

# MEMORANDUM OF AGREEMENT

## ADAMS COUNTY

Project: Lower Hoffman Drainage Channel

Location: 8600 Steele Street

Thornton, CO

County: Adams

This agreement made on 7-26-18 (date) is between the **Adams County** (GRANTEE) for the purchase of the parcel(s), grants of easement(s), listed above from the Owner(s) **Daniel Martinez** (GRANTOR).

Just compensation was determined by an appropriate valuation procedure prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following land, easements, improvements, and damages of any kind.

Land (described in attached exhibits)	10,058	Sq. ft. <input checked="" type="checkbox"/> /acres <input type="checkbox"/>	\$40,232.00
Permanent and Slope Easements (described in attached exhibits)		Sq. ft. <input type="checkbox"/> /acres <input type="checkbox"/>	N/A
Temporary Easements (described in attached exhibits)	6,000	Sq. ft. <input checked="" type="checkbox"/> /acres <input type="checkbox"/>	\$600.00
Improvements: 3' Picket fence, 6' Picket fence, 1 metal gate, Railroad ties, Barbed wire/picket fencing, Gravel driveway surface, Pea gravel driveway surface, Irrigated lawn, Deciduous trees and Shrubs.			\$12,884.50
Damages:			\$0.00
Estimated Total			\$53,716.50
Rounded Total			\$53,720.00
Settlement Amount			\$4,080.00
Net Total			<b>\$57,800.00</b>

### Other conditions:

\$600 Compensation for Temporary Easement will be paid upon receipt of signed documents: -\$600.00  
Amount Remaining will be paid upon County acceptance of Land and Permanent Easements: **\$57,200.00**

### The GRANTOR:

- 1) Will, at the closing, pay all taxes (including prorated taxes for the current year) and special assessments for the current year;
- 2) Has entered into this agreement because the GRANTEE has the power of eminent domain and requires the property for public purposes;
- 3) Be responsible for securing releases from all liens, judgments and encumbrances to deliver clear, unencumbered title to GRANTEE. Any encumbrance required to be paid by GRANTOR shall be paid at or before closing from the proceeds of the transaction hereby contemplated or from any other source;
- 4) Will execute and deliver to GRANTEE those documents indicated below;
- 5) Expects from the subject property described herein in the attached Exhibits, the mineral estate and including all coal, oil, gas and other hydrocarbons, and all clay and other valuable mineral in and under said subject property. The GRANTOR hereby covenants and agrees that the GRANTEE shall forever have the right to take and use, without payment of further compensation to the GRANTOR, any and all sand, gravel, earth, rock, and other road building materials found in or upon said subject property and belonging to the GRANTOR; and
- 6) The GRANTOR further covenants and agrees that no exploration for, or development of any of the products, as described above, and owned by the GRANTOR heretofore or hereafter the date set forth above and hereby excepted will ever be conducted on or from the surface of the premises described in the attached Exhibits, and that in the event any of such operations may hereafter be carried on beneath the surface of said premises, the GRANTOR shall perform no act which may impair the subsurface or lateral support of said premises. These covenants and agreements hereunder, shall inure to and be binding upon the GRANTOR and its heirs, personal and legal representatives, successors and assigns forever.
- 7) The GRANTOR hereby irrevocably grants to the GRANTEE possession and use of the property interests on the Property upon execution of this Agreement by the GRANTOR and the GRANTEE. This grant of possession shall remain in effect with respect to the Property until such time as the GRANTEE has obtained from the GRANTOR all

attached conveyance documents.

- 8) The GRANTOR hereby grants to the GRANTEE the immediate use of the property interests being an area more particularly defined as the property area measured at 6,000 square feet, more or less, generally laying south of GRANTOR'S fences as depicted on the attached Temporary Easement exhibit, until such time as GRANTEE has completed GRANTEE'S property possession process.

NOTE: At GRANTOR'S sole discretion, the GRANTOR may convey the underlying mineral estate owned by GRANTOR to the GRANTEE. GRANTEE makes no representations about the nature, title or value of the mineral estate. In transactions where GRANTOR conveys the underlying mineral estate to GRANTEE, by checked box below, Paragraphs 5 and 6, as set forth above, are deleted from this Memorandum of Agreement and the conveyance document.

- ☒ GRANTOR conveys the underlying mineral estate to GRANTEE. Paragraphs 5 and 6 are hereby deleted from the Memorandum of Agreement and the conveyance document.

The GRANTEE:

- 1) Will be entitled to specific performance of this agreement upon tender of the agreed consideration;
- 2) Will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law;
- 3) Will make payment after receiving acceptable conveyance instruments from the GRANTOR;
- 4) Will take possession and use of the parcel(s) when it deposits the consideration, as set forth above, into an escrow account for the benefit of the GRANTOR, or when GRANTEE disburses funds to GRANTOR. Transfer of title to the parcel(s) shall occur upon performance of any and all terms under this agreement, and release of the payment from escrow to the GRANTOR, unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended; and
- 5) Will prepare the following documents:
  - ☐ General Warranty Deed      ☐ w/Min Reserv
  - ☐ Access Deed
  - ☐ Full Release(s)      Book/Page/Reception #
  - ☐ Partial Release(s)      Book/Page/Reception #
  - ☒ Other (specify): Quit Claim Deed
  - ☐ Title Company to prepare documents except:

- ☐ Utility Easement
- ☐ Permanent Easement
- ☐ Slope Easement
- ☒ Temporary Easement

*SEW*  
*\$57,200. - D.M.*

Order Warrant <u>\$57,800.00</u>		Payable to: <b>Daniel Martinez</b>	
Order Warrant \$		Payable to:	
<b>GRANTEE REPRESENTATIVE</b>		<b>GRANTOR</b>	
Signature: <i>[Signature]</i>		Signature: <i>[Signature]</i>	
Stephen E. Wirth, Right of Way Agent		Daniel Martinez	
Date: <i>7-25-18</i>		Date: <i>7-26-18</i>	
<b>GRANTEE</b>		<b>GRANTOR</b>	
Approval: <b>Board of County Commissioners County of Adams, State of Colorado</b>		Approved as to Form: <b>County Attorney</b>	
Signature:		Signature:	
By: Mary Hodge, Chair		By:	
Date:		Date:	



# QUITCLAIM DEED

**THIS DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2018, between **DANIEL MARTINEZ**, whose address is: PO Box 5211, Gypsum, Colorado 81637-5211, grantor, and **The County of Adams, State of Colorado**, grantee, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601.

**WITNESS**, that the grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto the grantee, its successors and assigns forever, all the right, title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the said County of Adams and State of Colorado, described as follows:

Legal description as set forth is Exhibit "A" attached hereto and incorporated herein by this reference.

Dedicated for East 86<sup>th</sup> Avenue  
Assessor's schedule or parcel numbers: part of 01719-25-2-00-018

**TOGETHER** with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the grantor, either in law or equity, to the only proper use, benefit and behoove of the grantee, its successors and assigns forever.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**IN WITNESS WHEREOF**, the grantor has executed this deed on the date set forth above.

GRANTOR

BY: \_\_\_\_\_  
Daniel Martinez

STATE OF COLORADO )  
 ) §  
County of Adams )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
by Daniel Martinez, as grantor.

My commission expires:

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

THIS IS NOT A SURVEY

SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST,  
ADAMS COUNTY, COLORADO

## EXHIBIT A

### LEGAL DESCRIPTION: (PREPARED BY INFINITY SOLUTIONS, INC.)

A TRACT OF LAND BEING A PORTION OF THAT REAL PROPERTY DESCRIBED IN THE DEED RECORDED IN BOOK 5236 AT PAGE 962, ADAMS COUNTY PUBLIC RECORDS, LYING IN SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ADAMS COUNTY, COLORADO, (CONSIDERING THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25 TO BEAR N00°07'49"W, BETWEEN A FOUND 3-1/4" ALUMINUM CAP STAMPED LS 20155 IN RANGE BOX AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID NORTHWEST 1/4 OF SECTION 25 AND A FOUND 3-1/4" ALUMINUM CAP STAMPED LS 20155 IN RANGE BOX AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF SECTION 25), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, ADAMS COUNTY, COLORADO; THENCE N00°07'49"W, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, A DISTANCE OF 61.50 FEET; THENCE S89°46'36"E, PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, A DISTANCE OF 52.15 FEET; THENCE S76°40'28"E, A DISTANCE OF 161.01 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, NEWCASTLE SUBDIVISION, FILE 18, MAP 9, ADAMS COUNTY PUBLIC RECORDS; THENCE ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 1, S14°09'13"E, A DISTANCE OF 25.81 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25; THENCE ALONG SAID SOUTH LINE N89°46'36"W, A DISTANCE OF 215.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.231 ACRES.

### SURVEYOR'S NOTES:

1. THE SKETCH DEPICTED HEREON (ATTACHED SHEET 2 OF 2) IS FOR GRAPHIC REPRESENTATION ONLY AND DOES NOT REFLECT A MONUMENTED FIELD SURVEY. THE ATTACHED SHEET 2 OF 2 CONTAINS THE SIGNATURE AND ORIGINAL SEAL OF A LICENSED SURVEYOR. THIS EXHIBIT IS CONSIDERED INCOMPLETE AND NOT VALID WITHOUT SHEET 2 OF 2.
2. EASEMENTS, ENCUMBRANCES OR OTHER MATTERS, IF ANY, AFFECTING THE DESCRIBED LAND ARE NOT SHOWN. A CURRENT TITLE COMMITMENT/POLICY WAS NOT PROVIDED TO INFINITY SOLUTIONS, INC.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL SEAL OF A LICENSED SURVEYOR THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
4. ALL DISTANCES SHOWN HEREON ARE IN U.S. FEET.
5. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NE1/4 OF THE NW1/4 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., BEING N00°07'49"W, AS SHOWN HEREON.

PREPARED FOR: REGIONAL RAIL PARTNERS

***Infinity Solutions Inc.***

*Construction Survey & GIS Services*

*(303)229-6885*

*110465 Melody Drive, Suite 215*

*Northglenn, CO 80234*

THIS IS NOT A SURVEY

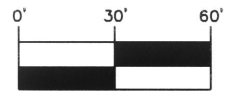
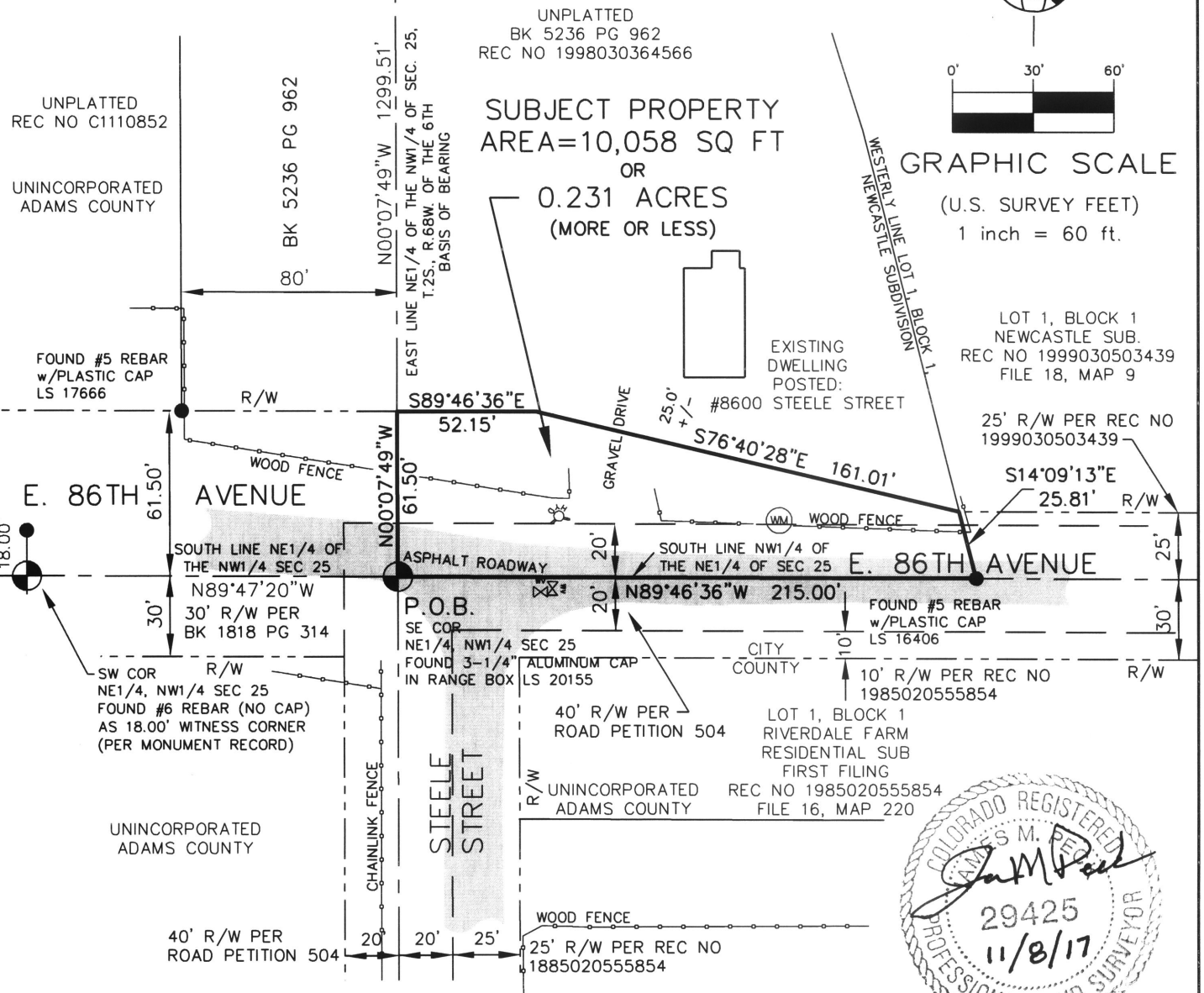
SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST,  
ADAMS COUNTY, COLORADO

## LEGEND

WM	WATER METER
WV	WATER VALVE
FD	FIRE HYDRANT
R/W	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
BK / PG	BOOK/PAGE
REC NO	RECEPTION NUMBER

## EXHIBIT A

CITY OF THORNTON



GRAPHIC SCALE

(U.S. SURVEY FEET)  
1 inch = 60 ft.

LOT 1, BLOCK 1  
NEWCASTLE SUB.  
REC NO 1999030503439  
FILE 18, MAP 9



PREPARED BY:  
JAMES M. PECK PLS 29425  
FOR AND ON BEHALF OF INFINITY SOLUTIONS, INC.

PREPARED FOR: REGIONAL RAIL PARTNERS

**Infinity Solutions Inc.**

Construction Survey & GIS Services

(303)229-6885

110465 Melody Drive, Suite 215

Northglenn, CO 80234



Sheet 2 of 2

DRAWN BY:	RK	SCALE:	1"=60'	S-T-R:	N1/2 25-2S-68W
CHECKED BY:	JMP	DATE:	10-31-17	JOB NUMBER:	SR190B