

## Right-of-Way Agreement

This Agreement is made and entered into by and between **Jonathan A. Shafto and Kathrene L. Shafto** whose address is **7628 Lincoln Way, Denver, CO 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 **7628 Lincoln Way, Denver, CO 80221** hereinafter (the "Property") for the 2018 Miscellaneous Concrete and ADA Ramps Project (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 **ONE THOUSAND NINE HUNDRED TWO AND NO/100 DOLLARS (\$1,902.00)**, 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 \$1,696.00 for the land dedication of road right-of-way, \$164.00 for stones, \$30.00 for landscape timbers and \$12.00 for redwood mulch. 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 July 19, 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 will remove approximately 3 cubic yards of redwood mulch, 20 feet of landscape timbers and 5 landscape stones. But the County has agreed to reimburse the

owner the expense of the lost timbers, mulch and stones 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: \_\_\_\_\_

Jonathan A. Shafto

Date: \_\_\_\_\_

6/29/18

By: \_\_\_\_\_

Kathrene L. Shafto

Date: \_\_\_\_\_

6/29/2018

Approved:

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

Approved as to Form:

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

## EXHIBIT "A"

### DEED FROM JOHNATHAN AND KATHERENE SHAFTO TO THE COUNTY OF ADAMS, STATE OF COLORADO

#### Legal Description

A parcel of land being a portion of Lot 1, Block 5, of the SHERRELWOOD ESTATES FILING NO. 4, a Subdivision recorded on October 19, 1959 in File No. 10 Map 343 Reception No. 594561 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Northwest Quarter of Section 34, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, being more particularly described as follows:

Beginning at the Northwestern Corner of said Lot 1, said point being the beginning of a nontangent curve concave Northwesternly and having a radius of 175.00 feet, said curve being the Northerly line of said Lot 1; thence Northeasterly along said curve to the left, and the Northerly line of said Lot 1, a distance of 18.01 feet through a central angle of 5°53'45", with a chord bearing North 57°54'28" East and a chord distance of 18.00 feet;

Thence leaving said Northerly line, South 16°26'24" West, a distance of 26.98 feet to the beginning of a nontangent curve concave Westerly and having a radius of 440.00 feet, said curve being the Westerly line of said Lot 1;

Thence Northwesternly along said curve to the left, and the Westerly line of said Lot 1, a distance of 18.00 feet through a central angle of 2°20'39", with a chord bearing North 25°01'40" West and a chord distance of 18.00 feet to the Point of Beginning.

Containing: 157 square feet, more or less.

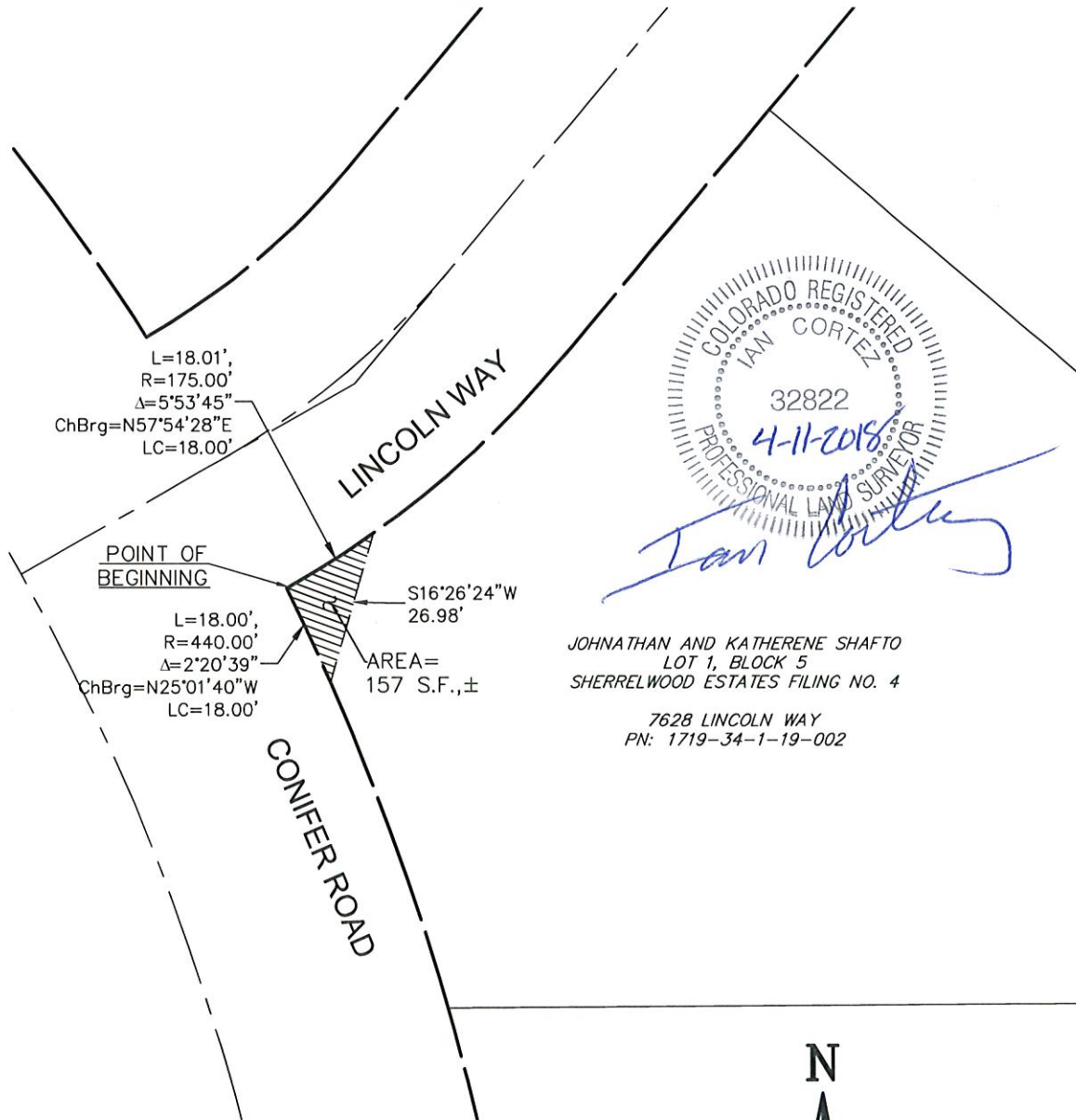
Legal description prepared by:

Ian Cortez, PLS  
Colorado Professional  
Land Surveyor No. 32822  
For and on behalf of:  
Adams County, Colorado

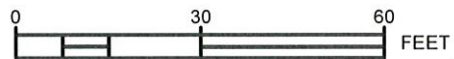
Exhibit "B" attached and hereby made a part thereof.



# EXHIBIT "B"



JOHNATHAN AND KATHERENE SHAFTO  
LOT 1, BLOCK 5  
SHERRELWOOD ESTATES FILING NO. 4  
7628 LINCOLN WAY  
PN: 1719-34-1-19-002



SCALE: 1" = 30'



**ADAMS COUNTY**  
COLORADO

THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND  
SHOULD NOT BE USED AS SUCH. IT IS INTENDED ONLY  
TO DEPICT THE ATTACHED LEGAL DESCRIPTION.