

## MEMORANDUM OF AGREEMENT

PROJECT No.: C14-027  
PARCEL No.: ROW-2 & TCE-2

Agreement has been reached between **Montessori School of Washington Park, a Colorado nonprofit corporation**, (the "Owner") of the property at 2695 S. Jersey Street, Denver, CO 80222, for Parcel Numbers **ROW-2 & TCE-2** (the "Properties") Arapahoe County Project No. C14-027, Yale-Holly Corridor Improvements (the "Project"), and the County of Arapahoe (the "County") for the conveyance of one fee acquisition and one TCE acquisition (the "Properties") for construction purposes. The legal descriptions and depictions of said Properties are attached hereto as Exhibit 'A'.

The compensation as determined by the appraiser and approved by the County for the acquisition of the Properties is **THIRTY-ONE THOUSAND AND 00/100 DOLLARS (\$31,000.00)** including the performance of the terms of this Memorandum of Agreement by the County, the sufficiency of which is hereby acknowledged. This compensation amount encompasses compensation for Parcel ROW-2, which is \$0.00 because the Owners are required to convey to the County certain right of way pursuant to a Public Improvement Dedication Agreement, recorded on July 1, 1993 with the Clerk and Recorder of Arapahoe County at Book 7010, Page 075 (the "Old Agreement"), a copy of which is attached hereto as Exhibit 'B.' In lieu, however, of conveying the Parcel described in the Old Agreement, the Owner and the County have agreed to substitute Parcel ROW-2, consisting of 553 SF and which is described in Exhibit 'A,' for the right of way parcel required to be conveyed under the Old Agreement. The ROW Parcel ROW-2, 553 SF as described, shall be conveyed to the County via Quitclaim Deed.

The total compensation stated in this Memorandum of Agreement is for Parcel TCE-2, the improvements therein to be removed by the project, and the incentive payment, if conveyed by November 14, 2024 as provided below. It is agreed that consideration for conveyance of the Parcel ROW-2, substituted for the Parcel described in the Old Agreement, as provided in such Agreement, shall be zero (\$0) dollars. Additional incentive consideration as performance of the terms and conditions of this Memorandum of Agreement apply to both ROW and TCE parcels.

The consideration is hereby 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. The Owner and the County also agree to the following:

1. For the purpose of expediting the project, the County is hereby offering Owners an additional **\$3,100.00** as an incentive payment for early settlement above the compensation of **\$31,000.00** stated above, for a total of **\$34,100.00**, if this Memorandum of Agreement (MOA) is (1) properly executed by Owner, and (2) received by the County or its representatives on or before **November 14, 2024**.

2. If a fully executed MOA is not received by the County or its representatives on or before the close of business of **November 14, 2024**, Owners understands that Owners will no longer be entitled to nor is the County obligated to pay the incentive payment of **\$3,100.00**. Further, Owners understand that if the County has not received a fully executed MOA by close of business **November 14, 2024**. The County's position at any further proceedings regarding "Just Compensation" will be in



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the amount of **\$31,000.00**.

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

4. The consideration set forth herein includes full and just compensation for: a.) all of the Owners' interest, past, present and future; b.) the interest of all lien holders, deed of trust holders and beneficiaries, mortgagees, lessees, and all others with record interest in the Property; and c.) any and all other legal and equitable interests in the Property that now exist.

5. The County will take possession and use of the Property when it deposits the consideration, as set forth above, into an escrow account for the benefit of the Owners, or when the County disburses funds to the County. Transfer of title to the Property shall occur upon performance of any and all terms under this agreement, and release of the payment from escrow to the Owners.

6. The Owner agrees to deliver a signed Quit Claim Deed and Temporary Construction Easement and Right-of-Entry conveying the Properties to the County on or before the day of closing. The County agrees to provide the consideration herein specified on or before the day of closing (or by mutual agreement, at an earlier date).

7. The County will pay all closing costs, including the title insurance policy for parcel.

8. 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 its assigns shall promptly pay the actual cost thereof.

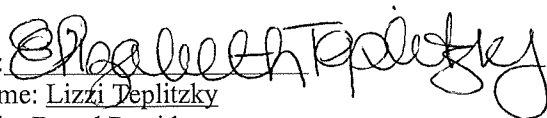
9. This Agreement consists of all agreements, understandings and promises between the Owners and the County and shall be deemed a contract binding upon the Owner's and the County and extending to the successors and assigns.

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

APPROVED:

OWNER:

Montessori School of Washington Park, a Colorado nonprofit corporation

By:   
Name: Lizzi Teplitzky  
Title: Board President



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STATE OF Colorado }

COUNTY OF Arapahoe } ss. }

The foregoing instrument was acknowledged before me this 24 day of October, 2024, by Lizzi Teplitzky, as Board President of Montessori School of Washington Park, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires 8/26/2026

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

By:

Bryan D. Weimer

Bryan D. Weimer, PWLF  
Director, Arapahoe County Public Works and Development  
Pursuant to Resolution No. 24-077



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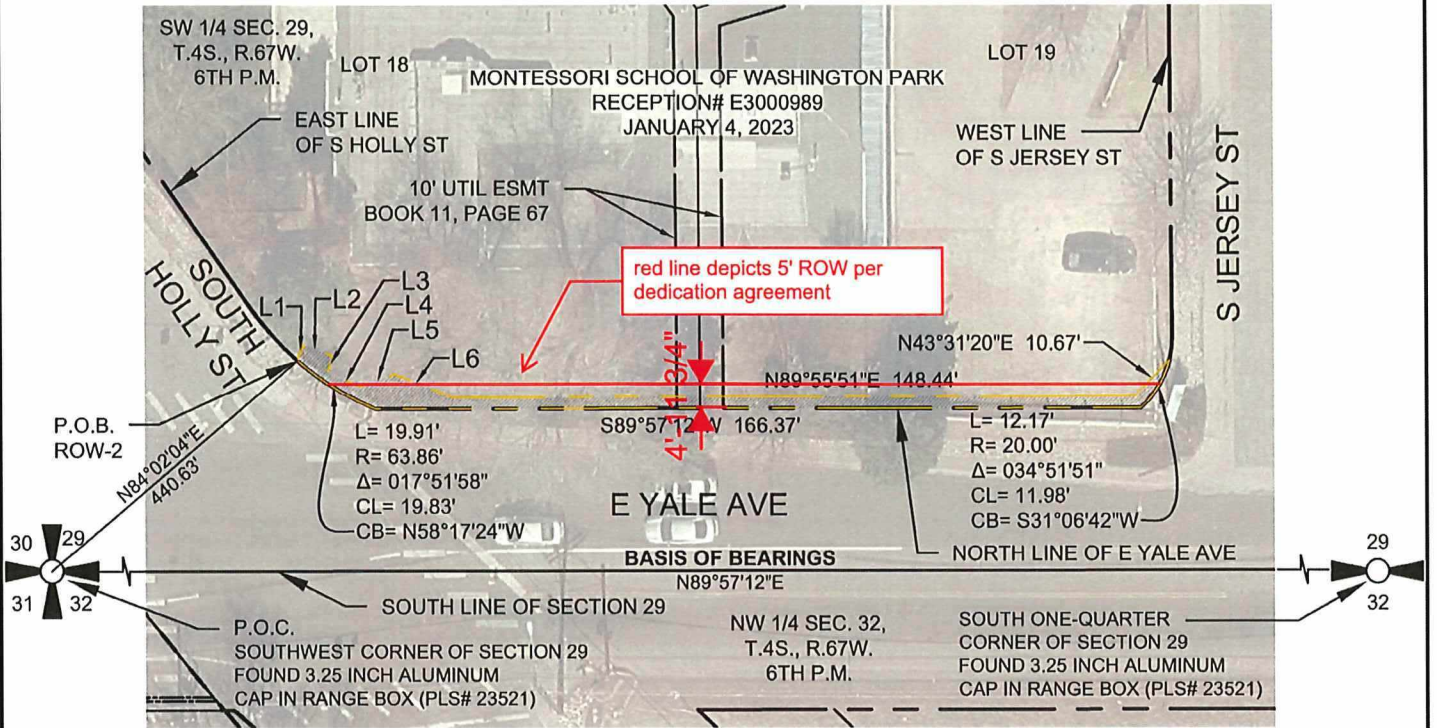
EXHIBIT "A"



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# EXHIBIT "A"

## RIGHT OF WAY ACQUISITION



SCALE: 1" = 40'

### LEGEND

- PROPOSED RIGHT OF WAY
  - EXISTING RIGHT OF WAY
  - ROW-2 AREA 553 SQ. FT. (0.013 ACRES)
  - P.O.B. POINT OF BEGINNING
  - P.O.C. POINT OF COMMENCEMENT
- CURVE ABBREVIATIONS**
- L=ARC LENGTH    CL=CHORD LENGTH    Δ=DELTA ANGLE  
 R=RADIUS    CB=CHORD BEARING

### LINE TABLE

LINE	BEARING	LENGTH
L1	N20°13'41"E	3.55'
L2	S69°46'19"E	7.00'
L3	S20°13'41"W	4.00'
L4	S69°46'19"E	7.90'
L5	N70°13'56"E	7.90'
L6	S67°53'16"E	13.38'

#### BASIS OF BEARINGS:

Bearings herein are based on the Section line common to the Southwest Quarter of Section 29 and the Northwest Quarter of Section 32, Township 4 South, Range 67 West, of the 6TH P.M., having a Colorado Central Zone NAD 83 (2011) grid bearing of N89°57'12"E, said line being monumented on the west by the Northwest Corner of said Section 32 (a 3.25 inch aluminum cap in a Range Box, PLS 23521), and on the east by the North One-Quarter Corner of said Section 32 (a 3.25 inch aluminum cap in a Range Box, PLS 23521).

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED UPON MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. C.R.S.13-80-105(3)(a).

NOTICE: THIS LEGAL DESCRIPTION AND/OR GRAPHIC EXHIBIT ARE NOT TO BE DESIGNATED NOR CONSTRUED AS BEING A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT.

<p><b>DAVID EVANS AND ASSOCIATES INC.</b> 1600 Broadway, Suite 800 Denver, CO 80202 Phone: 720.946.0569</p>	PROJECT NO.: CCDN00001042	SHEET NO.: 1 OF 1	RIGHT OF WAY ACQUISITION ROW-2
	FILE NAME: CCDN1042-SR-ROW-ROW2	DRAWN BY: DWG MJWO	
	DATE: 5/2/2024	CHECKED BY: DAJC	
	SCALE: 1 INCH=40 FEET	PROJECT MANAGER: DAJC	