

BOCC

Chuck Broerman  
05/18/2022 11:27:10 AM  
Doc \$0.00 13  
Rec \$0.00 Pages

El Paso County, CO



RESOLUTION NO. 22- 155

222069541

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

**RESOLUTION TO APPROVE A MEMORANDUM OF AGREEMENT AND TO  
APPROVE AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT  
AGREEMENT (TE-4) ASSOCIATED WITH THE ELLICOTT HIGHWAY BRIDGE  
REPLACEMENT 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 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, a project is being constructed known as the Ellicott Highway Bridge Replacement Project, and, as part of that Project, the Department of Public Works has identified a need to enter into a Memorandum of Agreement to memorialize the agreement and to obtain a Temporary Construction Easement Agreement (TE-4), copies of which are attached hereto respectively as Exhibits 1 and 2, incorporated herein by reference, from property owned by Dennis Salisbury and Ken Hickman (hereinafter "Grantor") for the Project for purposes which include road construction, drainage, slope, maintenance, repair, replacement, operation, ingress, and egress; and

WHEREAS, Grantor agrees to convey to El Paso County a Temporary Construction Easement Agreement (TE-4) in exchange for a total rounded up sum of \$620.00 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 Temporary Construction Easement Agreement to effectuate the hereinabove described transaction for purposes which include, but are not limited to, road construction, drainage, slope, maintenance, repair, replacement, operation, ingress, and egress, related to the Project.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners hereby approves the Memorandum of Agreement and hereby approves the Temporary Construction Easement Agreement (TE-4) from Grantor and approves payment to the Grantor in the amount of six hundred twenty dollars and no cents (\$620.00) 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

RESOLUTION NO. 22- 155  
Page 2

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 17<sup>th</sup> day of May, 2022, at Colorado Springs, Colorado.

ATTEST:

By:

  
Chuck Brerman  
El Paso County Clerk and Recorder



BOARD OF COUNTY COMMISSIONERS  
EL PASO COUNTY, COLORADO

By:

  
Stan VanderWerf, Chair

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

Project: Ellicott Highway Bridge Replacement

Location : 2495 North Ellicott Highway

Parcel # : TE-4

County : El Paso

This Agreement made on \_\_\_\_\_, 2022 (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, Dennis Salisbury and Ken Hickman (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: none		\$ -0-
Non-Exclusive Permanent Easement: none		\$ -0-
Temporary Easement: TE-4 (described & depicted in attached exhibits A & B)	25,719 sq ft	\$ 618.00
Non-Exclusive Permanent Utility Easement: none		\$ -0-
Improvements: none		\$ -0-
Damages: none		\$ -0-
Offer Total (rounded)		\$ 620.00
Net Total		\$ 620.00

**Other conditions:**

1. Vehicular access to the GRANTOR's property is not affected by the conveyance herein.
2. The GRANTOR shall be notified by the GRANTEE or its assigns in writing at least one week in advance of work on the Property. Notification will constitute the date of notice described in the Temporary Construction Easement Agreement (TE-4).

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: Ellicott Highway Bridge Replacement

Parcel No.: TE-4

**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 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 \$620.00

Payable to: Dennis Salisbury

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 signature



Dennis Salisbury



Ken Hickman

## **EXHIBIT "A"**

### **PROJECT NAME: ELLICOTT HIGHWAY BRIDGE REPLACEMENT NON-EXCLUSIVE TEMPORARY EASEMENT NUMBER: TE-4**

**DATE: February 28, 2022**

### **DESCRIPTION**

A Temporary Easement No. TE-4 of the El Paso County Department of Public Works, State of Colorado containing 25,719 sq. ft. (0.590 acres), more or less, in Section 6, Township 14 South, Range 62 West, of the 6<sup>th</sup> Principal Meridian, in El Paso County, Colorado, also within a parcel of land recorded at Reception Number 205131463, El Paso County Records. Temporary Easement being more particularly described as follows:

Beginning at a point on the east Right-of-Way line of Ellicott Highway (60' R.O.W.), whence the Southwest Corner of the Northwest One-Quarter of said Section 6 bears S. 01°29'50" W., a distance of 1,495.13 feet, said point also being the POINT OF BEGINNING;

1. Thence along said east Right-of-Way line of Ellicott Highway (60' R.O.W.) N. 00°20'51" E., a distance of 205.11 feet;
2. Thence departing said east Right-of-Way line S. 89°39'09" E., a distance of 15.00 feet;
3. Thence S. 20°31'11" E., a distance of 36.78 feet;
4. Thence on the arc of a curve to the right and non-tangent to the previously described course, a radius of 308.00 feet, a central angle of 47°41'51", a distance of 256.40 feet, (a chord bearing S. 66°21'52" E., a distance of 249.06 feet);
5. Thence N. 47°29'03" E., a distance of 25.00 feet;
6. Thence on the arc of a curve to the right and non-tangent to the previously described course, a radius of 333.00 feet, a central angle of 16°47'39", a distance of 97.61 feet, (a chord bearing S. 34°07'07" E., a distance of 97.26 feet) to the north line of a parcel of land recorded at Reception Number 219054698, El Paso County Records;
7. Thence along said north line of a parcel of land recorded at Reception Number 219054698, El Paso County Records, S. 88°46'09" W., a distance of 103.06 feet;
8. Thence departing said north line and on the arc of a curve to the left non-tangent to the previously described course, a radius of 243.00 feet, a central angle of 51°14'15", a distance of 217.31 feet, (a chord bearing N. 61°27'58" W., a distance of 210.14 feet);
9. Thence S. 45°41'57" W., a distance of 28.11 feet;



10. Thence S. 00°20'51" W., a distance of 85.16 feet to said north line of a parcel of land recorded at Reception Number 219054698, El Paso County Records;

11. Thence along said north line S. 88°46'09" W., a distance of 22.01 feet, more or less, to the POINT OF BEGINNING.

The above-described Temporary Easement contains 25,719 sq. ft. (0.590 acres), more or less.

The purpose of the above-described Temporary Easement is for the construction of Temporary Access & Activities associated with Roadway Construction.

Basis of Bearings: All bearings are based on a line between the West One-Quarter Corner of said Section 6, Township 14 South, Range 63 West, of the 6<sup>th</sup> P.M. (Fnd. 2" Aluminum Cap in Monument Box, Illegible) and the Northwest Corner of said Section 6, Township 14 South, Range 63 West, of the 6<sup>th</sup> P.M. (Fnd. 2" Aluminum Cap in Monument Box, Illegible) having a grid bearing of N. 00°20'51" E.

For and on behalf of:  
105 West, Incorporated  
Richard D. Muntean, PLS 38189  
4201 E. Yale Ave., Ste. 230  
Denver, Co 80222



[illegible]

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT  
TE-4**

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("AGREEMENT") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between **DENNIS SALISBURY AND KEN HICKMAN**, whose mailing address is 2495 North Ellicott Highway, Calhan, Colorado 80808, hereinafter called the Grantor(s), for and in consideration of the sum of SIX HUNDRED EIGHTEEN DOLLARS and NO CENTS (\$618.00), 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 ("Easement"). This Easement shall be in force for two years from the date of notice (as defined in the associated Memorandum of Agreement between the parties) from Grantee or Grantee's contractor(s) to Grantor of pending entry upon the Easement, or until the end of the project, whichever comes first. The following is the described location of the Easement:

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

This Easement is for the following purposes, which include but are not limited to: road construction, utility 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.

This space intentionally left blank

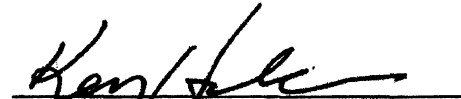
Signature Page Follows



TEMPORARY CONSTRUCTION EASEMENT AGREEMENT  
TE-4

GRANTOR:

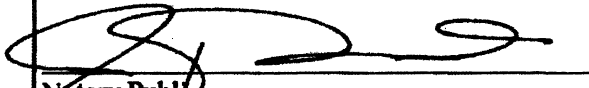
  
Dennis Salisbury

  
Ken Hickman

State of Colorado )  
County of EL PASO ) ss

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of April, 2022, by Dennis Salisbury and Ken Hickman.

Witness my hand and official seal.

  
Notary Public

JEFFERY L. PERRET  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20064022973  
MY COMMISSION EXPIRES AUGUST 8, 2024

My commission expires 08-06-2024

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO

By: \_\_\_\_\_  
County Clerk and Recorder

By: \_\_\_\_\_  
Stan VanderWerf, Chair

State of COLORADO )  
County of EL PASO ) ss

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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"**

### **PROJECT NAME: ELLICOTT HIGHWAY BRIDGE REPLACEMENT NON-EXCLUSIVE TEMPORARY EASEMENT NUMBER: TE-4**

**DATE: February 28, 2022**

### **DESCRIPTION**

A Temporary Easement No. TE-4 of the El Paso County Department of Public Works, State of Colorado containing 25,719 sq. ft. (0.590 acres), more or less, in Section 6, Township 14 South, Range 62 West, of the 6<sup>th</sup> Principal Meridian, in El Paso County, Colorado, also within a parcel of land recorded at Reception Number 205131463, El Paso County Records. Temporary Easement being more particularly described as follows:

Beginning at a point on the east Right-of-Way line of Ellicott Highway (60' R.O.W.), whence the Southwest Corner of the Northwest One-Quarter of said Section 6 bears S. 01°29'50" W., a distance of 1,495.13 feet, said point also being the POINT OF BEGINNING;

1. Thence along said east Right-of-Way line of Ellicott Highway (60' R.O.W.) N. 00°20'51" E., a distance of 205.11 feet;
2. Thence departing said east Right-of-Way line S. 89°39'09" E., a distance of 15.00 feet;
3. Thence S. 20°31'11" E., a distance of 36.78 feet;
4. Thence on the arc of a curve to the right and non-tangent to the previously described course, a radius of 308.00 feet, a central angle of 47°41'51", a distance of 256.40 feet, (a chord bearing S. 66°21'52" E., a distance of 249.06 feet);
5. Thence N. 47°29'03" E., a distance of 25.00 feet;
6. Thence on the arc of a curve to the right and non-tangent to the previously described course, a radius of 333.00 feet, a central angle of 16°47'39", a distance of 97.61 feet, (a chord bearing S. 34°07'07" E., a distance of 97.26 feet) to the north line of a parcel of land recorded at Reception Number 219054698, El Paso County Records;
7. Thence along said north line of a parcel of land recorded at Reception Number 219054698, El Paso County Records, S. 88°46'09" W., a distance of 103.06 feet;
8. Thence departing said north line and on the arc of a curve to the left non-tangent to the previously described course, a radius of 243.00 feet, a central angle of 51°14'15", a distance of 217.31 feet, (a chord bearing N. 61°27'58" W., a distance of 210.14 feet);
9. Thence S. 45°41'57" W., a distance of 28.11 feet;



10. Thence S. 00°20'51" W., a distance of 85.16 feet to said north line of a parcel of land recorded at Reception Number 219054698, El Paso County Records;

11. Thence along said north line S. 88°46'09" W., a distance of 22.01 feet, more or less, to the POINT OF BEGINNING.

The above-described Temporary Easement contains 25,719 sq. ft. (0.590 acres), more or less.

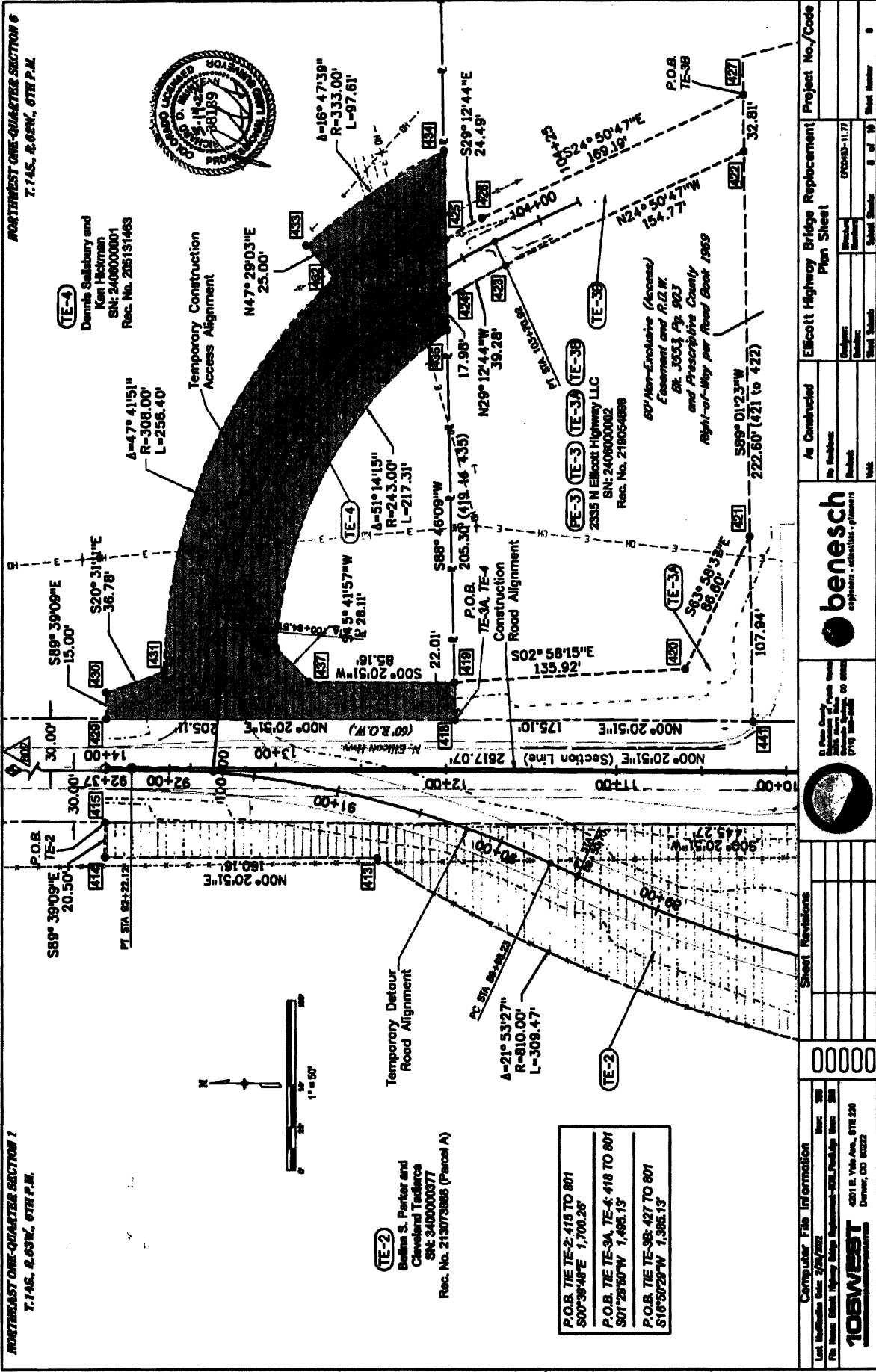
The purpose of the above-described Temporary Easement is for the construction of Temporary Access & Activities associated with Roadway Construction.

Basis of Bearings: All bearings are based on a line between the West One-Quarter Corner of said Section 6, Township 14 South, Range 63 West, of the 6<sup>th</sup> P.M. (Fnd. 2" Aluminum Cap in Monument Box, Illegible) and the Northwest Corner of said Section 6, Township 14 South, Range 63 West, of the 6<sup>th</sup> P.M. (Fnd. 2" Aluminum Cap in Monument Box, Illegible) having a grid bearing of N. 00°20'51" E.

For and on behalf of:  
105 West, Incorporated  
Richard D. Muntean, PLS 38189  
4201 E. Yale Ave., Ste. 230  
Denver, Co 80222



# EXHIBIT "B"



NORTHWEST ONE-QUARTER SECTION 6  
T.14S., R.68W., 6TH P.M.

NORTHEAST ONE-QUARTER SECTION 1  
T.14S., R.68W., 6TH P.M.

(TE-4)  
Dennis Salisbury and  
Ken Hickman  
SNC: 2406000001  
Rec. No. 206131463

(TE-2)  
Bettina S. Parker and  
Cleveland Tiedora  
SNC: 3400000577  
Rec. No. 213073888 (Parcel A)

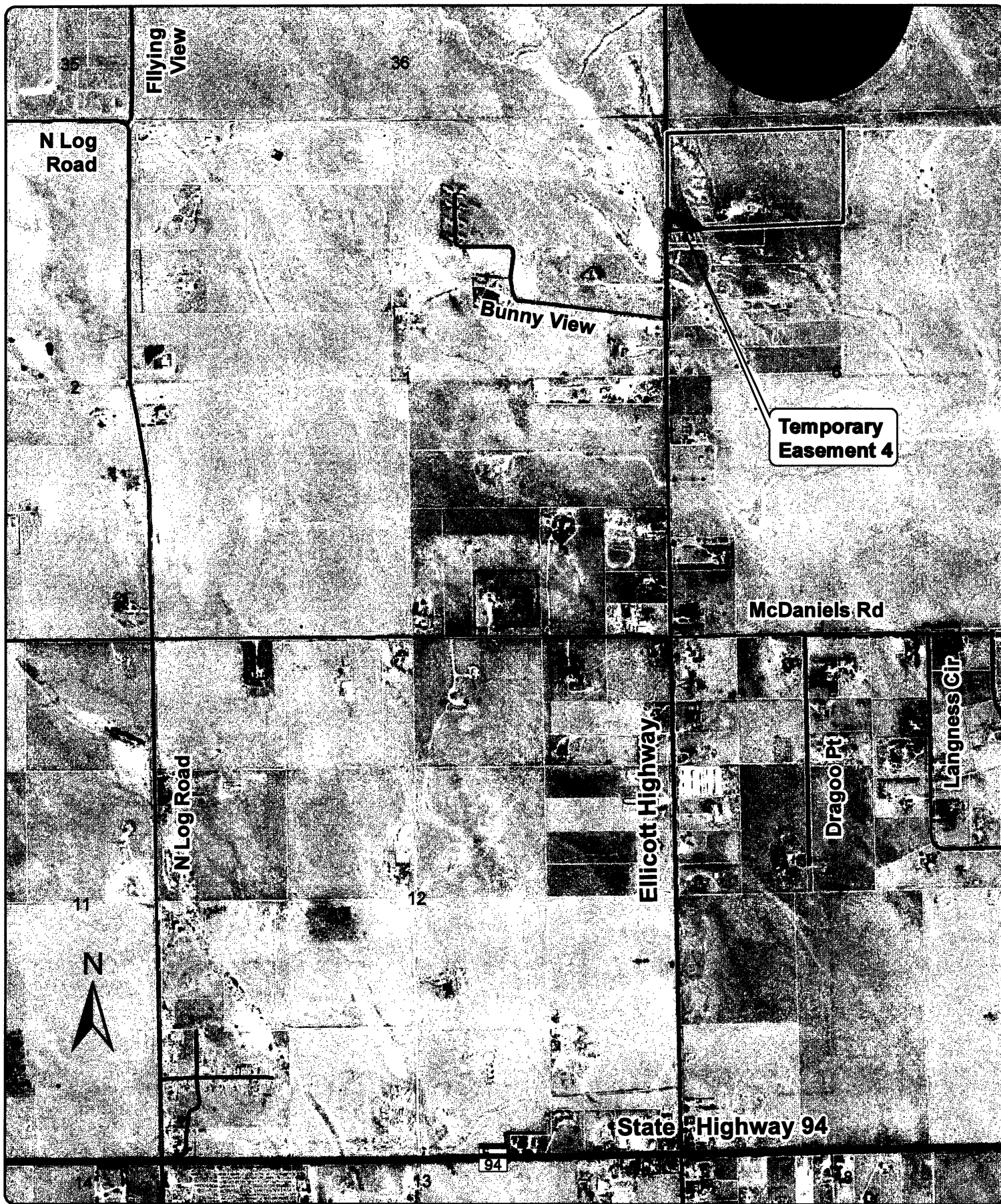
P.O.B. TE-2: 418 TO 801  
S00°38'45"E 1,700.26'  
P.O.B. TE-3A, TE-4: 418 TO 801  
S01°28'50"W 1,485.13'  
P.O.B. TE-3B: 427 TO 801  
S16°50'28"W 1,385.13'

Computer File Information		Sheet Revisions		As Constructed		Elliott Highway Bridge Replacement		Project No./Code	
Lead Draftsman	2/2/2022	1		No. Revisions		Plan Sheet		Project No.	Code
File Name	Elliott Highway Bridge Replacement-08_Plan_Sheet	2		Revised		Subject		08042-117	
Drawn By	4201 E. Yale Ave., #115 238	3		Sheet Status		Sheet Status		8 of 18	Sheet Number
Drawn By	Denver, CO 80222	4		Sheet Status		Sheet Status			



00000

**108WEST**  
www.108west.com



EL PASO COUNTY DEPARTMENT OF PUBLIC WORKS  
 ELLICOTT HWY BRIDGE REPLACEMENT PROJECT  
 PARCEL 4, TEMPORARY EASEMENT-4

INFRASTRUCTURE MANAGEMENT SYSTEM GIS DATA VIEWER



COPYRIGHT 2017 BY THE BOARD OF COUNTY COMMISSIONERS, EL PASO COUNTY, COLORADO. ALL RIGHTS RESERVED. THIS DOCUMENT IS A PUBLIC RECORD AND IS AVAILABLE TO THE PUBLIC. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A WARRANTY OF ANY KIND. THE BOARD OF COUNTY COMMISSIONERS, EL PASO COUNTY, COLORADO, MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO, THE ACCURACY, COMPLETENESS, OR SUITABILITY OF THE INFORMATION CONTAINED HEREIN. THE INFORMATION IS PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO, THE ACCURACY, COMPLETENESS, OR SUITABILITY OF THE INFORMATION CONTAINED HEREIN.