

## Right-of-Way Agreement

This Agreement is made and entered into by and between MD/Hogan, LLC whose address is 7740 Dahlia Street, Commerce City, Colorado 80022 ("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 address of property being conveyed hereinafter (the "Property") for the Dahlia Street Roadway and Drainage Improvements, E. 74<sup>th</sup> Ave to E. 78<sup>th</sup> Ave (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 **FORTY EIGHT THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$48,500.00)**, 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 \$8,460.00 for the conveyance of road right-of-way, \$7,227 for temporary easements, and \$32,813 for certain improvements (spear top fence, trees, and irrigated landscaping). 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. The County will remove approximately 6,833 square feet of irrigated landscaping. Additionally, 5 trees will be removed. Finally, approximately 15 LF of spear top fencing will be removed. The County will not reset or reconstruct these improvements. But the County has agreed to reimburse the owner the expense of these improvements and made a part of this Agreement.
7. The County's construction contractor will remove and store approximately 240 LF of spear top fencing located in the Temporary Easement area. Temporary security fencing will be installed and remain in place throughout the project. Upon completion of construction, the contractor will reinstall the spear top fencing as near as possible to its current location, less the 15 LF to be removed. It is the Contractor's responsibility to document the condition of the structure prior to construction. Any existing damage or condition that may be disputable after the structure is replaced should be brought to the County's attention prior to construction. If necessary, new material shall be used at the direction of the County. If any of the spear top fencing or remainder of the Property, including improvements, is damaged during construction, the County will repair the damage.
8. 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.
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. 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.
12. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

MD/Hogan, LLC:

By: \_\_\_\_\_

Name

Its: \_\_\_\_\_

Title

Date: \_\_\_\_\_

Approved:

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

Approved as to Form:

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