

Right-of-Way Agreement

This Agreement is made and entered into by and between **Fredric M. Sims, Trustee**, whose address is **3032 Albion Street, Denver, Colorado 80207** (“**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 **7680 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 26, 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.

By: Fredric M. Sims
Fredric M. Sims, Trustee

Date: 10/29/18

Approved:

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

Chair

Date

Approved as to Form:

County Attorney