

MEMORANDUM OF AGREEMENT

PROJECT No.: ACQ C100-043
PARCEL No. PE-08

Agreement has been reached between **MFREVF IV – INVERNESS, LLC**, a Delaware limited liability company (the "Owner") of the property at 353 North Clark Street, Chicago, IL 60654 for Parcel Number PE-08 (the "Property") on Arapahoe County Project No. ACQ C100-043, Dry Creek and I-25 Project (the "Project"), and the **County of Arapahoe** (the "County") for the conveyance of a permanent easement (the "Property") for construction purposes. The legal description of said Property is attached hereto as **Exhibit "A"**.

The compensation as determined by the appraiser and approved by the County for the acquisition of the Property is **TWO HUNDRED TWENTY-EIGHT THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$228,100.00)** including the performance of the terms of this Agreement by the County, the sufficiency of which is hereby acknowledged. The consideration has been agreed upon between the parties as the total just compensation due to the Owner, and the consideration shall be given and accepted in full satisfaction of this Agreement. The Owner and the County also agree to the following:

1. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and requires the Property for a public purpose.
2. The consideration set forth herein includes full and just compensation for: a.) all of the Owner's interest, past, present and future; b.) the interest of all lien holders, deed of trust holders and beneficiaries, mortgagees, lessees, and all others with record interest in the Property; and c.) any and all other legal and equitable interests in the Property that now exist.
3. The Owner agrees to deliver a signed Permanent Easement conveying the Property to the County on or before the day of closing. The County agrees to provide the consideration herein specified on or before the day of closing (or by mutual agreement, at an earlier date).
4. The County will take possession and use of the parcel when it deposits the consideration, as set forth above, into an escrow account for the benefit of the Owner, or when the County disburses funds to the Owner. Transfer of title to the parcel shall occur upon performance of any and all terms under this agreement, and release of the payment from escrow to the Owner, unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.
5. The County will pay all closing costs, including the title insurance policy for parcel.
6. All work performed pursuant to this Project shall be at County expense.
7. The Owner covenants and agrees that no building, structure, or other above or below ground obstruction that may interfere with the purposes aforesaid will be placed, erected, installed or permitted upon the Property by or through the Owner during the period of construction. The Owner further covenants and agrees that in the event the terms of this paragraph are violated by the undersigned, or any person through it, such violation will be corrected and eliminated within a reasonable time upon receipt of written notice of such violation from the County, or that the County shall have the right, following a reasonable period of time, to correct or eliminate such violation and the Owner and its assigns shall promptly pay the actual cost thereof.

8. This Agreement consists of all agreements, understandings and promises between the Owner and the County and shall be deemed a contract binding upon the Owner and the County and extending to the successors and assigns.

9. This Agreement has been entered into in the State of Colorado and shall be construed according to the laws thereof.

APPROVED:

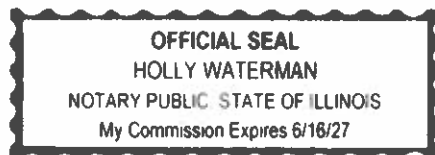
MFREVF IV - INVERNESS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

Alasdair Cripps
By: Alasdair Cripps
Title: President

COUNTY OF Cook)
STATE OF Illinois) ss.

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

WITNESS my hand and official seal.
My commission expires: 6/16/2027



Holly Waterman
Notary Public

By: _____
Bryan D. Weimer, PWLF
Director, Arapahoe County Public Works and Development
Pursuant to Resolution No. _____

Attach Legal Descriptions of Easements and Fee Takings as exhibits to the MOA

EXHIBIT "A"

ARAPAHOE COUNTY PROJECT NUMBER: C20-005

CDOT PROJECT NUMBER: AQC C100-043

PERMANENT EASEMENT NUMBER: PE-08

PROJECT CODE: 23281

DATE: August 9, 2024

DESCRIPTION

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

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

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

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

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

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

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

