

RESOLUTION NO. 21-91

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-2)
ASSOCIATED WITH STRUTHERS ROAD AT THE NORTHGATE
INTERSECTION**

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" or "County"), 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 is constructing improvements to Struthers Road at the Northgate intersection, and as a result of those improvements, the Department of Public Works ("DPW") identified a need to enter into a Memorandum of Agreement to memorialize the agreement, and to approve and accept a Special Warranty Deed (RW-2), copies of which are attached hereto respectively as Exhibits 1 and 2, incorporated herein by reference from property owned by BSP Ridgepointe Colorado, LLC, a Delaware limited liability company ("Grantor"), to be utilized by the County for the purposes of construction, drainage, slope, maintenance, repair, replacement, operation, ingress and egress; and

WHEREAS, Grantor agrees to grant to El Paso County, a Special Warranty Deed (RW-2) for the sum of \$44,464.00, plus a sum for improvements to include the purchase of two mature pine trees, for a total rounded up sum of \$45,500.00 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 to effectuate the hereinabove described transaction for the purposes of construction, drainage, slope, maintenance, repair, replacement, operation, ingress and egress, related to Struthers Road at the Northgate intersection.

NOW THEREFORE, BE IT RESOLVED, the Board of County Commissioners hereby approves the Memorandum of Agreement, and hereby approves and accepts the Special Warranty Deed (RW-2) from Grantor and authorizes payment to Grantor from appropriate funds in the amount of \$45,500.00, subject to the terms and conditions cited therein.

BE IT FURTHER RESOLVED, that Stan VanderWerf, duly elected, qualified member and Chair of the Board of County Commissioners, or Cami Bremer, 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.

Chuck Broerman
03/17/2021 11:02:26 AM
Doc \$0.00 12
Rec \$0.00 Pages

El Paso County, CO



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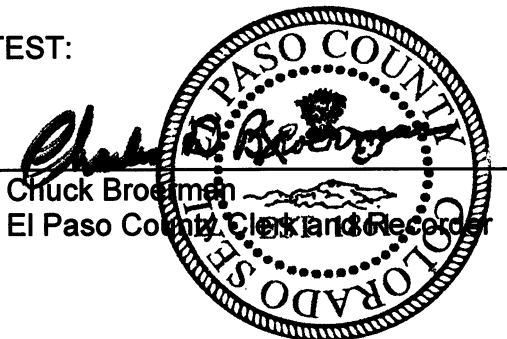
RESOLUTION NO. 21- 91

Page 2

DONE THIS 16th day of March, 2021, at Colorado Springs, Colorado.

ATTEST:

By:



Chuck Broegman
El Paso County Clerk and Recorder

BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO

By:

A handwritten signature in cursive script, which appears to be "Stan VanderWerf".
Stan VanderWerf, Chair

El Paso County Department of Public Works MEMORANDUM OF AGREEMENT	Project No: 469267	
	Location: Struthers at North Gate	
	Parcel #: RW-2	
	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, BSP Ridgepointe Colorado, LLC, a Delaware limited liability company (GRANTOR).

Just compensation was determined by 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: RW-2 (described in attached exhibits A & B)	6,352 sq ft <input checked="" type="checkbox"/> /acres <input type="checkbox"/>	\$ 44,464.00
Non-Exclusive Permanent Easements: none	sq ft <input type="checkbox"/> /acres <input type="checkbox"/>	\$ -0-
Temporary Easements: none	sq ft <input type="checkbox"/> /acres <input type="checkbox"/>	\$ -0-
Non-Exclusive Permanent Utility Easements: none	sq ft <input type="checkbox"/> /acres <input type="checkbox"/>	\$ -0-
Improvements: 2 mature pine trees		\$ 1,000.00
Damages: none		\$ -0-
	Offer Total (rounded)	\$ 45,500.00
	Net Total (rounded)	\$ 45,500.00

Other conditions: Vehicular access to the GRANTOR's property is not affected by the conveyance herein and 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) 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.

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"/> 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 type="checkbox"/> Temporary Easement		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; padding: 2px;">Order Check \$45,500.00</td> <td style="padding: 2px;">Payable to: Land Title Guarantee Company as Escrow Agent for: BSP Ridgepointe Colorado, LLC</td> </tr> </table>		Order Check \$45,500.00	Payable to: Land Title Guarantee Company as Escrow Agent for: BSP Ridgepointe Colorado, LLC
Order Check \$45,500.00	Payable to: Land Title Guarantee Company as Escrow Agent for: BSP Ridgepointe Colorado, LLC		
El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado <div style="text-align: center;">ATTEST:</div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> _____ Stan VanderWerf, Chair </div> <div style="width: 45%;"> _____ County Clerk and Recorder </div> </div> Reference: BoCC resolution # _____	GRANTOR: BSP Ridgepointe Colorado, LLC, a Delaware limited liability company By: Big Fund Advisors, LLC, a Delaware limited liability company Its: Managing Member By: Buchanan Street Partners, L.P., a Delaware limited partnership Its: Sole Member By: BSP General Partner, Inc a Delaware corporation Its: Managing General Partner By: _____ Timothy J. Ballard, its President		

EXHIBIT A

EL PASO COUNTY PROJECT NUMBER 469267
RIGHT OF WAY PARCEL, PART OF LOT 1
RIDGE POINT SUBDIVISION FILING No. 1

SITUATE

THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO

Parcel Number: RW-2

LEGAL DESCRIPTION

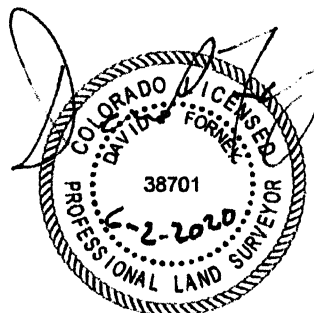
A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING A PART OF LOT 1 OF THE SUBDIVISION PLATTED AS RIDGE POINT SUBDIVISION FILING No. 1 AS RECORDED AT RECEPTION No. 99093593 OF THE RECORDS OF THE CLERK AND RECORDER OF EL PASO COUNTY, COLORADO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, THENCE;

1. **ALONG THE EASTERLY LINE OF SAID LOT 1 THE FOLLOWING TWO (2) COURSES:**
 - a) **SOUTH 01°22'30" EAST A DISTANCE OF 350.00 FEET, THENCE;**
 - b) **SOUTH 24°35'19" WEST A DISTANCE OF 615.81 FEET TO THE POINT OF BEGINNING, THENCE;**
2. **CONTINUING ALONG SAID EASTERLY LINE SOUTH 24°35'19" WEST A DISTANCE OF 70.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1 AND BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF NORTHGATE BLVD AS RECORDED IN BOOK 1728 AT PAGE 449 OF THE RECORDS OF THE CLERK AND RECORDER OF EL PASO COUNTY, COLORADO, THENCE;**
3. **ALONG THE SOUTH LINE OF SAID LOT 1 ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 10°38'09", A RADIUS OF 337.94 FEET, AN ARC LENGTH OF 62.73 FEET, A CHORD BEARING OF NORTH 85°47'42" WEST AND A CHORD LENGTH OF 62.64 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 AND BEING THE INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY LINE OF NORTHGATE BLVD AND THE EASTERLY RIGHT-OF-WAY LINE OF STRUTHERS ROAD, THENCE;**
4. **ALONG THE WESTERLY LINE OF SAID LOT 1 THE FOLLOWING TWO (2) COURSES:**
 - a) **NORTH 10°12'03" WEST A DISTANCE OF 71.14 FEET TO A POINT OF CURVE, THENCE;**
 - b) **ON THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 01°21'28", A RADIUS OF 632.96 FEET, AN ARC LENGTH OF 15.00 FEET, A CHORD BEARING OF NORTH 10°52'48" WEST AND A CHORD LENGTH OF 15.00 FEET, THENCE;**
5. **SOUTH 76°45'32" EAST, A DISTANCE OF 110.17 FEET TO THE POINT OF BEGINNING.**

SAID PARCEL CONTAINS 6,352 SQUARE FEET, (0.1458 ACRES), MORE OR LESS.

ALL BEARINGS ARE BASED ON A LINE FROM THE NORTHEAST CORNER OF SAID LOT 1 AND ALSO BEING AN ANGLE POINT ON THE WESTERLY LINE OF TRACT D OF MORNINGVIEW SUBDIVISION AS RECORDED AT RECEPTION No. 207712526 OF THE RECORDS OF THE CLERK AND RECORDER OF EL PASO COUNTY, COLORADO, BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP STAMPED "JR ENG LS 10377, TO AN ANGLE POINT ON THE EASTERLY LINE OF SAID TRACT D, BEING MONUMENTED BY A FOUND 1-1/2" ALUMINUM CAP STAMPED "JR ENG PLS 32820", AND IS ASSUMED TO BEAR SOUTH 01°37'24" WEST A DISTANCE OF 543.56 FEET.



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

SCALE: NONE DATE: 06/02/2020
DRAWING: NorthgateBlvd(NewROW).dwg BY: NH

EL PASO COUNTY
DEPARTMENT OF PUBLIC WORKS

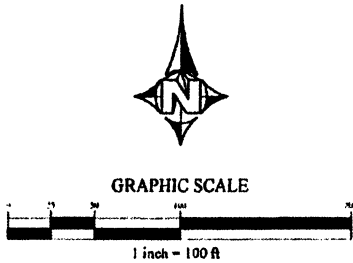
EXHIBIT B Parcel Number: RW-2
EL PASO COUNTY PROJECT NUMBER 469267
RIGHT OF WAY PARCEL, PART OF LOT 1
RIDGE POINT SUBDIVISION FILING No. 1

SITUATE

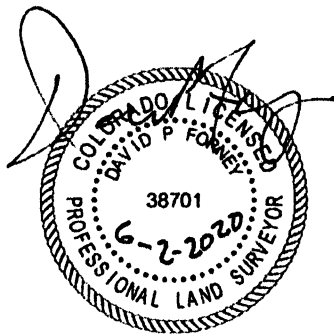
THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO

Point of Commencement
NE COR SW 1/4, SW 1/4, SEC 6 Being the
Northeast Corner of Lot 1, Ridge Point Subdivision No. 1
Found 3-1/4" Aluminum Cap Stamped "JR ENG LS 10377"

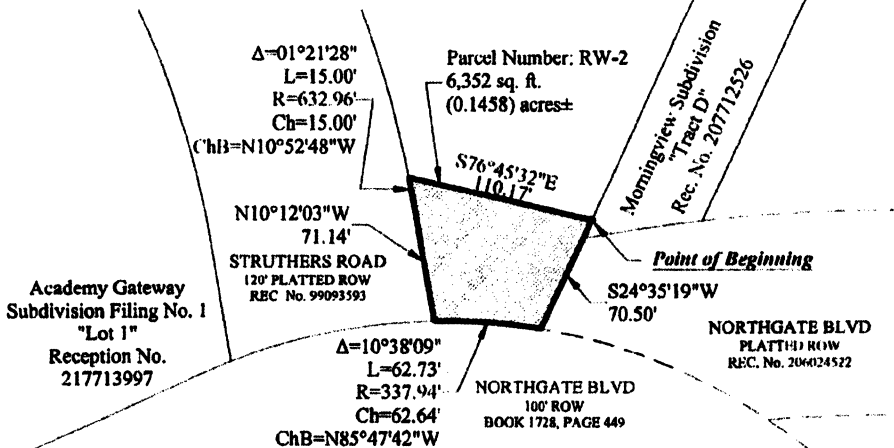
Morningview Subdivision
"Tract D"
Reception No. 207712526



Ridge Point Subdivision Filing No. 1
"Lot 1"
Reception No. 99093593



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



SCALE: 1"=100' DATE: 06/02/2020
DRAWING: NorthgateBlvd(NewROW).dwg BY: NH

EL PASO COUNTY
DEPARTMENT OF PUBLIC WORKS

COPY

SPECIAL WARRANTY DEED

THIS DEED, made this 8TH day of DECEMBER, 2020, between **BSP RIDGEPONTE COLORADO, LLC, A DELWARE LIMITED LIABILITY COMPANY**, whose mailing address is 3501 Jamboree Road, Suite 4200, Newport Beach, CA 92660 ("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 FORTY FOUR THOUSAND FOUR HUNDRED SIXTY FOUR DOLLARS and NO CENTS (\$44,464.00) 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-2,
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 2019 and 2020 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:

BSP Ridgepointe Colorado, LLC, a Delaware limited liability company

By: Big Fund Advisors, LLC,
a Delaware limited liability company
Its: Managing Member

By: Buchanan Street Partners, L.P.
a Delaware limited partnership
Its: Sole Member

By: BSP General Partner, Inc.
a Delaware corporation

Its: ~~Managing General Partner~~

By: 
Timothy J. Ballard, its President

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Timothy J. Ballard as President of BSP General Partner, Inc., a Delaware corporation as Managing General Partner of Buchanan Street Partners, L.P., a Delaware limited partnership as Sole Member of Big Fund Advisors, LLC, a Delaware limited liability company as Managing Member of BSP Ridgepointe Colorado, LLC, a Delaware limited liability company.

Witness my hand and official seal.

SEE
ATTACHED

Notary Public

My commission expires: _____.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On DECEMBER 31ST, 2020 before me, Leesa Merrill Loeffke, Notary Public,
(insert name and title of the officer)

personally appeared Timothy J. Ballard,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/hér/their authorized capacity(ies), and that by his/hér/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



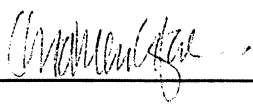
Signature  (Seal)

EXHIBIT A

EL PASO COUNTY PROJECT NUMBER 469267
RIGHT OF WAY PARCEL, PART OF LOT 1
RIDGE POINT SUBDIVISION FILING No. 1

SITUATE

THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO

Parcel Number: RW-2

LEGAL DESCRIPTION

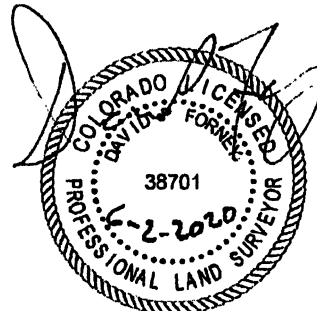
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PREPARED BY: DAVID P. FORNEY
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38701
FOR AND ON BEHALF OF EL PASO COUNTY

SCALE: NONE DATE: 06/02/2020
DRAWING: NorthgateBlvd(NewROW).dwg BY: NH

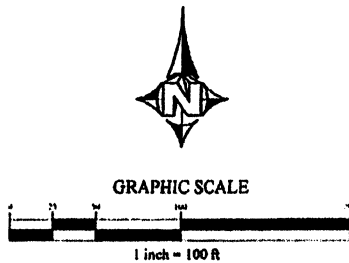
EL PASO COUNTY
DEPARTMENT OF PUBLIC WORKS

EXHIBIT B Parcel Number: RW-2
EL PASO COUNTY PROJECT NUMBER 469267
RIGHT OF WAY PARCEL, PART OF LOT 1
RIDGE POINT SUBDIVISION FILING No. 1

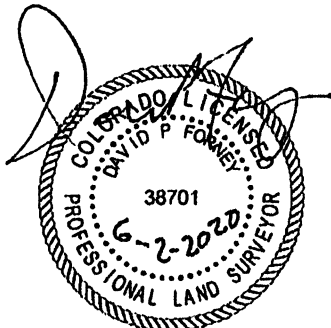
SITUATE
THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO

Point of Commencement
NE COR SW 1/4, SW 1/4, SEC 6 Being the
Northeast Corner of Lot 1, Ridge Point Subdivision No. 1
Found 3-1/4" Aluminum Cap Stamped "JR ENG LS 10377"

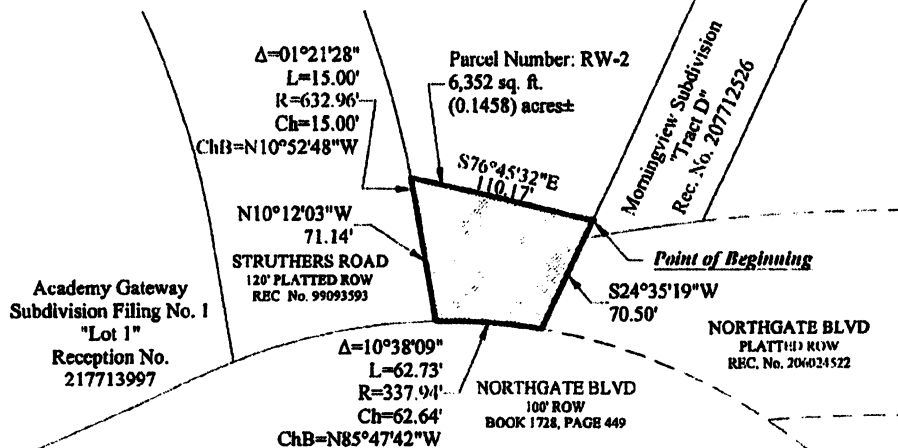
Morningview Subdivision
"Tract D"
Reception No. 207712526



Ridge Point Subdivision Filing No. 1
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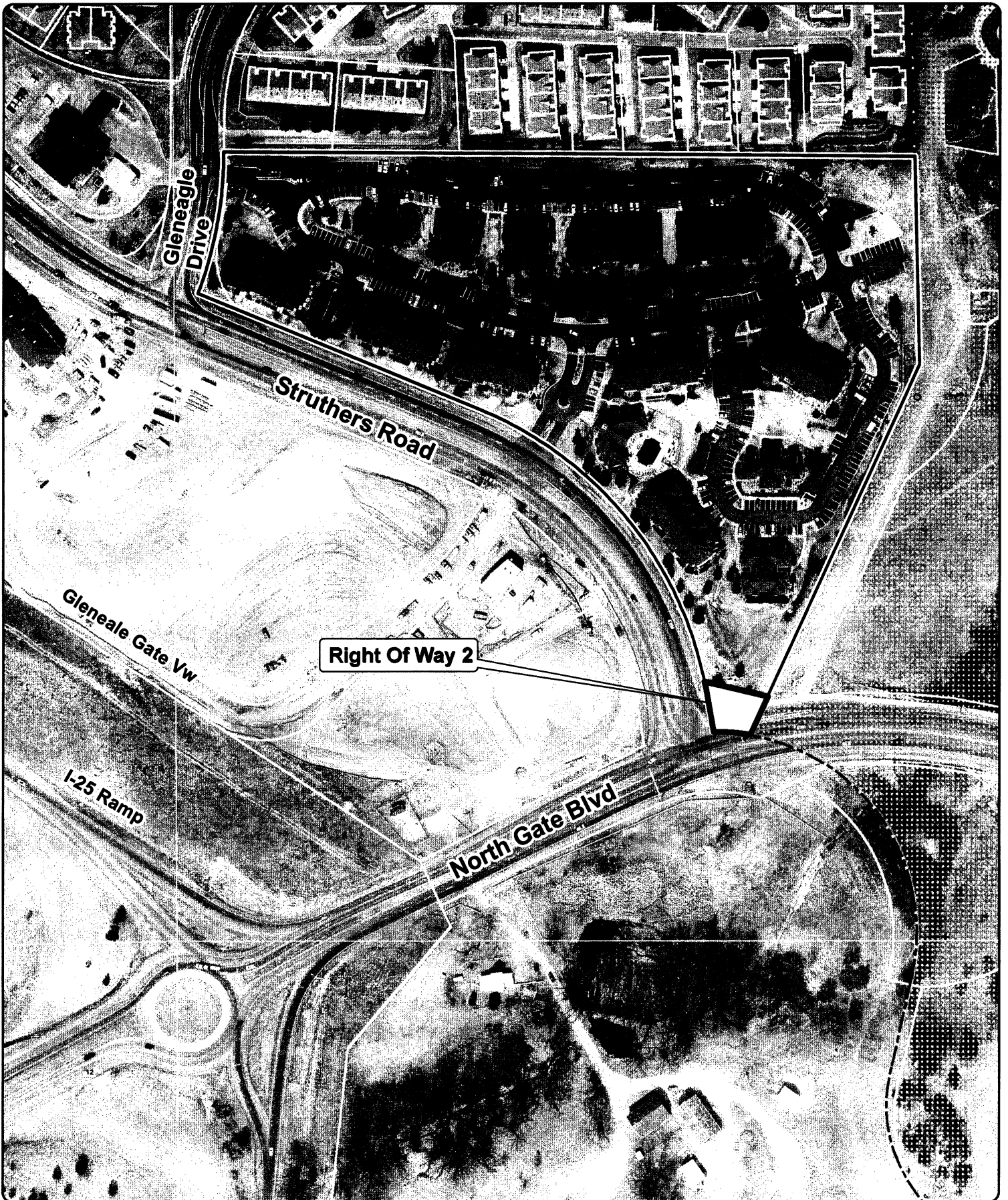


PREPARED BY: DAVID P. FORNEY
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FOR AND ON BEHALF OF EL PASO COUNTY



SCALE: 1"=100' DATE: 06/02/2020
DRAWING: NorthgateBlvd(NewROW).dwg BY: NH

EL PASO COUNTY
DEPARTMENT OF PUBLIC WORKS



FEET
0 50 100 150 200 250
SCALE 1:2,500

EL PASO COUNTY, COLORADO
STRUTHERS ROAD AT NORTH GATE BOULEVARD
PROPERTY ACQUISITION EXHIBIT
INFRASTRUCTURE MANAGEMENT SYSTEM GIS DATA VIEWER



PROPERTY DATA BY THE STATE OF TEXAS IS AVAILABLE IN THE PUBLIC DOMAIN. THE DATA IS PROVIDED AS IS AND IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PROVIDED. THE DATA IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PROVIDED. THE DATA IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PROVIDED.