

## **RIGHT-OF-WAY AGREEMENT**

This Agreement is made and entered into by and between **5770 Partners Limited Liability Company**, a Colorado limited liability company whose address is **2445 South Leyden Street, Denver, Colorado 80222** ("Owner"), and the County of Adams, State of Colorado, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way and easements on property located at **5770 East 77<sup>th</sup> Avenue, Commerce City, Colorado 80022**, hereinafter (the "Property") for the Kenwood Outfall Phase 3 Project (the "Project"). The legal descriptions and conveyance documents for the interests on said Property are attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **FOUR THOUSAND ONE HUNDRED THIRTY AND NO/100'S DOLLARS (\$4,130.00)** including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$905.00 for the dedication of road right-of-way, \$665 for the replacement of the evergreen shrub (estimated value for a medium pine tree including delivery and planting), \$2,200.00 for the temporary construction easements and \$360.00 for the dedication of a utility easement. This consideration has been agreed upon and 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.

In consideration of the above premises and the mutual promises and covenants below, the Owner and the County agree to the following:

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and delivery to the County the attached conveyance documents on the Property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement with an expected date to be on or after 30 days after receipt of the executed Right-of-Way Agreement.
3. Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.

5. 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.

6. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.

7. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns.

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

**5770 Partners Limited Liability Company,  
a Colorado limited liability company**

By: Jennifer Thomason  
Print Name: Jennifer Thomason  
Title: managing partner  
Date: 5/20/16

**Approved:**

BOARD OF COUNTY COMMISSIONERS-COUNTY OF ADAMS, STATE OF COLORADO

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
County Attorney