

Right-of-Way Agreement

This Agreement is made and entered into by and between **Hector Ramirez and Brisa Villa** whose address is **7721 Linda Lane, 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 **7721 Linda Lane, Denver, CO 80221** hereinafter (the “Property”) for the 2019 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 **FIVE HUNDRED FIFTY AND NO/100 DOLLARS (\$550.00)**, 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 \$170.00 for the acquisition of road right-of-way, \$230.00 for split rail fence and \$150.00 for evergreen bush. 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. 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 8 lineal feet of timber split rail fence and evergreen bush. But the County has agreed to reimburse the owner the expense of the lost split rail fence, evergreen bush 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. 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.
10. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner:

By: _____

Hector Ramirez

By: _____

Brisa Villa

Date: _____

08/06/2020

Date: _____

08/06/2020

Approved:

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

Chair

Date

Approved as to Form:

County Attorney

WARRANTY DEED

THIS DEED, dated this _____ day of _____, 20____, between **HECTOR RAMIREZ AND BRISA VILLA**, whose address is 7721 Linda Lane, Denver, Colorado 80221, grantor(s), and the **COUNTY OF ADAMS, State of Colorado**, whose legal address is 4430 South Adams County Parkway , Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of **FIVE HUNDRED FIFTY AND NO/100 DOLLARS (\$550.00)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm, unto the grantee(s), its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of Adams, State of Colorado, described as follows:

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

Also known by street and number as: 7721 Linda Lane

Assessor's schedule or parcel number: part of 0-1719-34-2-25-001

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except interests of record.

The grantor(s) shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the grantee(s), its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the grantor(s) have executed this deed on the date set forth above.

Hector Ramirez

Brisa Villa

STATE OF _____)
County of _____) §

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Hector Ramirez and Brisa Villa.

Witness my hand and official seal.
My commission expires:

Notary Public

EXHIBIT "A"

**DEED FROM HECTOR RAMIREZ AND BRISA VILLA
TO
THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

Being a portion of Lot 16 Block 24 of the SHERRELWOOD ESTATES FILING NO. 1, a Subdivision recorded on December 24, 1958 in File No. 10 Map 54 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 6th Principal Meridian, being more particularly described as follows:

Beginning at the most Northerly Corner of said Lot 16, thence South 37°14'48" East, along the Northeast line of said Lot 16, a distance of 7.00 feet;

Thence leaving said Northeast line, North 66°59'30" West, a distance of 8.06 feet to the Northwest line of said Lot 16;

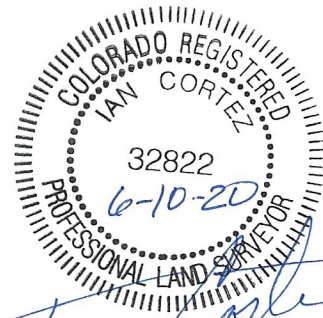
Thence North 52°45'12" East, along the Northwest line of said Lot 16, a distance of 4.00 feet to the Point of Beginning.

Containing: 14 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.

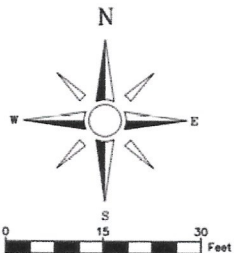


A handwritten signature in blue ink that reads "Ian Cortez", written over the bottom portion of the professional seal.

ADAMS COUNTY PUBLIC WORKS

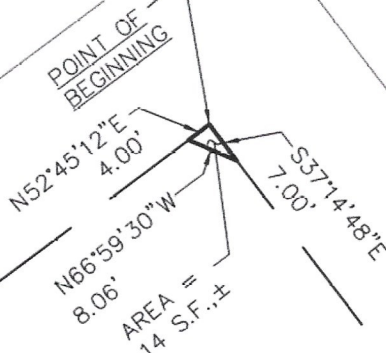
EXHIBIT "B"

LOCATED in the NW1/4 of SEC 34, T2S, R68W of the 6th P.M.,
COUNTY OF ADAMS, STATE OF COLORADO



DAKIN STREET

LINDA LANE



HECTOR RAMIREZ
& BRISA VILLA

7721 LINDA LANE
PN: 1719-34-2-25-001

LOT 16 BLOCK 24
SHERRELWOOD ESTATES
FILING NO. 1



LINEAL UNITS=US SURVEY FEET

THIS EXHIBIT IS NOT A BOUNDARY
SURVEY AND SHOULD NOT BE USED AS
SUCH. IT IS INTENDED ONLY TO DEPICT
THE ATTACHED LEGAL DESCRIPTION.

