

**COLORADO DEPARTMENT OF
TRANSPORTATION
MEMORANDUM OF AGREEMENT**

Project Code: 18800 Parcel No: RW-1, TE-1

Project No: FSA 392A-016

Location: US 287 Resurface and SH 392 Intersection

County: Larimer

State Highway No: 392

This agreement made on (date) _____ is between the State of Colorado for the use and benefit of the **Colorado Department of Transportation (GRANTEE)** for the purchase of the parcel(s) listed above from the **County of Larimer, Colorado, as to an undivided 1/2 interest and City of Fort Collins, Colorado, as to an undivided 1/3 interest and City of Loveland, Colorado, as to an undivided 1/6 interest (GRANTOR).**

Just compensation was determined by an appropriate valuation procedure prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following land, easements, improvements, and damages of any kind.

Land (described in attached exhibit A)	3,098 Sq.ft <input checked="" type="checkbox"/>	\$1,066.80
Permanent and Slope Easements		\$ 0
Temporary Easements (described in attached exhibit B)	1,328 Sq.ft <input checked="" type="checkbox"/>	\$200.00
Improvements: N/A		\$ 0
Damages: N/A		\$ 0
	Gross Total	\$1,270.00 (r)
	Less Credit	\$ 0
	Net Total	\$1,270.00 (r)

Other conditions: Other conditions: The execution of this agreement constitutes and grants unto CDOT, its agents and contractors, a temporary easement(s) as described on the attached **Exhibit B** for the purpose of a temporary work area and shall commence no sooner than ten days after the grantor receives notice of the department's intention to occupy the temporary easement(s). The temporary easement(s) shall terminate at the conclusion of construction and in any event, no later than 30 days after completion of said construction. The temporary work area will be rehabilitated to the condition prior to CDOT's occupancy, however no work will be done that could be considered a betterment to the property.

The GRANTOR:

- 1) Will, at the closing, pay all taxes (including prorated taxes for the current year) and special assessments for the current year;
- 2) Has entered into this agreement only because the GRANTEE has the power of eminent domain and requires the property for public purposes;
- 3) Be responsible for securing releases from all liens, judgments and encumbrances to deliver clear, unencumbered title to GRANTEE. Any encumbrance required to be paid by GRANTOR shall be paid at or before closing from the proceeds of the transaction hereby contemplated or from any other source;
- 4) Will execute and deliver to GRANTEE those documents indicated below;
- 5) Expects from the subject property described herein in the attached Exhibits, the mineral estate and including all coal, oil, gas and other hydrocarbons, and all clay and other valuable mineral in and under said subject property. The GRANTOR hereby covenants and agrees that the GRANTEE shall forever have the right to take and use, without payment of further compensation to the GRANTOR, any and all sand, gravel, earth, rock, and other road building materials found in or upon said subject property and belonging to the GRANTOR; and
- 6) The GRANTOR further covenants and agrees that no exploration for, or development of any of the products, as described above, and owned by the GRANTOR heretofore or hereafter the date set forth above and hereby excepted will ever be conducted on or from the surface of the premises described in the attached Exhibits, and that in the event any of such operations may hereafter be carried on beneath the surface of said premises, the GRANTOR shall perform no act which may impair the subsurface or lateral support of said premises. These covenants and agreements hereunder, shall inure to and be binding upon the GRANTOR and its heirs, personal and legal representatives, successors and assigns forever.

NOTE: At GRANTOR'S sole discretion, the GRANTOR may convey the underlying mineral estate owned by GRANTOR to the GRANTEE. GRANTEE makes no representations about the nature, title or value of the mineral estate. In transactions where GRANTOR conveys the underlying mineral estate to GRANTEE, Paragraphs 5 and 6, as set forth above, will be deleted from this Memorandum of Agreement and the conveyance document.

GRANTOR conveys the underlying mineral estate to GRANTEE. Paragraphs 5 and 6 are hereby deleted from the Memorandum of Agreement and the conveyance document.

The GRANTEE:

- 1) Will be entitled to specific performance of this agreement upon tender of the agreed consideration;
- 2) Will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law;
- 3) Will make payment after receiving acceptable conveyance instruments from the GRANTOR;
- 4) Will take possession and use of the parcel(s) when it deposits the consideration, as set forth above, into an escrow account for the benefit of the GRANTOR, or when GRANTEE disburses funds to GRANTOR. Transfer of title to the parcel(s) shall occur upon performance of any and all terms under this agreement, and release of the payment from escrow to the GRANTOR, unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended; and
- 5) Will prepare the following documents:

- | | |
|--|---|
| <input checked="" type="checkbox"/> General Warranty Deed | <input type="checkbox"/> Utility Easement |
| <input type="checkbox"/> Access Deed | <input type="checkbox"/> Permanent Easement |
| <input type="checkbox"/> Full Release(s) Book/Page: | <input type="checkbox"/> Slope Easement |
| <input type="checkbox"/> Partial Release(s) Book/Page: | <input type="checkbox"/> Temporary Easement |
| <input type="checkbox"/> Or (specify) | |
| <input type="checkbox"/> Title Company to prepare documents except | |

Order Warrant \$1,270.00	Payable to: County of Larimer, Colorado, as to an undivided 1/2 interest and City of Fort Collins, Colorado, as to an undivided 1/3 interest and City of Loveland, Colorado, as to an undivided 1/6 interest
Order Warrant \$	Payable to:
Real Estate Specialist	GRANTOR signature Attach form W-9
Reviewed and approved by Phil B. Mazur, SR/WA, Qualified Federal Aid Acquisition Agent	Authorized Representative of Larimer County GRANTOR signature Attach form W-9
	Authorized Representative of City of Fort Collins GRANTOR signature Attach form W-9
	Authorized Representative of City of Loveland GRANTOR signature Attach form W-9
Division approval (Region ROW Manager/Supervisor)	GRANTEE signature

**COLORADO DEPARTMENT OF TRANSPORTATION
REAL PROPERTY
TO BE ACQUIRED
FROM**

Parcel No. RW-1
STA. 103+ to 104+ U.S. 287

County of Larimer, Colorado, as to an
undivided one-half interest and City
of Fort Collins, Colorado, as to an
undivided one-third interest and City
of Loveland, Colorado, as to an
undivided one-sixth interest

FOR

Project No. FSA 392A-016
Interchange of U.S. 287 and S.H. 392

US Highway 287 & State Highway 392
Project Code: 18800

EXHIBIT "A"

**Project No. FSA 392A-016
PARCEL NUMBER: RW-1
Project Code: 18800
Date: July 17, 2013**

A tract or parcel of land No. RW-1 of the Department of Transportation, State of Colorado, Project No. FSA 392A-016 containing **0.071 acres**, more or less, located in the Northeast Quarter of Section 23, Township 6 North, Range 69 West, of the 6th Principal Meridian, in the County of Larimer, State of Colorado, said tract or parcel being more particularly described as follows:

Commencing at a point, whence the Northeast Corner of said Section 23 (3" Brass CDOT Cap in a monument box), bears **N 89°07'00" E**, a distance of **50.01** feet, said point being on the North line of said Section 23, and on the existing westerly right-of-way line of U.S. Highway 287, also being the **POINT OF BEGINNING**;

1. Thence along said existing right-of-way line, **S 0°10'01" E** a distance of **112.25** feet;
2. Thence **S 89°49'59" W** a distance of **41.66** feet;
3. Thence **N 00°10'01" W** a distance of **37.58** feet;
4. Thence **N 46°31'40" E** a distance of **34.57** feet;
5. Thence **N 00°10'01" W** a distance of **51.27** feet, to a point on the North line of said Section 23;
6. Thence along said section line, **S 89°07'00" E** a distance of **16.50** feet, to the **POINT OF BEGINNING**.

The above described tract or parcel of land contains 3,098 square feet (0.071 acres), more or less.

Basis of Bearings: Bearings are based on the west line of the Northwest Quarter of Section 24, Township 6 South, Range 69 West, of the 6th Principal Meridian, between the West Quarter Corner of Section 24, a found 3" Brass CDOT Cap in a monument box, bearing **N 0°10'01" W**, to the Northwest Corner of Section 24, a 3" Brass CDOT Cap in a monument box.

Prepared for and on behalf of the
Colorado Department of Transportation
Terry R. Maw, PLS #31161
Farnsworth Group, Inc.
4655 Forge Road, Suite 150
Colorado Springs, CO 80907



EXHIBIT "B"

**COLORADO DEPARTMENT OF TRANSPORTATION
TEMPORARY EASEMENT
TO BE ACQUIRED
FROM**

Temporary Easement No. TE-1
STA. 103+ to 104+ U.S. 287

County of Larimer, Colorado, as to an
undivided one-half interest and City
of Fort Collins, Colorado, as to an
undivided one-third interest and City
of Loveland, Colorado, as to an
undivided one-sixth interest

FOR

Project No. FSA 392A-016
Interchange of U.S. 287 and S.H. 392

US Highway 287 & State Highway 392
Project Code: 18800

EXHIBIT "B"

PROJECT NUMBER: FSA 392A-016
TEMPORARY EASEMENT NUMBER: TE-1
Project Code: 18800
Date: July 17, 2013

A temporary easement No. TE-1 of the Department of Transportation, State of Colorado, Project No. FSA 392A-016 containing **0.031 acres**, more or less, located in the Northeast Quarter of Section 23, Township 6 North, Range 69 West, of the 6th Principal Meridian, in the County of Larimer, State of Colorado, said temporary easement being more particularly described as follows:

Commencing at a point, whence the Northeast Corner of said Section 23 (3" Brass CDOT Cap in a monument box), bears **N 24°01'02" E**, a distance of **122.05** feet to a point on the existing westerly right-of-way line of U.S. Highway 287, the POINT OF BEGINNING;

1. Thence along said existing right-of-way line, **S 00°10'01" E** a distance of **10.00** feet;
2. Thence **S 89°50'09" W** a distance of **51.66** feet;
3. Thence **N 00°10'01" W** a distance of **51.89** feet;
4. Thence **N 46°31'40" E** a distance of **48.31** feet;
5. Thence **S 00°10'01" E** a distance of **13.74** feet;
6. Thence **S 46°31'40" W** a distance of **34.57** feet;
7. Thence **S 00°10'01" E** a distance of **37.58** feet
8. Thence **N 89°49'59" E** a distance of **41.66** feet, to the POINT OF BEGINNING.

The above described temporary easement contains 1,328 square feet (0.031 acres), more or less.

The purpose of the above described temporary easement is for construction of highway and drainage improvements.

Basis of Bearings: Bearings are based on the west line of the Northwest Quarter of Section 24, Township 6 South, Range 69 West, of the 6th Principal Meridian, between the West Quarter Corner of Section 24, a found 3" Brass CDOT Cap in a monument box, bearing **N 0°10'01" W**, to the Northwest Corner of Section 24, a 3" Brass CDOT Cap in a monument box.

Prepared for and on behalf of the
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