

Right-of-Way Agreement

This Agreement is made and entered into by and between **Marcia E. Naiman Revocable Trust, et al** whose address is **910 West 8th Avenue, Denver, Colorado 80204** ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at **7501 York Street, Denver, Colorado 80229**, hereinafter (the "Property") for the York Street Improvements Project – York Street from East 78th Avenue to Highway 224 (the "Project"). The legal description and conveyance documents for the interests 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 **TWO THOUSAND TWO HUNDRED TWENTY-EIGHT AND NO/100'S DOLLARS (\$2,228.00)** including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. 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 promise 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 of **December 31, 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 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, within the areas defined on the attached legal description, 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 required 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.

Owner(s):

By:

Printed Name:

Title:

Marcia E. Naiman Revocable Trust

Hal M. Naiman

Hal M. Naiman

Trustee

Approved:

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

Chair

Date

Approved as to Form:

County Attorney



Drexel, Barrell & Co.

MAY 2, 2016

Engineers/Surveyors

Boulder
Colorado Springs
Greeley

1800 38th Street
Boulder, CO 80301-2620

303.442.4338
303.442.4373 Fax

**LEGAL DESCRIPTION
PARCEL 29
RIGHT-OF-WAY DEDICATION**

A TRACT OF LAND LOCATED IN THE SE1/4 OF SECTION 35, T2S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE E1/4 CORNER OF SAID SECTION 35 AND CONSIDERING THE EAST LINE OF SAID SE1/4 TO BEAR S00°01'12"W, THENCE S08°31'41"W, 352.96 FEET TO THE NORTHERLY LINE OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 2012000044480, IN THE ADAMS COUNTY RECORDS, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

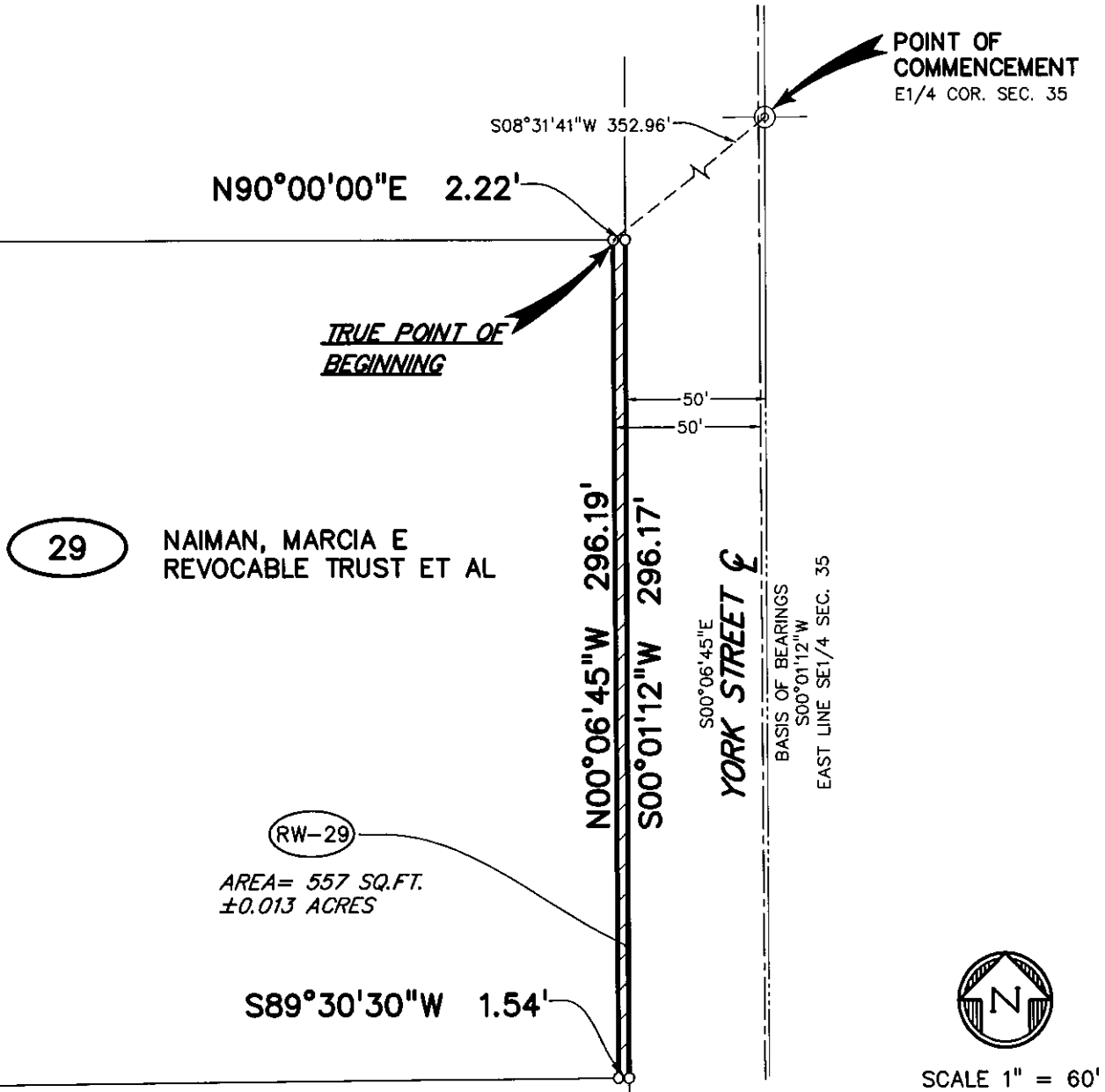
THENCE N90°00'00"E, 2.22 FEET ALONG SAID NORTHERLY LINE TO THE WESTERLY LINE OF YORK STREET; THENCE S00°01'12"W, 296.17 FEET ALONG SAID WESTERLY LINE TO THE SOUTHERLY LINE OF SAID TRACT OF LAND DESCRIBED AT RECEPTION NO. 2012000044480; THENCE S89°30'30"W, 1.54 FEET ALONG SAID SOUTHERLY LINE; THENCE N00°06'45"W, 296.19 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.013 ACRES OR 557 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION PREPARED BY:
MATHEW E. SELTERS
DREXEL, BARRELL & CO.
1800 38TH STREET
BOULDER, CO 80301
(303) 442-4338



EXHIBIT PARCEL 29 R.O.W. DEDICATION



NOTES

1. THIS MAP IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
2. INFORMATION PERTAINING TO OWNERSHIP & RIGHT-OF-WAY IS BASED UPON PUBLIC INFORMATION AVAILABLE FROM THE ADAMS COUNTY ASSESSORS OFFICE, AND DOES NOT CONSTITUTE A TITLE SEARCH BY DREXEL, BARRELL & CO. TO DETERMINE OWNERSHIP & EASEMENTS OF RECORD.

IN ACCORDANCE WITH CRS 13-80-105;

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

Drexel, Barrell & Co.

Engineers/Surveyors

1800 38TH STREET BOULDER, COLORADO 80301 (303) 442-4338

BOULDER, COLORADO (303) 442-4338

COLORADO SPRINGS, COLORADO (719) 280-0887

GREELEY, COLORADO (970) 351-0645



Revisions - Date

Date

4-21-16

Drawn By

JRF

Job No.

20805

Scale

1"=60'

Checked By

MES

Drawing No.

IN FILE