

MEMORANDUM OF AGREEMENT

PROJECT No.: C15-004, Add. #11

PARCEL No.: RW-4, PE-4, PE-4A

Agreement (this "Agreement") has been reached between **University of Colorado Health, a Colorado non-profit corporation**, the "Owner" of the property located at 175 Inverness Drive West, Englewood, CO 80112, and also known as Parcel Number 2075-34-1-11-002 (the "UCH Property"), , and the County of Arapahoe (the "County") for the conveyance of RW-4 (the "RW-4 Property"), and the granting of nonexclusive easements on PE-4 and PE-4A (the "Easement Properties") for construction purposes in connection with Arapahoe County Project No. C15-001 Add. #11, Inverness Drive West (the "Project"). The RW-4 Property and the Easement Properties are collectively referred to herein as the "Properties". The legal descriptions of said Properties are attached hereto as Exhibits "A", "G" and "H".

The compensation as determined by the appraiser and approved by the County for the acquisition the RW-4 Property and the granting of the nonexclusive easements on the Easement Properties is **ONE HUNDRED TEN THOUSAND TWO HUNDRED FORTY-EIGHT AND 00/100 DOLLARS (\$110,248.00)** 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 Properties for a public purpose as detailed in the Project documents.
2. The consideration set forth herein includes full and just compensation for the transfer of the RW-4 Property and the granting of the nonexclusive easements on the Easement Properties.
3. The County may take possession and use of the Property in accordance with the Project on the Closing Date (defined below). Transfer of title to the RW-4 Property shall occur upon the execution and delivery of the Deed (defined below) and the performance of any and all other terms under this Agreement. The granting of the nonexclusive easements on the Easement Properties shall occur upon the execution and delivery of the Easement Agreement (defined below) and the performance of any and all other terms under this Agreement.
4. The Owner agrees to deliver a signed Special Warranty Deed transferring the RW-4 Property to the County (the "Deed") and a Public Use Easement Agreement granting the nonexclusive easements on the Easement Properties to the County (the "Easement Agreement") on _____, 2022, or such other date upon mutual agreement of the parties (the "Closing Date"). The County agrees to pay the Total Payment to Owner on the Closing Date.
5. The County will pay all closing costs, including the title insurance policy for the Properties.
6. Specification 107.12, a copy of which is attached hereto as Exhibit "B", will be included in the County's contract with the Project's contractor.
7. If the County's contractor disturbs Owner's existing landscaping while constructing the Project, the County's contractor will replace such disturbed landscaping, located outside of the constructed Project improvements, to the condition that existed before such disturbance.
8. This Agreement consists of all agreements, understandings and promises between the

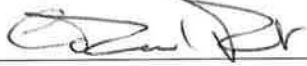
Owner concerning the Project and the County and shall be deemed a contract binding upon the Owner and the County and extending to the successors and assigns.

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


10. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement, with such scanned and electronic signatures having the same legal effect as original signatures.

APPROVED:

University of Colorado Health, a Colorado non-profit corporation


By: C. Daniel Rieber
Title: Chief Financial Officer, UCHealth

County:

By: 
Name: Bryan D. Weimer, Director - Public Works and Development
Date: 9/13/22

Authority Granted by Commissioner Resolution 22-049

ARAPAHOE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO

Arapahoe County Board of County Commissioners


By: 
Bryan D. Weimer, Director Department of Public Works and Development
Pursuant to Authority of Board Resolution No. 22-049

EXHIBIT "A"

PROJECT NUMBER: C15-004, ADD. #11
CDOT/FEDERAL AID PROJECT NUMBER ACQ C100-044

PARCEL NUMBER: RW-4
February 07, 2022
DESCRIPTION

A RIGHT-OF-WAY NO. RW-4 OF THE COUNTY OF ARAPAHOE RIGHT OF WAY PROJECT NUMBER C15-004, ADD #11, AND CDOT FEDERAL AID PROJECT NUMBER ACQ C100-044, CONTAINING 2,139 SQ. FT. (0.049 ACRES), MORE OR LESS, IN THE EAST HALF OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 67 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN UNINCORPORATED ARAPAHOE COUNTY, COLORADO, BEING A PORTION OF LOT 1, INVERNESS SUBDIVISION FILING NO. 32 RECORDED NOVEMBER 22, 1999 AT RECEPTION NO. A9185223 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF ARAPAHOE, STATE OF COLORADO, SAID RIGHT-OF-WAY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 34, THENCE NORTH 26°57'15" WEST, A DISTANCE OF 3483.25 FEET TO THE WESTERLY RIGHT-OF-WAY OF INVERNESS DRIVE WEST AND THE **POINT OF BEGINNING**;
THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 33°11'29" WEST, A DISTANCE OF 7.95 FEET;

THENCE NORTH 11°38'38" WEST, A DISTANCE OF 101.05 FEET;

THENCE NORTH 02°01'05" EAST, A DISTANCE OF 37.55 FEET;

THENCE NORTH 09°55'57" WEST, A DISTANCE OF 89.14 FEET;

THENCE NORTH 07°02'20" WEST, A DISTANCE OF 56.12 FEET;

THENCE NORTH 51°08'49" EAST, A DISTANCE OF 11.98 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID INVERNESS DRIVE WEST, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,045.85 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 84°43'43" EAST;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, THE FOLLOWING FOUR (4) COURSES:

1. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°27'42", AN ARC LENGTH OF 44.93 FEET;
2. SOUTH 07°47'47" EAST, A DISTANCE OF 53.43 FEET;
3. SOUTH 06°01'39" EAST, A DISTANCE OF 153.11 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 313.00 FEET;
4. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°15'02", AN ARC LENGTH OF 45.07 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED RIGHT-OF-WAY CONTAINS AN AREA OF 0.049 ACRES, (2,139 SQUARE FEET), MORE OR LESS.

BASIS OF BEARINGS: BEARINGS REFERENCED HEREIN ARE GRID BEARINGS DERIVED FROM GPS OBSERVATIONS BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 CENTRAL ZONE (NAD 83, 2011) REFERENCED TO THE EAST LINE OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 67 WEST, SIXTH P.M. MONUMENTED AT THE SOUTHEAST CORNER OF SAID SECTION 34 BY A 3-1/4" ALUMINUM CAP WITH ILLEGIBLE STAMPING IN A MONUMENT BOX AND AT THE NORTHEAST CORNER OF SAID SECTION 34 BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 7361 1990", TAKEN TO BEAR NORTH 00°07'57" WEST, A DISTANCE OF 5275.77 FEET.

DANIEL E. DAVIS,
COLORADO P.L.S. NO. 38256
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, COLORADO 80122
303-713-1898

EXHIBIT "G"

PROJECT NUMBER: C15-004, ADD. #11
CDOT/FEDERAL AID PROJECT NUMBER ACQ C100-044

PARCEL NUMBER: PE-4
February 7, 2022
DESCRIPTION

A PERMANENT EASEMENT NO. PE-4 OF THE COUNTY OF ARAPAHOE RIGHT OF WAY PROJECT NUMBER C15-004, ADD #11, AND CDOT FEDERAL AID PROJECT NUMBER ACQ C100-044, CONTAINING 460 SQ. FT. (0.011 ACRES), MORE OR LESS, IN THE EAST HALF OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 67 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN UNINCORPORATED ARAPAHOE COUNTY, COLORADO, BEING A PORTION OF LOT 1, INVERNESS SUBDIVISION FILING NO. 32 RECORDED NOVEMBER 22, 1999 AT RECEPTION NO. A9185223 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF ARAPAHOE, STATE OF COLORADO, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 34, THENCE NORTH 26°06'17" WEST, A DISTANCE OF 3709.34 FEET TO THE WESTERLY LINE OF A TWENTY-FIVE (25) FOOT WIDE LANDSCAPE EASEMENT AS DEPICTED ON SAID INVERNESS SUBDIVISION FILING NO. 32 AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID WESTERLY LINE, SOUTH 82°42'36" WEST, A DISTANCE OF 23.00 FEET TO A LINE PARALLEL WITH AND DISTANT 23.00 FEET WESTERLY OF SAID WESTERLY LINE;

THENCE ALONG SAID PARALLEL LINE, NORTH 07°47'47" WEST, A DISTANCE OF 20.00 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 82°42'36" EAST, A DISTANCE OF 23.00 FEET TO SAID WESTERLY LINE;

THENCE ALONG SAID WESTERLY LINE, SOUTH 07°47'47" EAST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.011 ACRES, (460 SQUARE FEET), MORE OR LESS.

BASIS OF BEARINGS: BEARINGS REFERENCED HEREIN ARE GRID BEARINGS DERIVED FROM GPS OBSERVATIONS BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 CENTRAL ZONE (NAD 83, 2011) REFERENCED TO THE EAST LINE OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 67 WEST, SIXTH P.M. MONUMENTED AT THE SOUTHEAST CORNER OF SAID SECTION 34 BY A 3-1/4" ALUMINUM CAP WITH ILLEGIBLE STAMPING IN A MONUMENT BOX AND AT THE NORTHEAST CORNER OF SAID SECTION 34 BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 7361 1990", TAKEN TO BEAR NORTH 00°07'57" WEST, A DISTANCE OF 5275.77 FEET.

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EXHIBIT "H"

PROJECT NUMBER: C15-004, ADD. #11
CDOT/FEDERAL AID PROJECT NUMBER ACQ C100-044

PARCEL NUMBER: PE-4A
February 7, 2022
DESCRIPTION

A PERMANENT EASEMENT NO. PE-4A OF THE COUNTY OF ARAPAHOE RIGHT OF WAY PROJECT NUMBER C15-004, ADD #11, AND CDOT FEDERAL AID PROJECT NUMBER ACQ C100-044, CONTAINING 520 SQ. FT. (0.012 ACRES), MORE OR LESS, IN THE EAST HALF OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 67 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN UNINCORPORATED ARAPAHOE COUNTY, COLORADO, BEING A PORTION OF LOT 1, INVERNESS SUBDIVISION FILING NO. 32 RECORDED NOVEMBER 22, 1999 AT RECEPTION NO. A9185223 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF ARAPAHOE, STATE OF COLORADO, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 34, THENCE NORTH 25°52'20" WEST, A DISTANCE OF 3754.25 FEET TO THE WESTERLY LINE OF A TWENTY-FIVE (25) FOOT WIDE LANDSCAPE EASEMENT AS DEPICTED ON SAID INVERNESS SUBDIVISION FILING NO. 32 AND THE **POINT OF BEGINNING**;

THE DEPARTING SAID WESTERLY LINE, SOUTH 85°29'17" WEST, A DISTANCE OF 26.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,096.85 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 83°45'40" EAST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°02'42", AN ARC LENGTH OF 20.00 FEET;

THENCE NORTH 85°29'08" EAST, A DISTANCE OF 26.00 FEET TO SAID WESTERLY LINE, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,070.85 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 84°47'22" EAST;

THENCE ALONG SAID WESTERLY LINE, SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°04'14", AN ARC LENGTH OF 20.01 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.012 ACRES, (520 SQUARE FEET), MORE OR LESS.

BASIS OF BEARINGS: BEARINGS REFERENCED HEREIN ARE GRID BEARINGS DERIVED FROM GPS OBSERVATIONS BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 CENTRAL ZONE (NAD 83, 2011) REFERENCED TO THE EAST LINE OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 67 WEST, SIXTH P.M. MONUMENTED AT THE SOUTHEAST CORNER OF SAID SECTION 34 BY A 3-1/4" ALUMINUM CAP WITH ILLEGIBLE STAMPING IN A MONUMENT BOX AND AT THE NORTHEAST CORNER OF SAID SECTION 34 BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 7361 1990", TAKEN TO BEAR NORTH 00°07'57" WEST, A DISTANCE OF 5275.77 FEET.

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Exhibit "B"

107.12 Protection and Restoration of Property and Landscape. The Contractor shall preserve private and public property and protect it from damage. Land monuments and property marks shall not be disturbed or moved until their location has been witnessed or referenced in accordance with Section 629 and their removal approved.

The Contractor shall be responsible for the damage or injury to property resulting from:

- (1) The Contractor's neglect, misconduct, or omission in the manner or method of execution or non-execution of the work,
or
- (2) The Contractor's defective work or the use of unacceptable materials.

The Contractor's responsibility shall not be released until the work has been completed in compliance with the Contract. The Contractor shall restore damaged or injured property, at the Contractor's expense, to a condition similar or equal to that existing before the damage or injury occurred, by repairing, rebuilding, or restoring the property.

Existing trees, shrubs, bushes or grass, outside the designated work areas but inside project limits that are damaged due to the Contractor's operations shall be replaced in kind at the Contractor's expense.