

Right-of-Way Agreement

This Agreement is made and entered into by and between **74th Avenue Limited Partnership**, whose address is **270 St. Paul Street, Suite 300, Denver, Colorado 80206** (“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 a permanent utility easement on the property located at **7450 York Street, Denver, Colorado 80229**, hereinafter (the “Property”) for the York Street Improvements Project – York Street from East 78th Avenue to Highway 224 (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 permanent utility easement described herein is **FIVE THOUSAND FOUR HUNDRED DOLLARS AND NO/100 (\$5,400.00)** including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. 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 permanent utility easement 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 for the permanent utility easement 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 **October 30, 2018**.
3. Owner hereby irrevocably grants to the County possession and use of the permanent utility easement upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the permanent utility easement 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 Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and requires the permanent utility easement for a public purpose.
6. 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.
7. 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.
8. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

74th Avenue Limited Partnership

By: _____

Nick J. Zieser, CFO

Date: _____

10/12/18

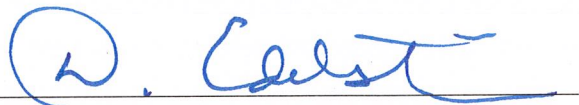
Approved:

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

Chair

Date

Approved as to Form:



County Attorney

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That **74TH Avenue Limited Partnership**, whose address is 270 St. Paul Street, Suite 300, Denver, Colorado 80206 (hereinafter called "Grantor"), for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, and convey to the **County of Adams**, State of Colorado, whose address is 4430 South Adams County Parkway, Brighton, Colorado, 80601, (hereinafter called "Grantee"), for the use of the public a non exclusive utility easement for the installation, operation, maintenance and replacement of either underground or above ground utilities lines and each and all of its appurtenances thereto, and may from time to time require on, over, under and across the following described strip of land which undersigned Grantor owns, said easements and rights to be utilized in a responsible and prudent manner on, over and across the following described land to wit:

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

together with the following rights: (a) of ingress and egress over and across the lands of the undersigned to and from the above-described parcel for the purpose of exercising the rights herein granted; (b) to place location markers on or beyond said strip; (c) to trim interfering trees and brush and remove objects interfering therewith; (d) to permit other public utilities to attach wires and fixtures to above-ground facilities or to use trenches jointly in the event of underground installation; and (e) to open and re-close any fences crossing said strip or, when agreed to by Grantor, install gates and stiles in such fences.

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the public utilities, in connection with this easement shall be done with care, and the property shall be restored to its original condition, or as close thereto as possible, except as necessarily modified to protect the facilities and appurtenances installed by the public utility.

The Grantor reserves the right to use and occupy the easement for any purpose not inconsistent with the rights and privileges above granted and which will not interfere with or endanger any of the utility facility and appurtenances therein. Grantor agrees not to erect or construct any building or structure within the easement.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this

12th day of October, 2018.

74th Avenue Limited Partnership

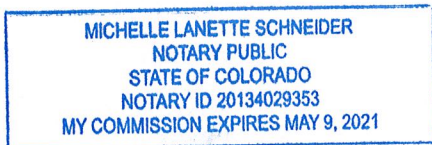
By: _____

Nick J. Zieser, CFO

STATE OF Colorado)
COUNTY OF Denver) §

The foregoing instrument was acknowledged before me this 12th day of October, 2018 by Nick J. Zieser, as CFO of 74th Avenue Limited Partnership.

IN WITNESS WHEREOF, I have hereto set my hand and official seal.



Michelle L. Schneider

Notary Public

My commission expires: May 9, 2021

EXHIBIT “A”

**PERMANENT UTILITY EASEMENT
FROM 74TH AVENUE LIMITED PARTNERSHIP
TO
THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

(Parcel PE-16)

Being a portion of the parcel of land described in the Warranty Deed recorded on May 1, 1997 in Book 4996 at Page 568 of the records in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southwest Quarter of Section 36, Township 2 South, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

Commencing at the Southeast Corner of the York Street right of way (Parcel 16) as described in the Warranty Deed recorded on March 2, 2018 at Reception No. 2018000017802 in the Office of the Clerk and Recorder of said Adams County, thence North 00°06'45" West, along said Easterly right of way, a distance of 10.00 feet to the True Point of Beginning:

Thence continuing along said Easterly right of way, North 00°06'45" West, a distance of 30.00 feet;

Thence leaving said Easterly right of way, North 89°53'15" East, a distance of 20.00 feet;

Thence South 00°06'45" East, a distance of 30.00 feet;

Thence South 89°53'15" West, a distance of 20.00 feet to the True Point of Beginning.

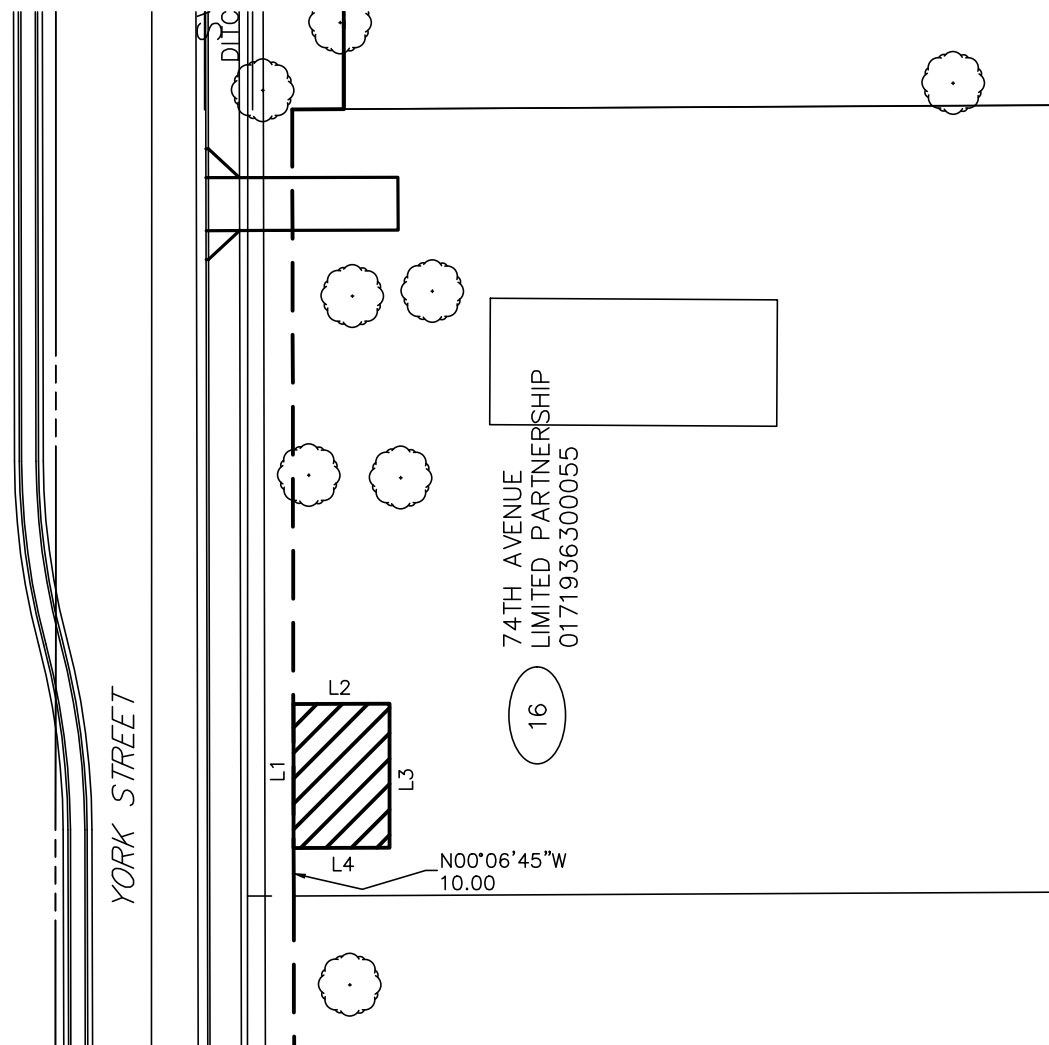
Containing: 600 square feet, more or less.

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"

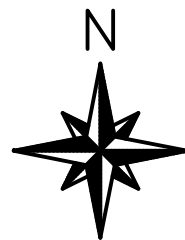


Line Table		
Line #	Direction	Length
L1	N00°06'45"W	30.00
L2	N89°53'15"E	20.00
L3	S00°06'45"E	30.00
L4	S89°53'15"W	20.00



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.



0 20 40
FEET

SCALE: 1" = 40'