

**City of Brighton**  
**MEMORANDUM OF**  
**AGREEMENT**  
(Local Public Agency)

Project Code: N/A	Parcel No: RW-19, RW-19A, TE-19, TE-19A
Project No: N/A	
Location: Bridge Street	
County: Adams	State Highway No:

This agreement made on (date) \_\_\_\_\_ is between the City of Brighton (GRANTEE) for the purchase of the parcel(s) listed above from the  
Owner(s) Brighton School District 27-J (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 exhibits)	9,307 Sq.ft <input checked="" type="checkbox"/> /acres <input type="checkbox"/>	\$39,462.00
Permanent and Slope Easements (described in attached exhibits)	Sq.ft <input type="checkbox"/> /acres <input type="checkbox"/>	\$
Temporary Easements (described in attached exhibits)	13,978 Sq.ft <input checked="" type="checkbox"/> /acres <input type="checkbox"/>	\$5,334.00
Improvements Concrete flatwork, Asphalt paving, High-mast pole lights, Sprinklered sod		\$26,545.00
	Gross Total	\$71,345.00
	Less Credit	\$
	Net Total	\$71,345.00

Other conditions:

The GRANTOR:

- 1) Will not pay any property taxes because the parcels are currently tax exempt and Grantor does not pay any tax in connection with them;
- 2) Has entered into this agreement only because the GRANTEE has the power of eminent domain and requires the property for public purposes;
- 3) Will convey the parcels in their "as is" condition with all faults.
- 4) Will convey the parcels to Grantee subject to all matters of record and will cooperate with Grantee at no cost to Grantor to remove exceptions to title to which Grantee objects. Grantee may terminate this Agreement.;
- 5) Will execute and deliver to GRANTEE those documents indicated below;
- 6) ; and
- 7) Grantor covenants and agrees that it shall not use the surface of the parcels to develop the underlying mineral estate owned by Grantor, if any.

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.

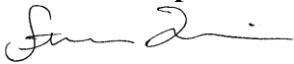
GRANTOR conveys the underlying mineral estate to GRANTEE. Paragraphs 5 and 6 are hereby deleted from the Memorandum of Agreement and the conveyance document.

- 8) Grant the temporary construction easements subject to the terms of the form agreement set forth in **Exhibit X**, attached hereto and incorporated herein.

The GRANTEE:

- 1) Will be entitled to specific performance of this agreement upon tender of the agreed consideration;
- 2) Will make payment contemporaneously with receiving acceptable conveyance instruments from the GRANTOR;
- 3) Will take possession and use of the parcel(s) when it disburses funds to GRANTOR. Transfer of title to the parcel(s) shall occur upon performance of any and all terms under this agreement;
- 4) Accept the temporary construction easement subject to the terms of the form agreement set forth in **Exhibit X**, attached hereto and incorporated herein.
- 5) Will prepare the following documents:

- |                                                                    |                                                        |
|--------------------------------------------------------------------|--------------------------------------------------------|
| <input checked="" type="checkbox"/> Quit Claim 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 checked="" type="checkbox"/> Temporary Easement |
| <input type="checkbox"/> Or (specify)                              |                                                        |
| <input type="checkbox"/> Title Company to prepare documents except |                                                        |

Order Warrant \$71,345.00	Payable to: H.C. Peck & Associates, Inc., as Escrow Agent
Order Warrant \$	Payable to:
<b>Real Estate Specialist</b>  <b>By: Stephanie Frischmann</b>	<b>GRANTOR signature</b> <span style="float: right;"><b>Attach form W-9</b></span>
	<b>GRANTOR (if applicable)</b>
<b>City of Brighton Approval</b>  By: _____	<b>GRANTEE signature</b>

cc: LPA (original)  
 Property Owner  
 CDOT Region ROW Office  
 Page 2 of 2