



El Paso County Department of Public Works MEMORANDUM OF AGREEMENT	Project Code: 16079		
	Project No : AQC C040-025		
	Location : E. Highway 24		
	Parcel # : RW-3, TE-3 and TE-3A		
	County : El Paso		
This Agreement made on <u>May 13</u> , 20 <u>19</u> (date) is between El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado (GRANTEE) , for the purchase of the parcel(s) listed above from the Owner, Falcon Highlands Metropolitan District (GRANTOR) .			
Just compensation was determined by an appraisal 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, claims, and damages of any kind.			
Land (described in attached exhibit A and B)	16,000 sq ft <input checked="" type="checkbox"/> /acres <input type="checkbox"/>	\$76,000.00	
Non-Exclusive Permanent Easements	sq ft <input type="checkbox"/> /acres <input type="checkbox"/>	\$0.00	
Temporary Easements (described in attached exhibits C, D, E and F)	TE-3 3,378 sq ft <input checked="" type="checkbox"/> /acres <input type="checkbox"/>	\$1,605.00	
	TE-3A 4,429 sq ft <input checked="" type="checkbox"/> /acres <input type="checkbox"/>	\$2,104.00	
Non-Exclusive Permanent Utility Easement	sq ft <input type="checkbox"/> /acres <input type="checkbox"/>	\$0.00	
Improvements			\$0.00
Damages – Incurable			\$19,665.00
		Gross Total	\$99,374.00
		Less Credit	\$0.00
		Net Total	\$99,400.00 (rounded)
Other conditions:			
Notwithstanding anything to the contrary herein, the Agreement is contingent upon the El Paso County Board of County Commissioner's (hereinafter "Board") consideration and approval, and the GRANTEE will only make payment after receiving an acceptable conveyance instrument from the GRANTOR as indicated below and after formal approval by the Board.			
The GRANTOR and GRANTEE agree that:			
<ul style="list-style-type: none">-there are no promises, terms, conditions, or obligations other than those listed on this Agreement.-this Agreement is binding on both the GRANTOR and GRANTEE and their heirs, devisees, executors, administrators, legal representatives, successors, assigns, and designees.-the compensation shown on this Agreement is for the applicable fee simple estate, permanent easement interest(s), or temporary easement interest(s) of the parcels described and any claims and/or damages of any kind, unless otherwise indicated.-this Agreement is expressly subject to the execution of releases or subordinations pertaining to any interests relating to the property.-failure of the GRANTOR to secure release or subordination of all outstanding interests in the Property to the GRANTEE'S satisfaction prior to closing may, at GRANTEE'S sole option, render this Contract null and void.-GRANTEE may elect to waive GRANTOR'S requirement to obtain release, partial release, or subordination of any lien(s) or mortgage interest(s) in the Property, and will notify GRANTOR in writing of said waiver. Waiver of such by GRANTEE shall not absolve GRANTOR of GRANTOR'S obligations to lienholder(s), including, but not limited to, any requirements under a Due on Sale provision.-agree that the closing date may be extended at the GRANTEE'S sole option to resolve any matter necessary to obtaining merchantable title to the Property.-this Agreement shall be deemed a contract binding upon the GRANTEE and GRANTOR and the GRANTOR'S successors, assigns, designees, heirs, devisees, executors, administrators, and legal representatives.			
The GRANTOR:			
<ul style="list-style-type: none">-will at the closing pay all taxes (including prorated taxes for the current year) and special assessments for the current year.-understands, acknowledges and agrees that the beneficiaries of any unpaid mortgage(s), deed(s) of trust, taxes and/or other financial indebtedness secured by the GRANTOR'S Property may claim all or any portion of the compensation paid pursuant to this Agreement.-has entered into this Agreement only because the GRANTEE has the power of eminent domain and requires the property for public purposes.-will execute and deliver to GRANTEE those documents indicated below.-hereby agrees to provide merchantable title to the Property.-agrees to take all required actions and execute all documents necessary to secure releases or subordinations of any outstanding liens, leases, mortgages, or other encumbrances against, or affecting, the Property by all outstanding lienors, lessees, mortgagees, or any others with legal or equitable interests.-agrees that the GRANTEE will be entitled to specific performance of this Agreement.-agrees that the GRANTEE shall be entitled to take immediate possession of the Property upon the signing of this Agreement by the Parties and tender of payment either (a) directly to the GRANTOR, or (b) by depositing the agreed upon compensation into escrow with the GRANTEE'S closing agent unless other specific arrangements are agreed to by the Parties. This grant of possession of the Property to the GRANTEE shall serve as an irrevocable license to occupy and use said Property for the purposes of the Project until the GRANTOR executes and delivers to the County the necessary documents as stated below, and until the beneficiaries of any unpaid mortgage(s), deed(s) of trust or other financial indebtedness secured by the Owner's Property execute any and all required releases or subordinations, including, but not limited to, Requests for Partial Releases.			
Chuck Broerman 06/13/2019 01:11:17 PM Doc \$0.00 Rec \$0.00		El Paso County, CO  219065206	
		Initialed: 	

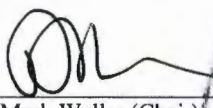
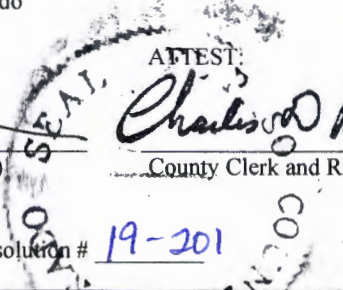
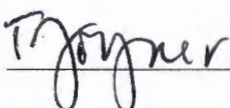
Project No.: AQC C040-025		Parcel No.: RW-3, TE-3 and TE-3A	
<p>The GRANTEE:</p> <p>-will be entitled to specific performance of this Agreement upon tender of the agreed consideration.</p> <p>-will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law.</p> <p>-will prepare the following documents:</p>			
<input checked="" type="checkbox"/> Special Warranty Deed <input type="checkbox"/> w/Min Resv. <input type="checkbox"/> Access Deed <input type="checkbox"/> Full Release(s) Book/Page/Reception # <input type="checkbox"/> Partial Release(s) Book/Page/Reception # <input checked="" type="checkbox"/> Other (specify): Any applicable document(s) required by the closing agent and/or GRANTEE to facilitate closing <input type="checkbox"/> Title Company to prepare documents except		<input type="checkbox"/> Non-Exclusive Permanent Utility Easement <input type="checkbox"/> Non-Exclusive Permanent Easement <input type="checkbox"/> Slope Easement <input checked="" type="checkbox"/> Temporary Easement	
Order Check \$99,400.00		Payable to: Land Title Guarantee Company as Escrow Agent for: Falcon Highlands Metropolitan District	
<p>El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado</p> <p> <u>Mark Waller (Chair)</u></p> <p> ATTEST: <u>Charles D Broerman</u> County Clerk and Recorder <u>19-2014</u></p> <p>Reference: BoCC resolution # <u>19-201</u></p>		<p>GRANTOR: Falcon Highlands Metropolitan District</p> <p>By: <u></u></p> <p>Title: <u>President, Board of Directors</u></p>	

EXHIBIT "A"

PROJECT NUMBER: AQC C040-025

PARCEL NUMBER: RW-3

PROJECT CODE: 16079

DATE: December 5, 2017

DESCRIPTION

A tract or parcel of land No. RW-3 of the Department of Transportation, State of Colorado Project No. AQC C040-025, containing 16,000 sq. ft. (0.367 acres), more or less, being part of the NE 1/4 of the SE 1/4 in Section 12, Township 13 South, Range 65 West of the Sixth Principal Meridian, City of Colorado Springs, El Paso County, Colorado, said tract or parcel being more particularly described as follows:

Commencing at the Southeast corner of said Section 12, thence N. 31°34'11" W., a distance of 2,335.49 feet to the southwesterly right-of-way line of the Meridian Road right-of-way easement as recorded in Reception Number 205205442, said point being the TRUE POINT OF BEGINNING;

1. Thence N. 49°33'34" E., a distance of 160.00 feet to the northeasterly right-of-way line of said Meridian Road right-of-way easement;
2. Thence, along said northeasterly right-of-way line of the Meridian Road right-of-way easement, S. 40°27'01" E., a distance of 100.00 feet to the northwesterly right-of-way line of US Highway 24;
3. Thence, along said northwesterly right-of-way line, S. 49°33'34" W., a distance of 160.00 feet to said southwesterly right-of-way line of said Meridian Road right-of-way easement;
4. Thence N. 40°27'01" W., a distance of 100.00 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described parcel contains 16,000 sq. ft. (0.367 acres), more or less.

Basis of Bearings: All bearings are based on the south line of the Southeast 1/4 of Section 12 as monumented by a 3 1/4 inch aluminum cap stamped "EL PASO COUNTY DPW T13S S12/S7/S13/S18 R65W R64W 1982 LS 17496" at the Southeast corner of Section 12 and by a 3 1/4 inch aluminum cap stamped "SURVCON INC. T13S R65W 1/4 S12 S13 2003 PLS 30829" at the South 1/4 corner of Section 12, said line bears N. 89°50'31" W.

For and on Behalf of the
County of El Paso
Michael J. Harding, PLS 38486
116 Inverness Drive East, Suite 105
Englewood, CO 80112



Michael J. Harding

MERIDIAN ROAD

NE 1/4 - SE 1/4
SECTION 12, T13S - R65W

EAST 1/16 LINE SECTION 12

US HIGHWAY 24

RW-3

75273

DR. MH

SHT. # RW-3

EXHIBIT "C"

PROJECT NUMBER: AQC C040-025

PARCEL NUMBER: TE-3

PROJECT CODE: 16079

DATE: December 5, 2017

DESCRIPTION

A Temporary Easement No. TE-3 of the Department of Transportation, State of Colorado Project No. AQC C040-025 containing 3,378 sq. ft. (0.078 acres), being part of the NE 1/4 of the SE 1/4 in Section 12, Township 13 South, Range 65 West of the Sixth Principal Meridian, in El Paso County, Colorado described as follows:

Commencing at the southeast corner of said Section 12, thence N. 31°10'28" W., a distance of 2,236.74 feet to the northwesterly right-of-way line of US Highway 24 and the southwest corner of the Meridian Road right-of-way easement as recorded in Reception Number 205205442, said point being the TRUE POINT OF BEGINNING:

1. Thence, along said northwesterly right-of-way line, S. 49°33'34" W., a distance of 33.79 feet;
2. Thence N. 40°26'26" W., a distance of 100.00 feet;
3. Thence N. 49°33'34" E., a distance of 33.77 feet to the southwesterly line of said right-of-way easement recorded in Reception Number 205205442;
4. Thence S. 40°27'01" E., a distance of 100.00 feet to the TRUE POINT OF BEGINNING.

The above described Temporary Easement contains 3,378 sq. ft. (0.078 acres), more or less.

The purpose of the above described Temporary Easement is for roadway construction and grading.

Basis of Bearings: All bearings are based on the south line of the Southeast 1/4 of Section 12 as monumented by a 3 1/4 inch aluminum cap stamped "EL PASO COUNTY DPW T13S S12/S7/S13/S18 R65W R64W 1982 LS 17496" at the Southeast corner of Section 12 and by a 3 1/4 inch aluminum cap stamped "SURVCON INC. T13S R65W 1/4 S12 S13 2003 PLS 30829" at the South 1/4 corner of Section 12, said line bears N. 89°50'31" W.

For and on Behalf of the
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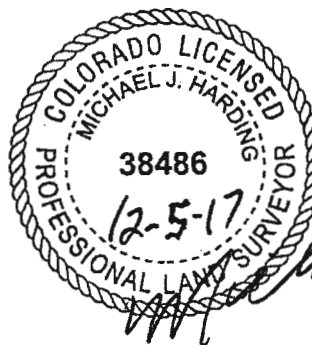
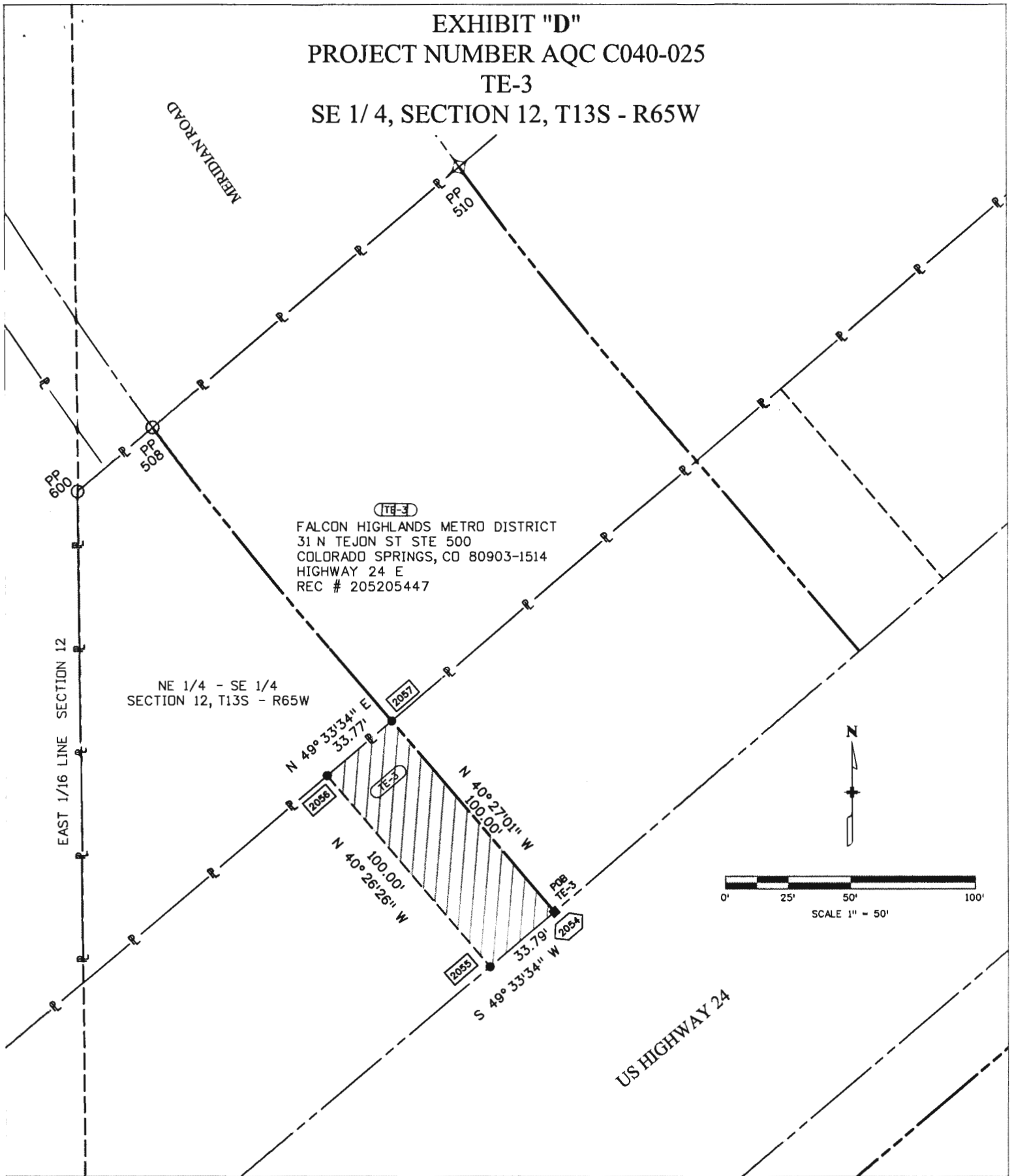


EXHIBIT "D"
 PROJECT NUMBER AQC C040-025
 TE-3
 SE 1/4, SECTION 12, T13S - R65W



WOOLPERT
 116 INVERNESS DRIVE EAST #105
 ENGLEWOOD, COLORADO 80112
 (303) 925-1400 PHONE
 (303) 925-1401 FAX

TE-3

PROJECT NO.	75273
DATE	1-3-19
DR.	MH
SHT. #	TE-3

EXHIBIT "E"

PROJECT NUMBER: AQC C040-025

PARCEL NUMBER: TE-3A

PROJECT CODE: 16079

DATE: December 5, 2017

DESCRIPTION

A Temporary Easement No. TE-3A of the Department of Transportation, State of Colorado Project No. AQC C040-025 containing 4,429 sq. ft. (0.102 acres), being part of the NE 1/4 of the SE 1/4 in Section 12, Township 13 South, Range 65 West of the Sixth Principal Meridian, in El Paso County, Colorado described as follows:

Commencing at the southeast corner of said Section 12, thence N. 27°10'55" W., a distance of 2,268.01 feet to the northwesterly right-of-way line of US Highway 24 and the southwest corner of the Meridian Road right-of-way easement as recorded in Reception Number 205205442, said point being the TRUE POINT OF BEGINNING:

1. Thence, along the northeasterly line of said easement recorded in Reception Number 205205442, N. 40°27'01" W., a distance of 100.00 feet;
2. Thence N. 49°33'34" E., a distance of 44.30 feet;
3. Thence S. 40°26'26" E., a distance of 100.00 feet to said northwesterly right-of-way line of US Highway 24;
4. Thence S. 49°33'34" W., a distance of 44.28 feet to the TRUE POINT OF BEGINNING.

The above described Temporary Easement contains 4,429 sq. ft. (0.102 acres), more or less.

The purpose of the above described Temporary Easement is for roadway construction and grading.

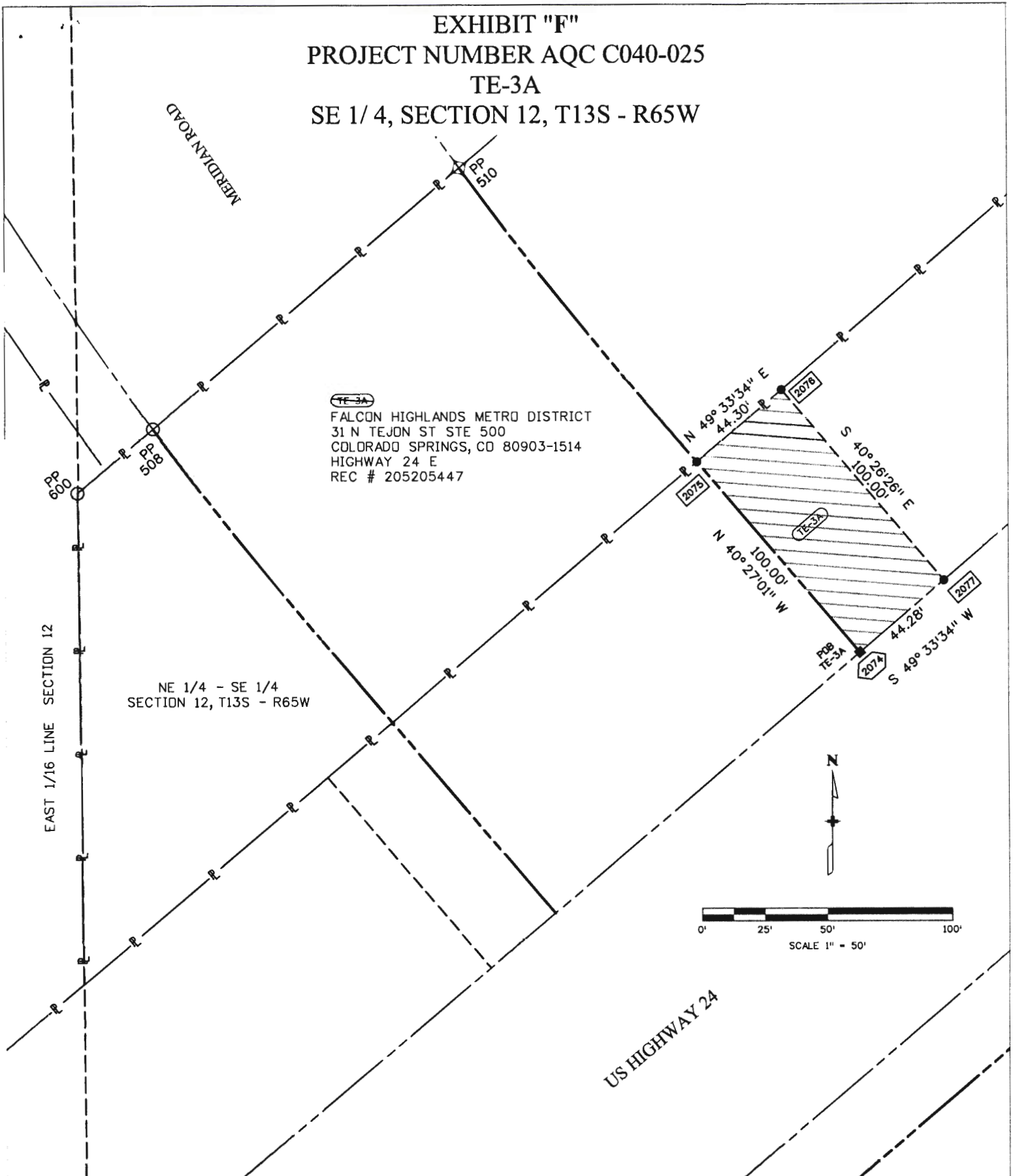
Basis of Bearings: All bearings are based on the south line of the Southeast 1/4 of Section 12 as monumented by a 3 1/4 inch aluminum cap stamped "EL PASO COUNTY DPW T13S S12/S7/S13/S18 R65W R64W 1982 LS 17496" at the Southeast corner of Section 12 and by a 3 1/4 inch aluminum cap stamped "SURVCON INC. T13S R65W 1/4 S12 S13 2003 PLS 30829" at the South 1/4 corner of Section 12, said line bears N. 89°50'31" W.

For and on Behalf of the
County of El Paso
Michael J. Harding, PLS 38486
116 Inverness Drive East, Suite 105
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A handwritten signature in black ink, appearing to read "Michael J. Harding", written over the bottom right portion of the professional seal.

EXHIBIT "F"
PROJECT NUMBER AQC C040-025
TE-3A
SE 1/4, SECTION 12, T13S - R65W



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TE-3A

PROJECT NO.
75273
DATE 1-3-19
DR. MH
SHT. # TE-3A