

Right-of-Way Agreement

This Agreement is made and entered into by and between **Kevin Ray Kitzmann and Patricia Ann Kitzmann** whose address is **400 West 80th Avenue, 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 **400 West 80th Avenue, 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 **EIGHT HUNDRED FIFTY-FIVE AND NO/100 DOLLARS (\$855.00)**, 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 \$540.00 for the land dedication of road right-of-way, \$260.00 for chain link fence, and \$55.00 for sod. 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 18, 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 50 square feet of lawn/sod and approximately 14 lineal feet of chain link fence. But the County has agreed to reimburse the owner

the expense of the lost lawn/sod and chain link fence plus fence permit fee and made a part of this Agreement.

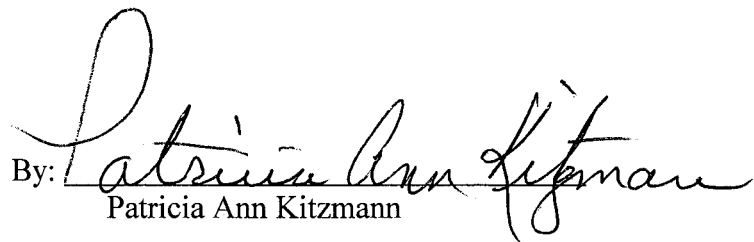
6. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.
7. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement 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:

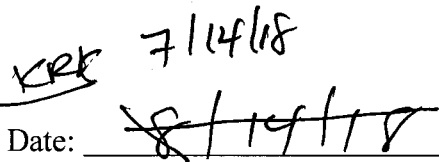
By: _____


Kevin Ray Kitzmann

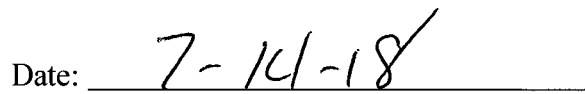
By: _____


Patricia Ann Kitzmann

Date: _____


7/14/18

Date: _____


7-14-18

Approved:

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

Chair

Date

Approved as to Form:

County Attorney

EXHIBIT "A"

DEED FROM KEVIN AND PATRICIA KITZMANN TO THE COUNTY OF ADAMS, STATE OF COLORADO

Legal Description

A parcel of land being a portion of Lot 1, Block 16, of the SHERRELWOOD ESTATES FILING NO. 1A, a Subdivision recorded on July 20, 1959, in File No. 10 Map 334 Reception No. 588159 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 6th Principal Meridian, being more particularly described as follows:

Beginning at the Northwestern Corner of said Lot 1, thence North 89°51'39" East, along the Northerly line of said Lot 1, a distance of 10.00 feet;

Thence leaving said Northerly line, South 44°52'43" West, a distance of 14.15 feet to a point on the Westerly line of said Lot 1;

Thence North 0°06'13" West, along the Westerly line of said Lot 1, a distance of 10.00 feet to the Point of Beginning.

Containing: 50 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.

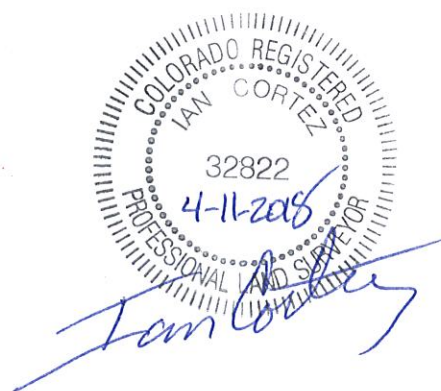


EXHIBIT "B"

POINT OF BEGINNING

N89°51'39"E
10.00'

W. 80th AVENUE

N0°06'13"W
10.00'

S44°52'43"W
14.15'

AREA=
50 S.F., ±

KEVIN AND PATRICIA KITZMANN
LOT 1, BLOCK 16
SHERRELWOOD ESTATES FILING NO. 1A

400 W 80th AVENUE
PN: 1719-34-2-04-001

CONIFER ROAD



SCALE: 1" = 30'



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