

RIGHT-OF-WAY AGREEMENT

This Agreement is made and entered into by and between West Spanish Congregation of Jehovah's Witnesses, a Colorado Non-Profit Corporation whose address is 2675 W. 56th Avenue, Denver, Colorado, 80221 ("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 a right-of-way parcel from the property located at 2675 W. 56th Avenue, Denver, Colorado, 80221, hereinafter (the "Property") for the West 56th Avenue - Federal to Zuni Improvement Project (the "Project"). The legal description and conveyance documents for the right-of-way parcel on said Property are set forth in Exhibit A 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 **ONE THOUSAND THREE HUNDRED TWENTY-SIX AND NO/100'S DOLLARS (\$1,326.00)** including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. This 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.

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 deliver 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 **February 28, 2017**.
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 said 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 bring 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.

Owners: West Spanish Congregation of Jehovah's Witnesses, a Colorado Non-Profit Corporation

By: *[Signature]*
President 1-11-2017

By: *Frederick Bingen* / SEC
11 JAN 2017

Approved:

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

Chair

Date

Approved as to Form:

County Attorney