

Right-of-Way Agreement

This Agreement is made and entered into by and between **Gloria Calabrese** whose address is **5855 Lowell Boulevard, Denver, Colorado 80221** ("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 **5855 Lowell Boulevard, Denver, Colorado 80221**, hereinafter (the "Property") for the Lowell Boulevard Improvements Project from Clear Creek to West 62nd Avenue (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 **SIX THOUSAND SEVEN HUNDRED TWENTY AND NO/100'S DOLLARS (\$6,720.00)**, 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 \$4,176.00 for the dedication of road right-of-way, \$1,650.00 for the replacement fencing and gate and \$894.00 for the temporary construction 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 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 April 27, 2018.
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 County's construction plans indicate the removal of the front yard fence along the right-of-way line and resetting the fence along the new right-of-way line. The

County will not reset or construct a new side yard fence. But the County has agreed to reimburse the owner the expense to reset or construct the side fence and gate and made a part of this Agreement.

6. 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.
7. 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.
8. 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.
9. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner:

By: Gloria Calabrese
Gloria Calabrese

Date: 3/23/18

Approved:

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

Chair

Date

Approved as to Form:

County Attorney

A PARCEL OF LAND, being a portion of the tract of land described in Warranty Deed recorded on December 22, 1975 in Book 2036 at Page 344 of the records in the office of the Clerk and Recorder of Adams County, Colorado, situated in the Southeast Quarter of Section 7, Township 3 South, Range 68 West of the 6th P.M., Adams County, Colorado, more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter of Section 7;

Thence North 00°07'00" East along the East line of said Southeast Quarter, a distance of 1565.19 feet;

Thence South 89°40'03" West, a distance of 30.00 feet to the existing Westerly Right-of-Way of Lowell Boulevard, being the Point of Beginning;

Thence continuing South 89°40'03" West along the South line of said tract of land described in Book 2036 at Page 344, a distance of 6.00 feet;

Thence North 00°07'00" East, a distance of 174.08 feet;

Thence North 89°42'09" East along the North line of said tract of land described in Book 2036 at Page 344, a distance of 6.00 feet;

Thence South 00°07'00" West along said Westerly Right-of-Way of Lowell Boulevard, a distance of 174.08 feet to the Point of Beginning,

containing 1,044 square feet, or 0.0240 acre, more or less.

FWS FORESIGHT WEST
SURVEYING INC.

4955 Iris Street, Wheat Ridge, CO 80033
(303) 504-4440

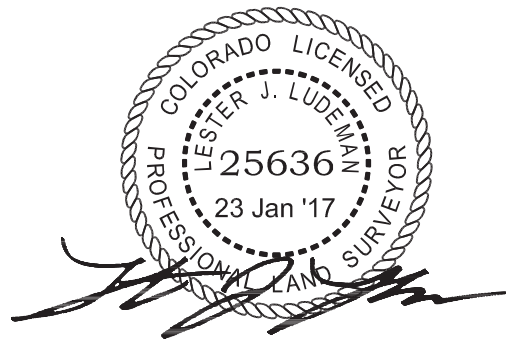


EXHIBIT - ROW #2

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Parcel 4
Hyland Hills Park
and Recreation District
PN 0182507401016

Line	Bearing	Distance
L1	S89°40'03"W	30.00'
L2	S89°40'03"W	6.00'
L3	N89°42'09"E	6.00'

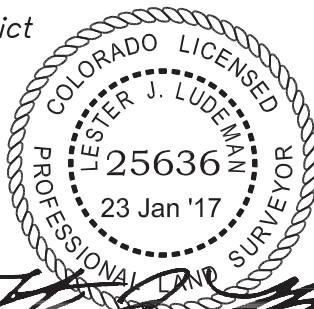


Parcel 5
Gloria Calabrese
PN 0182507400005
Book 2036, Page 344

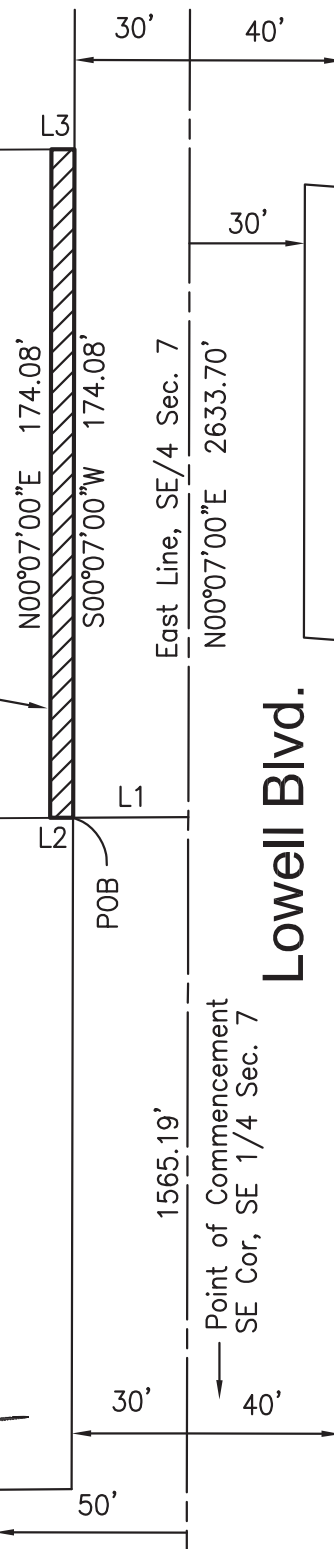
1,044 square feet
more or less

SE 1/4 Sec. 7
T 3 S, R 68 W

Parcel 6
Hyland Hills Park
and Recreation District
PN 0182507401016



[Handwritten Signature]



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This illustration does not represent a monumented land survey
and is only intended to depict the accompanying description.