TERMINATION AND RELEASE OF ASSIGNMENT AND ASSUMPTION

This Termination and Release of Assignment and Assumption ("Termination") between ROARING FORK TRANSPORTATION AUTHORITY, a political subdivision of the State of Colorado created pursuant to title 43, article 4, part 6, Colorado Revised Statutes ("RFTA") and CITY OF GLENWOOD SPRINGS, a Colorado home-rule municipality ("City") is dated June 20, 2024.

WHEREAS, Southern Pacific Transportation Company and The Denver and Rio Grande Western Railroad Company, predecessors in interest to Union Pacific Railroad Company, a Delaware corporation ("UPRR"), and the Roaring Fork Railroad Holding Authority, predecessor in interest to RFTA, are parties to that certain Shared Use and Pedestrian Walkway Agreement dated June 28, 1997 (the "Shared Use Agreement").

WHEREAS, Pursuant to that certain Assignment and Assumption of Shared Use Agreement (the "Assignment and Assumption Agreement") dated November 20, 2018, attached hereto as **Exhibit A**, UPRR assigned to the City all of its rights, title and interest in the Shared Use Agreement with the consent of RFTA.

WHEREAS, Pursuant to the Bargain and Sale Deed recorded in the public records of Garfield County on July 3, 1997 as Reception No. 510455, as modified by the Correction Bargain and Sale Deed recorded September 9, 2008 as Reception No. 755399, Southern Pacific Transportation Company and The Denver and Rio Grande Western Railroad Company, predecessors in interest to UPRR, conveyed to Roaring Fork Railroad Holding Authority, predecessor in interest to RFTA, (i) a perpetual exclusive freight rail easement for the purpose of maintaining, repairing, replacing, installing, operating, storing and using existing and/or future railroad, rail and railroad-related equipment, railroad facilities, transportation systems and railroad communications systems, including, but not limited to, all existing facilities and related equipment and appurtenances, (ii) a perpetual non-exclusive easement for the purpose of passenger rail operations (collectively, the "Railroad Easement") on, under, over and through the easement area in Garfield County, Colorado, as legally described in **Exhibit B** attached hereto.

WHEREAS, Pursuant to the Assignment of Easement recorded in the public records of Garfield County on November 28, 2018 as Reception No. 914565 (the "Assignment of Easement"), UPRR assigned to the City all of its rights, title and interest in and to the Railroad Easement.

WHEREAS, RFTA and the City desire to terminate and release the Assignment and Assumption Agreement and all of the City's rights, title and interest in and to the Railroad Easement on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, do hereby agree to terminate the Assignment and Assumption Agreement as follows:

1. Termination and Release. The Parties agree that the Assignment and Assumption Agreement and Assignment of Easement are terminated effective immediately, and the City hereby releases all of its rights, title and interest in the Railroad Easement and all of its rights, title and interest in the Shared Use Agreement effective immediately.

2. Counterparts. This Termination may be executed in multiple parts and by any number of counterpart signature pages and may be exchanged by electronic or any other means, all of which taken together constitute one and the same original Termination with the same effect as if each of the signatures were originals affixed to the same instrument.

3. Entire Agreement. This Termination constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings related to such subject matter.

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, this Termination and Release of Assignment and Assumption has been executed by the duly authorized representatives of the parties hereto.

ROARING FORK TRANSPORTATION AUTHORITY, a _____

By: _____
Name: _____
Title: _____

CITY OF GLENWOOD SPRINGS,
a Colorado home-rule municipality

By: _____
Steve Boyd, City Manager