

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A RIGHT OF WAY AGREEMENT WITH KRISTIN M.  
JOHNSON FOR PROPERTY NECESSARY FOR THE WEST 56<sup>TH</sup> AVENUE, FEDERAL  
BOULEVARD TO ZUNI STREET PROJECT

**Resolution 2014-128**

WHEREAS, Adams County is in the process of acquiring property for the expansion of West 56<sup>th</sup> Avenue between Federal Boulevard and Zuni Street Project (“Project”); and,

WHEREAS, Parcel TK25 and TE25 located in the Southeast Quarter of Section 8, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, is owned by Kristin M. Johnson (“Johnson parcels”); and,

WHEREAS, Adams County requires ownership of the Johnson parcels for construction of the Project; and,

WHEREAS, Kristin M. Johnson is willing to sell the Johnson parcels to Adams County under the terms and conditions of the attached Right-of-way Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Right-of-way Agreement with Kristin M. Johnson, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Chairman of the Board of County Commissioners is hereby authorized to execute said Right-of-way Agreement on behalf of Adams County.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry \_\_\_\_\_ Aye  
Tedesco \_\_\_\_\_ Aye  
Hansen \_\_\_\_\_ Aye  
Commissioners

STATE OF COLORADO    )  
County of Adams        )

I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 17<sup>th</sup> day of March, A.D. 2014.

County Clerk and ex-officio Clerk of the Board of County Commissioners  
Karen Long:



By:



Deputy

## RIGHT-OF-WAY AGREEMENT

This Agreement is made and entered into by and between Kristin M. Johnson whose address is 2531 W. 56<sup>th</sup> Avenue, Denver, CO 80221 (“Owner”), and the County of Adams, State of Colorado, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 (“County”) for the conveyance of rights-of-way and easements on property located at 2531 W. 56<sup>th</sup> Avenue, hereinafter (the “Property”) for the West56<sup>th</sup> Avenue - Federal to Zuni Improvement Project (the “Project”). The legal descriptions and conveyance documents for the rights-of-way and easements on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property described herein is \$14,390.00 including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of; \$9,340.00 for the dedication of road right-of-way; \$430.00 for the Temporary Construction Easement and \$4,620.00 for improvements and incidental damages including: fences, gates, trees, landscaping, etc. This consideration has been agreed upon between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

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

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.

2. The Owner agrees to execute and delivery to the County a general warranty deed for the rights-of-way; and a temporary construction easement for the temporary construction easement on the Property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement with an expected date to be on or after March 31, 2014.

3. Owner hereby irrevocably grants to the County possession and use of the rights-of-way and easement on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the said property until such time as the County obtains from the Owner a general warranty deed for the rights-of-way and an easement for the temporary construction easement.

4. The County through its contractor shall assure that reasonable access shall be maintained to the Owner’s property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.

5. All work performed pursuant to this Project shall be at County expense. In further consideration of the granting hereof, it is hereby agreed that all work performed by the County, its successors and assigns, in connection with the easement shall be done with care, and the surface of the property damaged during construction and maintenance shall be restored reasonably similar to its original condition following completion of the work performed. Furthermore, the County agrees to construct a temporary fence sturdy enough and for the purpose of keeping three large dogs in the yard not less than Tee fence posts and the existing 48 inch

chain link fence along West 56<sup>th</sup> Avenue. The fence shall be constructed along the north line of the Temporary Construction Easement between the house and 56<sup>th</sup> Avenue from the east property line to the west property line and west fence. The temporary fence shall be left for the Owner so the Owner can construct a new fence of the Owner's choice along West 56<sup>th</sup> Avenue. The County agrees to remove the three trees located near the southwest corner of the property and the tree/bush at the southeast corner of the property. The County agrees to construct a new retaining wall on Owner's property along the north side of the new right-of-way/property line of sufficient height to provide for the construction of the Project with drainage to the street.

6. The Owner covenants and agrees that no building, structure, or other above or below ground obstruction that may interfere with the purposes aforesaid will be placed, erected, installed or permitted upon the Properties by or through the Owner during the period of construction. The Owner further covenants and agrees that in the event the terms of this paragraph are violated by the undersigned, or any person through it, such violation will be corrected and eliminated within a reasonable time upon receipt of written notice of such violation from the County, or that the County shall have the right, following a reasonable period of time, to correct or eliminate such violation and the Owner and their assigns shall promptly pay the actual cost thereof.

7. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and requires the Property for a public purpose.

8. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bring an action against the Owner for specific performance.

9. This Agreement contains all agreements, understandings and promises between the Owner and the County relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns.

10. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

**Owners: Kristin M. Johnson**

By: \_\_\_\_\_

Kristin M. Johnson

**Approved:**

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

\_\_\_\_\_  
Chairman

3-17-14  
\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
County Attorney

Exhibit A to Right-of-way Agreement

**WARRANTY DEED**

**THIS DEED**, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between **KRISTIN M. JOHNSON** 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 Fourteen Thousand Three Hundred Ninety Dollars (\$14,390.00) 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" attached hereto and incorporated herein by this reference.

Dedicated for W. 56th Avenue and Alcott Street  
Also known by street and number as: Vacant Land  
Assessor's schedule or parcel number: part of 0-1825-08-4-00-024

**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 herself, her heirs and personal representatives, does 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, she 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 2013 taxes due in 2014 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.

\_\_\_\_\_  
Kristin M. Johnson

STATE OF COLORADO    )  
  ) ss  
County of Adams         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by Kristin M. Johnson  
Witness my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public

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



**MERRICK®**

Engineers & Architects

Mail: PO Box 22026 / Denver, CO / 80222 / USA  
Delivery: 2450 S. Peoria St./ Aurora, CO / 80014  
303/751-0741 / Fax 303/751-2581

JOB NO.: 18014573

FILE: ..\desc\REC. NO. C0050644-ROW.doc

DATE: June 26, 2006

**RIGHT OF WAY DESCRIPTION**

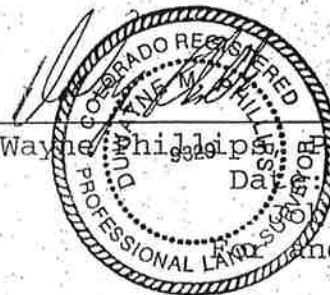
A portion of a parcel of land described in Reception No. C0050644 recorded in the Office of the Adams County Clerk and Recorder, located in Southeast Quarter of Section 8, Township 3 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

**COMMENCING** at the Southeast corner of said Southeast Quarter of Section 8, whence the Southwest corner of said Southeast Quarter of Section 8 bears S89°59'07"W a distance of 2654.34 feet; **THENCE** S89°59'07"W along the southerly line of said Southeast Quarter a distance of 477.67 feet; **THENCE** N00°13'37"W along the prolongation of the westerly line of said parcel of land described in Reception No. C0050644 being the easterly line of Alcott Street as described in Book 692, Page 55 recorded in the Office of the Adams County Clerk and Recorder a distance of 20.00 feet to the **POINT OF BEGINNING**;

**THENCE** the following two (2) courses along the westerly and northerly lines of said parcel of land described in Reception No. C0050644:

- 1.) N00°13'37"W along said easterly line of Alcott Street described in Book 692 Page 55 recorded in the Office of the Adams County Clerk and Recorder a distance of 175.00 feet;
  - 2.) **THENCE** N89°59'07"E a distance of 2.00 feet;
- THENCE** S00°13'37"E along a line 2.00 feet easterly of and parallel with said westerly line of that parcel of land described in Reception No. C0050644 a distance of 153.00 feet; **THENCE** S45°07'15"E a distance of 9.92 feet;

DuWayne Phillips, P.E. L.S. No. 9329  
 Day: June 26, 2006  
 No.: 18014573  
 and on behalf of



Merrick & Company

THENCE N89°59'07"E along a line 15.00 feet northerly of and parallel with the southerly line of said parcel of land described in Reception No. C0050644 a distance of 51.05 feet; THENCE the following two (2) courses along the easterly and southerly lines of said parcel of land described in Reception No. C0050644:

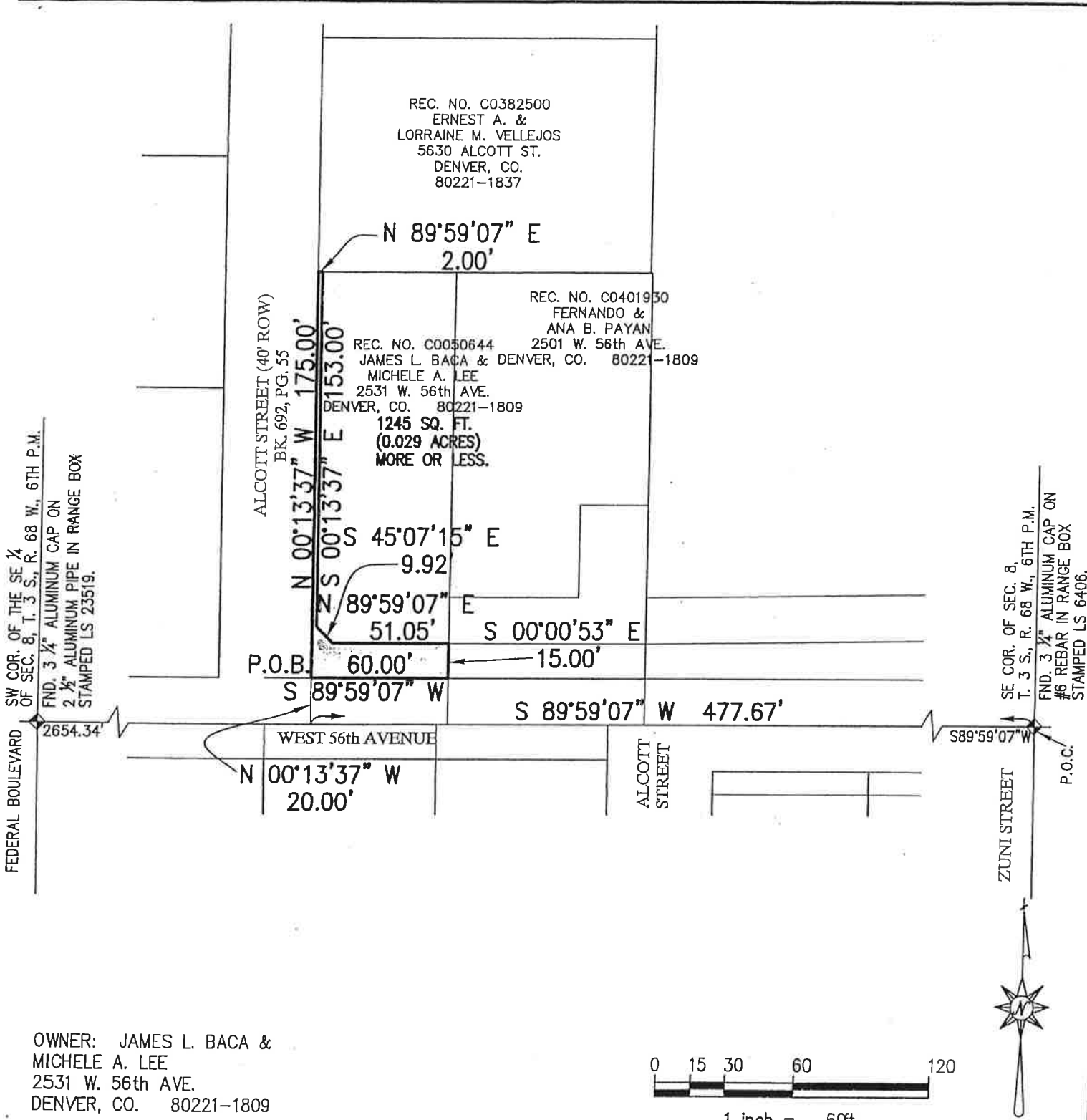
- 1.) S00°00'53"E a distance of 15.00 feet;
- 2.) THENCE S89°59'07"W a distance of 60.00 feet to the **POINT OF BEGINNING.**

Containing 1,245 square feet, (0.029 Acres), more or less.



DuWayse Phi Psi L.S. No. 9329  
Date: June 26, 2006  
Job No. 1801457  
For and on behalf of  
Merrick & Company

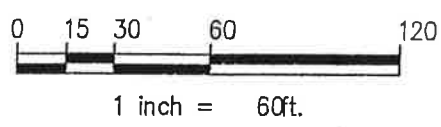
ILLUSTRATION FOR  
EXHIBIT A



FEDERAL BOULEVARD  
SW COR. OF THE SE 1/4  
OF SEC. 8, T. 3 S., R. 68 W., 6TH P.M.  
FND. 3 1/2" ALUMINUM CAP ON  
2 1/2" ALUMINUM PIPE IN RANGE BOX  
STAMPED LS 23519.

SE COR. OF SEC. 8,  
T. 3 S., R. 68 W., 6TH P.M.  
FND. 3 1/2" ALUMINUM CAP ON  
#6 REBAR IN RANGE BOX  
STAMPED LS 6406.  
P.O.C.

OWNER: JAMES L. BACA &  
MICHELE A. LEE  
2531 W. 56th AVE.  
DENVER, CO. 80221-1809



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

BEARINGS ARE ASSUMED AND ARE BASED UPON THE SOUTHERLY LINE OF THE SE 1/4 OF SEC. 8, T3S, R68W, OF THE 6th P.M., ADAMS COUNTY, COLORADO AS BEARING N89°59'07"E BETWEEN THE MONUMENTS SHOWN HEREON.

PARCEL CONTAINS 1245 SQ. FT.

56TH AVENUE RECONSTRUCTION			RIGHT-OF-WAY SITUATED IN THE SE 1/4 OF SEC. 8, T3S, RANGE 68W, 6th P.M., ADAMS COUNTY, COLORADO		
OWN BY:	SCALE:	R.O.W. FILE NUMBER			
RDN	1"=60'				
CHECKED BY:	DATE:	JOB NUMBER:			
DMP	06-26-06	18014573			



**Exhibit A to Right-of-Way Agreement**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**AND RIGHT-OF-ENTRY**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between Kristin M. Johnson, hereinafter and collectively referred to as the Owner, and the County of Adams, State of Colorado, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601 hereinafter and collectively referred to as the County:

WITNESS, that for and in consideration of Four Hundred Thirty and No/100's Dollars (\$430.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby confessed and acknowledged, the Owner does hereby grant unto the County, its contractors and assigns, a temporary construction easement and right-of-entry over the following property, to wit:

See Exhibit A attached hereto and incorporated herein by this reference, being located in a part of the Southeast Quarter of Section 8, Township 3 South, Range 68 West of the 6th P.M., County of Adams, State of Colorado.

Containing 1,136 square feet or 0.026 acres more or less.

Said temporary construction easement and right-of-entry is for the purpose of installing curb, gutter, sidewalk, retaining wall, temporary fencing and associated appurtenances. All work shall be done at the expense of County.

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the County, its successors and assigns, in connection with this easement shall be done with care. Following completion of the work performed the surface of the property damaged during construction shall be restored reasonably similar to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the improvements being installed.

This easement will start upon the County giving written notice to the Owner and shall terminate 6 months thereafter. The Owner also grants to the County the option to extend this Temporary Construction Easement and Right-of-Entry for 3 three (2) month periods for a total period not to exceed 6 months from the date of the first expiration date. Additional consideration for each 2 month extension shall be prorated based on the original 6 month period. The County shall provide notice in writing to the Owner ten (10) days prior to expiration of the extension period. At the end of the term and any extension thereto, all rights granted under this Temporary Construction Easement and Right-of-Entry are released and the Property shall be considered free and clear of this Temporary Construction Easement and Right-of-Entry.

By: \_\_\_\_\_  
Kristin M. Johnson

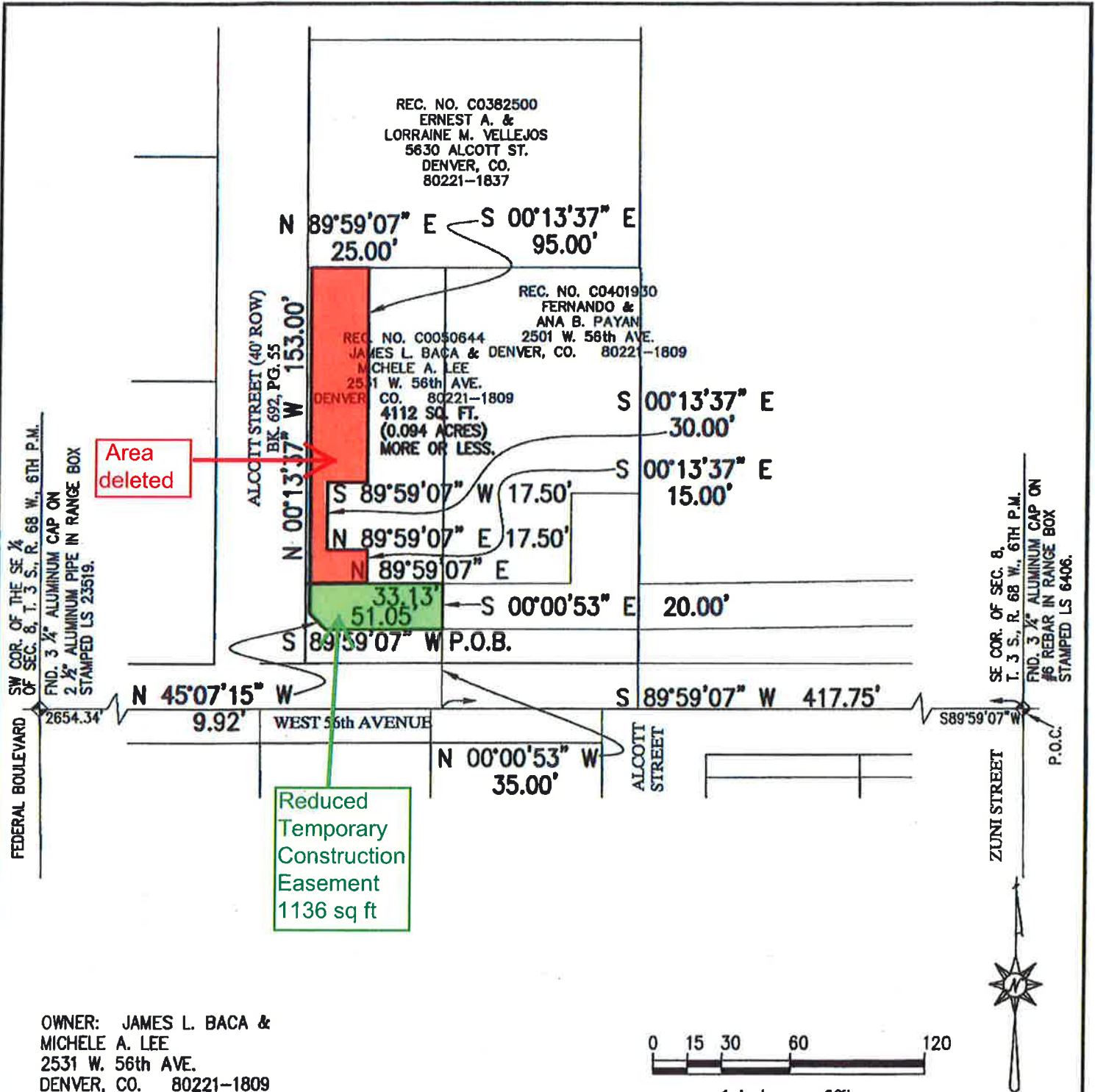
STATE OF COLORADO    )  
COUNTY OF ADAMS     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014,  
by Kristin M. Johnson  
Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

ILLUSTRATION FOR  
EXHIBIT A



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

**1136**  
PARCEL CONTAINS ~~4,112~~ SQ. FT.

BEARINGS ARE ASSUMED AND ARE BASED UPON THE SOUTHERLY LINE OF THE SE 1/4 OF SEC 8, T3S, R68W, OF THE 6th P.M., ADAMS COUNTY, COLORADO AS BEARING N89°59'07"E BETWEEN THE MONUMENTS SHOWN HEREON.

56TH AVENUE RECONSTRUCTION

A TEMPORARY CONSTRUCTION EASEMENT SITUATED IN THE SE 1/4 OF SEC 8, T3S, RANGE 68W, 6th P.M., ADAMS COUNTY, COLORADO

DRAWN BY: <b>RDN</b>	SCALE: <b>1"=60'</b>	R.O.W. FILE NUMBER
CHECKED BY: <b>DMP</b>	DATE: <b>06-26-06</b>	JOB NUMBER: <b>18014573</b>