

Right-of-Way Agreement

This Agreement is made and entered into by and between **CLEAR CREEK STATION METROPOLITAN DISTRICT NO. 1**, whose address is **11002 Benton Street, Westminster, CO, 80020** ("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 1625 West 67th Avenue and 1610 ½ West 67th Avenue being conveyed hereinafter (the "Property") for the Traffic Signal Cabinet Upgrade Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A, B, C & D 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 **SIX THOUSAND THREE HUNDRED FORTY-FIVE AND NO/100 DOLLARS (\$6,345.00)**, 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 \$6,345.00 for the conveyance of permanent utility easements. 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.
3. The 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 Owner agrees to pay all 2019 taxes due in 2020 prior to tender by the County.
5. 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.

6. In further consideration of the granting of this easement, it is hereby agreed that all work performed by the County, its successors, and assigns, in connection with this easement shall be done with care. Following completion of the work performed the surface of the property disturbed during construction shall be restored reasonably similar to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the street improvements being installed.
7. 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.
8. 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.
9. 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.
10. The Owner shall be responsible for reporting proceeds of the sale to taxing authorities, including the submittal of Form 1099-S with the Internal Revenue Service, if applicable.
11. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Clear Creek Station Metropolitan District No. 1:

By: _____

Print: _____

Date: _____

Approved:

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

Chair

Date

Approved as to Form:

County Attorney