

Right-of-Way Agreement

This Agreement is made and entered into by and between **Ramiro R. Dorado Rosales** whose address is **8141 Welby Road, Denver, Colorado 80229** ("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 York Street Improvements Project – East 78th Avenue to East 88th Avenue (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 **THIRTY-FIVE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$35,250.00)**, 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 \$33,380.00 for the conveyance of road right-of-way and \$1,870 for one tree. 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 2020 taxes due in 2021 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 one tree. But the County has agreed to reimburse the owner the expense of the lost tree and made a part of this Agreement.
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.

Owner:

By: Ramiro Dorado Rosales
Ramiro R. Dorado Rosales

Date: 4/16/21

Approved:

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

Chair

Date

Approved as to Form:

County Attorney

EXHIBIT "A"
RIGHT-OF-WAY NUMBER: RW-214
PROJECT NUMBER: IMP-3056-1603
SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST
SIXTH PRINCIPAL MERIDIAN
ADAMS COUNTY

DESCRIPTION

A tract or parcel of land No. RW-214 of Adams County Project Number IMP-3056-1603, containing 5,443 square feet, more or less, being a portion of that parcel of land described in a Quit Claim Deed, Recorded July 11, 2016, at Reception No. 2016000054764, of the records of the Adams County Clerk and Recorders Office, situated in the Southwest Quarter of Section 25 Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

COMMENCING at the Southwest corner of Section 25 whence the West Line of the Southwest quarter of Section 25 bears N00°04'09"E a distance of 2628.81 feet;

Thence N02°16'41"E a distance of 460.28 feet to the Southeast corner of said parcel and the **POINT OF BEGINNING PARCEL RW-214;**

Thence N71°07'44"W along the southerly boundary of said parcel, a distance of 10.77 feet;

Thence departing the southerly boundary Northeasterly, a distance of 21.33 feet along a non-tangent curve to the right, said arc having a radius of 421.00 feet and a central angle of 02°54'10", and being subtended by a chord with a bearing of N32°19'56"E and a distance of 21.33 feet;

Thence N33°47'02"E, a distance of 526.61 to a point on the northerly boundary of said parcel;

Thence along the northerly boundary of said parcel S56°15'30"E, a distance of 8.97 feet to a point on the easterly boundary of said parcel;

Thence S33°34'34"W along the easterly boundary of said parcel a distance of 545.17 feet to the **POINT OF BEGINNING PARCEL RW-214.**

Containing 5,443 sq. ft. +/-

I, Jerry R. Johnson, Colorado Professional Surveyor in the State of Colorado, do hereby certify that this easement description and the field survey on the ground upon which it is based were performed by me or under my direct supervision.

Jerry R. Johnson, PLS 29417

Date:

For and on Behalf of

Petroleum Field Services, LLC

d.b.a. Ascent Geomatics Solutions



W 1/4 COR. SEC. 25
3-1/4" ALUMINUM CAP
MARKED "PLS 20155 1990"

N00°04'09"E 2628.81'
(BASIS OF BEARINGS)
W. LINE SW 1/4 SEC. 25

OWNER:
ROSALES DORADO
8141 WELBY RD
DENVER, CO 80229

S56°15'30"E 8.97'

RW-214
5,443 SQ FT +/-

SW 1/4, SW 1/4
SEC 25
T2S, R68W 6TH P.M.

L=21.33'
R=421.00'
D=2°54'10"
CH=N32°19'56"E
21.33'

N71°07'44"W 10.77'

P.O.B.
RW-214

0 100' 200'
GRAPHIC SCALE: 1" = 100'

N02°16'41"E
460.28'

SW COR. SEC. 25
(CALCULATED POSITION)
P.O.C. RW-214

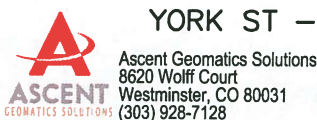
N89°26'42"E
30.00'

30.00' W.C. SW COR. SEC. 25
3-1/4" ALUMINUM CAP
MARKED "30.00' W.C. JR ENG
LS 25369 2000"

JERRY R JOHNSON PLS 29417
DATE:
PROJ: IMP-3056-1603
FOR AND ON BEHALF OF
PETROLEUM FIELD SERVICES, LLC
d.b.a. ASCENT GEOMATICS SOLUTIONS



NOTE: THIS IS NOT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO BE A GRAPHIC
DEPICTION OF THE ATTACHED DESCRIPTION.



RW-214	
ROSALES DORADO	
File Name:	RCG_B180001-RW-214
Project No.	IMP-3056-1603
Print Date:	01-20-2020
Sheet:	2 of 2