

Boce



RESOLUTION NO. 19- 334

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

RESOLUTION TO APPROVE A MEMORANDUM OF AGREEMENT AND TO APPROVE AND ACCEPT A SPECIAL WARRANTY DEED (RW-7) AND A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (TE-7) ASSOCIATED WITH THE MCLAUGHLIN ROAD AND OLD MERIDIAN ROAD IMPROVEMENT PROJECT

WHEREAS, pursuant to C.R.S. §§ 30-11-101(1)(c)-(d), 30-11-102, 30-11-103, and 30-11-107(1)(a), the Board of County Commissioners of El Paso County, Colorado (hereinafter "Board") has the legislative authority to purchase and hold real and personal property for the use of the County when deemed by the Board to be in the best interests of the County; and

WHEREAS, the County wishes to construct a Pikes Peak Rural Transportation Authority (hereinafter "PPRTA") approved project known as McLaughlin Road and Old Meridian Road Improvement Project and as part of that project, the Department of Public Works (hereinafter "DPW") has identified a need to enter into a Memorandum of Agreement to memorialize the agreement and to obtain a Special Warranty Deed (RW-7) and a Temporary Construction Easement Agreement (TE-7), copies of which are attached hereto respectively as Exhibits 1, 2, and 3, incorporated herein by reference, from property owned by Brian K. Ullom and Kevin Scott Ullom (hereinafter "Grantor") for the McLaughlin Road and Old Meridian Road Improvement Project, to include road construction, drainage, slope, maintenance, repair, replacement, operation, ingress, and egress; and

WHEREAS, Grantor agrees to convey and grant to El Paso County, a Special Warranty Deed (RW-7) for the sum of \$1,206.00 and a Temporary Construction Easement Agreement (TE-7) for the sum of \$644.00, for a sum of \$1,850.00 payable to Grantor; and

WHEREAS, the Board has determined that it would serve the best interests of the public to approve the Memorandum of Agreement and to approve and accept the Special Warranty Deed and Temporary Construction Easement Agreement, to effectuate the hereinabove described transaction for purposes which include, but are not limited to, road construction, drainage, slope, maintenance, repair, replacement, operation, ingress, and egress, related to the McLaughlin Road and Old Meridian Road Improvement Project.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners hereby approves the Memorandum of Agreement, and hereby approves the Special Warranty Deed (RW-7) and Temporary Construction Easement Agreement (TE-7) from Grantor and authorizes payment to Grantor from applicable PPRTA funds in the amount of \$1,850.00 pursuant to the terms and conditions cited therein.

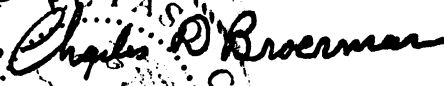
BE IT FURTHER RESOLVED, that Mark Waller, duly elected, qualified member and Chair of the Board of County Commissioners, or Longinos Gonzalez, Jr., duly elected, qualified member and Vice Chair of the Board of County Commissioners, be and is hereby

authorized and appointed on behalf of the Board to execute any and all documents necessary to carry out the intent of the Board as described herein.

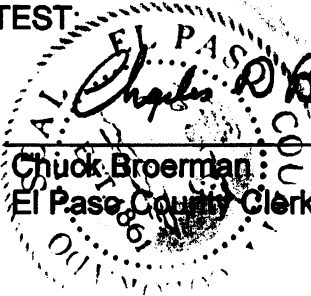
DONE THIS 3rd day of September, 2019, at Colorado Springs, Colorado.

ATTEST:

By:




Chuck Broerman
El Paso County Clerk and Recorder



BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO

By:



Mark Waller, Chair

**El Paso County Department of Public Works
MEMORANDUM OF AGREEMENT**

Project No: 279134
 Location: McLaughlin and Old Meridian Road
 Parcel #: RW-7 and TE-7
 County: El Paso

This Agreement made on _____, 20____ (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, Brian K. Ullom and Kevin Scott Ullom (GRANTOR).

Just compensation was determined by a waiver valuation 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 exhibits A & B) RW-7	201 sq ft <input checked="" type="checkbox"/> /acres <input type="checkbox"/>	\$ 1,206.00
Non-Exclusive Permanent Easements: none	sq ft <input type="checkbox"/> /acres <input type="checkbox"/>	\$ -0-
Temporary Easements (described in attached exhibits C & D) TE-7	1,073 sq ft <input checked="" type="checkbox"/> /acres <input type="checkbox"/>	\$ 644.00
Non-Exclusive Permanent Utility Easement: none	sq ft <input type="checkbox"/> /acres <input type="checkbox"/>	\$ -0-
Improvements: none		\$ -0-
Damages: none		\$ -0-
	Gross Total	\$ 1,850.00
	Less Credit	\$ -0-
	Net Total	\$ 1,850.00

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:

- 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:

- 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.

[Handwritten Signature]
 Initialed *B.U.*

Project No.: 279134

Parcel No.: RW-7 and TE-7

The GRANTEE:

- will be entitled to specific performance of this Agreement upon tender of the agreed consideration.
- 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.
- will prepare the following documents:

- | | | |
|--|--------------------------------------|---|
| <input checked="" type="checkbox"/> Special Warranty Deed | <input type="checkbox"/> w/Min Resv. | <input type="checkbox"/> Non-Exclusive Permanent Utility Easement |
| <input type="checkbox"/> Access Deed | | <input type="checkbox"/> Non-Exclusive Permanent Easement |
| <input type="checkbox"/> Full Release(s) Book/Page/Reception # | | <input type="checkbox"/> Slope Easement |
| <input type="checkbox"/> Partial Release(s) Book/Page/Reception # | | <input checked="" type="checkbox"/> Temporary Easement |
| <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 | | |

Order Check \$ 1,850.00

Payable to: Land Title Guarantee Company as Escrow Agent for:
Brian K. Ullom and Kevin Scott Ullom

El Paso County, by and through the Board of County Commissioners of
El Paso County, Colorado

ATTEST:

GRANTOR:



Brian K. Ullom



Kevin Scott Ullom

Mark Waller, Chair

County Clerk and Recorder

Reference: BoCC resolution # _____

EXHIBIT A

EL PASO COUNTY PROJECT NUMBER 279134

RIGHT OF WAY PARCEL 7

IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 13 SOUTH, RANGE 65 WEST
OF THE 6th P.M. EL PASO COUNTY, COLORADO

RIGHT OF WAY DESCRIPTION

A TRACT OF LAND LOCATED IN LOT 6, BLOCK 15 OF FALCON, A SUBDIVISION RECORDED IN PLAT BOOK B AT PAGE 37 OF THE RECORDS OF EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6 FROM WHICH THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M. BEARS S18°37'29"E, 3,223.97 FEET, THENCE S42°53'27"W, 17.78 FEET ALONG THE NORTHWEST LINE OF SAID LOT 6;

THENCE EASTERLY, 25.34 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH TO THE NORTHEASTERLY LINE OF SAID LOT 6, SAID ARC HAVING A RADIUS OF 59.00 FEET, A CENTRAL ANGLE OF 24°36'15" AND BEING SUBTENDED BY A CHORD THAT BEARS S84°21'14"E, 25.14 FEET;

THENCE N39°48'16"W, 20.18 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT 6 TO THE POINT OF BEGINNING.

AREA = 201 SQ. FT. OR (0.005 ACRES), MORE OR LESS.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., AS BEARING N89°15'30"W, 2,655.39 FEET. THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER BEING IDENTIFIED BY A 3-1/4 INCH ALUMINUM CAP PROPERLY STAMPED AND MARKED "EL PASO COUNTY DPW, PLS 17496" AND THE SOUTH QUARTER CORNER BEING IDENTIFIED BY A 3-1/4 INCH ALUMINUM CAP PROPERLY STAMPED AND MARKED "SURVCO INC., PLS 30829".



Richard E. Mariotti
Colorado Professional
Land Surveyor No. 22573

Revised: 7-16-18

04/12/18, PREPARED BY: RICHARD E. MARIOTTI
3275 AKERS DR., COLORADO SPRINGS, CO 80922

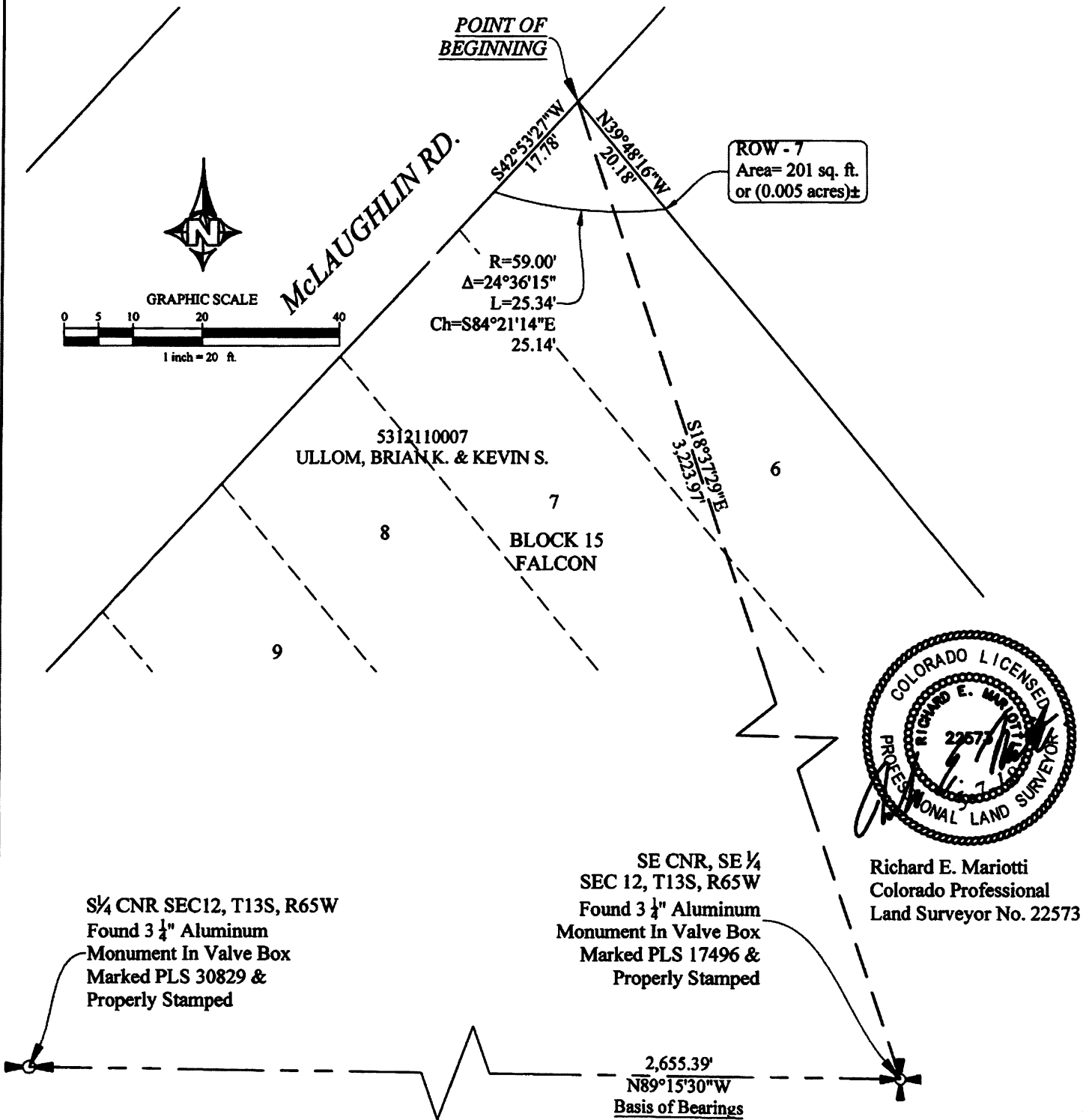
EL PASO COUNTY
DEPARTMENT OF PUBLIC WORKS

EXHIBIT B

EL PASO COUNTY PROJECT NUMBER 279134

RIGHT OF WAY PARCEL 7

IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 13 SOUTH, RANGE 65 WEST
OF THE 6th P.M. EL PASO COUNTY, COLORADO



Revised: 7-16-18

SCALE: 1"=20' DATE: 04/12/18
PREPARED BY: REM

EL PASO COUNTY
DEPARTMENT OF PUBLIC WORKS

EXHIBIT C

EL PASO COUNTY PROJECT NUMBER 279134

NON-EXCLUSIVE TEMPORARY EASEMENT TE-7

IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 13 SOUTH, RANGE 65 WEST
OF THE 6th P.M. EL PASO COUNTY, COLORADO

TEMPORARY EASEMENT DESCRIPTION

A TRACT OF LAND LOCATED IN LOTS 6 AND 7, BLOCK 15 OF FALCON, A SUBDIVISION RECORDED IN PLAT BOOK B AT PAGE 37 OF THE RECORDS OF EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 6 FROM WHICH THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M. BEARS S18°37'29"E, 3,223.97 FEET, THENCE S42°53'27"W, 17.78 FEET ALONG THE NORTHWEST LINE OF SAID LOT 6 TO THE POINT OF BEGINNING;

THENCE EASTERLY, 25.34 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH TO THE NORTHEASTERLY LINE OF SAID LOT 6, SAID ARC HAVING A RADIUS OF 59.00 FEET, A CENTRAL ANGLE OF 24°36'15" AND BEING SUBTENDED BY A CHORD THAT BEARS S84°21'14"E, 25.14 FEET;

THENCE S39°48'16"E, 26.00 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT 6;

THENCE S55°51'48"W, 6.50 FEET;

THENCE S87°39'10"W, 39.54 FEET;

THENCE N47°06'33"W, 16.50 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 7;

THENCE N42°53'27"E, 22.50 FEET ALONG THE NORTHWESTERLY LINES OF SAID LOTS 7 AND 6 TO THE POINT OF BEGINNING.

AREA = 1,073 SQ. FT. OR (0.025 ACRES), MORE OR LESS.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., AS BEARING N89°15'30"W, 2,655.39 FEET. THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER BEING IDENTIFIED BY A 3-1/4 INCH ALUMINUM CAP PROPERLY STAMPED AND MARKED "EL PASO COUNTY DPW, PLS 17496" AND THE SOUTH QUARTER CORNER BEING IDENTIFIED BY A 3-1/4 INCH ALUMINUM CAP PROPERLY STAMPED AND MARKED "SURVCO INC., PLS 30829".



Richard E. Mariotti
Colorado Professional
Land Surveyor No. 22573

Revised: 7-16-18

04/12/18, PREPARED BY: RICHARD E. MARIOTTI
3275 AKERS DR., COLORADO SPRINGS, CO 80922

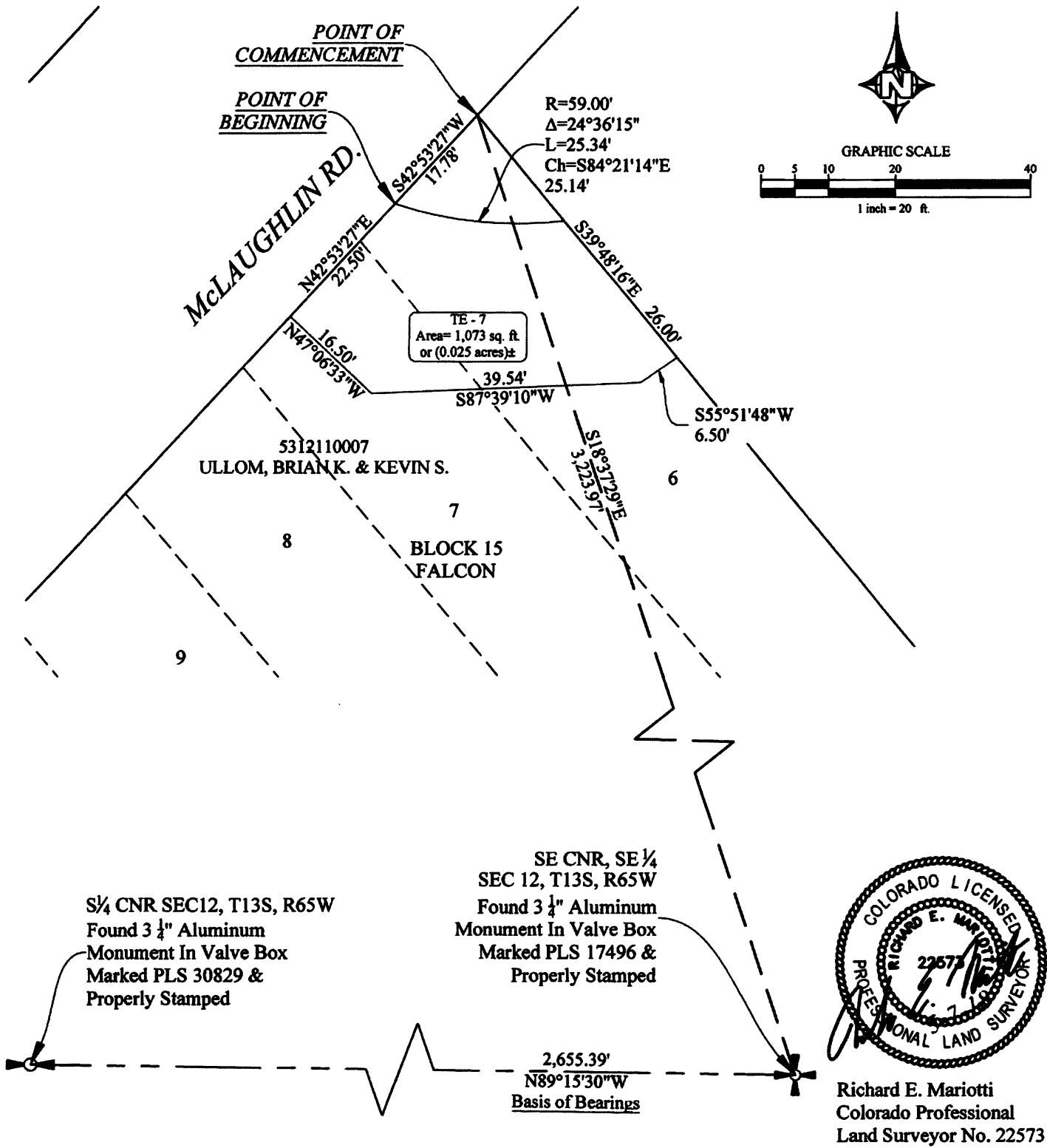
EL PASO COUNTY
DEPARTMENT OF PUBLIC WORKS

EXHIBIT D

EL PASO COUNTY PROJECT NUMBER 279134

NON-EXCLUSIVE TEMPORARY EASEMENT TE-7

IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 13 SOUTH, RANGE 65 WEST
OF THE 6th P.M. EL PASO COUNTY, COLORADO



Richard E. Mariotti
Colorado Professional
Land Surveyor No. 22573

Revised: 7-16-18

SCALE: 1"=20' DATE: 04/12/18
PREPARED BY: REM

EL PASO COUNTY
DEPARTMENT OF PUBLIC WORKS

COPY

SPECIAL WARRANTY DEED

THIS DEED, made this ____ day of _____, 20 ____, between **BRIAN K. ULLOM AND KEVIN SCOTT ULLOM**, whose mailing address is 3910 Cooke Drive, Colorado Springs, CO 80911 (“Grantor”), and **EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO**, whose street address is 200 S. Cascade Avenue, Colorado Springs, CO 80903 (“Grantee” or “County”).

WITNESSETH, that Grantor, for and in consideration of the sum of ONE THOUSAND TWO HUNDRED SIX DOLLARS and No Cents (\$1,206.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, and Grantee’s heirs, successors and assigns forever, all the real property, together with all improvements, if any, situate, lying and being in the County of El Paso, State of Colorado described as follows:

**See Exhibits A and B for RW-7,
attached hereto and incorporated herein by reference**

TOGETHER WITH all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, and Grantee’s heirs, successors and assigns forever. Grantor, for Grantor and Grantor’s heirs, successors and assigns, does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of Grantee, and Grantee’s heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor and hereby warrants that the Property is free and clear of any lien or encumbrances, of whatever kind or nature soever, including taxes for 2018 and 2019 tax proration, except any easements, rights-of-way, and restrictions of record and taxes for subsequent years.

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Signature Page Follows

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

GRANTOR: BRIAN K. ULLOM AND KEVIN SCOTT ULLOM

By: Brian K. Ullom
 Brian K. Ullom

By: Kevin Scott Ullom
 Kevin Scott Ullom

STATE OF Colorado)
)
 COUNTY OF EL PASO) SS.

The foregoing instrument was acknowledged before me this 8th day of August, 2019, by Brian K. Ullom.

Witness my hand and official seal.
 JEFFERY L. PERRET
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID # 20084022973
 MY COMMISSION EXPIRES AUGUST 6, 2020

[Signature]
 Notary Public

My Commission expires: 08-06-2020

STATE OF Colorado)
)
 COUNTY OF EL PASO) SS.

The foregoing instrument was acknowledged before me this 8th day of August, 2019, by Kevin Scott Ullom.

Witness my hand and official seal.

[Signature]
 Notary Public

My Commission expires: 08-06-2020

JEFFERY L. PERRET
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID # 20084022973
 MY COMMISSION EXPIRES AUGUST 6, 2020

EXHIBIT A

EL PASO COUNTY PROJECT NUMBER 279134

RIGHT OF WAY PARCEL 7

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THENCE N39°48'16"W, 20.18 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT 6 TO THE **POINT OF BEGINNING**.

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Richard E. Mariotti
Colorado Professional
Land Surveyor No. 22573

Revised: 7-16-18

04/12/18, PREPARED BY: RICHARD E. MARIOTTI
3275 AKERS DR., COLORADO SPRINGS, CO 80922

EL PASO COUNTY
DEPARTMENT OF PUBLIC WORKS

