

## RIGHT-OF-WAY AGREEMENT

This Agreement is made and entered into by and between **KSKK, LLC, a Colorado limited liability company**, whose address is 1290 East 58<sup>th</sup> Avenue, Denver, Colorado 80216 ("Owner"), and the County of Adams, State of Colorado, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at 1290 East 58<sup>th</sup> Avenue, hereinafter (the "Property") for the 58<sup>th</sup> Avenue Widening 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 **FIFTY THOUSAND FIVE HUNDRED FIFTY AND NO/100'S DOLLARS (\$50,550.00)** 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 \$23,030.00 for the conveyance of road right-of-way, \$2,850.00 for the removal of asphalt paving, lawn, irrigation equipment, sign, landscape rock, landscape edging and landscape weed barrier, \$20,615.00 for damages and \$4,055.00 for the temporary construction easement. 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 promises 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 delivery 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 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. The County will remove approximately 353 square feet of asphalt paving, 1,232 square feet of lawn and irrigation equipment, 1 wooden sign, 854 square feet of landscape rock and weed barrier, and 59 lineal feet of landscape edging. The County has agreed to reimburse the Owner the expense of the removed items and made a part of this agreement.

7. The County will be relocating the private sanitary sewer lift station and placing it behind the new right-of-way line as part of the project.

8. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and requires the Property for a public purpose.

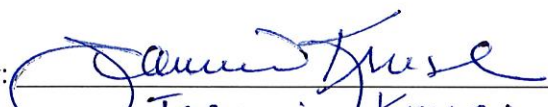
9. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.

10. 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.

11. 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.

12. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

**Owner: KSKK, LLC, a Colorado limited liability company**

By:   
Print Name: Jeannie Kruse  
Title: member  
Date: 07/12/2020

**Approved:**

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
County Attorney



# Drexel, Barrell & Co.

JULY 19, 2019

## LEGAL DESCRIPTION PARCEL RW-42 RIGHT-OF-WAY DEDICATION

Engineers/Surveyors

Boulder  
Colorado Springs  
Greeley

1800 38<sup>th</sup> Street  
Boulder, CO 80301-2620

303.442.4338  
303.442.4373 Fax

A TRACT OF LAND BEING A PORTION OF LOT 1, BLOCK 1, GAVITO SUBDIVISION, RECORDED AT RECEPTION NO. 985524, LOCATED IN THE SW1/4 OF SECTION 11, T3S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF EAST 58TH AVENUE, THENCE S89°54'29"E, 191.91 FEET ALONG THE NORTHERLY LINE OF SAID LOT 1 AND ALONG SAID SOUTHERLY LINE OF EAST 58TH AVENUE TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S00°05'31"W, 10.00 FEET ALONG THE EASTERLY LINE OF SAID LOT 1; THENCE N89°54'29"W, 191.91 FEET TO THE WESTERLY LINE OF SAID LOT 1; THENCE N00°05'31"E, 10.00 FEET ALONG SAID WESTERLY LINE OF LOT 1 TO THE **POINT OF BEGINNING**.

CONTAINING 0.044 ACRES OR 1919 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION PREPARED BY:  
MATHEW E. SELDERS  
DREXEL, BARRELL & CO.  
1800 38TH STREET  
BOULDER, CO 80301  
(303) 442-4338

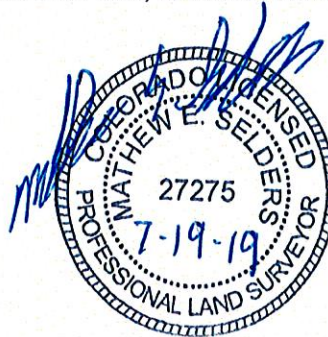




EXHIBIT  
PARCEL RW-42  
R.O.W. DEDICATION

EAST 58TH AVENUE

POINT OF BEGINNING

NW COR. OF LOT 1, BLOCK 1

(43)  
MASAD MONAWARA AND  
MASAD MOHAMMAD

S89°54'29"E 191.91'

N89°54'29"W 191.91'

N00°05'31"E  
10.00'

S00°05'31"W  
10.00'

KSKK LLC  
1290 E 58TH AVE  
AREA = 1919 SQ. FT. +/-,  
0.044 ACRES +/-

(41)  
TOEPPER LLC

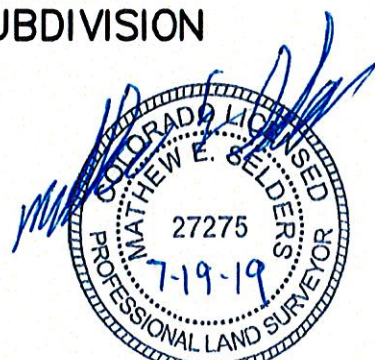
LOT 1, BLOCK 1  
GAVITO SUBDIVISION



SCALE 1" = 40'

NOTES

1. THIS MAP IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
2. INFORMATION PERTAINING TO OWNERSHIP & RIGHT-OF-WAY IS BASED UPON PUBLIC INFORMATION AVAILABLE FROM THE ADAMS COUNTY ASSESSORS OFFICE, AND DOES NOT CONSTITUTE A TITLE SEARCH BY DREXEL, BARRELL & CO. TO DETERMINE OWNERSHIP & EASEMENTS OF RECORD.



IN ACCORDANCE WITH CRS 13-80-105;

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

Drexel, Barrell & Co.

Engineers/Surveyors

1800 38TH STREET BOULDER, COLORADO 80301 (303) 442-4338

BOULDER, COLORADO (303) 442-4338

COLORADO SPRINGS, COLORADO (719) 260-0887

GREELEY, COLORADO (970) 351-0645



Revisions - Date

Date  
7/19/19

Drawn By  
MNF

Job No.  
20961-00

Scale  
1"=40'

Checked By  
MES

Drawing No.  
IN FILE



Drexel, Barrell & Co.

JULY 19, 2019

Engineers/Surveyors

Boulder  
Colorado Springs  
Greeley

1800 38<sup>th</sup> Street  
Boulder, CO 80301-2620

303.442.4338  
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**LEGAL DESCRIPTION  
PARCEL TCE-42  
TEMPORARY CONSTRUCTION EASEMENT**

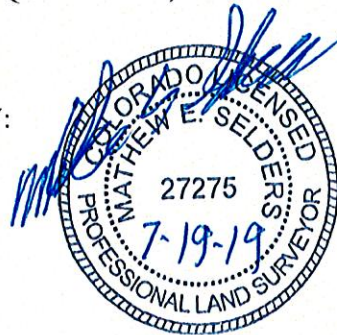
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COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF EAST 58TH AVENUE, THENCE S00°05'31"W, 10.00 FEET ALONG THE EASTERLY LINE OF SAID LOT 1 TO THE **TRUE POINT OF BEGINNING**;

THENCE S00°05'31"W, 46.00 FEET ALONG SAID EASTERLY LINE OF LOT 1; THENCE N89°54'29"W, 48.97 FEET; THENCE N00°05'31"E, 46.00 FEET; THENCE S89°54'29"E, 48.97 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.052 ACRES OR 2253 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION PREPARED BY:  
MATHEW E. SELTERS  
DREXEL, BARRELL & CO.  
1800 38TH STREET  
BOULDER, CO 80301  
(303) 442-4338





**EXHIBIT**  
**PARCEL TCE-42**  
**TEMPORARY CONSTRUCTION EASEMENT**

**EAST 58TH AVENUE**

**POINT OF COMMENCEMENT**  
NE COR. OF LOT 1, BLOCK 1

**S89°54'29"E 48.97'**

**S00°05'31"W 10.00'**

**N00°05'31"E 46.00'**

**KSKK LLC**  
**1290 E 58TH AVE**  
**AREA = 2253 SQ. FT. +/-,**  
**0.052 ACRES +/-**

**N89°54'29"W 48.97'**

**LOT 1, BLOCK 1**  
**GAVITO SUBDIVISION**

**TRUE POINT OF BEGINNING**

**TOEPPER LLC**

**MASAD MONAWARA AND**  
**MASAD MOHAMMAD**



**SCALE 1" = 40'**

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BOULDER, COLORADO (303) 442-4338  
COLORADO SPRINGS, COLORADO (719) 260-0887  
GREELEY, COLORADO (970) 351-0845

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	7/19/19	MNF	20961-00
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