

**REVISED AGREEMENT CONCERNING ACQUISITION OF NEW PERMANENT
RIGHT OF WAY EASEMENT FOR THE BRIDGE #17-0.7-2E-A REPAIR
ON COUNTY ROAD 17, BETWEEN RIVER GLEN HOMEOWNERS ASSOCIATION
AND LARIMER COUNTY**

THIS AGREEMENT made this _____ day of _____, 2014, by and between **RIVER GLEN HOMEOWNERS ASSOCIATION**, hereinafter called the "Owners", and the Board of County Commissioners, County of Larimer, State of Colorado, hereinafter called the "County".

WITNESSETH:

WHEREAS, the County finds it necessary to repair the bridge on County Road 17, which is Larimer County Project No. 9312; and,

WHEREAS, the Owners own property adjacent to said project as described in Book 1613 Page 205 in of the Larimer County records; and

WHEREAS, the County needs additional right-of-way in order to reconstruct said bridge on a safer design standard due to the September 2013 flood; and,

WHEREAS, the Owners wishes to cooperate with the County in said bridge repair.

NOW, THEREFORE, the parties herein agree as follows:

1. The Owners agree to grant a permanent right-of-way easement to the County for highway purposes as described on **Exhibit A-1**, shown as **Parcel 1**, and the County agrees to pay Owners a sum of \$1,750.00 for **Parcel 1** in **Exhibit A-1** made a part herein.
2. The Owners also agree to grant that certain permanent right-of-way easement described as set forth in an Agreement between the parties dated September 16, 1986, (1986 Agreement). Said 1986 Agreement had been accepted by both parties, however, there is no record of payment made to the Owners or conveyance of right of way to the County. For the purposes of this Agreement, Exhibits A, B, C, D and E, referenced in the aforementioned 1986 Agreement, are merged into the attached **Exhibit A-2**, shown as **Parcel 2**, attached hereto. Pursuant to this Agreement, an additional sum of \$1,250.00, as set forth in the aforementioned 1986 Agreement, shall be paid for **Parcel 2** in **Exhibit A-2** to the Owners.
3. The Owners agree to grant said permanent right-of-way easement described in paragraph 1 and 2 above to the County by Deed of Dedication, free of all liens and encumbrances, which deed of dedication shall be delivered on May 30, 2014 or otherwise as mutually agreed by the parties.
4. Upon execution of this Agreement, the County, its contractors, agents, employees and all others deemed necessary by the County, shall have the irrevocable right to possess and use all of the real property shown in **Exhibit A-1 and Exhibit A-2** for the purpose of rebuilding

said bridge, and performing future maintenances and repairs to maintain bridge structural integrity and ensure safe function.

5. The County agrees to temporarily remove and or replace existing fence to pre-existing condition before and after reconstruction of said bridge. The fence will be the property of the Owners, and the Owners assume all obligations for its maintenance.

6. The County agrees to reseed and mulch, as appropriate, areas where existing vegetation is damaged or destroyed during bridge repair operations. A seed mix appropriate for the site will be used.

7. Neither party has made or authorized any other agreement with respect to the subject of this agreement. No oral representation, promise, or consideration different from the terms herein contained shall be binding on either party.

IT IS MUTUALLY AGREED: Time is of the essence, and the terms and conditions of this Agreement shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have set their hands on the day and year first above written.

OWNERS:

RIVER GLEN HOMEOWNERS ASSN
President: Tye Riley

RIVER GLEN HOMEOWNERS ASSN
Secretary: Mark Thomas McGee

LARIMER COUNTY ENGINEER

Mark R. Peterson

**EXHIBIT A-1
AND
EXHIBIT A-2**

**RIVER GLEN HOMEOWNERS ASSOCIATION TO LARIMER COUNTY
LEGAL DESCRIPTION OF A PERMANENT ROAD RIGHTS OF WAY**

PORTIONS OF TRACT B, AMENDED PLAT OF RIVER GLEN, RECORDED AUGUST 13TH, 1974 IN BOOK 1613 PAGE 205, OF THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE (LCR). SAID PORTIONS BEING GENERALLY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LARIMER COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

CONSIDERING THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27 BETWEEN THE EAST QUARTER CORNER OF SAID SECTION 27 (2 ½" ALUMINUM CAP STAMPED INTERMILL, LS 12374) AND THE SOUTHEAST CORNER OF SAID SECTION 27 (2 ½" ALUMINUM CAP STAMPED INTERMILL, LS 12374) AS BEARING NORTH 00°18'52" WEST, 2666.09 FEET AND WITH ALL BEARINGS CONTAINED RELATIVE THERETO.

PARCEL 1:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 27;
THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27, NORTH 00°18'52" WEST, 1018.15 FEET;
THENCE DEPARTING SAID EAST LINE, SOUTH 89°41'08" WEST, 43.87 FEET TO THE WEST RIGHT-OF-WAY LINE OF LARIMER COUNTY ROAD 17 (LCR 17) AS DESCRIBED ON SAID AMENDED PLAT OF RIVER GLEN, AND THE **POINT OF BEGINNING**;
THENCE ALONG SAID WEST RIGHT-OF-WAY LINE AND THE SOUTHWESTERLY PROLONGATION THEREOF, SOUTH 37°35'08" WEST, 107.65 FEET TO A POINT HEREINAFTER KNOWN AS **POINT A**;
THENCE NORTH 00°18'52" WEST, 84.95 FEET TO THE NORTH LINE OF TRACT B OF SAID AMENDED PLAT OF RIVER GLEN;
THENCE ALONG SAID NORTH LINE, NORTH 89°41'08" EAST, 66.13 FEET TO THE WEST RIGHT-OF-WAY LINE OF LCR 17 AND THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 2,809 SQUARE FEET, MORE OR LESS.

PARCEL 2:

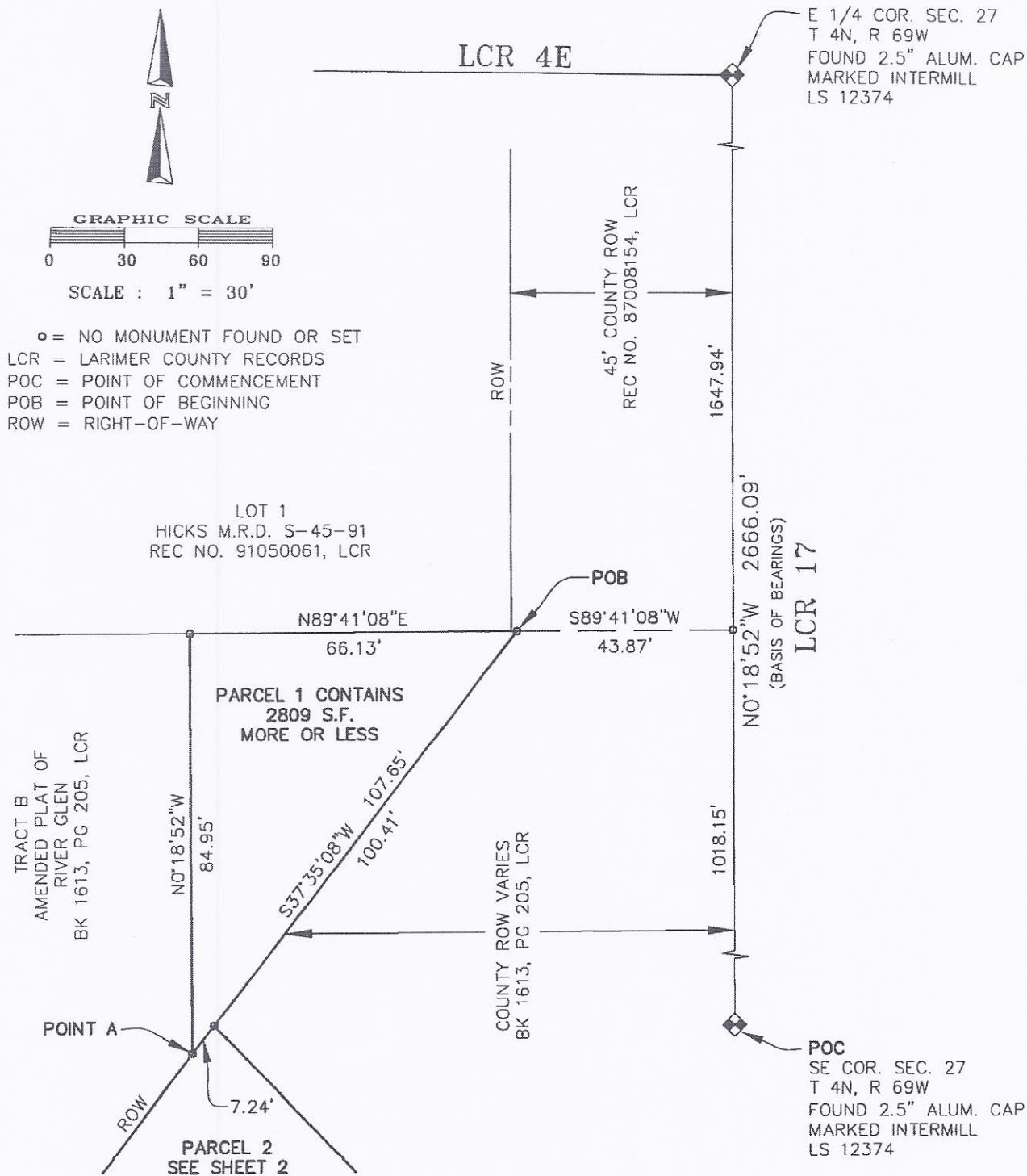
BEGINNING AT POINT A;
THENCE NORTH 37°35'08" EAST, 7.24 FEET TO THE WEST RIGHT-OF-WAY LINE OF LCR 17;
THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) CALLS:
SOUTH 43°41'52" EAST, 95.43 FEET;
SOUTH 00°18'52" EAST, 179.57 FEET;
THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, NORTH 07°40'57" WEST, 116.97 FEET;
THENCE SOUTH 89°41'08" WEST, 85.00 FEET;
THENCE NORTH 00°18'52" WEST, 88.67 FEET;
THENCE NORTH 37°35'08" EAST, 48.84 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 11,127 SQUARE FEET, MORE OR LESS

EXHIBIT A-1

MAP OF PERMANENT ROAD RIGHTS OF WAY

Located in the Southeast Quarter (SE1/4) Section 27, Township 4 North, Range 69 West of the Sixth Principal Meridian. Larimer County, Colorado



ENGINEERING DEPARTMENT

200 WEST OAK, SUITE 3000
 POST OFFICE BOX 1190
 FORT COLLINS, COLORADO 80522-1190
 (970)498-5700
 (970)498-7986 FAX

DATE: 03-25-2014

PROJECT NO. 9312

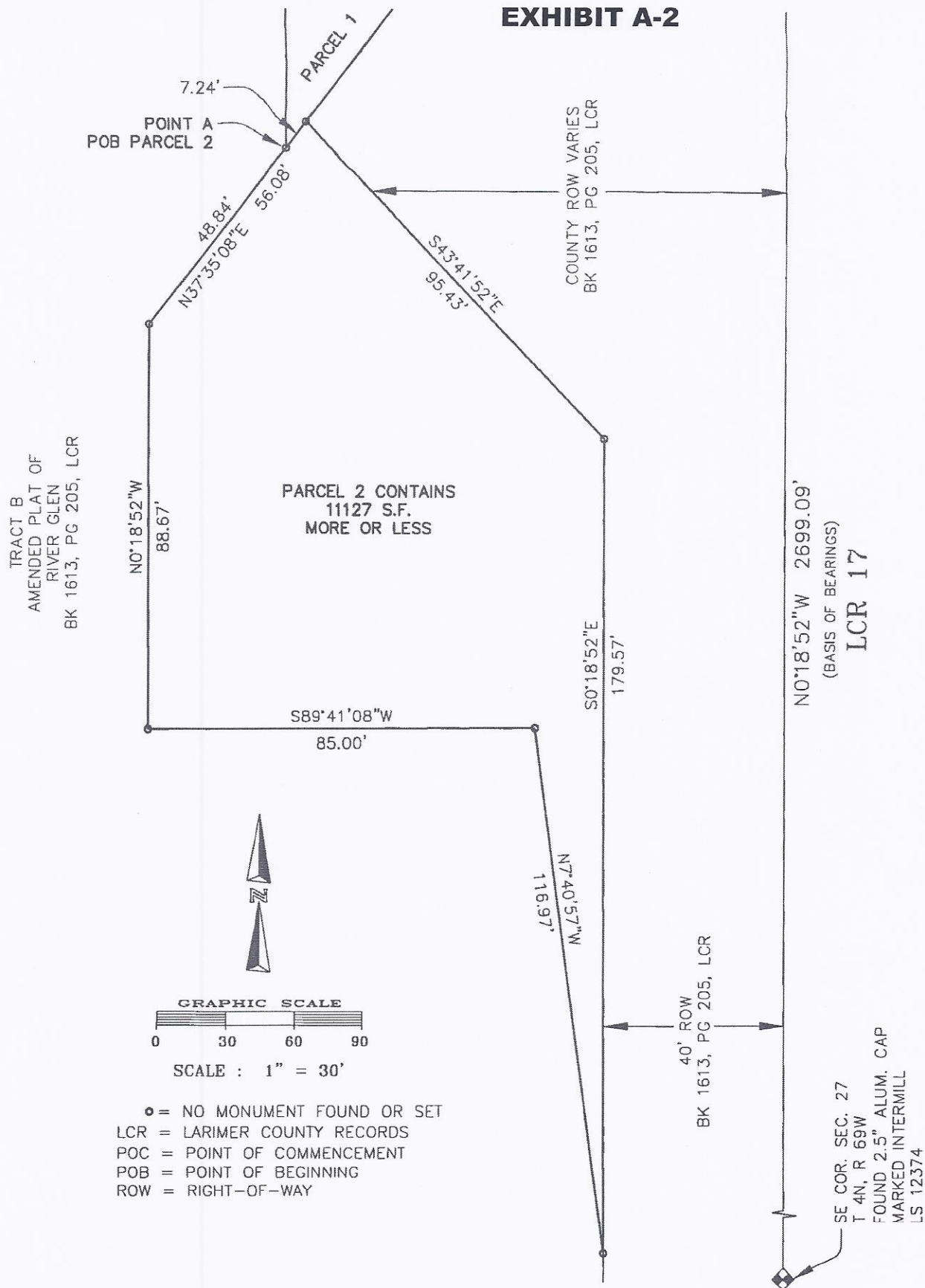
RIVER GLEN 1 ROW

DRAWN BY: BMH

SHEET NO.

1 of 2

EXHIBIT A-2



LARIMER COUNTY ENGINEERING DEPARTMENT
200 WEST OAK, SUITE 3000
POST OFFICE BOX 1190
FORT COLLINS, COLORADO 80522-1190
(970)498-5700
(970)498-7986 FAX

DATE: 03-25-2014

PROJECT NO. 9312

RIVER GLEN 2 ROW

DRAWN BY: BMH

SHEET NO.

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