

BCCC

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

Project: Fencing at Clover Ditch

Location: Clover Ditch

Parcel #: PE-4

County : El Paso

This Agreement made on Dec. 22, 2020 (date) is between El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado (GRANTEE), for the donation of the parcel(s) listed above from the Owner, Stratmoor Hills Water District (GRANTOR).

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	sq ft <input type="checkbox"/> /acres <input type="checkbox"/>	\$0.00
Permanent Easement (described in attached Exhibits A and B) (the "Property")	1,501 sq ft <input checked="" type="checkbox"/> /acres <input type="checkbox"/>	\$0.00
Temporary Easement	sq ft <input type="checkbox"/> /acres <input type="checkbox"/>	\$0.00
Non-Exclusive Permanent Utility Easement	sq ft <input type="checkbox"/> /acres <input type="checkbox"/>	\$0.00
Improvements		\$0.00
Damages		\$0.00
	Gross Total	\$0.00
	Less Credit	\$0.00
	Net Total	Donation

Other conditions: Vehicular access to the GRANTOR's property, that will be subject to the easement conveyance herein, shall not be modified or altered by GRANTEE.

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 if applicable) 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.
- 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. 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
12/29/2020 03:33:50 PM
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El Paso County, CO



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Initialed *TW*

Project.: Fencing at Clover Ditch

Parcel No.: PE-4

The GRANTEE:

- will be entitled to specific performance of this Agreement.
- will be held harmless from any claims against the property or to any interest in the property.
- will prepare the following documents:

- | | | |
|---|--------------------------------------|--|
| <input 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 checked="" 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 type="checkbox"/> Temporary Easement |
| <input 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 \$: N/A - Donation

Payable to: N/A - Donation

GRANTEE:

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

Mark Waller, Chair



Reference: BoCC resolution # 2016-06-22

GRANTOR:

Stratmoor Hills Water District

By:

Name: THOMAS E. WEHRKAMP

Title: BOARD PRESIDENT

EXHIBIT A

EL PASO COUNTY PROJECT NUMBER 362483

NON-EXCLUSIVE PERMANENT EASEMENT PE-4

SITUATE

THE WEST HALF OF SECTION 4, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO

LEGAL DESCRIPTION

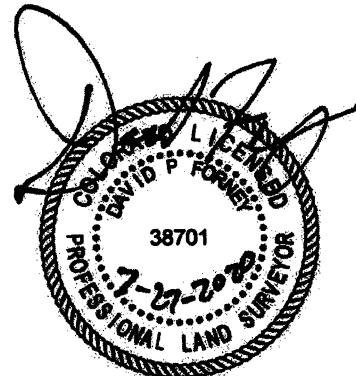
A TRACT OF LAND SITUATED IN THE WEST HALF OF SECTION 4, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING A PART OF THE EL PASO COUNTY, COLORADO ASSESSOR'S PARCEL NUMBER 6504200032 LOCATED AT 1825 B STREET, COLORADO SPRINGS, COLORADO, OWNED BY STRATMOOR HILLS WATER DISTRICT, MAILING ADDRESS 1811 B STREET, COLORADO SPRINGS, COLORADO 80906-5303, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY NORTHWEST CORNER ON THE NORTHERLY LINE OF TRACT "A", COLLEGE PARK SUBDIVISION No. 1 AS RECORDED IN PLAT BOOK V-3 AT PAGE 129 OF THE RECORDS OF THE CLERK AND RECORDER OF EL PASO COUNTY, COLORADO, ALSO KNOWN AS TRACT "A", ALTA/NSPS LAND TITLE SURVEY AS RECORDED AT RECEPTION NO. 218900094 OF THE RECORDS OF THE CLERK AND RECORDER OF EL PASO COUNTY, COLORADO AND MONUMENTED WITH A FOUND No. 4 REBAR, THENCE;

1. ALONG SAID NORTHERLY LINE NORTH 59°23'45" EAST A DISTANCE OF 207.47 FEET, TO AN ANGLE POINT ON SAID LINE MONUMENTED WITH A FOUND No. 4 REBAR W/CAP MARKED "WATTS 9853", THENCE;
2. NORTH 54°03'10" EAST A DISTANCE OF 726.09 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL AND ALSO BEING THE NORTHEAST CORNER OF SAID NORTHERLY LINE OF TRACT "A", MONUMENTED WITH A FOUND No. 4 REBAR WITH A RED PLASTIC CAP MARKED "EPC PCD PLS 22573", THENCE;
3. ALONG THE LINE COMMON TO THE SOUTHERLY BOUNDARY OF SAID PARCEL AND THE NORTHERLY BOUNDARY OF SAID TRACT "A" NORTH 81°24'05" WEST A DISTANCE OF 12.80 FEET TO THE POINT OF BEGINNING, THENCE;
4. CONTINUING ALONG SAID COMMON LINE NORTH 81°24'05" WEST A DISTANCE OF 96.67 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, THENCE;
5. ALONG THE WESTERLY LINE OF SAID PARCEL NORTH 37°32'24" WEST A DISTANCE OF 21.65 FEET, THENCE;
6. SOUTH 81°24'05" EAST A DISTANCE OF 103.41 FEET, THENCE;
7. SOUTH 21°58'27" EAST A DISTANCE OF 17.42 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,501 SQUARE FEET, (0.0344 ACRES), MORE OR LESS.

ALL BEARINGS ARE BASED ON THE LINE BETWEEN A FOUND No. 4 REBAR AT THE SOUTHWEST CORNER OF ASSESSOR'S PARCEL NUMBER 6504300040 LOCATED AT 1785 B STREET, COLORADO SPRINGS, COLORADO ALSO BEING A CORNER ON THE NORTHERLY LINE OF TRACT "A", COLLEGE PARK SUBDIVISION No. 1 AS RECORDED IN PLAT BOOK V-3 AT PAGE 129 OF THE RECORDS OF THE CLERK AND RECORDER OF EL PASO COUNTY, COLORADO TO A FOUND No. 4 REBAR W/CAP MARKED "WATTS 9853" AT AN ANGLE POINT OF THE SOUTHERLY LINE OF SAID PARCEL AND ALSO BEING AN ANGLE POINT OF THE NORTHERLY LINE OF SAID TRACT "A", AND IS ASSUMED TO BEAR NORTH 59°23'45" EAST A DISTANCE OF 207.47 FEET.



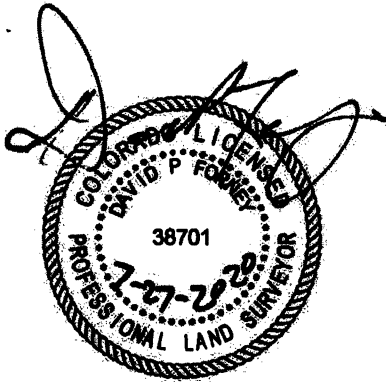
PREPARED BY: DAVID P. FORNEY
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38701
FOR AND ON BEHALF OF EL PASO COUNTY

SCALE: NONE DATE: 07/27/2020
DRAWING: Tanager Fence Easement.dwg BY: NH

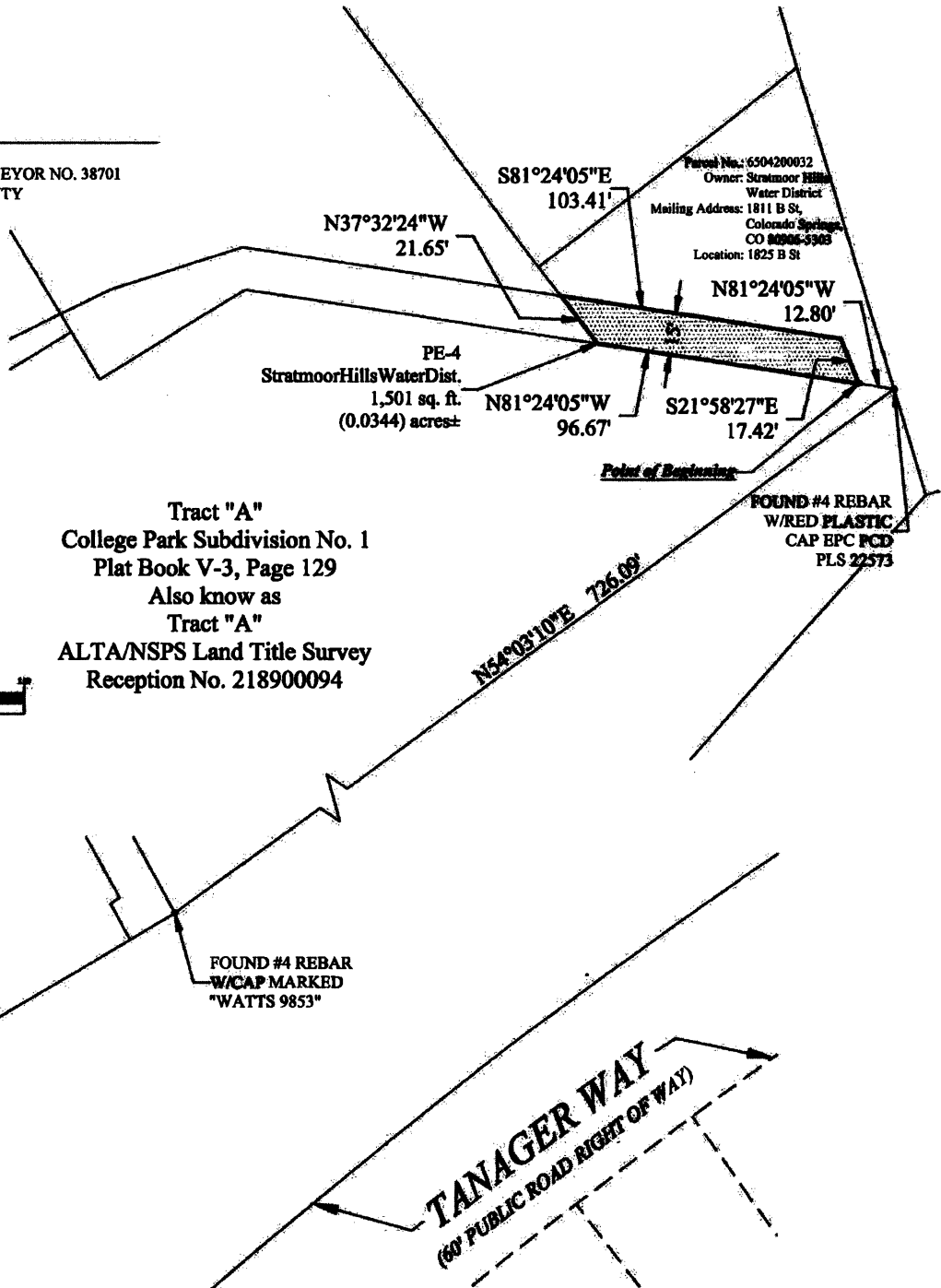
EL PASO COUNTY
DEPARTMENT OF PUBLIC WORKS

EXHIBIT B
 EL PASO COUNTY PROJECT NUMBER 362483
NON-EXCLUSIVE PERMANENT EASEMENT PE-4

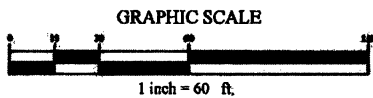
SITUATE
 THE WEST HALF OF SECTION 4, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO



PREPARED BY: DAVID P. FORNEY
 COLORADO PROFESSIONAL LAND SURVEYOR NO. 38701
 FOR AND ON BEHALF OF EL PASO COUNTY



Tract "A"
 College Park Subdivision No. 1
 Plat Book V-3, Page 129
 Also known as
 Tract "A"
 ALTA/NSPS Land Title Survey
 Reception No. 218900094



SCALE: 1"=60' DATE: 07/27/2020
 DRAWING: Tanager Fence Easement.dwg BY: NH

EL PASO COUNTY
 DEPARTMENT OF PUBLIC WORKS