SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into this____day of August, 2018, by and between Roaring Fork Transportation Authority ("RFTA") and Richard Y. Neiley, Jr. and Maria E. Maniscalchi ("Homeowner").

RECITALS

WHEREAS, RFTA is the owner of the former Denver Rio Grande Western Railway ("DRGW") Aspen Branch right of way that extends from Glenwood Springs to Woody Creek ("the ROW");

WHEREAS, the DRGW acquired segments of the ROW by grant from the federal government pursuant to the 1875 General Right of Way Act and other segments through deeds;

WHEREAS, DRGW conveyed the ROW to RFTA's predecessor in interest, Roaring Fork Railroad Holding Authority ("RFRHA") by Bargain and Sale Deed on June 28, 1997 and recorded July 3, 1997 at Book 1024, Page 600 of the Garfield County Clerk and Recorder;

WHEREAS, Homeowner is the owner of Parcel 218536313001of the Neiley/Maniscalchi Plat recorded on May 7, 2013, as Reception No. 834944 (aka 083371), ("the Lot");

WHEREAS, according to a property survey ("the Survey") completed by Farnsworth Group, Inc. for RFTA and deposited with the Garfield County Surveyor on or about December 15, 2008 at Reception No. 787, a portion of the Lot including houses and/or out buildings were constructed within the ROW granted pursuant to the 1875 Act as depicted by the orange shaded portion of Exhibit A attached hereto;

WHEREAS, Homeowner disputes the Survey or claims a superior right to the portion of the Lot shown by the Survey to be within the ROW;

WHEREAS, Homeowner claims that the Survey has created a cloud on their title to the Lot;

WHEREAS, RFTA and Homeowner wish to resolve their differences and enter into this Agreement on the terms set forth herein;

AGREEMENT

NOW THEREFORE, for the consideration of the mutual promises and the exchange of properties set forth herein, the sufficiency of which is hereby acknowledged, RFTA and Homeowner agree as follows:

1. Within thirty (30) days of the execution of this Agreement, RFTA agrees to delivery to Homeowner in substantially the form attached hereto as Exhibit B a Bargain and Sale Deed for the parcel shaded in orange on Exhibit A attached hereto.

2. Upon receipt of RFTA's Bargain and Sale Deed for the parcel set forth in paragraph 1 above, Homeowner shall deliver to RFTA in substantially the form attached hereto as Exhibit C a Bargain and Sale Deed to the right-of-way adjacent to the parcel shaded in orange on Exhibit A attached hereto including any right, claim, or interest Homeowner has or may have

in the future to any portion of the ROW lying adjacent to Homeowners' property.

3. Upon receipt of the Bargain and Sale Deed from RFTA, Homeowner agrees to release RFTA, its Members, agents, surveyors, attorneys, successors and assigns, from any and all claims of any kind related to the Survey and RFTA's ownership of the ROW.

4. The covenants, terms, conditions, and agreements of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, successors and assigns, and shall be specifically enforceable

5. This Agreement constitutes the entire agreement of the parties and supersedes all prior discussions, negotiations, understandings, or agreements related to the conflicting claims of ownership of the Lot and the ROW, all of which are merged herein.

6. The interpretation and performance of this Agreement shall be governed by the laws of the State of Colorado.

7. Should either party institute any action or proceeding to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses including reasonable attorney's fees and disbursements incurred by such prevailing party in connection with such action or proceeding.

8. This Agreement may be executed in any counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first above written.

Homeowners

ROARING FORK TRANSPORTATION AUTHORITY

By: _____

Name: Dan Blankenship

Title: RFTA - CEO

_____
Richard Y. Neiley, Jr.

_____
Maria E. Maniscalchi

STATE OF COLORADO)
) ss
COUNTY OF GARFIELD)

The foregoing instrument was acknowledged before me this 9th day of August, 2018, by Richard Y. Neiley, Jr. and Maria E. Maniscalchi as Owners of the Lot.

My Commission expires: _____

Witness my hand and official seal.

_____
Notary Public
Address:

STATE OF COLORADO)
) ss
COUNTY OF GARFIELD)

The foregoing instrument was acknowledged before me this 9th day of August, 2018, by _____ as _____ of Roaring Fork Transportation Authority.

My Commission expires: _____

Witness my hand and official seal.

_____
Notary Public
Address: