</i> states as follows: The Land and Temporary Easement(s) described on the attached Exhibit(s) A is required for fence installation, driveway construction, detour construction, and construction of associated highway improvements which is the temporary easement, highway expansion and associated improvements which is for Fee ROW. Further, it is understood and agreed between the parties that: a. The Temporary Easement(s) shall commence seven (7) calendar days after the Grantee, or the Grantee through its contractor, delivers written notice to the Grantor (“Commencement Date”) and will terminate 3 years from the Commencement Date (“Initial Term”). If the Project is not completed within the Initial Term, Grantee, or the Grantee through its contractor, may give notice to Grantor thirty (30) calendar days prior to the expiration of the Initial Term that it is exercising the optional 4th and/or 5th year term(s) of the Temporary Easement. A new Memorandum of Agreement shall be executed upon each Temporary Easement Extension and additional payments will be rendered upon extension. Temporary Easement Extensions will include incentive payments calculated on the total FMV of all acquisitions. b. At its sole cost and expense, GRANTEE shall repair and restore the Temporary Easement areas (“Affected Areas”) and return said Affected Area(s) to a condition reasonably similar to or better than that which existed prior to GRANTEE’s entry, excepting the repair or restoration of Improvements paid to GRANTOR by GRANTEE and included in the Net Total above.

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions
		The just compensation to be paid to the landowner for exercising the option for the 4th and 5th year is defined in the MOA as follows: Temporary Easement (shown in attached exhibits) TE-21 (optional 4th year term - 15% increase from FMV of year 1 + incentive): 0.164 acres TE= \$2,522 + \$631 = \$3,153 Temporary Easement (shown in attached exhibits) TE-21 (optional 5th year term - 18% increase from FMV of year 1 + incentive): 0.164 acres TE= \$2,588 + \$647 = \$3,235 Note that the contractor is responsible for providing the required seven (7) calendar day notice to the Grantor (landowner) prior to the initial entry onto Parcel No. TE-20. If the contractor needs an optional 4th and/or 5th year for Parcel No. TE-21, the contractor is required to provide the required thirty (30) day notice to the Grantor (landowner) of its intent to exercise such options, and the contractor is required to negotiate and obtain execution of the required new Memorandum of Agreement(s) with the Grantor (landowner) for such options and to pay the Grantor (landowner) the above stated just compensation for such option(s). Prior coordination with and approval by CDOT is required for the exercise of any option for additional time for Parcel No. TE-21. Paragraph 3 under the second <i>Other conditions</i> states the following: The Temporary Easement Area is to remain free of parked cars during contractor construction operations. Paragraph 4 under the second <i>Other conditions</i> states the following: Irrigation: NOTE: Landowner is “Grantor” CDOT is “Grantee” Certain private irrigation facilities owned by the Grantor are located on Parcel No. RW-21 and will be removed and relocated by Grantee’s project, hereinafter referred to as “Removal Irrigation Facilities”. Grantee’s design-build contractor (Grantee’s Contractor) will design, and construct modified replacement irrigation facilities to be located on Parcel No. TE-21 and PE-21 that will replace the Removed Irrigation Facilities (hereinafter referred to as “Replacement Irrigation Facilities”). The Removal Irrigation Facilities and Replacement Irrigation Facilities are generally illustrated in a plan sheet, that includes additional information, attached hereto as Exhibit “B”. The Replacement Irrigation Facilities will be designed and constructed to replace the historic quantity and quality of historic irrigation flows. Grantor hereby grants Grantee and Grantee’s Contractor a right of entry onto Grantor’s property outside of Parcel No. TE-21 and PE-21 for Construction of the Replacement Irrigation Facilities, if needed. If Grantee’s Contractor enters Grantor’s property outside of Parcel No. TE-21 and PE-21 for such construction purpose, Grantee’s Contractor will, at Grantee’s sole cost and expense, reconstruct the portion of Grantor’s property occupied to a condition reasonably similar to that which existed prior to Grantee’s Contractor’s entry. Grantor agrees to reasonably cooperate and work collaboratively with Grantee’s Contractor on coordination of the design and construction of the Replacement Irrigation Facilities. Grantee’s Contractor may request additional information and/or documentation about the Removal Irrigation Facilities to inform the design and construction of the Replacement Irrigation Facilities. To the extent possible, Grantee has captured certain design criteria for the Replacement Irrigation Facilities to be constructed (e.g. flow dates, flow quantities (if made available by Grantor), minimum pipe size and material type, size of ditch, conceptual alignment and diversions, as applicable). Grantee’s Contractor will provide to Grantor the design of Replacement Irrigation Facility prior to starting construction of the Replacement Irrigation Facility. If Grantor has any material issues with the Replacement Irrigation Facilities as they are being designed, constructed, tested, or in operation prior to completion of the Replacement Irrigation Facilities, Grantor should discuss such issues with Grantee’s Contractor. Work on Grantor’s Replacement Irrigation Facilities shall not impair or impact the conveyance of irrigation water during irrigation season, April 1 through October 31st of each year, unless written approval is given by Grantor. Grantee’s Contractor shall be responsible for maintaining irrigation flows through the Removal Irrigation Facilities during construction of Grantee’s project until flows from the Removal Irrigation Facilities are changed to the Replacement Irrigation Facilities. Grantee’s Contractor may, however, be required to temporarily modify the existing irrigation conveyance based upon construction phasing. Grantee’s Contractor shall schedule a final walk through with Grantor upon completion of the Replacement Irrigation Facilities work. Notice of the final walk through shall be provided by Grantee’s Contractor in accordance with the notice provisions outlined below. After Grantor’s concerns from the final walk through have been addressed by Grantee’s Contractor, Grantor shall provide Grantee’s Contractor with written final acceptance of the Replacement Irrigation Facility (Final Acceptance) which shall not be unreasonably withheld by Grantor. A draft version of the Final Acceptance document is attached hereto as Exhibit “C”.

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions
		After Grantor has signed the Final Acceptance, Grantor will own all the Replacement Irrigation Facilities located on Grantor’s property and be fully responsible for all maintenance, repair, upkeep and replacement of such Replacement Irrigation Facilities. Grantee and Grantee’s Contractor shall then be fully released from any and all liability for such maintenance, repair, upkeep and replacement of such Replacement Irrigation Facilities. When Grantee provides Grantee’s Contractor with a notice to proceed for construction of Grantee’s project (NTP), Grantee shall notify Grantor within 90 days that such NTP has been issued and provide the contact information of Grantee’s Contractor with whom to coordinate the irrigation design and construction. All communications, notices and correspondence regarding the design and construction of the Replacement Irrigation Facilities shall be exchanged between Grantor, Grantee, and Grantee’s Contractor by email or certified mail or handed in-person. Either party may from time to time designate in writing a new or substitute contact, if needed. The following contacts for the Grantee and Grantor are as follows: For the Grantee: Brian Spain CDOT Region 5 Right of Way Manager 3803 N. Main Ave., Suite 300 Durango, CO 81301 Phone: 970.385.1434 email: brian.spain@state.co.us For the Grantor: Darryl Evan Crone & Diedre Crone Farrell 1080 Fulson Street #316 San Francisco, CA 94103 Phone: 619-851-1525 email: dcluvsmusic@yahoo.com The provisions of the Memorandum of Agreement applicable to the Replacement Irrigation Facilities will survive the closing of Parcel Nos. RW-21, PE-21 and TE-21 and be binding upon and inure to the benefit of the Grantor, Grantee, Grantee’s Contractor and their respective heirs, personal representatives, successors, and assigns. Furthermore, the covenants, conditions and restrictions contained herein applicable to the Replacement Irrigation Facilities, shall run with the land and shall survive any transfer of title of interest in the property owned by Grantor.
RW-22 TE-22	Michael A. May	Memorandum of Agreement (MOA) dated 3/13/26, a copy of which is located in Book 4, Contract Documents. The MOA defines improvements to be removed as “10 trees (cottonwoods, aspens). Paragraph 2 under <i>Other conditions</i> states as follows: The Land and Temporary Easement(s) described on the attached Exhibit(s) A is required for fence installation, driveway construction, detour construction, and construction of associated highway improvements which is the temporary easement, highway expansion and associated improvements which is for Fee ROW. Further, it is understood and agreed between the parties that: a. The Temporary Easement(s) shall commence seven (7) calendar days after the Grantee, or the Grantee through its contractor, delivers written notice to the Grantor (“Commencement Date”) and will terminate 3 years from the Commencement Date (“Initial Term”). If the Project is not completed within the Initial Term, Grantee, or the Grantee through its contractor, may give notice to Grantor thirty (30) calendar days prior to the expiration of the Initial Term that it is exercising the optional 4th and/or 5th year term(s) of the Temporary Easement. A new Memorandum of Agreement shall be executed upon each Temporary Easement Extension and additional payments will be rendered upon extension. Temporary Easement Extensions will include incentive payments calculated on the total FMV of all acquisitions. b. At its sole cost and expense, GRANTEE shall repair and restore the Temporary Easement areas (“Affected Areas”) and return said Affected Area(s) to a condition reasonably similar to or better than that which existed prior to GRANTEE’s entry, new access will <u>be constructed at a reasonable gradient</u> to accommodate existing commercial vehicle use (which will be addressed in the 138), excepting the repair or restoration of Improvements paid to GRANTOR by GRANTEE and included in the Net Total above. The just compensation to be paid to the landowner for exercising the option for the 4th and 5th year is defined in the MOA as follows: Temporary Easement (shown in attached exhibits) TE-22 (optional 4th year term - 15% increase from FMV of year 1 + incentive): 0.386 acres TE= \$1,665 + \$583 = \$2,248 Temporary Easement (shown in attached exhibits) TE-22 (optional 5th year term - 18% increase from FMV of year 1 + incentive): 0.386 acres TE= \$1,708 + \$598 = \$2,306 Note that the contractor is responsible for providing the required seven (7) calendar day notice to the Grantor (landowner) prior to the initial entry onto Parcel No. TE-22. If the contractor needs an optional 4th and/or 5th year for Parcel No. TE-22, the contractor is required to provide the required thirty (30) day notice to the Grantor (landowner) of its intent to exercise such options, and the

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions
		contractor is required to negotiate and obtain execution of the required new Memorandum of Agreement(s) with the Grantor (landowner) for such options and to pay the Grantor (landowner) the above stated just compensation for such option(s). Prior coordination with and approval by CDOT is required for the exercise of any option for additional time for Parcel No. TE-22. Paragraph 3 under the <i>Other conditions</i> states the following: The Temporary Easement Area is to remain free of parked cars during contractor construction operations. Paragraph 4 under the <i>Other conditions</i> states the following: Any fencing removed from the Temporary Easement will be replaced in like or better condition that exists at the time of removal. Paragraph 5 under the <i>Other conditions</i> states the following: Irrigation: Certain private irrigation facilities owned by the Grantor are located on Parcel No. RW-22 and will be removed and relocated by Grantee’s project, hereinafter referred to as “Removal Irrigation Facilities”. Grantee’s design-build contractor (Grantee’s Contractor) will design, and construct modified replacement irrigation facilities to be located on Parcel No. TE-22 that will replace the Removed Irrigation Facilities (hereinafter referred to as “Replacement Irrigation Facilities”). The Removal Irrigation Facilities and Replacement Irrigation Facilities are generally illustrated in a plan sheet, that includes additional information, attached hereto as Exhibit “B”. The Replacement Irrigation Facilities will be designed and constructed to replace the historic quantity and quality of historic irrigation flows. Grantor agrees to reasonably cooperate and work collaboratively with Grantee’s Contractor on coordination of the design and construction of the Replacement Irrigation Facilities. Grantee’s Contractor may request additional information and/or documentation about the Removal Irrigation Facilities to inform the design and construction of the Replacement Irrigation Facilities. To the extent possible, Grantee has captured certain design criteria for the Replacement Irrigation Facilities to be constructed (e.g. flow dates, flow quantities (if made available by Grantor), minimum pipe size and material type, size of ditch, conceptual alignment and diversions, as applicable). Grantee’s Contractor will provide to Grantor the design of Replacement Irrigation Facility prior to starting construction of the Replacement Irrigation Facility. If Grantor has any material issues with the Replacement Irrigation Facilities as they are being designed, constructed, tested, or in operation prior to completion of the Replacement Irrigation Facilities, Grantor should discuss such issues with Grantee’s Contractor. Work on Grantor’s Replacement Irrigation Facilities shall not impair or impact the conveyance of irrigation water during irrigation season, April 1 through October 31st of each year, unless written approval is given by Grantor. Grantee’s Contractor shall be responsible for maintaining irrigation flows through the Removal Irrigation Facilities during construction of Grantee’s project until flows from the Removal Irrigation Facilities are changed to the Replacement Irrigation Facilities. Grantee’s Contractor may, however, be required to temporarily modify the existing irrigation conveyance based upon construction phasing. Grantee’s Contractor shall schedule a final walk through with Grantor upon completion of the Replacement Irrigation Facilities work. Notice of the final walk through shall be provided by Grantee’s Contractor in accordance with the notice provisions outlined below. After Grantor’s concerns from the final walk through have been addressed by Grantee’s Contractor, Grantor shall provide Grantee’s Contractor with written final acceptance of the Replacement Irrigation Facility (Final Acceptance) which shall not be unreasonably withheld by Grantor. A draft version of the Final Acceptance document is attached hereto as Exhibit “C”. After Grantor has signed the Final Acceptance, Grantor will own all the Replacement Irrigation Facilities located on Grantor’s property and be fully responsible for all maintenance, repair, upkeep and replacement of such Replacement Irrigation Facilities. Grantee and Grantee’s Contractor shall then be fully released from any and all liability for such maintenance, repair, upkeep and replacement of such Replacement Irrigation Facilities. When Grantee provides Grantee’s Contractor with a notice to proceed for construction of Grantee’s project (NTP), Grantee shall notify Grantor within 90 days that such NTP has been issued and provide the contact information of Grantee’s Contractor with whom to coordinate the irrigation design and construction. 6: Driveway Construction Notice: CDOT is providing 32’wide road up to the new ROW line with 45’radii that ties into the edge of travel lane (not actual edge of pavement) as what’s dictated by the Access Code. This appears to create

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions		
		a larger apron than what is shown now. CDOT is also buffering the radii with additional class 6 shoulder material to further stabilize the pavement at the radii. The access road will then transition back to existing as it heads north beyond the ROW. CDOT is matching what is out there or providing greater width if necessary to convey semis through the constrained area of the deer guard with vertical fence that runs along the sides of it in the direction of travel. A 32’deer guard will be installed. Grantee and/or its contractor shall ensure access to Grantee’s property will remain and accessible for all residential uses, emergency vehicles, and commercial uses, including semi tractors and trailers, at all times during construction period. All communications, notices and correspondence regarding the design and construction of the Replacement Irrigation Facilities shall be exchanged between Grantor, Grantee, and Grantee’s Contractor by email or certified mail or handed in-person. Either party may from time to time designate in writing a new or substitute contact, if needed. The following contacts for the Grantee and Grantor are as follows: <table><tr><td>For the Grantee: Brian Spain CDOT Region 5 Right of Way Manager 3803 N. Main Ave., Suite 300 Durango, CO 81301 Phone: 970.385.1434 email: brian.spain@state.co.us</td><td>For the Grantor: Michael May 452 Jenkins Road Durango, CO 81301 Phone: 970-759-5894 email: mayinsulation@gmail.com</td></tr></table> The provisions of the Memorandum of Agreement applicable to the Replacement Irrigation Facilities will survive the closing of Parcel Nos. RW-22, TE-22 and be binding upon and inure to the benefit of the Grantor, Grantee, Grantee’s Contractor and their respective heirs, personal representatives, successors, and assigns. Furthermore, the covenants, conditions and restrictions contained herein applicable to the Replacement Irrigation Facilities, shall run with the land and shall survive any transfer of title of interest in the property owned by Grantor.	For the Grantee: Brian Spain CDOT Region 5 Right of Way Manager 3803 N. Main Ave., Suite 300 Durango, CO 81301 Phone: 970.385.1434 email: brian.spain@state.co.us	For the Grantor: Michael May 452 Jenkins Road Durango, CO 81301 Phone: 970-759-5894 email: mayinsulation@gmail.com
For the Grantee: Brian Spain CDOT Region 5 Right of Way Manager 3803 N. Main Ave., Suite 300 Durango, CO 81301 Phone: 970.385.1434 email: brian.spain@state.co.us	For the Grantor: Michael May 452 Jenkins Road Durango, CO 81301 Phone: 970-759-5894 email: mayinsulation@gmail.com			
TE-23	United States of America	Letter dated July 28, 2025 from Nicholas Glidden, District Ranger, United States Department of Agriculture, Forest Service, Columbine Ranger District. The letter, wherein the Forest Service confirms that a “special use permit is not required”, includes the following provisions: Construction activities on NFS lands will include the installation of a deer guard within the new access as part of the wildlife mitigation system. The deer guard will require minor excavation for the concrete vault and minor grading to ensure the driveway surface matches the deer guard height. The wildlife exclusion fence will be 8 feet in height with wood posts and woven wire. The new fence will extend both east and west from the deer guard along the CDOT right of way boundary. Fence installation will require a 10-foot wide temporary use area along the north boundary of the NFS parcel to provide the contractor with adequate space to construct the fence. There is an existing irrigation pipe along the north parcel boundary and the contractor will be instructed to protect this irrigation pipe in place, and its location will be documented on the construction plans. Moreover, the conveyance of the drainage and this irrigation system that runs from the west side of Cole Ranch Road and continues east onto the parcel will maintain the same historical flow patterns. This irrigation system is proposed to be piped under the newly constructed Cole Ranch access and will then connect back into the existing pipe system along the north boundary and remain separated from the drainage ditch flows to match the existing condition. In addition, irrigation systems on properties west or northwest of the NFS land that serve the NFS land will also be protected and will maintain their same historical flow patterns. CDOT and the contractor will work with property owners along the project corridor to incorporate temporary fencing as needed during construction to support all agricultural uses of adjacent properties. Reconstruction of the Cole Ranch highway access with a deer guard and exclusion fence will necessitate the operation of heavy machinery within the NFS parcel. Anticipated heavy equipment may include: a mini excavator, forklift, wheel loader, drum roller for compaction and possibly a small dump truck to spread earthen fill and haul roadway aggregate. The equipment to be used to remove and replace the right of way fencing with the wildlife exclusion fence would include a post hole auger or a small pile driver implement on a skid steer for the removal and installation of fence posts, a small concrete drum mixer for bracing, and a forklift or pickup to transport materials. If the project changes from what is described above, please contact us to determine if your use continues to qualify for a permit waiver. Likewise, if any factor associated with NFS lands, resources, or programs (such as the discovery of an endangered species in the area) changes and there is no longer a basis for the permit waiver, we will contact you in writing to rescind the permit waiver determination.		

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions
RW-24 TE-24	Stansell, LLC	Memorandum of Agreement (MOA) dated 1/7/26, a copy of which is located in Book 4, Contract Documents. The MOA defines improvements to be removed as “Sign and Wire Fencing”. Paragraph 2 under <i>Other conditions</i> states as follows: The Land and Temporary Easement(s) described on the attached Exhibit(s) A is required for fence installation, driveway construction, detour construction, and construction of associated highway improvements which is the temporary easement, highway expansion and associated improvements which is for Fee ROW. Further, it is understood and agreed between the parties that: a. The Temporary Easement(s) shall commence seven (7) calendar days after the Grantee, or the Grantee through its contractor, delivers written notice to the Grantor (“Commencement Date”) and will terminate 3 years from the Commencement Date (“Initial Term”). If the Project is not completed within the Initial Term, Grantee, or the Grantee through its contractor, may give notice to Grantor thirty (30) calendar days prior to the expiration of the Initial Term that it is exercising the optional 4th and/or 5th year term(s) of the Temporary Easement. A new Memorandum of Agreement shall be executed upon each Temporary Easement Extension and additional payments will be rendered upon extension. Temporary Easement Extensions will include incentive payments calculated on the total FMV of all acquisitions. b. At its sole cost and expense, GRANTEE shall repair and restore the Temporary Easement areas (“Affected Areas”) and return said Affected Area(s) to a condition reasonably similar to or better than that which existed prior to GRANTEE’s entry, excepting the repair or restoration of Improvements paid to GRANTOR by GRANTEE and included in the Net Total above. The just compensation to be paid to the landowner for exercising the option for the 4th and 5th year is defined in the MOA as follows: Temporary Easement (shown in attached exhibits) TE-24 (optional 4th year term - 15% increase from FMV of year 1 + incentive): 0.177 \$794 + \$278 = \$1,072 Temporary Easement (shown in attached exhibits) TE-24 (optional 5th year term - 18% increase from FMV of year 1 + incentive): 0.177 \$851+\$285=\$1,100 Note that the contractor is responsible for providing the required seven (7) calendar day notice to the Grantor (landowner) prior to the initial entry onto Parcel No. TE-24. If the contractor needs an optional 4th and/or 5th year for Parcel No. TE-24, the contractor is required to provide the required thirty (30) day notice to the Grantor (landowner) of its intent to exercise such options, and the contractor is required to negotiate and obtain execution of the required new Memorandum of Agreement(s) with the Grantor (landowner) for such options and to pay the Grantor (landowner) the above stated just compensation for such option(s). Prior coordination with and approval by CDOT is required for the exercise of any option for additional time for Parcel No. TE-24. Paragraph 3 under the <i>Other conditions</i> states the following: The Temporary Easement Area is to remain free of parked cars during contractor construction operations.
RW-25 TE-25	Ramos Farms, LLC	Memorandum of Agreement (MOA) dated 12/23/25, a copy of which is located in Book 4, Contract Documents. The MOA defines improvements to be removed as “Wire Fencing 160 LF, 83 trees and 1 metal gate”. Paragraph 2 under <i>Other conditions</i> states as follows: The Land and Temporary Easement(s) described on the attached Exhibit(s) A is required for fence installation, driveway construction, detour construction, and construction of associated highway improvements which is the temporary easement, highway expansion and associated improvements which is for Fee ROW. Further, it is understood and agreed between the parties that: a. The Temporary Easement(s) shall commence seven (7) calendar days after the Grantee, or the Grantee through its contractor, delivers written notice to the Grantor (“Commencement Date”) and will terminate 3 years from the Commencement Date (“Initial Term”). If the Project is not completed within the Initial Term, Grantee, or the Grantee through its contractor, may give notice to Grantor thirty (30) calendar days prior to the expiration of the Initial Term that it is exercising the optional 4th and/or 5th year term(s) of the Temporary Easement. A new Memorandum of Agreement shall be executed upon each Temporary Easement Extension and additional payments will be rendered upon extension. Temporary Easement Extensions will include incentive payments calculated on the total FMV of all acquisitions.

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions
		b. At its sole cost and expense, GRANTEE shall repair and restore the Temporary Easement areas (“Affected Areas”) and return said Affected Area(s) to a condition reasonably similar to or better than that which existed prior to GRANTEE’s entry, excepting the repair or restoration of Improvements paid to GRANTOR by GRANTEE and included in the Net Total above. The just compensation to be paid to the landowner for exercising the option for the 4th and 5th year is defined in the MOA as follows: Temporary Easement (shown in attached exhibits) TE-25 (optional 4th year term - 15% increase from FMV of year 1 + incentive): 0.28 acres \$1,280 +\$320=\$1,600 Temporary Easement (shown in attached exhibits) TE-25 (optional 5th year term - 18% increase from FMV of year 1 + incentive): 0.28 acres \$1,641 + \$313 =\$1,641 Note that the contractor is responsible for providing the required seven (7) calendar day notice to the Grantor (landowner) prior to the initial entry onto Parcel No. TE-25. If the contractor needs an optional 4th and/or 5th year for Parcel No. TE-25, the contractor is required to provide the required thirty (30) day notice to the Grantor (landowner) of its intent to exercise such options, and the contractor is required to negotiate and obtain execution of the required new Memorandum of Agreement(s) with the Grantor (landowner) for such options and to pay the Grantor (landowner) the above stated just compensation for such option(s). Prior coordination with and approval by CDOT is required for the exercise of any option for additional time for Parcel No. TE-25. Paragraph 3 under the <i>Other conditions</i> states the following: The Temporary Easement Area is to remain free of parked cars during contractor construction operations.
RW-26 TE-26	Los Prados Homeowners Association, Inc.	Memorandum of Agreement (MOA) dated 2/16/26, a copy of which is located in Book 4, Contract Documents. The MOA defines improvements to be removed as “2 trees, 16,597 Sq.ft. sprinkler system”. <i>Additional Conditions</i> states: ADA compliant gate to road. Paragraph 2 under <i>Other conditions</i> states as follows: The Temporary Easement(s) described on the attached Exhibit(s) A is required for fence installation, driveway construction, and construction of associated highway improvements. Fee ROW required for highway expansion and associated improvements. Further, it is understood and agreed between the parties that: a. The Temporary Easement(s) shall commence seven (7) calendar days after the Grantee, or the Grantee through its contractor, delivers written notice to the Grantor (“Commencement Date”) and will terminate 3 years from the Commencement Date (“Initial Term”). If the Project is not completed within the Initial Term, Grantee, or the Grantee through its contractor, may give notice to Grantor thirty (30) calendar days prior to the expiration of the Initial Term that it is exercising the optional 4th and/or 5th year term(s) of the Temporary Easement. A new Memorandum of Agreement shall be executed upon each Temporary Easement Extension and additional payments will be rendered upon extension. Temporary Easement Extensions will include incentive payments calculated on the total FMV of all acquisitions. b. At its sole cost and expense, GRANTEE shall repair and restore the Temporary Easement areas (“Affected Areas”) and return said Affected Area(s) to a condition reasonably similar to or better than that which existed prior to GRANTEE’s entry, excepting the repair or restoration of Improvements paid to GRANTOR by GRANTEE and included in the Net Total above. The just compensation to be paid to the landowner for exercising the option for the 4th and 5th year is defined in the MOA as follows: Temporary Easement (shown in attached exhibits) TE-26 (optional 4th year term - 15% increase from FMV of year 1 + incentive): 0.38 acres \$6,000 (x 15%/year) \$540 Temporary Easement (shown in attached exhibits) TE-26 (optional 5th year term - 18% increase from FMV of year 1 + incentive): 0.38 acres \$6,000 (x 15%/year) \$545 Note that the contractor is responsible for providing the required seven (7) calendar day notice to the Grantor (landowner) prior to the initial entry onto Parcel No. TE-26. If the contractor needs an optional 4th and/or 5th year for Parcel No. TE-26, the contractor is required to provide the required thirty (30) day notice to the Grantor (landowner) of its intent to exercise such options, and the

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions
		contractor is required to negotiate and obtain execution of the required new Memorandum of Agreement(s) with the Grantor (landowner) for such options and to pay the Grantor (landowner) the above stated just compensation for such option(s). Prior coordination with and approval by CDOT is required for the exercise of any option for additional time for Parcel No. TE-26. Paragraph 3 under the <i>Other conditions</i> states the following: The Temporary Easement Area is to remain free of parked cars during contractor construction operations. Paragraph 4 under the <i>Other conditions</i> states the following: Certain private irrigation facilities owned by the Grantor are located on La Plata County Parcel No. 5673083020003 aka 50 Cole Ranch Rd., Durango, CO and La Plata County Parcel No. 567308300040 aka 3178 E US Hwy 160, Durango, CO and will be removed and relocated by Grantee’s project, hereinafter referred to as “Removal Irrigation Facilities”. Grantee’s design-build contractor (Grantee’s Contractor) will design, and construct modified replacement irrigation facilities to be located on Parcel No. TE-22 that will replace the Removed Irrigation Facilities (hereinafter referred to as “Replacement Irrigation Facilities”). The Removal Irrigation Facilities and Replacement Irrigation Facilities are generally illustrated in a plan sheet, that includes additional information, attached hereto as Exhibit “B”. The Replacement Irrigation Facilities will be designed and constructed to replace the historic quantity and quality of historic irrigation flows. Grantor hereby grants Grantee and Grantee’s Contractor a right of entry onto Grantor’s property outside of Parcel No. TE-26 for such construction purpose, if needed. If Grantee’s Contractor enters Grantor’s property outside of Parcel No. TE-26 for such construction purpose , Grantee’s Contractor will, at Grantee’s sole cost and expense, reconstruct the portion of Grantor’s property occupied to a condition reasonably similar to that which existed prior to Grantee’s Contractor’s entry. Grantor agrees to reasonably cooperate and work collaboratively with Grantee’s Contractor on coordination of the design and construction of the Replacement Irrigation Facilities. Grantee’s Contractor may request additional information and/or documentation about the Removal Irrigation Facilities to inform the design and construction of the Replacement Irrigation Facilities. To the extent possible, Grantee has captured certain design criteria for the Replacement Irrigation Facilities to be constructed (e.g. flow dates, flow quantities (if made available by Grantor), minimum pipe size and material type, size of ditch, conceptual alignment and diversions, as applicable). Grantee’s Contractor will provide to Grantor the design of Replacement Irrigation Facility prior to starting construction of the Replacement Irrigation Facility. If Grantor has any material issues with the Replacement Irrigation Facilities as they are being designed, constructed, tested, or in operation prior to completion of the Replacement Irrigation Facilities, Grantor should discuss such issues with Grantee’s Contractor. Work on Grantor’s Replacement Irrigation Facilities shall not impair or impact the conveyance of irrigation water during irrigation season, April 1 through October 31st of each year, unless written approval is given by Grantor. Grantee’s Contractor shall be responsible for maintaining irrigation flows through the Removal Irrigation Facilities during construction of Grantee’s project until flows from the Removal Irrigation Facilities are changed to the Replacement Irrigation Facilities. Grantee’s Contractor may, however, be required to temporarily modify the existing irrigation conveyance based upon construction phasing. Grantee’s Contractor shall schedule a final walk through with Grantor upon completion of the Replacement Irrigation Facilities work. Notice of the final walk through shall be provided by Grantee’s Contractor in accordance with the notice provisions outlined below. After Grantor’s concerns from the final walk through have been addressed by Grantee’s Contractor, Grantor shall provide Grantee’s Contractor with written final acceptance of the Replacement Irrigation Facility (Final Acceptance) which shall not be unreasonably withheld by Grantor. A draft version of the Final Acceptance document is attached hereto as Exhibit “C”. After Grantor has signed the Final Acceptance, Grantor will own all the Replacement Irrigation Facilities located on Grantor’s property and be fully responsible for all maintenance, repair, upkeep and replacement of such Replacement Irrigation Facilities. Grantee and Grantee’s Contractor shall then be fully released from any and all liability for such maintenance, repair, upkeep and replacement of such Replacement Irrigation Facilities. When Grantee provides Grantee’s Contractor with a notice to proceed for construction of Grantee’s project (NTP), Grantee shall notify Grantor within 90 days that such NTP has been issued and provide the contact information of Grantee’s Contractor with whom to coordinate the irrigation design and construction. All communications, notices and correspondence regarding the design and construction of the Replacement Irrigation Facilities shall be exchanged between Grantor, Grantee, and Grantee’s Contractor by email or certified mail or handed in-person. Either party may from time to time designate in writing a new or substitute contact, if needed. The following contacts for the Grantee and Grantor are as follows: For the Grantee: Brian Spain For the Grantor: Los Prados Homeowners Association, Inc.

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions
		CDOT Region 5 Right of Way Manager 3803 N. Main Ave., Suite 300 Durango, CO 81301 Phone: 970.385.1434 email: brian.spain@state.co.us Attn: Mike Botts P.O. Box 519 Durango, CO 81302 Phone: 970-799-3030 The provisions of the Memorandum of Agreement applicable to the Replacement Irrigation Facilities will survive the closing of Parcel Nos. RW-26 and TE-26 and be binding upon and inure to the benefit of the Grantor, Grantee, Grantee’s Contractor and their respective heirs, personal representatives, successors, and assigns. Furthermore, the covenants, conditions and restrictions contained herein applicable to the Replacement Irrigation Facilities, shall run with the land and shall survive any transfer of title of interest in the property owned by Grantor.
RW-27 TE-27	Rudolfo Ramos Palacios and Katherin L. Ramos	Memorandum of Agreement (MOA) dated 12/17/25, a copy of which is located in Book 4, Contract Documents. The MOA defines improvements to be removed as “Wire Fencing 30 LF, 17 trees”. Paragraph 2 under <i>Other conditions</i> states as follows: The Land and Temporary Easement(s) described on the attached Exhibit(s) A is required for fence installation, driveway construction, detour construction, and construction of associated highway improvements which is the temporary easement, highway expansion and associated improvements which is for Fee ROW. Further, it is understood and agreed between the parties that: a. The Temporary Easement(s) shall commence seven (7) calendar days after the Grantee, or the Grantee through its contractor, delivers written notice to the Grantor (“Commencement Date”) and will terminate 3 years from the Commencement Date (“Initial Term”). If the Project is not completed within the Initial Term, Grantee, or the Grantee through its contractor, may give notice to Grantor thirty (30) calendar days prior to the expiration of the Initial Term that it is exercising the optional 4th and/or 5th year term(s) of the Temporary Easement. A new Memorandum of Agreement shall be executed upon each Temporary Easement Extension and additional payments will be rendered upon extension. Temporary Easement Extensions will include incentive payments calculated on the total FMV of all acquisitions. b. At its sole cost and expense, GRANTEE shall repair and restore the Temporary Easement areas (“Affected Areas”) and return said Affected Area(s) to a condition reasonably similar to or better than that which existed prior to GRANTEE’s entry, excepting the repair or restoration of Improvements paid to GRANTOR by GRANTEE and included in the Net Total above. The just compensation to be paid to the landowner for exercising the option for the 4th and 5th year is defined in the MOA as follows: Temporary Easement (shown in attached exhibits) TE-27 (optional 4th year term - 15% increase from FMV of year 1 + incentive): 0.306 acres \$1,531 +\$383=\$1,914 Temporary Easement (shown in attached exhibits) TE-27 (optional 5th year term - 18% increase from FMV of year 1 + incentive): 0.306 acres \$1,571 + \$393 =\$1,964 Note that the contractor is responsible for providing the required seven (7) calendar day notice to the Grantor (landowner) prior to the initial entry onto Parcel No. TE-27. If the contractor needs an optional 4th and/or 5th year for Parcel No. TE-27, the contractor is required to provide the required thirty (30) day notice to the Grantor (landowner) of its intent to exercise such options, and the contractor is required to negotiate and obtain execution of the required new Memorandum of Agreement(s) with the Grantor (landowner) for such options and to pay the Grantor (landowner) the above stated just compensation for such option(s). Prior coordination with and approval by CDOT is required for the exercise of any option for additional time for Parcel No. TE-27. Paragraph 3 under the <i>Other conditions</i> states the following: The Temporary Easement Area is to remain free of parked cars during contractor construction operations.
RW-28 TE-28	Cheryl Morris Coffey	Memorandum of Agreement (MOA) dated 12/20/25, a copy of which is located in Book 4, Contract Documents. The MOA defines improvements to be removed as “40 linear feet of cross fencing, 2 trees”. Paragraph 2 under <i>Other conditions</i> states as follows:

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions
		The Land, Permanent Easements, and Temporary Easement(s) described on the attached Exhibit(s) A is required for fence installation, driveway construction and construction of associated county road improvements. Fee ROW required for CR 223 realignment for highway expansion and associated improvements. Further, it is understood and agreed between the parties that: a. The Temporary Easement(s) shall commence seven (7) calendar days after the Grantee, or the Grantee through its contractor, delivers written notice to the Grantor (“Commencement Date”) and will terminate 3 years from the Commencement Date (“Initial Term”). If the Project is not completed within the Initial Term, Grantee, or the Grantee through its contractor, may give notice to Grantor thirty (30) calendar days prior to the expiration of the Initial Term that it is exercising the optional 4th and/or 5th year term(s) of the Temporary Easement. A new Memorandum of Agreement shall be executed upon each Temporary Easement Extension and additional payments will be rendered upon extension. Temporary Easement Extensions will include incentive payments calculated on the total FMV of all acquisitions. b. At its sole cost and expense, GRANTEE shall repair and restore the Temporary Easement areas (“Affected Areas”) and return said Affected Area(s) to a condition reasonably similar to or better than that which existed prior to GRANTEE’s entry, excepting the repair or restoration of Improvements paid to GRANTOR by GRANTEE and included in the Net Total above. The just compensation to be paid to the landowner for exercising the option for the 4th and 5th year is defined in the MOA as follows: Temporary Easement (shown in attached exhibits) TE-28 (optional 4th year term - 15% increase from FMV of year 1 + incentive): \$26,500/ac (x15%/year+15% incentive) \$1,120 Temporary Easement (shown in attached exhibits) TE-28 (optional 5th year term - 18% increase from FMV of year 1 + incentive): \$26,500/ac (x15%/year+15% incentive) \$1,149 Note that the contractor is responsible for providing the required seven (7) calendar day notice to the Grantor (landowner) prior to the initial entry onto Parcel No. TE-27. If the contractor needs an optional 4th and/or 5th year for Parcel No. TE-27, the contractor is required to provide the required thirty (30) day notice to the Grantor (landowner) of its intent to exercise such options, and the contractor is required to negotiate and obtain execution of the required new Memorandum of Agreement(s) with the Grantor (landowner) for such options and to pay the Grantor (landowner) the above stated just compensation for such option(s). Prior coordination with and approval by CDOT is required for the exercise of any option for additional time for Parcel No. TE-27. Paragraph 4 under the <i>Other conditions</i> states the following: The Temporary Easement Area is to remain free of parked cars during contractor construction operations.
RW-29 TE-29	Lisa D. Murphy	No agreement. In negotiation. THERE IS NO CURRENT AGREEMENT WITH THIS LANDOWNER, BUT THE CURRENT TERMS AND CONDITIONS OF THE MEMORANDUM OF AGREEMENT BEING NEGOTIATED ARE SET FORTH BELOW. THE FINAL VERSION OF THIS LANGUAGE MAY CHANGE WHEN THIS MEMORANDUM OF AGREEMENT IS FINALIZED. THIS LANGUAGE IS BEING PROVIDED TO CONTRACTOR TO ADVISE THE CONTRACTOR OF POSSIBLE TERMS AND CONDITIONS THE CONTRACTOR MAY BE REQUIRED TO COMPLY WITH SO THE CONTRACTOR HAS NOTICE OF THESE POSSIBLE TERMS AND CONDITIONS. THE CONTRACTOR WILL BE PROVIDED WITH A COPY OF THE FULLY EXECUTED MEMORANDUM OF AGREEMENT AFTER IT IS FINALIZED AND SIGNED. The undated, unsigned draft of Memorandum of Agreement includes the following: The undated, unsigned draft MOA defines improvements to be removed as “30 LF fence, 6 trees and Water Spring/Water Right (McLean Spring)”. The proposed Other conditions states as follows: If, following construction, the location and condition of the spring allow for a lease or disposal back to Ms. Murphy without affecting highway operations or public safety, CDOT will make reasonable efforts to coordinate with Ms. Murphy on that process. Any such arrangement would, however, have to comply with the applicable federal and agency requirements Proposed paragraph 2 of the Other conditions may state as follows: The Land and Temporary Easement described on the attached Exhibit(s) A is required for fence installation and construction of associated highway improvements. The Fee ROW is required for highway expansion and associated improvements. Further, it is understood and agreed between the parties that:

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions
		a. The Temporary Easement(s) shall commence seven (7) calendar days after the Grantee, or the Grantee through its contractor, delivers written notice to the Grantor (“Commencement Date”) and will terminate 3 years from the Commencement Date (“Initial Term”). If the Project is not completed within the Initial Term, Grantee, or the Grantee through its contractor, may give notice to Grantor thirty (30) calendar days prior to the expiration of the Initial Term that it is exercising the optional 4th and/or 5th year term(s) of the Temporary Easement. A new Memorandum of Agreement shall be executed upon each Temporary Easement Extension and additional payments will be rendered upon extension. Temporary Easement Extensions will include incentive payments calculated on the total FMV of all acquisitions. b. At its sole cost and expense, GRANTEE shall repair and restore the Temporary Easement areas (“Affected Areas”) and return said Affected Area(s) to a condition reasonably similar to or better than that which existed prior to GRANTEE’s entry, excepting the repair or restoration of Improvements paid to GRANTOR by GRANTEE and included in the Net Total above. The just compensation to be paid to the landowner for exercising the option for the 4th and 5th year is defined in the draft MOA as follows: Temporary Easement (shown in attached exhibits) TE-29 (optional 4th year term - 15% increase from FMV of year 1 + incentive): 3,882 sq.ft. \$1.10/SF (x15%/year) = \$995 Temporary Easement (shown in attached exhibits) TE-29 (optional 5th year term - 18% increase from FMV of year 1 + incentive): 3,882 sq.ft. \$1.10/SF (x15%/year) = \$1,021 Note that, if a provision similar to the above is included in the final memorandum of agreement, contractor will be responsible for providing the required seven (7) calendar day notice to the Grantor (landowner) prior to the initial entry onto Parcel No. TE-29. If a provision similar to the above is included in the final memorandum of agreement, if the contractor needs an optional 4th and/or 5th year for Parcel No. TE-29, the contractor will be required to provide the required thirty (30) day notice to the Grantor (landowner) of its intent to exercise such options, and the contractor will be required to negotiate and obtain execution of the required new Memorandum of Agreement(s) with the Grantor (landowner) for such options and to pay the Grantor (landowner) the above stated just compensation for such option(s). if a provision similar to the above is included in the final memorandum of agreement, prior coordination with and approval by CDOT will be required for the exercise of any option for additional time for Parcel No. TE-29. Proposed paragraph 3 under the Other conditions states the following: The Temporary Easement Area is to remain free of parked cars during contractor construction operations.
RW-30 TE-30	Judy M. Sauck aka Judy M. Tinker	Memorandum of Agreement (MOA) dated 2/12/26, a copy of which is located in Book 4, Contract Documents. The MOA defines improvements to be removed as “96 LF wire fencing/posts and 300 SF gravel driveway”. Paragraph 2 under <i>Other conditions</i> states as follows: The Temporary Easement described on the attached Exhibit(s) A is required for fence installation, driveway construction and construction of associated highway improvements. The Fee ROW is required for highway expansion and associated improvements. Further, it is understood and agreed between the parties that: a. The Temporary Easement(s) shall commence seven (7) calendar days after the Grantee, or the Grantee through its contractor, delivers written notice to the Grantor (“Commencement Date”) and will terminate 3 years from the Commencement Date (“Initial Term”). If the Project is not completed within the Initial Term, Grantee, or the Grantee through its contractor, may give notice to Grantor thirty (30) calendar days prior to the expiration of the Initial Term that it is exercising the optional 4th and/or 5th year term(s) of the Temporary Easement. A new Memorandum of Agreement shall be executed upon each Temporary Easement Extension and additional payments will be rendered upon extension. Temporary Easement Extensions will include incentive payments calculated on the total FMV of all acquisitions. b. At its sole cost and expense, GRANTEE shall repair and restore the Temporary Easement areas (“Affected Areas”) and return said Affected Area(s) to a condition reasonably similar to or better than that which existed prior to GRANTEE’s entry, excepting the repair or restoration of Improvements paid to GRANTOR by GRANTEE and included in the Net Total above. The just compensation to be paid to the landowner for exercising the option for the 4th and 5th year is defined in the MOA as follows:

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions
		Temporary Easement (shown in attached exhibits) TE-30 (optional 4th year term - 15% increase from FMV of year 1 + incentive): 0.669 acres \$10,685/acre (x15%/year) \$1541 Temporary Easement (shown in attached exhibits) TE-30 (optional 5th year term - 18% increase from FMV of year 1 + incentive): 0.669 acres \$10,685/acre (x15%/year) \$1581 Note that the contractor is responsible for providing the required seven (7) calendar day notice to the Grantor (landowner) prior to the initial entry onto Parcel No. TE-30. If the contractor needs an optional 4th and/or 5th year for Parcel No. TE-30, the contractor is required to provide the required thirty (30) day notice to the Grantor (landowner) of its intent to exercise such options, and the contractor is required to negotiate and obtain execution of the required new Memorandum of Agreement(s) with the Grantor (landowner) for such options and to pay the Grantor (landowner) the above stated just compensation for such option(s). Prior coordination with and approval by CDOT is required for the exercise of any option for additional time for Parcel No. TE-30. Paragraph 3 under the <i>Other conditions</i> states the following: The Temporary Easement Area is to remain free of parked cars during contractor construction operations.
RW-31 RW-31A 31-WH TE-31 TE-31A	W. Gary Robison and Judy S. Robison	Memorandum of Agreement (MOA) dated 4/8/26, a copy of which is located in Book 4, Contract Documents. The MOA does NOT identify any improvements to be removed. <i>Additional Conditions</i> states: ADA compliant gate to road. Paragraph 1 under <i>Other conditions</i> states as follows: The Land and Temporary Easement(s) described on the attached Exhibit(s) A are for fence installation, driveway construction, irrigation facilities, detour construction, and construction of associated highway improvements which is the temporary easement, highway expansion and associated improvements which is for Fee ROW. Further, it is understood and agreed between the parties that: a. The Temporary Easement(s) shall commence seven (7) calendar days after the Grantee, or the Grantee through its contractor, delivers written notice to the Grantor (“Commencement Date”) and will terminate 3 years from the Commencement Date (“Initial Term”). If the Project is not completed within the Initial Term, Grantee, or the Grantee through its contractor, may give notice to Grantor thirty (30) calendar days prior to the expiration of the Initial Term that it is exercising the optional 4th and/or 5th year term(s) of the Temporary Easement. A new Memorandum of Agreement shall be executed upon each Temporary Easement Extension and additional payments will be rendered upon extension. Temporary Easement Extensions will include incentive payments calculated on the total FMV of all acquisitions. b. At its sole cost and expense, GRANTEE shall repair and restore the Temporary Easement areas (“Affected Areas”) and return said Affected Area(s) to a condition reasonably similar to or better than that which existed prior to GRANTEE’s entry, excepting the repair or restoration of Improvements paid to GRANTOR by GRANTEE and included in the Net Total above. The just compensation to be paid to the landowner for exercising the option for the 4th and 5th year is defined in the MOA as follows: Temporary Easement (shown in attached exhibits) TE-31 (optional 4th year term - 15% increase from FMV of year 1 + incentive): 1.296 acres (55,289 Sq. Ft.) TE= \$5,472 + \$1,094= \$6,566 Temporary Easement (shown in attached exhibits) TE-31 (optional 5th year term - 18% increase from FMV of year 1 + incentive): 1.296 acres (55,289 Sq. Ft.) TE= \$5,615 + \$1,123= \$6,738 Temporary Easement (shown in attached exhibits) TE-31A (optional 4th year term - 15% increase from FMV of year 1 + incentive): .296 acres (12,904 Sq. Ft.) TE= \$1,277 + \$255= \$1,532 Temporary Easement (shown in attached exhibits) TE-31A (optional 5th year term - 18% increase from FMV of year 1 + incentive): .296 acres (12,904 Sq. Ft.) TE= \$1,310 + \$262= \$1,572 Note that the contractor is responsible for providing the required seven (7) calendar day notice to the Grantor (landowner) prior to the initial entry onto Parcel Nos. TE-31 and TE-31A. If the contractor needs an optional 4th and/or 5th year for Parcel Nos. TE-31 and TE-31A, the contractor is required to provide the required thirty (30) day notice to the Grantor (landowner) of its intent to exercise such options, and the contractor is required to negotiate and obtain execution of the required new Memorandum of Agreement(s) with the Grantor (landowner) for such options and to pay

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions
		the Grantor (landowner) the above stated just compensation for such option(s). Prior coordination with and approval by CDOT is required for the exercise of any option for additional time for Parcel Nos. TE-31 and TE-31A. Paragraph 2 under the <i>Other conditions</i> states the following: The Temporary Easement Area is to remain free of parked cars during contractor construction operations. Paragraph 3 under the <i>Other conditions</i> states the following: Irrigation: NOTE: Landowner is “Grantor” CDOT is “Grantee” Certain private irrigation facilities owned by the Grantor are located on La Plata County Parcel No. RW-31, RW-31A, 31-WH and will be removed and relocated by Grantee’s project, hereinafter referred to as “Removal Irrigation Facilities”. Grantee’s design-build contractor (Grantee’s Contractor) will design, and construct modified replacement irrigation facilities to be located on Parcel No. TE-31 and TE-31A that will replace the Removed Irrigation Facilities (hereinafter referred to as “Replacement Irrigation Facilities”). The Removal Irrigation Facilities and Replacement Irrigation Facilities are generally illustrated in a plan sheet, that includes additional information, attached hereto as Exhibit “B”. The Replacement Irrigation Facilities will be designed and constructed to replace the historic quantity and quality of historic irrigation flows. Grantor hereby grants Grantee and Grantee’s Contractor a right of entry onto Grantor’s property outside of Parcel No. TE-10 (note that this is an error, it should be TE-31) and PE-10 (note that his is an error, it should be TE-31A) for such construction purpose, if needed. If Grantee’s Contractor enters Grantor’s property outside of Parcel No. T Parcel No. TE-10 (note that this is an error, it should be TE-31) and PE-10 (note that his is an error, it should be TE-31A) for such construction purpose , Grantee’s Contractor will, at Grantee’s sole cost and expense, reconstruct the portion of Grantor’s property occupied to a condition reasonably similar to that which existed prior to Grantee’s Contractor’s entry. Grantor agrees to reasonably cooperate and work collaboratively with Grantee’s Contractor on coordination of the design and construction of the Replacement Irrigation Facilities. Grantee’s Contractor may request additional information and/or documentation about the Removal Irrigation Facilities to inform the design and construction of the Replacement Irrigation Facilities. To the extent possible, Grantee has captured certain design criteria for the Replacement Irrigation Facilities to be constructed (e.g. flow dates, flow quantities (if made available by Grantor), minimum pipe size and material type, size of ditch, conceptual alignment and diversions, as applicable). Grantee’s Contractor will provide to Grantor the design of Replacement Irrigation Facility prior to starting construction of the Replacement Irrigation Facility. If Grantor has any material issues with the Replacement Irrigation Facilities as they are being designed, constructed, tested, or in operation prior to completion of the Replacement Irrigation Facilities, Grantor should discuss such issues with Grantee’s Contractor. Work on Grantor’s Replacement Irrigation Facilities shall not impair or impact the conveyance of irrigation water during irrigation season, April 1 through October 31st of each year, unless written approval is given by Grantor. Grantee’s Contractor shall be responsible for maintaining irrigation flows through the Removal Irrigation Facilities during construction of Grantee’s project until flows from the Removal Irrigation Facilities are changed to the Replacement Irrigation Facilities. Grantee’s Contractor may, however, be required to temporarily modify the existing irrigation conveyance based upon construction phasing. Grantee’s Contractor shall schedule a final walk through with Grantor upon completion of the Replacement Irrigation Facilities work. Notice of the final walk through shall be provided by Grantee’s Contractor in accordance with the notice provisions outlined below. After Grantor’s concerns from the final walk through have been addressed by Grantee’s Contractor, Grantor shall provide Grantee’s Contractor with written final acceptance of the Replacement Irrigation Facility (Final Acceptance) which shall not be unreasonably withheld by Grantor. A draft version of the Final Acceptance document is attached hereto as Exhibit “C”. After Grantor has signed the Final Acceptance, Grantor will own all the Replacement Irrigation Facilities located on Grantor’s property and be fully responsible for all maintenance, repair, upkeep and replacement of such Replacement Irrigation Facilities. Grantee and Grantee’s Contractor shall then be fully released from any and all liability for such maintenance, repair, upkeep and replacement of such Replacement Irrigation Facilities. When Grantee provides Grantee’s Contractor with a notice to proceed for construction of Grantee’s project (NTP), Grantee shall notify Grantor within 90 days that such NTP has been issued and provide the contact information of Grantee’s Contractor with whom to coordinate the irrigation design and construction. All communications, notices and correspondence regarding the design and

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions		
		construction of the Replacement Irrigation Facilities shall be exchanged between Grantor, Grantee, and Grantee’s Contractor by email or certified mail or handed in-person. Either party may from time to time designate in writing a new or substitute contact, if needed. The following contacts for the Grantee and Grantor are as follows: <table><tr><td>For the Grantee: Brian Spain CDOT Region 5 Right of Way Manager 3803 N. Main Ave., Suite 300 Durango, CO 81301 Phone: 970.385.1434 email: brian.spain@state.co.us</td><td>For the Grantor: Gary & Judy Robison P.O. Box 1847 Durango, CO. 81301 Phone: 970-759-1616 email: judyrobison_2000@yahoo.com</td></tr></table> The provisions of the Memorandum of Agreement applicable to the Replacement Irrigation Facilities will survive the closing of Parcel Nos. RW-31, RW-31A, 31-WH, TE-31 and TE-31A and be binding upon and inure to the benefit of the Grantor, Grantee, Grantee’s Contractor and their respective heirs, personal representatives, successors, and assigns. Furthermore, the covenants, conditions and restrictions contained herein applicable to the Replacement Irrigation Facilities, shall run with the land and shall survive any transfer of title of interest in the property owned by Grantor.	For the Grantee: Brian Spain CDOT Region 5 Right of Way Manager 3803 N. Main Ave., Suite 300 Durango, CO 81301 Phone: 970.385.1434 email: brian.spain@state.co.us	For the Grantor: Gary & Judy Robison P.O. Box 1847 Durango, CO. 81301 Phone: 970-759-1616 email: judyrobison_2000@yahoo.com
For the Grantee: Brian Spain CDOT Region 5 Right of Way Manager 3803 N. Main Ave., Suite 300 Durango, CO 81301 Phone: 970.385.1434 email: brian.spain@state.co.us	For the Grantor: Gary & Judy Robison P.O. Box 1847 Durango, CO. 81301 Phone: 970-759-1616 email: judyrobison_2000@yahoo.com			
TE-32 TE-32A	Far View Estates Home Owners Association	Memorandum of Agreement (MOA) dated 11/20/25, a copy of which is located in Book 4, Contract Documents. The MOA defines improvements to be removed as “96 LF wire fencing/posts and 300 SF gravel driveway”. Paragraph 2 under <i>Other conditions</i> states as follows: The Term of Grantor’s use of the Temporary Easement shall be for the period of 3 years (term). The Temporary Easement(s) shall commence seven (7) calendar days after the Grantee, or the Grantee through its contractor, delivers written notice to the Grantor (“Commencement Date”) and will terminate 3 years from the Commencement Date (“Initial Term”). If the Project is not completed within the Initial Term, Grantee, or the Grantee through its contractor, may give notice to Grantor thirty (30) calendar days prior to the expiration of the Initial Term that it is exercising the optional 4th and/or 5th year term(s) of the Temporary Easement. A new Memorandum of Agreement shall be executed upon each Temporary Easement Extension and additional payments will be rendered upon extension. Paragraph 3 under <i>Other conditions</i> states as follows: Grantee shall repair and restore disturbed areas to a condition reasonably approximate to or better than the condition that existed prior to Grantee’s entry for construction. The just compensation to be paid to the landowner for exercising the option for the 4th and 5th year is defined in the MOA as follows: Temporary Easement (shown in attached exhibits) TE-32 (optional 4th year term - 15% increase from value of year 1): \$30 Temporary Easement (shown in attached exhibits) TE-32 (optional 5th year term - 18% increase from value of year 1): \$31 Temporary Easement (shown in attached exhibits) TE-32A (optional 4th year term - 15% increase from value of year 1): \$22 Temporary Easement (shown in attached exhibits) TE-32A (optional 5th year term - 18% increase from value of year 1): \$22 Note that the contractor is responsible for providing the required seven (7) calendar day notice to the Grantor (landowner) prior to the initial entry onto Parcel Nos. TE-32 and TE-32A. If the contractor needs an optional 4th and/or 5th year for Parcel Nos. TE-32 and TE-32A, the contractor is required to provide the required thirty (30) day notice to the Grantor (landowner) of its intent to exercise such options, and the contractor is required to negotiate and obtain execution of the required new Memorandum of Agreement(s) with the Grantor (landowner) for such options and to pay the Grantor (landowner) the above stated just compensation for such option(s). Prior coordination with and approval by CDOT is required for the exercise of any option for additional time for Parcel Nos. TE-302 and TE-32A.		

ROW Plan Parcel No.	Property Owner Name	Unique Terms and Conditions
TE-33 TE-33A	James Ellis III and Marilyn Ellis as Co-Trustees of the James M. Ellis III and Marilyn Ellis Trust dated February 12, 1993	No agreement. In negotiation.
RW-34 TE-34	The Donald E. Englishman and Marilyn J. Englishman Revocable Living Trust dated March 5, 2002	Memorandum of Agreement (MOA) dated 6/16/26, a copy of which is located in Book 4, Contract Documents. The MOA defines improvements to be removed as “110 LF of wire fence”. Paragraph 2 under <i>Other conditions</i> states as follows: The Temporary Easement(s) described on the attached Exhibit(s) A is required for fence installation, construction of combined access road and associated highway improvements. The Fee ROW is required for a combined access road and construction of associated highway improvements. Further, it is understood and agreed between the parties that: a. The Temporary Easement(s) shall commence seven (7) calendar days after the Grantee, or the Grantee through its contractor, delivers written notice to the Grantor (“Commencement Date”) and will terminate 3 years from the Commencement Date (“Initial Term”). If the Project is not completed within the Initial Term, Grantee, or the Grantee through its contractor, may give notice to Grantor thirty (30) calendar days prior to the expiration of the Initial Term that it is exercising the optional 4th and/or 5th year term(s) of the Temporary Easement. A new Memorandum of Agreement shall be executed upon each Temporary Easement Extension and additional payments will be rendered upon extension. Temporary Easement Extensions will include incentive payments calculated on the total FMV of all acquisitions. b. At its sole cost and expense, GRANTEE shall repair and restore the Temporary Easement areas (“Affected Areas”) and return said Affected Area(s) to a condition reasonably similar to or better than that which existed prior to GRANTEE’s entry, excepting the repair or restoration of Improvements paid to GRANTOR by GRANTEE and included in the Net Total above. Paragraph 3 under <i>Other conditions</i> states as follows: The Temporary Easement area is to remain free of parked cars during contractor construction operations. Paragraph 4 under <i>Other conditions</i> states as follows: This agreement includes a Shared Access Road Maintenance Agreement, attached hereto as Exhibit B, which allocates maintenance responsibilities for the shared driveway segments as shown on the referenced exhibit. Execution of the Maintenance Agreement is a condition of acceptance of this offer. The just compensation to be paid to the landowner for exercising the option for the 4th and 5th year is defined in the MOA as follows: Temporary Easement (shown in attached exhibits) TE-34 (optional 4th year term - 15% increase from FMV of year 1 + incentive): 0.359 acres (15,631 sq.ft.) \$.7297/sq.ft. = \$2,450 Temporary Easement (shown in attached exhibits) TE-34 (optional 5th year term - 18% increase from FMV of year 1 + incentive): 0.359 acres (15,631 sq.ft.) \$.7297/sq.ft. = \$2,514 Note that the contractor is responsible for providing the required seven (7) calendar day notice to the Grantor (landowner) prior to the initial entry onto Parcel No. TE-30. If the contractor needs an optional 4th and/or 5th year for Parcel No. TE-34, the contractor is required to provide the required thirty (30) day notice to the Grantor (landowner) of its intent to exercise such options, and the contractor is required to negotiate and obtain execution of the required new Memorandum of Agreement(s) with the Grantor (landowner) for such options and to pay the Grantor (landowner) the above stated just compensation for such option(s). Prior coordination with and approval by CDOT is required for the exercise of any option for additional time for Parcel No. TE-34.
HE-36 HE-36A	United States of America Dept of Interior Bureau of Land Management	No agreement. In negotiation.