

## Right-of-Way Agreement

This Agreement is made and entered into by and between **Ronald John Gorman** whose address is **5423 Pecos Street, Denver, CO 80221** ("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 5423 Pecos Street, Denver, CO 80221 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 FIVE HUNDRED FORTY AND NO/100 DOLLARS (\$8,540.00)**, 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 \$1,400.00 for the conveyance of road right-of-way, \$2,865.00 for approximately 35 lineal feet of 36" chain link fence, \$750.00 for approximately 300 square feet of irrigated grass, \$2,055.00 for 35 lineal feet of concrete edging, \$775.00 for sprinkler system, \$650.00 for pea gravel and \$45 for 35 lineal feet for perforated French drain pipe. 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 35 lineal feet of 36" chain link fence, approximately 300 square feet of irrigated grass, 35 lineal feet of concrete edging, sprinkler system, pea gravel base for drainage system and 35 lineal feet for perforated French drain pipe. But the County has agreed to reimburse the owner the expense of the said removed improvements 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: Ronald J. Gorman  
Ronald John Gorman

Date: 9-16-2021

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 LOT 5, BLOCK 2, PECOS HEIGHTS SUBDIVISION, LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, 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 CENTER QUARTER CORNER OF SAID SECTION 16; THENCE ALONG THE EASTERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 16, N00°13'10"W A DISTANCE OF 1553.00 FEET; THENCE S89°46'50"W A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH PECOS STREET AND THE POINT OF BEGINNING; THENCE N37°45'17"W A DISTANCE OF 11.79 FEET TO A POINT OF CURVATURE;

THENCE 22.85 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 52°22'32", AND A CHORD WHICH BEARS N63°56'33"W A DISTANCE OF 22.07 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST 54<sup>TH</sup> PLACE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF WEST 54<sup>TH</sup> PLACE, THE FOLLOWING TWO (2) CONSECUTIVE COURSES;

1.) N89°52'11"E A DISTANCE OF 7.02 FEET TO A POINT OF CURVATURE;  
2.) THENCE 30.49 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 87°20'49", AND A CHORD WHICH BEARS S46°27'25"E A DISTANCE OF 27.62 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.002 ACRES OR 76 SQUARE FEET MORE OR LESS.

ALL LINEAL DIMENSIONS ARE U.S. SURVEY FEET.

BASIS OF BEARING

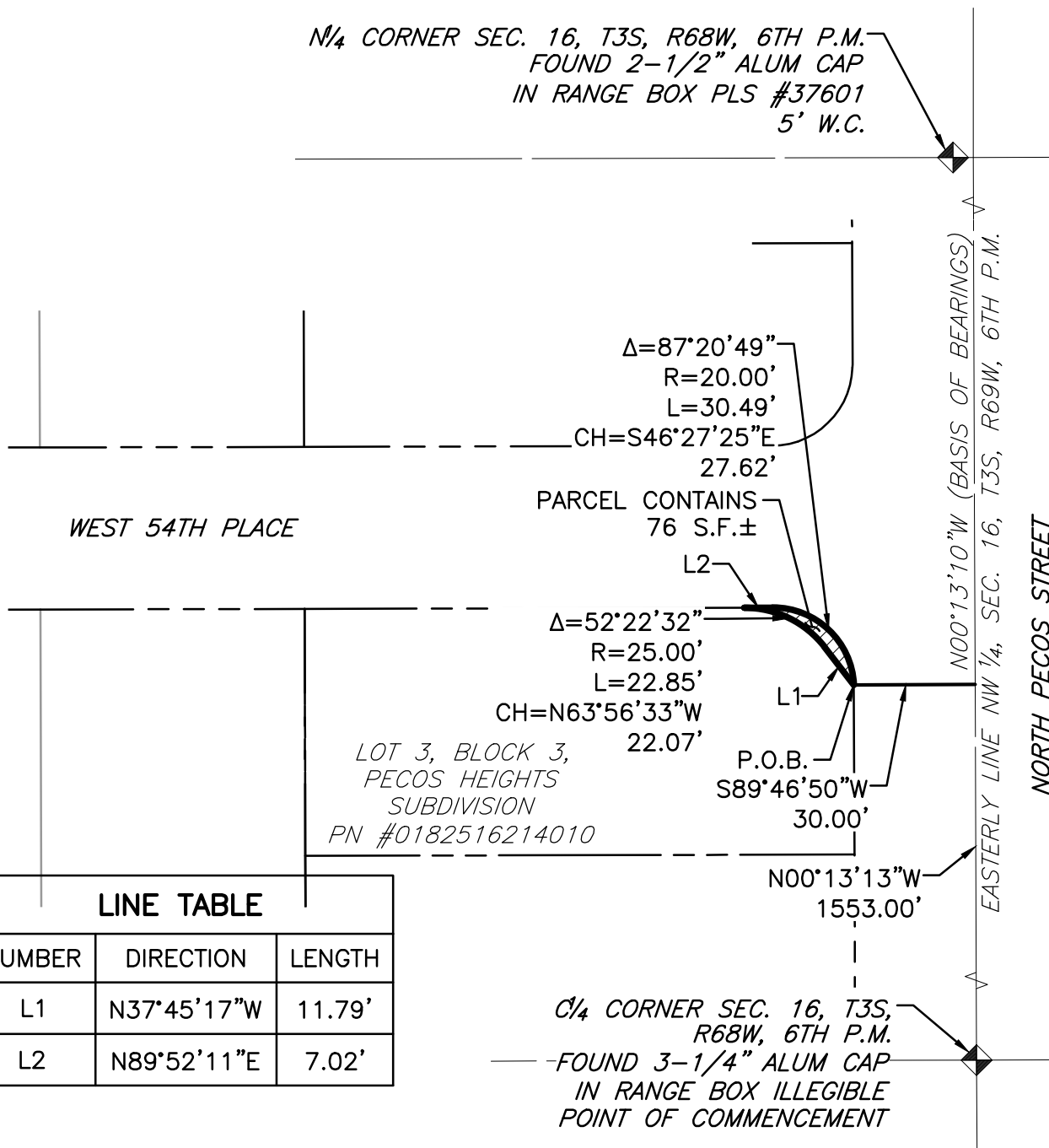
BEARINGS ARE BASED ON THE ADAMS COUNTY HORIZONTAL CONTROL NETWORK ALONG THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARING N00°13'10"W AND BEING MONUMENTED BY A FOUND 2-1/2" ALUMINUM CAP IN RANGE BOX PLS #37601 (5' W.C.) AT 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

*N* $\frac{1}{4}$  CORNER SEC. 16, T3S, R68W, 6TH P.M.  
FOUND 2-1/2" ALUM CAP  
IN RANGE BOX PLS #37601  
5' W.C.

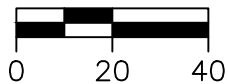


WEST 54TH PLACE

PARCEL CONTAINS  
76 S.F.±

LOT 3, BLOCK 3,  
PECOS HEIGHTS  
SUBDIVISION  
PN #0182516214010

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N37°45'17"W	11.79'
L2	N89°52'11"E	7.02'



SCALE: 1"=40'  
ALL LINEAL  
DIMENSIONS ARE IN  
U.S. SURVEY FEET

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

AUGUST 21, 2020

**MARTIN/MARTIN**  
CONSULTING ENGINEERS

12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215  
303.431.6100 MARTINMARTIN.COM