

120cc

RESOLUTION NO. 21- 228

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-4A)
ASSOCIATED WITH THE MCLAUGHLIN ROAD AND OLD MERIDIAN ROAD
ROUNDBOUT**

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 is constructing a Pikes Peak Rural Transportation Authority (hereinafter "PPRTA") approved project known as the McLaughlin Road and Old Meridian Road Roundabout, 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-4A), copies of which are attached hereto respectively as Exhibits 1 and 2, incorporated herein by reference, from property owned by Cygnet Land, LLC, a Colorado limited liability company (hereinafter "Grantor") for the McLaughlin Road and Old Meridian Road Roundabout, for purposes to include 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 in exchange for the sum of \$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 purposes which include, but are not limited to, construction, drainage, slope, maintenance, repair, replacement, operation, ingress, and egress, related to the McLaughlin Road and Old Meridian Road Roundabout.

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

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.

Chuck Broerman
06/16/2021 09:09:37 AM
Doc \$0.00 13
Rec \$0.00 Pages

El Paso County, CO



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RESOLUTION NO. 21- 228

Page 2

DONE THIS 15th day of June, 2021, at Colorado Springs, Colorado.

ATTEST:

By: _____

Chuck Broerman
El Paso County Clerk and Recorder



BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO

By: _____

Stan VanderWerf, Chair

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

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

Project No : 279134

Location : NE 1/4 Sec12, T13S, R35W, 6th PM, El Paso County

Parcel # : RW-4A

County : El Paso

This Agreement made on _____, 2021 (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, Cygnet Land, LLC, a Colorado limited liability company (GRANTOR).

Just compensation was determined by 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-4A (described in attached exhibits A & B)	247 sq ft <input checked="" type="checkbox"/> / acres <input type="checkbox"/>	\$ 371.00
Non-Exclusive Permanent Easements: none		\$ -0-
Temporary Easements: none		\$ -0-
Non-Exclusive Permanent Utility Easement: none		\$ -0-
Improvements		\$ -0-
Damages		\$ -0-
Offer Total		\$ 500.00 (minimum)
Net Total		\$ 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 the 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.

Project No.: 279134

Parcel No.: RW-4A

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 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 \$500.00

Payable to: Land Title Guarantee Company as Escrow Agent for:
Cygnat Land, LLC, a Colorado limited liability company

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 # _____

Cygnat Land, LLC, a Colorado, limited liability company

By:

Randall R. Steichen, Co-Manager

By:

Richard L. Coolidge, Co-Manager

Project No.: 279134

Parcel No.: RW-4A

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.
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| <input type="checkbox"/> Title Company to prepare documents except | | |

Order Check \$500.00

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Cygnat Land, LLC, a Colorado limited liability company

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 # _____

Cygnat Land, LLC, a Colorado limited liability company

By: _____
Randall R. Streichen, Co-Manager

By: _____
Richard L. Coolidge, Co-Manager

EXHIBIT A

EL PASO COUNTY PROJECT NUMBER 279134

PARCEL RW-04A

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

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MERIDIAN ROAD AS PLATTED IN FALCON HIGHLANDS MARKET PLACE FILING No. 1, A SUBDIVISION RECORDED AT RECEPTION NUMBER 205204360 OF THE RECORDS OF EL PASO COUNTY, COLORADO, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 12 BEARS SOUTH 19°42'44" EAST A DISTANCE OF 3,789.50 FEET, THENCE;

1. NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST A DISTANCE OF 23.33 FEET TO THE SOUTH CORNER OF THE INTERSECTION OF MERIDIAN ROAD AND OLD MERIDIAN ROAD AS PLATTED IN MERIDIAN CROSSING FILING No. 1, A SUBDIVISION RECORDED AT RECEPTION NUMBER 208712864 OF THE RECORDS OF EL PASO COUNTY, COLORADO (FORMERLY PLATTED AS ROLLING THUNDER WAY IN SAID FALCON HIGHLANDS MARKET PLACE FILING NO. 1), SAID ARC HAVING A RADIUS OF 1,320.00 FEET, A CENTRAL ANGLE OF 1°00'46" AND SUBTENDED BY A CHORD THAT BEARS NORTH 26°45'52" EAST A DISTANCE OF 23.33 FEET, THENCE;
2. ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID OLD MERIDIAN ROAD THE FOLLOWING TWO (2) COURSES:
 - a. SOUTH 60°19'31" EAST A DISTANCE OF 6.76 FEET TO A POINT OF CURVE, THENCE;
 - b. ALONG THE ARC OF A CURVE CONCAVE SOUTHWEST A DISTANCE OF 14.28 FEET, SAID ARC HAVING A RADIUS OF 870.00 FEET, A CENTRAL ANGLE OF 0°56'26" AND SUBTENDED BY A CHORD THAT BEARS SOUTH 59°51'18" EAST A DISTANCE OF 14.28 FEET, THENCE;
3. SOUTH 70°15'25" WEST A DISTANCE OF 30.53 FEET TO THE **POINT OF BEGINNING**.

SAID TRACT CONTAINS 247 SQUARE FEET (0.0057 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 NORTH 89°15'30" WEST A DISTANCE OF 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".



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

SCALE: NONE DATE: 05/26/2021
DRAWING: NewROW-RollingThunderMeridianIntx BY: NH

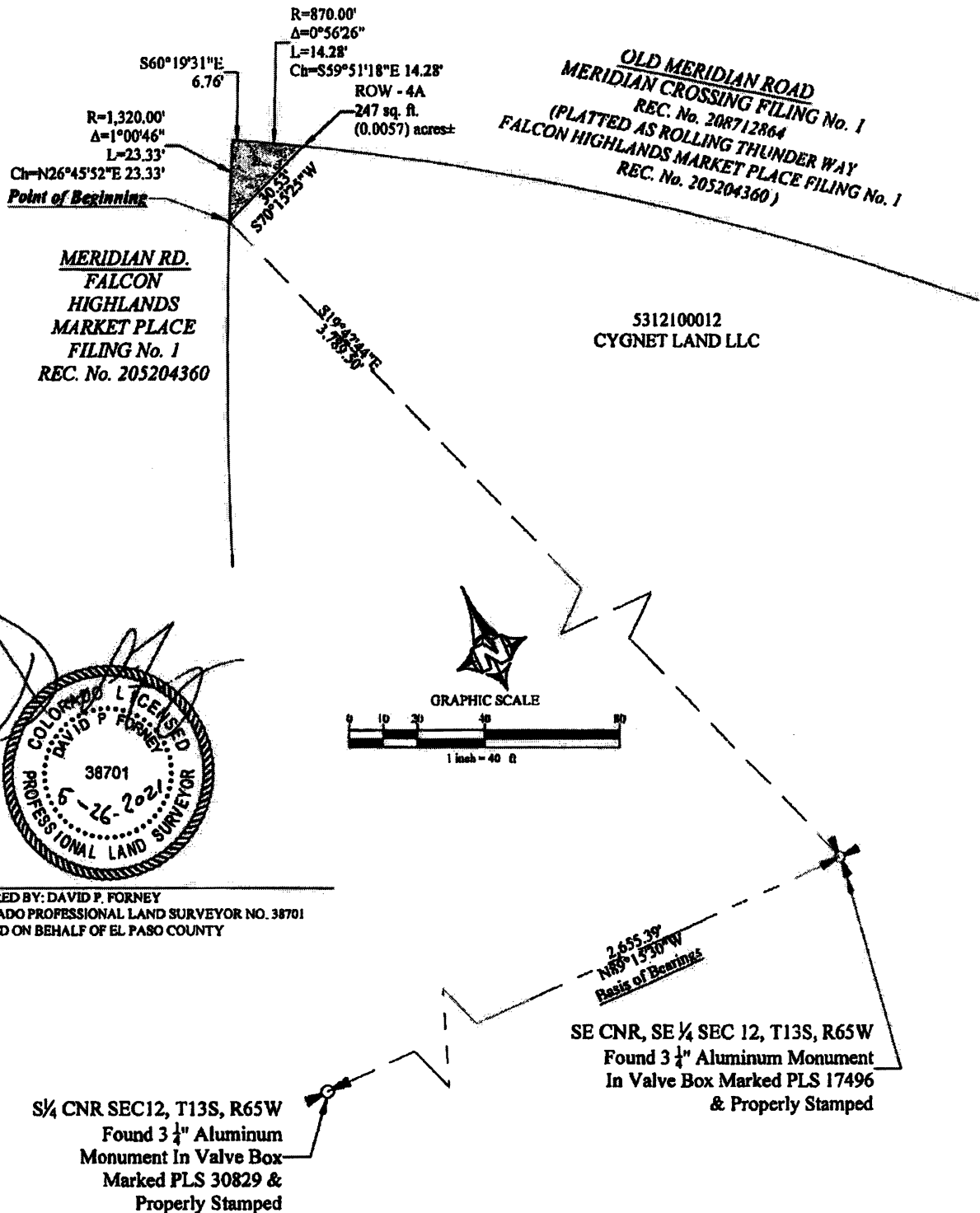
EL PASO COUNTY
DEPARTMENT OF PUBLIC WORKS

EXHIBIT B

EL PASO COUNTY PROJECT NUMBER 279134

PARCEL RW-04A

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



SCALE: 1"=40' DATE: 05/26/2021
DRAWING: NewROW-RollingThunderMeridianIntx BY: NH

EL PASO COUNTY
DEPARTMENT OF PUBLIC WORKS

SPECIAL WARRANTY DEED

THIS DEED, made this _____ day of _____, 2021, between **CYGNET LAND, LLC**, a Colorado limited liability company, whose mailing address is 630 Southpointe Court, Suite 200, Colorado Springs, Colorado 80906 ("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 one thousand three hundred seventy one dollars and 00/100 (\$371.00) 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-4A,
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:

CYGNET LAND, LLC, A COLORADO LIMITED LIABILITY COMPANY

By: *Randall R. Steichen*
Randall R. Steichen

By: _____
Richard L. Coolidge

Title: Co-Manager

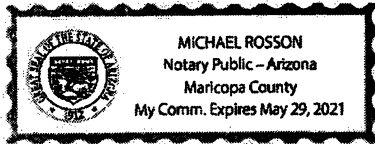
Title: Co-Manager

STATE OF Arizona)
COUNTY OF Maricopa)

SS.

The foregoing instrument was acknowledged before me this 22 day of March, 2021, by Randall R. Steichen as Co-Manager of Cygnet Land, LLC, a Colorado limited liability company.

Witness my hand and official seal.



Michael Rosson
Notary Public

My commission expires: 5-29-2021

STATE OF _____)
COUNTY OF _____)

SS.

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Richard L. Coolidge as Co-Manager of Cygnet Land, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public

My commission expires: _____.

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

GRANTOR:

CYGNET LAND, LLC, A COLORADO LIMITED LIABILITY COMPANY

By: _____
Randall R. Steichen

By: _____
Richard L. Coolidge

Title: Co-Manager

Title: Co-Manager

STATE OF _____)
COUNTY OF _____) SS.

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Randall R. Steichen as Co-Manager of Cygnet Land, LLC, a Colorado limited liability company.

Witness my hand and official seal.

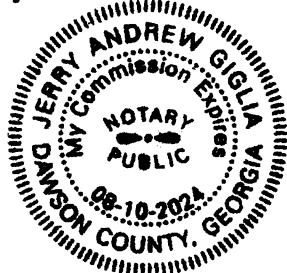
Notary Public

My commission expires: _____.

STATE OF GEORGIA)
COUNTY OF DAWSON) SS.

The foregoing instrument was acknowledged before me this 19TH day of MARCH, 2021, by Richard L. Coolidge as Co-Manager of Cygnet Land, LLC, a Colorado limited liability company.

Witness my hand and official seal.



Notary Public

My commission expires: 10 AUG 2024

EXHIBIT A

EL PASO COUNTY PROJECT NUMBER 279134

PARCEL RW-04A

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

LEGAL DESCRIPTION

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PREPARED BY: DAVID P. FORNEY
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SCALE: NONE DATE: 05/26/2021
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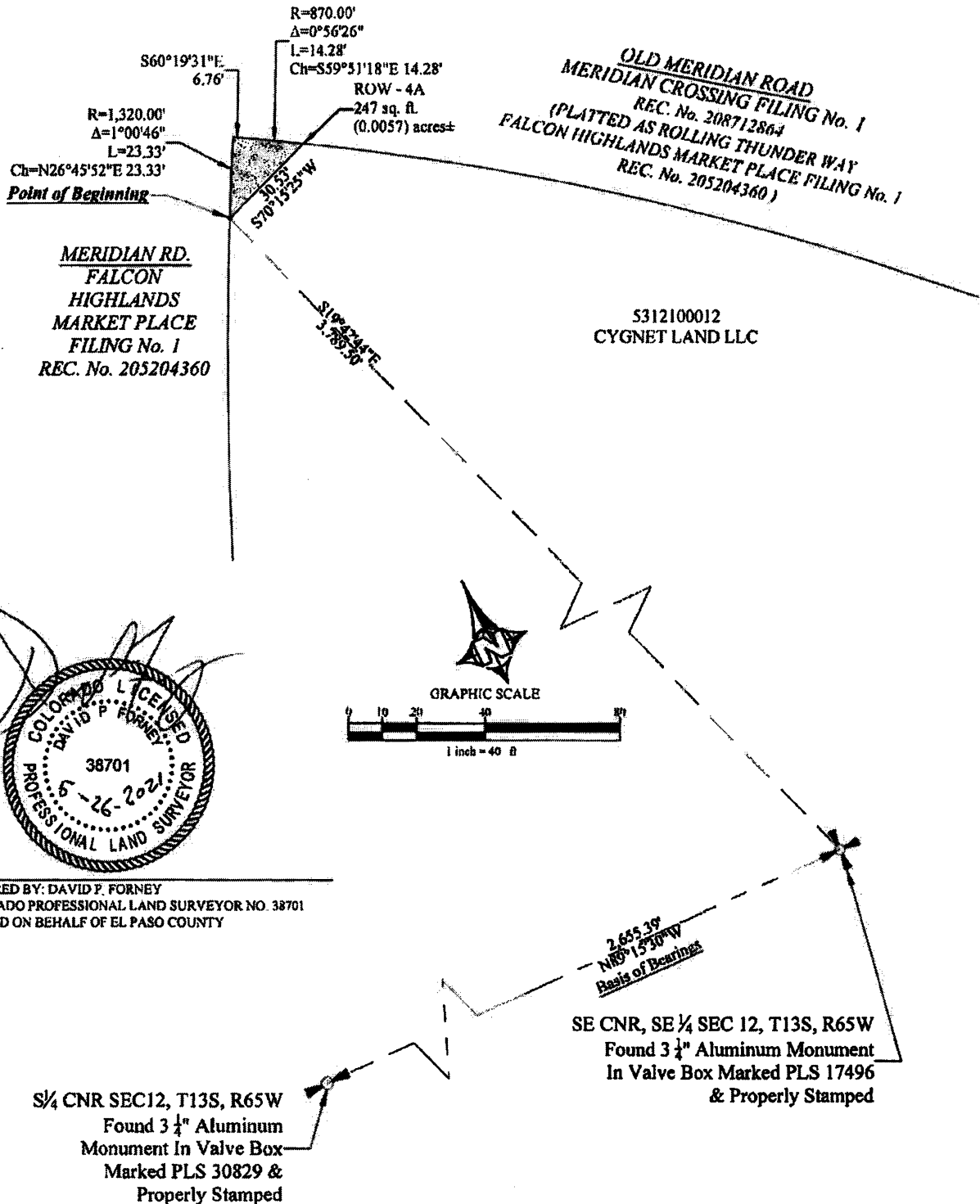
EL PASO COUNTY
DEPARTMENT OF PUBLIC WORKS

EXHIBIT B

EL PASO COUNTY PROJECT NUMBER 279134

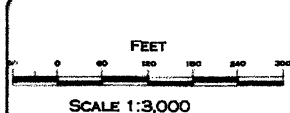
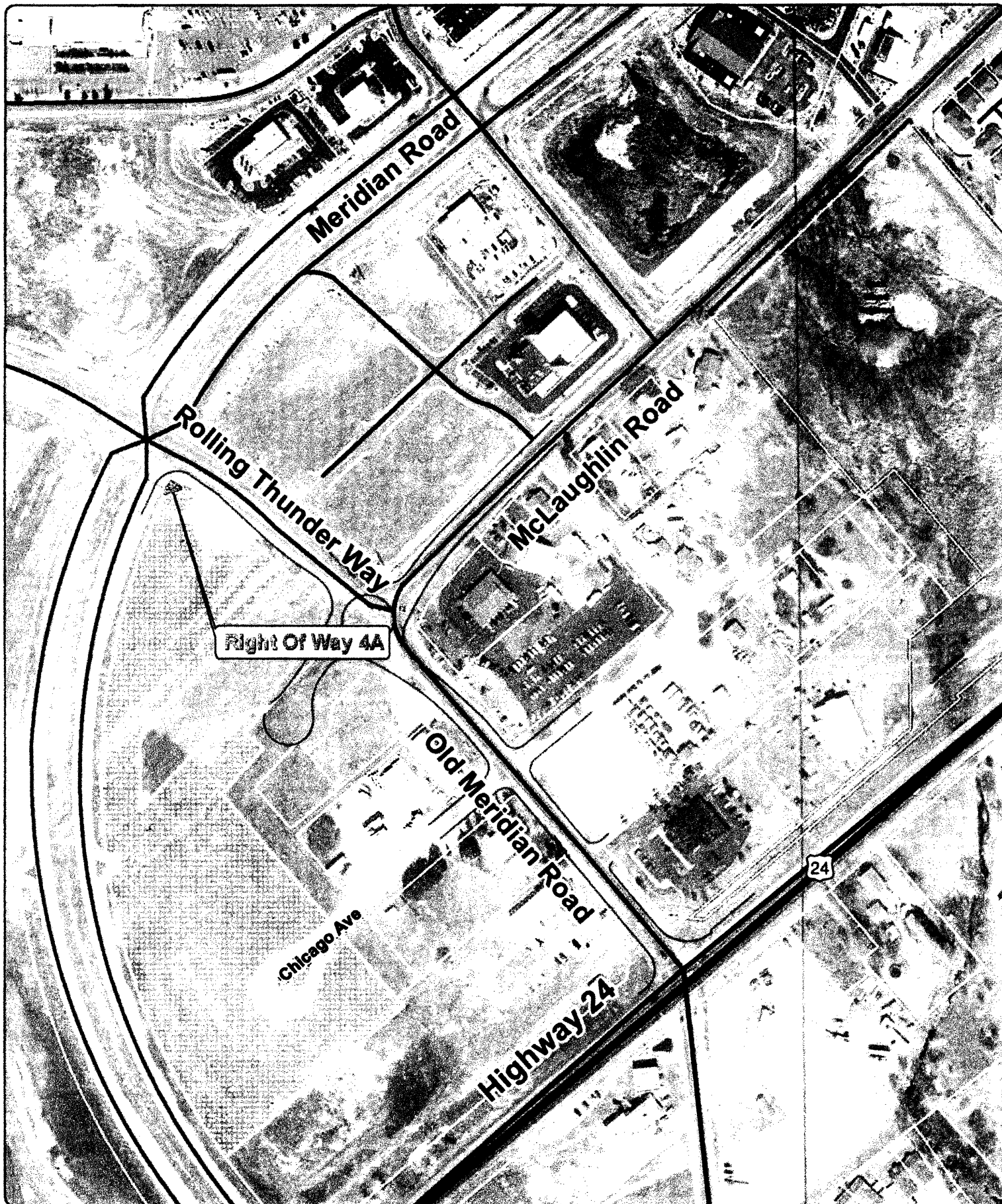
PARCEL RW-04A

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OF THE 6th P.M. EL PASO COUNTY, COLORADO



SCALE: 1"=40' DATE: 05/26/2021
DRAWING: NewROW-RollingThunderMeridianIntx BY:NH

EL PASO COUNTY
DEPARTMENT OF PUBLIC WORKS



EL PASO COUNTY, COLORADO
 McLAUGHLIN/OLD MERIDIAN ROUNABOUT
 NEW MERIDIAN ROAD RECONSTRUCTION

