

Right-of-Way Agreement

This Agreement is made and entered into by and between Denver Mart, LLC, a Delaware limited liability company whose address is 451 East 58th Avenue, Suite 2490, Denver, Colorado 80216 ("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 and a temporary construction easement on certain property located at 5884 Washington Street, Denver, Colorado (hereinafter, the "ROW Property") for the East 58th Avenue Improvements Project (the "Project"). The legal description and conveyance documents for the ROW Property are set forth in **Exhibits A and B** attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the ROW Property described herein is **Five Thousand Four Hundred Twenty and no/100 Dollars (\$5,420.00)**, 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 \$4,515.00 for the conveyance of road right-of-way \$905.00 for the temporary construction easement. This consideration has been agreed upon by 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 ROW Property, that the Owner owns the ROW 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 for the ROW 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 ROW Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the ROW 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 remainder 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 ROW 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 parties' 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: Denver Mart, LLC, a Delaware limited liability company

By: 

Print Name: Edward D Herrick II

Title: MANAGER

Date: 6/5/21

Approved:

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

Chair

Date

Approved as to Form:



County Attorney

SPECIAL WARRANTY DEED

THIS DEED, dated this 23rd day of August, 2021, between Denver Mart LLC, a Delaware limited liability company, whose address is 451 East 58th Avenue, Suite 2490 Denver, Colorado 80216, grantor(s), and THE COUNTY OF ADAMS, State of Colorado, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for 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.

Dedicated for RW-1

Also known by street and number as: 5844 Washington Street

Assessor's schedule or parcel number: 0182511315001

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, does covenant, and agree that it 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, by, through or under grantor(s), except and subject to matters of record, and except oil, gas and mineral interests if any and except 2020 taxes due in 2021 which grantor agrees to pay.

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

Denver Mart LLC, a Delaware limited liability company

By: [Signature]
Title: Manager

STATE OF Colorado)
County of San Miguel) §

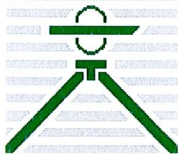
The foregoing instrument was acknowledged before me this 23rd day of August, 2021, by Edward S. Hancock as Manager for Denver Mart LLC, a Delaware limited liability company.
Witness my hand and official seal.

My commission expires: 09.12.2023

[Signature]
Notary Public

Name and Address of Person Creating Newly Created Legal Description (§38-35-106.5, C.R.S.)

CHAD YOUNG
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024040119
MY COMMISSION EXPIRES SEPTEMBER 12, 2023



Drexel, Barrell & Co.

JULY 12, 2019

LEGAL DESCRIPTION PARCEL RW-1 RIGHT-OF-WAY DEDICATION

Engineers/Surveyors

Boulder
Colorado Springs
Greeley

1800 38th Street
Boulder, CO 80301-2620

303.442.4338
303.442.4373 Fax

A TRACT OF LAND BEING A PORTION OF LOT 1, MAPLETON ADDITION AMENDED NO. 5, RECORDED AT RECEPTION NO. 2018000044528, 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:

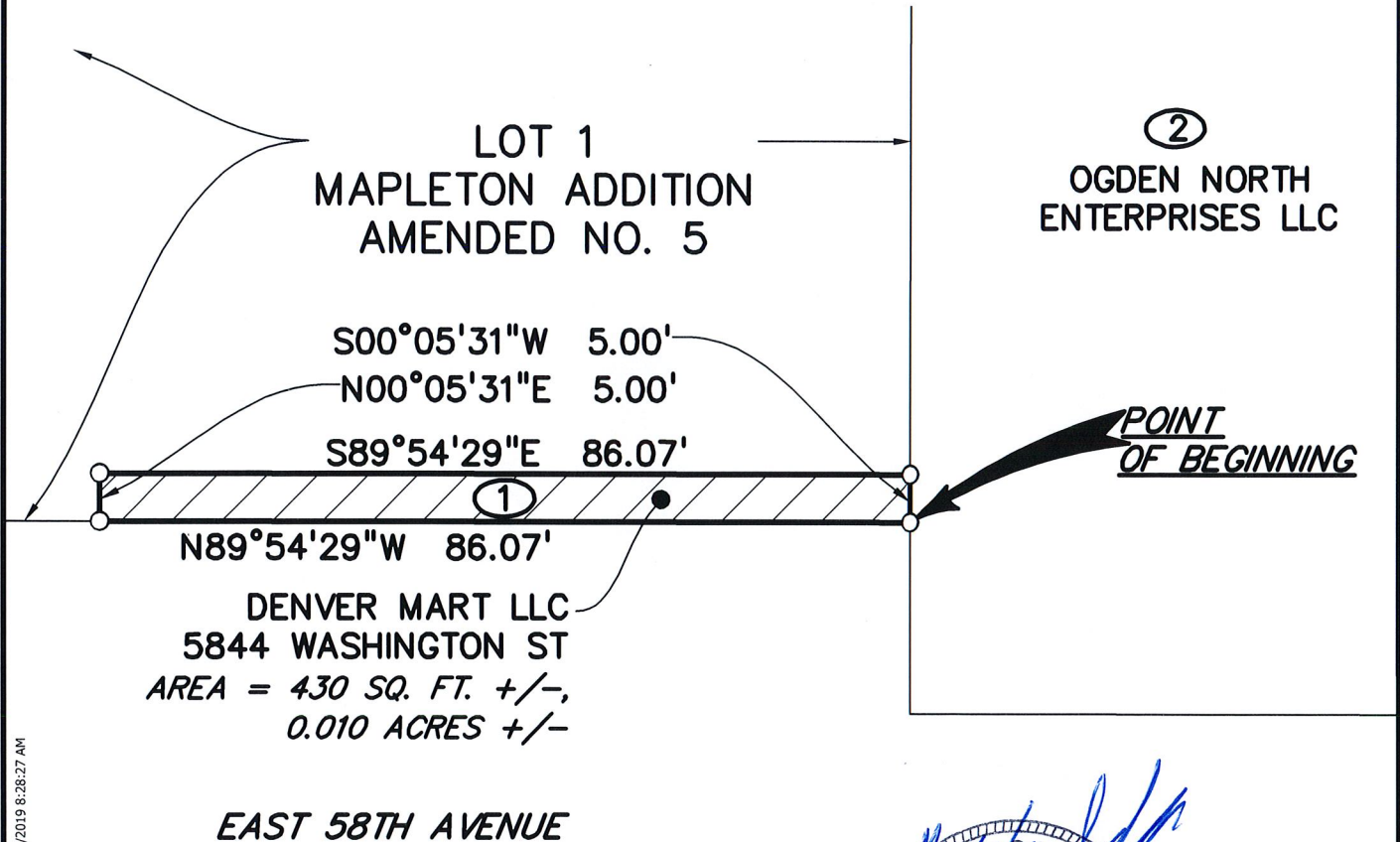
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF EAST 58TH AVENUE, THENCE N89°54'29"W, 86.07 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 1 AND ALONG SAID NORTHERLY LINE OF EAST 58TH AVENUE; THENCE N00°05'31"E, 5.00 FEET; THENCE S89°54'29"E, 86.07 FEET TO THE EASTERLY LINE OF SAID LOT 1; THENCE S00°05'31"W, 5.00 FEET ALONG SAID EASTERLY LINE OF LOT 1 TO THE **POINT OF BEGINNING**.

CONTAINING 0.010 ACRES OR 430 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 RW-1 R.O.W. DEDICATION



SCALE 1" = 20'

NOTES

- THIS MAP IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
- 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
6/12/19

Drawn By
MNF

Job No.
20961-00

Scale
1"=20'

Checked By
MES

Drawing No.
IN FILE

**TEMPORARY CONSTRUCTION EASEMENT
AND RIGHT-OF-ENTRY**

THIS AGREEMENT, made and entered into this 23rd day of August, 2021, by and between Denver Mart LLC, a Delaware limited liability company, whose address is 451 East 58th Avenue, Suite 2490, Denver, Colorado 80216, hereinafter and collectively referred to as the Owner, and the County of Adams, State of Colorado, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601 hereinafter and collectively referred to as the County:

WITNESS, that for and in consideration of the sum of NINE HUNDRED FIVE AND NO/100'S DOLLARS (\$905.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby confessed and acknowledged, the Owner does hereby grant unto the County, its contractors and assigns, a temporary construction easement and right-of-entry over the following property, to wit:

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

Also know by street and number as: 5844 Washington Street

Assessor's schedule or parcel number: 0182511315001

Said easement and right-of-entry is for the purpose of construction of curb, gutter and sidewalk within the right-of-way, modifying driveway approaches, modifying ground contours behind the curb, gutter and sidewalk where there will be sidewalk and for relocating privately owned improvements such as the gate posts, gates and driveway approaches as a part of this street and drainage project. All work shall be done at the expense of County.

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the County, its successors and assigns, in connection with this easement shall be done with care. The County, through its contractors, shall assure that reasonable access shall be maintained to the owner's property at all times for ingress and egress. Following completion of the work performed the surface of the property disturbed during construction shall be restored reasonably similar to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the street improvements being installed.

This easement will start 30 days after County gives written notice to Owner and shall terminate twelve (12) months thereafter. The Owner also grants to the County the option to extend this Temporary Construction Easement and Right-of Entry on a month to month basis not to exceed one (1) year from the date of expiration hereof, and the County may exercise such option for the additional sum of Seventy Five Dollars and 42/100 (\$75.42) per month. The County shall provide notice in writing to the Owner prior to expiration of each extension period. At the end of the term and any extension thereto, all rights granted under this Temporary Construction Easement and Right-of Entry are released and the Property shall be considered free and clear of this Temporary Construction Easement and Right-of Entry.

Owner: Denver Mart LLC, a Delaware limited liability company

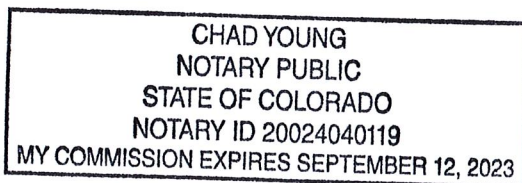
By: [Signature]
Print Name: Edward D Herrick
Title: Manager
Date: 8/23/21

STATE OF Colorado)
COUNTY OF San Miguel) §

The foregoing instrument was acknowledged before me this 23rd day of August, 2021, by Edward D. Herrick, Jr. as Manager of Denver Mart LLC, a Delaware limited liability company.

Witness my hand and official seal.

My commission expires: 09.12.2023



[Signature]
Notary Public



Drexel, Barrell & Co.

DECEMBER 11, 2019

EXHIBIT A
LEGAL DESCRIPTION
PARCEL TCE-1

TEMPORARY CONSTRUCTION EASEMENT

Engineers/Surveyors

Boulder
Colorado Springs
Greeley

1800 38th Street
Boulder, CO 80301-2620

303.442.4338
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COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF EAST 58TH AVENUE, THENCE N00°05'31"E, 5.00 FEET ALONG THE EASTERLY LINE OF SAID LOT 1 TO THE **TRUE POINT OF BEGINNING**;

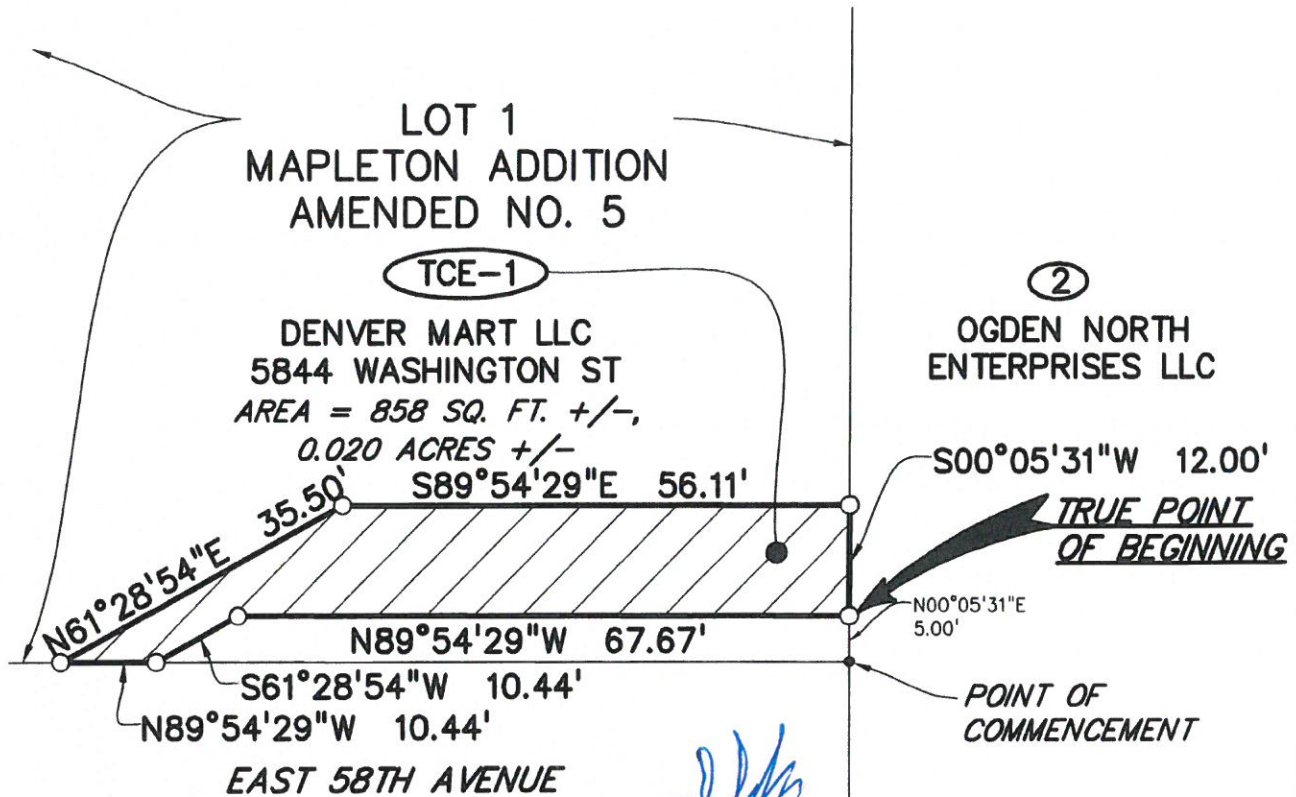
THENCE N89°54'29"W, 67.67 FEET; THENCE S61°28'54"W, 10.44 FEET TO THE SOUTHERLY LINE OF SAID LOT 1 AND SAID NORTHERLY LINE OF EAST 58TH AVENUE; THENCE N89°54'29"W, 10.44 FEET ALONG SAID SOUTHERLY LINE OF LOT 1 AND ALONG SAID NORTHERLY LINE OF EAST 58TH AVENUE; THENCE N61°28'54"E, 35.50 FEET; THENCE S89°54'29"E, 56.11 FEET TO SAID EASTERLY LINE OF LOT 1; THENCE S00°05'31"W, 12.00 FEET ALONG SAID EASTERLY LINE OF LOT 1 TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.020 ACRES OR 858 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-1 TEMPORARY CONSTRUCTION EASEMENT



SCALE 1" = 20'

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	12-11-19	MNF/VJD	20961-00
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