

Right-of-Way Agreement

This Agreement is made and entered into by and between **Rodney W. Henderson** whose address is **4052 Simms Street, Wheat Ridge, CO 80033** (“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 5676 Pecos Street being conveyed hereinafter (the “Property”) for the Pecos Street Improvements 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 **EIGHT THOUSAND TWO HUNDRED FIFTY (\$8,250.00)**, including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. 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 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. 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.
10. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner:

By: Sandra R. Henderson, Personal Rep.
Rodney W. Henderson

Date: 7-6-2021

Approved:

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

Chair

Date

Approved as to Form:

County Attorney

EXHIBIT A

SHEET 1 OF 2

LAND DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF PARCEL NUMBER 0182509400025 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 9; THENCE ALONG THE EASTERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 9, N00°03'19"E A DISTANCE OF 421.79 FEET; THENCE S89°56'41"E A DISTANCE OF 45.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF NORTH PECOS STREET AND THE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF NORTH PECOS STREET, N00°03'19"E A DISTANCE OF 18.50 FEET; THENCE N89°48'48"E A DISTANCE OF 22.18 FEET; THENCE S00°13'10"E A DISTANCE OF 18.50 FEET; THENCE S89°48'48"W A DISTANCE OF 22.26 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.009 ACRES OR 411 SQUARE FEET MORE OR LESS.

ALL LINEAL DIMENSIONS ARE U.S. SURVEY FEET.

BASIS OF BEARING

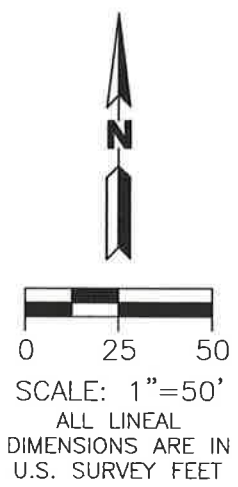
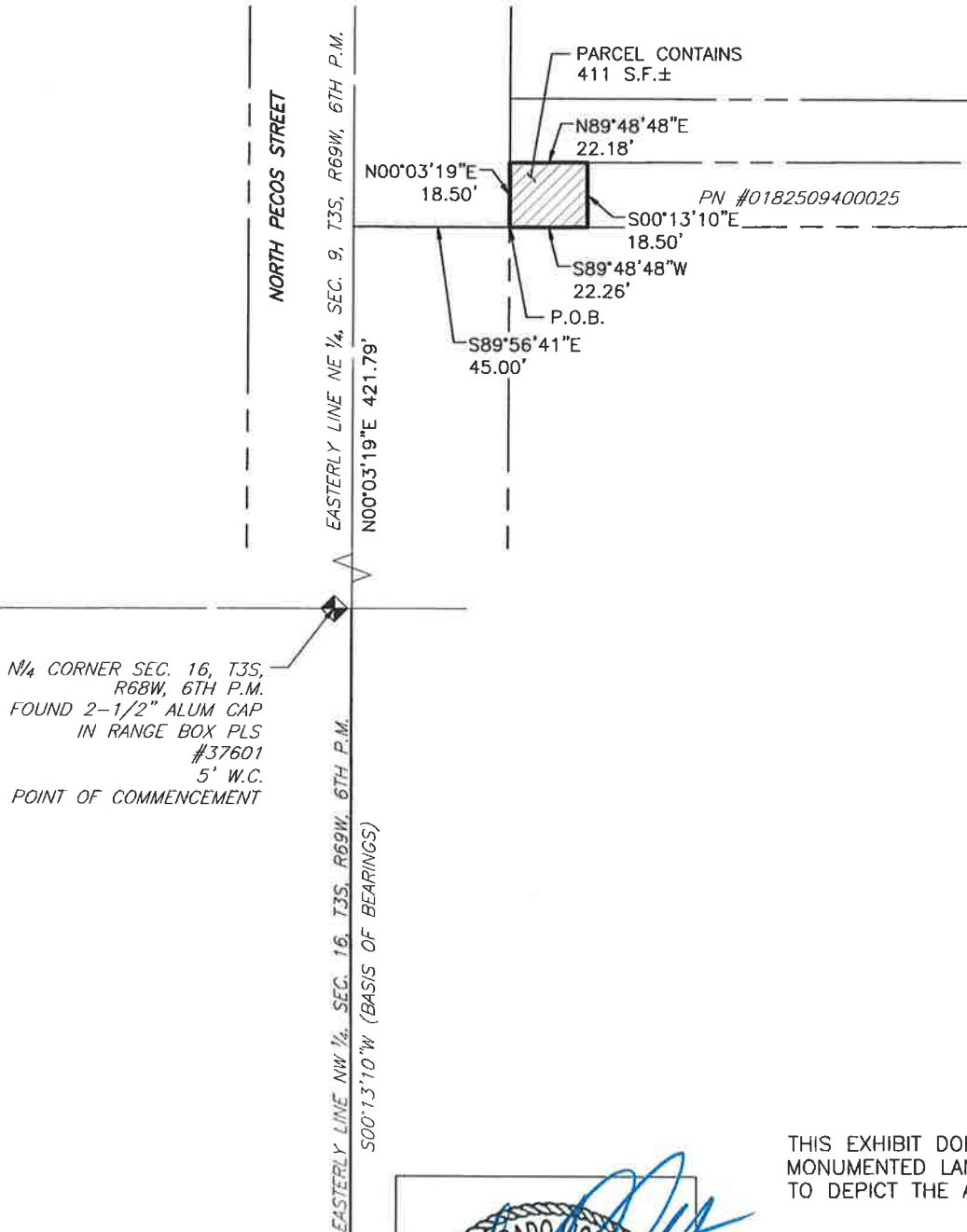
BEARINGS ARE BASED ON THE ADAMS COUNTY HORIZONTAL CONTROL NETWORK ALONG THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARING S00°13'10"W AND BEING MONUMENTED BY A FOUND 2-1/2" ALUMINUM CAP IN RANGE BOX PLS #37601 (5' W.C.) AT THE NORTH QUARTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX ILLEGIBLE AT THE CENTER QUARTER CORNER.

PREPARED BY ESTRELLA V. BERNAL
REVIEWED BY SCOTT A AREHART, PLS
FOR AND ON BEHALF OF MARTIN/MARTIN, INC
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
PROJECT NO. 19.0102
AUGUST 21, 2020
303-431-6100



EXHIBIT A

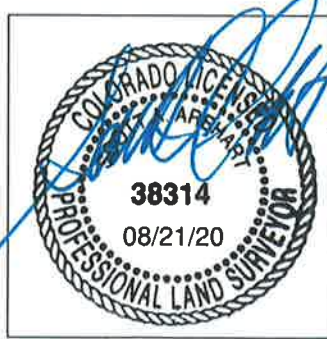
SHEET 2 OF 2



THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED LAND SURVEY. IT IS ONLY
TO DEPICT THE ATTACHED DESCRIPTION.

AUGUST 21, 2020

1/4 CORNER SEC. 16, T3S,
R68W, 6TH P.M.
FOUND 3-1/4" ALUM CAP
IN RANGE BOX ILLEGIBLE



MARTIN/MARTIN
CONSULTING ENGINEERS

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