

**COLORADO DEPARTMENT OF
TRANSPORTATION
MEMORANDUM OF
AGREEMENT**

Project Code:

Parcel No:

Project No:

Location:

County:

State Highway No:

This Memorandum of Agreement (“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

Owner(s) _____ (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)	Sq.ft <input type="checkbox"/> / acres <input type="checkbox"/>	\$
Permanent and Slope Easements (described in attached exhibits)	Sq.ft <input type="checkbox"/> / acres <input type="checkbox"/>	\$
Temporary Easements (described in attached exhibits)	Sq.ft <input type="checkbox"/> / acres <input type="checkbox"/>	\$
Improvements		\$
Damages		\$
	Gross Total	\$
	Less Credit	\$
	Net Total	\$

Other conditions:

The GRANTOR:

- 1) Acknowledges that just compensation was determined by an appropriate valuation procedure prepared in accordance with applicable laws and regulations, and hereby knowingly waives any right to contest such valuation;
- 2) Agrees the amount of money and/or compensation listed above is full consideration for the following land, easements, improvements, and damages of any kind whatsoever;
- 3) Will, at the closing, pay all taxes (including prorated taxes for the current year) and special assessments for the current year;
- 4) Enters this Agreement knowing that Transportation Commission has the power to authorize eminent domain and requires property for public purposes;
- 5) Shall be responsible for securing releases from all liens, judgments and financial 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 lawful other source;
[ALTERNATE LANGUAGE] Shall be responsible for obtaining and executing all necessary closing documents to convey clear title to GRANTEE. This includes grantor properly obtaining necessary releases of liens, financial encumbrances, or other documents, as applicable, any conservation easements or other ownership rights that may be impacted by the acquisition. GRANTOR shall do this prior to transfer of title to GRANTEE and prior to disbursement of funds to GRANTOR.
- 6) Will execute and deliver to GRANTEE those documents indicated below;
- 7) Excepts 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

- 8) 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.
- 9) Acknowledges and agrees that by signing this Agreement, it may be waiving rights, including, but not limited to, the right to contest GRANTEE's taking of possession or title to the property by eminent domain.

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 7 and 8 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 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 \$	Payable to:
Order Warrant \$	Payable to:

Real Estate Specialist By: Click or tap here to enter text.	GRANTOR signature Attach form W-9 By: Click or tap here to enter text.
Division approval (Region ROW Manager) By: Click or tap here to enter text.	GRANTOR signature (if applicable) By: Click or tap here to enter text.

cc: Project Development Branch – ROW Services (original)
Property Owner
Region Right-of-Way Manager
Region Program Engineer/Resident Engineer/Project Engineer