

## **Right-of-Way Agreement**

This Agreement is made and entered into by and between **David J. Gaitan** whose address is **181 Delta Street, 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 **181 Delta Street, 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 TWO HUNDRED EIGHTY AND NO/100 DOLLARS (\$1,280.00)**, 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, \$225.00 for wood fence, \$5.00 for rock landscape, \$25.00 for tulips, \$50.00 for flagstone pavers, \$400.00 for labor, and \$35.00 for indirect costs. 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 15, 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 14 lineal feet wood rail fence, rock landscape, tulips, flagstone pavers. But the County has agreed to reimburse the owner the expense of the lost wood rail fence, rock landscape, tulips, flagstone pavers, labor, and indirect costs, 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: David J. Gaitan  
David J. Gaitan

Date: 6-22-18

Approved:

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

Approved as to Form:

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

**EXHIBIT "A"**  
**DEED FROM DAVID GAITAN**  
**TO**  
**THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

A parcel of land being a portion of Lot 20, Block 11, of the SHERRELWOOD ESTATES FILING NO. 1, a Subdivision recorded on December 24, 1958 in File No. 10 Map 301 Reception No. 569158 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 Southwesterly Corner of said Lot 20, thence North 49°43'10" East, along the Southerly line of said Lot 20, a distance of 10.00 feet;

Thence leaving said Southerly line, North 84°16'52" West, a distance of 13.89 feet to the beginning of a nontangent curve concave Northeasterly and having a radius of 860.00 feet, said curve being the Westerly line of said Lot 20;

Thence Southerly along said curve to the left, and the Westerly line of said Lot 20, a distance of 10.00 feet through a central angle of 0°39'58", with a chord bearing South 38°16'54" East and a chord 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"



DAVID GAITAN  
LOT 20, BLOCK 11  
SHERRELWOOD ESTATES FILING NO. 1

181 DELTA ST.  
PN: 1719-34-2-19-002

CONIFER ROAD

DELTA STREET

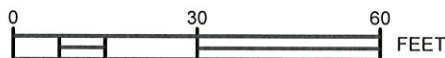
$L=10.00'$   
 $R=860.00'$   
 $\Delta=0^{\circ}39'58''$   
ChBrg= $S38^{\circ}16'54''E$   
 $LC=10.00'$

$N84^{\circ}16'52''W$   
13.89'

$N49^{\circ}43'10''E$   
10.00'

AREA=  
50 S.F.,  $\pm$

POINT OF  
BEGINNING



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.