

ENCROACHMENT AGREEMENT

This encroachment agreement ("Agreement") is entered into this ____ day of _____, 2019 between ADAMS COUNTY, a body politic, whose address is 4430 S Adams County Parkway, Brighton, Colorado 80601 (the "County") and William and Marley Bordovsky (the "Property Owner") whose address is 31390 East 164th Avenue, Hudson, CO 80642. The County and the Property Owner are collectively referred to as the "Parties".

RECITALS

WHEREAS, the Property Owner owns Lot 53, Box Elder Creek Ranch Filing No. 3, a subdivision of a part of the West half of Section 1, Township 1 South, Range 65 West, of the 6th Principal Meridian, Adams County, Colorado, (Tax Parcel # 0156701207002) hereinafter referred to as the "Property"; and,

WHEREAS, Property Owner is requesting to install three landscaped stone retaining walls, hereinafter called the "Improvements", within the right-of-way of East 164th Avenue, being adjacent to the Property as shown on the attached plan.

NOW THEREFORE, the Parties hereby agree that the Improvements will be permitted to encroach onto the County's Right-of-Way, subject to the following:

- A. In the event that the County desires to construct a County project within East 164th Avenue that affects the Improvements, the County may elect to demolish as much of the Improvements as are needed (at the County's expense), or require the Property Owner to remove and later reinstall the Improvements (at the Property Owner's expense), to accommodate the County's project.
- B. The County shall provide the Property Owner written notice of its need to affect the Improvements at least 30 calendar days prior to disturbance of the Improvements. The County will provide the Property Owner information regarding the County's project. If the County decides to require the Property Owner to remove the Improvements, the County will specify a date by which the Improvements shall be removed. It shall be the Property Owner's responsibility to reinstall the Improvements according to the attached plan, unless otherwise approved in writing by the County.
- C. This Agreement creates no property interest for the Property Owner to the County's Right-of-Way except for the specific encroachment as described herein.
- D. Property Owner agrees to indemnify and hold harmless the County, its officials, officers, contractors, agents and employees from any damage occurring to, or caused by, the Improvements or for any harm caused by the Improvements to persons allowed upon the County's Right-of-Way.
- E. The Improvements shall be maintained in accordance with the most current version of the Adams County Codes and Development Standards and Regulations.

- F. This Agreement shall be recorded in the County records and shall run with the Property until such time as the Parties mutually release the other in writing from this Agreement.
- G. The existence of this Agreement does not render the Improvements a legal, non-conforming use of the Property or the County's Right-of-Way.
- H. Property Owner agrees to accept any and all consequences and any damages, to downstream property owners, related to the modification of the drainage and roadside swale.

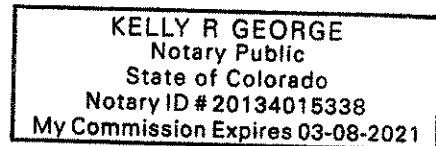
PROPERTY OWNER:

By: William Bordovsky
William Bordovsky

By: Marley Bordovsky
Marley Bordovsky

STATE OF COLORADO

COUNTY OF Arapahoe



The foregoing instrument was acknowledged before me this 8th day of June 2019, by William Bordovsky, as Owner, and Marley Bordovsky as Owner.

Witness my hand and official seal: Kelly R George
Notary Public
My commission expires: 3/8/2021

COUNTY:

Board of County Commissioners,
County of Adams, State of Colorado

Attest:
Josh Zygielbaum, Clerk

By: _____
Chair

By: _____
Deputy Clerk

Approved as to form: _____
County Attorney's Office

CONCEPT FOR DESIGN
PLAN FOR THE
BORDOVSKY
RESIDENCE UPGRADES
PROJECT 2015

Key Note	Description	QTY	Photo Index ID
A	Remove existing retaining wall and install new retaining wall with gabion baskets and stone wall.	12'00' LF	
B	New garden bed in existing driveway with 1/2" x 1/2" x 1/2" edging, drip irrigation, rock mulch, plantings, and rocks.	4'00' LF	
C	New 1/2" x 1/2" x 1/2" edging, drip irrigation, rock mulch, and 1/2" x 1/2" x 1/2" edging.	13'00' LF	
D	New Buffalo (Native) Grass area.	7'00' SF	
E	New crusher-fine driveway with concrete on paver edging.	14'00' SF	
F	New garden bed including edging, drip irrigation, rock mulch, plantings, and rocks.	11'20' SF	
G	New 1/2" x 1/2" x 1/2" edging, drip irrigation, rock mulch, and 1/2" x 1/2" x 1/2" edging.	13'00' SF	
H	New landscape stone wall.	7'00' LF	
I	New natural or cut stone retaining wall using retaining drainage tie.		

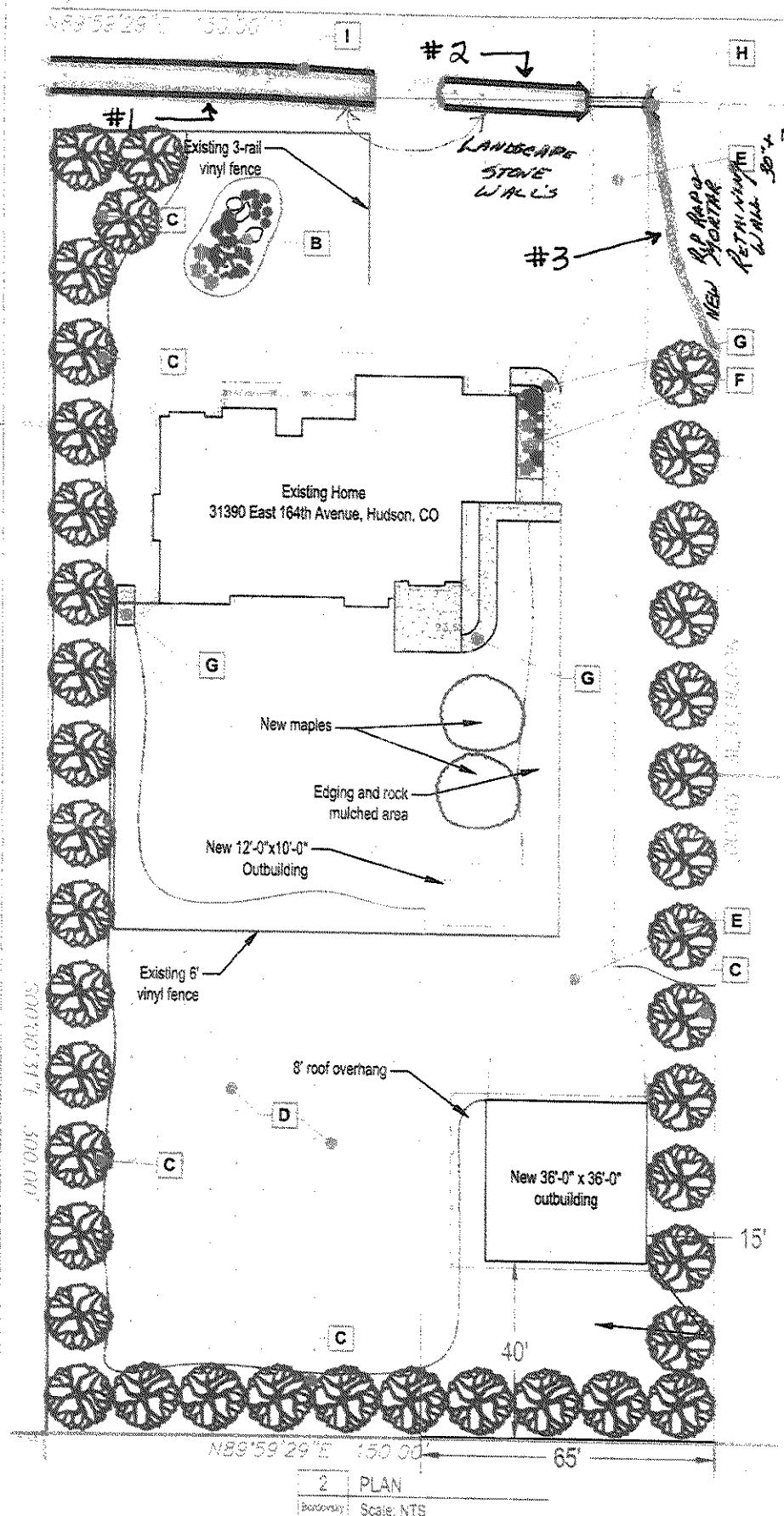
GENERAL NOTES:

- All construction to meet MDA and Federal, state, and local building codes.
- All new plantings will meet MDA requirements for species selection and low water use.

KEY
<input checked="" type="checkbox"/> New modifications, see narrative below
<input type="checkbox"/> New rock mulched area
<input type="checkbox"/> New Buffalo (Native) Grass Areas

1 KEYS AND NOTES
Bordovsky Scale: NTS

Bouquet Landscaping & Design
PO Box 17872
Boulder, CO 80308
P: (303) 301-5172
www.bouquetlandscaping.com



2 PLAN
Bordovsky Scale: NTS

DRAWING TITLE
Bordovsky Residence Upgrades
Conceptual Design

PROJECT
Bordovsky

PM	NO.	DATE	BY
DRAWN	01	08/04/2015	KPB
CHECK	02	10/03/2015	KPB
DESIGN			
APPROV			

DRAWING NUMBER
C1

SHEET 1 of 1 REV 02