



Board of County Commissioners

Eva J. Henry - District #1
Charles "Chaz" Tedesco - District #2
Erik Hansen - District #3
Steve O'Dorisio - District #4
Mary Hodge - District #5

PUBLIC HEARING AGENDA

NOTICE TO READERS: The Board of County Commissioners' meeting packets are prepared several days prior to the meeting. This information is reviewed and studied by the Board members to gain a basic understanding, thus eliminating lengthy discussions. Timely action and short discussion on agenda items does not reflect a lack of thought or analysis on the Board's part. An informational packet is available for public inspection in the Board's Office one day prior to the meeting.

THIS AGENDA IS SUBJECT TO CHANGE

Tuesday
February 20, 2018
9:30 AM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

4. AWARDS AND PRESENTATIONS

- A. Tri-County Health Department Plaque Presentation

5. PUBLIC COMMENT

A. Citizen Communication

A total of 30 minutes is allocated at this time for public comment and each speaker will be limited to 3 minutes. If there are additional requests from the public to address the Board, time will be allocated at the end of the meeting to complete public comment. The chair requests that there be no public comment on issues for which a prior public hearing has been held before this Board.

B. Elected Officials' Communication

6. CONSENT CALENDAR

- A. Minutes of the Commissioners' Proceedings from February 13, 2018
- B. Adams County Treasurer's Summary January 1-31, 2018
- C. Resolution Approving Amendment 1 to Unimproved Land Lease between Front Range Airport and Jeffrey E. Schetgen (File approved by ELT)

- D.** Resolution Approving Amendment 1 to Unimproved Land Lease between Front Range Airport and Front Range Hangar 6 Condominium Association, Inc.
(File approved by ELT)
- E.** Resolution Accepting a Warranty Deed from Kenneth A. Mueller to Adams County Conveying Property for Right-of-Way Purposes
(File approved by ELT)
- F.** Resolution Accepting a Grant of Public Utility Easements from Lloyd Linnebur and Shirley A. Linnebur to Adams County
(File approved by ELT)
- G.** Resolution accepting a Warranty Deed from Francisco Almanza and Judy D. Almanza to Adams County Conveying Property for Right-of-Way Purposes
(File approved by ELT)
- H.** Resolution Accepting a Warranty Deed from Ruth L. Johnson to Adams County Conveying Property for Right-of-Way Purposes
(File approved by ELT)
- I.** Resolution Accepting a Warranty Deed from DS, LLC to Adams County Conveying Property for Right-of-Way Purposes
(File approved by ELT)
- J.** Resolution Accepting a Warranty Deed from Richard Ochoa and Soila L. Ochoa to Adams County Conveying Property for Right-of-Way Purposes
(File approved by ELT)
- K.** Resolution Accepting a Personal Representative's Deed from Douglas J. Traeger, as Successor Personal Representative of the Estate of Neochial M. Nazareus to Adams County Conveying Property for Right-of-Way Purposes
(File approved by ELT)
- L.** Resolution Accepting a Warranty Deed from Kalcevic Farms, Inc. to Adams County Conveying Property for Right-of-Way Purposes
(File approved by ELT)
- M.** Resolution Accepting a Warranty Deed from Jack S. Frihauf and Patricia L. Frihauf as to an Undivided ½ Interest and Daniel Frihauf as to an Undivided ½ Interest to Adams County Conveying Property for Right-of-Way Purposes
(File approved by ELT)
- N.** Resolution Accepting a Warranty Deed from Rick L. Wagner, Terry D. Wagner, and Gary R. Wagner to Adams County Conveying Property for Right-of-Way Purposes
(File approved by ELT)
- O.** Resolution Accepting a Permanent Drainage Easement from Robinson NW, LLC, to Adams County for Construction and Maintenance of a Drainage System for Reach S18
(File approved by ELT)
- P.** Resolution Accepting a Warranty Deed from Rafael Mendoza and Florence Mendoza to Adams County Conveying Property for Right-of-Way Purposes
(File approved by ELT)
- Q.** Resolution Accepting a Permanent Drainage Easement from Nicolette Munson and Rolf Munson to Adams County for Storm Water Drainage System Purposes
(File approved by ELT)

- R.** Resolution Accepting Deeds Conveying Property to Adams County for the Washington Street Improvements Project-Phase II
(File approved by ELT)
- S.** Resolution Accepting a Warranty Deed from Dale W. Ness, Cynthia L. Ness, William W. Turner, Jr., Sharon Turner, Dennis L. Zabel and Tonja N. Zabel to Adams County Conveying Property for Right-of-Way Purposes
(File approved by ELT)
- T.** Resolution Accepting a Special Warranty Deed from GSL/Brush, LLC to Adams County Conveying Property for Right-of-Way Purposes
(File approved by ELT)
- U.** Resolution Accepting a Warranty Deed from Dale L. Arnold and Bonnie L. Arnold to Adams County Conveying Property for Right-of-Way Purposes
(File approved by ELT)
- V.** Resolution Approving Contract Amendment 2 to the City of Federal Heights Code Enforcement Contract between Adams County and the City of Federal Heights Funded with Community Development Block Grants (CDBG)
(File approved by ELT)
- W.** Resolution Accepting Permanent Drainage Easement from J&J Scott Commerce City, LLC, to Adams County for Storm Water Drainage Purposes
(File approved by ELT)
- X.** Resolution Approving Contract Amendment One to the Participation Contract between Adams County and the State of Colorado for TALX Corporation Income and Employment Verification Services
(File approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

- 1.** Resolution Approving Amendment One to the Agreement between Adams County and EON Enterprises, Inc., (dba EON Office) for General Office Supplies, Paper, and Toner
(File approved by ELT)
- 2.** Resolution Approving Intergovernmental Agreement Among the Board of County Commissioners of the County of Adams, the City of Aurora and the Aerotropolis Area Coordinating Metropolitan District Establishing the Aerotropolis Regional Transportation Authority
(File approved by ELT)
- 3.** Resolution Approving an Intergovernmental Agreement between Adams County and the City of Aurora Regarding Non-Use of Urban Renewal Adjacent to the Aerotropolis Regional Transportation Authority
(File approved by ELT)

B. COUNTY ATTORNEY

8. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

**MINUTES OF COMMISSIONERS' PROCEEDINGS FOR
TUESDAY, FEBRUARY 13, 2018**

1. ROLL CALL

Present: All Commissioners present.

Excused:

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA (09:03 AM)

Motion to Approve 3. MOTION TO APPROVE AGENDA Moved by Eva J. Henry, seconded by Charles "Chaz" Tedesco, unanimously carried.

4. AWARDS AND PRESENTATIONS (09:03 AM)

A. 18-151 Resolution Recognizing Lindsey Burleson as the 2018 Adams County Fair Queen and Racheal Lampo as the 2018 Lady-in-Waiting (09:03 AM)

Motion to Approve A. 18-151 Resolution Recognizing Lindsey Burleson as the 2018 Adams County Fair Queen and Racheal Lampo as the 2018 Lady-in-Waiting Moved by Charles "Chaz" Tedesco, seconded by Steve O'Dorisio, unanimously carried.

B. 18-153 Presentation of the 2018 Adams County Fair Royalty (09:04 AM)

5. PUBLIC COMMENT (09:11 AM)

A. Citizen Communication

A total of 30 minutes is allocated at this time for public comment and each speaker will be limited to 3 minutes. If there are additional requests from the public to address the Board, time will be allocated at the end of the meeting to complete public comment. The chair requests that there be no public comment on issues for which a prior public hearing has been held before this Board.

B. Elected Officials' Communication (09:11 AM)

6. CONSENT CALENDAR (09:12 AM)

A. 18-197 List of Expenditures Under the Dates of January 26-February 2, 2018

B. 18-199 Minutes of the Commissioners' Proceedings from February 6, 2018

C. 18-137 Resolution for Final Acceptance of the Public Improvements Constructed at the Midtown at Clear Creek Subdivision Filing No. 8, (Case No. PRC2015-00018 and SUB2016-00001) (File approved by ELT)

D. 18-138 Resolution for Final Acceptance of Public Improvements Constructed at the Midtown at Clear Creek Subdivision Filing no. 7, Case No. PRC2015-00012 and SIA2016-00001 (File approved by ELT)

E. 18-149 Resolution Approving Ambulance Service License for Southeast Weld Fire District (File approved by ELT)

F. 18-155 Resolution Approving an Amendment to the Subdivision Improvements Agreement for Shook Subdivision (File approved by ELT)

G. 18-164 Resolution Accepting a Warranty Deed from Robert E. Croff and Linda L. Croff to Adams County Conveying Property for Right-of-Way Purposes (File approved by ELT)

H. 18-165 Resolution Approving Right-of-Way Agreement between Adams County and Hyland Hills Park and Recreation District, for Property Necessary for the Lowell Boulevard

- Improvements Project - Clear Creek to West 62nd Avenue (File approved by ELT)
- I. 18-172 Resolution Accepting a Warranty Deed from Lloyd Linnebur and Shirley A. Linnebur to Adams County Conveying Property for Right-of-Way Purposes (File approved by ELT)
 - J. 18-192 Resolution Approving Close Out of the Waste Water Treatment Plant Fund (Fund 44) and Authorizing the Director of Finance and the Adams County Treasurer to Transfer Fund Balances to Front Range Airport Fund (Fund 43) (File approved by ELT)
 - K. 18-198 Resolution Supporting Reauthorization by the General Assembly of the Colorado Lottery Division in 2018 (File approved by ELT)
 - L. 18-200 Resolution Regarding Defense and Indemnification of Gilbert Abdulla as a Defendant Pursuant to C.R.S. § 24-10-101, Et Seq. (File approved by ELT)

Motion to Approve 6. CONSENT CALENDAR Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.

7. NEW BUSINESS (09:12 AM)

A. COUNTY MANAGER (09:12 AM)

1. 18-159 Resolution Approving Amendment Three to the Agreement between Adams County and Neon Rain Interactive, LLC for an E-Permit Sub-Site (File approved by ELT) (09:12 AM)

Motion to Approve 1. 18-159 Resolution Approving Amendment Three to the Agreement between Adams County and Neon Rain Interactive, LLC for an E-Permit Sub-Site

(File approved by ELT) Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.

2. 18-160 Resolution Approving Amendment One to the Agreement between Adams County and Intervention Inc., to Provide Substance Abuse Monitoring Services (File approved by ELT) (09:15 AM)

Motion to Approve 2. 18-160 Resolution Approving Amendment One to the Agreement between Adams County and Intervention Inc., to Provide Substance Abuse Monitoring Services

(File approved by ELT) Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.

3. 18-161 Resolution Approving Amendment One to the Agreement between Adams County and Geo Reentry Services to Provide Substance Abuse Monitoring Services (File approved by ELT)

Motion to Approve 3. 18-161 Resolution Approving Amendment One to the Agreement between Adams County and Geo Reentry Services to Provide Substance Abuse Monitoring Services

(File approved by ELT) Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.

4. 18-175 Resolution Approving Amendment Two to the Agreement between Adams County and the Hope Initiative to Provide Life Skills Services (File approved by ELT)

Motion to Approve 4. 18-175 Resolution Approving Amendment Two to the Agreement between Adams County and the Hope Initiative to Provide Life Skills Services

(File approved by ELT) Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.

5. 18-176 Resolution Approving Amendment Two to the Agreement between Adams County and Lifelong Inc., to Provide Life Skills Services (File approved by ELT)

Motion to Approve 5. 18-176 Resolution Approving Amendment Two to the Agreement between Adams County and Lifelong Inc., to Provide Life Skills Services

(File approved by ELT) Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.

6. 18-177 Resolution Approving Amendment Two to the Agreement between Adams County and the Griffith Center to Provide Visitation Services (File approved by ELT)

Motion to Approve 6. 18-177 Resolution Approving Amendment Two to the Agreement between Adams County and the Griffith Center to Provide Visitation Services (File approved by ELT) Moved by Steve O'Dorisio, seconded by Eva J. Henry, unanimously carried.

B. COUNTY ATTORNEY (09:18 AM)

8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(e) for the Purpose of Advising Negotiators Regarding Economic Incentives (09:18 AM)

Motion to Approve 8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(e) for the Purpose of Advising Negotiators Regarding Economic Incentives Moved by Charles "Chaz" Tedesco, seconded by Eva J. Henry, unanimously carried.

9. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Instructing Negotiators Regarding Regional Transportation Authority (09:19 AM)

Motion to Approve 9. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Instructing Negotiators Regarding Regional Transportation Authority Moved by Charles "Chaz" Tedesco, seconded by Eva J. Henry, unanimously carried.

10. ADJOURNMENT (09:19 AM)

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



Adams County Treasurer's Summary

Start Date	01/01/18
End Date	01/31/18

COUNTY FUNDS	Beginning Balance	Property Taxes	Specific Ownership	Other Revenue	Transfers	Treasurer's Fee	Disburse	Ending Balance	Difference
0001 COUNTY GENERAL	\$112,746,307.09	\$2,831,545.31	\$0.00	\$3,960,198.35	\$4,405,156.39	(\$42,503.31)	(\$16,116,388.70)	\$107,784,315.13	\$0.00
0004 CAPITAL FACILITIES	\$19,343,735.15	\$0.00	\$0.00	\$1,259,212.83	(\$3,399,820.73)	\$0.00	(\$405,163.99)	\$16,797,963.26	\$0.00
0005 GOLF OPNS (ENTERPRISE)	\$2,724,056.50	\$0.00	\$0.00	\$60,344.84	\$2.00	\$0.00	(\$159,033.65)	\$2,625,369.69	\$0.00
0006 INTERNAL SVC (EQUIP SVC)	\$12,893,867.23	\$0.00	\$0.00	\$31,312.57	\$0.00	\$0.00	(\$570,178.18)	\$12,355,001.62	\$0.00
0007 STORMWATER UTILITY FEE	\$5,182,800.55	\$3,344.37	\$0.00	\$38,784.69	\$192.36	(\$50.17)	(\$22,168.85)	\$5,202,902.95	\$0.00
0013 ROAD & BRIDGE	\$63,327,607.37	\$162,099.99	\$1,084,404.34	\$828,308.70	\$255,646.80	(\$2,433.23)	(\$1,519,292.29)	\$64,136,341.68	\$0.00
0015 SOC SVCS (WELFARE)	\$10,620,069.42	\$293,401.09	\$0.00	\$3,851,416.83	\$0.00	\$0.00	(\$4,988,395.44)	\$9,776,491.90	\$0.00
0018 RETIREMENT	\$0.00	\$39,221.71	\$0.00	\$0.00	\$0.00	(\$588.33)	\$0.00	\$38,633.38	\$0.00
0019 INSUR CLAIMS & RESERVES	\$6,938,175.48	\$0.00	\$0.00	\$51,388.66	\$0.00	\$0.00	(\$1,465,787.01)	\$5,523,777.13	\$0.00
0020 DEVELOPMENTALLY DISABLED	\$563,705.16	\$32,045.90	\$0.00	\$0.00	\$0.00	(\$480.93)	(\$263,834.00)	\$331,436.13	\$0.00
0024 CONSERVATION TRUST FUND	\$1,875,671.24	\$0.00	\$0.00	\$1,858.93	(\$1.00)	(\$40.00)	(\$26,125.31)	\$1,851,363.86	\$0.00
0025 WASTE MANAGEMENT FUND	\$4,345,718.89	\$0.00	\$0.00	\$57,397.93	\$0.00	\$0.00	(\$25,554.50)	\$4,377,562.32	\$0.00
0027 OPEN SPACE PROJECTS FUND	\$718,066.03	\$0.00	\$0.00	\$255,688.32	\$0.00	(\$25.00)	(\$212,405.71)	\$761,323.64	\$0.00
0028 OPEN SPACE SALES TAX FUND	\$34,246,814.49	\$0.00	\$0.00	\$38,821.10	\$1,472,231.42	(\$20.00)	(\$432,986.39)	\$35,324,860.62	\$0.00
0029 DIA NOISE MITIGATION FUND	\$1,366,030.10	\$0.00	\$0.00	\$1,724.87	(\$1.00)	(\$45.00)	\$0.00	\$1,367,708.97	\$0.00
0030 COMM DEV BLK GRANT AD CO	\$1,367,655.94	\$0.00	\$0.00	\$150,441.56	\$1.00	\$0.00	(\$454,654.33)	\$1,063,444.17	\$0.00
0031 HEAD START	\$11,015.73	\$0.00	\$0.00	\$354,354.90	\$0.00	\$0.00	(\$304,378.46)	\$60,992.17	\$0.00
0034 COMM SERV BLOCK GRANT	(\$140,611.86)	\$0.00	\$0.00	\$156,040.69	\$0.00	\$0.00	(\$23,062.73)	(\$7,633.90)	\$0.00
0035 EMPLOYMENT CENTER (JTPA)	\$243,787.69	\$0.00	\$0.00	\$296,904.80	\$0.00	\$0.00	(\$290,789.20)	\$249,903.29	\$0.00
0043 FRONT RANGE AIRPORT	\$1,882,910.29	\$0.00	\$0.00	\$172,704.70	\$0.00	\$0.00	(\$243,691.87)	\$1,811,923.12	\$0.00
0044 WASTE WATER TREATMENT PLANT	(\$223,327.41)	\$0.00	\$0.00	\$210.90	\$0.00	\$0.00	(\$3,853.10)	(\$226,969.61)	\$0.00
5410 SHERIFFS COMMISSARY	\$2,446,640.34	\$0.00	\$0.00	\$148,440.99	(\$156,231.65)	(\$34.25)	\$0.00	\$2,438,815.43	\$0.00
5420 SHERIFFS INTEL CONFIS	\$10,146.39	\$0.00	\$0.00	\$908.65	\$0.00	\$0.00	\$0.00	\$11,055.04	\$0.00
5430 SHERIFFS REC & FLOWER	\$7,613.66	\$0.00	\$0.00	\$93.14	(\$180.32)	\$0.00	\$0.00	\$7,526.48	\$0.00
5460 AIRPORT NOISE	\$32,497.46	\$0.00	\$0.00	\$326.60	\$865,289.57	(\$55.00)	\$0.00	\$898,058.63	\$0.00
5480 SALES TAX RECEIPT ACCT	\$203,933.25	\$0.00	\$0.00	\$4,420,824.50	(\$4,416,694.26)	\$0.00	\$0.00	\$208,063.49	\$0.00
Total:	\$282,734,886.18	\$3,361,658.37	\$1,084,404.34	\$16,137,710.05	(\$974,409.42)	(\$46,275.22)	(\$27,527,743.71)	\$274,770,230.59	\$0.00

Brigitte C. Ginn



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 02/20/2018
SUBJECT: Land Lease Extension
FROM: Jeri Coin, on behalf of Dave Ruppel
AGENCY/DEPARTMENT: Front Range Airport
HEARD AT STUDY SESSION ON
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the resolution

BACKGROUND:

Jeffrey E. Schetgen (“Tenant”) has an unimproved land lease located at 37451 Beechcraft Way on a parcel of airport property, the land lease expired on December 31, 2015, and Tenant would like to extend the lease to fifty (“50”) years. Approval of Amendment 1 will extend the lease to expire on December 31, 2052.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

1. Budget
2. Attorney
3. County Manager

ATTACHED DOCUMENTS:

1. Resolution
2. Unimproved Land Lease
3. Amendment 1 to Lease

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT 1 TO UNIMPROVED LAND LEASE
BETWEEN FRONT RANGE AIRPORT AND JEFFREY E. SCHETGEN

Resolution 2018-

WHEREAS, in 2003, the Front Range Airport (“Airport”) entered into an Unimproved Land Lease with Jeffrey E. Schetgen concerning a parcel of land at the Airport; and,

WHEREAS, the Unimproved Land Lease expired in 2015; and,

WHEREAS, by means of the attached Amendment 1 the parties wish to extend the term of the Unimproved Land Lease through December 31, 2052 and adjust the rent accordingly.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Amendment 1 to the Unimproved Land Lease between the Front Range Airport and Jeffrey E. Schetgen a copy of which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said Amendment 1 on behalf of Adams County.

DRAFT

UNIMPROVED LAND LEASE

This lease is made effective this 1st day of January 2003 by and between the Front Range Airport Authority, a political subdivision of the State of Colorado, located at 5200 Front Range Parkway, Watkins, Colorado 80137, ("Landlord") and Jeffrey E. Schetgen, located at 5927 Saddle Creek Trail, Parker, CO, ("Tenant").

For and in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. Lease and Description. Upon the terms and conditions hereinafter set forth, the Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, those certain premises, excluding any improvements located thereon situated at the Front Range Airport, Adams County, Colorado, known as 37451 Cessna Way, Unit 3, Watkins, Colorado 80137 ("Premises"), the configuration of which is set forth on the Site Plan attached hereto as Exhibit "A" and incorporated herein by this reference. The Tenant shall have the non-exclusive use of taxiways, runways and other areas of the Airport, which are not within the exclusive use of other tenants and the Landlord.

2. Business Purpose. The Premises shall be used for the operation of a commercial aircraft hangar building under the terms and conditions of this Lease which shall not be construed as creating or vesting in the Tenant or any subtenant or assignee a fee interest in the Premises.

The aircraft hangar building and the leasehold interest created hereby are to be used for aeronautical-related purposes, including but not limited to parking, storing and maintaining aircraft and other activities associated with aircraft ownership. Aircraft stored in the hangar must meet the Taxilane Object Free Area Width as defined in FAA AC150/5300-13 Airport Design\Chapter 4., Taxiway and Taxilane Design, calculated as $1.2 \times \text{wing span} + 20'$. The tenancy created hereby is subject to the terms of this Lease, the Minimum Standards of Front Range Airport, all applicable federal, state and local laws and ordinances. The Minimum Standards shall be provided by the Landlord to the Tenant in writing upon the approval of this Lease and thereafter from time to time as they are amended.

3. Term. The initial term of this Lease is 13 years, commencing 12:01 a.m., January 1, 2003, and ending at midnight on December 31, 2015. So long as the Tenant is in full compliance with the terms of the Lease and the Minimum Standards of Front Range Airport, and the Landlord has determined that the building is in good repair, the Landlord shall extend the term of this Lease for a five (5) year period effective July 31, 2015. Thereafter, additional five (5) year renewal terms may be offered so long as the requirements of this paragraph have been met. The Tenant may terminate this Lease without penalty at the end of the original or any extended lease term by giving the Landlord written notice of its intent to terminate at least ninety (90) days prior to the end of the applicable lease term.

4. Rent. The rent for said leasehold space for 2003, the first year of this lease commencing upon execution hereof, shall be One Thousand Two Hundred Fifty-One & 66/100 Dollars (\$1,251.66), computed at the pro-rated, annual rate of twenty-three cents (\$0.23) per square foot, times the building footprint of Sixty feet (60') by Sixty feet, and Six Tenths (60.6) plus fifteen (15) feet on all the North and South sides or Five Thousand Four Hundred Forty-Two square feet (5,442) as shown on Exhibit "A". The total square footage for which Tenant is responsible for purposes of maintenance and repairs as per paragraph 10 of this Lease and otherwise, is Sixty (60) feet by One Hundred Forty-Five and Eight Tenths (145.8) feet, or 8,748 square feet.

Rent payment shall be made at 5200 Front Range Parkway, Watkins, Colorado 80137, or at such other address as the Landlord notifies the Tenant in writing during the original or any extended term of the Lease. The Tenant shall also pay for any calendar year or fraction thereof for which rent is due but not paid within ten (10) calendar days of the due date a late charge equal to five percent (5%) of the rent due and any accrued late charges.

a. Future Rental Periods. Commencing on January 1, 2004, the annual rent shall be \$1,251.66, computed at the annual rate of twenty-three cents (\$0.23) per square foot, with the leasehold space consisting of 5,442 square feet. Commencing January 1, 2009, and every five years thereafter, the annual rental sum shall be adjusted based upon the prevailing land rental rate for the Front Range Airport and shall be calculated using 5,442 square feet as shown on Exhibit "A", footprint of the leasehold space.

5. Assignment of Lease. The Tenant may sublease or sell hangar space for the purpose described in paragraph 2, above, for a term and under such terms and under conditions as the Tenant may determine in its sole discretion, provided: (1) the Tenant receives the Landlord's approval of the rental or sale, which shall not be unreasonably withheld; (2) the Tenant provides the Landlord and maintains a current list of the names, addresses and telephone numbers of subtenants or purchasers and their aircraft registration numbers; and (3) subtenants or purchasers agree in writing to abide by all the terms and conditions of this Lease.

6. Utilities. Tenant hereby covenants and agrees to pay water and sewer fees as amended from time to time and pay all monthly or other regular charges for heat, light, and water, and for all other public utilities which shall be used in or charged against the Premises during the full terms of this Lease. .

7. Taxes. The Tenant shall pay all property and other taxes that are assessed against the Premises.

8. Repair and Maintenance.

a. At its sole expense, the Tenant shall keep the Premises and all improvements thereon in good repair and in a safe, sanitary, orderly and usable condition. The Premises shall at all times be maintained in accordance with any applicable Building Code, Zoning Regulation, or Ordinance of Adams County.

b. Good Condition: Tenant shall keep Premises in good order and working condition and will do all necessary and appropriate maintenance and repair work at its sole expense. If Tenant fails to maintain the Premises, Landlord may perform such maintenance and invoice Tenant for all costs incurred. Prior to commencing work, Landlord will provide Tenant with thirty (30) days written notice and right to cure, and the applicable provisions of paragraph 26 below shall apply.

c. Waste: The Tenant shall place and regularly empty suitable trash containers on the Premises. It shall not permit rubbish, debris, waste material, anything noxious or detrimental to safety or health, anything likely to create objectionable odors or a fire hazard or anything subject to deterioration to accumulate on the Premises or to be improperly disposed of. The Tenant shall not allow any waste, liquids or other materials that could cause malfunction of the Landlord's sewage plant or impede the normal chemical or biological workings of the plant to become part of the plant's influence.

e. Care of Petroleum products and Other Material by Tenant: Tenant shall handle, use, store and dispose of fuel petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Airport in accordance with all applicable federal, state, local and Airport statutes,

regulations, rules and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Tenant, the Tenant shall be responsible for the clean up, containment and otherwise abatement of such contamination at Tenant's sole cost and expense. Further, Tenant shall notify the Landlord and appropriate governmental agency of such occurrence immediately. Should the Tenant fail to do so, the Landlord may take any reasonable and appropriate action in the Tenant's stead. The cost of such remedial action by the Landlord shall be paid by the Tenant.

f. Snow: At its sole expense, the Tenant shall remove snow and ice from all paved areas of the Premises.

g. Pavement: At its sole expense, the Tenant shall repair and maintain all paved areas of the Premises and their subsurfaces in a safe and structurally sound condition.

9. Use. The Tenant shall conduct on the Premises only the business for which it has a Front Range Airport Business License and shall not use the Premises for any illegal purpose.

10. Liens and Insolvency. The Tenant shall keep the Premises free from any liens arising from work performed thereon or materials furnished thereto. If the Tenant becomes insolvent or voluntarily or involuntarily bankrupt, or if a receiver, trustee or other liquidator is appointed for the Tenant, the Landlord may cancel this Lease by appropriate legal means.

11. Rent After Default. If any or all of the Premises is sublet, sold or otherwise occupied by anyone other than the Tenant, after any default in the payment of rent by the Tenant, the Landlord may collect rent or other periodic payments from subtenants, purchasers or other occupants, but such collection and/or the Landlord's agreement to a third person's use or occupancy of the Premises shall not be deemed a waiver of any term or condition of this Lease.

12. Access. The Tenant shall allow the Landlord and/or its agents access to the Premises during business hours upon 24 hours' notice for the purpose of inspection. In case of emergency the Landlord may have access at any time. Nothing herein shall be construed to limit the authority of Adams County building inspectors under existing law.

13. Liability Insurance. The Tenant shall maintain liability insurance by a company or companies acceptable to the Landlord insuring the Tenant against claims based on personal injury or death and damage or destruction of property that arise from the intentional or negligent acts of the Tenant, its agents, employees or servants or by means of any form of transportation, including owned, non-owned and hired automobiles, to the extent required by Exhibit "B" attached hereto and incorporated herein by this reference. Minimum insurance requirements are subject to change during the term of this Lease at Landlord's sole discretion. Tenant shall be notified of any increases to minimum insurance requirements in writing, and Tenant shall have sixty (60) days from the date of notification to provide proof of compliance with the increased insurance requirements to Landlord. The Landlord shall be included on all such policies as a named insured, and a true copy of those policies shall be furnished to the Landlord. Every such policy shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord.

14. Accidents - Indemnity. The Tenant shall bear the risk of damage or destruction of all personal property on the Premises. The Landlord shall not be liable for any damage to persons or property on the Premises sustained by the Tenant or others, whether caused by defects now on the Premises or due to conditions hereafter arising in any building or other improvement or appurtenance thereon, including but not limited to lack of repair, fire, bursting or leaking water, gas, sewer or steam pipes, or the acts or omissions of the Tenant, any subtenant, purchaser or other occupant of the Premises or any invitee on the Premises, or the happening of any accident from any cause in or about any improvement on the Premises.

15. Fire Insurance. At its sole expense, at all times after commencement of construction on the Premises, the Tenant shall carry fire and extended coverage hazard insurance (including vandalism and malicious mischief protection) on all buildings commenced on the Premises, the policy or policies of which shall name the Landlord as an additional insured to the extent of the Landlord's interest in such buildings. A true copy of all such policies shall be furnished to the Landlord. Every such policy shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord, no such policy shall contain a deductible clause greater than \$1,000 per claim. In the event of loss, the Tenant shall pay such deductible amount.

16. Casualty Loss – Application of Proceeds. In the event of any casualty loss to any improvement covered by insurance, the proceeds of such insurance shall be used to repair or replace such improvement and return the Premises to its original condition. The proceeds shall be first applied to the cost of clean-up, to the extent required by the Landlord. Upon the sublease or sale of any part of the Premises, the Tenant shall require the subtenant or purchaser to obtain hazard insurance at the subtenant's or purchaser's sole expense containing the same provisions as those set forth in paragraph 17, above, and including the Landlord and the Tenant as additional named insured, as their interests may appear.

17. Condemnation. The Landlord may condemn the Premises if it desires to use the Premises for other airport purposes. If it does so, it shall compensate the Tenant for the value of the remaining original lease term, if the condemnation occurs during that term, and for the value of the remaining then-current lease term extension, if the condemnation occurs during a lease term extension. Landlord shall compensate the Tenant for the remaining life of all improvements the Tenant has constructed on the Premises based on a 30-year life for each such improvement. If the Landlord and Tenant disagree as to the value of the remaining life of the Lease or an extension thereof or any improvement Tenant has constructed on the Premises, each shall retain an appraiser to value those items. If those appraisers are unable to agree on such valuations, they shall appoint a third appraiser, and that appraiser's valuations shall be conclusive and binding on both parties. If the Tenant has already given written notice of lease termination as provided in paragraph 3 above, at the time it receives the Landlord's notice of condemnation, the Premises shall be surrendered to the Landlord at the end of the then-current lease term without regard to the provisions of this paragraph.

18. Tenant's Right of Cancellation. In addition to any other remedies available to the Tenant, this Lease shall be subject to cancellation by the Tenant if any one or more of the following events occur:

a. Abandonment: If the Airport is permanently abandoned as an operating airport by the Landlord, the Tenant shall be entitled to cancel this Lease, remove all improvements it constructed on the Premises and have returned to it all prepaid rents.

b. Supervening Event: If any act of God prevents the Tenant from using the Premises for the purpose provided in paragraph 2 above, for six consecutive months, it may cancel this Lease. However, neither party shall have any liability to the other for the results of any such act.

c. Landlord's Breach of Lease: Tenant may cancel this Lease if the Landlord breaches any of its obligations under this Lease and fails to remedy such breach within sixty (60) calendar days after the Tenant's delivery of written notice of the breach to the Landlord.

19. Removal of Improvements. Upon termination of this Lease, at its sole cost, the Tenant shall remove any improvements (except pavement) it has made to the Premises, and it shall return the Premises to the Landlord in the same condition as it existed at the inception of this Lease (except for any pavement that may exist on the Premises at the time of termination).

20. Notices. All notices and consents required or permitted hereunder shall be deemed delivered when personally delivered, or when delivered by courier or facsimile or other electronic means, or three business days after being deposited in the United States mail, sealed and postage prepaid, certified and return receipt requested, addressed, as appropriate, to:

LANDLORD

Director of Aviation
Front Range Airport
5200 Front Range Parkway
Watkins, Colorado 80137

TENANT

Jeffrey E. Schetgen
5927 Saddle Creek Trail
Parker, CO 80134

or to such other addresses as the parties may designate to each other in writing.

21. Governmental Fees. All fees due under applicable law to any city, county or state on account of any inspection made of the Premises shall be paid by the Tenant.

22. Signs. Any sign or symbol placed anywhere on the Premises shall first be approved by the Landlord. Any sign or symbol not so approved shall be immediately removed upon notice by the Landlord at the Tenant's sole expense. The Tenant's failure to promptly remove such sign or symbol shall entitle the Landlord to remove it at the Tenant's sole expense. Any sign or symbol approved by the Landlord for display on the Premises shall be removed at Tenant's expense at the termination of the Lease. In addition to being authorized by the Landlord, all signs displayed on the Premises shall conform to all applicable laws and regulations, and the Tenant shall pay all fees associated therewith. Tenant will mount a sign on each end of the hangar containing the hangar number, street address and language similar to a "no parking" sign.

23. Mailboxes. Mailboxes as approved by the United States Postal Service shall be installed at Tenant's expense. The location of mailboxes shall be approved in writing by the Landlord prior to placement on airport property.

24. Default and Re-Entry. Unless resulting from events described in paragraphs 18 or 19, above, the Tenant's failure to pay rent when due or its violation of any other of its obligations hereunder shall entitle the Landlord to terminate this Lease upon thirty (30) days prior written notice. If the default or violation is cured within the said thirty (30)-day period, or if the violation is not capable of complete cure within the said period but cure is commenced within the period, the Landlord shall have no right of termination. However, if the default or violation is not cured, or cure of the violation is not begun, within the thirty (30)-day period, the Lease shall be deemed terminated at the end of that period without further action by the Landlord. Upon termination the Tenant shall be entitled to recover any prepaid rent and other fees, and the Landlord shall be entitled to possession of the Premises. If the Tenant fails to vacate the Premises, the Landlord shall have the right to evict the Tenant pursuant to Colorado law.

25. Nonwaiver of Breach. The failure of either party to insist on strict compliance with any term or condition of this Lease shall not be deemed a waiver or relinquishment of the right to require strict compliance with such term or condition, or any other term or condition of this Lease in the future.

26. Holding Over. If the Tenant holds over after the end of the original term of this Lease or any extended term hereof, the Tenant shall pay the Landlord rent in an amount equal to 150 % of the Lease rate then in effect. Such holding over shall not constitute renewal of this Lease but shall be a month-to-month tenancy only, with all other terms and conditions of this Lease applicable.

27. Landlord's Warranties. The Landlord warrants that it is the owner of the Premises free and clear of all liens and encumbrances, that it has the authority to enter into this Lease and that the Premises is free from contamination by hazardous substances.

28. Hazardous Substances. The Tenant shall not permit hazardous substances upon the Premises except those that are normally associated with aeronautical-like purposes.

29. Motor Vehicle Parking. Motor vehicles shall be parked only in designated parking areas or within the hangar. All vehicles must be operational and licensed. Outside storage including but not limited to storage containers, sheds, material piles, and metal drums is prohibited, absent written authorization by Landlord.

30. Aircraft Parking. Aircraft shall not be parked on taxiways, aprons or other pavement on the Premises in a manner that unduly obstructs access to adjacent hangars. Only airworthy aircraft shall be parked on the Premises outside the hangar.

31. Jurisdictions and Venue. The parties acknowledge that this Lease is entered into in the State of Colorado, and they agree that the courts of Adams County, Colorado, shall have jurisdiction and be the sole venue to resolve all disputes between the parties arising from this Lease or concerning the Premises.

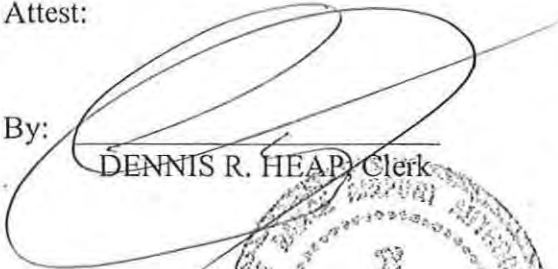
32. Indemnification. The Tenant shall bear the entire loss or damage to all improvements to the Premises, whether by windstorm, fire, earthquake, snow, water run-off or any other cause whatsoever. The

Tenant hereby indemnifies the Landlord against and holds it harmless from all demands, claims, costs, causes of action and judgments, as well as from all costs of investigating and defending the same, arising from or growing out of the acts or omissions of the Tenant, its contractors, agents, members, stockholders, employees, invitees, servants, subtenants, successors or assigns in connection with their occupancy of any portion of Front Range Airport, including the Premises.

IN WITNESS WHEREOF the parties have executed this Lease this 22nd day of January 2003.

LANDLORD
FRONT RANGE AIRPORT AUTHORITY


Attest:

By: 
DENNIS R. HEAP, Clerk

By: 
PERRY MILLER, Chair



BOARD OF COMMISSIONERS
OF ADAMS COUNTY

Approved as to form


By:  1/29/03
ELAINE T. VALENTE, Chair

TENANT
JEFFREY E. SCHETGEN


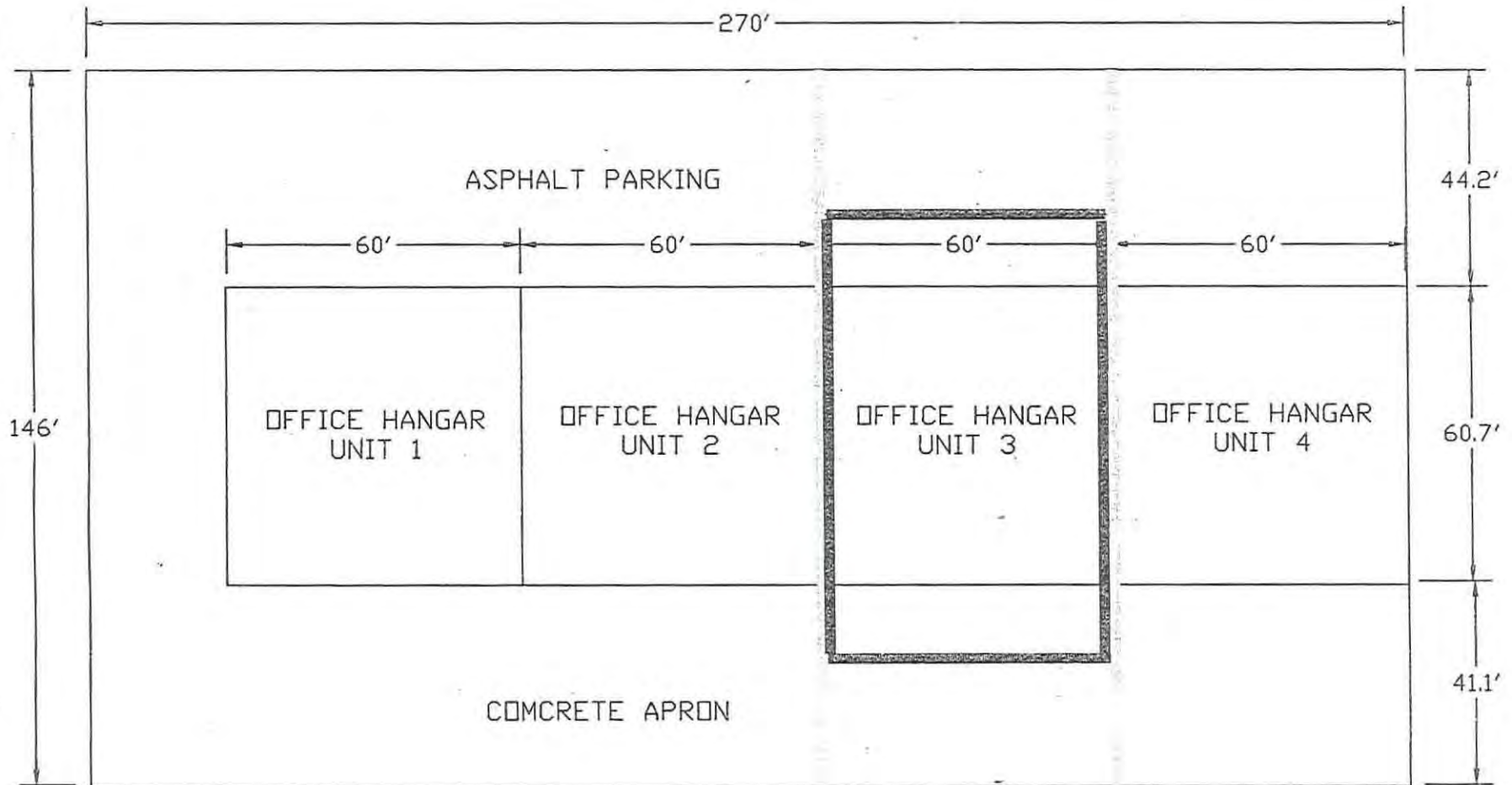


By: 
JEFFREY E. SCHETGEN

EXHIBIT A



 PREMISES

 LEASE CALCULATION—HANGAR SIZE PLUS 15 FEET NORTH, SOUTH. TOTAL=5,442 SQ. FT.

 FRONT RANGE AIRPORT WATKINS, COLORADO	JEFFREY E. SCHETGEN		DES.
	REVISION		DR.
	C:\BOB\CONDO HANGARS 2		APP.
	DATE 5-21-99	DESCRIPTION	

Module #1, 37451 Beechcraft Way, Unit 3

EXHIBIT "B"

Page 1 of 2

INSURANCE

The Tenant will be required to procure and maintain, at its own expense and without cost to the Landlord, the kinds and minimum amounts of insurance as follows:

I. Comprehensive General Liability

In the amount of not less than one million dollars combined single limit.

Coverage to include:

- A. Premises
- B. Products/Completed Operations
- C. Broad Form Comprehensive, General Liability
- D. Front Range Airport Authority and Adams County as Additional Insured

II. Comprehensive Automobile Liability

In the amount of not less than \$500,000 combined single limit for bodily injury and property damage.

III. Employers Liability, Worker's Compensation and Unemployment Insurance

The Tenant shall secure and maintain employer's liability, Workman's Compensation Insurance and Unemployment Insurance that will protect it against any and all claims resulting from injuries to and death of workmen engaged in work under this contract.

Minimum insurance requirements are subject to change during the term of this Lease at Landlord's sole discretion. Tenant shall be notified of any increases to minimum insurance requirements in writing, and Tenant shall have sixty (60) days from the date of notification to provide proof of compliance with the increased insurance requirements to Landlord.

Certificate of Insurance

The Tenant shall not commence work under this contract until it has submitted to the landlord, and received approval thereof, certificates of insurance showing that it has complied with the foregoing insurance.

All referenced insurance policies and/or certificates of insurance shall be issued to include the Front Range Airport Authority as an "additional insured". The name of the bid or project must appear on the certificate of insurance.

EXHIBIT "B"

Page 2 of 2

1. Underwriters shall have no right of recovery or subrogation against the Front Range Airport Authority; it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
2. The clause entitled "Other Insurance Provisions" contained in any policy including Front Range Airport Authority as an additional named insured shall not apply to Front Range Airport Authority.
3. The insurance companies issuing the policy or policies shall have no recourse against Front Range Airport Authority for payment of any premiums due or for any assessments under any form or any policy.
4. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

If any of the said policies shall be or at any time become unsatisfactory to the Landlord as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the Landlord, the Tenant shall promptly obtain a new policy, submit the same to the Landlord for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Tenant to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the Landlord, may be immediately declared suspended, discontinued or terminated after 60 days written notice to the Tenant. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

**AMENDMENT 1 TO LAND LEASE AGREEMENT BETWEEN THE
FRONT RANGE AIRPORT AND JEFFREY E. SCHETGEN FOR
HANGAR LOCATED AT 37451 BEEHCRAFT WAY, UNIT 3**

THIS AMENDMENT 1 is made and entered into this ____ day of _____, 2018, by and between Adams County, Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado, 80601 ("Landlord") on behalf of the Front Range Airport, and Jeffrey Schetgen, located at 5927 Saddle Creek Trail, Parker, CO 80134 ("Tenant").

RECITALS

A. WHEREAS, the Front Range Airport Authority ("Authority") and Jeffrey E. Schetgen entered into an Land Lease ("Lease") dated January 1, 2003, regarding land at the Front Range Airport; and,

B. WHEREAS, Tenant is the current owner of the Land Lease, and Tenant continues to occupy the leased premises; and,

C. WHEREAS, the Authority was dissolved in December 2013, and all right, title, and interest in its property, including contract rights and obligations, were transferred to Landlord; and,

D. WHEREAS, the initial term of the Lease expired on December 31, 2015, and it is in its first 5 year renewal period, and by means of this Amendment 1 the parties wish to extend the term to December 31, 2052.

NOW, therefore, in consideration of the promises, conditions and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following changes in the Lease:

1. Section 3 of the Lease is replaced with the following:

TERM: The initial term of this Lease shall be for fifty years commencing January 1, 2003 and ending at midnight on December 31, 2052. Tenant must remain in full compliance with the terms of this lease and the Minimum Standards, as may be changed from time to time, and must remain a financially viable entity, and must also maintain the structural integrity and condition of the building to the Landlord's reasonable satisfaction at all times during the term of the Lease. In the event Tenant fails to comply with the obligations in this Section 3, Landlord may terminate this Lease upon thirty days written notice. Provided that the Property is serviceable as determined by the

Airport, the Property shall revert to the Airport at the end of this lease extension. If the Property is not serviceable, it shall be removed from the Airport by Tenant at the termination of this lease extension.

2. Except as modified by this Amendment 1, the terms of the Lease shall remain in full force and effect.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

ATTEST:
STAN MARTIN, CLERK
& RECORDER

By: Chairman

Deputy Clerk

APPROVED AS TO FORM:

County Attorney's Office

JEFFREY E. SCHETGEN, TENANT

By: Jeffrey E. Schetgen



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: 02/20/2018
SUBJECT: Land Lease Extension
FROM: Jeri Coin, on behalf of Dave Ruppel
AGENCY/DEPARTMENT: Front Range Airport
HEARD AT STUDY SESSION ON
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves the resolution.

BACKGROUND:

Front Range Hangar 6 Condominium Association, Inc. (“Tenant”) has an unimproved land lease located at 37801 51st on a parcel of airport property, the land lease will expire on April 30, 2044, and Tenant would like to extend the lease to fifty (“50”) years. Approval of Amendment 1 will extend the lease to expire on April 30, 2054.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

1. Budget
2. Attorney
3. County Manager

ATTACHED DOCUMENTS:

1. Resolution
2. Unimproved Land Lease
3. Consent to Assignment & Assignment
4. Amendment 1 to Lease

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT 1 TO UNIMPROVED LAND LEASE
BETWEEN FRONT RANGE AIRPORT AND FRONT RANGE HANGAR 6
CONDOMINIUM ASSOCIATION, INC.

Resolution 2018-

WHEREAS, in 2004, the Front Range Airport (“Airport”) entered into an Unimproved Land Lease with American Hangars, LLC concerning a parcel of land at the Airport; and,

WHEREAS, American Hangars, LLC did a Consent to Assignment, and Assignment to Front Range Hangar 6 Condominium Association, Inc., who is the current tenant; and,

WHEREAS, the Unimproved Land Lease will expire in 2044; and,

WHEREAS, by means of the attached Amendment 1 the parties wish to extend the term of the Unimproved Land Lease through April 30, 2054 and adjust the rent accordingly.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Amendment 1 to the Unimproved Land Lease between the Front Range Airport and Front Range Hangar 6 Condominium Association, Inc., a copy of which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said Amendment 1 on behalf of Adams County.

DRAFT

UNIMPROVED LAND LEASE

This lease is made effective this 1st day of May, 2004 by and between the Front Range Airport Authority, a political subdivision of the State of Colorado, located at 5200 Front Range Parkway, Watkins, Colorado 80137 ("Landlord") and American Hangars, LLC, a Colorado limited liability company, located at 1319 South Columbine Street, Denver, Colorado 80210 ("Tenant").

For and in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. Lease and Description. Upon the terms and conditions hereinafter set forth, the Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, those certain premises situated at the Front Range Airport, Adams County, Colorado, known as 37801 51st Avenue, Watkins, Colorado 80137 ("Premises"), the configuration and legal description of which are set forth on the Site Plan attached hereto as Exhibit "A" and incorporated herein by this reference. The Tenant shall have the non-exclusive use of taxiways, runways and other areas of the Airport, which are not within the exclusive use of other tenants and the Landlord.

2. Business Purpose. The Premises shall be used for the construction and operation of a non-commercial aircraft hangar building under the terms and conditions of this Lease which shall not be construed as creating or vesting in the Tenant or any subtenant or assignee a fee interest in the Premises.

The aircraft hangar buildings constructed on the Premises and the leasehold interest created hereby are to be used for aeronautical-related purposes, including but not limited to parking, storing and maintaining aircraft and other activities associated with aircraft ownership. Aircraft stored in the hangar must meet the Taxilane Object Free Area Width for airplanes, as defined in FAA AC150/5300-13 Airport Design Chapter 4, Taxiway and Taxilane Design, not to exceed a wingspan of 49 feet. The tenancy created hereby is subject to the terms of this Lease, the Minimum Standards of Front Range Airport, all applicable federal, state and local laws and ordinances. The Minimum Standards shall be provided by the Landlord to the Tenant in writing upon the approval of this Lease and thereafter from time to time as they are amended.

3. Term. The initial term of this Lease is forty years, commencing 12:01 a.m., May 1, 2004, and ending at midnight on April 30, 2044. So long as the Tenant is in full compliance with the terms of the Lease and the Minimum Standards of Front Range Airport, and the Landlord has determined that the building is in good repair, the Landlord shall extend the term of this Lease for a five (5) year period effective May 1, 2044. Thereafter, additional five (5) year renewal terms may be offered so long as the requirements of this paragraph have been met. The Tenant may terminate this Lease without penalty at the end of the original or any extended lease term by giving the

Landlord written notice of its intent to terminate at least ninety (90) days prior to the end of the applicable lease term.

4. Rent. The rent for said leasehold space for 2004, the first year of this lease commencing upon execution hereof, shall be Eleven Thousand Two Hundred Twelve and 50/100 Dollars (\$11,212.50), computed at the pro-rated, annual rate of twenty-three cents (\$0.23) per square foot, times the building footprint of one hundred (100) feet by three hundred forty-five (345) feet plus fifteen (15) feet on all four sides, or 48,750 square feet as shown on Exhibit "A". The total square footage for which Tenant is responsible for purposes of maintenance and repairs as per paragraph 10 of this Lease and otherwise, is two hundred twenty-five (225) feet by four hundred eleven (411) feet, or 92,475 square feet. Rent payment shall be made at 5200 Front Range Parkway, Watkins, Colorado 80137, or at such other address as the Landlord notifies the Tenant in writing during the original or any extended term of the Lease. The Tenant shall also pay for any calendar year or fraction thereof for which rent is due but not paid within ten (10) calendar days of the due date a late charge equal to five percent (5%) of the rent due and any accrued late charges.

a. Future Rental Periods. Commencing May 1, 2005, and every year thereafter, the annual rental sum shall be adjusted to reflect any increase in the Denver-Boulder-Greeley, Colorado Consumer Price Index (CPI-U), or its successor index in the preceding year.

5. Assignment of Lease. The Tenant may sublease or sell hangar space for the purpose described in paragraph 2, above, for a term and under such terms and under conditions as the Tenant may determine in its sole discretion, provided: (1) the Tenant receives the Landlord's approval of the rental or sale, which shall not be unreasonably withheld; (2) the Tenant provides the Landlord and maintains a current list of the names, addresses and telephone numbers of subtenants or purchasers and their aircraft registration numbers; and (3) subtenants or purchasers agree in writing to abide by all the terms and conditions of this Lease.

6. Buildings Constructed on Premises. All improvements constructed on the Premises are subject to the following terms and conditions:

a. All improvements shall be built in strict accordance with design plans and specifications, including floor plans and elevations showing the dimensions, appearance, interior characteristics and color of the finished building. Said plans and specifications shall be filed with and approved by the Landlord before construction commences as outlined in the Checklist for Hangar Construction attached hereto as Exhibit "C." Plans for construction on the Premises shall be presented to Landlord within thirty (30) days of execution of this Lease. Landlord's approval or disapproval of Tenant's plans shall be provided to Tenant within thirty (30) days after submission of those plans to Landlord by Tenant. Any disapproval shall state specifically the reasons for the disapproval. Tenant shall have the right to re-submit plans after any disapproval by Landlord. In the event of

any disapproval by Landlord, both Landlord and Tenant shall have the right to terminate this Lease by providing written notice of termination to the other party within sixty (60) days of the date of Landlord's disapproval, in which case neither party shall have any further obligations to the other, provided, however, Tenant shall be entitled to a prorata refund of prepaid annual rent paid to Landlord.

b. Subject to the conditions of this paragraph 6, the Tenant shall construct a 12-unit hangar building one hundred (100) feet by three hundred forty-five (345) feet, with fifty-five (55) foot wide doors, eighteen (18) foot high. The building must be located as shown on Exhibit "A" hereto, and such buildings must be approved by the Adams County Building Department after the approval of the plans by the Landlord. Tenant's contractor and subcontractor shall only use the "Construction Route" as depicted on Exhibit "A" to get materials and equipment to and from the project site, and shall only use the "Staging Area" as depicted on Exhibit "A" for the storage of materials and equipment necessary for this project. The building may be used only for the purposes set forth in paragraph 2, above, and it shall be warranted by the Tenant against defects in workmanship or materials for a period of two years after completion. The Tenant hereby indemnifies the Landlord against any costs of warranty work. The Tenant's warranty may not be assigned, transferred or delegated to anyone without the Landlord's prior written consent. Tenant shall reimburse Landlord for the cost of a legal description as shown on the Schedule of Fees attached hereto and shown as Exhibit "D".

c. Exterior building lighting shall comply with the Airports Minimum Standards as listed in the Development Policy & Application Procedures, Chapter V, D, and 9, Exterior Lighting. In addition and as a minimum, the lighting assemblies shall be surface mounted, as high on the building as possible, fixtures shall be high pressure sodium, fixtures shall be spaced one every 150 lineal feet of building and shall have a minimum of one fixture mounted on each exterior wall. Alternate lighting designs shall be considered based on a full lighting submittal package.

d. Tenant shall construct a sixty-two and one-half (62.5) foot by four hundred eleven (411) foot west apron and a sixty-two and one-half (62.5) foot by four hundred eleven (411) foot east apron, and a thirty-six (36) foot by one hundred (100) foot paved area on the north end of the hangar and a thirty (30) foot by one hundred (100) foot paved area on the south end of the hangar and being capable of bearing single aircraft weights of 12,500 pounds, using alternative number one as the pavement design as spelled out in Ground Engineering Consultants letter dated December 22, 2003, referencing their job number 03-3393, for Module #, Site 5, as attached hereto as Exhibit "E". Tenant will retain Ground Engineering Consultants as the engineering firm that will provide quality control testing, construction observations and provide the Landlord with testing documentation and as-built drawings.

e. Tenant shall construct a fifty (50) foot wide by two hundred twenty-five (225) foot taxiway on the north end of the hangar, and a twenty-five (25) foot wide by two hundred twenty-five (225) foot taxiway on the south end of the hangar as shown on

Exhibit "A", using alternative number one as the pavement design as spelled out in Ground Engineering Consultants letter dated December 22, 2003, referencing their job number 03-3393, for Module #, Site 5, as attached hereto as Exhibit "E". Tenant will retain Ground Engineering Consultants as the engineering firm that will provide quality control testing, construction observations and provide the Landlord with testing documentation and as-built drawings.

f. Unless construction of the improvements is commenced within sixty (60) days after approval of the improvement plans by the Landlord, this Lease shall become null and void, unless the Landlord agrees in writing to a longer period in which to commence construction. If the Lease becomes null and void pursuant to this section, the Tenant shall be entitled to a return of all advance rents and other fees paid to the Landlord. The Tenant shall complete construction and obtain a Certificate of Occupancy for the improvements within 180 days after the commencement of construction, however, the Landlord shall allow an additional 120 days for the Tenant to obtain such Certificate if construction improvements have been delayed because of any reason out of its control, including, but not limited to, labor or material shortages, weather, or acts of God. If the Tenant fails to obtain such Certificate within the additional time just described, the Tenant shall pay the Landlord within thirty (30) calendar days of receipt of invoice sufficient money for the Landlord or its designee to obtain the Certificate. All permits and approvals required for construction of the said improvements and/or use of the Premises shall be obtained by the Tenant in a timely fashion at Tenant's sole expense.

g. Tenant shall reimburse Landlord per Schedule of Fees attached hereto and incorporated as Exhibit "D".

Tenant understands that Adams County Building Department will not issue a Certificate of Occupancy until all items on the Checklist for Hangar Construction attached hereto as Exhibit "C" and incorporated herein by this reference have been completed to the satisfaction of the Airport.

7. Utilities. Tenant is responsible for bringing utilities from the present point of termination to the perimeter of the Premises. Tenant is responsible for installing a water meter. Tenant is responsible for installing fire hydrants as required by the local fire department. The Tenant must provide all improvements within the perimeter of the Premises including, but not limited to, paving, landscaping, buildings, parking, lighting, septic/sewer, gas, telephone and other facilities or utilities. All utilities shall be underground. After installation, pavement shall be repaired according to Airport standards or at Landlord's request. Tenant hereby covenants and agrees to pay water and sewer tap fees and prorated water line construction as stated in the Schedule of Fees attached hereto as Exhibit "D" and pay all monthly or other regular charges for heat, light, and water, and for all other public utilities which shall be used in or charged

against the Premises during the full terms of this Lease. Landlord agrees to cooperate in the acquisition of temporary hook ups.

8. Taxes. The Tenant shall pay all property and other taxes that are assessed against the Premises.

9. Occupancy. The Premises shall not be occupied or used for any purpose until a Certificate of Occupancy is issued for any building constructed thereon.

10. Repair and Maintenance.

a. At its sole expense, the Tenant shall keep the Premises and all improvements thereon in good repair and in a safe, sanitary, orderly and usable condition. The Premises shall at all times be maintained in accordance with any applicable Building Code, Zoning Regulation, or Ordinance of Adams County.

b. During construction, Tenant shall, at its expense, be responsible for the immediate clean up of any dirt and/or mud that is tracked or blown upon the adjacent pavement areas or the construction site or related to the construction.

c. Good Condition: Tenant shall keep Premises in good order and working condition and will do all necessary and appropriate maintenance and repair work at its sole expense. If Tenant fails to maintain the Premises, Landlord may perform such maintenance and invoice Tenant for all costs incurred. Prior to commencing work, Landlord will provide Tenant with thirty (30) days written notice and right to cure, and the applicable provisions of paragraph 27 below shall apply.

d. Waste: The Tenant shall place and regularly empty suitable trash containers on the Premises. It shall not permit rubbish, debris, waste material, anything noxious or detrimental to safety or health, anything likely to create objectionable odors or a fire hazard or anything subject to deterioration to accumulate on the Premises or to be improperly disposed of. The Tenant shall not allow any waste, liquids or other materials that could cause malfunction of the Landlord's sewage plant or impede the normal chemical or biological workings of the plant to become part of the plant's influence.

e. Care of Petroleum products and Other Material by Tenant: Tenant shall handle, use, store and dispose of fuel petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Airport in accordance with all applicable federal, state, local and Airport statutes, regulations, rules and ordinances, including the Front Range Airport, Spill Prevention Control and Countermeasure Plan (SPCC). No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Tenant, the Tenant shall be responsible for the clean up, containment and

otherwise abatement of such contamination at Tenant's sole cost and expense. Further, Tenant shall notify the Landlord and appropriate governmental agency of such occurrence immediately. Should the Tenant fail to do so, the Landlord may take any reasonable and appropriate action in the Tenant's stead. The cost of such remedial action by the Landlord shall be paid by the Tenant.

f. Snow: At its sole expense, the Tenant shall remove snow and ice from all paved areas of the Premises.

g. Pavement: At its sole expense, the Tenant shall repair and maintain all paved areas of the Premises and their subsurfaces in a safe and structurally sound condition.

11. Use. The Tenant shall conduct on the Premises only the business for which it is leased and shall not use the Premises for any illegal purpose.

12. Liens and Insolvency. The Tenant shall keep the Premises free from any liens arising from work performed thereon or materials furnished thereto. If the Tenant becomes insolvent or voluntarily or involuntarily bankrupt, or if a receiver, trustee or other liquidator is appointed for the Tenant, the Landlord may cancel this Lease by appropriate legal means.

13. Rent After Default. If any or all of the Premises is sublet, sold or otherwise occupied by anyone other than the Tenant, after any default in the payment of rent by the Tenant, the Landlord may collect rent or other periodic payments from subtenants, purchasers or other occupants, but such collection and/or the Landlord's agreement to a third person's use or occupancy of the Premises shall not be deemed a waiver of any term or condition of this Lease.

14. Access. The Tenant shall allow the Landlord and/or its agents access to the Premises during business hours upon 24 hours' notice for the purpose of inspection. In case of emergency the Landlord may have access at any time. Nothing herein shall be construed to limit the authority of Adams County building inspectors under existing law.

15. Liability Insurance. The Tenant shall maintain liability insurance by a company or companies acceptable to the Landlord insuring the Tenant against claims based on personal injury or death and damage or destruction of property that arise from the intentional or negligent acts of the Tenant, its agents, employees or servants or by means of any form of transportation, including owned, non-owned and hired automobiles, to the extent required by Exhibit "B" attached hereto and incorporated herein by this reference. The Landlord shall be included on all such policies as a named insured, and a true copy of those policies shall be furnished to the Landlord. Every such policy shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord.

16. Accidents - Indemnity. The Tenant shall bear the risk of damage or destruction of all personal property on the Premises. The Landlord shall not be liable for any damage to persons or property on the Premises sustained by the Tenant or others, whether caused by defects now on the Premises or due to conditions hereafter arising in any building or other improvement or appurtenance thereon, including but not limited to lack of repair, fire, bursting or leaking water, gas, sewer or steam pipes, or the acts or omissions of the Tenant, any subtenant, purchaser or other occupant of the Premises or any invitee on the Premises, or the happening of any accident from any cause in or about any improvement on the Premises.

17. Fire Insurance. At its sole expense, at all times after commencement of construction on the Premises, the Tenant shall carry fire and extended coverage hazard insurance (including vandalism and malicious mischief protection) on all buildings commenced on the Premises, the policy or policies of which shall name the Landlord as an additional insured to the extent of the Landlord's interest in such buildings. A true copy of all such policies shall be furnished to the Landlord. Every such policy shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord, no such policy shall contain a deductible clause greater than \$1,000 per claim. In the event of loss, the Tenant shall pay such deductible amount.

18. Casualty Loss – Application of Proceeds. In the event of any casualty loss to any improvement covered by insurance, the proceeds of such insurance shall be used to repair or replace such improvement and return the Premises to its original condition. The proceeds shall be first applied to the cost of clean up, to the extent required by the Landlord. Upon the sublease or sale of any part of the Premises, the Tenant shall require the subtenant or purchaser to obtain hazard insurance at the subtenant's or purchaser's sole expense containing the same provisions as those set forth in paragraph 17, above, and including the Landlord and the Tenant as additional named insured, as their interests may appear.

19. Condemnation. The Landlord may condemn the Premises if it desires to use the Premises for other airport purposes. If it does so, it shall compensate the Tenant for the value of the remaining original lease term, if the condemnation occurs during that term, and for the value of the remaining then-current lease term extension, if the condemnation occurs during a lease term extension. Landlord shall compensate the Tenant for the remaining life of all improvements the Tenant has constructed on the Premises based on a 30-year life for each such improvement. If the Landlord and Tenant disagree as to the value of the remaining life of the Lease or an extension thereof or any improvement Tenant has constructed on the Premises, each shall retain an appraiser to value those items. If those appraisers are unable to agree on such valuations, they shall appoint a third appraiser, and that appraiser's valuations shall be conclusive and binding on both parties. If the Tenant has already given written notice of lease termination as provided in paragraph 3 above, at the time it receives the Landlord's notice of condemnation, the Premises shall be surrendered to the Landlord at the end of the then-current lease term without regard to the provisions of this paragraph.

20. Tenant's Right of Cancellation. In addition to any other remedies available to the Tenant, this Lease shall be subject to cancellation by the Tenant if any one or more of the following events occur:

a. Abandonment: If the Airport is permanently abandoned as an operating airport by the Landlord, the Tenant shall be entitled to cancel this Lease, remove all improvements it constructed on the Premises and have returned to it all prepaid rents.

b. Supervening Event: If any act of God prevents the Tenant from using the Premises for the purpose provided in paragraph 2 above, for six consecutive months, it may cancel this Lease. However, neither party shall have any liability to the other for the results of any such act.

c. Landlord's Breach of Lease: Tenant may cancel this Lease if the Landlord breaches any of its obligations under this Lease and fails to remedy such breach within sixty (60) calendar days after the Tenant's delivery of written notice of the breach to the Landlord.

21. Removal of Improvements. Upon termination of this Lease, at its sole cost, the Tenant shall remove any improvements (except pavement) it has made to the Premises, and it shall return the Premises to the Landlord in the same condition as it existed at the inception of this Lease (except for any pavement that may exist on the Premises at the time of termination).

22. Notices. All notices and consents required or permitted hereunder shall be deemed delivered when personally delivered, or when delivered by courier or facsimile or other electronic means, or three business days after being deposited in the United States mail, sealed and postage prepaid, certified and return receipt requested, addressed, as appropriate, to:

LANDLORD

Director of Aviation
Front Range Airport
5200 Front Range Parkway
Watkins, Colorado 80137

TENANT

Douglas Blake
American Hangars, LLC
1319 S. Columbine St.
Denver, Colorado. 80210

or to such other addresses as the parties may designate to each other in writing.

23. Governmental Fees. All fees due under applicable law to any city, county or state on account of any inspection made of the Premises shall be paid by the Tenant.

24. Signs. Any sign or symbol placed anywhere on the Premises shall first be approved by the Landlord. Any sign or symbol not so approved shall be immediately removed upon notice by the Landlord at the Tenant's sole expense. The Tenant's failure to promptly remove such sign or symbol shall entitle the Landlord to remove it at the Tenant's sole expense. Any sign or symbol approved by the Landlord for display on the Premises shall be removed at Tenant's expense at the termination of the Lease. In addition to being authorized by the Landlord, all signs displayed on the Premises shall conform to all applicable laws and regulations, and the Tenant shall pay all fees associated therewith. Tenant will mount a sign on each end of the hangar containing the hangar number, street address and language similar to a "no parking" sign.

25. Mailboxes. Mailboxes as approved by the United States Postal Service shall be installed at Tenant's expense. The location of mailboxes shall be approved in writing by the Landlord prior to placement on airport property.

26. Default and Re-Entry. Unless resulting from events described in paragraphs 18 or 19, above, the Tenant's failure to pay rent when due or its violation of any other of its obligations hereunder shall entitle the Landlord to terminate this Lease upon thirty (30) days prior written notice. If the default or violation is cured within the said thirty (30)-day period, or if the violation is not capable of complete cure within the said period but cure is commenced within the period, the Landlord shall have no right of termination. However, if the default or violation is not cured, or cure of the violation is not begun, within the thirty (30)-day period, the Lease shall be deemed terminated at the end of that period without further action by the Landlord. Upon termination the Tenant shall be entitled to recover any prepaid rent and other fees, and the Landlord shall be entitled to possession of the Premises. If the Tenant fails to vacate the Premises, the Landlord shall have the right to evict the Tenant pursuant to Colorado law.

27. Nonwaiver of Breach. The failure of either party to insist on strict compliance with any term or condition of this Lease shall not be deemed a waiver or relinquishment of the right to require strict compliance with such term or condition, or any other term or condition of this Lease in the future.

28. Holding Over. If the Tenant holds over after the end of the original term of this Lease or any extended term hereof, the Tenant shall pay the Landlord rent in an amount equal to 150 % of the Lease rate then in effect. Such holding over shall not constitute renewal of this Lease but shall be a month-to-month tenancy only, with all other terms and conditions of this Lease applicable.

29. Landlord's Warranties. The Landlord warrants that it is the owner of the Premises free and clear of all liens and encumbrances, that it has the authority to enter

into this Lease and that the Premises is free from contamination by hazardous substances.

30. Hazardous Substances. The Tenant shall not permit hazardous substances upon the Premises except those that are normally associated with aeronautical-like purposes.

31. Motor Vehicle Parking. Motor vehicles shall be parked only in designated parking areas approved by Landlord.

32. Aircraft Parking. Aircraft shall not be parked on taxiways, aprons or other pavement on the Premises in a manner that unduly obstructs access to adjacent hangars. Only airworthy aircraft shall be parked on the Premises outside the hangar(s).

33. Jurisdiction and Venue. The parties acknowledge that this Lease is entered into in the State of Colorado, and they agree that the courts of Adams County, Colorado, shall have jurisdiction and be the sole venue to resolve all disputes between the parties arising from this Lease or concerning the Premises.

34. Site Plan. The development plan drawings shall conform to and be in compliance with the requirements set forth in Chapter VI, Article B, Step 2 (Concept Plan), and Step 3 (Development Plan Drawings) of the Development Policy and Application Procedure for Aeronautical and Non-aeronautical Land Use at Front Range Airport, as adopted October 20 1999, and amended from time to time

35. Indemnification. The Tenant shall bear the entire loss or damage to all improvements to the Premises, whether by windstorm, fire, earthquake, snow, water run-off or any other cause whatsoever. The Tenant hereby indemnifies the Landlord against and holds it harmless from all demands, claims, costs, causes of action and judgments, as well as from all costs of investigating and defending the same, arising from or growing out of the acts or omissions of the Tenant, its contractors, agents, members, stockholders, employees, invitees, servants, subtenants, successors or assigns in connection with their occupancy of any portion of Front Range Airport, including the Premises.

36. Completion of Improvements. Tenant agrees to complete the improvements in compliance with all terms of this Lease. Should Tenant fail to complete construction of the building pursuant to the terms of this Lease, Tenant agrees to pay Landlord the sum of monies as shall be necessary for Landlord, or its designee, to satisfactorily complete the improvements. Such monies shall be paid to Landlord within thirty (30) days of receipt of invoice.

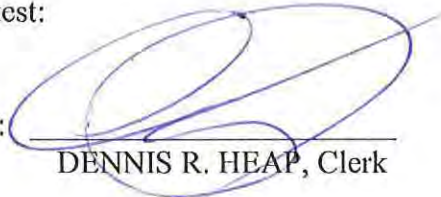
37. As-Built Plan. Upon the issuance of a Certificate of Occupancy for the Premises, the Tenant shall provide to the Landlord a plot plan of the Premises and all improvements thereon as they were actually built, including the location of all utilities.

38. Notice of Proposed Construction. Tenant shall file FAA Form 7460-1 with the Federal Aviation Administration at least 30 days prior to the date of proposed construction.

IN WITNESS WHEREOF the parties have executed this Lease this 5th day of May 2004.

LANDLORD
FRONT RANGE AIRPORT AUTHORITY

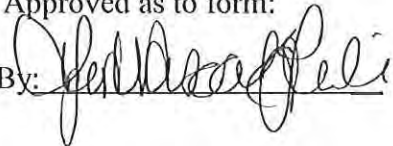
Attest:

By: 
DENNIS R. HEAP, Clerk

By:  6/28/04
TED STRICKLAND, Chair

BOARD OF COMMISSIONERS
OF ADAMS COUNTY

Approved as to form:

By: 

By:  6/28/04
ELAINE VALENTE, Chair

TENANT
AMERICAN HANGARS

By: 
DOUGLAS BLAKE, Member

EXHIBIT "A" Premises

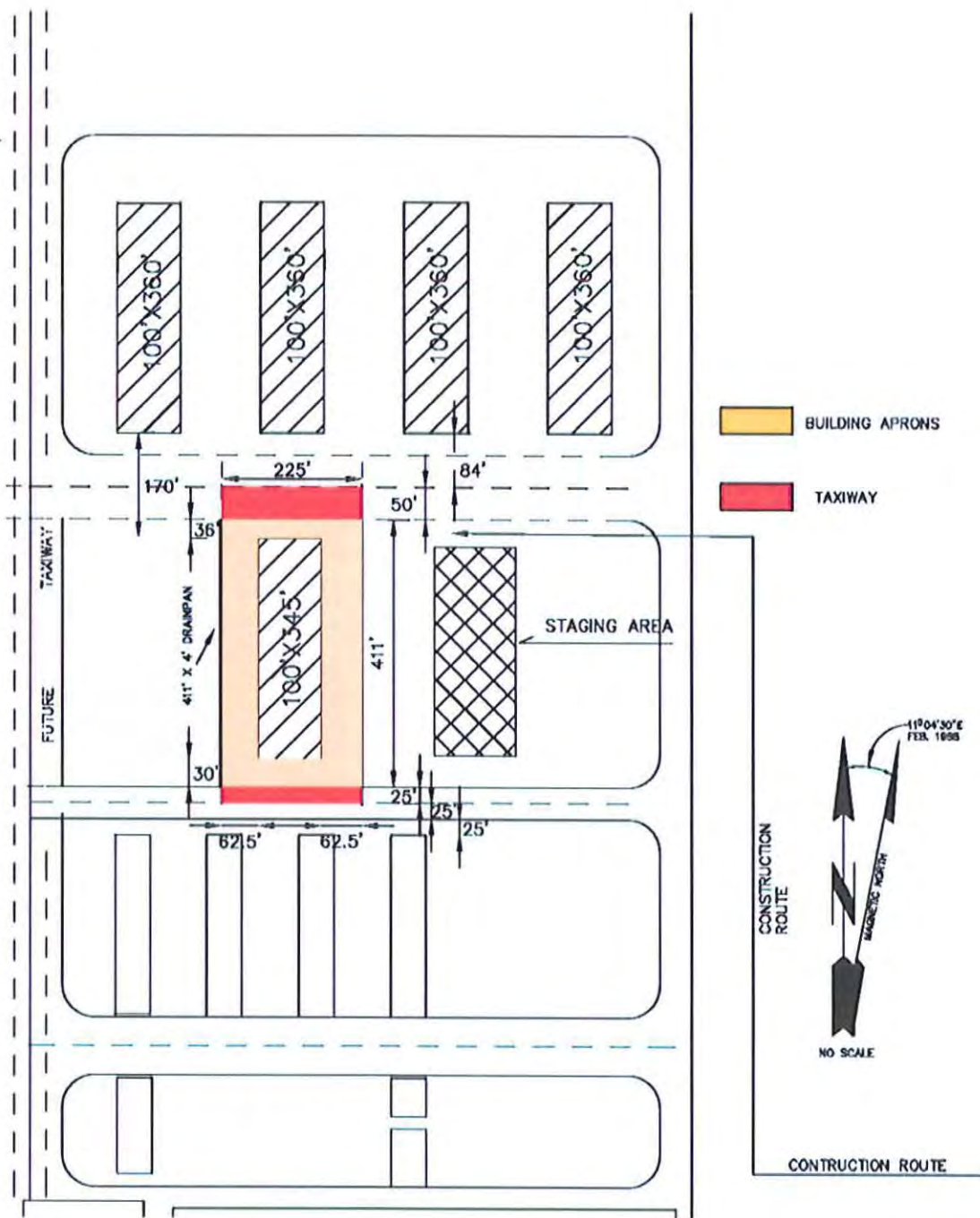


EXHIBIT "B"
Page 1 of 2

INSURANCE

The Tenant will be required to procure and maintain, at its own expense and without cost to the Landlord, the kinds and minimum amounts of insurance as follows:

I. Comprehensive General Liability

In the amount of not less than one million dollars combined single limit.
Coverage to include:

- A. Premises
- B. Products/Completed Operations
- C. Broad Form Comprehensive, General Liability
- D. Front Range Airport Authority and Adams County as Additional Insured

II. Comprehensive Automobile Liability

In the amount of not less than \$500,000 combined single limit for bodily injury and property damage.

III. Employers Liability, Worker's Compensation and Unemployment Insurance

The Tenant shall secure and maintain employer's liability, Workman's Compensation Insurance and Unemployment Insurance that will protect it against any and all claims resulting from injuries to and death of workmen engaged in work under this contract.

Certificate of Insurance

The Tenant shall not commence work under this contract until it has submitted to the landlord, and received approval thereof, certificates of insurance showing that it has complied with the foregoing insurance.

All referenced insurance policies and/or certificates of insurance shall be issued to include the Front Range Airport Authority as an "additional insured". The name of the bid or project must appear on the certificate of insurance.

1. Underwriters shall have no right of recovery or subrogation against the Front Range Airport Authority; it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
2. The clause entitled "Other Insurance Provisions" contained in any policy including Front Range Airport Authority as an additional named insured shall not apply to Front Range Airport Authority.

EXHIBIT "B"
Page 2 of 2

3. The insurance companies issuing the policy or policies shall have no recourse against Front Range Airport Authority for payment of any premiums due or for any assessments under any form or any policy.
4. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

If any of the said policies shall be or at any time become unsatisfactory to the Landlord as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the Landlord, the Tenant shall promptly obtain a new policy, submit the same to the Landlord for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Tenant to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the Landlord, may be immediately declared suspended, discontinued or terminated after 60 days written notice to the Tenant. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

EXHIBIT "C"

Page 1 of 2

CHECKLIST FOR HANGAR CONSTRUCTION

Module/Site
Street Address
Developer
Hangar Dimensions
Hangar Purpose
Date Lease Signed

Pre-Submittal Meeting

Meeting to discuss proposed development idea with Airport Staff.
Obtain Land Development Application.

Concept Plan

Scheduled Meeting with Planning Staff.
Submit completed Land Development Application and pay Concept Fee \$100.00

Submit Concept Plan to include following:

Written narrative describing the proposed development to include:

- Proposed Use – Commercial or Non-Commercial
- Number of structures, gross and net density
- Type of structures(s), approximate size(s) of units(s), and approximate maximum height of building(s) in feet
- Comprehensive timetable of construction

Plan drawing (Exhibit A) to include:

- Title or name of the development above the term "Hangar Plan"
- Vicinity map, scale, north arrow and date of preparation
- Location and legal description of lot
- Total area of open space
- Location and proposed use(s) of building areas to include ranges of dimensions and square footage
- Location and dimensions of required building and landscaping setbacks
- Parking area(s), verifiable based upon building, square footage
- Designation and classification of any right of way, turning or acceleration and/or deceleration lanes, areas to be vacated, access points, etc. that are required
- Topographic map depicting existing and proposed contours
- Utilities drawing depicting existing and proposed locations
- Internal site circulation and designation of public and private streets
- Proposed timetable for development plan

Letters from water and sewer providers and fire district.

Development Plan

Submit four (4) copies of Development Plan to include following:

- Letter of Intent
- Traffic Impact Study
- Phase III Drainage Report

EXHIBIT "C"

Page 2 of 2

- Folded Plan Maps (2 copies folded so as to fit into a 9" x 12" envelope) of Development Plan to include:
 - Cover
 - Site Plan
 - Landscape Plan (includes exterior lighting, signage, building finishes)
 - Grading, and Erosion Control Plan
 - Signage Plan
 - Elevations and Lot Corners
- _____ Construction Drawings (2 copies)
- _____ Pay Development Plan Application Fee \$500.00
- _____ Current Statement of Financial Condition of Applicant "CONFIDENTIAL"
- _____ Declared General Contractor and List of sub-contractors to include:
 - Name & Title
 - Mailing Address
 - Telephone & fax numbers
 - Copy Adams County Contractors License
- _____ Review and sign four copies of Unimproved Land Lease
- _____ Approval of Unimproved Land Lease by Authority at Public Hearing
- _____ Completed FAA Form 7460-1, "Notice of Proposed Construction or Alteration"

Post-Approval Requirements

Following approval of the Development Plan and prior to application to Adams County for any building, permit, the applicant shall deliver to the Airport:

- _____ One set of final construction drawings, signed by a registered architect or professional engineer
- _____ Certificates of Insurance for contractor and sub-contractors.
- Construction**
- _____ Obtain Airport Letter of Approval for Building Permit
- _____ Obtain Building Permit from Adams County
- _____ Schedule Pre-Construction Meeting with Airport Staff to review Airport safety requirements, operational restrictions, and coordination procedures
- Airport sign-off:**
- _____ Building Layout
- _____ Elevations (before foundation is poured)
- _____ Rough Grade Inspection
- _____ Pay Water & Sewer Tap Fee \$10,000.00 + \$166.66 each fixture
- _____ Water Meter Installed
- _____ Fire Hydrant Installed
- _____ Airport Representative inspection of water & sewer lines and tap
- _____ Storm Water Inspection
- _____ Final Grade Inspection
- _____ Apron & Taxiway design and asphalt mix
- _____ Airport representative present during paving of aprons and taxiways
- _____ Scheduled walk-through and final approval by Airport
- _____ Provide Airport with a copy of Certificate of Occupancy
- _____ Within thirty (30) days of issuance of Certificate of Occupancy provide Airport a plot plan of the Premises and all improvements as they were actually built, including the location of all utilities.

EXHIBIT "D"

Schedule of fees

May 1, 2004	Annual Rent	\$11,212.50
May 1, 2004	Concept Plan Application Fee	\$ 100.00
May 1, 2004	Development Plan Application Fee	\$ 500.00
May 1, 2004	Legal Description	\$ 195.50
Prior to C. O.	Water & Sewer Tap Fee	\$10,000.00 +\$166.66/fixture
May 1, 2005	Annual Rent	Adjusted CPI - Each Year

EXHIBIT "E"

Page 1 of 3

December 22, 2003

Subject: Soil Stabilized Base
for Front Range Airport
Module #3, Site #5

Job Number 03-3393

Colorado Airplane Hangar Co.
Attn: Doug Blake
4572 East Kentucky Ave.
Glendale, CO 80246

Dear Mr. Blake:

As requested, Ground Engineering Consultants Inc. has completed lime and cement compressive strength soil stabilization trials for the Front Range Airport Module #3, Site #5 location. Soil stabilization trials were being conducted in an effort to propose an alternative pavement section. Cement contents of two percent to six percent and 5 percent lime were considered in the trial mixes. Following is a detailed explanation of the testing procedure and results.

Purpose and Scope of Study

This report represents the results of a field exploration program and laboratory-testing program for the approximately two acre Site #5, Module #3 at the Front Range Airport in Watkins, Colorado. The study was performed to evaluate the potential of an alternative flexible pavement section when a stabilized base material is used.

Several test holes were drilled in the proposed pavement area, at which time the soil was sampled for analysis in the laboratory. This report has been prepared to summarize the data obtained and present our conclusions and recommendations based on the data obtained from the drilling and laboratory programs and with the information provided by our client.

Subsurface Exploration

Subsurface exploration for this project was conducted in November 2003. A total of four test holes were drilled with a truck mounted, continuous flight, power auger rig to evaluate subsurface conditions as well as to retrieve samples for laboratory testing and analysis.

Samples of existing on-site soils collected during drilling classified as Lean Clay to Lean Clay with Sand according to the USCS Classification System. At the time of the exploration the top 0'-4' of soil was several percent dry of the optimum moisture content. Additionally it appeared that soils from other construction activity had been deposited on the site.

GROUND

ENGINEERING CONSULTANTS

41 Inverness Drive East, Englewood, CO 80112-6412
North Office: 7383 DeNila Street, Commerce City, CO 80022-1834

Phone (303) 289-1889
www.groundeng.com

Fax (303) 289-1880
Fax (303) 289-6742

Jan. 08 2004 09:54PM P2

FXN NO.: 3038715977

FROM: HANGARSUSA

EXHIBIT "E"

Page 2 of 3

Ground Engineering Consultants Inc.
Page 2 of 3
December 22, 2003

Job No. 03-3393
Colorado Airplane Hangar Co.
Soil Cement Stabilization

Laboratory Analysis of Soil Samples

From the samples collected during the drilling operation one composite sample was blended for the soil cement stabilization analysis. The composite sample yielded the following properties, Liquid Limit of 42, Plasticity Index of 22, Percent Passing the No. 200 Sieve 86.6, and a proctor value of 102.4 pcf at an optimum moisture content of 20.0%. The composite material was then blended with two, four and six percent Portland Cement based on dry weight of soil. Additionally, the composite material was blended with 5% hydrated lime based on dry weight of soil. After mixing, three compressive strength samples were constructed at approximately 95% of Maximum Dry Density and one percent over optimum moisture content. These specimens were then cured at 100° F for five days with 100% humidity, before being tested for compressive strength. Following is a summary of the compressive strength results.

Percent Portland Cement	Ave. Compressive Strength (psi)
2%	163
4%	212
6%	326
Percent Hydrated Lime	Ave. Compressive Strength (psi)
5%	193

Pavement Recommendations

Based on the information provided to us it is our understanding that the recommendation will be based on an aircraft with a maximum takeoff weight of 12,500 lbs. The recommended alternative pavement section presented below was determined considering the design traffic, stabilized soil properties and utilizing FAA Light aircraft pavement guidelines.

Alternative One using Cement Stabilized Subgrade

Asphalt Surface Course: 4.0"
Six Percent Cement Stabilized Subgrade: 12"

Alternative Two using Lime Stabilized Subgrade

Asphalt Surface Course: 4.0"
Five Percent Lime Stabilized Subgrade: 12"

The asphalt mix should, as a minimum, meet design and construction guidelines set forth in CDOT standard specifications. The proposed mix should be approved by the project engineer prior to use.

The recommendation to utilize a minimum 6.0 percent Portland Cement by dry weight of soil is based on the strength indicated and also on ongoing durability testing.

Jan. 08 2004 08:54PM P3

FRX NO.: 32387219977

FROM: HANGARSUSA

EXHIBIT "E"
Page 3 of 3

Ground Engineering Consultants Inc.
Page 3 of 3
December 22, 2003

Job No. 03-3303
Colorado Airplane Hangar Co.
Soil Cement Stabilization

The stabilized soil must meet a minimum compressive strength of 180 psi in the field. Stabilized soil should be carefully monitored to verify percent of cement added, thickness, moisture/density and compressive strength. In addition, the construction sequence must be reviewed in relationship to placement of the asphalt mat over the stabilized subgrade.


Adjustments to the percentage cement required may be necessary in the field.

Subgrade preparation, the 12" of subgrade beneath the stabilized layer, should be mixed and compacted to 95 or more percent of the maximum standard Proctor dry density at moisture contents from 1 percent below to 3 percent above the optimum moisture content, as determined by ASTM D 698.

We have attached recommended specifications for the construction of the lime stabilizes subgrade as a modification of the CDOT standard. Construction of the cement stabilizes soil, if opted for, should follow established PCA (Portland Cement Association) Guidelines.

Sincerely,

Michael J. Quinn

Reviewed by, James B.  Kowalsky, P.E.



Jan, 08 2024 08:55AM P4

FAX NO. : 303871977

FROM : HANSRUSA

CONSENT TO ASSIGNMENT AND ASSIGNMENT

THIS AGREEMENT is made among the Front Range Airport Authority ("FRAA"), American Hangars, LLC ("American Hangars"), and Front Range Hangar 6 Condominium Association Inc., ("the Association") on the date set forth below.

BASIS FOR AGREEMENT

- A. On May 1, 2004 FRAA, entered into a lease with American Hangars of certain real property identified as 37801 51st Avenue, Watkins, CO 80137, located at the Front Range Airport, 5200 Front Range Parkway, Watkins, CO 80137-7131, ("the Lease"), a copy of which lease is attached hereto as Exhibit A.
- B. American Hangars is the owner of a multi-unit aircraft hangar building located on the said real property described in the aforementioned Land Lease.
- C. American Hangars desires to assign all its right, title and interest in and to the Land Lease to the Association, and the Association desires to take assignment of the Lease from American Hangars.
- D. Under the terms of the Lease, such assignment is subject to approval by FRAA.

CONSIDERATION

In consideration of the foregoing facts and the mutual promises set forth below, the parties agree as follows.

TERMS AND CONDITIONS

- 1. American Hangars hereby assigns all its right, title and interest in and to the Lease to the Association and the Association hereby agrees to assume all liabilities, claims, civil actions, and warranties incurred by American Hangars or arising from American Hangars tenancy under the Lease.
- 2. In accordance with Section 5 of the Lease, FRAA hereby grants its approval for the assignment of the Lease.
- 3. The Association shall be bound by all the terms and conditions of the Lease, and in the event of the Association's default, bankruptcy or other event described in section 13 of the Lease, the Association indemnifies American Hangars and holds it harmless from all claims, liabilities, judgments, fees, costs, expenses and duties arising under the Lease, including attorney fees and court costs.

ASSIGNOR:

AMERICAN HANGARS, LLC.

By: *Rick Polland*
Rick Polland, Member

Date 12/10/04

ASSIGNEE:

FRONT RANGE HANGAR 6
CONDOMINIUM ASSOCIATION

By: *Douglas Blake*
Douglas Blake, Member

Date 12/10/04

CONSENT:

FRONT RANGE AIRPORT AUTHORITY

By: *Ted L. Strickland*
Ted L. Strickland, Chairman

Date 12-10-04

STATE OF COLORADO)
) ss.
County of Adams)

[Faint Notary Seal]

On this 10 day of December, 2004 before me Laura Shewmaker, a Notary Public in and for said State, personally appeared Douglas Blake, known or identified to me to be the person whose name is subscribed to the within instrument, and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written.

Laura Shewmaker
Notary Public
My Commission expires: 5-14-2005

**AMENDMENT 1 TO LAND LEASE AGREEMENT BETWEEN THE
FRONT RANGE AIRPORT AND FRONT RANGE HANGAR 6
CONDOMINIUM ASSOCIATION, INC.**

THIS AMENDMENT 1 is made and entered into this ____ day of _____, 2018, by and between Adams County, Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado, 80601 ("Landlord") on behalf of the Front Range Airport, and Front range Hangar 6 Condominium Association, Inc., located at 37801 51st, Watkins, CO 80137 ("Tenant").

RECITALS

A. WHEREAS, the Front Range Airport Authority ("Authority") and American Hangars, LLC entered into an Unimproved Land Lease ("Lease") dated May 1, 2004, regarding land at the Front Range Airport; and,

B. WHEREAS, American Hangars, LLC did a Consent to Assignment and Assignment to Front Range Hangar 6 Condominium Association, Inc., ("Tenant"); and,

C. WHEREAS, Tenant is the current owner of the Land Lease, and Tenant continues to occupy the leased premises; and,

D. WHEREAS, the Authority was dissolved in December 2013, and all right, title, and interest in its property, including contract rights and obligations, were transferred to Landlord; and,

E. WHEREAS, the initial term of the Lease expires on April 30, 2044, and by means of this Amendment 1 the parties wish to extend the term to April 30, 2054, bringing the lease to the maximum 50 year term.

NOW, therefore, in consideration of the promises, conditions and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following changes in the Lease:

1. Section 3 of the Lease is replaced with the following:

TERM: The initial term of this Lease shall be for fifty years commencing May 1, 2004 and ending at midnight on April 30, 2054. Tenant must remain in full compliance with the terms of this lease and the Minimum Standards, as may be changed from time to time, and must remain a financially viable entity, and must also maintain the structural integrity and condition of the building to the

Landlord's reasonable satisfaction at all times during the term of the Lease. In the event Tenant fails to comply with the obligations in this Section 3, Landlord may terminate this Lease upon thirty days written notice. Provided that the Property is serviceable as determined by the Airport, the Property shall revert to the Airport at the end of this lease extension. If the Property is not serviceable, it shall be removed from the Airport by Tenant at the termination of this lease extension.

2. Except as modified by this Amendment 1, the terms of the Lease shall remain in full force and effect.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

ATTEST:
STAN MARTIN, CLERK
& RECORDER

By: Chairman

Deputy Clerk

APPROVED AS TO FORM:

County Attorney's Office

FRONT RANGE HANGAR 6
CONDOMINIUM ASSOCIATION, INC.,
TENANT

By: Reed Sundine, Member



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 20, 2018
SUBJECT: Acceptance of Warranty Deed from Kenneth A Mueller
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the Warranty Deed by resolution

BACKGROUND:

Adams County is acquiring property in conjunction with a building permit for 48 East 56th Avenue, located in the Northeast Quarter of Section 15, Township 3 South, Range 68 West of the 6th Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney, and Adams County Board of County Commissioners

ATTACHED DOCUMENTS:

Warranty Deed
Draft Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Draft Resolution

**BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION ACCEPTING A WARRANTY DEED FROM KENNETH A. MUELLER
TO ADAMS COUNTY CONVEYING PROPERTY FOR RIGHT-OF-WAY PURPOSES**

Resolution 2018-

WHEREAS, Adams County received a Warranty Deed in 2015 for right-of-way dedication for East 56th Avenue and East 55th Avenue right-of-way east of Lincoln Street in conjunction with a building permit for 48 East 56th Avenue, located in the Northeast Quarter of Section 15, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from Kenneth A Mueller, as recorded at the Adams County Clerk and Recorder's Office at Reception Number 2015000017571.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from Kenneth A. Mueller, a copy of which has been duly recorded, is hereby accepted by Adams County.

WARRANTY DEED

THIS DEED, dated this 5th day of March 2015, between **KENNETH A. MUELLER** of the County of Adams and State of Colorado, grantor(s), and **THE COUNTY OF ADAMS, State of Colorado**, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for Ten Dollars (\$10.00) and good and other 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 East 56th Avenue and east 55th Avenue east of Lincoln Street
Also known by street and number as: Vacant Land
Assessor's schedule or parcel number: part of 0-1825-15-1-00-001

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 himself, his heirs and personal representatives, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2014 taxes due in 2015 which grantor agrees to pay.

The grantor(s) 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.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Kenneth A. Mueller
Kenneth A. Mueller

STATE OF COLORADO)
) ss
County of Adams)

The foregoing instrument was acknowledged before me this 5th day of MARCH, 2015, by Kenneth A. Mueller.

Witness my hand and official seal.
My commission expires: May 23, 2018

Eileen Mary Simmons
Notary Public

EILEEN MARY SIMMONS
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES MAY 23, 2018

Name and Address of Grantor(s) # 2015000017571 Created Legal Description (§38-35-106.5, C.R.S.)

Also Recording, Please Mail to
Adams County Transportation
Engineering Division/ROW
4430 S. Adams County Parkway
Suite W2000B, 1st Floor
Brighton, CO 80601 8018

EXHIBIT "A"
TO WARRANTY DEED
BETWEEN
KENNETH A. MUELLER
THE COUNTY OF ADAMS, STATE OF COLORADO
Page 1 of 2

That part of a parcel of land located in the Northwest Quarter of the Northeast Quarter of Section 15, Township 3 South, Range 68 West of the 6th P.M., County of Adams, State of Colorado, said parcel being described in the deed recorded on June 8, 1994 in the Office of the Adams County Clerk and Recorder in Book 4334 at Page 584 under Reception No. B1255107 and again in the deed recorded on November 2, 1994 in the Office of the Adams County Clerk and Recorder in Book 4417 at Page 992 under Reception No. C0029245, being more particularly described as follows:

Commencing at the North Quarter Corner of said Section 15; thence N88°47'45"E on an assumed bearing along the North Line of the Northeast Quarter of said Section 15 a distance of 510.75; thence S01°12'15"E a distance of 21.31 feet to the True Point of Beginning, being on the southerly right-of-way line of East 56th Avenue as described in the deed recorded on September 25, 1968 in the Office of the Adams County Clerk and Recorder in Book 1465 at Page 188 under Reception No. 845680 and also being the northeast corner of that parcel of land described in the deed recorded on June 14, 1995 in the Office of the Adams County Clerk and Recorder in Book 4530 at Page 70 under Reception No. C0081231; thence S00°30'48"E a distance of 8.69 feet more or less along the east line of said parcel of land described in said Book 4530 at Page 70 to a point 30.00 feet south of, measured perpendicular to, the North Line of the Northeast Quarter of said Section 15; thence N88°47'45"E parallel with and 30.00 feet south of, measured perpendicular to, the North Line of the Northeast Quarter of said Section 15 a distance of 89.82 feet more or less to a point on the east line of that parcel of land described as Parcel A in the deeds recorded on June 8, 1994 in the Office of the Adams County Clerk and Recorder in Book 4334 at Page 584 under Reception No. B1255107 and again in the deed recorded on November 2, 1994 in the Office of the Adams County Clerk and Recorder in Book 4417 at Page 992 under Reception No. C0029245, and also being the northeast corner of that parcel of land described in the deeds recorded on June 8, 1995 in the Office of the Adams County Clerk and Recorder in Book 4527 at Pages 24-29 under Reception Nos. C0079846, C0079847 and C0079848; thence N01°12'15"W along said east line a distance of 7.35 feet to the southeast corner of that parcel of land described in said Book 1465 at Page 188; thence S89°39'02"W a distance of 89.72 feet more or less to the True Point of Beginning.

Contains 719.96 square feet of 0.017 acres more or less.

Legal description prepared by John P. Wolken, Adams County Public Works Department, 4430 South Adams County Parkway, Brighton, Colorado 80601, based on the deeds as recorded in the Office of the Adams County Clerk and Recorder; in Book 1465 at Page 188 under Reception No. 845680; in Book 4334 at Page 584 under Reception No. B1255107; in Book 4417 at Page 992 under Reception No. C0079848; and in Book 4530 at Page 70 under Reception No. C0081231.

EXHIBIT "A"
TO WARRANTY DEED
BETWEEN
KENNETH A. MUELLER
THE COUNTY OF ADAMS, STATE OF COLORADO
Page 2 of 2

ALSO:

That part of a parcel of land located in the Northwest Quarter of the Northeast Quarter of Section 15, Township 3 South, Range 68 West of the 6th P.M., County of Adams, State of Colorado, said parcel being described as Parcel A in the deed recorded on June 8, 1994 in the Office of the Adams County Clerk and Recorder in Book 4334 at Page 584 under Reception No. B1255107 and again in the deed recorded on November 2, 1994 in the Office of the Adams County Clerk and Recorder in Book 4417 at Page 992 under Reception No. C0029245, being the South 30.00 feet thereof and more particularly described as follows:

The South 30 feet of the West 209 feet of the East 264 feet of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 15, Township 3 South, Range 68 West of the 6th P.M., County of Adams, State of Colorado.

Contains 6,270.00 square feet of 0.144 acres more or less.

Legal description prepared by John P. Wolken, Adams County Public Works Department, 4430 South Adams County Parkway, Brighton, Colorado 80601, based on the deeds as recorded in the Office of the Adams County Clerk and Recorder; in Book 4334 at Page 584 under Reception No. B1255107 and in Book 4417 at Page 992 under Reception No. C0029245.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 20, 2018
SUBJECT: Acceptance of Public Utility Easement from Lloyd Linnebur and Shirley A. Linneber
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the Public Utility Easement by resolution

BACKGROUND:

Adams County is acquiring Public Utility Easement in conjunction with a 35-acre development, located in Section 36, Township 3 South, Range 61 West of the 6th Principal Meridian. The attached resolution will allow the County to accept the granting of the Public Utility Easement.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney, and Adams County Board of County Commissioners

ATTACHED DOCUMENTS:

Public Utility Easement
Draft Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Draft Resolution

**BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION ACCEPTING A PUBLIC UTILITY EASEMENT FROM LLOYD
LINNEBUR AND SHIRLEY A. LINNEBUR TO ADAMS COUNTY**

Resolution 2018-

WHEREAS, Adams County has received a Public Utility Easement in 2006 along the South right-of-way line of East 26th Avenue, the Westerly right-of-way line of Behrens Mile Road and the Easterly and Westerly right-of-way line of Timberlake Road located within Section 36, Township 3 South, Range 61 West of the 6th Principal Meridian; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the Public utility Easement acquired from Lloyd Linnebur and Shirley A. Linnebur, as recorded at the Adams County Clerk and Recorder's Office at Reception Number 20060412000371080.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Public Utility Easement received from Lloyd Linnebur and Shirley A. Linnebur, a copy of which has been duly recorded, is hereby accepted by Adams County.

20060412000371080 Adams Co 1/3
 04/12/2006 07:28:51AM \$.00
 Carol Snyder, Clerk \$.00

RWD 2005-003

PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That Lloyd Linnebur and Shirley A. Linnebur whose address is 800 U. S. Highway 36, Strasburg, Colorado 80103, (hereinafter called "Grantor"), for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, and convey to the County of Adams, State of Colorado, whose address is 450 South 4th Avenue, Brighton, Colorado 80601 for the use of the public a non exclusive public utility easement for the installation, operation, maintenance and replacement of public utilities, including, by way of example, but not limited to electric lines and cables; telephone lines and cables; communication lines and cables; gas lines; water lines; sewer lines and each and all of their appurtenances thereto; together with the right to trim interfering trees and brush and remove objects interfering therewith, said easements and rights to be utilized in a responsible and prudent manner on, over, across, and through the following described land to wit:

*3
 5-1
 4-2*

A 15.00 foot wide easement adjacent to and contiguous with the south right-of-way line of East 26th Avenue, the west right-of-way line of Behrens Mile Road and the easterly and westerly right-of-way lines of Timberlake Road as said rights-of-way are description and set forth in Exhibit "A" attached hereto and incorporated by this reference.

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the public utilities, in connection with this easement shall be done with care, and the surface of the property shall be restored to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the facilities and appurtenances installed by the public utility.

The Grantors reserve the right to use and occupy the easement for any purpose not inconsistent with the rights and privileges above granted and which will not interfere with or endanger any of the utility facility and appurtenances therein. Grantors agree not to erect or construct any building or structure within the easement.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this 10th day of January 2006.

Shirley A. Linnebur

 Shirley A. Linnebur

Lloyd Linnebur

 Lloyd Linnebur

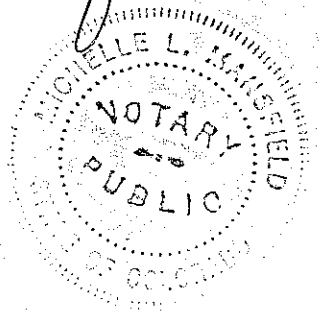
COUNTY OF ADAMS)
) ss.
 STATE OF COLORADO)

The foregoing instrument was acknowledged before me this 10th day of January, 2006, by Lloyd Linnebur and Shirley A. Linnebur.

IN WITNESS WHEREOF, I have hereto set my hand and official seal.

Michelle L. Mansfield

 Notary Public



My commission expires: *03-20-2009*

TimberlakeRoadLinnebur36-3-61

After Recording, Please Mail To:
 Adams County Public Works
 12200 N. Pecos St. 3rd Floor
 Westminster. CO 80234
 Attn: Right of Way Agent

EXHIBIT "A"
TO
PUBLIC UTILITY EASEMENT
BETWEEN
LLOYD LINNEBUR AND SHIRLEY A. LINNEBUR
AND
THE COUNTY OF ADAMS, STATE OF COLORADO

That part of Section 36, Township 3 South, Range 61 West of the Sixth Principal Meridian, Adams County, Colorado being more particularly described as:

1.) East 26th Avenue

The North 40.00 feet of the Northwest Quarter of said Section 36 and the North 40.00 feet of the Northwest Quarter of the Northeast Quarter of said Section 36.

Contains 159,140 square feet or 3.65 acres more or less.

AND

2.) Behrens Mile Road

The East 40 of the Southeast Quarter of said Section 36 except that part conveyed to the Department of Highways, State of Colorado in the deed recorded September 19, 1960 in the Office of the Adams County Clerk and Recorder's Office in Book 867 at Page 221 under Reception No. 616927.

Contains 97,980 square feet or 2.25 acres more or less.

AND

3.) Timberlake Road

Commencing at the Southeast Corner of the Southwest Quarter of said Section 36; thence North $00^{\circ}04'03''$ West along the East Line of the Southwest Quarter of said Section 36 a distance of 75.03 feet to the North Right-of-Way Line of U. S. Highway No. 36 as described in Book 867 at Page 219 under Reception No. 616926 and in Book 867 at Page 221 under Reception No. 616927, both recorded September 19, 1960 in the Office of the Adams County Clerk and Recorder's Office; thence North $88^{\circ}15'27''$ East along said North Right-of-Way Line a distance of 30.00 feet to the True Point of Beginning; thence North $00^{\circ}04'03''$ West a distance of 550.36 feet to the beginning of a tangent curve to the left, the radius of said curve is 445.00 feet, the central angle of said curve is $72^{\circ}04'38''$, the chord of said curve bears North $36^{\circ}06'22''$ West, 523.61 feet; thence along the arc of said curve a distance of 559.80 feet; thence North $72^{\circ}08'41''$ West a distance of 728.12 feet to the beginning of a tangent curve to the right, the radius of said curve is 385.00 feet, the central angle of said curve is $70^{\circ}21'42''$, the chord of said curve bears North $36^{\circ}57'50''$ West, 443.64 feet; thence along the arc of said curve a distance of 472.80 feet; thence North $01^{\circ}46'59''$ West a distance of 2,674.83 feet to the beginning of a tangent curve to the left, the radius of said curve is 445.00 feet, the central angle of said curve is $79^{\circ}30'21''$, the chord of said curve bears North $41^{\circ}32'10''$ West, 569.14 feet; thence along the arc of said curve a distance of 617.50 feet; thence North $81^{\circ}17'20''$ West a distance of 99.44 feet to the beginning of a tangent curve to the right, the radius of said curve is 385.00 feet, the central

angle of said curve is $79^{\circ}30'32''$, the chord of said curve bears North $41^{\circ}32'04''$ West, 492.41 feet; thence along the arc of said curve a distance of 534.26 feet; thence North $01^{\circ}46'48''$ West a distance of 50.00 feet to a point 40.00 feet south of, measured perpendicular to, the North Line of said Section 36; thence South $88^{\circ}13'12''$ West parallel with and 40.0 feet South of, measured perpendicular to, the North line of said Section 36 a distance of 60.00 feet; thence South $01^{\circ}46'48''$ East a distance of 50.00 feet to the beginning of a tangent curve to the left, the radius of said curve is 445.00 feet, the central angle of said curve is $79^{\circ}30'32''$, the chord of said curve bears South $41^{\circ}32'04''$ East, 569.15 feet; thence along the arc of said curve a distance of 617.52 feet; thence South $81^{\circ}17'20''$ East a distance of 99.44 feet to the beginning of a tangent curve to the right, the radius of said curve is 385.00 feet, the central angle of said curve is $79^{\circ}30'21''$, the chord of said curve bears South $41^{\circ}32'10''$ East, 492.40 feet; thence along the arc of said curve a distance of 534.24 feet; thence South $01^{\circ}46'59''$ East a distance of 2,674.83 feet to the beginning of a tangent curve to the left, the radius of said curve is 445.00 feet, the central angle of said curve is $70^{\circ}21'42''$, the chord of said curve bears South $36^{\circ}57'50''$ East, 512.78 feet; thence along the arc of said curve a distance of 546.48 feet; thence South $72^{\circ}08'41''$ East a distance of 728.12 feet to the beginning of a tangent curve to the right, the radius of said curve is 385.00 feet, the central angle of said curve is $72^{\circ}04'38''$, the chord of said curve bears South $36^{\circ}06'22''$ East, 453.01 feet; thence along the arc of said curve a distance of 484.32 feet; thence South $00^{\circ}04'03''$ East a distance of 552.12 feet to a point on the North Right-of-Way Line of said U. S. Highway No. 36; thence North $88^{\circ}15'27''$ East along said North Right-of-Way Line a distance of 60.00 feet to the True Point of Beginning.

Contains 372,723.6 square feet or 8.56 acres more or less.

Basis of Bearing is assumed to bear North $00^{\circ}13'27''$ East along the East Line of the Southeast Quarter of said Section 36 as stated in the below referenced Land Survey Plat.

Legal description prepared by John P. Wolken, Adams County Public Works Department, 12200 North Pecos Street, Westminster, Colorado 80224, based on the Land Survey Plat prepared by Harold J. Ponserella, PLS No. 29766 of Cottonwood Surveying and Associates, Inc., 56467 East 41st Avenue, Strasburg, Colorado 80136 deposited with Adams County on February 8, 2006 in Book 1 at Page 3001, Reception (Map) Number 2006-026 of the Land Survey Plat Records.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 20, 2018
SUBJECT: Acceptance of Warranty Deed from Francisco Almanza and Judy D. Almanza
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the Warranty Deed by resolution

BACKGROUND:

Adams County is acquiring property in conjunction with The Mckay/Monaco and East 96th Avenue Drainage and Street Relocation Project, located in the Northeast Quarter of Section 20, Township 2 South, Range 67 West of the 6th Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney, and Adams County Board of County Commissioners

ATTACHED DOCUMENTS:

Warranty Deed
Draft Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Draft Resolution

**BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION ACCEPTING A WARRANTY DEED FROM FRANCISCO ALMANZA
AND JUDY D. ALMANZA TO ADAMS COUNTY CONVEYING PROPERTY FOR
RIGHT-OF-WAY PURPOSES**

Resolution 2018-

WHEREAS, Adams County has received a Warranty Deed in 2003 for right-of-way dedication for the Mckay/Monaco and East 96th Avenue Drainage and Street Reconfiguration Project located within the Northeast Quarter of Section 20, Township 2 South, Range 67 West of the 6th Principal Meridian and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from Francisco Almanza and Judy D. Almanza, as recorded at the Adams County Clerk and Recorder's Office at Reception Number 2003031159180.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from Francisco Almanza and Judy D. Almanza, a copy of which has been duly recorded, is hereby accepted by Adams County.

WARRANTY DEED

C1159190
6/17/2003 7:40:05
PG: 0001-003
0.00 DOC FEE:
CAROL SNYDER
ADAMS COUNTY

0.00
3

THIS DEED, dated this 16th day of JUNE 2003, between
FRANCISCO ALMANZA and JUDY D. ALMANZA,
of the County of Adams and State of Colorado, grantor(s), and
The County of Adams, State of Colorado
a body politic, whose legal address is 450 South 4th Avenue, Brighton,
Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of Twenty Six Thousand Nine Hundred Twenty and No/Hundredths (\$26,920.00) 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.

Dedicated for East 96 Avenue and McKay Road

Also known by street and number as: vacant land

Assessor's schedule or parcel number: Part of 1721-20-0-09-001

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), their heirs and assigns forever. The grantor(s), for themselves, their heirs and personal representatives, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensembling and delivery of these presents, they are well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2003 taxes due in 2004 which grantor agrees to pay. This property is being purchased under the threat of condemnation and other factors were included in the determination of the price in addition to fair market value.

The grantor(s) 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.

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

Judy D. Almanza Francisco Almanza
Judy D. Almanza Francisco Almanza

STATE OF COLORADO)
) ss
County of Adams)

The foregoing instrument was acknowledged before me this 16th day of JUNE, 2003, by Francisco Almanza and Judy D. Almanza



Witness my hand and official seal.

Brent A. Jermoluk
Notary Public

My commission expires:

My Commission Expires
2-19-05

EXHIBIT "A"
TO WARRANTY DEED
BETWEEN
FRANCISCO ALMANZA AND JUDY D. ALMANZA
AND
THE COUNTY OF ADAMS, STATE OF COLORADO
Sheet 1 of 2



+ High Country
Land Surveying, LLC
4030 S. FEDERAL BLVD.
SHERIDAN, CO 80110
TEL:(720)833-0203 FAX:(720)833-0204

EXHIBIT A
LEGAL DESCRIPTION
ROAD RIGHT-OF-WAY

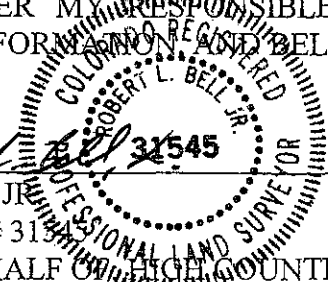
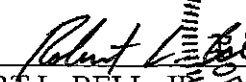
A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 67 WEST, 6th PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PART OF LOT 1, BLOCK 2, R & O SUBDIVISION AS RECORDED IN FILE 16 AT MAP 238 IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SAID NORTHEAST ONE-QUARTER, THE WESTERLY LINE OF SAID NORTHEAST ONE-QUARTER BEING S00°22'38"W AND THE BASIS OF BEARINGS; THENCE ALONG THE NORTHERLY LINE OF SAID NORTHEAST ONE-QUARTER N89°58'35"E A DISTANCE OF 559.59 FEET; THENCE S00°01'25"E A DISTANCE OF 60 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF EAST 96th AVENUE AND THE NORTHERLY LINE OF SAID LOT, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE THE FOLLOWING FIVE (5) COURSES:

- 1) S15°39'34"W A DISTANCE OF 111.95 FEET;
- 2) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 560.00 FEET, A CENTRAL ANGLE OF 13°17'03" AND AND ARC LENGTH OF 129.84 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF MCKAY ROAD AND THE WESTERLY LINE OF SAID LOT;
- 3) ALONG SAID RIGHT-OF-WAY AND WESTERLY LINE OF SAID LOT N25°54'58"W A DISTANCE OF 234.60 FEET;
- 4) ALONG THE WESTERLY LINE OF SAID LOT N32°11'47"E A DISTANCE OF 29.16 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF EAST 96th AVENUE;
- 5) ALONG SAID RIGHT-OF-WAY AND THE NORTHERLY LINE OF SAID LOT N89°58'35"E A DISTANCE OF 137.52 FEET TO THE POINT OF BEGINNING, CONTAINING 0.412 ACRES, MORE OR LESS.

I, ROBERT L. BELL, JR., A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.



ROBERT L. BELL, JR.
COLORADO PLS # 31545
FOR AND ON BEHALF OF HIGH COUNTRY LAND SURVEYING, LLC.

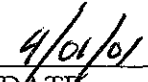
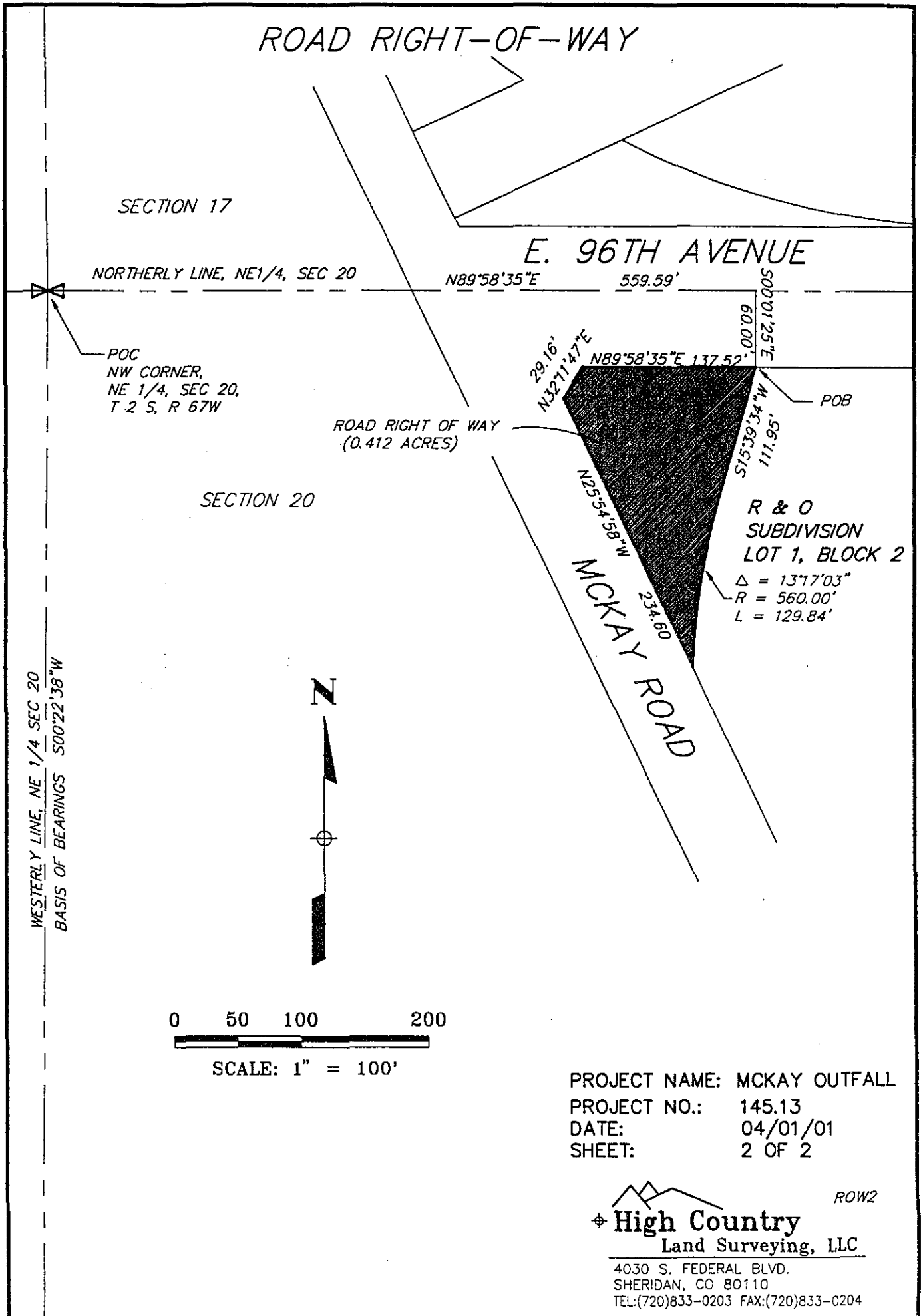

DATE

EXHIBIT "A"
TO WARRANTY DEED
BETWEEN
FRANCISCO ALMANZA AND JUDY D. ALMANZA
AND
THE COUNTY OF ADAMS, STATE OF COLORADO
 Sheet 2 of 2





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 20, 2018
SUBJECT: Acceptance of Warranty Deed from Ruth L. Johnson
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the Warranty Deed by resolution

BACKGROUND:

Adams County is acquiring property in conjunction with the East 120th Avenue Expansion Project - Trussville Road to Imboden Road, located in the Northeast Quarter of Section 6, Township 2 South, Range 64 West of the 6th Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney, and Adams County Board of County Commissioners

ATTACHED DOCUMENTS:

Warranty Deed
Draft Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Draft Resolution

**BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION ACCEPTING A WARRANTY DEED FROM RUTH L. JOHNSON TO
ADAMS COUNTY CONVEYING PROPERTY FOR RIGHT-OF-WAY PURPOSES**

Resolution 2018-

WHEREAS, Adams County received a Warranty Deed in 2006 for right-of-way dedication for Imboden Mile Road and East 120th Avenue right-of-way in conjunction with the East 120th Avenue Expansion Project - Trussville Road to Imboden Road, located in the Northeast Quarter of Section 6, Township 2 South, Range 64 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from Ruth L. Johnson, as recorded at the Adams County Clerk and Recorder's Office at Reception Number 2006001012214.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from Ruth L. Johnson, a copy of which has been duly recorded, is hereby accepted by Adams County.

~~EXHIBIT A~~

WARRANTY DEED

THIS DEED, dated this 14th day of September 2006, between
RUTH L. JOHNSON an undivided 50% interest, of the County of Adams and
State of Colorado, grantor(s), and **THE COUNTY OF ADAMS, STATE OF**
COLORADO, whose legal address is 450 South 4th Avenue, Brighton,
Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of **ONE THOUSAND FOUR HUNDRED FIFTY AND NO/100'S DOLLARS (\$1,450.00)** 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: Vacant Land
assessors schedule or parcel number: 0172700000013

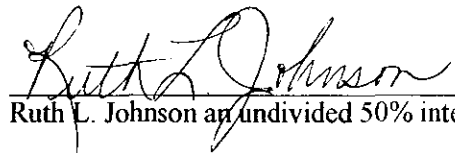
TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either 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 themselves, their heirs and personal representatives, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensembling and delivery of these presents, they are well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil and gas interests, if any, and except: 2006 property taxes to be paid in 2007 and items of record

The grantor(s) 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.

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

GRANTOR: RUTH L. JOHNSON an undivided 50% interest


Ruth L. Johnson an undivided 50% interest

STATE OF _____)
: ss
COUNTY OF _____)

After Recording, Please Mail To:

X **Adams County Public Works**
12200 N. Pecos St. 3rd Floor
Westminster, CO 80234
Attn: Right of Way Agent

4
1
2

WASHINGTON SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT (RCW 42.44.100)

State of Washington }
County of Kitsap } ss.

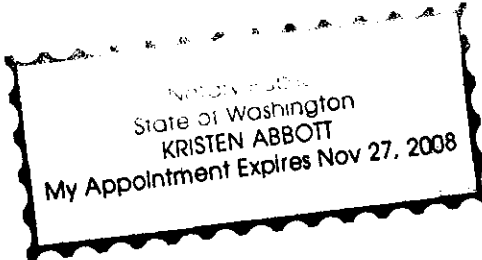
I certify that I know or have satisfactory evidence that Beth L. Johnson
Name of Signer

is the person who appeared before me, and said
person acknowledged that he/she signed this
instrument and acknowledged it to be his/her free
and voluntary act for the uses and purposes
mentioned in the instrument.

Dated: September 14, 2006
Month/Day/Year

[Signature]
Signature of Notarizing Officer

Notary Public
Title (Such as "Notary Public")



Place Notary Seal Above

My appointment expires
November 27, 2008
Month/Day/Year of Appointment Expiration

OPTIONAL

Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Exhibit A. Warranty Deed
Document Date: 9/14/06 Number of Pages: 1
Signer(s) Other Than Named Above: none

Right Thumbprint of Signer
Top of thumb here

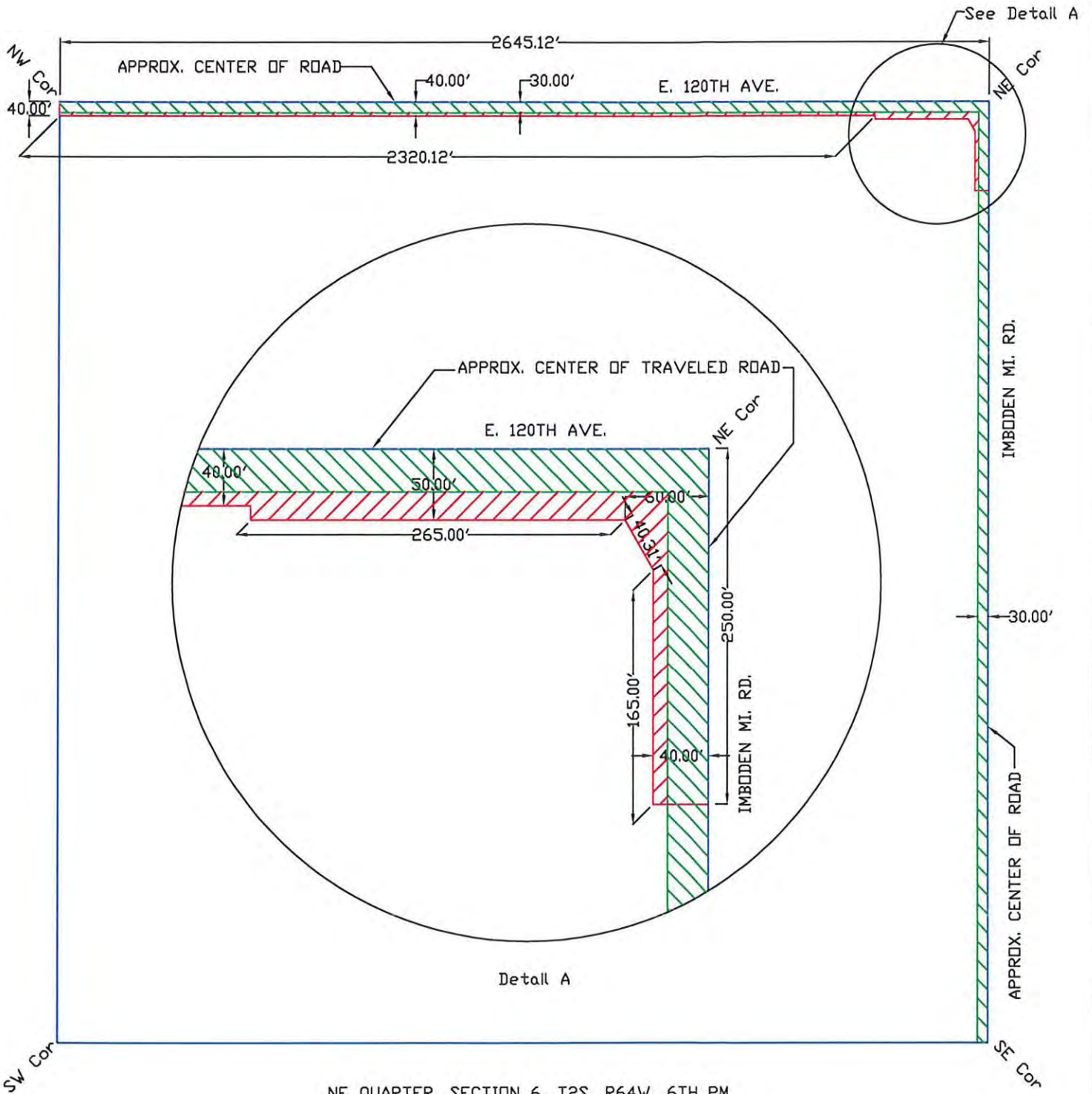
EXHIBIT "A"
TO
WARRANTY DEED
BETWEEN
RUTH L. JOHNSON
AS TO AN UNDIVIDED 50% INTEREST
AND
THE COUNTY OF ADAMS, STATE OF COLORADO

That part of the Northeast Quarter of Section 6, Township 2 South, Range 64 West of the 6th P.M., County of Adams, State of Colorado being more particularly described as follows:

Beginning at the Northeast Corner of the Northeast Quarter of said Section 6; thence South along the East line of said Northeast Quarter of said Section 6 a distance of 250.00 feet; thence West perpendicular to the East Line of the Northeast Quarter of said Section 6 a distance of 40.00 feet; thence North parallel with and 40.00 feet west of, measured perpendicular to, the East Line of the Northeast Quarter of said Section 6 a distance of 165.00 feet; thence Northwesterly a distance of 40.31 feet more or less to a point 50.00 feet south of the North Line of the Northeast Quarter of said Section 6 and 60.00 feet west of the East Line of the Northeast Quarter of said Section 6; thence West parallel with and 50.00 feet south of, measured perpendicular to, the North Line of the Northeast Quarter of said Section 6 a distance of 265.00 feet; thence North perpendicular to the North Line of the Northeast Quarter of said Section 6 a distance of 10.00 feet; thence West parallel with and 40.00 feet south of, measured perpendicular to, the North Line of the Northeast Quarter of said Section 6 a distance of 2320.12 feet more or less to a point on the West Line of the Northeast Quarter of said Section 6; thence North along the West Line of the Northeast Quarter of said Section 6 a distance of 40.00 feet more or less to the Northwest Corner of the Northeast Quarter of said Section 6; thence East along the North Line of the Northeast Quarter of said Section 6 a distance of 2645.12 feet to the True Point of Beginning.

Contains 117,404.8 square feet or 2.695 acres more or less of which 85,953.6 square feet or 1.973 acres are within existing road right-of-way, leaving 31,451.2 square feet or 0.722 acres of additional right-of-way to be acquired.

Legal description prepared by John P. Wolken, Adams County Public Works Department, 12200 North Pecos Street, Westminster, Colorado 80234.



NE QUARTER, SECTION 6, T2S, R64W, 6TH PM



-  Existing ROW
-  New ROW

EXHIBIT 'A'
 BETWEEN
 RUTH L. JOHNSON
 AND
 THE COUNTY OF ADAMS, STATE OF COLORADO
 PROPOSED NEW RIGHT-OF-WAY
 JULY 24, 2006



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 20, 2018
SUBJECT: Acceptance of Warranty Deed from DS, LLC
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the Warranty Deed by resolution

BACKGROUND:

Adams County is acquiring property in conjunction a 35-acre development, located in the East Half of Section 11, Township 1 South, Range 64 West of the 6th Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney, and Adams County Board of County Commissioners

ATTACHED DOCUMENTS:

Warranty Deed
Draft Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Draft Resolution

**BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION ACCEPTING A WARRANTY DEED FROM DS, LLC TO ADAMS
COUNTY CONVEYING PROPERTY FOR RIGHT-OF-WAY PURPOSES**

Resolution 2018-

WHEREAS, Adams County received a Warranty Deed in 2013 for right-of-way dedication for East 160th Avenue, East 152nd Avenue, and Petterson Road in conjunction with a 35-acre development, located in the East Half of Section 11, Township 1 South, Range 64 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from DS, LLC, as recorded at the Adams County Clerk and Recorder's Office at Reception Number 2013000065740.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from DS, LLC, a copy of which has been duly recorded, is hereby accepted by Adams County.

NO DOC FEE REQUIRED

WARRANTY DEED

RECORDED AS RECEIVED

THIS DEED, dated this 29th day of July 2013, between **DS, LLC**, a Colorado limited liability company, of the County of Adams and State of Colorado, grantor(s), and **THE COUNTY OF ADAMS, State of Colorado**, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the said 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 East 160th Avenue, East 152nd Avenue and Petterson Road.

Also known by street and number as: Vacant Land

Assessor's schedule or parcel number: part of 0-1565-00-0-00-279

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;

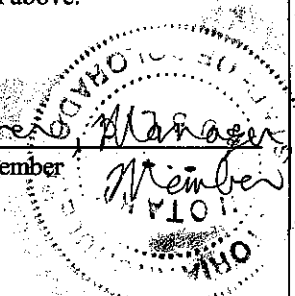
TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensembling and delivery of these presents, it is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except taxes due in which grantor agrees to pay.

The grantor(s) 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.

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

DS, LLC, a Colorado
Liability Limited Company

David C. Conner, Manager
David C. Conner, Manager/Member



STATE OF COLORADO)
) ss
County of Adams)

The foregoing instrument was acknowledged before me this 29th day of July, 2013, by David C. Conner, Manager/Member for DS, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal.

My commission expires: 9-25-2014

Victoria Acland
Notary Public

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

After Recording, Please Mail To:

**Adams County Public Works
4430 S. Adams County Parkway
Suite W2000B, 1st Floor
Brighton, CO 80601-8218**

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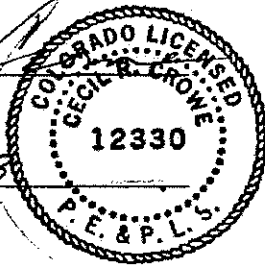
LEGAL DESCRIPTION: (60' FOR PETTERSON ROAD AND 40' FOR EAST 152ND AVE & EAST 160TH AVE R.O.W.'S)
THAT PART OF THE EAST 1/2 OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 11; THENCE SOUTH 89°09'41" EAST ON AN ASSUMED BEARING ALONG THE NORTHERLY LINE OF THE NORTHEAST 1/4 OF SECTION 11 A DISTANCE OF 670.00 FEET TO THE NORTHEAST CORNER OF A PARCEL CONVEYED BY CORRECTION DEED RECORDED MARCH 29, 2013 AS RECEPTION NO. 2013000026542, ADAMS COUNTY RECORDS AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°09'41" EAST ALONG SAID NORTHERLY LINE OF THE NORTHEAST 1/4 OF SECTION 11 A DISTANCE OF 1984.68 FEET TO THE NORTHEAST CORNER OF SAID SECTION 11; THENCE SOUTH 00°14'47" EAST ALONG THE EASTERLY LINE OF SAID NORTHEAST 1/4 OF SECTION 11 A DISTANCE OF 2642.28 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 11; THENCE SOUTH 00°13'11" EAST ALONG THE EASTERLY LINE OF THE SOUTHEAST 1/4 OF SECTION 11 A DISTANCE OF 2643.78 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 11; THENCE NORTH 88°39'40" WEST ALONG THE SOUTHERLY LINE OF SAID SOUTHEAST 1/4 OF SECTION 11 A DISTANCE OF 2645.90 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 11; THENCE NORTH 00°20'04" WEST ALONG THE WESTERLY LINE OF SAID SOUTHEAST 1/4 OF SECTION 11 A DISTANCE OF 40.02 FEET; THENCE SOUTH 88°39'40" EAST PARALLEL WITH AND 40.00 FEET NORTHERLY OF SAID SOUTHERLY LINE OF THE SOUTHEAST 1/4 OF SECTION 11 A DISTANCE OF 2585.96 FEET; THENCE NORTH 00°13'11" WEST PARALLEL WITH AND 60.00 FEET WESTERLY OF SAID EASTERLY LINE OF THE SOUTHEAST 1/4 OF SECTION 11 A DISTANCE OF 2602.12 FEET; THENCE NORTH 00°14'47" WEST PARALLEL WITH AND 60.00 FEET WESTERLY OF SAID EASTERLY LINE OF THE NORTHEAST 1/4 OF SECTION 11 A DISTANCE OF 2603.40 FEET; THENCE NORTH 89°09'41" WEST PARALLEL WITH AND 40.00 FEET SOUTHERLY OF SAID NORTHERLY LINE OF THE NORTHEAST 1/4 OF SECTION 11 A DISTANCE OF 1922.30 FEET TO THE EASTERLY LINE OF THAT PARCEL CONVEYED BY CORRECTION DEED RECORDED MARCH 29, 2013 AS RECEPTION NO. 2013000026542, ADAMS COUNTY RECORDS; THENCE NORTH 03°37'25" WEST ALONG SAID EASTERLY LINE OF THAT PARCEL CONVEYED BY CORRECTION DEED RECORDED MARCH 29, 2013 AS RECEPTION NO. 2013000026542, ADAMS COUNTY RECORDS A DISTANCE OF 40.12 FEET TO THE POINT OF BEGINNING.

CONTAINS 11.422 ACRES MORE OR LESS.

The author of this Legal Description is Cecil R. Crowe, PE & PLS 12330, prepared on behalf of Alpha Surveying, 721 4th Street, Suite E, Fort Lupton, CO 80621, on July 17, 2013, under File No. 11-1S4-08, for DS, LLC, and is not to be construed as representing a monumented land survey.


CECIL R. CROWE,
P.E. & P.L.S. NO. 12330

7-17-13
DATE





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 20, 2018
SUBJECT: Acceptance of Warranty Deed from Richard Ochoa and Soila L. Ochoa
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the Warranty Deed by resolution

BACKGROUND:

Adams County is acquiring property in conjunction with the road and drainage improvements on West 68th Avenue between Lowell Boulevard and Federal Boulevard in the Goat Hill Neighborhood, located in the Southwest Quarter of Section 5, Township 3 South, Range 68 West of the 6th Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney, and Adams County Board of County Commissioners

ATTACHED DOCUMENTS:

Warranty Deed
Draft Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Draft Resolution

**BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION ACCEPTING A WARRANTY DEED FROM RICHARD OCHOA AND
SOILA L. OCHOA TO ADAMS COUNTY CONVEYING PROPERTY FOR
RIGHT-OF-WAY PURPOSES**

Resolution 2018-

WHEREAS, Adams County received a Warranty Deed in 2008 for right-of-way dedication for West 68th Avenue in conjunction with the road and drainage improvements on West 68th Avenue between Lowell Boulevard and Federal Boulevard in the Goat Hill Neighborhood, located in the Southwest Quarter of Section 5, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from Richard Ochoa and Soila L. Ochoa, as recorded at the Adams County Clerk and Recorder's Office at Reception Number 2009000023896.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from Richard Ochoa and Soila L. Ochoa, a copy of which has been duly recorded, is hereby accepted by Adams County.

WARRANTY DEED

RWP2008-033

THIS DEED, dated this 8 day of August 2008, between **Richard Ochoa and Soila L. Ochoa**, of the County of Adams and State of Colorado, grantor(s), and **The County of Adams, State of Colorado**, whose legal address is 450 South 4th Avenue, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for the sum of **Five Thousand Eight Hundred Eight Dollars (\$5,808.00)** 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.

Dedicated for 68th AVENUE.
also known by street and number as: Vacant Land
assessor's schedule or parcel number: 0-1825-05-3-05-002

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 themselves, their heirs and personal representatives, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the enseatng and delivery of these presents, they are well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except **PRIOR YEAR** taxes due in 2009 which grantor agrees to pay.

The grantor(s) 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.

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

GRANTORS: RICHARD OCHOA AND SOILA L. OCHOA

DECEASED
Richard Ochoa

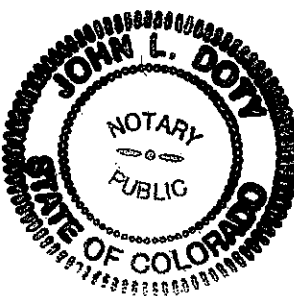
Soila L. Ochoa
Soila L. Ochoa

STATE OF COLORADO)
) ss
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this 8 day of August, 2008, by Richard Ochoa and Soila L. Ochoa.

Witness my hand and official seal.
My commission expires: 2/17/2010

John L. Doty
Notary Public



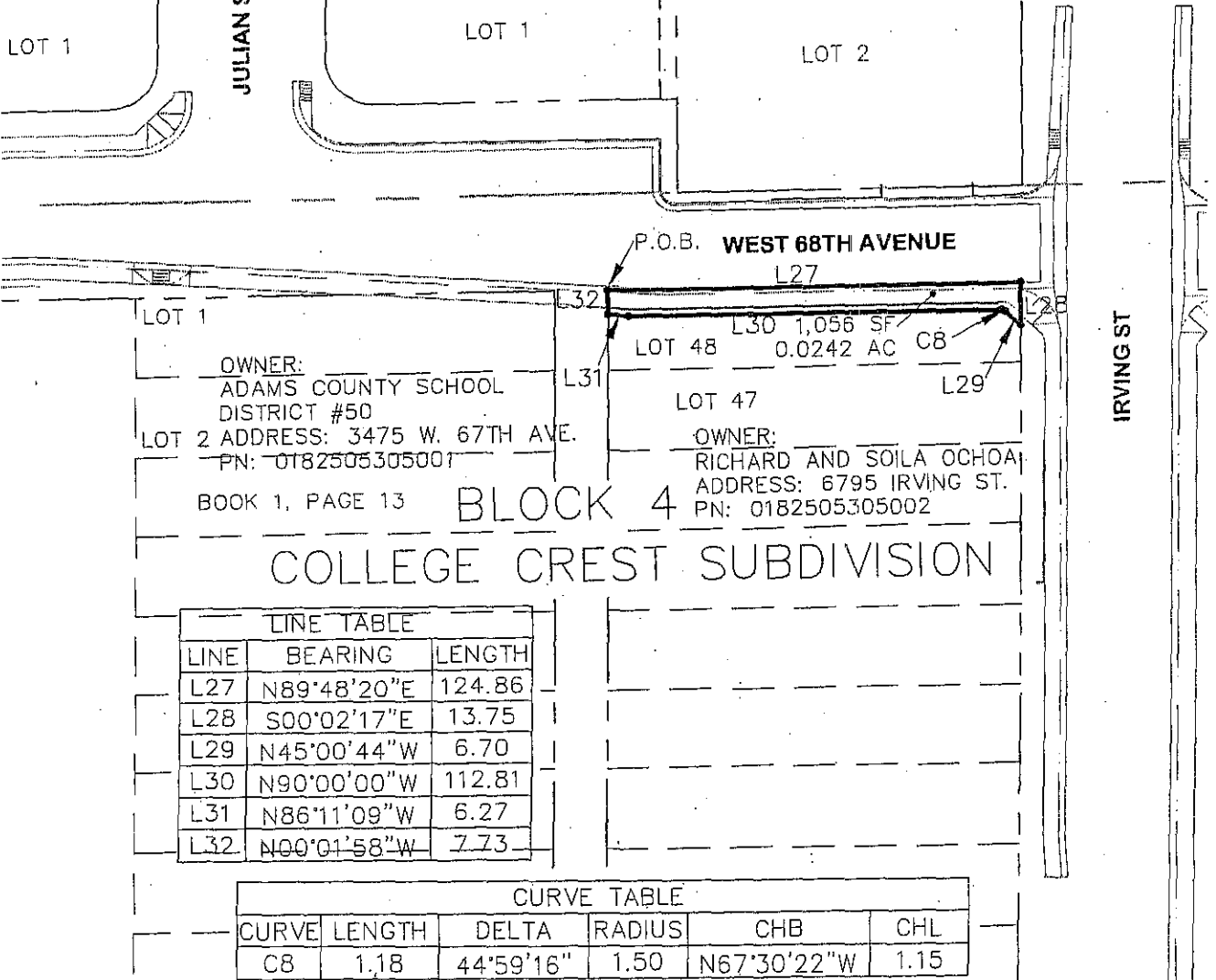
After Recording, Please Mail To:
Adams County Public Works
12200 N. Pecos St. 3rd Floor
Westminster, CO 80234
Attn: Right of Way Agent

2
-
2

OK 5/16/09 pag 7

EXHIBIT "A"

RESUBDIVISION OF LINDIE HEIGHTS BLOCK 3 AMENDED PLAT DOOSE SUBDIVISION



OWNER:
ADAMS COUNTY SCHOOL
DISTRICT #50
LOT 2 ADDRESS: 3475 W. 67TH AVE.
PN: 0182505305001
BOOK 1, PAGE 13

OWNER:
RICHARD AND SOILA OCHOA
ADDRESS: 6795 IRVING ST.
PN: 0182505305002

LINE TABLE		
LINE	BEARING	LENGTH
L27	N89°48'20"E	124.86
L28	S00°02'17"E	13.75
L29	N45°00'44"W	6.70
L30	N90°00'00"W	112.81
L31	N86°11'09"W	6.27
L32	N00°01'58"W	7.73

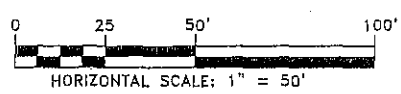
CURVE TABLE					
CURVE	LENGTH	DELTA	RADIUS	CHB	CHL
C8	1.18	44°59'16"	1.50	N67°30'22"W	1.15

A PORTION OF LOT 48, BLOCK 4, COLLEGE CREST SUBDIVISION AS RECORDED IN ADAMS COUNTY, COLORADO IN BOOK 1 AT PAGE 13, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5 TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M. COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT, THENCE N89°48'20"E, ALONG THE NORTHERLY LINE OF SAID LOT, A DISTANCE OF 124.86 FEET TO THE NORTHEAST CORNER OF SAID LOT;
 THENCE S00°02'17"E, ALONG THE EASTERLY LINE OF SAID LOT, A DISTANCE OF 13.75 FEET TO A POINT;
 THENCE RUNNING THROUGH SAID LOT, THE FOLLOWING FOUR (4) COURSES:
 1. N45°00'44"W, A DISTANCE OF 6.70 FEET TO A POINT OF CURVATURE;
 2. 1.18 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONTAINING AN INTERIOR ANGLE OF 44°59'16", HAVING A RADIUS OF 1.50 FEET AND A CHORD BEARING N67°30'22"W, A DISTANCE OF 1.15 FEET TO A POINT;
 3. N90°00'00"W, A DISTANCE OF 112.81 FEET TO A POINT;
 4. N86°11'09"W, A DISTANCE OF 6.27 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT;
 THENCE N00°01'58"W, ALONG SAID WESTERLY LINE, A DISTANCE OF 7.73 FEET TO THE POINT OF BEGINNING.

SAID PORTION OF LAND CONTAINS 1,056 SQUARE FEET OR 0.0242 ACRES OF LAND, MORE OR LESS.

THE INFORMATION PRESENTED ON THIS EXHIBIT IS BASED ON RECORDED DOCUMENTS FROM ADAMS COUNTY NO FIELD VERIFICATION HAS BEEN PERFORMED TO CONFIRM ACTUAL LOCATION OF MONUMENTS, PROPERTY CORNERS OR OTHER FEATURES DEPICTED ON THIS EXHIBIT



SURVEYED BY:	PUBLIC RIGHT-OF-WAY <small>6100 South Akron Street, Suite 300, Englewood, CO 80112 Phone (303) 221-0802 / Fax (303) 221-4019</small>	CLIENT:	ADAMS COUNTY	JOB NUMBER:	---	
DRAWN BY:		LOCATION:	6795 IRVING STREET	DOCUMENT NUMBER:	7	
CHECKED BY:		SECTION	TOWNSHIP	RANGE	SCALE:	1" = 50'
DATE: 04/08/08		5	3S	68W	SIXTH PRINCIPAL MERIDIAN	SHEET: 1 of 1
REV:		ADAMS COUNTY, COLORADO				



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 20, 2018
SUBJECT: Acceptance of Personal Representative's Deed from Douglas J. Traeger, as successor, Personal Representative of the Estate of Neochial M. Nazareus
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the Personal Representative's Deed by resolution

BACKGROUND:

Adams County is acquiring property in conjunction with the 120th Avenue Road Improvements Project - Trussville Street to Imboden Road, located in the Northeast Quarter of Section 1, Township 2 South, Range 65 West of the 6th Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney, and Adams County Board of County Commissioners

ATTACHED DOCUMENTS:

Personal Representative's Deed
Draft Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Draft Resolution

**BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION ACCEPTING A PERSONAL REPRESENTATIVE'S DEED FROM
DOUGLAS J. TRAEGER, AS SUCCESSOR PERSONAL REPRESENTATIVE OF THE
ESTATE OF NEOCHIAL M. NAZARENUS TO ADAMS COUNTY CONVEYING
PROPERTY FOR RIGHT-OF-WAY PURPOSES**

Resolution 2018-

WHEREAS, Adams County received a Personal Representative's Deed in 2007 for right-of-way dedication for East 120th Avenue right-of-way west of Watkins Road in conjunction with the 120th Avenue Road Improvements Project - Trussville Street to Imboden Road, located in the Northeast Quarter of Section 1, Township 2 South, Range 65 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from Douglas J. Traeger, as Successor Personal Representative of the Estate of Neochial M. Nazarenus, as recorded at the Adams County Clerk and Recorder's Office at Reception Number 2007000018282.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Personal Representative's Deed received from Douglas J. Traeger, as Successor Personal Representative of the Estate of Neochial M. Nazarenus, a copy of which has been duly recorded, is hereby accepted by Adams County.

Recorded at _____ o'clock _____ M., _____
Reception No. _____ Recorder.

RECEPTION# 20070001222
02/01/2007 at 08:51:40 AM 1 OF 3
Doc Type PRPOD
Karen Long Adams County CO

NO DOC FEE REQUIRED

PERSONAL REPRESENTATIVE'S DEED
(Testate Estate)

THIS DEED is made by Douglas J. Traeger, as Successor Personal Representative of the Estate of Neochial M. Nazarenus, Deceased, Grantor, to The County of Adams, State of Colorado, whose legal address is 450 South 4th Avenue, Brighton, Colorado 80601 of the said County of Adams, State of Colorado, Grantee(s).

WHEREAS, the Last Will and Testament of the above-named decedent was made and executed in the lifetime of the decedent, and is dated June 12, 1997, which Will was duly admitted to informal probate on March 26, 1998, by the District Court for the County of Jefferson, State of Colorado, Probate No. 1998PR337;

WHEREAS, Grantor was duly appointed Successor Personal Representative of said Estate on July 11, 2003, and is now qualified and acting in said capacity.

NOW THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby sell, convey, assign, transfer and set over unto said Grantees, as tenants in common, for and in consideration of Three Thousand Six Hundred Twenty Dollars and no cents (\$ 3,620.00) and other good and valuable consideration, the following described interest in the real property situate in the County of Adams, State of Colorado:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A, AND INCORPORATED HEREIN BY REFERENCE AS THOUGH FULLY SET FORTH HEREIN,

EXCEPTING AND RESERVING therefrom to the Estate of Neochial M. Nazarenus, Deceased, and its successors and assigns:

- 1) any and all oil, gas, hydrocarbons and all other mineral and mineral rights of any nature whatsoever, in, upon or under said real property; and
- 2) any and all interests in and rights to water and water rights of any type and nature whatsoever which are appurtenant to, underlie, or are or have at any time been used or created on or in connection with said real property.

also known by street and number as: Vacant Land
assessor's schedule or parcel number: Part of 017250000094

Dedicated for East 120th Avenue right-of-way west of Watkins Road

With all appurtenances, subject to covenants, easements, reservations and restrictions of record, and subject to general property taxes for the year 2006, and subject to all prior reservations of record of any and all minerals and mineral rights.

As used herein, the singular includes the plural and the plural the singular.

Executed January 31, 2007

Douglas J. Traeger
Douglas J. Traeger, Successor Personal Representative of the Estate of Neochial M. Nazarenus, Deceased.

STATE OF COLORADO)
) ss.
COUNTY OF ARAPHAHOE)

The foregoing instrument was acknowledged before me this 31 day of JANUARY 2007, by Douglas J. Traeger as Successor Personal Representative of the Estate of Neochial M. Nazarenus, Deceased.

Witness my hand and official seal
My Commission expires _____



Harvey R. Smith
Notary Public

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1
2

X

EXHIBIT "A"
TO
PERSONAL REPRESENTATIVE DEED
BETWEEN
DOUGLAS J. TRAEGER, AS SUCCESSOR PERSONAL
REPRESENTATIVE OF THE ESTATE OF NEOCHIAL M. NAZARENUS
AND
THE COUNTY OF ADAMS, STATE OF COLORADO

That part of the Northeast Quarter of Section 1, Township 2 South, Range 65 West of the 6th P.M., County of Adams, State of Colorado being more particularly described as follows:

The North 40.00 feet of the Northeast Quarter of said Section 1, except that part conveyed to Adams County in those deeds recorded in the Office of the Adams County Clerk and Recorder on; October 13, 1971 in Book 1745 at Page 92, under Reception No. 938397 and on; August 16, 1996 in Book 4818 at Page 717, under Reception No. C0204478.

Together with the following described parcel of land:

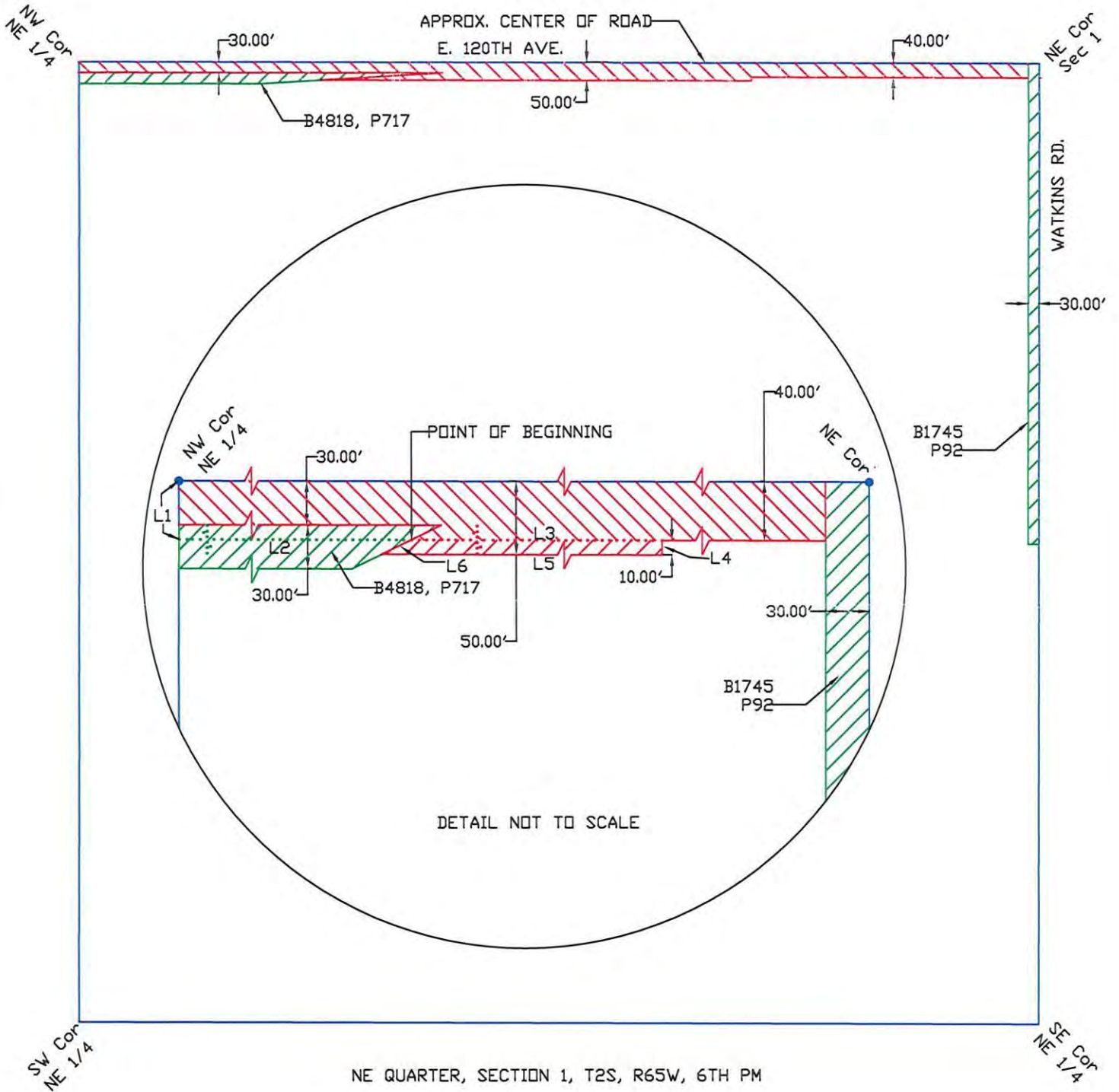
Commencing at the Northwest Corner of the Northeast Quarter of said Section 1; thence S00°10'14"W along the West line of the Northeast Quarter of said Section 1 a distance of 40.00 feet to the southwest corner of the aforesaid "North 40.00 feet"; thence S89°49'46"E along the south line of said "North 40.00 feet" and parallel with and 40 feet South of, measured perpendicular to, the North line of said Northeast Quarter a distance of 833.36 feet to a point on the southeasterly line of that parcel of land described in the deed recorded in the Office of the Adams County Clerk and Recorder on August 16, 1996 in Book 4818 at Page 717, under Reception No. C0204478 and being the True Point of Beginning; thence continuing S89°49'46"E along the south line of said "North 40.00 feet" and parallel with and 40 feet South of, measured perpendicular to, the North line of said Northeast Quarter a distance of 1,016.34 feet; thence S00°10'14"W a distance of 10.00 feet; thence N89°49'46"W parallel with and 50 feet South of, measured perpendicular to, the North line of said Northeast Quarter a distance of 1,183.00 feet to a point on the southeasterly line of that parcel of land described in the deed recorded in the Office of the Adams County Clerk and Recorder on August 16, 1996 in Book 4818 at Page 717, under Reception No. C0204478; thence N86°44'13"E along said southeasterly line a distance of 166.97 feet to the True Point of Beginning.

Contains in total 106,286.40 square feet or 2.440 acres more or less.

Basis of Bearing: The North Line of the Northeast Quarter of Section 1, Township 2 South, Range 64 West of the 6th P.M., County of Adams, State of Colorado bears S89°49'46"E.

Legal description prepared by John P. Wolken, Adams County Public Works Department 12200 North Pecos Street, Westminster, Colorado 80224, based on the survey worked provided by Lynn D. Lantz, PLS No. 12046 for and on behalf of MNA, Inc., 4521 Virginia Ave., Suite 200, Denver, Colorado 80246.

JPT
11/31/07



NE QUARTER, SECTION 1, T2S, R65W, 6TH PM



Right of Way by Prior Conveyances



New ROW

TABLE OF LENGTHS		
NAME	DISTANCE	BEARING
L1	40.00'	S00°10'14"W
L2	833.36'	S89°49'46"E
L3	1,016.34'	S89°49'46"E
L4	10.00'	S00°10'14"E
L5	1,183.00'	N89°49'46"W
L6	166.97'	N86°44'13"E



EXHIBIT "A"
 BETWEEN
 THE ESTATE OF NEDCHIAL M. NAZARENUS
 AND
 THE COUNTY OF ADAMS, STATE OF COLORADO
 PROPOSED NEW RIGHT-OF-WAY
 DECEMBER 19, 2006

Handwritten signature and date: 1/31/07



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 20, 2018
SUBJECT: Acceptance of Warranty Deed from Kalcevic Farms, Inc.
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the Warranty Deed by resolution

BACKGROUND:

Adams County is acquiring property in conjunction with the Imboden Road Expansion Project - East 80th Avenue to East 88th Avenue, located in the Southwest Quarter of Section 20, Township 2 South, Range 64 West of the 6th Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney, and Adams County Board of County Commissioners

ATTACHED DOCUMENTS:

Warranty Deed
Draft Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Draft Resolution

**BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION ACCEPTING A WARRANTY DEED FROM KALCEVIC FARMS, INC.
TO ADAMS COUNTY CONVEYING PROPERTY FOR RIGHT-OF-WAY PURPOSES**

Resolution 2018-

WHEREAS, Adams County received a Warranty Deed in 2007 for right-of-way dedication for East 88th Avenue and Imboden Road in conjunction with the Imboden Road Expansion Project - East 80th Avenue to East 88th Avenue, located in the Southwest Quarter of Section 20, Township 2 South, Range 64 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from Kalcevic Farms, Inc., as recorded at the Adams County Clerk and Recorder's Office at Reception Number 2007000101347.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from Kalcevic Farms, Inc., a copy of which has been duly recorded, is hereby accepted by Adams County.

NO DOC FEE REQUIRED

NO REAL PROPERTY
TRANSFER DECLARATION
ACCOMPANIED THIS DOCUMENT

WARRANTY DEED

THIS DEED, dated this 21st day of September 2007, between
KALCEVIC FARMS, INC., of the County of Adams and State of
Colorado, grantor(s), and **The County of Adams, State of Colorado**,
whose legal address is 450 South 4th Avenue, Brighton, Colorado 80601 of the
said County of Adams and State of Colorado, grantee(s):

RECEIVED 20070910 1347
13:30:007 at 11:31:45 AM EDT '07
TO Fgs: G Doc: 1 type: PVTY
Karen Long, Adams County, CO

WITNESS, that the grantor(s), for THREE HUNDRED TWENTY FIVE AND NO CENTS (\$325.00) and other
good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has 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" and Drawing as set forth in Exhibit "B" attached hereto and incorporated
herein by this reference.

Dedicated for East 88th Avenue and Imboden Road.
Also known by street and number as: Vacant Land
Assessor's schedule or parcel number: part of 0-1727-00-0-00-046

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,
his heirs and assigns forever. The grantor, for itself, its successors and assigns, does covenant, grant, bargain and agree to
and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, it is well seized
of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee
simple, and has good right, full power and authority to grant, bargain, sell and convey the same in manner and form as
aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments,
encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except
2007 taxes due in 2008 which grantor agrees to pay.

The grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and
peaceable possession of the grantee, its successors and assigns, against all and every person or persons lawfully claiming
the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all
genders.

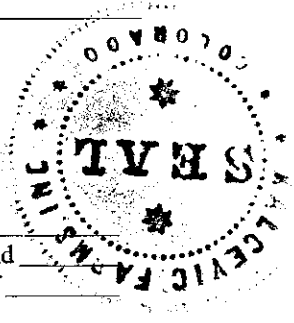
IN WITNESS WHEREOF, the grantor has caused its corporate name to be hereunto subscribed by its
President, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

Attest: KALCEVIC FARMS, INC.,

By James E. Kalcevic
James E. Kalcevic, Corporate Secretary

By Joseph T. Kalcevic
James E. Kalcevic, President
Joseph T

STATE OF COLORADO)
County of Adams) ss

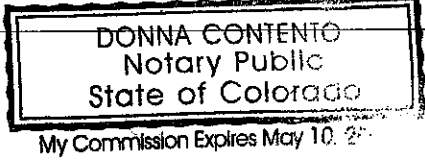


The foregoing instrument was acknowledged before me this 21st day of SEPTEMBER 2007, by
JOSEPH T. KALCEVIC as President and
JAMES E. KALCEVIC as Secretary of
Kalcevic Farms, Inc. a Colorado corporation.

Witness my hand and official seal.

My commission expires: 5/10/2008

Donna Contento
Notary Public



Name and Address of Person Creating Newly Created Legal Description (838-35-106.5, C.R.S.)
No. 932, Rev. 3-98. WARRANTY DEED (For Photographs, Record)
After Recording, Please Mail To:

Adams County Public Works
12200 N. Pecos St. 3rd Floor
Westminster, CO 80234
Right of Way Agent

3
1
2

X

15

EXHIBIT A

PROPERTY DESCRIPTION – RIGHT-OF-WAY DEDICATION

A RIGHT-OF-WAY DEDICATION OVER AND ACROSS A PORTION OF LAND AS RECORDED IN BOOK 1857 AT PAGE 424 IN THE RECORDS OF ADAMS COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN; COUNTY OF ADAMS, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 40.00 FEET OF THE WEST 70.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN.

CONTAINS 2,800 SQUARE FEET OR 0.064 ACRES MORE OR LESS OF WHICH 2,400 SQUARE FEET OR 0.055 ACRES MORE OR LESS ARE WITHIN EXISTING ROAD RIGHT-OF-WAY, LEAVING 400 SQUARE FEET OR 0.009 ACRES MORE OR LESS OF ADDITIONAL RIGHT-OF-WAY TO BE ACQUIRED.

PROPERTY DESCRIPTION STATEMENT

I, JAMES E. LYNCH, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

JAMES E. LYNCH, PROFESSIONAL LAND SURVEYOR
COLORADO No. 37933
FOR AND ON BEHALF OF JR ENGINEERING, LLC
6020 GREENWOOD PLAZA BOULEVARD
ENGLEWOOD, COLORADO 80111



EXHIBIT B

SW 1/4 SECTION 20, TOWNSHIP 2 SOUTH, RANGE 64 WEST 6TH P.M.
 COUNTY OF ADAMS, STATE OF COLORADO

IMBODEN ROAD
 (R.O.W. VARIES)

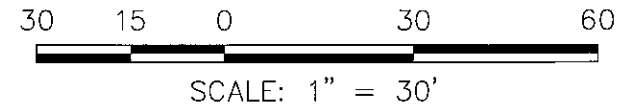
W. LINE SW 1/4 SEC. 20,
 T2S, R64 W, 6TH P.M.

BOOK 1857, PAGE 424

WEST
 70.00'

S 1/4 COR. OF SEC. 20,
 T2S, R64W, 6TH P.M.
 RECOVERED 3-1/4" ALUM.
 CAP STAMPED "AMERICAN
 WEST LS 12330"

ADDITIONAL
 RIGHT-OF-WAY



RIGHT-OF-WAY DEDICATION
 CONTAINS 2,800 SQUARE FEET
 OR 0.064 ACRES MORE OR LESS

EXISTING RIGHT-OF-WAY
 CONTAINS 2,400 SQUARE FEET
 OR 0.055 ACRES MORE OR LESS

ADDITIONAL RIGHT-OF-WAY
 CONTAINS 400 SQUARE FEET
 OR 0.009 ACRES MORE OR LESS

E. 88TH AVE.
 (60' R.O.W.)

EXISTING
 RIGHT-OF-WAY

19
 20
 30
 29

SOUTH
 40.00'

S89°53'10"E 2662.17'
 S. LINE SW 1/4 SEC. 20,
 T2S, R64 W, 6TH P.M.

SW COR. SEC. 20, T2S, R64, 6TH P.M. RECOVERED
 3-1/4" ALUM. CAP STAMPED "LS 12330"

EXHIBIT B
 KALCEVIC FARMS, INC
 JOB NO. 5363.00
 SEPTEMBER 04, 2007
 SHEET 3 OF 3

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

 **JR ENGINEERING**
 A Westrian Company

6020 Greenwood Plaza Blvd. • Englewood, CO 80111
 303-740-9393 • Fax: 303-721-9019 • www.jrengineering.com



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 20, 2018
SUBJECT: Acceptance of Warranty Deed from Jack S. Frihauf and Patricia L. Frihauf as to an undivided ½ interest and Daniel Frihauf as to an undivided ½ interest
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the Warranty Deed by resolution

BACKGROUND:

Adams County is acquiring property in conjunction with a 35-acre development, located in the Southwest Quarter of Section 2, Township 2 South, Range 60 West of the 6th Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney, and Adams County Board of County Commissioners

ATTACHED DOCUMENTS:

Warranty Deed
Draft Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Draft Resolution

**BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION ACCEPTING A WARRANTY DEED FROM JACK S. FRIHAUF AND
PATRICIA L. FRIHAUF AS TO AN UNDIVIDED ½ INTEREST AND DANIEL
FRIHAUF AS TO AN UNDIVIDED ½ INTEREST TO ADAMS COUNTY CONVEYING
PROPERTY FOR RIGHT-OF-WAY PURPOSES**

Resolution 2018-

WHEREAS, Adams County received a Warranty Deed in 2003 for right-of-way dedication for East 112th Avenue right-of-way in conjunction with a 35-acre development, located in the Southwest Quarter of Section 2, Township 2 South, Range 60 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from Jack S. Frihauf and Patricia L. Frihauf as to an undivided ½ interest and Daniel Frihauf as to an undivided ½ interest, as recorded at the Adams County Clerk and Recorder's Office at Reception Number C1188509.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from Jack S. Frihauf and Patricia L. Frihauf as to an undivided ½ interest and Daniel Frihauf as to an undivided ½ interest, a copy of which has been duly recorded, is hereby accepted by Adams County.

WARRANTY DEED

THIS DEED, dated this 25th day of July, 2003, between **Jack S. Frihauf and Patricia L. Frihauf as to an undivided 1/2 interest and Daniel Frihauf as to an undivided 1/2 interest**, of the County of Adams and State of Colorado, grantor(s), and **The County of Adams, State of Colorado**, whose legal address is 450 South 4th Avenue, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for 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:

The South 40.00 feet of Southwest Quarter of Section 2, Township 2 South, Range 60 West of the 6th Principal Meridian, County of Adams State of Colorado.

Dedicated for East 112th Avenue.
 Also known by street and number as: Vacant Land
 Assessor's schedule or parcel number: part of 1735-00-0-00-005

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 themselves, their heirs and personal representatives, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensembling and delivery of these presents, they are well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2003 taxes due in 2004 which grantor agrees to pay.

The grantor(s) 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.

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

Jack S. Frihauf Patricia L. Frihauf Daniel Frihauf
 Jack S. Frihauf Patricia L. Frihauf Daniel Frihauf

STATE OF COLORADO)
) ss
 County of Adams)

The foregoing instrument was acknowledged before me this 25th day of July, 2003 by Jack S. Frihauf and Patricia L. Frihauf as to an undivided 1/2 interest and Daniel Frihauf as to an undivided 1/2 interest.

My commission expires: 03/20/2005
 Witness my hand and official seal.
Mumukshu P. Singh
 Notary Public



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 20, 2018
SUBJECT: Acceptance of Warranty Deed from Rick L. Wagner, Terry D. Wagner, and Gary R. Wagner
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the Warranty Deed by resolution

BACKGROUND:

Adams County is acquiring property in conjunction a building permit at 68851 East 88th Avenue, located in the Southwest Quarter of Section 23, Township 2 South, Range 61 West of the 6th Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney, and Adams County Board of County Commissioners

ATTACHED DOCUMENTS:

Warranty Deed
Draft Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Draft Resolution

**BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION ACCEPTING A WARRANTY DEED FROM RICK L. WAGNER,
TERRY D. WAGNER, AND GARY R. WAGNER TO ADAMS COUNTY CONVEYING
PROPERTY FOR RIGHT-OF-WAY PURPOSES**

Resolution 2018-

WHEREAS, Adams County received a Warranty Deed in 2005 for right-of-way dedication for East 88th Avenue in conjunction with a building permit at 68851 East 88th Avenue, located in the Southwest Quarter of Section 23, Township 2 South, Range 61 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from Rick L. Wagner, Terry D. Wagner, and Gary R. Wagner, as recorded at the Adams County Clerk and Recorder's Office at Reception Number 20050525000552790.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from Rick L. Wagner, Terry D. Wagner, and Gary R. Wagner, a copy of which has been duly recorded, is hereby accepted by Adams County.

#

20050525000552790 Adams Co 1/1
05/25/2005 07:47:11AM \$.00
Carol Snyder, Clerk \$.00

WARRANTY DEED

THIS DEED, dated this 23rd day of May 2005, between
RICK L. WAGNER, TERRY D. WAGNER, and
GARY R. WAGNER _____, of the County of Adams and State of
Colorado, grantor(s), and **The County of Adams, State of Colorado**
, whose legal address is 450 South 4th Avenue, Brighton, Colorado 80601 of the
said County of Adams and State of Colorado, grantee(s):

After Recording, Please Mail To:
Adams County Public Works
12200 N. Pecos St. 3rd Floor
Westminster, CO 80234
Attn: Right of Way Agent

WITNESS, that the grantor(s), for 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:

The South 30.00 feet of the Southwest Quarter of Section 23, Township 2 South, Range 61 West of the 6th P.M., County of Adams, State of Colorado.

Dedicated for East 88th Avenue.
Also known by street and number as: Vacant Land
Assessor's schedule or parcel number: part of 0-1733-23-2-00-001

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 themselves, their heirs and personal representatives, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensembling and delivery of these presents, they are well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2005 taxes due in 2006 which grantor agrees to pay.

The grantor(s) 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.

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

Rick L. Wagner Terry D. Wagner Gary R. Wagner
Rick L. Wagner Terry D. Wagner Gary R. Wagner

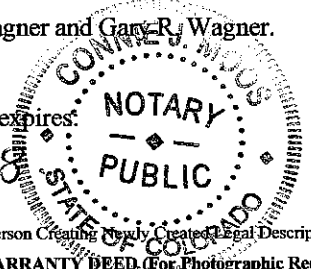
STATE OF COLORADO _____)
County of ARAPAHOE) ss

The foregoing instrument was acknowledged before me this 23rd day of May, 2005, by Rick L. Wagner, Terry D. Wagner and Gary R. Wagner.

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires:
3-13-08





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 20, 2018
SUBJECT: Acceptance of Permanent Easement from Robinson NW, LLC
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the Permanent Easement by resolution

BACKGROUND:

Adams County is acquiring a permanent easement for storm water drainage system purposes in conjunction with a drainage system designated as Reach S18 located in the Northeast Quarter of Section 24, Township 1 South, Range 67 West of the 6th Principal Meridian, Adams County, Colorado. The attached resolution will allow the County to accept the permanent drainage easement dedication.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney, and Adams County Board of County Commissioners

ATTACHED DOCUMENTS:

Permanent Easement
Draft Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Draft Resolution

**BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION ACCEPTING A PERMANENT DRAINAGE EASEMENT FROM
ROBINSON NW, LLC, TO ADAMS COUNTY FOR CONSTRUCTION AND
MAINTENANCE OF A DRAINAGE SYSTEM
FOR REACH S18**

Resolution 2018-

WHEREAS, Adams County has a drainage system designated as Reach S18 located in the Northeast Quarter of Section 24, Township 1 South, Range 67 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, in order to complete the project, Adams County acquired a property interest from Robinson NW, LLC; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from Robinson NW, LLC as recorded at the Adams County Clerk and Recorder's Office at Reception Number 20051222001399820.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Permanent Drainage Easement received from Robinson NW, LLC, a copy of which has been duly recorded, is hereby accepted by Adams County.

PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Robinson NW LLC, a Colorado limited liability company duly organized and existing under and by virtue of the laws of the State of Colorado hereinafter called "Grantor", for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, and convey to ADAMS COUNTY, a body politic, whose address is 450 South 4th Avenue, Brighton, Colorado 80601 hereinafter "County", its successors and assigns, a permanent storm water drainage easement for the drainage system designated as Reach S18 in the Brighton Watershed Tributary to South Platte River Outfall Systems Planning, Preliminary Design Report, December 1998, said easement being for the purpose of constructing, operating, maintaining, replacing, enlarging, reconstructing, improving, inspecting, repairing, and removing such drainage facilities and appurtenances thereto, including by way of example but not limited to inlets, pipes, culverts, open channels, ditches, hydraulic structures, catch grates, etc., together with lateral and subjacent support thereto as may from time to time be required on, over, across, and through the following described land to wit:

2
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Legal description as set forth in Exhibit "A" attached hereto and incorporated by this reference.

Together with the right to ingress and egress said easement over and across the land of Grantor by means of roads and lanes thereon if such there be; otherwise by such route as shall cause the least practical damage and inconvenience to the Grantor.

In further consideration hereof, Grantor covenants and agrees that no permanent buildings or structures will be placed, erected, installed or permitted upon said easement that will cause any obstructions to prevent the proper maintenance and use of said drainage facility.

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, and the surface of the property shall be restored to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the facilities and appurtenances installed and any damages caused on said easement arising out of the construction or reconstruction, maintenance and repair of said drainage facilities and appurtenances in the exercise of the rights, hereby provided shall be restored reasonably similar to its original condition following completion of the work performed.

IN WITNESS WHEREOF, Grantor has hereto set its hand on this 14th day of December, 2005.

Robinson NW, LLC,
a Colorado Limited Liability Company

By: [Signature]
Marc A. Robinson, Manager/Member

STATE OF COLORADO
COUNTY OF ADAMS

The foregoing instrument was acknowledged before me this 14th day of December, 2005 by Marc A. Robinson as Manager/Member of Robinson NW, LLC, a Colorado Limited Liability Company.

IN WITNESS WHEREOF, I have hereto set my hand and official seal.

Jeanne Caran
Notary Public

My commission expires: 11-24-2007

After Recording, Please Mail To:

Adams County Public Works
12200 N. Pecos St. 3rd Floor
Westminster, CO 80234
Attn: Right of Way Agent

X

EXHIBIT "A"
TO PERMANENT DRAINAGE EASEMENT
BETWEEN
ROBINSON NW, LLC.
AND
THE COUNTY OF ADAMS, STATE OF COLORADO
Page 1 of 1

That part of the Northeast Quarter of the Northeast Quarter of Section 24, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado being more particularly described as follows:

Commencing at the Northeast corner of said Section 24; thence S00°01'31"W on an assumed bearing along the East line of said Northeast Quarter a distance of 868.96 feet to the Southeast corner of Parcel B as described in the deed recorded in the Office of the Adams County Clerk and Recorder in Book 2055 at Page 576 under Reception No. B019116; thence S89°46'19"W along the South line of said Parcel B being also parallel with the North line of said Northeast Quarter a distance of 67.70 feet to the Southwest corner of said Parcel B; thence N43°53'58"W along the Southwest line of said Parcel B a distance of 569.54 feet to the Northwest corner of said Parcel B and the Southwest corner of Parcel A as described in the deed recorded in the Office of the Adams County Clerk and Recorder in Book 2055 at Page 576 under Reception No. B019116; thence N00°01'31"E parallel with the East line of said Northeast Quarter and along the West line of said Parcel A a distance of 367.00 feet to the True Point of Beginning; thence continuing N00°01'31"E along the West line of said Parcel A a distance of 30.00 feet to the South line of the new Right-of-Way of East 144th Ave.; thence S89°46'19"W along the South line of the new Right-of-Way of East 144th Ave. parallel with and 60 feet South of, measured perpendicular to, the North line of said Northeast Quarter a distance of 305.10 feet to a point on the West line of that Parcel as described in the deed recorded in the Office of the Adams County Clerk and Recorder under Reception No. C1258312; thence S23°37'47"W along said West line a distance of 32.80 feet; thence N89°46'19"E parallel with and 90 feet South of, measured perpendicular to, the North line of said Northeast Quarter a distance of 318.23 feet to the True Point of Beginning.

Contains 9,350 square feet or 0.2146 acres more or less.

Legal description prepared by John P. Wolken, Adams County Public Works Department, 12200 North Pecos Street, Westminster, Colorado 80234, based on two deeds as recorded in the Office of the Adams County Clerk and Recorder, one in Book 2055 at Page 576 under Reception No. B019116 and the other under Reception No. C1258312.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 20, 2018
SUBJECT: Acceptance of Warranty Deed from Rafael Mendoza and Florence Mendoza
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the Warranty Deed by resolution

BACKGROUND:

Adams County is acquiring property in conjunction with the West 64th Avenue Street Improvement Project - Lowell Boulevard to Little Dry Creek, located in the Northeast Quarter of Section 8, Township 3 South, Range 68 West of the 6th Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney, and Adams County Board of County Commissioners

ATTACHED DOCUMENTS:

Warranty Deed
Draft Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Draft Resolution

**BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION ACCEPTING A WARRANTY DEED FROM RAFAEL MENDOZA AND
FLORENCE MENDOZA TO ADAMS COUNTY CONVEYING PROPERTY FOR
RIGHT-OF-WAY PURPOSES**

Resolution 2018-

WHEREAS, Adams County received a Warranty Deed in 2005 for right-of-way dedication for West 64th Avenue in conjunction with the West 64th Avenue Street Improvement Project - Lowell Boulevard to Little Dry Creek, located in the Northeast Quarter of Section 8, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from Rafael Mendoza and Florence Mendoza, as recorded at the Adams County Clerk and Recorder's Office at Reception Number 20050915001006960.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from Rafael Mendoza and Florence Mendoza, a copy of which has been duly recorded, is hereby accepted by Adams County.



20050915C01006960 Adams Co 1/3
 09/15/2005 12:05:51PM \$.00
 Carol Snyder Clerk \$.00

WARRANTY DEED

THIS DEED, dated this 30th day of August 2005, between **Rafael Mendoza and Florence Mendoza**, of the County of Adams and State of Colorado, grantor, **The County of Adams, State of Colorado**, whose legal address is 450 South 4th Avenue, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee:

WITNESS, that the grantor, for and in consideration of the sum of Five Thousand Four Hundred Seventy Five Dollars and No/Hundredths (\$5,475.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm, unto the grantee, 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 to W. 64th Avenue

Also known by street and number as: Vacant land

Assessor's schedule or parcel number: part of 0182508103024

3
1
2

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, 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, its successors and assigns forever. The grantor, for themselves, their heirs and personal representatives, do covenant, grant, bargain and agree to and with the grantee, its successors and assigns, that at the time of the ensembling and delivery of these presents, they are well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2005 taxes due in 2006 which grantor agrees to pay. This property is being purchased under the threat of condemnation and other factors were included in the determination of the price in addition to the fair market value.

The grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

By: Rafael Mendoza
 Rafael Mendoza

By: Florence Mendoza
 Florence Mendoza

STATE OF COLORADO)
) ss
 County of Denver)

The foregoing instrument was acknowledged before me this 30th day of August, 2005, by Rafael Mendoza and Florence Mendoza.

Witness my hand and official seal.

My commission expires:

My Commission Expires
11/22/2008



Jessica Gutierrez
 Notary Public

After Recording, Please Mail To:

**Adams County Public Works
 12200 N. Pecos St. 3rd Floor
 Westminster, CO 80234
 Attn: Right of Way Agent**



EXHIBIT "A"

TO: WARRANTY DEED BETWEEN
RAFAEL MENDOZA AND FLORENCE MENDOZA AND
THE COUNTY OF ADAMS, STATE OF COLORADO
ADAMS COUNTY PARCEL NUMBER: 0182508103024
DATE: JANUARY 20, 2005
PARCEL 32

LEGAL DESCRIPTION

A STRIP OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 8,
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO, BEING A PORTION OF LOT 1,
BLOCK 1 OF CLEAR CREEK VALLEY INDUSTRIAL PARK - AMENDMENT NO. 1
AS RECORDED AT RECEPTION NO. C0822293, MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 8, WHENCE
THE NORTHEAST CORNER THEREOF BEARS N89°49'44"E, A DISTANCE OF
2662.37 FEET; THENCE N89°49'44"E, ALONG THE NORTH LINE OF THE
NORTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 2067.51 FEET;
THENCE S00°10'16"E, A DISTANCE OF 40.00 FEET TO A POINT ON THE
SOUTHERLY RIGHT-OF-WAY LINE OF WEST 64th AVENUE, BEING THE POINT
OF BEGINNING; THENCE N89°49'44"E, ALONG SAID SOUTHERLY RIGHT-OF-
WAY LINE, A DISTANCE OF 60.54 FEET; THENCE S00°10'16"E, A
DISTANCE OF 12.17 FEET; THENCE S89°49'44"W, A DISTANCE OF 50.35
FEET; THENCE S43°37'55"W, A DISTANCE OF 14.72 FEET TO A POINT ON
THE EAST RIGHT-OF-WAY LINE OF BEACH STREET; THENCE N00°10'16"W,
ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 22.80 FEET TO
THE POINT OF BEGINNING.
CONTAINING 791 SQUARE FEET OR 0.018 ACRES MORE OR LESS.

BASIS OF BEARINGS: ALL BEARINGS ARE BASED ON A LINE CONNECTING
THE NORTH QUARTER CORNER OF SECTION 8, T3S, R68W OF THE SIXTH
PRINCIPAL MERIDIAN, AND THE NORTHEAST CORNER OF SECTION 8, AS
BEARING N89°49'44"E.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME BASED UPON DRAWINGS AND
RECORDED DOCUMENTS AND DOES NOT REFLECT THE RESULTS OF A FIELD
SURVEY.

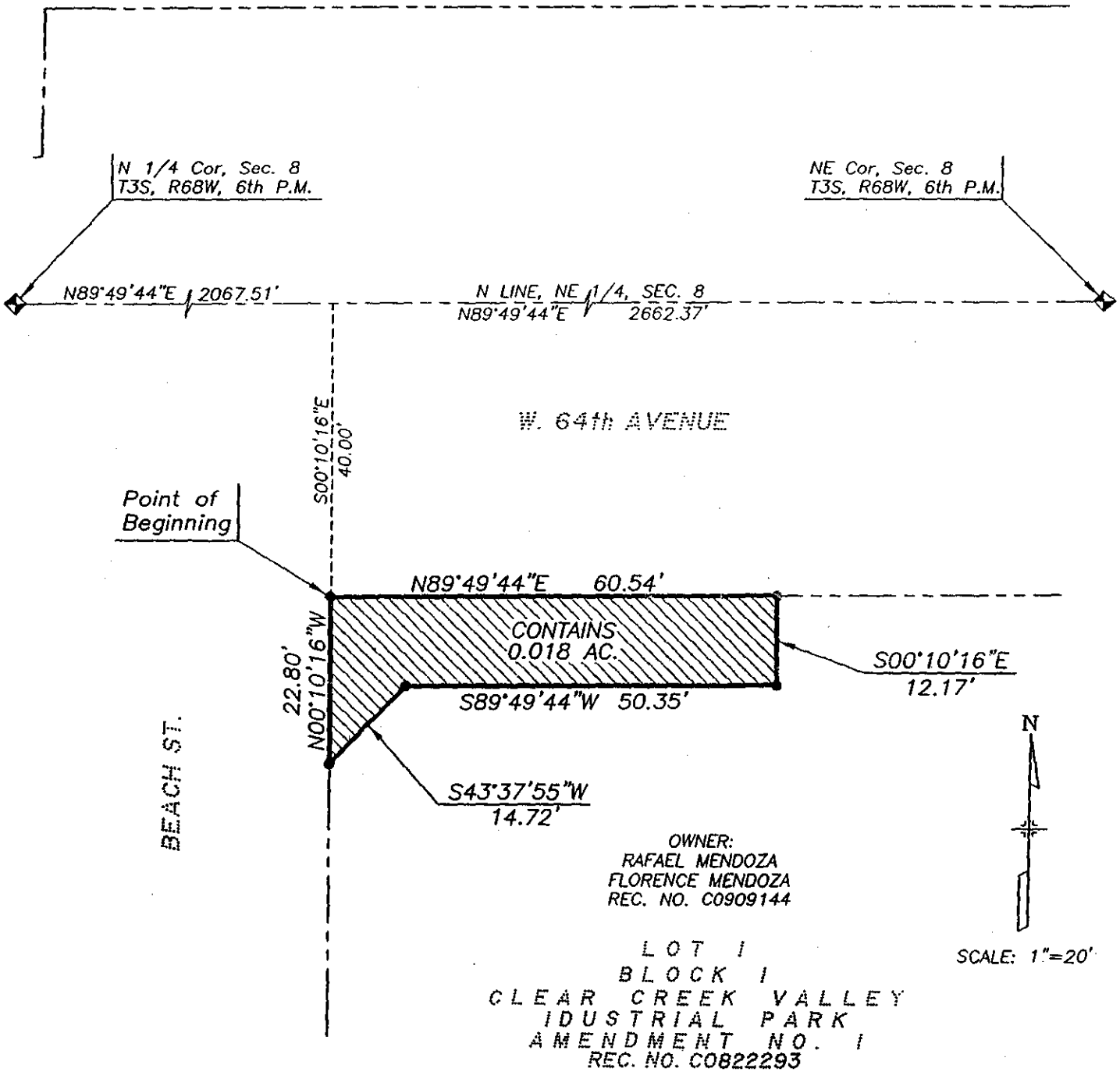
FOR AND ON BEHALF OF
VIGIL LAND CONSULTANTS INC.
JOHN G. VIGIL, PLS No. 26606
480 YUMA STREET, DENVER CO., 80204



1-20-05

**ATTACHMENT TO LEGAL DESCRIPTION – NOT A SURVEY
 EXHIBIT "A"**

TO: WARRANTY DEED BETWEEN
 RAFAEL MENDOZA AND FLORENCE MENDOZA AND
 THE COUNTY OF ADAMS, STATE OF COLORADO
 ADAMS COUNTY PARCEL NUMBER: 0182508103024
 PARCEL 32





PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 20, 2018
SUBJECT: Acceptance of Deed from Nicolette Munson and Rolf Munson
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the Deed by resolution

BACKGROUND:

Adams County is acquiring a permanent drainage easement in conjunction with a commercial condominium development, being a portion Lot 1 of Munson Subdivision, located in the Southeast Quarter of Section 10, Township 3 South, Range 68 West of the 6th Principal Meridian. The attached resolution will allow the County to accept the permanent drainage easement.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney, and Adams County Board of County Commissioners

ATTACHED DOCUMENTS:

Permanent Drainage Easement
Draft Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Draft Resolution

**BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION ACCEPTING A PERMANENT DRAINAGE EASEMENT FROM
NICOLETTE MUNSON AND ROLF MUNSON TO ADAMS COUNTY FOR STORM
WATER DRAINAGE SYSTEM PURPOSES**

Resolution 2018-

WHEREAS, Adams County received a Permanent Drainage Easement from Nicolette Munson and Rolf Munson, in conjunction with a commercial condominium development, being a portion Lot 1 of Munson Subdivision, located in the Southeast Quarter of Section 10, Township 3 South, Range 68 West of the 6th Principal Meridian, Adams County, Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1)(a) the property acquired from Nicolette Munson and Rolf Munson as recorded at the Adams County Clerk and Recorder's Office at Reception Number 2008000007523.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Permanent Drainage Easement received from Nicolette Munson and Rolf Munson, a copy of which has been duly recorded, is hereby accepted by Adams County.

RWP2007-073

PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That Nicolette Munson and Rolf Munson, whose address is 4554 Starboard Drive, Boulder, CO 80301 hereinafter called "Grantor", for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, and convey to ADAMS COUNTY, a body politic, whose address is 450 South 4th Avenue, Brighton, Colorado 80601 hereinafter "County", its successors and assigns, a permanent storm water drainage easement for the purpose of providing a storm water drainage system for the property described as: Lot 1, Munson Subdivision located in the Southeast Quarter of the Southeast Quarter of Section 20, Township 3 South, Range 68 West of the Sixth Principal Meridian, County of Adams, State of Colorado and also know as Condominium Map of Munson Commercial Condominiums, hereinafter referred to as the "Property" with the right to construct, operate, maintain, replace, enlarge, reconstruct, improve, inspect, repair, and remove such drainage facilities and appurtenances thereto as shown on the approved drainage plans on file at the Adams County Public Works Department and as may from time to time be modified, with County approval, or as required on, over, across, and through the following described land to wit:

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

Together with the right to ingress and egress from said easement over and across the lands of the Property by means of roads and lanes thereon if such there be; otherwise by such route as shall cause the least practical damage and inconvenience to the Property.

It is the intent of this easement to provide drainage facilities for the Property and the maintenance responsibility shall lie with the owner(s) of the Property. The owner(s) of the Property shall be responsible for the operation, maintenance and repair of all drainage facilities including but not limited to inlets, pipes, culverts, channels, ditches, hydraulic structures, detention basins and retention basins located on the Property. Maintenance and repair shall include the periodic removal of debris and sediment from channels, storm sewer pipes, trash racks and street inlets. In addition channel banks, basins, crushed pipe inlets and outlets, and general deterioration of the drainage facilities shall be maintained and repaired to avoid reduced conveyance capability, unhealthy and unsightly conditions and ultimate failure of the drainage system.

Should the owner(s) of the Property fail to adequately maintain said facilities and the County is made aware of the inadequate maintenance, the County, its successors and assigns shall have the right to enter said easement for the purpose of maintaining and repairing said facilities. All costs related to the maintenance and repair of said facilities shall be assessed to the owner(s) of the Property. The County shall give the owner(s) of the Property a 14 days notice to perform routine maintenance and repair. Emergency repairs that could endanger off site properties if not repaired immediately shall be immediately repaired by the owner(s) of the Property upon notice and if not, by the County, again the cost assessed to the owner(s) of the Property.

In further consideration hereof, Grantor covenants and agrees that no permanent buildings or structures will be placed, erected, installed or permitted upon said easement, and it is further agreed that the Grantor will not construct any obstructions that would prevent the proper maintenance and use of said drainage facility.

After Recording, Please Mail To:

Adams County Public Works
12200 N. Pecos St. 3rd Floor
Westminster, CO 80234
Attn: Right of Way Agent

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the owner(s) of the Property or the County, its successors and assigns, in connection with this easement shall be done with care, and the surface of the property shall be restored to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the facilities and appurtenances installed and any damages caused on said easement arising out of the maintenance and repair of said drainage facilities and appurtenances in the exercise of the rights, hereby provided shall be restored reasonably similar to its original condition following completion of the work performed.

IN WITNESS WHEREOF, Grantors have hereto set their hands on this 30th day of January, 2008.

By: Rolf Munson
Rolf Munson

By: Nicolette Munson
Nicolette Munson

STATE OF COLORADO
COUNTY OF Adams

The foregoing instrument was acknowledged before me this 30th day of January, 2008 by Nicolette Munson and Rolf Munson

IN WITNESS WHEREOF, I have hereto set my hand and official seal.

My commission expires: 3 Nov. 2008
Notary Public



EXHIBIT "A"
"PROPERTY"
TO
PERMANENT DRAINAGE EASEMENT
BETWEEN
NICOLETTE MUNSON AND ROLF MUNSON
AND
THE COUNTY OF ADAMS, STATE OF COLORADO

That part of Lot 1, Munson Subdivision, being a subdivision in a part of the Southeast Quarter of the Southeast Quarter of Section 10, Township 3 South, Range 68 West of the Sixth Principal Meridian, County of Adams, State of Colorado being more particularly described as:

Beginning at the easterly most Southeast Corner of said Lot 1; thence N 00°02'28" W along the East Line of said Lot 1 a distance of 40.00 feet; thence S 89°31'16" W parallel with the South Line of said Lot 1 a distance of 65.00 feet; thence S 00°02'28" E parallel with the East Line of said Lot 1 a distance of 40.00 feet to a point on the South Line of said Lot 1; thence N 89°31'16" E along the South Line of said Lot 1 a distance of 65.00 feet to the Point of Beginning. Containing 2,600.00 square feet more or less.

And:

Commencing at the easterly most Southeast Corner of said Lot 1; thence S 89°31'16" W along the south line of said Lot 1 a distance of 243.92 feet to the Point of Beginning; thence N 38°40'06" W a distance of 25.45 feet to a point 35.00 feet east of the west line of said Lot 1 extended and 20.00 feet north of the south line of said Lot 1 extended; thence N 00°10'54" W parallel with the west line of said Lot 1 a distance of 157.89 feet to the beginning of a tangent curve to the right, the radius of said curve is 293.10 feet, the central angle of said curve is 21°29'23", the chord of said curve bears North 10°33'47.5" East, 109.28 feet; thence along the arc of said curve a distance of 109.93 feet; thence N 68°41'31" W radial along the radius line of said curve a distance of 15.00 feet; thence N 21°18'29" E parallel with the westerly line of said Lot 1 a distance of 50.00 feet; thence N 68°41'31" W a distance of 20.00 feet to a point on the westerly line of said Lot 1; thence S 21°18'29" W along the westerly line of said Lot 1 a distance of 50.00 feet to the beginning of a tangent curve to the left, the radius of said curve is 328.10 feet, the central angle of said curve is 21°29'23", the chord of said curve bears South 10°33'47.5" West, 122.34 feet; thence along the arc of said curve a distance of 123.06 feet; thence S 00°10'54" E along the West Line of said Lot 1 a distance of 142.05 feet; thence S 45°10'54" E along the Southwesterly Line of said Lot 1 a distance of 50.68 feet to a point on the South Line of said Lot 1; thence N 89°31'16" E along the South Line of said Lot 1 a distance of 15.00 feet to the True Point of Beginning.

Contains 10,819 square feet or 0.24837 more or less.

Legal description prepared by John P. Wolken, Adams County Public Works, Department, 4955 East 74th Avenue, Commerce City, Colorado 80022, based on the subdivision plat of Munson Subdivision recorded in the office of the Adams County Clerk and Recorder in File 18 at Map 882 under Reception No. C1140485.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 20, 2018
SUBJECT: Acceptance of Deeds for the Washington Street Improvements Project-Phase II
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the Deeds by resolution

BACKGROUND:

Adams County acquired property in conjunction with the Washington Street Improvements Project Phase II - State Highway 224 to East 78th Avenue, located in Sections 34 and 35, Township 2 South, Range 68 West of the 6th Principal Meridian. The attached resolution will allow the County to accept the property dedication.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney, and Adams County Board of County Commissioners

ATTACHED DOCUMENTS:

Warranty Deeds
Draft Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Draft Resolution

**BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION ACCEPTING DEEDS CONVEYING PROPERTY TO ADAMS COUNTY
FOR THE WASHINGTON STREET IMPROVEMENTS PROJECT-PHASE II**

Resolution 2018-

WHEREAS, Adams County has completed the Washington Street Improvements Project Phase II - State Highway 224 to East 78th Avenue (“Project”), located in Sections 34 and 35, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, in order to complete the project, Adams County acquired property interests from multiple landowners; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired for the Project from the following persons and as recorded at the Adams County Clerk and Recorder’s Office at the referenced Reception numbers:

PERSON OR ENTITY	RECEPTION No
Linette Mae Brozovich as Personal Representative of the Estate of Albert L. Saccomano	20050429000455430
Franklin Saccomano, Pauline Saccomano, and Marie Reffel	20050622000657370, 20050622000657380
Pauline Saccomano and James C. Saccomano	2007000092009, 20050223000182660
Thomas F. Adducci and Carole L. Adducci	20041004000979910, 20041008001016740

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Deeds received from the persons enumerated above for the Washington Street Improvements Project, copies of which have been duly recorded, are hereby accepted by Adams County.

EXHIBIT "A"

TO WARRANTY DEED BETWEEN
THOMAS F. ADDUCCI & CAROLE L. ADDUCCI
AND
THE COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 2
(WITHIN ADAMS COUNTY PARCEL #0171935302001)

LEGAL DESCRIPTION:

A PARCEL OF LAND DEDICATED AS RIGHT-OF-WAY LOCATED IN A PORTION OF SKEEL'S RANCH, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, 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 WEST ONE-QUARTER CORNER OF SAID SECTION 35, THENCE SOUTH 00°03'13" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, WITH ALL BEARINGS HEREON RELATIVE THERETO, A DISTANCE OF 658.94 FEET; THENCE NORTH 89°56'47" EAST, A DISTANCE OF 30.00 FEET, TO THE NORTHWEST CORNER OF THE NORTH HALF OF LOT 1, SKEEL'S RANCH, SAID POINT BEING THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF 75TH AVENUE AND THE EASTERLY RIGHT-OF-WAY LINE OF NORTH WASHINGTON STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 89°39'30" EAST, ALONG THE NORTHERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID 75TH AVENUE, A DISTANCE OF 102.32 FEET; THENCE SOUTH 00°20'30" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 89°39'30" WEST, ALONG A LINE 15.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF 75TH AVENUE, A DISTANCE OF 45.73 FEET; THENCE SOUTH 50°29'04" WEST, A DISTANCE OF 47.49 FEET; THENCE SOUTH 00°03'13" EAST, ALONG A LINE 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 284.65 FEET, TO A POINT ON THE SOUTHERLY LINE OF THE NORTH HALF OF LOT 1, SKEEL'S RANCH; THENCE SOUTH 89°39'22" WEST, ALONG THE SOUTHERLY LINE OF SAID PARCEL, A DISTANCE OF 20.00 FEET, TO THE SOUTHWESTERLY CORNER OF SAID PARCEL; THENCE NORTH 00°03'13" WEST, ALONG THE WESTERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF NORTH WASHINGTON STREET, A DISTANCE OF 329.65 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 8,378 SQUARE FEET OR 0.19 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, JOHN B. GUYTON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE SUPERVISION ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF IS CORRECT.



JOHN B. GUYTON P.L.S. 16406
PRESIDENT, FLATIRONS SURVEYING, INC.

16406

9-30-04

FSI JOB NO. 03-41,530-26-ROW
DRAWN BY: K. CLIFFORD
OCTOBER 13, 2003



Flatirons Surveying, Inc.

5717 ARAPAHOE ROAD
BOULDER, CO 80303
PH: (303) 443-7001
FAX: (303) 443-9830

655 FOURTH AVENUE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355

20060223000182660 Adams Co 1/3
02/23/2005 02:16:37PM \$.00
Carol Snyder, Clerk \$.00

WARRANTY DEED

THIS DEED, dated this 22nd day of February, 2005, between **Pauline Saccomano and James C. Saccomano**, of the County of Adams and State of Colorado, grantor(s), and **The County of Adams, State of Colorado** a body politic, whose legal address is 450 South 4th Avenue, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

3
1
2

WITNESS, that the grantor(s), for and in consideration of the sum of Nineteen Thousand Two Hundred Forty and No/Hundredths (\$19,240.00) 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.

Dedicated for Washington Street and 76th Avenue
also known by street and number as: 7520 Washington St., Denver, CO. 80229
assessors schedule or parcel number: part of 1719-35-3-01-015 (part of)

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), their heirs and assigns forever. The grantor(s), for themselves, their heirs and personal representatives, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensembling and delivery of these presents, they are well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2004 taxes due in 2005 which grantor agrees to pay. This property is being purchased under the threat of condemnation and other factors were included in the determination of the price in addition to fair market value.

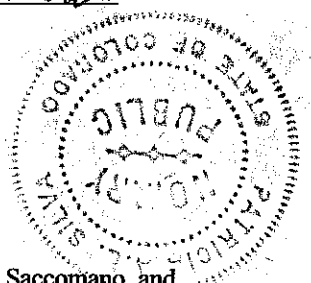
The grantor(s) shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the grantee(s), its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

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

Pauline Saccomano
Pauline Saccomano

James C. Saccomano
James C. Saccomano

STATE OF COLORADO)
County of Denver) ss



The foregoing instrument was acknowledged before me this 22 day of February 2005 by Pauline Saccomano and James C. Saccomano.

Witness my hand and official seal.

My commission expires: 1/11/2009

Patricia L. Selzer
Notary Public

Return to: H.C. Peck & Assoc Inc
2399 Blake St # 180
Denver CO 80205

EXHIBIT "A"

TO WARRANTY DEED BETWEEN
PAULINE SACCOMANO & JAMES C. SACCOMANO
AND
THE COUNTY OF ADAMS, STATE OF COLORADO

SHEET 1 OF 2

(WITHIN ADAMS COUNTY PARCEL #0171935301015)

LEGAL DESCRIPTION:

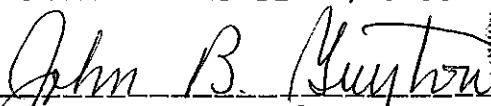
A PARCEL OF LAND DEDICATED AS RIGHT-OF-WAY LOCATED IN A PORTION OF SKEEL'S RANCH, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 35, THENCE SOUTH 00°03'13" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, WITH ALL BEARINGS HEREON RELATIVE THERETO, A DISTANCE OF 461.32 FEET; THENCE NORTH 89°56'47" EAST, A DISTANCE OF 30.00 FEET, TO THE NORTHWESTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN BOOK 1843 AT PAGE 851, BEING A PART OF TRACT E, SKEEL'S RANCH, SAID POINT BEING THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF 75TH PLACE AND THE EASTERLY RIGHT-OF-WAY LINE OF NORTH WASHINGTON STREET, AND ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 41°13'37" EAST, ALONG THE NORTHERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID 75TH PLACE, A DISTANCE OF 30.31 FEET; THENCE SOUTH 00°03'13" EAST, ALONG A LINE 50.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 132.30 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL DESCRIBED IN BOOK 1843 AT PAGE 851, SAID POINT ALSO BEING A WESTERLY CORNER OF SACCOMANO SUBDIVISION; THENCE NORTH 89°39'30" EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL DESCRIBED IN BOOK 1843 AT PAGE 851, A DISTANCE OF 20.00 FEET, TO THE SOUTHWESTERLY CORNER OF SAID PARCEL; THENCE NORTH 00°03'13" WEST, ALONG THE WESTERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF NORTH WASHINGTON STREET, A DISTANCE OF 109.62 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 2,419 SQUARE FEET OR 0.06 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, JOHN B. GUYTON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE SUPERVISION AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.


JOHN B. GUYTON P.L.S. 16406
PRESIDENT, FLATIRONS SURVEYING, INC.



FSI JOB NO. 03-41,530-24-ROW
DRAWN BY: K. CLIFFORD
OCTOBER 13, 2003
REV: KJC 12-16-04



Flatirons Surveying, Inc.

5717 ARAPAHOE ROAD
BOULDER, CO 80303
PH: (303) 443-7001
FAX: (303) 443-9830

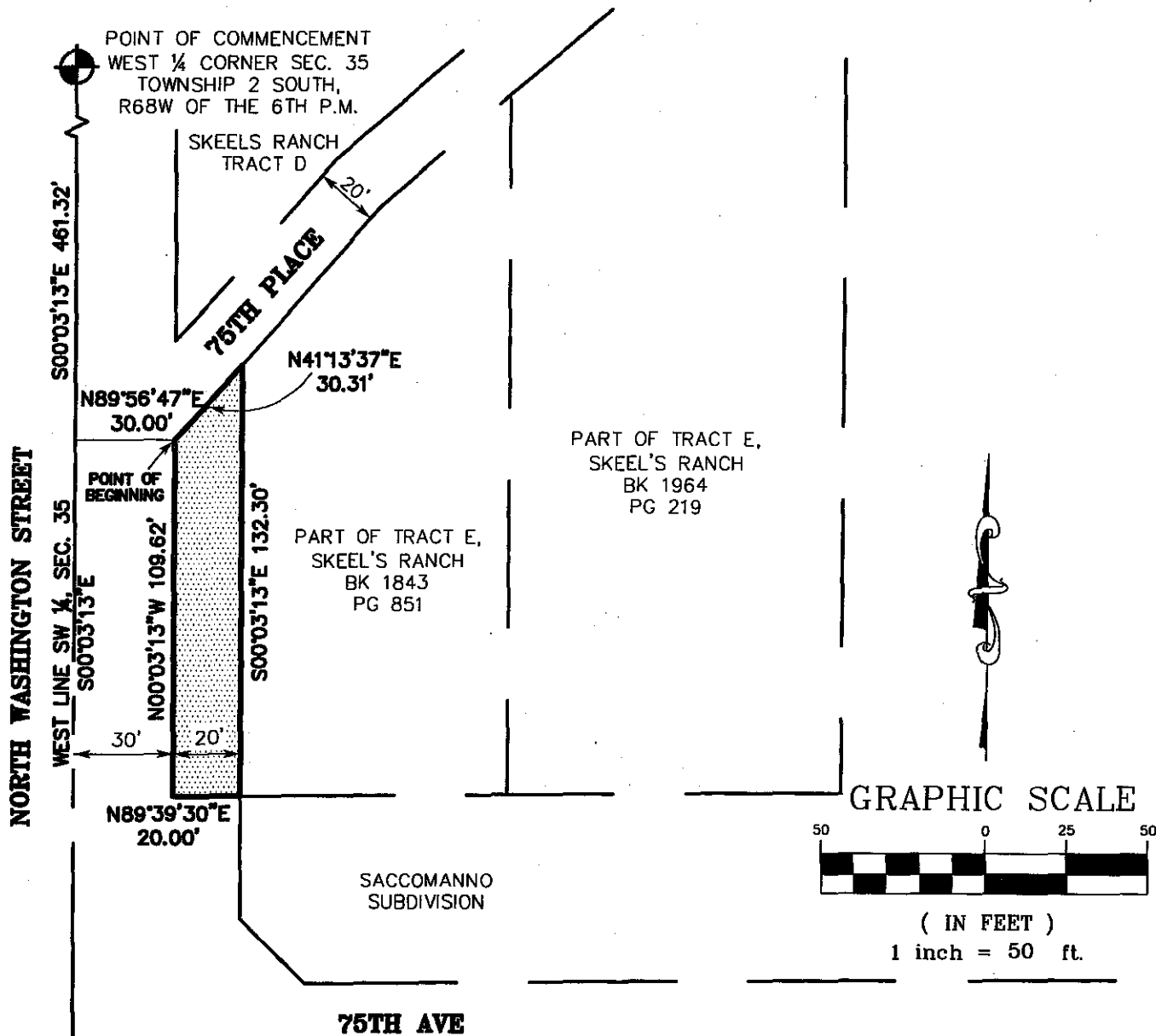
655 FOURTH AVENUE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355

EXHIBIT "A"

TO WARRANTY DEED BETWEEN
 PAULINE SACCOMANO & JAMES C. SACCOMANO
 AND
 THE COUNTY OF ADAMS, STATE OF COLORADO

SHEET 2 OF 2

(WITHIN ADAMS COUNTY PARCEL #0171935301015)



THIS IS NOT A "LAND SURVEY PLAT" OR IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. THIS EXHIBIT IS INTENDED TO DEPICT THE ACCOMPANYING PARCEL DESCRIPTIONS. RECORD INFORMATION SHOWN HEREON IS BASED ON TITLE DOCUMENTS PROVIDED BY CLIENT.

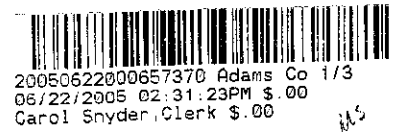
FSI JOB NO. 03-41,530-24-ROW
 DRAWN BY: K. CLIFFORD
 OCTOBER 13, 2003
 REV: KJC 12-16-04



Flatirons Surveying, Inc.

5717 ARAPAHOE ROAD
 BOULDER, CO 80303
 PH: (303) 443-7001
 FAX: (303) 443-9830

655 FOURTH AVENUE
 LONGMONT, CO 80501
 PH: (303) 776-1733
 FAX: (303) 776-4355



WARRANTY DEED

THIS DEED, dated this 21st day of June, 2005, between **Franklin Saccomano, Pauline Saccomano and Marie Reffel**, of the County of Adams and State of Colorado, grantor(s), and **The County of Adams, State of Colorado** a body politic, whose legal address is 450 South 4th Avenue, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of One Hundred Thousand No/Hundredths (\$100,000.00) 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: vacant land
 Assessors schedule or parcel number: part of 1719-35-3-01-021

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), their heirs and assigns forever. The grantor(s), for themselves, their heirs and personal representatives, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensembling and delivery of these presents, they are well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2005 taxes due in 2006 which grantor agrees to pay. This property is being purchased under the threat of condemnation and other factors were included in the determination of the price in addition to fair market value.

The grantor(s) 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.

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

Pauline Saccomano
 Pauline Saccomano
Marie Reffel
 Marie Reffel

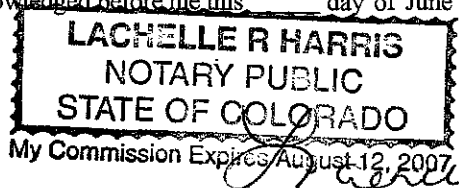
Franklin Saccomano
 Franklin Saccomano

STATE OF COLORADO)
) ss
 County of Denver)

The foregoing instrument was acknowledged before me this 21st day of June 2005 by Franklin Saccomano, Pauline Saccomano and Marie Reffel.

Witness my hand and official seal.

My commission expires:



Lachelle R Harris
 Notary Public

3
1
2

EXHIBIT "A"
TO WARRANTY DEED
BETWEEN
FRANKLIN SACCOMANO, PAULINE SACCOMANO and
MARIE REFFEL
AND
THE COUNTY OF ADAMS, STATE OF COLORADO

EXHIBIT A

PART OF TRACT D, SKEELS RANCH, LOCATED IN THE
SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 2
SOUTH, RANGE 65 WEST OF THE 6TH P.M.
THE COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 2

LEGAL DESCRIPTION:

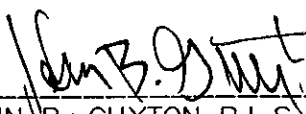
A PARCEL OF LAND BEING A PORTION OF TRACT D, SKEELS RANCH, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 35, THENCE SOUTH 00°03'13" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, WITH ALL BEARINGS HEREON RELATIVE THERETO, A DISTANCE OF 222.10 FEET; THENCE NORTH 89°56'47" EAST, A DISTANCE OF 30.00 FEET, TO THE NORTHWESTERLY CORNER OF TRACT D, SKEEL'S RANCH; THENCE NORTH 78°03'47" EAST, ALONG THE NORTHERLY LINE OF SAID TRACT D, A DISTANCE OF 20.44 FEET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID TRACT D NORTH 78°03'47" EAST, A DISTANCE OF 397.59 FEET, TO THE MOST EASTERLY CORNER OF SAID TRACT D; THENCE ALONG THE SOUTHERLY LINES OF SAID TRACT D FOR THE FOLLOWING THREE (3) COURSES, SAID LINES ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINES OF 75TH PLACE AS SHOWN ON SACCOMANO SUBDIVISION: 1) SOUTH 64°08'52" WEST, A DISTANCE OF 74.38 FEET; 2) THENCE SOUTH 75°19'46" WEST, A DISTANCE OF 71.63 FEET; 3) THENCE SOUTH 49°47'37" WEST, A DISTANCE OF 243.42 FEET; THENCE NORTH 80°18'16" WEST, A DISTANCE OF 67.71 FEET; THENCE NORTH 00°03'13" WEST, ALONG A LINE 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 114.08 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 25,474 SQUARE FEET OR 0.58 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, JOHN B. GUYTON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF,


JOHN B. GUYTON P.L.S. 16406
PRESIDENT, FLATIRONS SURVEYING, INC.

16406

11/29/04
DATE

(Seal: JOHN B. GUYTON REGISTERED PROFESSIONAL LAND SURVEYOR COLORADO)

FSI JOB NO. 04-41,530-C-22
DRAWN BY: K. CLIFFORD
OCTOBER 26, 2004



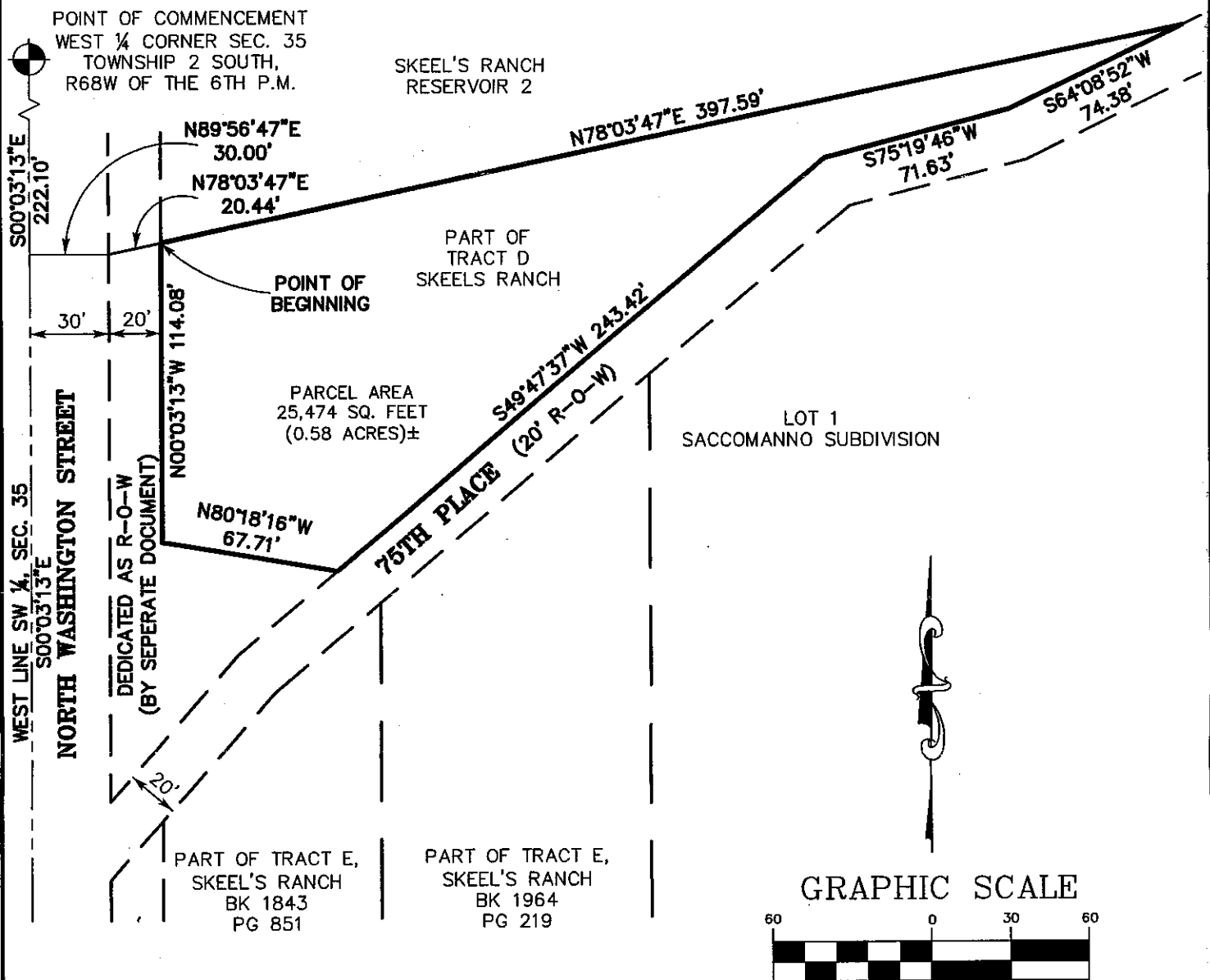
Flatirons Surveying, Inc.
5717 ARAPAHOE ROAD
BOULDER, CO 80303
PH: (303) 443-7001
FAX: (303) 443-9830
655 FOURTH AVENUE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355

EXHIBIT "A"
TO WARRANTY DEED
BETWEEN
FRANKLIN SACCOMANO, PAULINE SACCOMANO and
MARIE REFFEL
AND
THE COUNTY OF ADAMS, STATE OF COLORADO

EXHIBIT A

PART OF TRACT D, SKEELS RANCH, LOCATED IN THE
 SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 2
 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
 THE COUNTY OF ADAMS, STATE OF COLORADO

SHEET 2 OF 2



THIS IS NOT A "LAND SURVEY PLAT" OR IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. THIS EXHIBIT IS INTENDED TO DEPICT THE ACCOMPANYING PARCEL DESCRIPTIONS.

FSI JOB NO. 04-41,530-C-22
 DRAWN BY: K. CLIFFORD
 OCTOBER 26, 2004



Flatirons Surveying, Inc.

5717 ARAPAHOE ROAD
 BOULDER, CO 80303
 PH: (303) 443-7001
 FAX: (303) 443-9830

655 FOURTH AVENUE
 LONGMONT, CO 80501
 PH: (303) 776-1733
 FAX: (303) 776-4355

NO DOC FEE REQUIRED

20050622000657380 Adams Co 1/3
06/22/2005 02:31:24PM \$.00
Carol Snyder, Clerk \$.00

WARRANTY DEED

THIS DEED, dated this 21st day of June, 2005, between **Franklin Saccomano, Pauline Saccomano and Marie Reffel**, of the County of Adams and State of Colorado, grantor(s), and **The County of Adams, State of Colorado** a body politic, whose legal address is 450 South 4th Avenue, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of Twenty Five Thousand No/Hundredths (\$25,000.00) 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.

Dedicated for Washington Street and East 75th Place
Also known by street and number as: vacant land
Assessors schedule or parcel number: part of 1719-35-3-01-021

3
1
2

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), their heirs and assigns forever. The grantor(s), for themselves, their heirs and personal representatives, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensembling and delivery of these presents, they are well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2005 taxes due in 2006 which grantor agrees to pay. This property is being purchased under the threat of condemnation and other factors were included in the determination of the price in addition to fair market value.

The grantor(s) 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.

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

Pauline Saccomano
Pauline Saccomano
Marie Reffel
Marie Reffel

Franklin Saccomano
Franklin Saccomano

STATE OF COLORADO)
County of Denver) ss

The foregoing instrument was acknowledged before me this 21st day of June 2005 by Franklin Saccomano, Pauline Saccomano and Marie Reffel.

Witness my hand and official seal.
My commission expires:

LACHELLE R HARRIS
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires August 12, 2007

Lachelle R Harris
Notary Public

EXHIBIT "A"

TO WARRANTY DEED BETWEEN
PAULINE SACCOMANO, ~~SUSIE SACCOMANO, SUE SACCOMANO,~~
~~MARIE SACCOMANO,~~ MARIE REFFEL, ~~JOSEPH SACCOMANO,~~
& FRANKLIN SACCOMANO

AND

THE COUNTY OF ADAMS, STATE OF COLORADO

SHEET 1 OF 2

(WITHIN ADAMS COUNTY PARCEL #0171935301021)

LEGAL DESCRIPTION:

A PARCEL OF LAND DEDICATED AS RIGHT-OF-WAY LOCATED IN A PORTION OF SKEEL'S RANCH, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, 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 WEST ONE-QUARTER CORNER OF SAID SECTION 35, THENCE SOUTH 00°03'13" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, WITH ALL BEARINGS HEREON RELATIVE THERETO, A DISTANCE OF 222.10 FEET; THENCE NORTH 89°56'47" EAST, A DISTANCE OF 30.00 FEET, TO THE NORTHWESTERLY CORNER OF TRACT D, SKEEL'S RANCH, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 78°03'47" EAST, ALONG THE NORTHERLY LINE OF SAID TRACT D, A DISTANCE OF 20.44 FEET; THENCE SOUTH 00°03'13" EAST, ALONG A LINE 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 114.08 FEET, THENCE SOUTH 80°18'16" EAST, A DISTANCE OF 67.71 FEET, TO A POINT ON THE SOUTHERLY LINE OF TRACT D; THENCE SOUTH 49°47'37" WEST, ALONG THE SOUTHERLY LINE OF SAID TRACT D, A DISTANCE OF 49.71 FEET; THENCE CONTINUING ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT D, SOUTH 41°13'37" WEST, A DISTANCE OF 73.87 FEET, TO THE SOUTHWEST CORNER OF SAID TRACT D; THENCE NORTH 00°03'13" WEST, ALONG THE WESTERLY LINE OF SAID TRACT D, SAID LINE ALSO BEING 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 208.90 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,375 SQUARE FEET OR 0.15 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, JOHN B. GUYTON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF IS CORRECT.



JOHN B. GUYTON P.L.S. 16406
PRESIDENT, FLATIRONS SURVEYING, INC.

16406

03-04

DATE

FSI JOB NO. 03-41,530-22-ROW
DRAWN BY: K. CLIFFORD
OCTOBER 13, 2003



Flatirons Surveying, Inc.

5717 ARAPAHOE ROAD
BOULDER, CO 80303
PH: (303) 443-7001
FAX: (303) 443-9830

655 FOURTH AVENUE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355

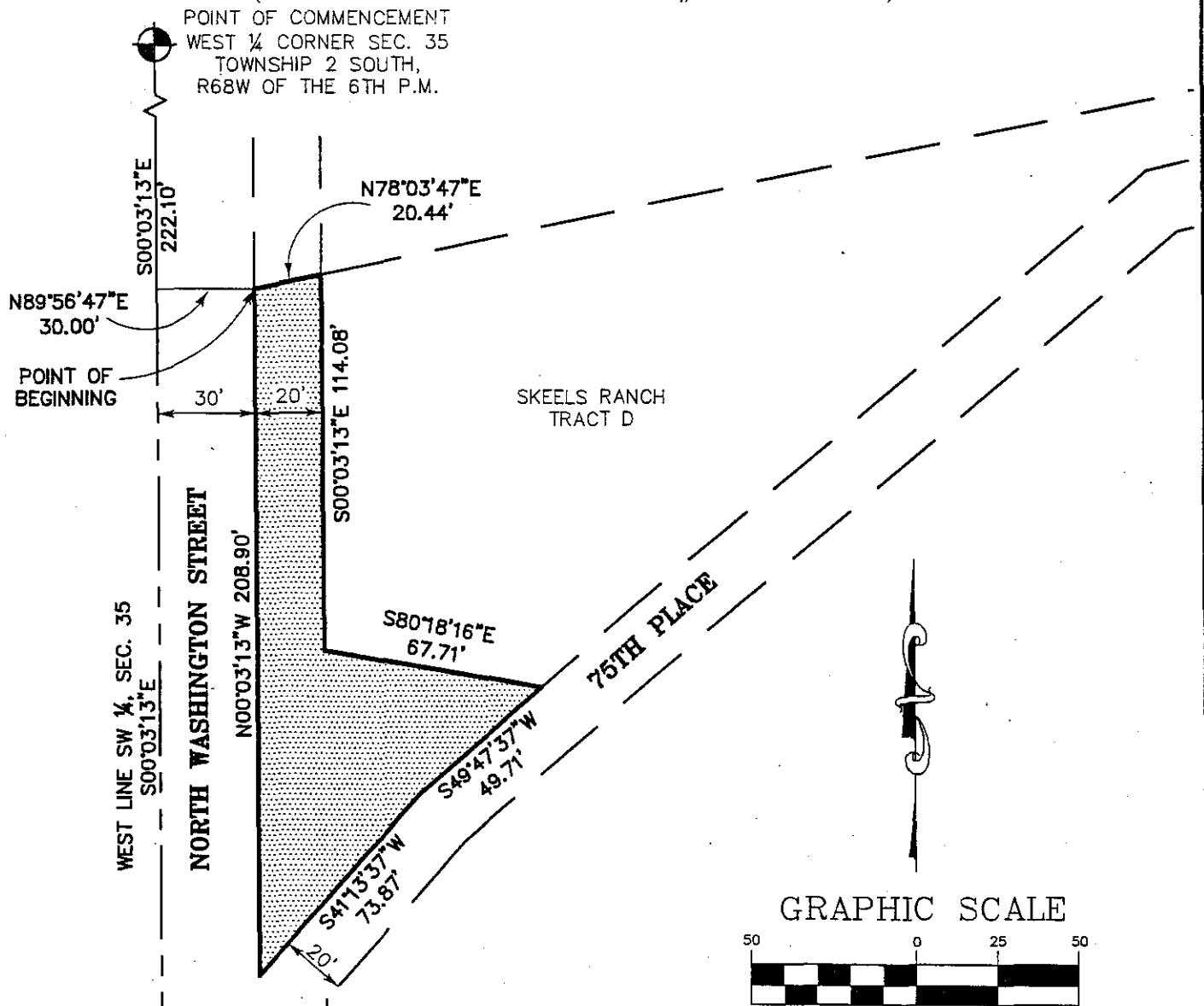
EXHIBIT "A"

TO WARRANTY DEED BETWEEN
 PAULINE SACCOMANO, ~~SUSIE SACCOMANO, SUE SACCOMANO,~~
~~MARIE SACCOMANO,~~ MARIE REFFEL, ~~JOSEPH SACCOMANO,~~
 & FRANKLIN SACCOMANO

AND
 THE COUNTY OF ADAMS, STATE OF COLORADO

SHEET 2 OF 2

(WITHIN ADAMS COUNTY PARCEL #0171935301021)



THIS IS NOT A "LAND SURVEY PLAT" OR IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. THIS EXHIBIT IS INTENDED TO DEPICT THE ACCOMPANYING PARCEL DESCRIPTIONS. RECORD INFORMATION SHOWN HEREON IS BASED ON TITLE DOCUMENTS PROVIDED BY CLIENT.

FSI JOB NO. 03-41,530-22-ROW
 DRAWN BY: K. CLIFFORD
 OCTOBER 13, 2003



Flatirons Surveying, Inc.

5717 ARAPAHOE ROAD
 BOULDER, CO 80303
 PH: (303) 443-7001
 FAX: (303) 443-9830

655 FOURTH AVENUE
 LONGMONT, CO 80501
 PH: (303) 776-1733
 FAX: (303) 776-4355

WARRANTY DEED

THIS DEED, dated this 25th day of September 2007, between
PAULINE SACCOMANO and JAMES C. SACCOMANO,
of the County of Adams and State of Colorado, grantor(s), and
The County of Adams, State of Colorado,
whose legal address is 450 South 4th Avenue, Brighton, Colorado 80601 of the
said County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for Three Thousand Three Hundred Eighty Dollars (\$3,380.00) 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.

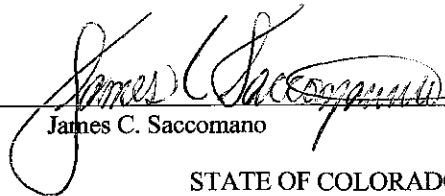
Dedicated for Washington Street and East 7520 Washington Street
Also known by street and number as: Vacant Land
Assessor's schedule or parcel number: part of: 0-1719-35-3-01-015

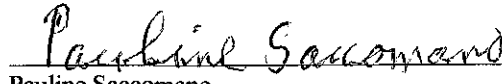
TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either 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 themselves, their heirs and personal representatives, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensembling and delivery of these presents, they are well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2007 taxes due in 2008 which grantor agrees to pay.

The grantor(s) 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.

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



James C. Saccomano
STATE OF COLORADO)
County of Adams)

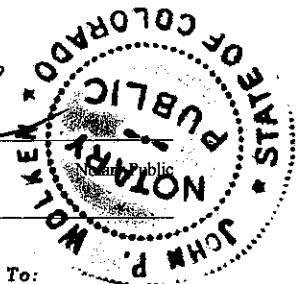

Pauline Saccomano

The foregoing instrument was acknowledged before me this 25th day of September, 2007, by Pauline Saccomano and James C. Saccomano.

Witness my hand and official seal.

My commission expires: 3 Nov. 2008





X After Recording, Please Mail To:
Adams County Public Works
12200 N. Pecos St. 3rd Floor
Westminster, CO 80234
Attn: Right of Way Agent

EXHIBIT "A"
TO WARRANTY DEED
BETWEEN
PAULINE SACCOMANO AND JAMES C. SACCOMANO
AND
THE COUNTY OF ADAMS, STATE OF COLORADO

A parcel of land dedicated as Right-of-Way located in a portion of Lot E of Skeel Ranch, a subdivision in the Southwest Quarter of Section 35, Township 2 South, Range 68 West, of the 6th Principal Meridian, County of Adams, State of Colorado, more particularly described as follows:

Commencing at the West Quarter Corner of said Section 35; thence South 00°03'13" East on an assumed bearing, along the West line of said Southwest Quarter a distance of 506.09 feet; thence North 89°39'30" East, a distance of 50.00 feet, to a point on the East line of a parcel of land described in the deed recorded February 23, 2005 in the Office of the Adams County Clerk and Recorder in Document 20050223000182660, also being the True Point of Beginning; thence continuing North 89°39'30" East, a distance of 8.00 feet; thence South 00°03'13" East, along a line parallel with, 58.00 feet East of and measured perpendicular to the West line of said Southwest Quarter, a distance of 65.00 feet, to a point on the South line of a parcel of land described in the deed recorded February 1, 1973 in the Office of the Adams County Clerk and Recorder in Book 1843 at Page 851 under Reception No. 988818, said point also being on the West most North line of Saccomanno Subdivision; thence South 89°39'30" West, along the South line of said parcel described in Book 1843 at Page 851 being as well along the West most North line of Saccomanno Subdivision, a distance of 8.00 feet to the Southeast corner of said parcel described in Document 20050223000182660, also being the West most Northwest corner of Lot 1 of Saccomanno Subdivision; thence North 00°03'13" West, along the East line of said parcel described in Document 20050223000182660 parallel with, 50.00 feet East of and measured perpendicular to the West line of said Southwest Quarter, a distance of 65.00 feet, to the True Point of Beginning.

Contains 520 square feet or 0.012 acres more or less.

Legal description prepared by John P. Wolken, Adams County Public Works Department, 12200 North Pecos Street, Westminster, Colorado 80234, based on two deeds both recorded in the Office of the Adams County Clerk and Recorder one recorded February 23, 2005 in Document 20050223000182660 the other recorded February 1, 1973 in Book 1843 at Page 851 under Reception No. 988818.

EXHIBIT "A"

TO WARRANTY DEED BETWEEN
THOMAS F. ADDUCCI & CAROLE L. ADDUCCI
AND
THE COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 2
(WITHIN ADAMS COUNTY PARCEL #0171934100024)

LEGAL DESCRIPTION:

A PARCEL OF LAND DEDICATED AS RIGHT-OF-WAY LOCATED IN A PORTION OF A ADDUCCI/PUGNETTI EXEMPTION FROM SUBDIVISION, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34 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 EAST QUARTER CORNER OF SAID SECTION 34, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 34 BEARS SOUTH 00°03'13" EAST, WITH ALL BEARINGS HEREON RELATIVE THERETO, THENCE SOUTH 89°49'40" WEST, A DISTANCE OF 50.00 FEET, TO A POINT ON THE EASTERLY LINE OF PARCEL A, ADDUCCI/PUGNETTI EXEMPTION FROM SUBDIVISION, SAID LINE ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF NORTH WASHINGTON STREET; THENCE SOUTH 00°03'13" EAST, ALONG THE SAID LINE, A DISTANCE OF 103.34 FEET; THENCE CONTINUING ALONG SAID LINE, SOUTH 00°03'13" EAST, A DISTANCE OF 25.00 FEET, TO THE SOUTHEAST CORNER OF SAID PARCEL A, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 76TH AVENUE; THENCE NORTH 82°52'07" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID PARCEL A, A DISTANCE OF 25.00 FEET; THENCE NORTH 48°32'02" EAST, A DISTANCE OF 33.07 FEET, TO THE POINT OF BEGINNING.

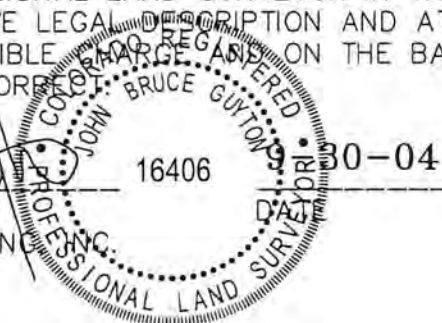
SAID PARCEL CONTAINING 310 SQUARE FEET MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, JOHN B. GUYTON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF IS CORRECT.



JOHN B. GUYTON P.L.S. 16406
PRESIDENT, FLATIRONS SURVEYING



FSI JOB NO. 03-41,530-12-ROW
DRAWN BY: K. CLIFFORD
OCTOBER 13, 2003



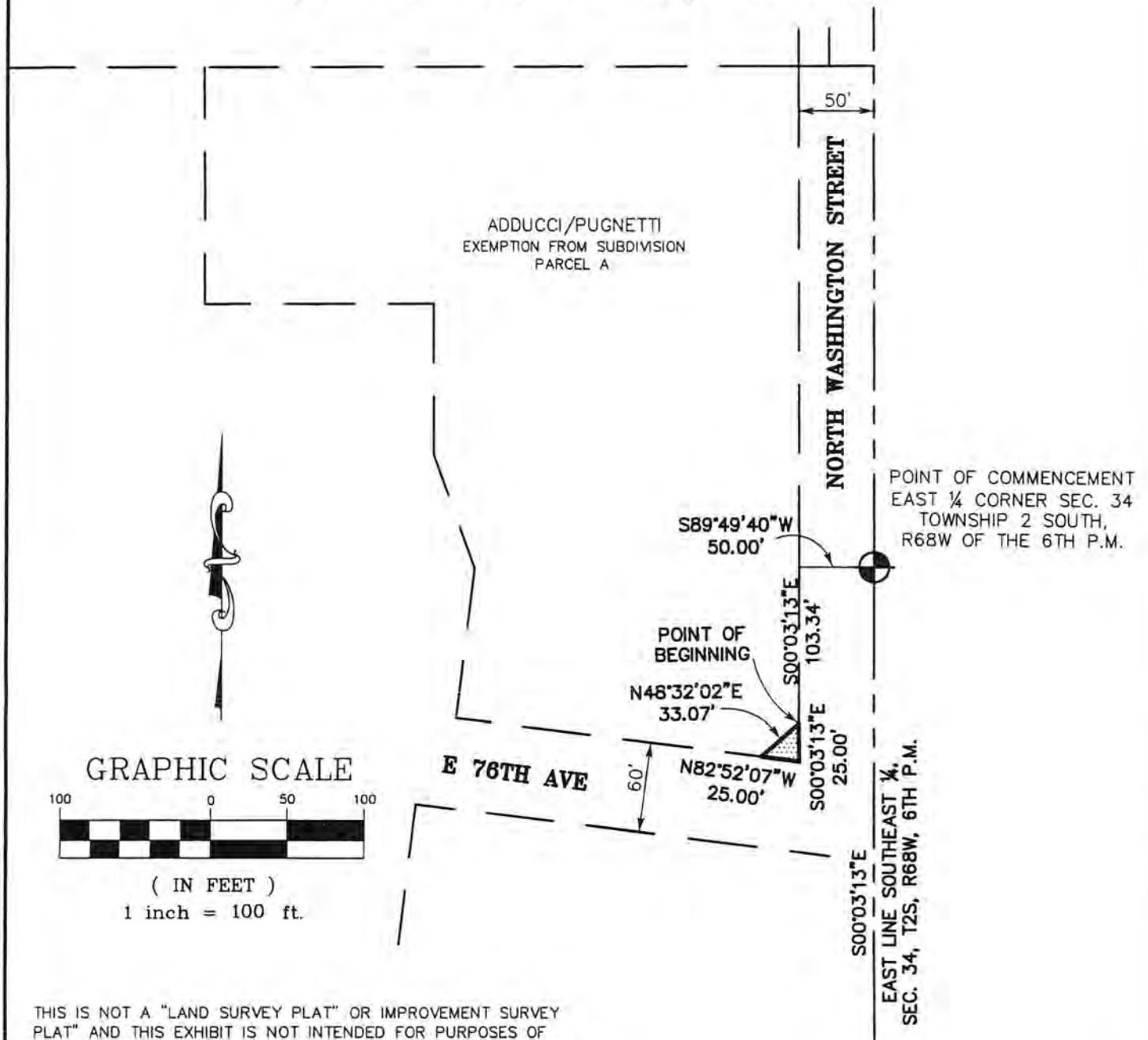
Flatirons Surveying, Inc.

5717 ARAPAHOE ROAD
BOULDER, CO 80303
PH: (303) 443-7001
FAX: (303) 443-9830

655 FOURTH AVENUE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355

EXHIBIT "A"

TO WARRANTY DEED BETWEEN
 THOMAS F. ADDUCCI & CAROLE L. ADDUCCI
 AND
 THE COUNTY OF ADAMS, STATE OF COLORADO
 SHEET 2 OF 2
 (WITHIN ADAMS COUNTY PARCEL #0171934100024)



THIS IS NOT A "LAND SURVEY PLAT" OR IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. THIS EXHIBIT IS INTENDED TO DEPICT THE ACCOMPANYING PARCEL DESCRIPTIONS. RECORD INFORMATION SHOWN HEREON IS BASED ON TITLE DOCUMENTS PROVIDED BY CLIENT.

FSI JOB NO. 03-41,530-12-ROW
 DRAWN BY: K. CLIFFORD
 OCTOBER 13, 2003



Flatirons Surveying, Inc.

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655 FOURTH AVENUE
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 PH: (303) 776-1733
 FAX: (303) 776-4355

PERSONAL REPRESENTATIVE'S DEED
(Sale)

20050429000455430 Adams Co 1/3
04/29/2005 01:40:05PM \$.00
Carol Snyder, Clerk \$.00

THIS DEED is made by LINETTE MAE BROZOVICH
as Personal Representative of the Estate of ALBERT L. SACCOMANO
deceased, Grantor, to THE COUNTY OF ADAMS, STATE OF COLORADO, a body politic
Grantee, whose legal address is 450 SOUTH 4TH AVE., BRIGHTON, COLORADO 80601

of the _____ *County of ADAMS, State of COLORADO.

WHEREAS, the decedent died on the date of SEPTEMBER 29, 2003 and Grantor was duly appointed Personal Representative of said Estate by the DISTRICT Court in and for the _____ *County of ADAMS, State of Colorado, Probate No. 03-PR-537, on the date of OCTOBER 21, 2003 and is now qualified and acting in said capacity.

NOW, THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby sell and convey unto Grantee, ** for and in consideration of ONE THOUSAND TWO HUNDRED FIFTY Dollars (\$ 1,250.00), an undivided 1/2 interest to the following described real property situate in the _____ County of ADAMS, State of Colorado:

LEGAL DESCRIPTION AS SET FORTH IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE

also known by street and number as:
assessor's schedule or parcel number:

With all appurtenances.
As used herein, the singular includes the plural and the plural the singular.

Executed _____


Linette Mae Brozovich, Personal Representative of the Estate of Albert L. Saccomano, Deceased

STATE OF COLORADO)
City COUNTY OF Denver) ss.

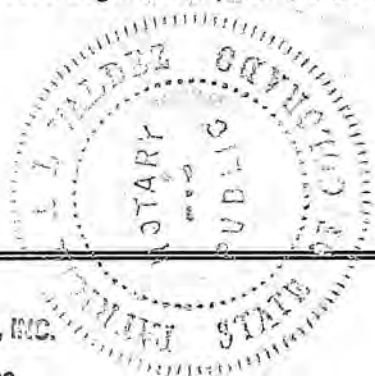
The foregoing instrument was acknowledged before me this 29th day of April, 2005, by Linette Mae Brozovich, as Personal Representative of the Estate of Albert L. Saccomano, Deceased.


Witness my hand and office seal.
My commission expires: 11/11/2009


Notary Public

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

*Insert "City and" where applicable.
**Strike as required.



Return to: 

H.C. PECK & ASSOCIATES, INC.
P.O. BOX 480306
DENVER, CO 80248-0306

2-1-03

EXHIBIT "A"

TO WARRANTY DEED BETWEEN
ALBERT L. & JOSEPH D. SACCOMANO
AND
THE COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 2
(WITHIN ADAMS COUNTY PARCEL #0171934401021)

LEGAL DESCRIPTION:


A PARCEL OF LAND DEDICATED AS RIGHT-OF-WAY LOCATED IN A PORTION OF HUGHES INDUSTRIAL PARK AMENDED PLAT, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, 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 SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 34, THENCE NORTH 00°03'13" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 34, WITH ALL BEARINGS HEREON RELATIVE THERETO, A DISTANCE OF 30.00 FEET; THENCE SOUTH 89°50'47" WEST, A DISTANCE OF 55.00 FEET, TO THE SOUTHEAST CORNER OF LOT 8, HUGHES INDUSTRIAL PARK AMENDED PLAT, SAID POINT ALSO BEING THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF NORTH WASHINGTON STREET AND THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 74TH AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 89°50'47" WEST, ALONG THE SOUTH LINE OF SAID LOT 8, SAID LINE ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 74TH AVENUE, A DISTANCE OF 40.00 FEET; THENCE NORTH 63°06'59" EAST, A DISTANCE OF 44.46 FEET, THENCE SOUTH 00°59'06" EAST, ALONG THE EASTERLY LINE OF SAID LOT 8, SAID LINE ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF NORTH WASHINGTON STREET, A DISTANCE OF 20.00 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 400 SQUARE FEET MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, JOHN B. GUYTON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF IS CORRECT.



JOHN B. GUYTON P.L.S. 16406
PRESIDENT, FLATIRONS SURVEYING, INC.

16406

30-04

FSI JOB NO. 03-41,530-9-ROW
DRAWN BY: K. CLIFFORD
OCTOBER 13, 2003



Flatirons Surveying, Inc.

5717 ARAPAHOE ROAD
BOULDER, CO 80303
PH: (303) 443-7001
FAX: (303) 443-9830

655 FOURTH AVENUE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355

EXHIBIT "A"

TO WARRANTY DEED BETWEEN
ALBERT L. & JOSEPH D. SACCOMANO

AND

THE COUNTY OF ADAMS, STATE OF COLORADO

SHEET 2 OF 2

(WITHIN ADAMS COUNTY PARCEL #0171934401021)



GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°03'13"W	30.00'
L2	S89°50'47"W	55.00'
L3	S89°50'47"W	40.00'
L4	N63°06'59"E	44.46'
L5	S00°59'06"E	20.00'

HUGHES INDUSTRIAL PARK
AMENDED PLAT
LOTS 7 & 8

E 74TH AVE

EAST LINE NE¼, SE¼, SEC. 34
S00°03'13"E 1317.32'

N. WASHINGTON ST

POINT OF COMMENCEMENT
SE COR, NE¼, SE¼, SEC. 34
TOWNSHIP 2 SOUTH,
R68W OF THE 6TH P.M.

THIS IS NOT A "LAND SURVEY PLAT" OR IMPROVEMENT SURVEY
PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF
TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. THIS EXHIBIT IS
INTENDED TO DEPICT THE ACCOMPANYING PARCEL DESCRIPTIONS.
RECORD INFORMATION SHOWN HEREON IS BASED ON TITLE
DOCUMENTS PROVIDED BY CLIENT.

FSI JOB NO. 03-41,530-9-ROW
DRAWN BY: K. CLIFFORD
OCTOBER 13, 2003



Flatirons Surveying, Inc.

5717 ARAPAHOE ROAD
BOULDER, CO 80303
PH: (303) 443-7001
FAX: (303) 443-9830

655 FOURTH AVENUE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 20, 2018
SUBJECT: Acceptance of Warranty Deed from Dale W. Ness, Cynthia L. Ness, William W. Turner, Jr., Sharon Turner, Dennis L. Zabel and Tonja N. Zabel
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the Warranty Deed by resolution

BACKGROUND:

Adams County is acquiring property in conjunction with a building permit for 5565 Dacono Court, located in the North Half of Section 15, Township 3 South, Range 61 West of the 6th Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney, and Adams County Board of County Commissioners

ATTACHED DOCUMENTS:

Warranty Deed
Draft Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Draft Resolution

**BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION ACCEPTING A WARRANTY DEED FROM DALE W. NESS, CYNTHIA
L. NESS, WILLIAM W. TURNER, JR., SHARON TURNER, DENNIS L. ZABEL AND
TONJA N. ZABEL TO ADAMS COUNTY CONVEYING PROPERTY FOR RIGHT-OF-
WAY PURPOSES**

Resolution 2018-

WHEREAS, Adams County received a Warranty Deed in 2005 for right-of-way dedication for East 56th Avenue right-of way and Dacono Court right-of-way south of East 56th Avenue in conjunction with a building permit for 5565 Dacono Court, located in the North Half of Section 15, Township 3 South, Range 61 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from Dale W. Ness, Cynthia L. Ness, William W. Turner, Jr., Sharon Turner, Dennis L. Zabel and Tonja N. Zabel, as recorded at the Adams County Clerk and Recorder's Office at Reception Number 20050209000136480.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from Dale W. Ness, Cynthia L. Ness, William W. Turner, Jr., Sharon Turner, Dennis L. Zabel and Tonja N. Zabel, a copy of which has been duly recorded, is hereby accepted by Adams County.

NO REAL PROPERTY
TRANSFER DECLARATION
ACCOMPANIED THIS DOCUMENT



20050209000135480 Adams Co 1/3
02/09/2005 07:40:36AM \$.00
Carol Snyder, Clerk \$.00

WARRANTY DEED

THIS DEED, dated this 3rd day of February 2005, between
DALE W. NESS, CYNTHIA L. NESS, WILLIAM W. TURNER, JR., SHARON TURNER, DENNIS L. ZABEL and TONJA N. ZABEL, of the County of Adams and State of Colorado, grantor(s), and The County of Adams, State of Colorado, whose legal address is 450 South 4th Avenue, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for 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, access and utility easements, 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 Dacono Court south of East 56th Avenue.

Also known by street and number as: Vacant Land

Assessor's schedule or parcel number: part of 1811-15-2-00-001,002,003,004

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 themselves, their heirs and personal representatives, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensembling and delivery of these presents, they are well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2005 taxes due in 2006 which grantor agrees to pay.

The grantor(s) 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.

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

Cynthia L. Ness
Cynthia L. Ness

Dale W. Ness
Dale W. Ness

Sharon Turner
Sharon Turner

William W. Turner, Jr.
William W. Turner, Jr.

Tonja N. Zabel
Tonja N. Zabel

Dennis L. Zabel
Dennis L. Zabel

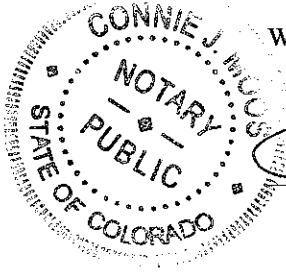
Return to Adams County Public Works
12200 W. Paces St. 3rd Floor
Westminster, CO 80034
Attn: John Albrecht

3
1
3

STATE OF COLORADO)
) ss
County of Adams)

The foregoing instrument was acknowledged before me this 3rd day of February, 2005, by Dale W. Ness and Cynthia L. Ness.

Witness my hand and official seal.



[Signature]
Notary Public

My commission expires:

3-13-08
FIRST NATIONAL BANK
BYERS OFFICE
P. O. BOX 295
BYERS, CO 80103

STATE OF COLORADO)
) ss
County of Adams)

The foregoing instrument was acknowledged before me this 5th day of February, 2005, by William W. Turner, Jr. and Sharon Turner.

Witness my hand and official seal.

[Signature: Lois Bendele]
Notary Public

My commission expires:

Notary Public
P.O. Box 536
Strasburg, CO 80136
My Commission Expires
8-11-2007

STATE OF COLORADO)
) ss
County of Adams)

The foregoing instrument was acknowledged before me this 5th day of February, 2005, by Dennis L. Zabel and Tonja N. Zabel

Witness my hand and official seal.

[Signature: Lois Bendele]
Notary Public

My commission expires:

Notary Public
P.O. Box 536
Strasburg, CO 80136
My Commission Expires
8-11-2007

EXHIBIT "A"
TO
WARRANTY DEED
BETWEEN
DALE W. NESS, CYNTHIA L. NESS, WILLIAM W. TURNER, JR.,
SHARON TURNER, DENNIS L. ZABEL and TONJA N. ZABEL
AND
THE COUNTY OF ADAMS, STATE OF COLORADO

East 56th Avenue:

That part of the North Half of Section 15, Township 3 South, Range 61 West of the Sixth Principal Meridian, Adams County, State of Colorado being more particularly described as:

The North 40.00 feet of the East 2,689.15 feet of said Section 15.

AND

Dacono Court

That part of the North Half of Section 15, Township 3 South, Range 61 West of the Sixth Principal Meridian, Adams County, State of Colorado being more particularly described as:

A 60.00 foot wide road right-of-way and a 75.00 foot radius cul-de-sac, located in the North Half of said Section 15, whose centerline and radius center point is more particularly described as:

Commencing at the Northwest Corner of the North Half of said Section 15 and considering the North line of said Section 15 to bear North 90°00'00" East with all bearings contained herein relative thereto; thence North 90°00'00" East along said North line a distance of 2,563.33 feet to the True Point of Beginning; thence South 25°03'21" West on said centerline a distance of 1,799.46 feet to the central radius point of the 75.00 foot radius cul-de-sac and the Point of Terminus.

Legal description prepared by John P. Wolken, Adams County Public Works Department, 12200 North Pecos Street, Westminster, Colorado 80234, based on the legal description in the Land Survey Plat prepared by Keith Westfall with High Plains Survey Company, 345 Comanche Street, P. O. Box 773, Kiowa, Colorado 80117.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 20, 2018
SUBJECT: Acceptance of Special Warranty Deed from GSL/Brush LLC
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the Special Warranty Deed by resolution

BACKGROUND:

Adams County is acquiring property in conjunction with a 35-acre development, located in the Southwest Quarter of Sections 35, Township 1 South, Range 67 West of the 6th Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney, and Adams County Board of County Commissioners

ATTACHED DOCUMENTS:

Special Warranty Deed
Draft Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Draft Resolution

**BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION ACCEPTING A SPECIAL WARRANTY DEED FROM GSL/BRUSH,
LLC TO ADAMS COUNTY CONVEYING PROPERTY FOR RIGHT-OF-WAY
PURPOSES**

Resolution 2018-

WHEREAS, Adams County has received a Warranty Deed in 2011 for right-of-way dedication for E 120th Place east of Havana Street in conjunction with a 35-acre development Project located within the Southwest Quarter of Section 35, Township 1 South, Range 67 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from GSL/Brush LLC, as recorded at the Adams County Clerk and Recorder's Office at Reception Number 2011000030387.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Special Warranty Deed received from GSL/Brush LLC, a copy of which has been duly recorded, is hereby accepted by Adams County.

RECORDED AS RECEIVED

RECEIPTION# 2011000030387
CREATED 011 at 09:35:16 AM 1 OF 6
FD Fgs 0 Doc Type EPWTY
Kalen Long, Adams County, CO

SPECIAL WARRANTY DEED

THIS DEED, dated this 3rd day of May 2011, between **GSL/Brush, LLC**, an Illinois limited liability company, whose legal address is 4131 S. State Street, County of Cook, and State of Illinois, 60609 grantor, and **THE COUNTY OF ADAMS, State of Colorado**, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has 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 E 120th Place east of Havana Street
Also known by street and number as: Vacant Land
Assessor's schedule or parcel numbers: part of 0-1571-35-3-01-001

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 appurtenances, unto the grantee(s), its successors and assigns forever. The grantor, for itself, its successors and assigns, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the title only unto the Grantee, its successors and assigns 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 claiming, the whole or any part thereof, by, through or under the Grantor, but none other, except for the prescriptive right-of-way of the Fulton Ditch and any and all rights of the Fulton Irrigating Ditch Company, its successors and assigns, related thereto, any and all liens, encumbrances and restrictions of record, 2010 taxes due and payable in 2011 and 2011 taxes due and payable in 2012 which Grantor agrees to pay.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

GSL/Brush, LLC, an Illinois Limited Liability Company

Manager

COLORADO)
STATE OF ILLINOIS)
Denver) ss
County of Cook)

The foregoing instrument was acknowledged before me this 3rd day of May, 2011, by Jim Newman, manager for GSL/Brush, LLC, an Illinois Limited Liability Company

WITNESS my hand and official seal.

My commission expires: 12/26/14

Lenette R. Wallace



Notary Public

After Recording, Please Mail To:

Name and Address of Person Creating Newly Created Legal Description (§38-35-106.5, C.R.S.)
No. 932, Rev. 3-98. WARRANTY DEED (For Photographic Record)

Adams County Public Works
4430 S. Adams County Parkway
Suite W2000B, 1st Floor
Brighton, CO 80601-8218

6
1
2

X

X

EXHIBIT "A"
TO
WARRANTY DEED
BETWEEN
GSL/Brush, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY
AND
THE COUNTY OF ADAMS, STATE OF COLORADO

Right-of-Way Exhibit

JOB #1179-210-070

5-04-2011

FILE: 2090-final ease-bndry ROW.doc

A parcel of land located in the Southwest One-Quarter of Section 35, Township 1 South, Range 67 West of the Sixth Principal Meridian, County of Adams, State of Colorado, being a portion of Lot 1, Corrigan Subdivision recorded in file 18, Map 786, Reception No. C1045976 of the Adams County public records more particularly described as follows:

Basis of bearings: Bearings are based on the assumption that the South line of the Southwest One-Quarter of said Section 35 bears N89°36'38"E and Monumented as follows:

-The Southwest Corner of Section 35 being a 2.5" Aluminum Cap in Range Box, P.L.S. 24305.

-The South Quarter Corner of Section 35, a 70 foot Witness Corner being a 3.25" Brass Cap in Range Box, P.L.S. 25037.

Commencing at the Southwest Corner of Section 35;

Thence N 89°36'38" E along the said South line of the Southwest Quarter of Section 35, a distance of 77.66 feet;

Right-of-Way Exhibit

JOB #1179-210-070

5-04-2011

FILE: 2090-final ease-bndry ROW.doc

Thence N 00°23'22" W, a distance of 70.00 feet to the Northerly Right-of-Way line of East 120th Avenue and the Southerly line of said Lot 1 and the **Point of Beginning**;

Thence N 21°01'43" W, a distance of 17.34 feet;

Thence along the arc of a curve to the **Right** having a radius of 70.00 feet, a central angle of 110°08'39", an arc length of 134.57 feet, the chord of which bears N 34°02'36" E, and a chord length of 114.78 feet;

Thence N 89°06'55" E, a distance of 440.71 feet;

Thence along the arc of a curve to the **Left** having a radius of 270.00 feet, a central angle of 14°47'38", an arc length of 69.71 feet, the chord of which bears N 81°43'06" E, and a chord length of 69.52 feet;

Thence along the arc of a curve to the **Right** having a radius of 5276.50 feet, a central angle of 3°52'41", an arc length of 357.14 feet, the chord of which bears N 76°15'38" E, and a chord length of 357.08 feet;

Thence along the arc of a curve to the **Left** having a radius of 270.00 feet, a central angle of 31°49'12", an arc length of 149.95 feet, the chord of which bears N 62°17'23" E, and a chord length of 148.03 feet;

Thence N 46°22'47" E, a distance of 93.46 feet;

Thence along the arc of a curve to the **Right** having a radius of 380.00 feet, a central angle of 44°20'33", an arc length of 294.09 feet, the chord of which bears N 68°33'04" E, and a chord length of 286.81 feet;

Thence S 89°16'40" E, a distance of 22.58 feet to a point on the Easterly line of said Lot 1, said line also being the centerline of Fulton Ditch;

Right-of-Way Exhibit

JOB #1179-210-070

5-04-2011

FILE: 2090-final ease-bndry ROW.doc

Thence S 27°59'51" W, along said Easterly Line of Lot 1 and said Centerline of Fulton Ditch a distance of 59.87 feet ;

Thence S 70°57'39" E continuing along said Easterly Line of Lot 1 a distance of 23.04 feet;

Thence leaving said Easterly Line of Lot 1 along the arc of a curve to the **Left** having a radius of 320.00 feet, a central angle of 47°23'26", an arc length of 264.68 feet, the chord of which bears S 70°04'29" W, and a chord length of 257.20 feet;

Thence S 46°22'47" W, a distance of 93.46 feet;

Thence along the arc of a curve to the **Right** having a radius of 330.00 feet, a central angle of 31°49'12", an arc length of 183.27 feet, the chord of which bears S 62°17'23" W, and a chord length of 180.92 feet to a point on the Northerly Right-of-Way line of a future fly over;

Thence along the Northerly Right-of-Way line of said fly over as described in the deed recorded under reception number C1188505 of the Adams County public records along the arc of a curve to the **Left** having a radius of 5216.50 feet, a central angle of 4°02'12", an arc length of 367.53 feet, the chord of which bears S 76°10'53" W, and a chord length of 367.45 feet;

Thence along the arc of a curve to the **Right** having a radius of 330.00 feet, a central angle of 15°21'18", an arc length of 88.44 feet, the chord of which bears S 81°50'25" W, and a chord length of 88.17 feet;

Thence S 89°31'04" W, a distance of 354.11 feet;

Thence along the arc of a curve to the **Left** having a radius of 50.00 feet, a central angle of 89°57'59", an arc length of 78.51 feet, the chord of which bears S 44°32'05" W, and a chord length of 70.69 feet to a point on said Northerly Right-of-Way line of East 120th Avenue and the South Line of said Lot 1;

Right-of-Way Exhibit

JOB #1179-210-070

4-11-2011

FILE: 2090-final ease-bndry ROW.doc

Thence S 89°36'38" W along said Northerly Right-of-Way line of East 120th Avenue and said South Line of Lot 1, a distance of 78.85 feet to the **Point of Beginning**;

Containing an area of 94,046 gross square feet or 2.1590 Acres, more or less.

Note: this description does not represent a Monumented Land Survey, this description is intended only to describe the attached exhibit.

I, Christopher H. Mcelvain, a Surveyor Licensed in the State of Colorado, do hereby certify that the above description was prepared by me or under my direct supervision and checking.

Christopher H. Mcelvain, P.L.S. No. 36561

For and on Behalf of:

Jehn Engineering

5690 Webster Street

Arvada, CO 80002



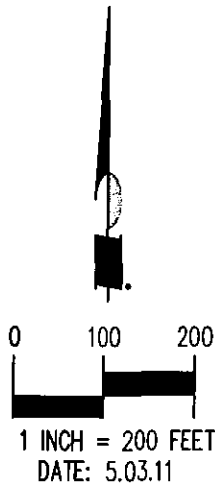
j:\1179\202-090\survey\final plat 2011\2090-final ease-bndry row.doc

GRAPHIC EXHIBIT

SHEET 5 OF 5

CORRIGAN SUBDIVISION

WEST LINE OF THE SW 1/4 OF SECTION 35



LOT 1

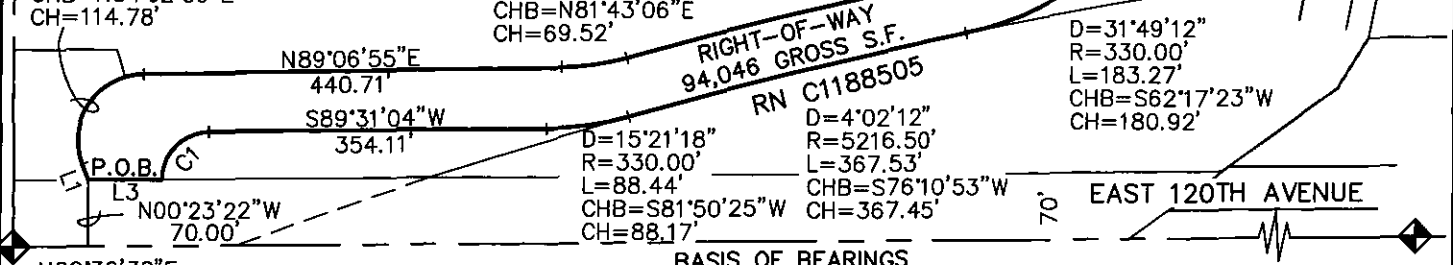
D=44°20'33"
 R=380.00'
 L=294.09'
 CHB=N68°33'04"E
 CH=286.81'

D=31°49'12"
 R=270.00'
 L=149.95'
 CHB=N62°17'23"E
 CH=148.03'

D=3°52'41"
 R=5276.50'
 L=357.14'
 CHB=N76°15'38"E
 CH=357.08'

D=14°47'38"
 R=270.00'
 L=69.71'
 CHB=N81°43'06"E
 CH=69.52'

D=110°08'39"
 R=70.00'
 L=134.57'
 CHB=N34°02'36"E
 CH=114.78'



D=31°49'12"
 R=330.00'
 L=183.27'
 CHB=S62°17'23"W
 CH=180.92'

D=15°21'18"
 R=330.00'
 L=88.44'
 CHB=S81°50'25"W
 CH=88.17'

D=4°02'12"
 R=5216.50'
 L=367.53'
 CHB=S76°10'53"W
 CH=367.45'

BASIS OF BEARINGS
 SOUTH LINE OF THE SW 1/4 OF SECTION 35
 N89°36'38"E 2646.12'

70' W.C. TO S 1/4
 SEC. 35, T1S, R67W
 FND. 3-1/4" BRASS
 CAP IN R.B., PLS 25037

POINT OF COMMENCEMENT
 SOUTHWEST CORNER
 SEC. 35, T1S, R67W
 FND. 2-1/2" ALUM. CAP
 IN R.B., PLS 24305

LINE TABLE		
LINE	BEARING	LENGTH
L1	N21°01'43"W	17.34'
L2	S27°59'51"W	74.07'
L3	S89°36'38"W	78.85'
L4	S89°16'40"E	22.58'
L5	S27°59'51"W	59.87'
L6	S70°57'39"E	23.04'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CH BEARING	CH LENGTH
C1	89°57'59"	50.00'	78.51'	S44°32'05"W	70.69'
C2	47°23'26"	320.00'	264.68'	S70°04'29"W	257.20'

NOTE:
 THIS IS NOT A LAND SURVEY PLAT OR IMPROVEMENT
 SURVEY PLAT. NO MONUMENTS WERE SET FOR THE
 PREPARATION OF THE ATTACHED LEGAL DESCRIPTION.

J:\1179\202-090\SURVEY\Final Plat 2011\2090-final-ease-bndry ROW.dwg



JēHN

ENGINEERING

5690 WEBSTER STREET
 ARVADA, CO 80002
 PH. (303) 423-6036 FAX (303) 467-9438
 WWW.JEHNENGINEERING.COM

TITLE: GRAPHIC EXHIBIT TO WARRANTY DEED

LOCATION: A PORTION OF LOT 1, CORRIGAN SUB.,
 S 1/2 SEC. 35, T1S, R67W, 6TH PM
 COUNTY OF ADAMS, STATE OF COLORADO
 94,046 GROSS S.F.

SCALE: 1" = 200' 5.03.2011 2090-final-ease-bndry ROW.dwg



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 20, 2018
SUBJECT: Acceptance of Warranty Deed from Dale L. Arnold and Bonnie L. Arnold
FROM: Jeffery Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the Warranty Deed by resolution

BACKGROUND:

Adams County is acquiring property in conjunction with a 35-acre development, located in the East half of the East Half of Section 2, Township 2 South, Range 62 West and the East Half of Sections 35, 26 and 23, Township 1 South, Range 62 West of the 6th Principal Meridian. The attached resolution will allow the County to accept the right-of-way dedication.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney, and Adams County Board of County Commissioners

ATTACHED DOCUMENTS:

Warranty Deed
Draft Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Draft Resolution

**BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION ACCEPTING A WARRANTY DEED FROM DALE L. ARNOLD AND
BONNIE L. ARNOLD TO ADAMS COUNTY CONVEYING PROPERTY FOR RIGHT-
OF-WAY PURPOSES**

Resolution 2018-

WHEREAS, Adams County has received a Warranty Deed in 2001 for right-of-way dedication for Pass Me By Mile Road, 112th Avenue, Nordbye Street, 114th Avenue and 144th Avenue in conjunction with a 35-acre development Project located within the East Half of the East Half of Section 2, Township 2 South, Range 62 West and the East Half of Sections 35, 26 and 23, Township 1 South, Range 62 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Adams County wishes to formally accept in accordance with C.R.S. § 30-28-110 and C.R.S. § 43-2-201(1) (a) the property acquired from Dale L. Arnold and Bonnie L. Arnold, as recorded at the Adams County Clerk and Recorder's Office at Reception Number 2001030879645.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed received from Dale L. Arnold and Bonnie L. Arnold, a copy of which has been duly recorded, is hereby accepted by Adams County.

H

WARRANTY DEED

THIS DEED, dated this 8 day of January 2001
between Dale L. Arnold and Bonnie L. Arnold

of the said * County of Adams and State of
Colorado, grantor(s) and
The County of Adams, State of Colorado

whose legal address is 450 South 4th Avenue
Brighton, Colorado 80601

of the said County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of
good and valuable consideration DOLLARS,
the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents
do th 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:

also known by street and number as: Dedicated for Pass Me By Mile Road between 112th and E.144th Ave.
assessor's schedule or parcel number:

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
heirs and assigns forever. The grantor(s), for themselves, their heirs and personal representatives, do th
covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensembling and delivery
of these presents, they are well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeas-
ible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same
in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes,
assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests
if any and except 2000 taxes due in 2001 which grantor agrees to pay.

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable posses-
sion of the grantee(s), its successors and assigns, against all and every person or persons lawfully claiming the whole or any part
thereof.

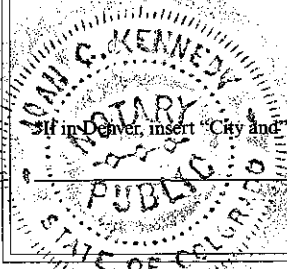
IN WITNESS WHEREOF, the grantor(s) have executed this deed on the date set forth above.

Bonnie L. Arnold
Bonnie L. Arnold

Dale L. Arnold
Dale L. Arnold

STATE OF COLORADO
County of Adams-Arapahoe } ss.

The foregoing instrument was acknowledged before me this 8th day of January 2001
by Dale L. Arnold and Bonnie L. Arnold



Notary Public
P.O. Box 536
Strasburg, CO 80133
My Commission Expires
08-11-2003

Witness my hand and official seal.
My commission expires:

Joan C. Kennedy
Notary Public

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



WARRANTY DEED BETWEEN DALE L. ARNOLD & BONNIE L. ARNOLD AND THE COUNTY OF ADAMS, STATE OF COLORADO

AMENDED
LEGAL DESCRIPTION ADAMS COUNTY ROAD R.O.W.
PASS ME BY ROAD & 112th AVENUE
NORDBYE STREET & 114th AVENUE

A PART OF THE E.1/2 OF THE E.1/2 OF SECTION 2, T.2S., R.62W. OF THE 6th P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE S.E. CORNER OF SAID SECTION 2, FROM WHENCE THE E.1/4 CORNER OF SECTION 2 BEARS N00°45'11"E A DISTANCE OF 2635.92 FEET;
THENCE S89°51'30"W ALONG SOUTH LINE OF THE S.E.1/4 OF THE S.E.1/4 OF SECTION 2 A DISTANCE OF 1315.80 FEET TO THE E.1/16th CORNER OF SECTIONS 2 & 11;

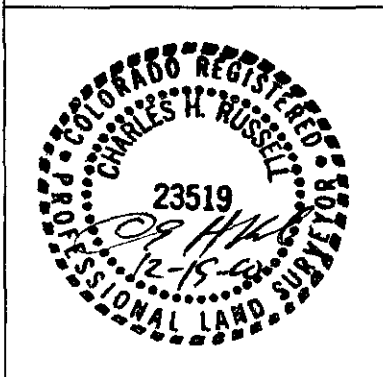
THENCE N00°37'24"E ALONG THE WEST LINE OF THE S.E.1/4 OF THE S.E.1/4 OF SECTION 2 A DISTANCE OF 1133.33 FEET TO A CURVE RIGHT HAVING A DELTA ANGLE OF 88°13'39", WITH A RADIUS OF 205.41 FEET;
THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 316.31 FEET;
THENCE N88°51'03"E ALONG THE NORTH R.O.W. LINE OF 114th AVENUE A DISTANCE OF 907.40 FEET TO A CURVE LEFT, HAVING A DELTA ANGLE OF 88°05'51", WITH A RADIUS OF 157.96 FEET;
THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 242.87 FEET;

THENCE ALONG THE WEST R.O.W. LINE PASS ME BY MILE ROAD THE FOLLOWING TWO (2) COURSES:
1.) N00°45'11"E ALONG A LINE THAT IS 60 FEET WEST AND PARALLEL WITH THE EAST LINE OF THE S.E.1/4 OF SECTION 2 A DISTANCE OF 1128.81 FEET TO THE SOUTH LINE OF THE N.E.1/4 OF SECTION 2;
2.) N00°42'15"E ALONG A LINE THAT IS 60 FEET WEST AND PARALLEL WITH THE EAST LINE OF THE N.E.1/4 OF SECTION 2 A DISTANCE OF 2664.87 FEET TO THE NORTH LINE OF SAID N.E.1/4 OF SECTION 2;
THENCE N89°25'57"E ALONG SAID NORTH LINE A DISTANCE OF 60.00 FEET TO THE N.E. CORNER OF SECTION 2;

THENCE S00°42'15"W ALONG THE EAST LINE OF SAID N.E.1/4 A DISTANCE OF 2665.67 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 2;
THENCE S00°45'11"W ALONG THE EAST LINE OF THE S.E.1/4 OF SECTION 2 A DISTANCE OF 1129.38 FEET TO A CURVE RIGHT HAVING A DELTA ANGLE OF 88°05'51", WITH A RADIUS OF 217.96 FEET;
THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 335.13 FEET;

THENCE S88°51'03"W ALONG THE SOUTH R.O.W. LINE OF 114th AVENUE A DISTANCE OF 907.40 FEET TO A CURVE LEFT HAVING A DELTA ANGLE OF 88°13'39", WITH A RADIUS OF 145.41 FEET;
THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 223.91 FEET;
THENCE S00°37'24"W ALONG THE EAST R.O.W. LINE OF NORDBYE STREET, THAT IS 60 FEET EAST AND PARALLEL WITH THE WEST LINE OF THE S.E.1/4 OF THE S.E.1/4 OF SECTION 2, A DISTANCE OF 1092.52 FEET;
THENCE N89°51'30"E ALONG THE NORTH R.O.W. LINE OF 112th AVENUE THAT IS 40 NORTH AND PARALLEL WITH THE SOUTH LINE OF THE S.E.1/4 OF THE S.E.1/4 OF SECTION 2 A DISTANCE OF 1255.88 FEET TO THE EAST LINE OF THE S.E.1/4 OF SECTION 2;
THENCE S00°45'11"W A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.960 ACRES.

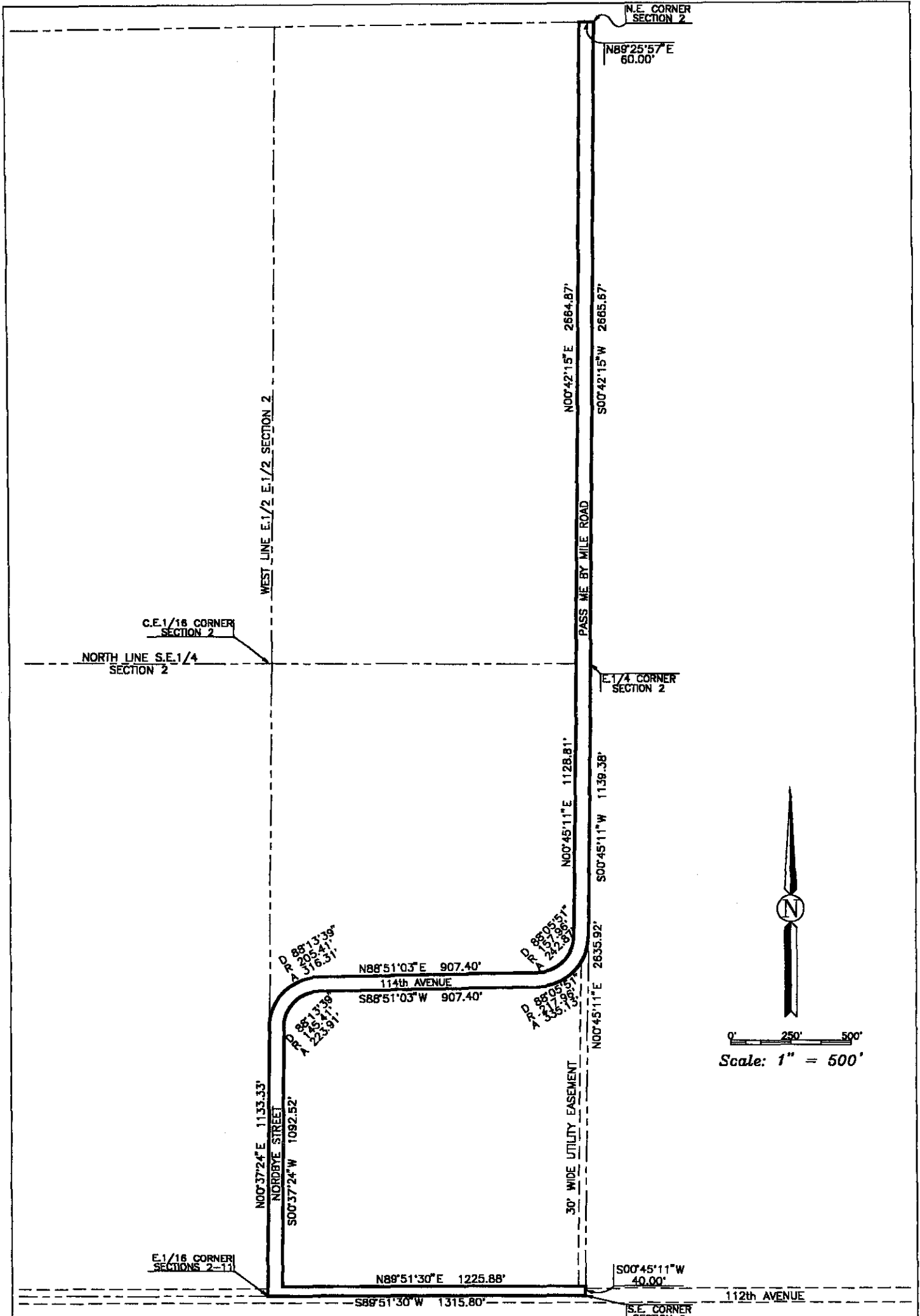


RUSSELL SURVEYING
Have Gun Will Travel
Charles H. Russell, PLS
P.O. Box 1403
Paonia, CO 81428
(970) 527-5404

PASS ME BY MILE ROAD & 112th AVENUE R.O.W.
NORDBYE STREET & 114th AVENUE R.O.W.
LOCATED IN THE E.1/2 OF THE E.1/2 OF SECTION 2
T.2S., R.62W., 6th P.M., ADAMS COUNTY, COLORADO

CLIENT DALE ARNOLD	DATE 12-19-00	JOB NUMBER 00131A	PAGE 1 OF 2
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WARRANTY DEED BETWEEN DALE L. ARNOLD & BONNIE L. ARNOLD AND THE COUNTY OF ADAMS, STATE OF COLORADO



RUSSELL SURVEYING
Have Gun Will Travel
 Charles H. Russell, PLS
 P.O. Box 1403
 Paonia, CO 81428
 (970) 527-5404

PASS ME BY MILE ROAD & 112th AVENUE R.O.W.
 NORDBYE STREET & 114th AVENUE R.O.W.
 LOCATED IN THE E.1/2 OF THE E.1/2 OF SECTION 2
 T.2S., R.62W., 6th P.M., ADAMS COUNTY, COLORADO

CLIENT
 DALE ARNOLD

DATE
 12-19-00

JOB NUMBER
 00131A

PAGE
 2 OF 2

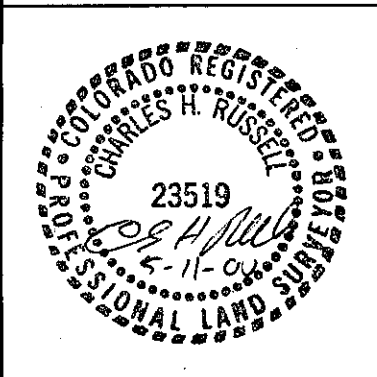
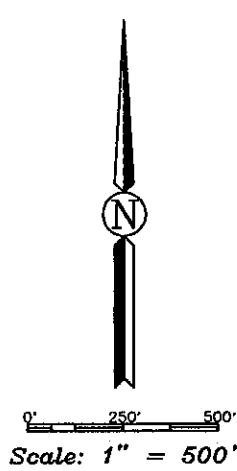
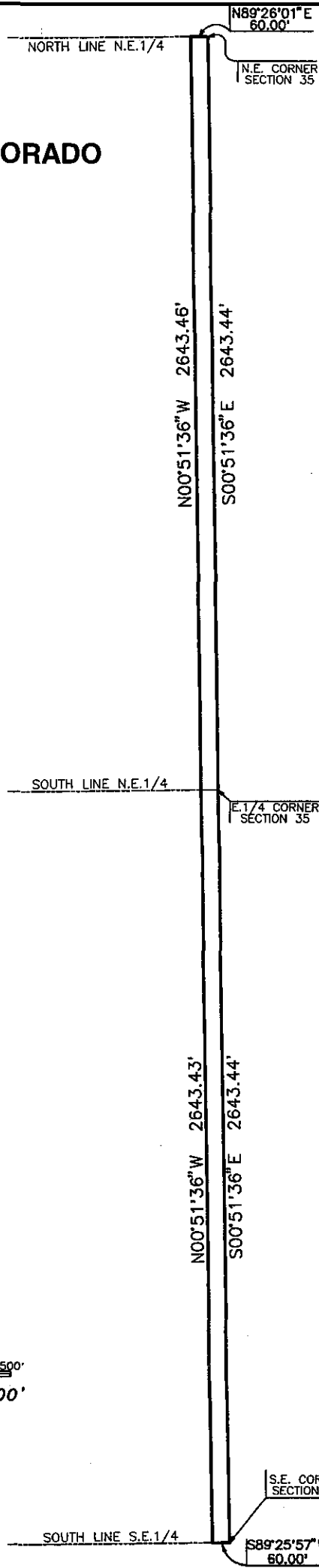
**WARRANTY DEED BETWEEN
DALE L. ARNOLD & BONNIE L. ARNOLD
AND
THE COUNTY OF ADAMS, STATE OF COLORADO**

**LEGAL DESCRIPTION
PASS ME BY ROAD R.O.W.**

THE EAST 60 FEET OF THE E.1/2 OF SECTION 35, T.1S., R.62W. OF THE 6th P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE N.E. CORNER OF SAID SECTION 35;
THENCE S00°51'36"E A DISTANCE OF 2643.44 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 35;
THENCE S00°51'36"E A DISTANCE OF 2643.44 FEET TO THE S.E. CORNER OF SAID SECTION 35;
THENCE S89°25'57"W ALONG THE SOUTH LINE OF THE S.E.1/4 OF SAID SECTION 35 A DISTANCE OF 60.00 FEET;
THENCE N00°51'36"W ALONG A LINE THAT IS 60 FEET WEST AND PARALLEL WITH THE EAST LINE OF THE S.E.1/4 OF SECTION 35 A DISTANCE OF 2643.43 FEET TO THE SOUTH LINE OF THE N.E.1/4 OF SAID SECTION 35;
THENCE N00°51'36"W ALONG A LINE THAT IS 60 FEET WEST AND PARALLEL WITH THE EAST LINE OF THE N.E.1/4 OF SECTION 35 A DISTANCE OF 2643.46 FEET TO THE NORTH LINE OF THE N.E.1/4 OF SAID SECTION 35;
THENCE N89°26'01"E ALONG SAID NORTH LINE A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.28 ACRES.



RUSSELL SURVEYING
Have Gun Will Travel
Charles H. Russell, PLS
P.O. Box 1403
Paonia, CO 81428
(970) 527-5404

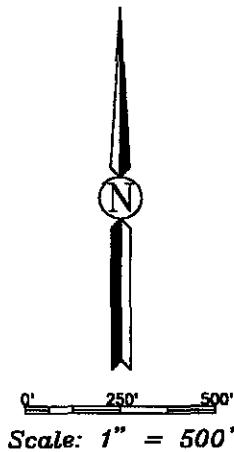
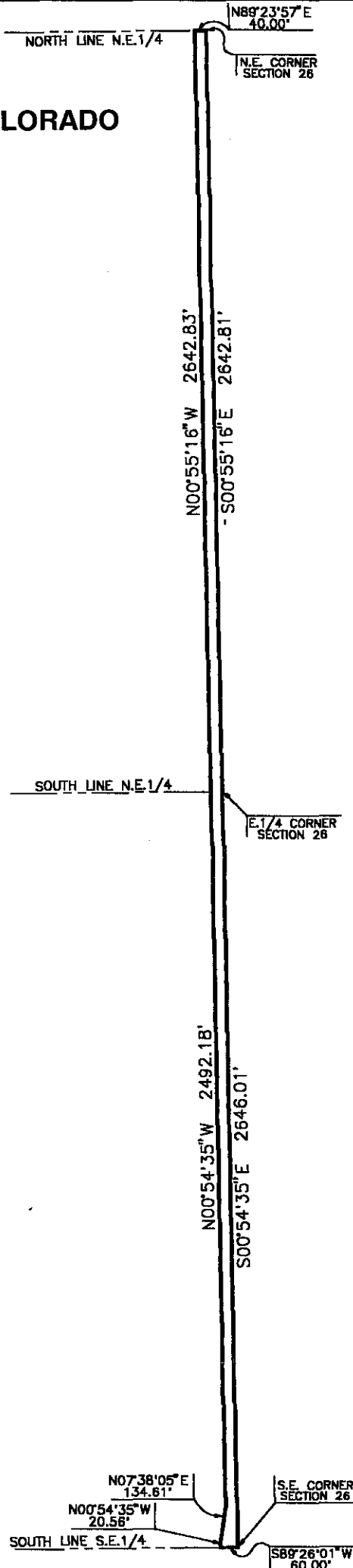
PASS ME BY ROAD R.O.W. LOCATED IN THE E.1/2 OF SECTION 35 T.1S., R.62W., 6th P.M. ADAMS COUNTY, COLORADO			
CLIENT DALE ARNOLD	DATE 05-11-00	JOB NUMBER 00131	PAGE 1 OF 1

**WARRANTY DEED BETWEEN
DALE L. ARNOLD & BONNIE L. ARNOLD
AND
THE COUNTY OF ADAMS, STATE OF COLORADO
AMENDED
LEGAL DESCRIPTION
PASS ME BY ROAD R.O.W.**

A PART OF THE E.1/2 OF SECTION 26,
T.1S., R.62W. OF THE 6th P.M., COUNTY OF
ADAMS, STATE OF COLORADO, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE N.E. CORNER OF SAID
SECTION 26;
THENCE S00°55'16"E A DISTANCE OF 2642.81
FEET TO THE E.1/4 CORNER OF SAID SECTION
26;
THENCE S00°54'35"E A DISTANCE OF 2646.01
TO THE S.E. CORNER OF SAID SECTION 26;
THENCE S89°26'01"W ALONG THE SOUTH LINE
OF THE S.E.1/4 OF SECTION 26 A DISTANCE
OF 60.00 FEET;
THENCE N00°54'35"W A DISTANCE OF 20.56
FEET;
THENCE N07°38'05"E A DISTANCE OF 134.61
FEET;
THENCE N00°54'35"W ALONG A LINE THAT IS
40 FEET WEST AND PARALLEL WITH THE EAST
LINE OF THE S.E.1/4 OF SECTION 26 A
DISTANCE OF 2492.18 FEET TO THE SOUTH
LINE OF THE N.E.1/4 OF SECTION 26;
THENCE N00°55'16"W ALONG A LINE THAT IS
40 FEET WEST AND PARALLEL WITH THE EAST
LINE OF THE N.E.1/4 OF SECTION 26 A
DISTANCE OF 2642.83 FEET TO THE NORTH
LINE OF THE N.E.1/4 OF SECTION 26;
THENCE N89°23'57"E A DISTANCE OF 40.00
FEET TO THE POINT OF BEGINNING.

CONTAINING 4.897 ACRES.



RUSSELL SURVEYING
Have Gun. Will Travel.
Charles H. Russell, PLS
P.O. Box 1403
Paonia, CO 81428
(970) 527-5404

AMENDED PASS ME BY ROAD R.O.W.
LOCATED IN THE E.1/2 OF SECTION 26
T.1S., R.62W., 6th P.M.
ADAMS COUNTY, COLORADO

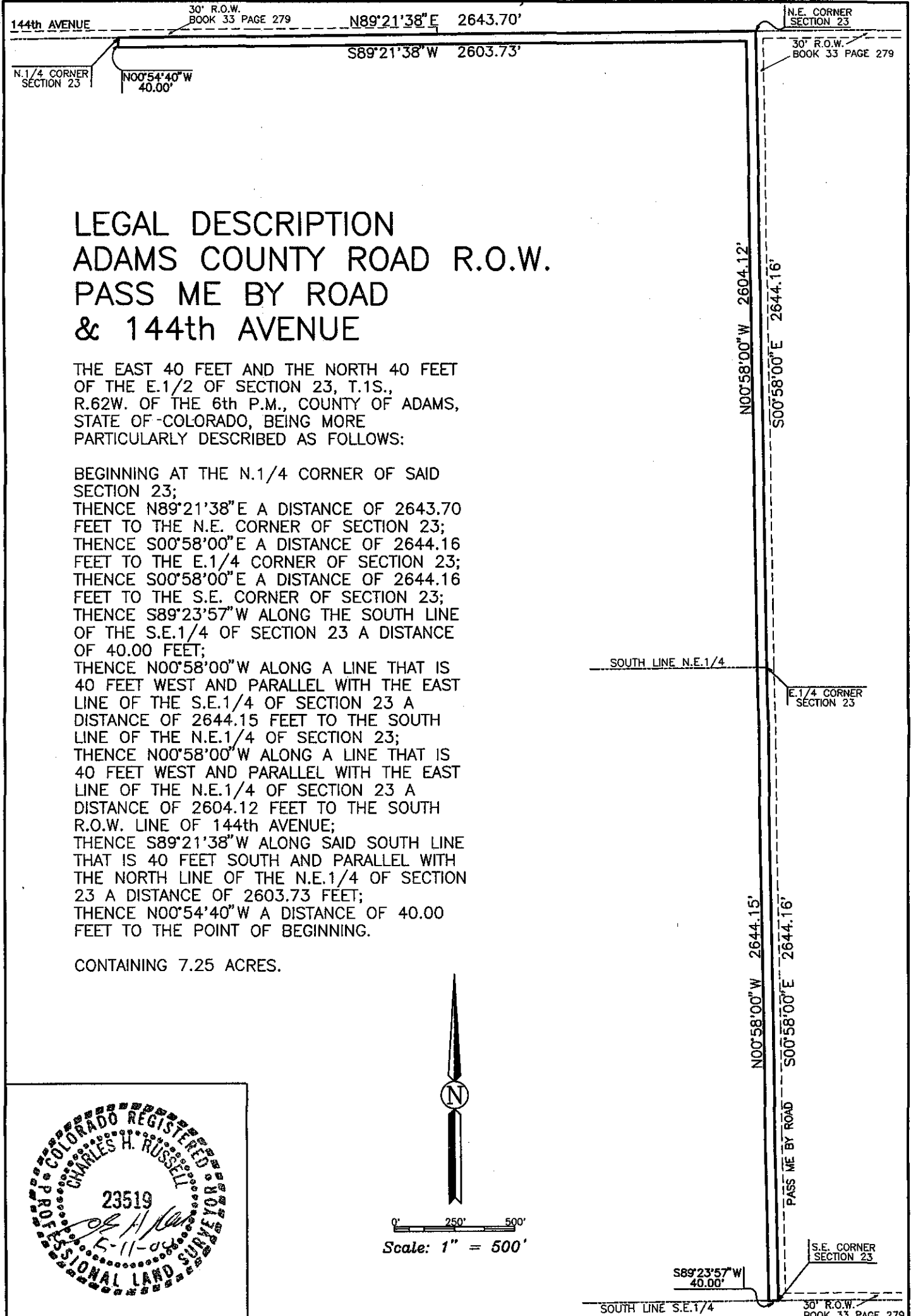
CLIENT
DALE ARNOLD

DATE
12-19-00

JOB NUMBER
00131A

PAGE
1 OF 1

WARRANTY DEED BETWEEN DALE L. ARNOLD & BONNIE L. ARNOLD AND THE COUNTY OF ADAMS, STATE OF COLORADO



LEGAL DESCRIPTION
ADAMS COUNTY ROAD R.O.W.
PASS ME BY ROAD
& 144th AVENUE

THE EAST 40 FEET AND THE NORTH 40 FEET OF THE E.1/2 OF SECTION 23, T.1S., R.62W. OF THE 6th P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE N.1/4 CORNER OF SAID SECTION 23;
THENCE N89°21'38" E A DISTANCE OF 2643.70 FEET TO THE N.E. CORNER OF SECTION 23;
THENCE S00°58'00" E A DISTANCE OF 2644.16 FEET TO THE E.1/4 CORNER OF SECTION 23;
THENCE S00°58'00" E A DISTANCE OF 2644.16 FEET TO THE S.E. CORNER OF SECTION 23;
THENCE S89°23'57" W ALONG THE SOUTH LINE OF THE S.E.1/4 OF SECTION 23 A DISTANCE OF 40.00 FEET;
THENCE N00°58'00" W ALONG A LINE THAT IS 40 FEET WEST AND PARALLEL WITH THE EAST LINE OF THE S.E.1/4 OF SECTION 23 A DISTANCE OF 2644.15 FEET TO THE SOUTH LINE OF THE N.E.1/4 OF SECTION 23;
THENCE N00°58'00" W ALONG A LINE THAT IS 40 FEET WEST AND PARALLEL WITH THE EAST LINE OF THE N.E.1/4 OF SECTION 23 A DISTANCE OF 2604.12 FEET TO THE SOUTH R.O.W. LINE OF 144th AVENUE;
THENCE S89°21'38" W ALONG SAID SOUTH LINE THAT IS 40 FEET SOUTH AND PARALLEL WITH THE NORTH LINE OF THE N.E.1/4 OF SECTION 23 A DISTANCE OF 2603.73 FEET;
THENCE N00°54'40" W A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.25 ACRES.



Scale: 1" = 500'



RUSSELL SURVEYING
Have Gun Will Travel
Charles H. Russell, PLS
P.O. Box 1403
Paonia, CO 81428
(970) 527-5404

PASS ME BY ROAD & 144th AVENUE R.O.W.
LOCATED IN THE E.1/2 OF SECTION 23
T.1S., R.62W., 6th P.M.
ADAMS COUNTY, COLORADO

CLIENT	DATE	JOB NUMBER	PAGE
DALE ARNOLD	05-11-00	00131	1 OF 1



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 20, 2018
SUBJECT: Authorization to Execute Contract Amendment 2 to the 2016 Community Development Block Grant (CDBG) City of Federal Heights Code Enforcement Contract
FROM: Kristin Sullivan, Community and Economic Development Director
AGENCY/DEPARTMENT: Community and Economic Development
HEARD AT STUDY SESSION ON: Not Applicable
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: Board to approve Contract Amendment 2 to the 2016 CDBG City of Federal Heights Code Enforcement contract.

BACKGROUND:

The County annually receives CDBG funding through HUD. On April 27, 2016, the Board approved the County’s 2016 Annual Action Plan approving the 2016 CDBG Activities. On August 2, 2016, the CDBG contracts were executed, including the City of Federal Heights Code Enforcement Contract.

On April 11, 2017, the Board approved the first Amendment to extend the contract. However, due to unforeseen program constraints, the City has requested additional CDBG funds in order to extend the CDBG Code Enforcement Contract through the end of the 2017 program year (June 30, 2018), which will align with the County’s new program year. Specifically, the City is requesting \$16,662, which can be funded by unexpended 2016 CDBG funds. The new contract end date will be June 30, 2018.

Staff is requesting the Board to authorize the Chair to execute the Contract Amendment 2 after the County Attorney’s Office approval.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office

ATTACHED DOCUMENTS:

Resolution
2016 CDBG Contract Amendment 2
City of Federal Heights Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/> <hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> <hr/>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CONTRACT AMENDMENT 2 TO THE CITY OF FEDERAL
HEIGHTS CODE ENFORCEMENT CONTRACT BETWEEN ADAMS COUNTY AND THE
CITY OF FEDERAL HEIGHTS FUNDED WITH COMMUNITY DEVELOPMENT BLOCK
GRANTS (CDBG)

Resolution 2018-

WHEREAS, Adams County annually receives CDBG funds through the US Department of Housing and Urban Development (HUD); and,

WHEREAS, on April 27, 2016, the Board of County Commissioners approved the County's 2016 Annual Action Plan designating activities to be funded with CDBG funds; and,

WHEREAS, on August 2, 2016, the Board of County Commissioners authorized the Chair to execute the City of Federal Heights Code Enforcement CDBG activity; and,

WHEREAS, on April 11, 2017, due to budgetary changes and an extension to the contract, the Board of County Commissioners authorized the Chair to execute the first Amendment to City of Federal Heights Code Enforcement CDBG Contract; and

WHEREAS, due to unforeseen program constraints and the program year change, the contract must be extended through June 30, 2018 and an additional \$16,662 funded with unexpended 2016 CDBG funds must be allocated to the budget.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Contract Amendment 2 to the City of Federal Heights Code Enforcement CDBG Contract between Adams County and the City of Federal Heights, a copy of which is attached hereto and incorporated herein by reference, be approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said Contract Amendment 2 after approval as to form by the County Attorney's Office.

Adams County Community Development

CONTRACT AMENDMENT 2 AND CHANGE ORDER APPROVAL

2016 ADAMS COUNTY CDBG FUNDING

Section 1. General Information

Project Name			Date
Code Enforcement, City of Federal Heights			1/23/2018
Agency			
2380 W 90 th Ave, Federal Heights, CO 80260			
Contact	Phone	Email	Fax
Tim Williams	(303) 412-3558	twilliams@fedheights.org	
Project Manager	Phone	Email	Fax

Section 2. Affected Areas

Check all that apply.			
<input type="checkbox"/> Project Start Date	<input checked="" type="checkbox"/> Project End Date	<input checked="" type="checkbox"/> Contract Amount	<input type="checkbox"/> Project Costs
<input type="checkbox"/> Project Scope	<input type="checkbox"/> Technology	<input type="checkbox"/> Major Deliverables/ Outcomes	<input type="checkbox"/> Roles/Responsibilities
<p>An approved Change Control Request MUST accompany this form. If there are changes in the contract amount or contract completion date, at a minimum, REVISE:</p> <ul style="list-style-type: none"> • Project Plan • Project Schedule 			

Section 3. Change Summary

Currently Recorded Dates/Costs				Requested Revisions to Dates/Costs			
Start Date	End Date	Contract Amount (2016)	Project Cost	Start Date	End Date	Contract Amount (2016)	Project Cost
3/1/2016	1/31/2018	\$62,000	Code Enforcement	3/1/2016	6/30/2018	\$78,662	Code Enforcement

Section 4. Project Budget Transfer (If Applicable)

Pgm Yr	Project Name	ACT #	Increase	Decrease	Balance
TOTAL					

Section 5. Justification Summary

In December 2016, after receiving unanimous consensus from Urban County members (cities of Brighton, Federal Heights, Northglenn and the Town of Bennett), Adams County Community Development formally requested the US Department of Housing and Urban Development to move its Community Development Block Grant (CDBG) program year from March 1 thru February 28 to July 1 thru June 30.

Due to the program year change, amendments to the 2016 CDBG agreements must be made to extend the contract through June 30, 2018. An additional \$16,662 will be added to the 2016 Code Enforcement project budget.

ATTEST:

ADAMS COUNTY

BY:

BY:

ADAMS COUNTY, CO

CHAIR

DATE:

APPROVED AS TO FORM:

BY:

COUNTY ATTORNEY'S OFFICE

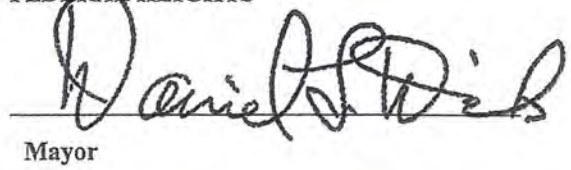
ATTEST:

CITY OF FEDERAL HEIGHTS

BY:



BY:

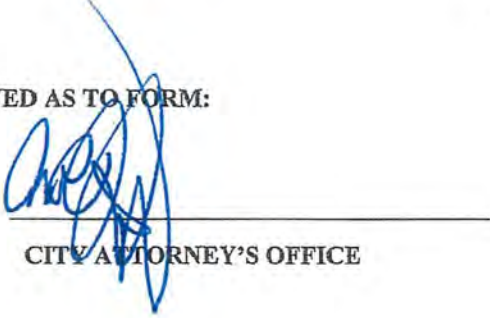

Mayor

DATE:

1-2-2018

APPROVED AS TO FORM:

BY:


CITY ATTORNEY'S OFFICE

RESOLUTION NO. 18-03

INTRODUCED BY:
Council Member Sweeney
Council Member Thomas

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FEDERAL HEIGHTS,
COLORADO, APPROVING THE SECOND CONTRACT AMENDMENT TO THE
COMMUNITY DEVELOPMENT BLOCK GRANT SUBGRANTEE AGREEMENT
BETWEEN THE CITY OF FEDERAL HEIGHTS AND THE
BOARD OF COMMISSIONERS OF ADAMS COUNTY**

WHEREAS, upon adoption of Resolution No. 16-17, the City of Federal Heights ("City") entered into a Community Development Block Grant ("CDBG") Subgrantee Agreement with the Board of County Commissioners of Adams County ("Adams County") for the Code Enforcement Project's 2016/2017 Program Years; and

WHEREAS, upon receipt of approval of all municipalities serving as subgrantees under Adams County's CDBG programs, the U.S. Dept. of Housing and Urban Development, which disburses CDBG funds to Adams County, agreed to Adams County's request to change its CDBG Program Year from March 1 through February 28th to July 1 through June 30th; and

WHEREAS, to enact such changes, City Council by adoption of Resolution No. 17-14 approved the Contract Amendment and Change Order regarding the Code Enforcement Project's 2016/2017 Program Years; and

WHEREAS, Adams County has now agreed to extend the Code Enforcement Project from December 31, 2017 through June 30, 2018; and

WHEREAS, as the Code Enforcement Project's 2016 expenditures came in under budget, Adams County approved the use of such monies to fund the Code Enforcement Project's extended term.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FEDERAL HEIGHTS, COLORADO THAT:

The Second Contract Amendment Regarding Funding for the Code Enforcement Project's 2016/2017 Program Years for the Community Development Block Grant Subgrantee Agreement between the City of Federal Heights and the Board of Commissions of Adams County, is approved in substantially the same form as the copy attached hereto and made a part of this resolution, and the Mayor is authorized to sign the amendment on behalf of the City.


INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF FEDERAL HEIGHTS, COLORADO, the 2nd day of January, 2018.


Daniel L. Dick, Mayor

ATTEST:


Patti K. Lowell, CMC, City Clerk

APPROVED AS TO FORM:


William P. Hayashi, City Attorney



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 20, 2018
SUBJECT: Resolution approving right-of-way agreement with J&J Scott Commerce City, LLC, for property necessary for drainage improvements for the Kenwood Outfall Phase 3 Project
FROM: Jeffrey Maxwell, P.E., PTOE, Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners accepts the resolution.

BACKGROUND:

Adams County is in the process of acquiring a right-of-way at the intersection of the E. 76th Avenue and Kenwood Street for street improvements for the Kenwood Outfall Phase 3 Project. The County is in need of a portion of the J&J Scott Commerce City, LLC's property for construction of curb, gutter, sidewalk and drainage improvements. The attached resolution allows the County to acquire ownership of the needed property and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney, and Adams County Board of County Commissioners

ATTACHED DOCUMENTS:

Draft resolution
Permanent Drainage Easement
Planning Commission Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: 7

Cost Center: 3704

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<u><u> </u></u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9105	W37041502	\$1,510.00
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>\$1,510.00</u></u>

New FTEs requested: **YES** **NO**

Future Amendment Needed: **YES** **NO**

Additional Note:

Draft Resolution

**BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION ACCEPTING PERMANENT DRAINAGE EASEMENT
FROM J&J SCOTT COMMERCE CITY, LLC,
TO ADAMS COUNTY FOR STORM WATER DRAINAGE PURPOSES**

Resolution 2018-

WHEREAS, the Planning Commission for Adams County, Colorado has considered the advisability of accepting a Permanent Drainage Easement from J&J Scott Commerce City, LLC, located in the Northwest Quarter of Section 32, Township 2 South, Range 67 West of the 6th Principal Meridian, County of Adams, State of Colorado; and

WHEREAS, this Permanent Drainage Easement is in conjunction with the Adams County Kenwood Outfall Phase 3 Project; and

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 10th day of November, 2016, the Planning Commission recommended that the Board of County Commissioners accept said Permanent Drainage Easement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Permanent Drainage Easement from J&J Scott Commerce City, LLC, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **J&J Scott Commerce City, LLC**, a Colorado Limited Liability Company, whose legal address is 6337 UMBER Circle, Arvada, CO 80403, hereinafter called "Grantor", for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, and convey to the COUNTY OF ADAMS, STATE OF COLORADO, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601 hereinafter "County", its successors and assigns, a permanent storm water drainage easement for the purpose of maintenance of all drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, detention basins, catch grates, maintenance roads, etc., said easement to be used solely in the event Grantor fails to maintain such drainage facilities, together with lateral and subjacent support thereto as may from time to time be required on, over, across, and through the following described land to wit:

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

Together with the right to ingress and egress over and across the land of Grantor by means of roads and lanes thereon if such there be; otherwise by such route as shall cause the least practical damage and inconvenience to the Grantor.

In further consideration hereof, Grantor covenants and agrees that no permanent buildings or structures will be placed, erected, installed or permitted upon said easement that will cause any obstructions to prevent the proper maintenance and use of said drainage facility.

In the event the County exercises its right to maintain the detention pond, all of the County's costs to maintain the detention pond shall be reimbursed by Grantor within thirty days of receiving the County's invoice, including any collection costs and attorney fees.

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, and the surface of the property shall be restored to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the facilities and appurtenances installed and any damages caused on said easement arising out of the reconstruction, maintenance and repair of said drainage facilities and appurtenances in the exercise of the rights hereby provided shall be restored reasonably similar to its original condition following completion of the work performed.

J&J Scott Commerce City, LLC, a Colorado limited liability company

By: Jeanetta P. Scott

Jeanetta P. Scott

Title: Member

Date: 5/19/16

By: Jon L. Scott

Jon L. Scott

Title: Member

Date: 5/19/16

STATE OF Colorado)

COUNTY OF Adams)
§

The foregoing instrument was acknowledged before me this 19th day of MAY, 2016, by Jeanetta P. Scott as member and Jon L. Scott as member of J&J Scott Commerce City, LLC, a Colorado limited liability company.

Witness my hand and official seal.

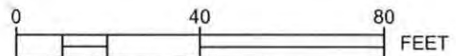
My commission expires: 01/07/19

Cheryl Skaggs

Notary Public

Cheryl Skaggs
Notary Public
State of Colorado
Notary ID 20034000504
My Commission Expires January 7, 2019

EXHIBIT "B"

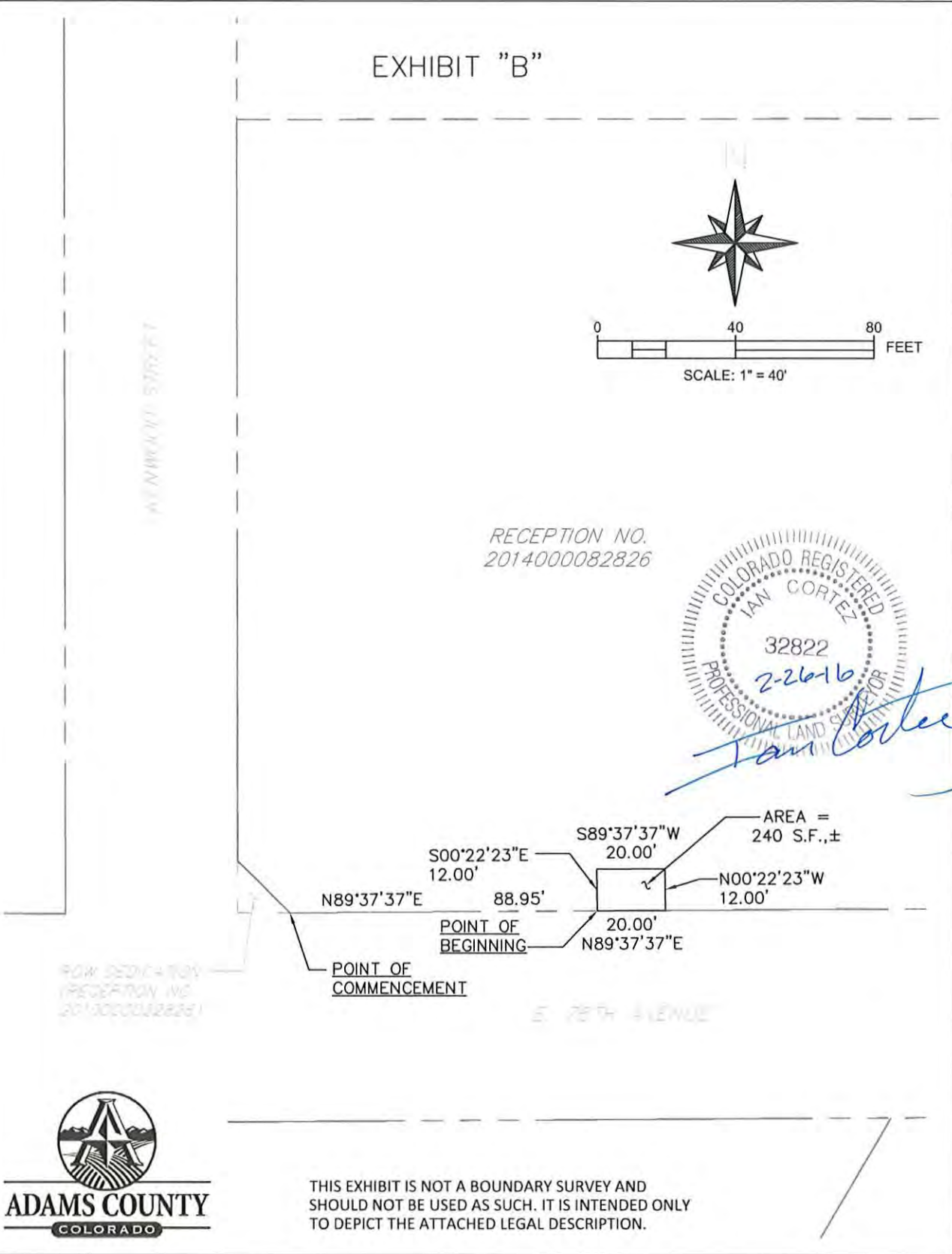


SCALE: 1" = 40'

RECEPTION NO.
2014000082826



Ian Cortez



ROW SEPARATION
(RECEPTION NO.
2014000082826)

E 25TH AVENUE



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

EXHIBIT "A"

**PERMANENT DRAINAGE EASEMENT
FROM J & J SCOTT COMMERCE CITY, LLC
TO
THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

A parcel of land being a portion of tract of land described in the Warranty Deed recorded on November 11, 2014 at Reception No. 2014000082826 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Northwest Quarter of Section 32, Township 2 South, Range 67 West of the 6th Principal Meridian, being more particularly described as follows:

Commencing at the Southeast Corner of the Northeast Quarter of Section 31 of said Township 2 South, Range 67 West, from which the Southwest Corner of the Southeast Quarter of the Northeast Quarter of said Section 31, bears South 89°42'40" West, a distance of 1322.49 feet; thence North 86°41'42" East, a distance of 588.49 feet to the Easterly Corner of the right-of-way parcel described in the Warranty Deed recorded on April 7, 2010 at Reception No. 2010000022826 in the Office of the Clerk and Recorder of said Adams County, said corner being on the Southerly line tract of land described in said Reception No. 2014000082826; thence North 89°37'37" East, along said Southerly line, a distance of 88.95 feet to the Point of Beginning:

Thence continuing North 89°37'37" East, along said Southerly line, 20.00 feet;

Thence leaving said Southerly line, North 00°22'23" West, a distance 12.00 feet;

Thence South 89°37'37" West, a distance of 20.00 feet;

Thence South 00°22'23" West, a distance of 12.00 feet to the Point of Beginning.

Containing: 240 square feet, more or less.

Legal description prepared by:

Ian Cortez, PLS
Colorado Professional
Land Surveyor No. 32822
For and on behalf of:
Adams County, Colorado

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



AGENDA ITEM 5B

PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A PERMANENT DRAINAGE EASEMENT FROM
J&J SCOTT COMMERCE CITY, LLC, TO ADAMS COUNTY FOR STORM WATER
DRAINAGE PURPOSES

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 10th day of November, 2016, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of accepting from J&J Scott Commerce City, LLC, for storm water drainage purposes on the following described land to wit:

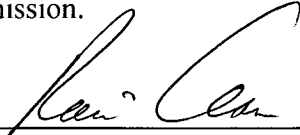
Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, this Permanent Drainage Easement is in conjunction with Adams County Kenwood Outfall Phase 3 Project for a property at 5801 East 77th Avenue, Commerce City, CO, located in the Northeast Quarter of Section 32, Township 2 South, Range 67 West of the 6th Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED, that the Adams County Planning Commission recommends to the Board of County Commissioners that said deed be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, Rosie Garner, Chairperson/Acting Chairperson of the Adams County Planning Commission do hereby certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.



Chairperson/Acting Chairperson
Adams County Planning Commission



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 20, 2018
SUBJECT: Contract Amendment One to the Participation Contract between Adams County and the State of Colorado for income and employment verification services
FROM: Chris Kline, Director
AGENCY/DEPARTMENT: Human Services Department
HEARD AT STUDY SESSION ON
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Approves

BACKGROUND:

Colorado now wishes to extend and amend their agreement with TALX Corporation and update pricing. Adams County will continue to be able to use TALX's services for the County's Food Assistance, Medicaid, Colorado Works, Adult Financial Aid, Child Support Enforcement, Investigation, and Recovery functions.

The Work Number is used in three areas of the Department – Eligibility Programs (Food Assistance, Medicaid and Adult Financial), Child Support Enforcement, and Investigation and Recovery. The service provides information about clients including reported income, address, prior address, employer and prior employers, etc. We use that information for the processes of eligibility determination, fraud investigations and to contribute to the establishment of child support orders. It can also be used to find related information about clients, such as their neighbors, family members, etc.

- The Eligibility Programs use it primarily to verify income for applicants and for redeterminations.
- Child Support Enforcement uses the information for extrapolation of income for generation of child support orders and for locating non-custodial parents.
- Investigation and Recovery uses this service to verify income and proper disclosure of income for clients being investigated for accurate benefits, for negotiation of repayment agreements and for locating clients who owe recoveries to the Department.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

State of Colorado

ATTACHED DOCUMENTS:

Resolution
Contract Amendment One

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: 15
Cost Center: 3000P2004061

	Object Account	Subledger	Amount
Current Budgeted Revenue:	5755		121,033.24
Additional Revenue not included in Current Budget:			
Total Revenues:			121,033.24

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	8310		121,033.24
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			121,033.24

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

RESOLUTION APPROVING CONTRACT AMENDMENT ONE TO THE PARTICIPATION
CONTRACT BETWEEN ADAMS COUNTY AND THE STATE OF COLORADO FOR
TALX CORPORATION INCOME AND EMPLOYMENT VERIFICATION SERVICES

WHEREAS, the State of Colorado (“Colorado”) has entered into a Universal Membership Agreement with TALX Corporation (“TALX”) that allows Colorado and individual Colorado Counties to access income and employment verification services offered by TALX in furtherance of various human services provided by the State and individual counties; and,

WHEREAS, Adams County entered into an agreement with Colorado in 2016 to allow Adams County access to the services offered by TALX; and,

WHEREAS, Colorado now wishes to extend and amend their agreement with TALX Corporation, formally add participating counties to the annual minimum table, and update pricing; and,

WHEREAS, by means of the attached Amendment One, Adams County will continue to be able to use TALX’s services for the County’s Food Assistance, Medicaid, Colorado Works, Adult Financial Aid, Child Support Enforcement, Investigation, and Recovery functions.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Contract Amendment One to the Participation Contract between Adams County and the State of Colorado, a copy of which is attached hereto and incorporated herein by reference, be approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said Contract Amendment One on behalf of Adams County.

CONTRACT AMENDMENT #1

SIGNATURE AND COVER PAGE

State Agency State of Colorado for the use and benefit of the Department of Human Services	Original Contract Number 17 IHGA 91379
Contractor Adams County Human Services Department 11860 Pecos St. Suite 3100 Westminster, CO 80234	Amendment Contract Number
	Contract Performance Beginning Date On or about October 19, 2016
	Current Contract Expiration Date Either upon termination of the Schedule A as specified in the Work Number Agreement or termination as specified in this Contract.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p style="text-align: center;">CONTRACTOR</p> <p style="text-align: center;">Adams County Human Services Department</p> <hr style="width: 80%; margin: 20px auto;"/> <p style="text-align: center;">By: Mary Hodge, Chair</p> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO</p> <p style="text-align: center;">John W. Hickenlooper, Governor Department of Human Services Reggie Bicha, Executive Director</p> <hr style="width: 80%; margin: 20px auto;"/> <p style="text-align: center;">By: Ki'i Powell, Director</p> <p style="text-align: center;">Date: _____</p>
---	--

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
 Clint Woodruff, Controller

Amendment Effective Date: _____

1. PARTIES

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and upon full execution of substantially the same amendment with all counties listed in this Contract. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or upon full execution of substantially the same amendment with all counties listed in this Contract, whichever is later and shall terminate on the termination of the Contract.

4. PURPOSE

The purpose of this Amendment is to:

- A. Grant CDHS permission to extend and amend its agreement with TALX corporation;
- B. Formally add participating counties to the “annual minimum” table; and
- C. Update pricing.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. Exhibit A is hereby replaced with Exhibit A-1, which is attached and incorporated into this Amendment.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the

Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

Exhibit A-1 – Statement of Work

A. Background

For purposes of this Exhibit A, Contractor may also be referred to as “County.” The State has entered into a contract (“Universal Membership Agreement”)(State contract routing number 16 IHEA 83111)(Exhibit B) with TALX Corporation, a provider of Equifax Verification Services (“EVS”) and intends to execute an amendment (“Schedule A”)(State contract routing number 16 IHEA 87603)(Exhibit C) to the Universal Membership Agreement (collectively “Work Number Agreement”). The Work Number Agreement allows EVS to provide employment verification services directly to Colorado counties. The State acts only as a pass-through entity, meaning that EVS will bill the State for fees incurred by the counties, and the State will then bill the counties individually.

The Work Number Agreement is between the State and EVS with participating counties each signing Participation Agreements (see Exhibit 1 to Universal Membership Agreement). The Work Number Agreement obligates the counties collectively and Contractor individually to pay EVS via the State for services rendered so the State and County are entering into this Contract to memorialize the State’s and County’s responsibilities as they relate to the Work Number Agreement.

B. Payment

County shall pay the State for County’s use of services within the scope of the Work Number Agreement. The State shall promptly pass through County’s payments to EVS in accordance with the Work Number Agreement. Except within its role as a pass through entity, the State is not liable for County’s obligations incurred under this Contract or the Work Number Agreement. The State shall provide each County an invoice at least 30 days prior to the date the payment is due to EVS. The State shall ensure that any payment to the State is paid over to EVS prior to the date that payment is due to EVS.

C. Annual Minimum

The Work Number Agreement by the terms of the Schedule A obligates each Participating County, through the State as the pass-through entity, to pay the Participating County’s proportionate share of the Annual Minimum Payment as set forth in this Intergovernmental Agreement and Exhibit 1 to the Schedule A. The Annual Minimum Payment is \$1,317,750.00 , which is based upon an estimated 225,000 income verification requests at \$5.75 per income verification request, plus a \$2,000 per month service fee. County’s responsibility for its share of any deficiency survives termination of this Contract or the Work Number Agreement.

County is responsible for its percentage of the Annual Minimum Payment based upon the following formula:

$$\frac{[\text{County's Minimum Usage}] / [\text{Total Participating counties' Previous Usage}]}{[\text{County Percentage}]} \times [\text{Annual Minimum Payment}] + [\text{Admin Fee}] = \text{County Financial Obligation}$$

IF County’s Actual Annual Payment is less than County’s Financial Obligation, THEN County is considered a Deficient County and shall pay any deficiency according to the following formula:

$$[\text{Annual Minimum Payment}] - [\text{Total Actual Annual Payment}] = \text{Total Deficiency}$$

$$[\text{County Financial Obligation}] - [\text{County Actual Annual Payment}] = \text{County Deficiency}$$

$$[\text{County Deficiency}] / [\text{Total counties' Deficiency}] = \text{Deficient County Percentage}$$

$$[\text{Deficient County Percentage}] \times [\text{Total Deficiency}] = \text{Deficient County Payment to State}$$

This table represents each county’s financial obligation:

County	Minimum Usage (as a % of 2017 usage)	Minimum County Cost	Admin Fee (Annual)	County Financial Obligation
Adams	20666	\$118,829.50	\$2,197.74	\$121,033.24
Alamosa	30	\$172.50	\$12.00	\$175.86
Arapahoe	40022	\$230,126.50	\$4,261.31	\$234,395.81
Archuleta	29	\$166.75	\$12.00	\$169.90
Boulder	9438	\$54,268.50	\$999.80	\$55,274.30
Broomfield	1771	\$10,183.25	\$183.28	\$10,372.26
Clear Creek	10	\$57.50	\$12.00	\$59.50
Conejos	43	\$247.25	\$12.00	\$251.93
Crowley	86	\$494.50	\$12.00	\$503.76
Delta	359	\$2,064.25	\$34.35	\$2,102.60
Denver	48895	\$281,146.25	\$5,206.78	\$286,361.03
Douglas	944	\$5,428.00	\$96.81	\$5,528.81
Eagle	670	\$3,852.50	\$67.62	\$3,924.12
Elbert	10	\$57.50	\$12.00	\$59.50
El Paso	23552	\$135,424.00	\$2,504.57	\$137,935.57
Fremont	1462	\$8,406.50	\$152.05	\$8,562.55
Grand	93	\$534.75	\$12.00	\$544.82
Gunnison	85	\$488.75	\$12.00	\$497.91
Jefferson	21440	\$123,280.00	\$2,279.25	\$125,566.25
Kiowa	10	\$57.50	\$12.00	\$59.50
Kit Carson	10	\$57.50	\$12.00	\$59.50
Lake	98	\$563.50	\$12.00	\$574.08
La Plata	865	\$4,973.75	\$88.37	\$5,066.12
Larimer	15585	\$89,613.75	\$1,655.74	\$91,275.49
Las Animas	159	\$914.25	\$13.09	\$931.34
Mesa	2990	\$17,192.50	\$311.12	\$17,509.62
Moffat	162	\$931.50	\$13.40	\$948.90
Montezuma	1092	\$6,279.00	\$112.58	\$6,395.58
Morgan	2030	\$11,672.50	\$210.68	\$11,889.18
Park	10	\$57.50	\$12.00	\$59.50
Phillips	32	\$184.00	\$12.00	\$187.56
Pitkin	36	\$207.00	\$12.00	\$210.97
Pueblo	7229	\$41,566.75	\$764.20	\$42,336.95
Rio Grande	48	\$276.00	\$12.00	\$281.19
Routt	217	\$1,247.75	\$19.30	\$1,271.05
San Miguel	79	\$454.25	\$12.00	\$462.80
Sedgwick	34	\$195.50	\$12.00	\$199.26

Summit	212	\$1,219.00	\$18.69	\$1,241.69
Weld	24497	\$140,857.75	\$2,605.28	\$143,470.03
TOTAL	225,000	\$1,293,750	\$24,000	\$1,317,750

D. Miscellaneous Provisions

1. State is acting as a fiscal agent for County, passing through payment of all costs from County to EVS, including the Annual Minimum Payment. The State shall not be liable for any debt or payment obligation, including the Annual Minimum Payment, incurred by County pursuant to this Contract or the Work Number Agreement, provided, however, that any failure by the State to pass through such payments from County shall constitute a breach of this Contract by the State. The State shall be obligated to pay over to EVS any funds received from a County. Upon breach of this agreement by the State, the County shall have the right to terminate this Contract upon written notice and at least thirty (30) days in which the State may cure the breach or any other remedy allowed by law. If County fails to pay the State for County’s costs incurred under this Contract or the Work Number Agreement, the State shall have the right to terminate this Contract upon written notice and at least thirty (30) days in which County may cure the breach.

2. The Work Number Agreement is for the benefit of County. Any amendments or changes to the Work Number Agreement or any new Schedule A or amendments to Schedule A must be signed by or approved by a person authorized by the governing body for each County in accordance with the County’s local procedures prior to the amendment or change being effective as to a participating county. The State shall not execute amendments or revisions to the Work Number Agreement or Schedule A that bind any participating county without the participating counties’ consent as provided herein.

3. County’s liability for any unpaid fees owed under this Contract or the Work Number Agreement shall survive termination of this Contract as to County who has not paid all required fees until the State receives payment from County.

4. Annual Termination: Unless specified elsewhere in this Contract or the Work Number Agreement, the State or County may only terminate this Contract, upon 60 days written notice, so as to align with the end of an annual term stated in the Work Number Agreement. If a County elects to terminate it shall not be obligated to expend any funds, including any annual minimum payment, for the years following its termination.

5. The State may execute similar agreements with new counties not originally part of this Contract or the Work Number Agreement. If the State executes a similar agreement with a new county or counties, the State and County will recalculate the annual minimum for the subsequent annual term.

6. County hereby grants the State authority to do the following:
 - a. Extend until February 28, 2019 the State’s agreement with TALX corporation; and
 - b. Amend, in accordance with this Amendment, the State’s agreement with TALX Corporation.

END OF EXHIBIT A-1



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: February 20, 2017
SUBJECT: Countywide Office Supplies
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment One to renew the agreement with EON Enterprises, Inc., for Countywide general office supplies, paper, and toner.

BACKGROUND:

In 2013, the Colorado State Purchasing Office had performed a Request for Proposal and awarded Pricing Agreements to EON Enterprises, Inc., (dba EON Office) OfficeMax North America, Inc., and MLF Distributing, Inc., (dba Sun Office Solutions) for the purchase of general office supplies, paper and toner. These agreements are available to all governmental entities in Colorado, which is in accordance with Adams County Purchasing Policies and Procedures. The State Agreements are written as five year terms, with annual renewal options required.

After a thorough review of the State Pricing Agreements, staff recommended the award be made to EON Office, as they offered the best overall pricing of the three suppliers. In June, 2016, the Board of County Commissioners approved the award to EON Office, for one year with two one year renewal options (allowing for consistency with the State's contract terms).

Staff is pleased with the products and services received by EON Office and recommends approving Amendment One for the first renewal year option of the agreement in an estimated annual amount of \$424,000.00 based on 2016-2017 spend.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

All Offices and Departments

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

Fund: all
Cost Center: multiple

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<u><u> </u></u>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7240		\$2,928,339
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>\$2,928,339</u></u>

New FTEs requested: YES NO

Future Amendment Needed: YES NO

Additional Note:

Elected Office and Departmental budgets for office supplies are determined individually. Supplies will be ordered on an as needed basis by administrative staff and paid via purchase card. Exact expenditure amounts are unknown at this time.

Current Budgeted Operating Expenditure is for Operating Supplies county-wide. Office supplies are only a portion of this budget that is approved for 2018.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND EON ENTERPRISES, INC., (dba EON OFFICE) FOR GENERAL
OFFICE SUPPLIES, PAPER, AND TONER

WHEREAS, EON Enterprises, Inc., (dba EON Office) submitted a proposal to the Colorado State Purchasing & Contracts Office in 2013 to provide general office supplies, paper and toner (office supplies); and,

WHEREAS, after a thorough evaluation the Colorado State Purchasing & Contracts Office entered into a Price Agreement with EON Office; and,

WHEREAS, EON Office proposes to provide office supplies to Adams County, utilizing the Colorado State Purchasing & Contracts Office Pricing Agreement, in the approximate annual amount of \$424,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the agreement between Adams County and EON Enterprises, Inc., (dba EON Office) for office supplies for Adams County Offices and Departments, be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said Amendment One with EON Enterprises, Inc., (dba EON Office) after negotiation and approval as to form is completed by the County Attorney's Office.

**RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT AMONG
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ADAMS,
THE CITY OF AURORA AND THE AEROTROPOLIS AREA COORDINATING
METROPOLITAN DISTRICT ESTABLISHING THE AEROTROPOLIS REGIONAL
TRANSPORTATION AUTHORITY**

WHEREAS, in 2016, the Colorado Aerotropolis Visioning Study (the “Study”) found that an infrastructure framework for transportation is critical to fostering and supporting economic development in the area surrounding Denver International Airport; and,

WHEREAS, the Study recommended the formation of a regional entity to make investments in regional transportation infrastructure; and,

WHEREAS, the Board of County Commissioners (the “BoCC”) of the County of Adams, State of Colorado (the “County”) believes that strategic partnerships to proactively plan the funding, design, construction and operation of regional transportation infrastructure to make additional land available for development will create favorable market conditions to attract new commercial activity and housing to support employment growth; and,

WHEREAS, current funding mechanisms are inadequate to improve the existing transportation infrastructure; and,

WHEREAS, in furtherance of the public interest and economic health of the region, the BoCC desires to create a separate legal entity to effectuate the goals of fostering and supporting economic development through the expansion and creation of regional transportation improvements; and,

WHEREAS, pursuant to the Regional Transportation Authority Law, §§ 43-4-601 *et seq.*, C.R.S. (the “Act”), Colorado municipalities, counties, and special districts are authorized to establish, by contract, regional transportation authorities, which are authorized to finance, construct, operate and maintain regional transportation systems; and,

WHEREAS, representatives of the City of Aurora, the County, and the Aerotropolis Area Coordinating Metropolitan District (the “District”) have negotiated the terms of an Establishing Agreement (the “Establishing Agreement”) for the Aerotropolis Regional Transportation Authority (the “RTA”); and,

WHEREAS, the approval and execution of the Establishing Agreement is subject to: (i) review and comment by the Colorado Department of Transportation, the Regional Transportation District, and the E-470 Public Highway Authority (the “Reviewing Entities”); (ii) the holding of at least two public hearings on the Establishing Agreement by each of the parties thereto; and (iii) the submission to a vote of and approval by the registered electors residing within the boundaries of the proposed RTA; and,

WHEREAS, City of Aurora staff has provided a copy of the Establishing Agreement to each of the Reviewing Entities for review and comment as required by Section 43-4-603(1) of the Act; and,

WHEREAS, both the Regional Transportation District and the E-470 Public Highway Authority submitted comments back to the City; and,

WHEREAS, the BoCC has held two public hearings on the Establishing Agreement – the first at its regular meeting on August 15, 2017 and the second at its regular meeting on August 22, 2017 – as required by Section 43-4-603(3) of the Act; and,

WHEREAS, the BoCC, acting jointly with the City and the District, previously certified ballot questions regarding the establishment of the Authority, the levying of a property tax and a sales tax and the issuance of debt and other multiple fiscal year financial obligations by the Authority, and a revenue change under Article X, Section 20 of the Colorado Constitution to the County Clerk and Recorder for submission to a vote of the registered electors residing within the boundaries of the proposed Authority at the November 7, 2017 election; and,

WHEREAS, at the election held on November 7, 2017, the registered voters of the proposed RTA voted unanimously in favor of each of the ballot questions; and

WHEREAS, the BoCC finds and determines that, having satisfied each of the requirements set forth in the Act for the establishment of the RTA, it is in the best interests of the County and its residents to approve the Establishing Agreement for the Aerotropolis Regional Transportation Authority; and

WHEREAS, the Establishing Agreement requires the adoption, by March 27, 2018, of a capital plan for the RTA; and,

WHEREAS, the BoCC directs County staff to continue negotiations with the City and the District on the capital plan identifying the regional transportation system improvements, the costs of such public improvements, and the respective contributions of each Member towards achievement of the capital plan to be completed no later than March 27, 2018.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement Among the Board of County Commissioners of the County of Adams, the City of Aurora and the Aerotropolis Area Coordinating Metropolitan District Establishing the Aerotropolis Regional Transportation Authority, a copy of which is attached hereto and incorporated by reference, is hereby adopted.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to execute said Intergovernmental Agreement.

INTERGOVERNMENTAL AGREEMENT

AMONG

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY
OF ADAMS,

THE CITY OF AURORA

AND

THE AEROTROPOLIS AREA COORDINATING
METROPOLITAN DISTRICT

ESTABLISHING

THE AEROTROPOLIS REGIONAL TRANSPORTATION
AUTHORITY

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EXHIBITS

A	Regional Transportation System
B	Boundaries
C	Ballot Questions
D	Capital Plan
E	Funding Sources

**ESTABLISHING AGREEMENT
FOR THE
AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY**

This Establishing Agreement (“Agreement”) is made and entered into as of _____, 2018, by and among the COUNTY OF ADAMS, a political subdivision of the State of Colorado, the CITY OF AURORA, a home rule municipal corporation of the Counties of Adams, Arapahoe and Douglas, and the AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT, a political subdivision of the State of Colorado and quasi-municipal corporation (collectively, “Initial Members or Members”)

RECITALS

WHEREAS, the Colorado Aerotropolis Visioning Study (“Study”), funded by a Federal Highway Administration grant and completed in 2016, collaboratively engaged local jurisdictions to determine the land use and infrastructure requirements that could enhance economic development surrounding Denver International Airport (“DIA”);

WHEREAS, the Study describes the economic potential of areas surrounding DIA;

WHEREAS, the Study found an infrastructure framework for transportation is critical to fostering and supporting economic development surrounding DIA;

WHEREAS, the Study recommended the formation of a regional entity to make investments in regional infrastructure;

WHEREAS, the County participated in the Study;

WHEREAS, the County and the City believe strategic partnerships to proactively plan the funding, design, construction and operation of regional infrastructure to make additional land available for development will create favorable market conditions to attract new commercial activity and housing to support employment growth;

WHEREAS, current funding mechanisms are inadequate to improve the existing transportation infrastructure;

WHEREAS, pursuant to the Regional Transportation Authority Law, C.R.S. 43-4-601 et seq., as amended (the “Act”), Colorado counties and municipalities are authorized to establish, by contract, regional transportation authorities, which are authorized to finance, construct, operate and maintain transportation systems;

WHEREAS, the Members support the orderly and planned extension of urban services;
and

WHEREAS, in furtherance of supporting the public interest and economic health of the region, the Members desire to create a separate legal entity to effectuate the goals of fostering

and supporting economic development through the expansion and creation of transportation improvements;

AGREEMENT

NOW, THEREFORE, for and in consideration of the recitals and the mutual covenants set forth below, the Members hereby agree as follows:

ARTICLE I. DEFINITIONS

1.01 Definitions. Unless otherwise defined in this Agreement, the words defined in Section 602 of the Act, when capitalized herein, shall have the meanings set forth in the Act and such definitions are incorporated herein. Terms shall, when capitalized, have the following meanings:

“Alternate Director” means any person appointed as an Alternate Director pursuant to Section 3.03 hereof.

“Authority” means the Aerotropolis Regional Transportation Authority.

“Ballot Question” means and includes each of the ballot questions in Exhibit C.

“Board” means the Board of Directors of the Authority.

“Bond” means any bond, note, loan, indebtedness, interim certificate, contract, reimbursement agreement, financial commitment, debt, or other obligation of the Authority.

“Boundaries” means the boundaries of the Authority as set forth in Exhibit B, attached hereto and incorporated herein, as such Exhibit may be amended from time-to-time in accordance with Article VII.

“Budgetary Covenant” means the covenant given herein by the City, the County and the District in Section 5.01 hereof, requiring the City Manager, County Manager or other officer charged with responsibility for preparation of the budget to prepare and submit annually to their respective Governing Bodies a request to include in the budget and appropriate the revenues generated by each funding source identified in Exhibit E for remittance to the Authority for the Regional Transportation System, provided that the decision whether to appropriate the funds annually as requested shall be within the sole discretion of the respective Governing Bodies.

“Capital Plan” means the detailed phasing plan and budget attached hereto as Exhibit D for the regional capital improvements to be funded by the Authority and incorporated into the Regional Transportation System, including the estimated costs associated with the planning, design, financing, permitting, construction, inspection and acceptance for maintenance of such improvements. The Capital Plan may be modified, amended or supplemented upon approval by

the Governing Body of each Member and the unanimous vote of the Board. No Bonds of the Authority shall be issued unless there is a Capital Plan in effect at the time of such issuance.

“City” means the City of Aurora, State of Colorado, a home rule municipal corporation and political subdivision of the State organized and operating pursuant to the constitution and the laws of the State of Colorado in the Counties of Adams, Arapahoe and Douglas.

“Construct” “Constructed” or “Construction” means the planning, designing, engineering, acquisition, installation, construction, reconstruction or financing, through the issuance of Bonds or otherwise, of regional transportation systems.

“County” means the County of Adams, a statutory political subdivision of the State of Colorado.

“Development Fees” means those fees of the City identified in Exhibit E.

“Director” means any person appointed as a Director pursuant to Section 3.02 hereof. Whenever the person appointed as a Member’s Director pursuant to Section 3.02 hereof is absent from a Board meeting, the term “Director” shall mean the Alternate Director, if any, appointed by such Member pursuant to Section 3.03 hereof.

“District” means the Aerotropolis Area Coordinating Metropolitan District, a political subdivision and quasi-municipal corporation of the State of Colorado.

“Division of Local Government” means the Division of Local Government in the State Department of Local Affairs.

“Governing Body” means, when used with respect to a Member, the city council, the board of commissioners or the board of directors, as appropriate, of such Member.

“Member” means (a) the Initial Members, (b) the State, if required by §603(5) of the Act, (c) any municipality, (d) any county, or (e) any Title 32 District that becomes a member of the Authority pursuant to Section 7.03 hereof.

“Officer” means the Chair, Vice Chair, Secretary, Treasurer or Executive Director of the Authority, and any subordinate officer or agent appointed and designated as an officer of the Authority by the Board.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the Authority, paid or accrued, of operating, maintaining, and repairing any regional transportation system.

“Outstanding” means, as of any particular date, all Bonds or other obligations of the Authority which have been authorized, executed and delivered, *except* the following: (a) any Bond or other obligation cancelled by a paying agent, trustee or the Authority itself; (b) any Bond or other obligation held by or on behalf of the Authority; (c) any Bond or other obligation

for the payment or redemption of which moneys or direct obligations of, or obligations unconditionally guaranteed as to payment by, the United States of America sufficient (including the known minimum yield available for such purpose from such moneys or securities) to pay all debt service requirements of such Bonds or other obligations to their maturity or specified redemption date shall theretofore have been deposited in escrow or in trust with a trust bank for that purpose; or (d) any lost, destroyed or wrongfully taken Bond or other obligation for which another Bond or other obligations shall have been executed and delivered.

“Regional Transportation District” means the Regional Transportation District created and existing pursuant to Title 32, Article 9, C.R.S.

“Regional Transportation System” means those improvements identified on Exhibit A, as such Exhibit may be modified, supplemented and finalized in the Capital Plan or amended from time-to-time in accordance with Article VII, and provided that nothing in this Agreement shall provide the Authority with any form of jurisdiction or authority over the E-470 Public Highway, including any real or personal property or equipment, or interest therein, that is appurtenant or related to any property, improvement, or system that transports or conveys people or goods or permits people or goods to be transported or conveyed within a region by any means or that is financed, constructed, operated, or maintained in connection with the financing, construction, operation, or maintenance of any such property, improvement, or system. The term may also include such other highway, road, street, bus system, railroad, airport, gondola system, or mass transit system and any real or personal property or equipment, or interest therein, used in connection therewith hereafter approved by the Authority; any real or personal property or equipment, or interest therein, that is used to transport or convey gas, electricity, water, sewage, or information or that is used in connection with the transportation, conveyance, or provisions of any other utilities; and paving, grading, landscaping, curbs, gutters, culverts, sidewalks, bikeways, lighting, bridges, overpasses, underpasses, cross-roads, parkways, drainage facilities, mass transit lanes, park-and-ride facilities, toll collection facilities, service areas, and administrative or maintenance facilities.

“Rights-of-way” means and includes any right-of-way dedicated to the Authority, or to any of its Members, specifically for use as a part of the Regional Transportation System.

“Road and Bridge Mill Levy” means the property tax mill levy identified in Exhibit E and certified by the County annually to fund road and bridge construction projects.

“State” means the State of Colorado.

“System” means the “Regional Transportation System”, as may be expanded from time to time.

“Title 32 District” means a special district organized with street improvement, safety protection, or transportation powers under and as defined in Title 32, Article 1, C.R.S.

“Use Tax” means the City Use Tax identified in Exhibit E.

“Voter Approval” means approval by a majority of the votes cast by the registered electors residing within the Boundaries in favor of the particular ballot question, ballot issue or other election question.

ARTICLE II. ESTABLISHMENT OF THE AUTHORITY

- 2.01 Name. The Members hereby establish the Aerotropolis Regional Transportation Authority under the authority of the Act. The Authority shall be a separate political subdivision and body corporate of the State of Colorado, and shall possess all of the duties, privileges, immunities, rights, liabilities, and disabilities of a public body politic and corporate, unless restricted by Section 2.04 of this Agreement.
- 2.02 Purpose. The purpose of the Authority is to Construct, or cause to have Constructed, a Regional Transportation System within or outside the Boundaries of the Authority for the primary benefit of those residing or owning property within the Boundaries through the issuance of Bonds.
- 2.03 Powers. Unless otherwise limited by Section 2.04, the Authority shall have all power granted to it under the Act and Colorado State law, including all powers necessary or incidental to or implied from the specific powers granted therein.
- 2.04 Limitations. If any portion of the Regional Transportation System alters the physical structure of or negatively impacts the safe operation of any state or local transportation improvement, the Authority, at the request of the jurisdiction governing the impacted transportation improvement, shall enter into an intergovernmental agreement concerning the applicable portion of the System before commencing physical construction of that particular improvement to ensure coordinated transportation planning, efficient allocation of resources and the equitable sharing of costs. To avoid the duplication of effort, no mass transportation service shall be provided that is already provided by the Regional Transportation District without an intergovernmental agreement permitting such activity. To avoid negative impact to the E-470 Public Highway Authority and to ensure the safety of the traveling public, no portion of the Regional Transportation System shall be provided which is in any way connected to E-470 Public Highway without an intergovernmental agreement permitting such activity. In no event shall the Authority be authorized to impose motor vehicle registration fees or any tax without Voter Approval. Additionally, the Authority shall not impose a property tax within the Boundaries for collection in any year in which the District is imposing and allocating to a special fund, for appropriation pursuant to the Budgetary Covenant and payment to the Authority, an Aurora Regional Improvements Mill Levy. The Authority shall not use more than one percent of its gross revenues from sources identified in Exhibit E to cover administrative and maintenance expenses. Further, the Authority shall not impose a sales tax, create an improvement district, or impose any fee, rate, toll, charge or tax which is not identified in Exhibit E without unanimous consent of the Board.
- 2.05 Boundaries. The initial Boundaries of the Authority are described and illustrated in

Exhibit B.

- 2.06 Creation. Each Member represents that, in executing this Agreement, it has held at least two public hearings on the subject of this Agreement in accordance with §603(3) of the Act, after notice and publication, and the Governing Body of such Member has duly authorized its execution, delivery and performance.
- 2.07 Voter Approval. The Members have submitted ballot questions attached hereto as Exhibit C to the registered electors residing within the Boundaries on November 7, 2017 and a majority of those voting approved such ballot questions.
- 2.08 Effective Date. The term of this Agreement shall begin when the following condition to the establishment of the Authority has been satisfied: (a) certification by the State of Colorado Department of Local Affairs, Division of Local Government pursuant to §603(1) of the Act.

**ARTICLE III.
ORGANIZATION OF THE AUTHORITY**

- 3.01 Establishment. The Authority shall be governed by the Board. The Board shall exercise and perform all powers, privileges and duties vested in or imposed on the Authority under the Act or other applicable law. Pursuant to the authorization provided in this Agreement, the Board may delegate any of its powers to any Director, Officer, employee or agent of the Authority.
- 3.02 Board of Directors. The Board shall be composed of five (5) directors, unless and until the Boundaries are expanded to include additional municipalities, counties or Title 32 Districts. Upon expansion of the Boundaries, the Members may agree to expand the Board to include additional Directors representing the included territory. The Board of Directors shall be initially be comprised of:
- (a) Two directors from the Governing Body of the County;
 - (b) Two directors from the Governing Body of the City; and
 - (c) One director from the District.
- 3.03 Alternate Directors. Each Member shall appoint one Alternate for each Director who shall be deemed to be such Member's Director for all purposes, including, but not limited to, voting on resolutions or other action items whenever the person appointed as such Member's Director is absent from a Board meeting.
- 3.04 Appointment and Qualifications. As required by § 603(2)(b)(I) of the Act, each Director and the Alternate Director appointed by a Member shall both be members of the Governing Body of such Member and shall be appointed as a Director or Alternate Director by the Governing Body of such Member. So long as the Director remains

qualified, he or she may serve for so long as the Governing Body responsible for appointment of such Director desires.

- 3.05 Vacancies. Vacancies in the office of any Director or Alternate Director shall be filled in the same manner in which the vacant office was originally filled pursuant to Section 3.02.
- 3.06 Compensation. Directors and Alternate Directors shall serve without compensation, but may be reimbursed for expenses incurred in serving in such capacities upon such terms and pursuant to such policies as may be established by the Board.
- 3.07 Officers. The Board shall, by a majority vote, elect or appoint the following officers upon its formation, and thereafter at its first meeting of each calendar year:
- (a) Chairperson. The Chairperson shall preside over all meetings of the Authority; execute, deliver, acknowledge, file and record on behalf of the Authority, such documents as may be required by this Agreement, the Act or other applicable law; and, perform all duties incident to the office of Chairperson and such other duties as may be prescribed from time to time by the Board. The Chairperson and Vice-Chairperson positions shall not be held by persons appointed by the same Member.
 - (b) Vice-Chairperson. The Vice-Chairperson shall serve as Chairperson, in his or her absence or during his or her inability to act. The Vice-Chairperson shall have such other duties, powers and authority as may be prescribed by the Board. The Chairperson and Vice-Chairperson positions shall not be held by persons appointed by the same Member.
 - (c) Secretary. The Secretary shall keep a written record of the minutes of all meetings, ensure that all notices required by law are duly given, shall serve as the custodian of Authority records, shall attest to documents as the need arises, and shall perform such other functions as may be prescribed by the Board. The Secretary may be an employee of the Board, an independent contractor, an employee of a Member or a volunteer. The offices of Chairperson, Vice-Chairperson and Secretary may not be held by the same person.
 - (d) Treasurer. The Treasurer shall, subject to policies established by the Board, be responsible for the custody of the funds and all stocks, bonds and other securities owned by the Authority and shall be responsible for the preparation and filing of all tax returns, if any, required to be filed by the Authority. The Treasurer shall receive all moneys paid to the Authority and, subject to any limits imposed by the Board or the Chair, shall have authority to give receipts and vouchers, to sign and endorse checks and warrants in the Authority's name and on the Authority's behalf and undertake any other lawful activity delegated by the Board. The Treasurer shall also have charge of disbursement of the funds of the Authority, shall keep full and accurate records of the receipts and disbursements, and shall deposit all moneys and other valuables in such depositories as shall be designated by the Board. The Treasurer shall deposit and invest all funds of the Authority in accordance with this

Agreement and laws of the State applying to the deposit and investment of public funds. The Treasurer shall have such additional authority, powers and duties as are appropriate and customary for the office of Treasurer of entities such as the Authority, and as the Board may otherwise prescribe. The Treasurer may be an employee of the Board, an independent contractor, or a volunteer.

- 3.08 Insurance and Indemnification. The Authority shall insure and/or defend each Director, Officer and employee of the Authority in connection with any claim or actual or threatened suit, action or proceeding (civil, criminal or other, including appeals), in which he or she may be involved in his or her official capacity by reason of his or her being or having been a Director, Officer or employee of the Authority, or by reason of any action or omission by him or her in such capacity. The Authority shall insure and/or defend each Director, Officer and employee of the Authority for, from and against all liability, costs and expenses arising from any such claim, suit or action, except any liability arising from criminal offenses or willful misconduct. The Authority's obligations pursuant to this Section shall be limited to funds of the Authority available for such purpose, including but not limited to insurance proceeds, and no Member shall be liable pursuant to this Agreement to provide any such insurance or indemnification.
- 3.09 Resignation and Removal. Any Director or Alternate Director (a) may resign at any time, effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning; and (b) may be removed at any time by the Governing Body of the Member that appointed him or her, effective upon receipt by the Secretary or the Chair of written notice signed by the Governing Body of the appointing Member.

ARTICLE IV. BOARD OF DIRECTORS

- 4.01 Powers. The Board of Directors shall have all power granted to it under the Act and Colorado State law, including all rights and powers necessary or incidental to or implied from the specific powers granted therein.
- 4.02 Voting. All official actions of the Board shall be taken by a motion or by a resolution. Except as otherwise provided herein, actions of the Board shall be approved upon the affirmative vote of at least a majority of the Directors then in office who are eligible to vote. A majority of the Board of Directors then in office who are eligible to vote shall constitute a quorum. No official action shall be taken by the Board unless a quorum is present at a meeting. Except as otherwise provided in this Agreement, any official action taken by the Board shall be approved by a simple majority of the Directors then in office who are eligible to vote and are present and voting.
- 4.03 Meetings. The Board shall meet no less than quarterly. Meetings will be held at the location as may from time to time be designated by the Board. Notice of meetings shall be posted in the locations established by the Board, in accordance with the Colorado Open Meetings Law, C.R.S. §24-6-401 *et seq.*

- 4.04 Notice. The Authority shall provide at least 24 hours' written notice of meetings to each Director and Alternate Director and to the Governing Body of each Member.
- 4.05 Ethics. Notwithstanding any other provision hereof, a Director shall disqualify himself or herself from voting on any issue with respect to which he or she has a conflict of interest, unless he or she has disclosed such conflict of interest in compliance with C.R.S. §§18-8-308 and 24-18-101 et seq., as amended. It is permissible for the Alternate Director to vote in place of any disqualified Director, provided that the Alternate Director shall be subject to disqualification under the same standards applicable to the disqualified Director.
- 4.06 Special Meetings. The Board may convene special meetings at the request of any Member upon notice as required by Section 4.04 hereof.
- 4.07 Policies and Procedures. The Board may adopt by Resolution, such bylaws, policies and procedures governing the conduct and activities of the Authority and the Board, including, but not limited to, location for placement of notices, meeting locations, conduct of meetings, matters relating to investment, budget and appropriation processes, the retention of employees or consultants, procurement practices, record retention, conflict of interest policies, term limitations and the delegation of responsibilities.
- 4.08 Approval of Regional Transportation System. The Governing Body of each Member expressly and affirmatively supports for Construction those Regional Transportation System improvements identified on Exhibit A, and agrees to accept the phasing established in Exhibit D for Construction of such Regional Transportation System improvements. Notwithstanding the above, no Construction shall commence until and unless the Regional Transportation System improvements are deemed by the Governing Body of each Member to be consistent with their respective master development plans, such construction is approved by all applicable governing jurisdictions and a Capital Plan with regard to such improvements is in effect.

ARTICLE V. FINANCIAL CONTRIBUTIONS

- 5.01 Cost Share. The City, the County and the District hereby adopt the Budgetary Covenant and agree that each will separately account for and allocate those revenues described in Exhibit E and collected within the Boundaries, for payment, subject to the Budgetary Covenant, to the Authority, as follows:
- (a) Each of the City, the County and the District shall credit such revenues, as received, to a separate special fund maintained by them, which revenues shall be separately accounted for in such special fund until they are either appropriated pursuant to the Budgetary Covenant or released and transferred to the respective general funds (or in the case of the County and to the extent applicable, the Road and Bridge Fund) of any Members whose Governing Bodies decline to so appropriate.

- (b) Any funds received by the Authority from appropriations made pursuant to paragraph (a) of this Section, or from the imposition of sales taxes by the Authority or the levy of property taxes by the Authority under the conditions contemplated by Section 2.04 hereof, shall be immediately credited to a separate special fund of the Authority to be known as the “Aerotropolis Regional Transportation Authority Income Fund” (the “Income Fund”). The Income Fund shall be used by the Authority solely for the purpose of paying principal of and interest on Bonds of the Authority issued for Construction of components of the Regional Transportation System or administrative and operations expenses to the extent permitted by Section 2.04. The Income Fund, together with any other funds or accounts of the Authority, shall be public funds for purposes of investments or deposits, and shall be subject to independent audit annually. All records of the Authority pertaining to the Income Fund shall be subject to public inspection to the fullest extent permitted by the laws of the State.
- (c) Any funds received by the Authority from other sources, including without limitation amounts received by the Authority from agreements with the Colorado Department of Transportation, the E-470 Public Highway Authority or other public or private entities relating to all or any portion of the Regional Transportation System shall be used either to fund Construction of the Regional Transportation System directly or applied to supplement the Income Fund and pledged as security for Bonds of the Authority.

5.02 Bonds. Bonds of the Authority shall be authorized, issued and sold in the manner provided in C.R.S. §43-4-609, as supplemented by the Supplemental Public Securities Act, Title 57, Article 1, Part 2, C.R.S., provided that (a) the issuance of Bonds shall require the unanimous vote of the Board; (b) the Bonds, including any refundings thereof, shall mature in not more than 40 years from the date of original issuance of such Bonds; (c) the Bonds shall clearly and conspicuously state on their face that they do not represent the debt, indebtedness or multiple fiscal year financial obligation of the Members; that they are secured solely by the funds actually received by the Authority, credited to the Income Fund and pledged by the Authority as security for the Bonds, and that any amounts of revenues that may be available to be appropriated by the Members of the Authority for credit to the Income Fund are subject in any event to the Budgetary Covenant until appropriated by the Governing Bodies of the Members in their sole discretion. No Bonds shall be issued until the Board unanimously approves a plan of finance which demonstrates that the improvements described in Exhibit D can be financed with Bonds which can be repaid in full from the sources identified in Exhibit E and such other revenues which are available to the Authority at the time the plan is approved.

5.03 Enterprise. The City and County agree in good faith to evaluate the ability to establish a transportation enterprise exempted from the provisions of Article X, Section 20 of the Colorado Constitution to fund the Regional Transportation System constructed by the Authority.

ARTICLE VI.
TERM AND DISTRIBUTION OF ASSETS UPON TERMINATION

- 6.01 Term. This Agreement shall be perpetual and continue in full force and effect until rescinded or terminated, but in no event before retirement or discharge of all Bonds or other obligations.
- 6.02 Termination. This Agreement shall terminate ninety (90) days following the completion of the Regional Transportation System and the date each Governing Body of all the Members unanimously agree in writing to terminate this Agreement; provided, however, that this Agreement may not be terminated so long as the Authority has any Bonds or other obligations Outstanding.
- 6.03 Distribution of Assets upon Termination. Upon termination of this Agreement pursuant to Section 6.02 hereof, after payment of all Bonds and other obligations of the Authority, the net assets of the Authority shall be distributed, disposed of, or divided in the following manner:
- (a) The State of Colorado is ineligible for any distribution of property under this Section.
 - (b) Any real property interest or fixtures to real property shall become the property of the Member in whose jurisdiction such real estate or fixture is located. If property is located within multiple jurisdictions, the property shall become the property of the City.
 - (c) Any funds remaining in the Income Fund after the payment of the Bonds secured thereby, together with any earnings from the investment thereof shall be returned to the Members in proportion to their respective contributions.
 - (d) Any personal property not claimed by a Member shall be liquidated at auction, and the proceeds from such sale shall be combined with any cash in the Authority's accounts.
 - (e) Any cash or other monetary assets other than funds in the Income Fund shall be divided among the Members in proportion to their respective operation and maintenance responsibilities for the components of the System, as calculated by determining the square footage of improvements completed.
 - (f) Any other property not addressed above shall be distributed to one or more Members, as the Board determines, prior to termination of the Authority.

**ARTICLE VII.
AMENDMENTS**

- 7.01 Amendment of Agreement. This Agreement may be amended only with the consent of the Governing Bodies and the unanimous approval of the Board; except for the Boundaries which shall be amended in accordance with Section 7.02 below.
- 7.02 Amendment of Boundaries. Exhibit B and the definition of “Boundaries” may be amended by the Board in accordance with § 605(2)(a) of the Act; provided, in no event shall property be excluded while Bonds are Outstanding.
- 7.03 Addition of Members. Any public entity falling within the definition of “Member” with jurisdictional boundaries that overlap the Boundaries of the Authority may request to become a member of the Authority. In no event shall an additional municipality, Title 32 District or county become a party to this Agreement without the unanimous consent of the then existing Members.
- 7.04 Withdrawal of Members. In no event may a party withdraw from this Agreement if such withdrawal (a) would result in fewer members than one (1) county and one (1) municipality, two (2) municipalities, or two (2) counties, or (b) would be effective while any Bonds remained Outstanding or (c) would be effective prior to completion of Construction of the Regional Transportation System as described in the then-effective Capital Plan. In the absence of such circumstances, any Member of this Agreement may terminate its participation in the Authority by passage of a resolution by its Governing Body.

**ARTICLE VIII.
MISCELLANEOUS**

- 8.01 Ownership and Maintenance. The Regional Transportation System improvements will be conveyed to the appropriate governing jurisdiction, regardless of whether such jurisdiction is a Member of the Authority, responsible for similarly situated improvements for ownership, operation, maintenance, repair and replacement. In the event there is uncertainty in regard to ownership and maintenance responsibility, the Members shall determine the entity responsible for ownership, but in no event shall the Authority retain ownership after expiration of any applicable warranty period.
- 8.02 Regional Cooperation. The Members shall cooperate, and in partnership with other applicable governing jurisdictions, determine the location and design of the Regional Transportation System.
- 8.03 Guarantees. Any Member constructing the Regional Transportation System shall not be required to provide security or collateral guaranteeing completion of such System improvements if: (a) the funding is available and has been restricted for such purpose; and (b) performance, payment and warranty bonds or other surety, in an amount and form

acceptable to the Authority, guaranteeing the completion of the Infrastructure, have been filed with the Authority or the Member entity.

- 8.04 Third Party Beneficiaries. Nothing expressed or implied herein is intended or shall be construed to confer upon any person other than the Members any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the Members.
- 8.05 Governing Law. The laws of the State shall govern the construction and enforcement of this Agreement.
- 8.06 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement.

WITNESS the signatures of the authorized representatives to the Parties to this Agreement, as set forth below:

COUNTY OF ADAMS

By: _____
Name:
Title:

CITY OF AURORA

By: _____
Name:
Title:

THE AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT

By: _____
Name:
Title:

EXHIBIT A

REGIONAL TRANSPORTATION SYSTEM

E470/38 th /The Aurora Highlands Pkwy Interchange - Full interchange design and build of diamond interchange along with frontage roads to and from 48 th .
I-70/Harvest/Powhaton Interchange - Full interchange design and build of diamond interchange at Harvest along with frontage roads to and from Powhaton in the interim.
38 th Avenue (E470 to Himalaya) – full section improvements - 4 lane arterial along with regional drainage crossings, traffic control and multimodal/bike boulevard.
Harvest/Powhaton Interconnect (I-70 to 56 th Avenue) – full section improvements - 6 lane limited access principal arterial along with regional drainage crossings, traffic control and multimodal (ped/bike) path and UPRR grade separation.
48 th Avenue (E470 to Powhaton) - full section improvements - 6 lane arterial along with regional drainage crossings, traffic control, multimodal (ped/bike) path and E470 overpass upgrade.
26 th Avenue (E470 to Powhaton) – full section improvements - 4 lane arterial along with regional drainage crossings/conveyance and traffic control.
Gun Club/Aura Boulevard/Main Street (26 th to 56 th) – full section improvements - 4 lane arterial along with regional drainage crossings/conveyance, traffic control and multimodal (ped/bike) path.
The Aurora Highlands Parkway (Interconnect to 38 th /E470 Interchange) – full section improvements - 4 lane arterial separated by major drainageway along with regional drainage crossings/conveyance, traffic control and multimodal/bike boulevard. Only constructed with approval of the E-470 Board of Directors.
Picadilly Interchange – Full Interchange Design

EXHIBIT B

BOUNDARIES

[see attached one page]

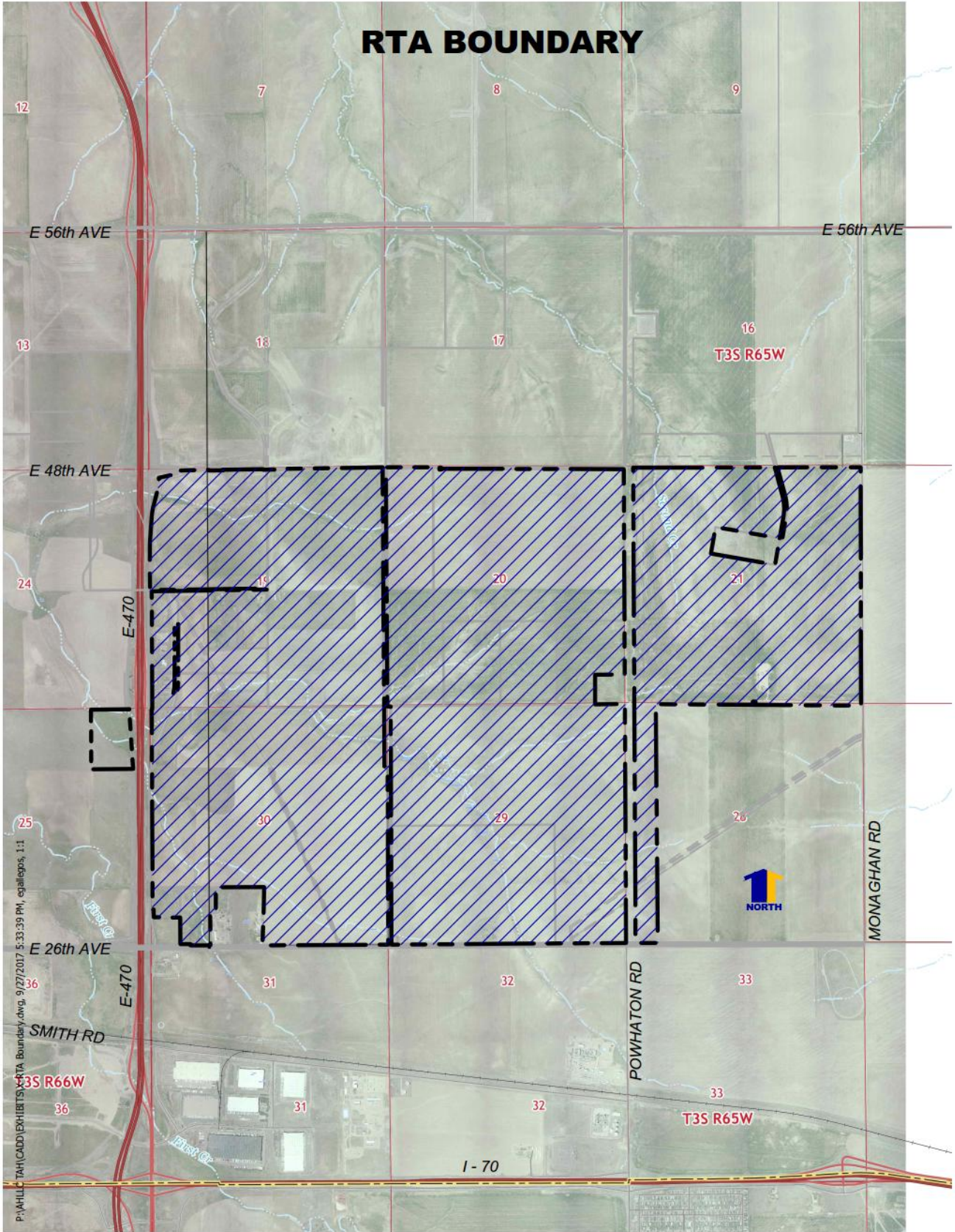


EXHIBIT C

BALLOT QUESTIONS

BALLOT QUESTION A - PROPERTY TAX OF AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY

SHALL AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY TAXES BE INCREASED \$500,000 IN FISCAL YEAR 2019 AND BY WHATEVER AMOUNTS ARE RAISED IN EACH SUBSEQUENT FISCAL YEAR, BY THE IMPOSITION OF AD VALOREM PROPERTY TAXES LEVIED IN ANY YEAR AT A RATE NOT TO EXCEED FIVE (5) MILLS AND WITHOUT LIMITATION AS TO AMOUNT OR ANY OTHER CONDITION, FOR THE PURPOSES OF SUCH AUTHORITY, AND SHALL THE PROCEEDS OF SUCH TAXES AND ANY INVESTMENT INCOME THEREON BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY IN FISCAL YEAR 2019 AND EACH FISCAL YEAR THEREAFTER AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY SPENDING, REVENUE-RAISING OR OTHER LIMITATION UNDER THE CONSTITUTION AND LAWS OF COLORADO NOW OR HEREAFTER IN EFFECT, ALL WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY?

BALLOT QUESTION B - SALES TAX OF AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY

SHALL AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY TAXES BE INCREASED \$500,000 IN FISCAL YEAR 2018 AND BY WHATEVER AMOUNTS ARE RAISED IN EACH SUBSEQUENT FISCAL YEAR, BY THE IMPOSITION OF A SALES TAX AT THE RATE OF 1.00% IN THE MANNER AUTHORIZED BY THE REGIONAL TRANSPORTATION AUTHORITY LAW, PART 6 OF ARTICLE 4, TITLE 43, COLORADO REVISED STATUTES, FOR THE PURPOSES OF SUCH AUTHORITY, AND SHALL THE PROCEEDS OF SUCH TAXES AND ANY INVESTMENT INCOME THEREON BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY IN FISCAL YEAR 2018 AND EACH FISCAL YEAR THEREAFTER AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY SPENDING, REVENUE-RAISING OR OTHER LIMITATION UNDER THE CONSTITUTION AND LAWS OF COLORADO NOW OR HEREAFTER IN EFFECT, ALL WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY?

BALLOT QUESTION C - REVENUE CHANGE FOR AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY

SHALL THE AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY BE AUTHORIZED TO COLLECT, RETAIN AND SPEND THE FULL AMOUNT OF ALL TAXES, FEES, CHARGES, GRANTS, INTERGOVERNMENTAL PAYMENTS OR OTHER

REVENUES, FROM WHATEVER SOURCE DERIVED, DURING FISCAL YEAR 2018 AND EACH FISCAL YEAR THEREAFTER, SUCH AMOUNTS TO CONSTITUTE A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY SPENDING, REVENUE-RAISING OR OTHER LIMITATION UNDER THE CONSTITUTION OR LAWS OF THE STATE OF COLORADO NOW OR HEREAFTER IN EFFECT, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUE THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY?

BALLOT QUESTION D - BONDS OF AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY

SHALL AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY DEBT BE INCREASED \$600,000,000 WITH A REPAYMENT COST OF \$1,800,000,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, BY THE ISSUANCE OF REVENUE BONDS OR OTHER OBLIGATIONS OF THE AUTHORITY, WHICH BONDS OR OTHER OBLIGATIONS MAY BE REFUNDED IN WHOLE OR IN PART AT RATES EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED OBLIGATIONS, ALL FOR THE PURPOSE OF DEFRAYING THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING REGIONAL TRANSPORTATION IMPROVEMENTS AND APPURTENANT FACILITIES, EQUIPMENT, LAND AND EASEMENTS AND EXTENSIONS AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 9.00% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED AT ONE TIME OR FROM TIME TO TIME AND TO BE SECURED AND PAID FROM SUCH FUNDS AND REVENUES OF THE AUTHORITY AS AUTHORIZED BY THE INTERGOVERNMENTAL AGREEMENT PURSUANT TO WHICH THE AUTHORITY IS ORGANIZED, AND SHALL THE PROCEEDS OF ANY SUCH DEBT, ANY REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON BE COLLECTED, KEPT AND SPENT BY THE AUTHORITY AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY SPENDING, REVENUE-RAISING OR OTHER LIMITATION UNDER THE CONSTITUTION OR LAWS OF THE STATE OF COLORADO NOW OR HEREAFTER IN EFFECT, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY?

BALLOT QUESTION E - FORMATION OF AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY BY INTERGOVERNMENTAL AGREEMENT

SHALL THE AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY BE FORMED BY INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF AURORA, ADAMS COUNTY AND THE AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT, FOR THE PURPOSE OF PROVIDING REGIONAL

TRANSPORTATION IMPROVEMENTS WITHIN THE AREA GENERALLY BOUNDED BY EAST 56TH AVENUE ON THE NORTH, POWHATON ROAD ON THE EAST, INTERSTATE 70 ON THE SOUTH, AND THE E-470 HIGHWAY ON THE WEST, AS SUCH AREA MAY BE INCREASED OR REDUCED?

EXHIBIT D

CAPITAL PLAN

[see attached one page]

Exhibit D - Phasing Plan

February 5, 2018

	Project	Description (RTA Portion)	Total Cost	RTA Total	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
A	48th Avenue	E470 to Gun Club 6 Lanes (2 Lanes)	\$ 4,899,840	\$ 1,714,944						\$ 428,736	\$ 1,286,208									
										Independent Construction										
B	48th Avenue	Gun Club to Harvest 6 Lanes (2 Lanes)	\$ 6,082,560	\$ 2,128,896										\$ 532,224	\$ 1,596,672					
														Independent Construction						
C	48th Avenue	Harvest to Powhatan 6 Lanes (2 Lanes)	\$ 12,165,120	\$ 4,257,792										\$ 1,064,448	\$ 3,193,344					
														Independent Construction						
D	38th Avenue	Himalaya to E470 4 Lanes (North 2 Lanes)	\$ 14,931,280	\$ 14,931,280	\$ 746,564	\$ 746,564						\$ 6,719,076	\$ 6,719,076							
					Design	Design						Linked to Construction of O								
E	38th Avenue	Himalaya to E470 4 Lanes (South 2 Lanes)	\$ 8,039,920	\$ 8,039,920														\$ 4,019,960	\$ 4,019,960	
																		Second Phase of O		
F	TAH Parkway	E470 to Main Street 4 Lanes (1 Lane)	\$ 3,674,880	\$ 3,674,880	\$ 918,720	\$ 2,756,160														
					Initial Connection for Project															
G	TAH Parkway	Main St to Aura Blvd 4 Lanes (1 Lane)	\$ 7,349,760	\$ 2,939,904	\$ 734,976	\$ 2,204,928														
					Initial Connection for Project															
H	TAH Parkway	Aura Blvd to Powhatan 4 Lanes (1 Lane)	\$ 26,169,600	\$ 9,159,360					\$ 1,831,872	\$ 3,663,744	\$ 3,663,744									
									Linked to Construction of Q											
I	26th Avenue	E470 to Main Street 6 Lanes (2 Lanes)	\$ 3,210,240	\$ 1,123,584	\$ 280,896	\$ 842,688														
					Initial Connection for Project															
J	26th Avenue	Main Street to Harvest 6 Lanes (2 Lanes)	\$ 9,630,720	\$ 3,370,752										\$ 674,150	\$ 1,348,301	\$ 1,348,301				
														Linked to Construction of Q						
K	26th Avenue	Harvest to Powhatan 6 Lanes (2 Lanes)	\$ 14,530,560	\$ 5,085,696										\$ 1,017,139	\$ 2,034,278	\$ 2,034,278				
														Linked to Construction of Q						
L	Powhatan Road	I-70 to 26th 6+ Lanes (3 Lanes)	\$ 18,928,000	\$ 12,303,200					\$ 2,460,640	\$ 4,921,280	\$ 4,921,280									
									Linked to Construction of Q											
M	Powhatan Road	26th to 48th 6+ Lanes (3 Lanes)	\$ 32,032,000	\$ 20,820,800					\$ 4,164,160	\$ 8,328,320	\$ 8,328,320									
									Linked to Construction of Q											
N	Powhatan Road	48th to 56th 6+ Lanes (3 Lanes)	\$ 25,920,000	\$ 16,848,000					\$ 3,369,600	\$ 6,739,200	\$ 6,739,200									
									Linked to Construction of Q											
O	E470/38th Interchange	Interchange 100%	\$ 24,000,000	\$ 24,000,000	\$ 1,200,000	\$ 1,200,000					\$ 4,800,000	\$ 9,600,000						\$ 7,200,000		
					Design/Construction						Linked to Construction of D							Second Phase		
P	HM/PR/I70	Interchange 100%	\$ 36,000,000	\$ 36,000,000	\$ 1,440,000	\$ 1,440,000								\$ 720,000	\$ 10,800,000	\$ 10,800,000	\$ 10,800,000			
					Design									Design		Independent Construction Second Phase				
Q	Powhatan/I-70 INT	Initial Interchange 100%	\$ 6,080,000	\$ 6,080,000	\$ 304,000	\$ 304,000	\$ 608,000	\$ 1,216,000	\$ 1,824,000	\$ 1,824,000										
					Design		Linked to Construction of H-N													
R	Picadilly Interchange	Interchange(NEATS) Design Only	\$ 49,440,000	\$ 2,472,000														\$ 1,236,000	\$ 1,236,000	
																		Design		
		PROJECTED TOTAL	\$ 295,044,560	\$ 174,951,008	\$ 5,625,156	\$ 9,494,340	\$ 608,000	\$ 1,216,000	\$ 13,650,272	\$ 25,905,280	\$ 29,738,752	\$ 16,319,076	\$ 6,719,076	\$ 4,007,962	\$ 18,972,595	\$ 14,182,579	\$ 12,036,000	\$ 12,455,960	\$ 4,019,960	\$ -
		CUMMULATIVE TOTAL			\$ 5,625,156	\$ 15,119,496	\$ 15,727,496	\$ 16,943,496	\$ 30,593,768	\$ 56,499,048	\$ 86,237,800	\$ 102,556,876	\$ 109,275,952	\$ 113,283,914	\$ 132,256,509	\$ 146,439,088	\$ 158,475,088	\$ 170,931,048	\$ 174,951,008	\$ 174,951,008

EXHIBIT E

FUNDING SOURCES

Revenues subject to allocation (from within boundaries only):

City Revenues

100% of City Use Tax on Construction Materials at the current rate, but excluding the 0.25% use tax dedicated to increased staffing of the City police department and operation and maintenance of the City detention facility

100% of the City Transportation Impact Fee for Residential Development at the rate in effect at the time of payment

County Revenues

50% of County General Fund Property Tax

100% of County Road and Bridge Fund Tax

Authority Revenues from Levy by District or Authority

100% of a Mill Levy of 5.00 mills on all taxable real property through the District's imposition of the Aurora Regional Mill Levy, provided that if such Regional Mill Levy is not imposed, the Authority shall levy up to 5.00 mills in its place

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

Resolution 2018-

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
ADAMS COUNTY AND THE CITY OF AURORA REGARDING NON-USE OF URBAN
RENEWAL ADJACENT TO THE AEROTROPOLIS REGIONAL TRANSPORTATION
AUTHORITY**

WHEREAS, pursuant to Art. XIV, §18(2)(a) of the Colorado Constitution, and §29-1-203, C.R.S., as amended, Adams County and the City of Aurora (“the Parties”) may cooperate or contract with each other to provide any function or service lawfully authorized to each; and,

WHEREAS, the Parties recently approved the execution of an Intergovernmental Agreement among the Board of County Commissioners of the County of Adams, the City of Aurora, and the Aerotropolis Area Coordinating Metropolitan District establishing the Aerotropolis Regional Transportation Authority; and,

WHEREAS, the Parties wish to further agree that they must coordinate and agree prior to establishing any urban renewal area within one mile of the Aerotropolis Regional Transportation Authority boundaries by means of an Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement between Adams County and the City of Aurora Regarding Non-Use of Urban Renewal Adjacent to the Aerotropolis Regional Transportation Authority, a copy of which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is hereby authorized to execute the Intergovernmental Agreement.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
ADAMS COUNTY AND THE CITY OF AURORA REGARDING NON-
USE OF URBAN RENEWAL ADJACENT TO THE AEROTROPOLIS
REGIONAL TRANSPORTATION AUTHORITY**

This INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into effective this _____ day of _____, 2018, by and between Adams County, a political subdivision of the State of Colorado, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601 (“County”), and the City of Aurora, a home rule municipal corporation, whose address is 15151 East Alameda Parkway, Aurora, Colorado 80012 (“Aurora”), collectively (“Parties”).

WHEREAS, pursuant to Art. XIV, §18(2)(a) of the Colorado Constitution, and §29-1-203, C.R.S., as amended, the Parties may cooperate or contract with each other to provide any function or service lawfully authorized to each; and,

WHEREAS, the Parties recently approved the execution of an Intergovernmental Agreement Among the Board of County Commissioners of the County of Adams, the City of Aurora, and the Aerotropolis Area Coordinating Metropolitan District Establishing the Aerotropolis Regional Transportation Authority; and,

WHEREAS, by means of this IGA the Parties wish to further agree that they must coordinate and agree prior to establishing any urban renewal area within one mile of the Aerotropolis Regional Transportation Authority boundaries.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. **Non-Use of Urban Renewal.** Aurora shall not establish, designate or investigate the establishment of an urban renewal area, the boundary of which is within one mile of any boundary of the Aerotropolis Regional Transportation Authority, without first obtaining the County’s written consent regarding the establishment, designation or investigation of the establishment of said urban renewal area.

2. **No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person, other than the Parties, shall be deemed to be only an incidental beneficiary under this IGA.

3. **Governing Law and Venue; Recovery of Costs.** This IGA shall be governed by the laws of the State of Colorado, and venue shall be in Adams County, Colorado. In the event legal action is brought to resolve any dispute among the Parties related to this IGA, the Parties shall pay their own court costs and attorney fees.

4. **Governmental Immunity.** No term or condition of this IGA shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

5. **Authority.** The Parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this IGA on behalf of the Parties and to bind the Parties to its terms.

6. **Entire Agreement.** This IGA contains the entire agreement of the Parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of both Parties.

7. **Counterparts.** This IGA may be executed in counterparts, each of which shall constitute one and the same instrument.

8. **Binding Effect.** This IGA can be assigned only with the consent of the other Party. This IGA shall be binding upon, and shall inure to the benefit of, the Parties and their respective heirs, personal representatives and successors and permitted assigns.

9. **Effective Date.** This IGA shall be effective on the latest date by which both Parties have it adopted.

10. **Severability.** In the event a court of competent jurisdiction holds any provision of this IGA invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this IGA.

11. **Written Notices** required under this IGA and formal correspondence among the Parties shall be directed to the following and shall be deemed received as of the date of hand-delivery, or as of the date indicated on the return receipt request of a certified mailing:

If to the County:

Adams County
c/o Adams County Attorney's Office
4430 S Adams County Parkway, 5th Floor
Brighton, CO 80601-8218

If to Aurora:

City of Aurora
c/o Aurora City Attorney's Office
15151 E. Alameda Parkway, Suite 5300
Aurora, CO 80012

[The remainder of this page intentionally left blank.]

[One signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this IGA to be executed as of the day and year first written above.

CITY OF AURORA

By: _____
Stephen D. Hogan, Mayor

Attest:

Approved as to form:

Linda S. Blackston, City Clerk

Michael J. Hyman, City Attorney

**BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO**

By: _____
Chair of the Board

Attest:

Approved as to Form

County Attorney's Office