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RESOLUTION NO. 21- 159

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

**RESOLUTION TO APPROVE A MEMORANDUM OF AGREEMENT AND TO
APPROVE AND ACCEPT SPECIAL WARRANTY DEEDS (RW-1 AND RW-2)
AND A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (TE-2)
ASSOCIATED WITH THE WIDEFIELD BOULEVARD INTERSECTION
IMPROVEMENTS 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 transportation project known as the Widefield Boulevard Intersection Improvements 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 Special Warranty Deeds for right-of-way (RW-1 and RW-2) and a Temporary Construction Easement Agreement (TE-2), copies of which are attached hereto respectively as Exhibits 1, 2, 3, and 4, incorporated herein by reference, from property owned by Fountain Valley Investment Partners, LLC, a Colorado limited liability company (hereinafter "Grantor") for the Widefield Boulevard Intersection Improvements Project for purposes 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-1) for the sum of \$970.00 and a Special Warranty Deed (RW-2) for the sum of \$4,841.00 and a Temporary Construction Easement Agreement (TE-2) for the sum of \$451.00, plus a sum of \$2,562.00 for improvements to include trees, shrubs, and rock, for a rounded up sum of \$8,850.00 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 Deeds and the 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 Widefield Boulevard Intersection Improvements Project

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners hereby approves the Memorandum of Agreement, and hereby approves the Special Warranty Deeds (RW-1 and RW-2) and the Temporary Construction Easement Agreement (TE-2) from Grantor and authorizes payment to Grantor from applicable funds in the amount of \$8,850 subject to the terms and conditions cited therein.

Chuck Broerman
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El Paso County, CO



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RESOLUTION NO. 21-159

Page 2

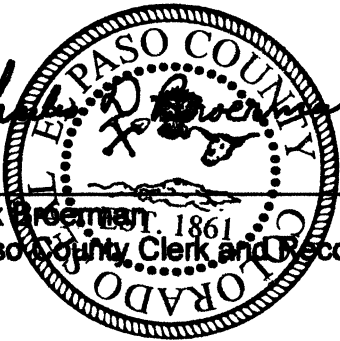
BE IT FURTHER RESOLVED, that the duly elected, qualified member and Chair of the Board of County Commissioners, or the duly elected, qualified member and Vice Chair of the Board of County Commissioners, be and is hereby authorized and appointed on behalf of the Board to execute any and all documents necessary to carry out the intent of the Board as described herein.

DONE THIS 27th day of April, 2021, at Colorado Springs, Colorado.

ATTEST

By:

Chuck Greenman
El Paso County Clerk and Recorder



BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO

By:

Stan VanderWerf, Chair

A handwritten signature in black ink, appearing to read "Stan VanderWerf", is written over a horizontal line.

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

Project No : 270235

Location : 2 Widefield Boulevard

Parcel # : RW-1, RW-2, TE-2

County : El Paso

This Agreement made on _____, 2021 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, Fountain Valley Investment Company, a partnership (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 RW-1 (described in attached exhibits A & B)	277 sq ft <input checked="" type="checkbox"/> /acres <input type="checkbox"/>	\$ 970.00
Land RW-2 (described in attached exhibits C & D)	1,383 sq ft <input checked="" type="checkbox"/> /acres <input type="checkbox"/>	\$ 4,841.00
Non-Exclusive Permanent Easements: none		\$ -0-
Temporary Easement TE-2 (described in attached exhibits E & F)	1,288 sq ft <input checked="" type="checkbox"/> /acres <input type="checkbox"/>	\$ 451.00
Non-Exclusive Permanent Utility Easement: none		\$ -0-
Improvements:		
4 deciduous trees		\$ 2,000.00
2 juniper bushes & 3 shrubs		\$ 232.00
Landscape boulders and rock		\$ 330.00
Damages: none		\$ -0-
Offer Total (rounded)		\$ 8,850.00
Net Total		\$ 8,850.00

Other conditions:

- 1.) Vehicular access to the GRANTOR's property, that will be subject to the right-of-way and easement conveyance herein, will be modified or altered by GRANTEE.
- 2.) Where affected by the GRANTEE, the asphalt surface area and parking stall striping within TE 2 will be restored, repaired, resurfaced or repainted using same or similar materials at the sole cost of and by the GRANTEE.
- 3.) The GRANTEE shall not repair, restore, reset or replace any affected improvements.

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.

Project No.: 270235

Parcel No.: RW-1, RW-2, TE-2

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"/> 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 \$8,850.00

Payable to: Land Title Guarantee Company as Escrow Agent for:
Fountain Valley Investment Company, a partnership

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

ATTEST:

Stan VanderWerf, Chair

County Clerk and Recorder

Reference: BoCC resolution # _____

GRANTOR:

Fountain Valley Investment Company, a partnership

By: _____

Name: _____

Title: _____

EXHIBIT A

EL PASO COUNTY PROJECT NUMBER 270235

RIGHT-OF-WAY PARCEL RW-1

PART OF LOT 1, WIDEFIELD MALL SUBDIVISION FILING No. 1

SITUATE

THE NORTH HALF OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6th P.M.
EL PASO COUNTY, COLORADO

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE NORTH HALF OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING A PART OF LOT 1, WIDEFIELD MALL SUBDIVISION FILING No. 1 RECORDED AT RECEPTION No. 201168775 OF THE RECORDS OF THE CLERK AND RECORDER OF EL PASO COUNTY, COLORADO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF A PARCEL OF LAND LOCATED AT 1 WIDEFIELD BLVD., FOUNTAIN, CO. RECORDED IN LAND SURVEY PLAT RECORDED AT RECEPTION No. 208900035 OF THE RECORDS OF THE CLERK AND RECORDER OF EL PASO COUNTY, COLORADO MONUMENTED WITH A FOUND NAIL AND WASHER, STAMPED "MARIOTTI PLS 22573". THENCE:

1. NORTH 75°16'02" EAST A DISTANCE OF 225.03 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING, THENCE;
2. ALONG THE NORTH LINE OF SAID LOT 1, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF FONTAINE BLVD., SOUTH 89°29'24" EAST A DISTANCE OF 10.46 FEET, THENCE;
3. ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 113°12'02", A RADIUS OF 23.50 FEET, AN ARC LENGTH OF 46.43 FEET, A CHORD BEARING OF SOUTH 20°36'05" WEST AND A CHORD LENGTH OF 39.24 FEET, THENCE;
4. SOUTH 35°59'56" EAST A DISTANCE OF 9.40 FEET, THENCE;
5. SOUTH 54°00'04" WEST A DISTANCE OF 4.92 FEET TO THE WESTERLY LINE OF SAID LOT 1, SAID LINE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF WIDEFIELD BLVD., THENCE;
6. ALONG SAID WESTERLY LINE THE FOLLOWING TWO (2) COURSES:
 - a) NORTH 36°02'36" WEST A DISTANCE OF 18.05 FEET, THENCE;
 - b) ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 71°22'38", A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 37.37 FEET, A CHORD BEARING OF NORTH 20°46'57" EAST AND A CHORD LENGTH OF 35.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 277 SQUARE FEET, (0.0064 ACRES), MORE OR LESS.

ALL BEARINGS ARE BASED ON A PORTION OF THE WESTERLY LINE OF SAID PARCEL OF LAND LOCATED AT 1 WIDEFIELD BLVD., FOUNTAIN, CO. FROM THE NORTHWEST CORNER OF SAID PARCEL MONUMENTED WITH A FOUND NAIL AND WASHER, STAMPED "MARIOTTI PLS 22573". TO THE FIRST ANGLE POINT SOUTH BEING MONUMENTED BY A FOUND REBAR WITH AN ALUMINUM CAP STAMPED "MARIOTTI PLS 22573". AND IS ASSUMED TO BEAR SOUTH 30°32'31" EAST A DISTANCE OF 95.44 FEET.



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

SCALE: NONE DATE: 01/25/2021
DRAWING: SecurityFontaine_Legal_RW1.dwg BY: NH

EL PASO COUNTY
DEPARTMENT OF PUBLIC WORKS

EXHIBIT B

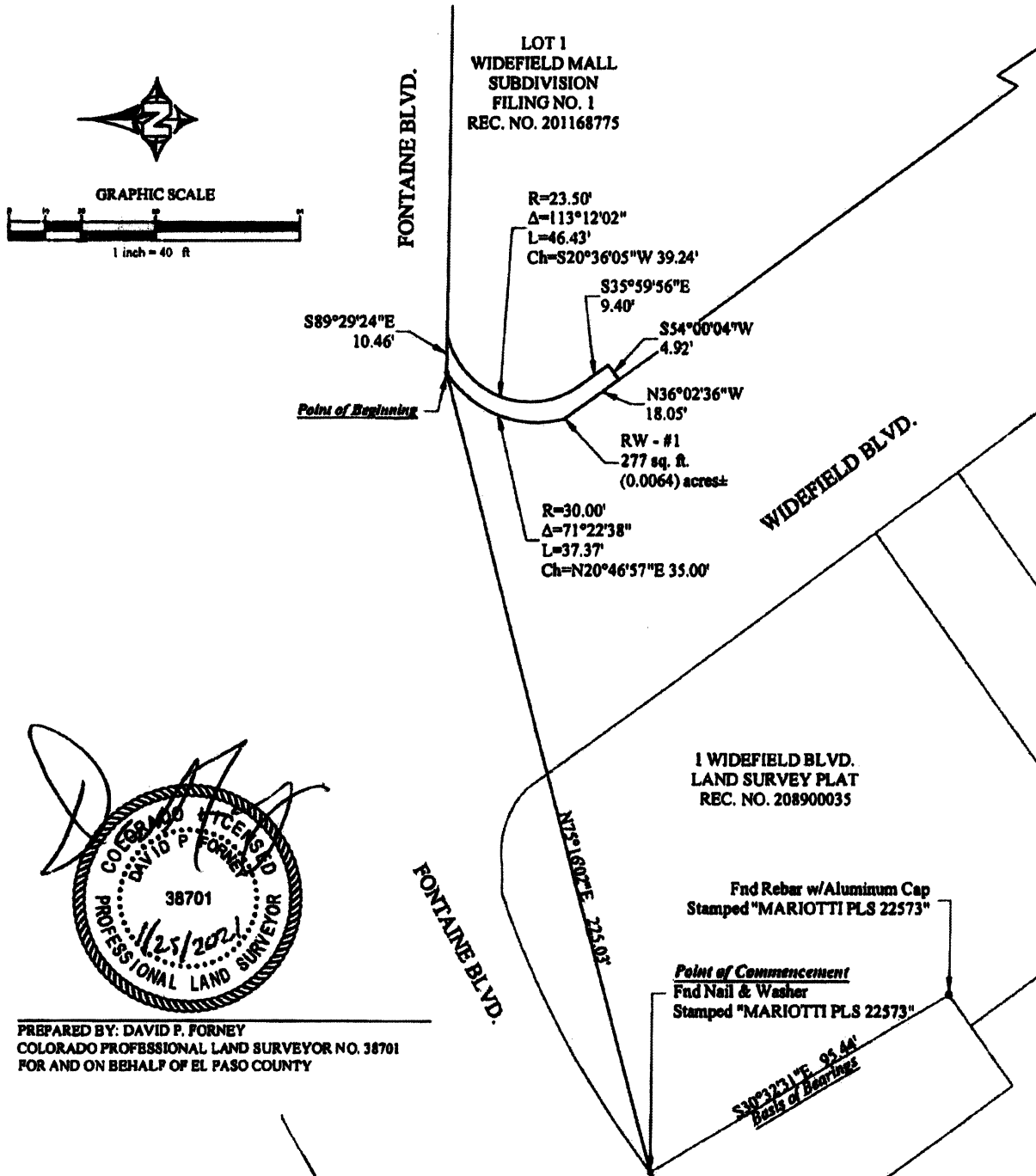
EL PASO COUNTY PROJECT NUMBER 270235

RIGHT-OF-WAY PARCEL RW-1

PART OF LOT 1, WIDEFIELD MALL SUBDIVISION FILING No. 1

SITUATE

THE NORTH HALF OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6th P.M.
EL PASO COUNTY, COLORADO



SCALE: 1"=40' DATE: 01/25/2021
DRAWING: SecurityFontaine_Legal_RW1.dwg BY: NH

EL PASO COUNTY
DEPARTMENT OF PUBLIC WORKS

EXHIBIT C

EL PASO COUNTY PROJECT NUMBER 270235

RIGHT-OF-WAY PARCEL RW-2

PART OF LOT 1, WIDEFIELD MALL SUBDIVISION FILING No. 1

SITUATE

THE NORTH HALF OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6th P.M.
EL PASO COUNTY, COLORADO

LEGAL DESCRIPTION

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1. NORTH 75°16'02" EAST A DISTANCE OF 225.03 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, THENCE;
2. ALONG THE NORTH LINE OF SAID LOT 1, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF FONTAINE BLVD., SOUTH 89°29'24" EAST A DISTANCE OF 68.08 FEET TO THE POINT OF BEGINNING, THENCE;
3. CONTINUING ALONG SAID NORTH LINE SOUTH 89°29'24" EAST A DISTANCE OF 160.23 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, THENCE;
4. ALONG THE EAST LINE OF SAID LOT 1 SOUTH 00°30'37" WEST A DISTANCE OF 13.00 FEET, THENCE;
5. ALONG A LINE PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE OF FONTAINE BLVD. NORTH 89°29'24" WEST A DISTANCE OF 52.58 FEET, THENCE;
6. NORTH 82°36'17" WEST A DISTANCE OF 108.44 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.383 SQUARE FEET, (0.0317 ACRES), MORE OR LESS.

ALL BEARINGS ARE BASED ON A PORTION OF THE WESTERLY LINE OF SAID PARCEL OF LAND LOCATED AT 1 WIDEFIELD BLVD., FOUNTAIN, CO. FROM THE NORTHWEST CORNER OF SAID PARCEL MONUMENTED WITH A FOUND NAIL AND WASHER, STAMPED "MARIOTTI PLS 22573", TO THE FIRST ANGLE POINT SOUTH BEING MONUMENTED BY A FOUND REBAR WITH AN ALUMINUM CAP STAMPED "MARIOTTI PLS 22573", AND IS ASSUMED TO BEAR SOUTH 30°32'31" EAST A DISTANCE OF 95.44 FEET.



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

SCALE: NONE DATE: 01/25/2021
DRAWING: SecurityFontaine_Legal_RW2.dwg BY: NH

EL PASO COUNTY
DEPARTMENT OF PUBLIC WORKS

EXHIBIT D

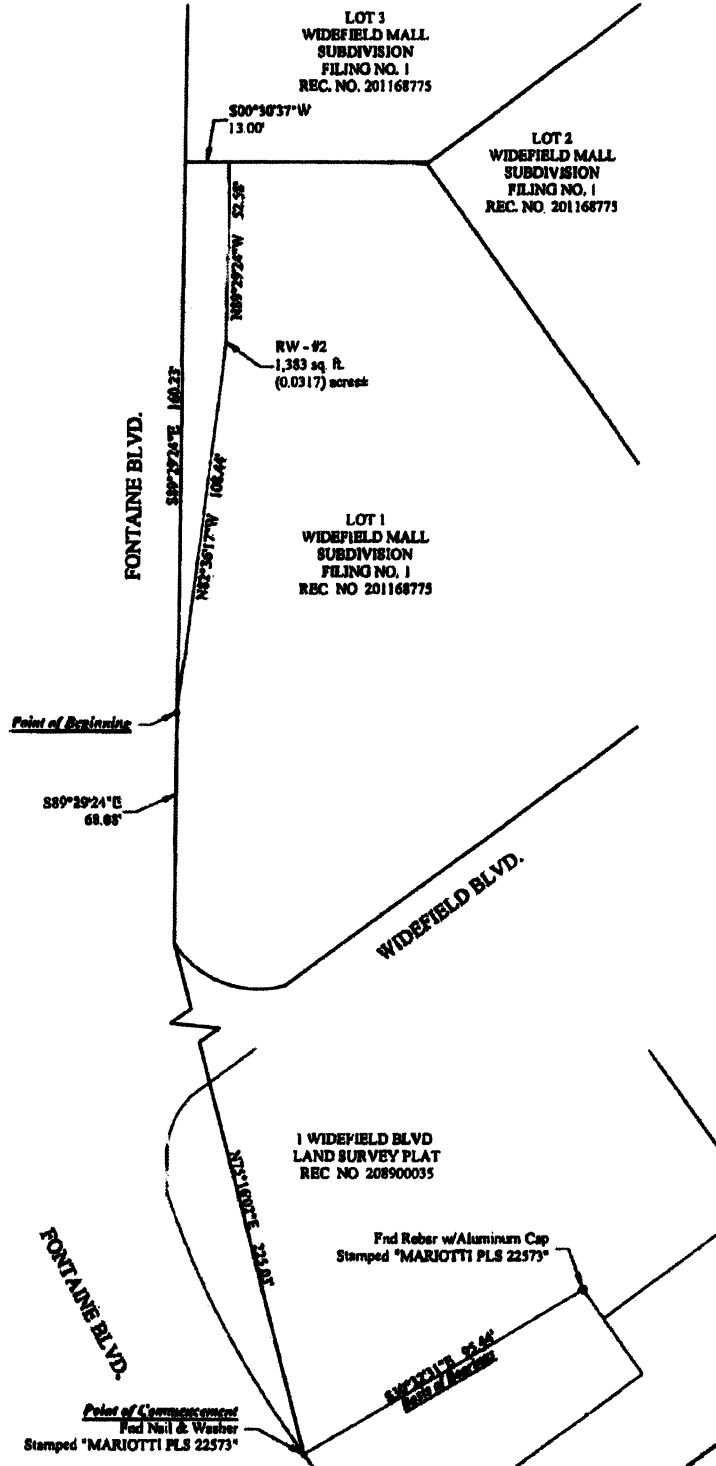
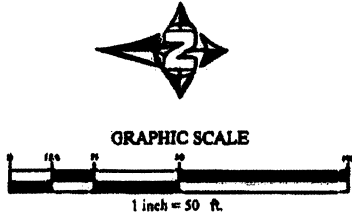
EL PASO COUNTY PROJECT NUMBER 270235

RIGHT-OF-WAY PARCEL RW-2

PART OF LOT 1, WIDEFIELD MALL SUBDIVISION FILING NO. 1

SITUATE

THE NORTH HALF OF SECTION 24, 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

SCALE: 1"=50' DATE: 01/25/2021
DRAWING: SecurityFontaine_Legal_RW2.dwg BY: NH

EL PASO COUNTY
DEPARTMENT OF PUBLIC WORKS

EXHIBIT E

EL PASO COUNTY PROJECT NUMBER 270235

TEMPORARY EASEMENT TE-2

PART OF LOT 1, WIDEFIELD MALL SUBDIVISION FILING No. 1

SITUATE

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EL PASO COUNTY, COLORADO

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1. NORTH 75°16'02" EAST A DISTANCE OF 225.03 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, THENCE;
2. ALONG THE NORTH LINE OF SAID LOT 1, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF FONTAINE BLVD., SOUTH 89°29'24" EAST A DISTANCE OF 20.46 FEET TO THE POINT OF BEGINNING, THENCE;
3. CONTINUING ALONG SAID NORTH LINE OF LOT 1, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF FONTAINE BLVD., SOUTH 89°29'24" EAST A DISTANCE OF 47.62 FEET, THENCE;
4. SOUTH 82°36'17" EAST A DISTANCE OF 103.17 FEET, THENCE;
5. SOUTH 07°23'43" WEST A DISTANCE OF 2.00 FEET, THENCE;
6. NORTH 88°10'18" WEST A DISTANCE OF 102.34 FEET, THENCE;
7. ALONG A LINE PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE OF FONTAINE BLVD. NORTH 89°29'24" WEST A DISTANCE OF 47.50 FEET, THENCE;
8. NORTH 00°30'37" EAST A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.288 SQUARE FEET. (0.0296 ACRES). MORE OR LESS.

ALL BEARINGS ARE BASED ON A PORTION OF THE WESTERLY LINE OF SAID PARCEL OF LAND LOCATED AT 1 WIDEFIELD BLVD., FOUNTAIN, CO. FROM THE NORTHWEST CORNER OF SAID PARCEL MONUMENTED WITH A FOUND NAIL AND WASHER, STAMPED "MARIOTTI PLS 22573", TO THE FIRST ANGLE POINT SOUTH BEING MONUMENTED BY A FOUND REBAR WITH AN ALUMINUM CAP STAMPED "MARIOTTI PLS 22573", AND IS ASSUMED TO BEAR SOUTH 30°32'31" EAST A DISTANCE OF 95.44 FEET.



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

SCALE: NONE DATE: 01/25/2021
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EL PASO COUNTY
DEPARTMENT OF PUBLIC WORKS

EXHIBIT F

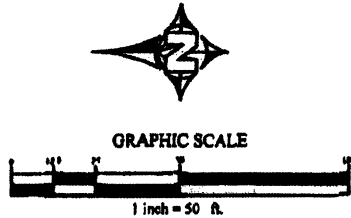
EL PASO COUNTY PROJECT NUMBER 270235

TEMPORARY EASEMENT TE-2

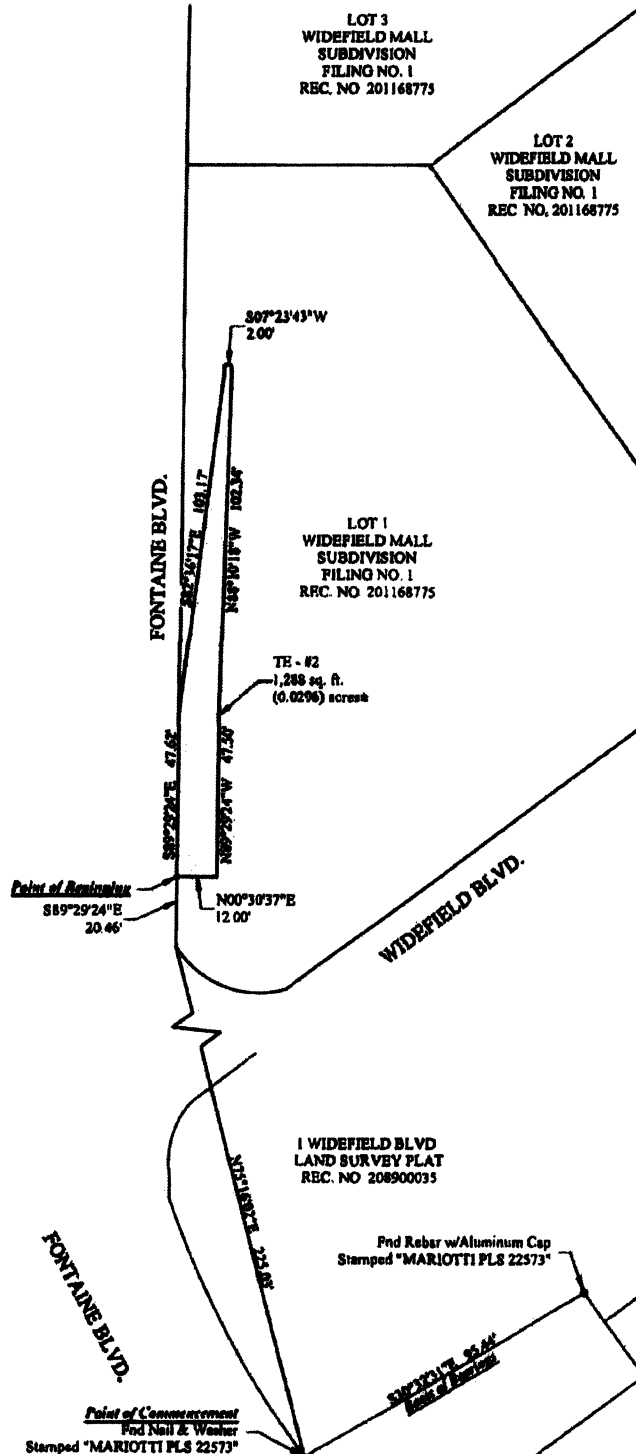
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SITUATE

THE NORTH HALF OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6th P.M.
EL PASO COUNTY, COLORADO



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



SCALE: 1"=50' DATE: 01/25/2021
DRAWING: SecurityFontaine_Legal_TE2.dwg BY: NH

EL PASO COUNTY
DEPARTMENT OF PUBLIC WORKS

COPY

SPECIAL WARRANTY DEED

THIS DEED, made this 9th day of March, 2021, between **FOUNTAIN VALLEY INVESTMENT COMPANY**, a partnership, whose mailing address is 3 Widefield Boulevard, Colorado Springs, Colorado 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, Colorado 80903 ("Grantee" or "County").

WITNESSETH, that Grantor, for and in consideration of the sum of NINE HUNDRED SEVENTY DOLLARS and NO CENTS (\$970.00) 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-1,
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 2020 and 2021 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: FOUNTAIN VALLEY INVESTMENT COMPANY, a partnership

By: [Signature]

Name: J. MARK WATSON

Title: Member

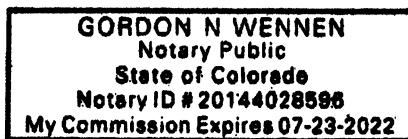
STATE OF COLORADO)

SS.

COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 9 day of MARCH, 2021, by J. Mark Watson as Member of Fountain Valley Investment Company, a partnership.

Witness my hand and official seal.



[Signature]
Notary Public

My commission expires: July 23, 2021

EXHIBIT A

EL PASO COUNTY PROJECT NUMBER 270235

RIGHT-OF-WAY PARCEL RW-1

PART OF LOT 1, WIDEFIELD MALL SUBDIVISION FILING No. 1

SITUATE

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EL PASO COUNTY, COLORADO

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1. NORTH 75°16'02" EAST A DISTANCE OF 225.03 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING, THENCE;
2. ALONG THE NORTH LINE OF SAID LOT 1. SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF FONTAINE BLVD., SOUTH 89°29'24" EAST A DISTANCE OF 10.46 FEET. THENCE;
3. ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 113°12'02". A RADIUS OF 23.50 FEET. AN ARC LENGTH OF 46.43 FEET. A CHORD BEARING OF SOUTH 20°36'05" WEST AND A CHORD LENGTH OF 39.24 FEET. THENCE;
4. SOUTH 35°59'56" EAST A DISTANCE OF 9.40 FEET. THENCE;
5. SOUTH 54°00'04" WEST A DISTANCE OF 4.92 FEET TO THE WESTERLY LINE OF SAID LOT 1. SAID LINE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF WIDEFIELD BLVD., THENCE;
6. ALONG SAID WESTERLY LINE THE FOLLOWING TWO (2) COURSES:
 - a) NORTH 36°02'36" WEST A DISTANCE OF 18.05 FEET. THENCE;
 - b) ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 71°22'38". A RADIUS OF 30.00 FEET. AN ARC LENGTH OF 37.37 FEET. A CHORD BEARING OF NORTH 20°46'57" EAST AND A CHORD LENGTH OF 35.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 277 SQUARE FEET. (0.0064 ACRES), MORE OR LESS.

ALL BEARINGS ARE BASED ON A PORTION OF THE WESTERLY LINE OF SAID PARCEL OF LAND LOCATED AT 1 WIDEFIELD BLVD., FOUNTAIN, CO. FROM THE NORTHWEST CORNER OF SAID PARCEL MONUMENTED WITH A FOUND NAIL AND WASHER, STAMPED "MARIOTTI PLS 22573", TO THE FIRST ANGLE POINT SOUTH BEING MONUMENTED BY A FOUND REBAR WITH AN ALUMINUM CAP STAMPED "MARIOTTI PLS 22573". AND IS ASSUMED TO BEAR SOUTH 30°32'31" EAST A DISTANCE OF 95.44 FEET.



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

SCALE: NONE DATE: 01/25/2021
DRAWING: SecurityFontaine_Legal_RW1.dwg BY: NH

EL PASO COUNTY
DEPARTMENT OF PUBLIC WORKS

EXHIBIT B

EL PASO COUNTY PROJECT NUMBER 270235

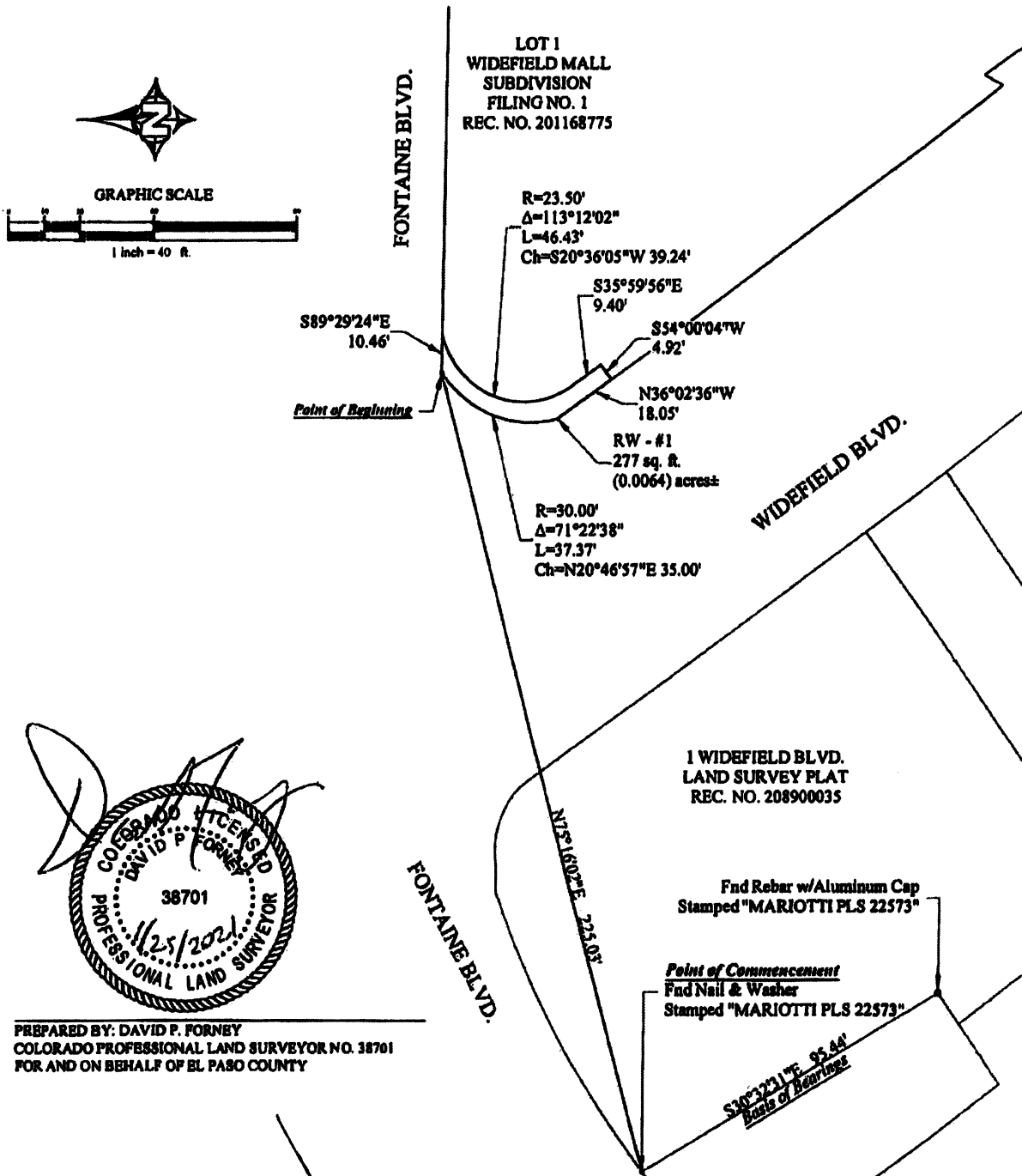
RIGHT-OF-WAY PARCEL RW-1

PART OF LOT 1, WIDEFIELD MALL SUBDIVISION FILING No. 1

SITUATE

THE NORTH HALF OF SECTION 24, 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

SCALE: 1"=40' DATE: 01/25/2021
DRAWING: SecurityFontaine_Legal_RW1.dwg BY: NH

EL PASO COUNTY
DEPARTMENT OF PUBLIC WORKS

COPY

SPECIAL WARRANTY DEED

THIS DEED, made this 9th day of March, 2021, between **FOUNTAIN VALLEY INVESTMENT COMPANY**, a partnership, whose mailing address is 3 Widefield Boulevard, Colorado Springs, Colorado 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, Colorado 80903 ("Grantee" or "County").

WITNESSETH, that Grantor, for and in consideration of the sum of FOUR THOUSAND EIGHT HUNDRED FORTY ONE DOLLARS and NO CENTS (\$4,841.00) 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 2020 and 2021 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: FOUNTAIN VALLEY INVESTMENT COMPANY, a partnership

By: [Signature]

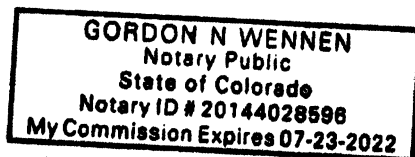
Name: J. Mark Watson

Title: Member

STATE OF Colorado)
)
COUNTY OF El Paso) SS.

The foregoing instrument was acknowledged before me this 9 day of March, 2021, by J. Mark Watson as Member of Fountain Valley Investment Company, a partnership.

Witness my hand and official seal.



[Signature]
Notary Public

My commission expires: July 23, 2021.

EXHIBIT A

EL PASO COUNTY PROJECT NUMBER 270235

RIGHT-OF-WAY PARCEL RW-2

PART OF LOT 1, WIDFIELD MALL SUBDIVISION FILING No. 1

SITUATE

THE NORTH HALF OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6th P.M.
EL PASO COUNTY, COLORADO

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE NORTH HALF OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING A PART OF LOT 1, WIDFIELD MALL SUBDIVISION FILING No. 1 RECORDED AT RECEPTION No. 201168775 OF THE RECORDS OF THE CLERK AND RECORDER OF EL PASO COUNTY, COLORADO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF A PARCEL OF LAND LOCATED AT 1 WIDFIELD BLVD., FOUNTAIN, CO. RECORDED IN LAND SURVEY PLAT RECORDED AT RECEPTION No. 208900035 OF THE RECORDS OF THE CLERK AND RECORDER OF EL PASO COUNTY, COLORADO MONUMENTED WITH A FOUND NAIL AND WASHER, STAMPED "MARIOTTI PLS 22573", THENCE:

1. NORTH 75°16'02" EAST A DISTANCE OF 225.03 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, THENCE;
2. ALONG THE NORTH LINE OF SAID LOT 1, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF FONTAINE BLVD., SOUTH 89°29'24" EAST A DISTANCE OF 68.08 FEET TO THE POINT OF BEGINNING, THENCE;
3. CONTINUING ALONG SAID NORTH LINE SOUTH 89°29'24" EAST A DISTANCE OF 160.23 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, THENCE;
4. ALONG THE EAST LINE OF SAID LOT 1 SOUTH 00°30'37" WEST A DISTANCE OF 13.00 FEET, THENCE;
5. ALONG A LINE PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE OF FONTAINE BLVD. NORTH 89°29'24" WEST A DISTANCE OF 52.58 FEET, THENCE;
6. NORTH 82°36'17" WEST A DISTANCE OF 108.44 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.383 SQUARE FEET, (0.0317 ACRES), MORE OR LESS.

ALL BEARINGS ARE BASED ON A PORTION OF THE WESTERLY LINE OF SAID PARCEL OF LAND LOCATED AT 1 WIDFIELD BLVD., FOUNTAIN, CO. FROM THE NORTHWEST CORNER OF SAID PARCEL MONUMENTED WITH A FOUND NAIL AND WASHER, STAMPED "MARIOTTI PLS 22573", TO THE FIRST ANGLE POINT SOUTH BEING MONUMENTED BY A FOUND REBAR WITH AN ALUMINUM CAP STAMPED "MARIOTTI PLS 22573", AND IS ASSUMED TO BEAR SOUTH 30°32'31" EAST A DISTANCE OF 95.44 FEET.



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

SCALE: NONE DATE: 01/25/2021
DRAWING: SecurityFontaine_Legal_RW2.dwg BY: NH

EL PASO COUNTY
DEPARTMENT OF PUBLIC WORKS

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT TE-2

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("AGREEMENT") is made this 9th day of March, 2021, between FOUNTAIN VALLEY INVESTMENT COMPANY, a partnership, whose mailing address is 3 Widefield Boulevard, Colorado Springs, Colorado 80911, hereinafter called the Grantor(s), for and in consideration of the sum of FOUR HUNDRED FIFTY ONE DOLLARS and NO CENTS (\$451.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, in hand paid by EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO, whose address is 200 S. Cascade Avenue, Colorado Springs, Colorado 80903 (hereinafter "Grantee"), have given and granted and by these presents do hereby give and grant unto the said Grantee, a TEMPORARY CONSTRUCTION EASEMENT. This Easement shall be in force for one year from the date of the issuance of the Notice to Proceed or until the end of the project, whichever comes first. The following is the described premises:

See attached Exhibit A, Land Description Temporary Construction Easement
Exhibit B, Sketch

This temporary construction easement is for the following purposes, which include but are not limited to: road construction, drainage, slope, maintenance, repair, replacement, operation, ingress and egress.

That portion of the easement that pertains to slope control is subject to the following conditions: at no time hereafter shall the Grantors, or anyone claiming by, through, or under the Grantors, perform any act or thing which is or may be detrimental to, or has any adverse effect upon the stability of said excavated slopes or embankment, or which shall interfere with the flow of drainage.

Grantee does hereby agree to construct slopes in a neat and workmanlike manner, to avoid damage to any existing structures and to rework any existing approach entrances affected by said construction. At the end of the project Grantee shall smooth, re-seed, and blanket any disturbed area.

IN WITNESS WHEREOF, the Grantor(s) have executed this Temporary Construction Easement Agreement.

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Signature Page Follows

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
TE-2

GRANTOR: FOUNTAIN VALLEY INVESTMENT COMPANY, a partnership

By: [Signature]

Name: J. Mark Watson

Title: Member

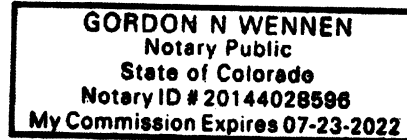
State of Colorado)
) ss
County of El Paso)

The foregoing instrument was acknowledged before me this 9 day of March, 2021, by J. Mark Watson as Member of Fountain Valley Investment Company, a partnership.

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires: July 23, 2022



ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
County Clerk and Recorder

By: _____
Stan VanderWerf, Chair

State of _____)
) ss
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Stan VanderWerf as Chair of the Board of County Commissioners of El Paso County, Colorado.

Witness my hand and official seal.

Notary Public

My commission expires: _____

EXHIBIT A

EL PASO COUNTY PROJECT NUMBER 270235

TEMPORARY EASEMENT TE-2

PART OF LOT 1, WIDEFIELD MALL SUBDIVISION FILING No. 1

SITUATE

THE NORTH HALF OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6th P.M.
EL PASO COUNTY, COLORADO

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE NORTH HALF OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING A PART OF LOT 1, WIDEFIELD MALL SUBDIVISION FILING No. 1 RECORDED AT RECEPTION No. 201168775 OF THE RECORDS OF THE CLERK AND RECORDER OF EL PASO COUNTY, COLORADO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

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1. NORTH 75°16'02" EAST A DISTANCE OF 225.03 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, THENCE;
2. ALONG THE NORTH LINE OF SAID LOT 1, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF FONTAINE BLVD., SOUTH 89°29'24" EAST A DISTANCE OF 20.46 FEET TO THE POINT OF BEGINNING, THENCE;
3. CONTINUING ALONG SAID NORTH LINE OF LOT 1, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF FONTAINE BLVD., SOUTH 89°29'24" EAST A DISTANCE OF 47.62 FEET, THENCE;
4. SOUTH 82°36'17" EAST A DISTANCE OF 103.17 FEET, THENCE;
5. SOUTH 07°23'43" WEST A DISTANCE OF 2.00 FEET, THENCE;
6. NORTH 88°10'18" WEST A DISTANCE OF 102.34 FEET, THENCE;
7. ALONG A LINE PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE OF FONTAINE BLVD. NORTH 89°29'24" WEST A DISTANCE OF 47.50 FEET, THENCE;
8. NORTH 00°30'37" EAST A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.288 SQUARE FEET. (0.0296 ACRES), MORE OR LESS.

ALL BEARINGS ARE BASED ON A PORTION OF THE WESTERLY LINE OF SAID PARCEL OF LAND LOCATED AT 1 WIDEFIELD BLVD., FOUNTAIN, CO. FROM THE NORTHWEST CORNER OF SAID PARCEL MONUMENTED WITH A FOUND NAIL AND WASHER, STAMPED "MARIOTTI PLS 22573", TO THE FIRST ANGLE POINT SOUTH BEING MONUMENTED BY A FOUND REBAR WITH AN ALUMINUM CAP STAMPED "MARIOTTI PLS 22573". AND IS ASSUMED TO BEAR SOUTH 30°32'31" EAST A DISTANCE OF 95.44 FEET.



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

SCALE: NONE DATE: 01/25/2021
DRAWING: SecurityFontaine_Legal_TE2.dwg BY: NH

EL PASO COUNTY
DEPARTMENT OF PUBLIC WORKS

EXHIBIT B

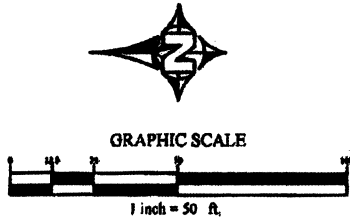
EL PASO COUNTY PROJECT NUMBER 270235

TEMPORARY EASEMENT TE-2

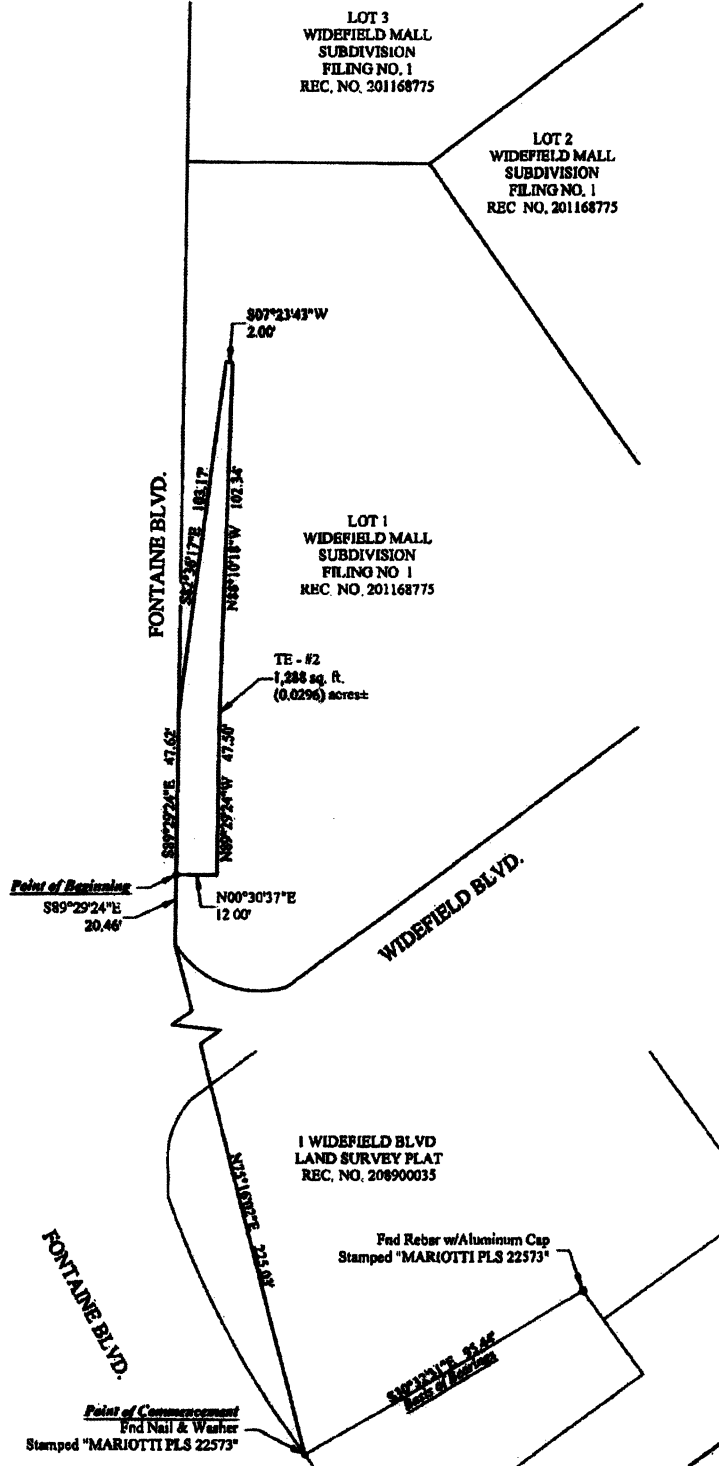
PART OF LOT 1, WIDEFIELD MALL SUBDIVISION FILING NO. 1

SITUATE

THE NORTH HALF OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6th P.M.
EL PASO COUNTY, COLORADO

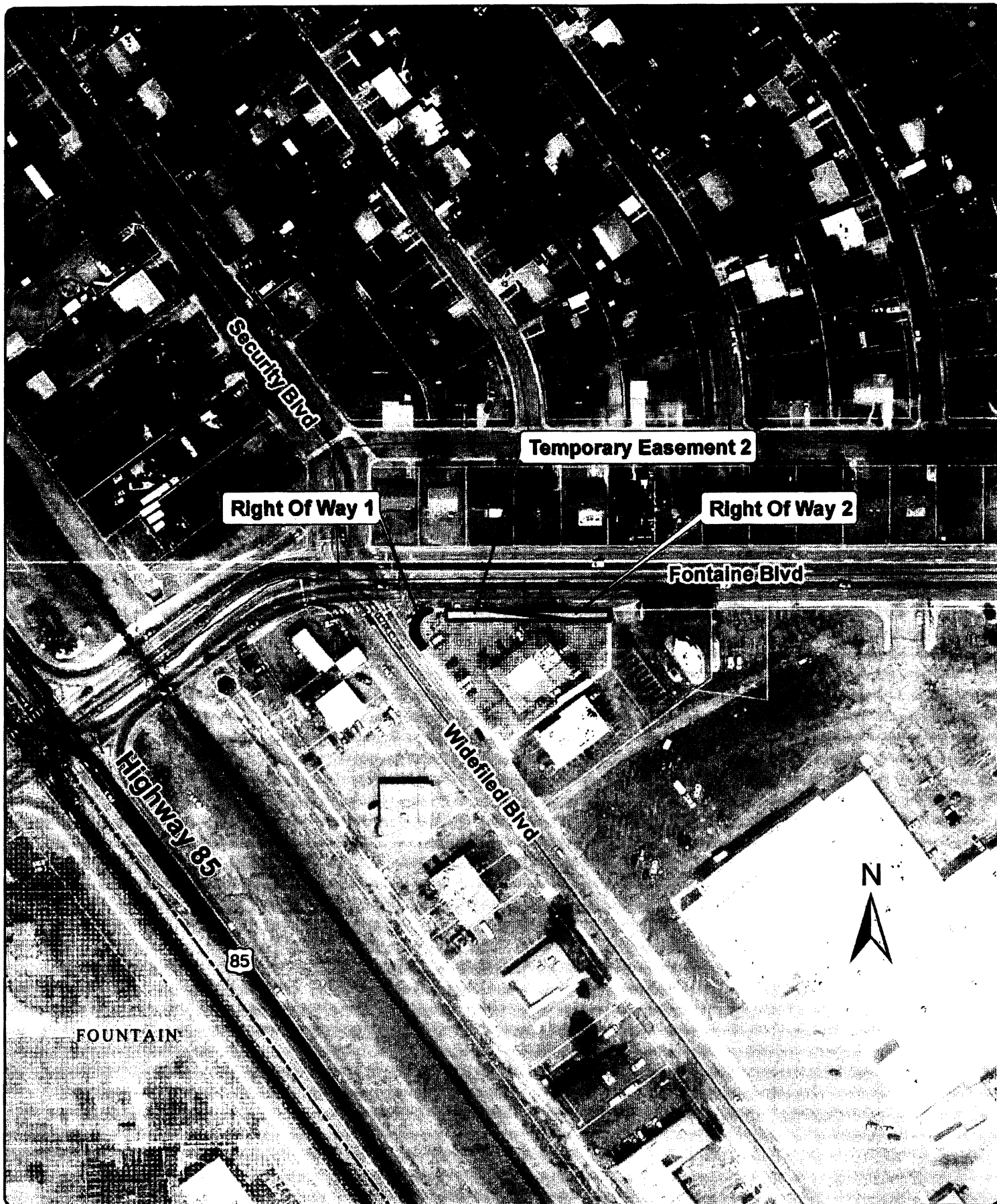


PREPARED BY: DAVID P. FORNEY
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38701
FOR AND ON BEHALF OF EL PASO COUNTY



SCALE: 1"=50' DATE: 01/25/2021
DRAWING: SecurityFontaine_Legal_TE2.dwg BY: NH

EL PASO COUNTY
DEPARTMENT OF PUBLIC WORKS



FEET
0 40 80 120 160 200

SCALE 1:1,876

EL PASO COUNTY DEPARTMENT OF PUBLIC WORKS
SECURITY & FONTAINE INTERSECTION IMPROVEMENTS
LOCATION OF ROW-1, ROW-2, & TE-2

INFRASTRUCTURE MANAGEMENT SYSTEM GIS DATA VIEWER



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