

Right-of-Way Agreement

This Agreement is made and entered into by and between **Manuela O. Cocoa and Francisca Cocoa** whose address is **8299 Cherokee Street, Denver, Colorado 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 **8299 Cherokee Street, Denver, Colorado 80221** hereinafter (the "Property") for the 2021 Miscellaneous Concrete and ADA Ramps 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 **SIX HUNDRED FORTY-FIVE AND NO/100 DOLLARS (\$645.00)**, 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 \$290.00 for the conveyance of road right-of-way, \$225.00 for landscaping river rock, \$110.00 for shrubs and \$20.00 for concrete mix. 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.

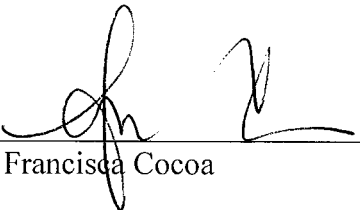
In consideration of the above premises and the mutual promise and covenants below, the Owner and the County agree to the following:

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. 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 approximately 24 square feet of landscaping river rock, 3 shrubs and approximately 24 square feet of concrete mix. But the County has agreed to reimburse the owner the expense of the lost landscaping river rock, shrubs and concrete mix, 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. 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: 
Manuela O. Cocoa

By: 
Francisca Cocoa

Date: 9.23.21

Date: 9.23.21

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 _____ day of _____, 2021, between **MANUELA O. COCOA AND FRANCISCA COCOA**, whose address is 8299 Cherokee Street, Denver, Colorado 80221, 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 and in consideration of the sum of SIX HUNDRED FORTY-FIVE AND NO/100 DOLLARS (\$645.00), and 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.

Also known by street and number as: being a portion of 8299 Cherokee Street

Assessor's schedule or parcel number: part of 0-1719-27-3-12-020

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 interests of record.

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

MANUELA O. COCOA

FRANCISCA COCOA

STATE OF _____)
) §
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by MANUELA O. COCOA and FRANCISCA COCOA.

Witness my hand and official seal.

My commission expires:

Notary Public

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

EXHIBIT "A"
DEED FROM MANUELA O & FRANCISCO COCOA
TO
TO THE COUNTY OF ADAMS, STATE OF COLORADO

Legal Description

A parcel of land being a portion of Lot 20, Block 2 of the SHERRELWOOD ESTATES FILING NO. 7, a Subdivision recorded on February 24, 1960 in File No. 10 Map 352 Reception No. 602722 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

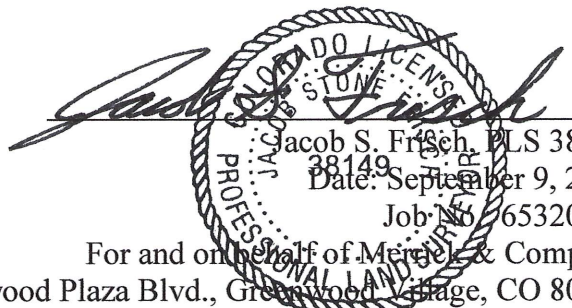
All bearings are grid bearings of the Colorado State Plane Coordinate System North Zone, North American Datum of 1983 and based on the assumption that the line from the range point at the intersection of Dawson (aka Dakin) St. and Linda Lane, being a found 1" rebar with no cap in a range box and the easterly most corner of Tract A Block 28 SHERRELWOOD ESTATES FILING NO. 1 being a found #4 rebar with no cap bears South 72°55'09" East.

Commencing at said range point at the intersection of Dakin St. and Linda Lane;
THENCE North 08°26'13" East a distance of 3930.15 feet to the Northeast Corner of said Lot 20, being the Point of Beginning.

THENCE South 00°00'37" West along the easterly line of said Lot 20 a distance of 7.00 feet;
THENCE leaving said easterly line North 44°59'23" West a distance of 9.90 feet to a point on the northerly line of said Lot 20;
THENCE South 89°59'23" East along said northerly line of Lot 20 a distance of 7.00 feet to the Point of Beginning.

Containing 24 square feet, more or less.

Legal description prepared by:


Jacob S. Frisch, PLS 38149
Date: September 9, 2021
Job No. 65320931
For and on behalf of Mergel & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
PH: 303-751-0741

NOTE:

Exhibit "B" attached and hereby made a part thereof.

Subdivision base map and ownership data provided by Adams County Public Works.

ADAMS COUNTY PUBLIC WORKS
EXHIBIT "B"

LOCATED in the SW1/4 of SEC 27, T2S, R68W of the 6th P.M.,
COUNTY OF ADAMS, STATE OF COLORADO

W 83RD AVE.

S89°59'23"E 7.00'

AREA=24 SQ FT ±

POINT OF
BEGINNING

N44°59'23"W 9.90'

S00°00'37"W 7.00'

MANUELA O & FRANCISCO COCOA
LOT 20, BLOCK 2
SHERRELWOOD ESTATES
FILING NO. 9
8299 CHEROKEE ST.
PN: 1719-27-3-12-020

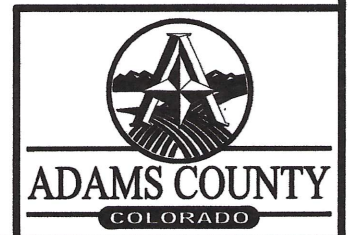
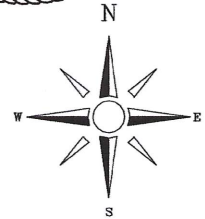
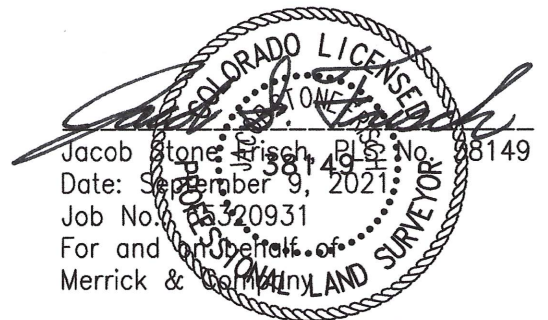
CHEROKEE ST.

N08°26'13"E 3930.15'

POINT OF COMMENCEMENT
RANGE PT. AT INT. DAKIN ST. & LINDA LN.
FOUND 1" REBAR WITH NO CAP
IN A RANGE BOX 1' BELOW ASPHALT

BASIS OF BEARINGS:
S72°55'09"E 1111.25'

E'LY MOST COR.
TRACT A BLOCK 28
FOUND #4 REBAR
NO CAP, FLUSH
WITH GRASS



THIS EXHIBIT IS NOT A BOUNDARY
SURVEY AND SHOULD NOT BE USED AS
SUCH. IT IS INTENDED ONLY TO DEPICT
THE ATTACHED LEGAL DESCRIPTION.

LINEAL UNITS=US SURVEY FEET
0 40 80 Feet