El Paso County Department of Public Works

MEMORANDUM OF AGREEMENT

Project No.: STA 105A-014	Project Code: 19734
Location: Highway 105 – NB I25 Ramp to Lake Woodmoor Drive	
Parcel #: RW-5REV, PE-5, TE-5REV2, TE-5A	
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, **Monument Academy Building Corporation, a Colorado Nonprofit Corporation** (GRANTOR).

Just compensation was determined by an 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-5REV** (described & depicted in attached exhibits A & B)	2,116 sq ft	$14,177.00
Non-Exclusive Permanent Easement: **PE-5** (described & depicted in attached exhibits C & D)	16,196 sq ft	$54,257.00
Temporary Easements: **TE-5REV2** (described & depicted in attached exhibits E & F) **TE-5A** (described & depicted in attached exhibits G & H)	 2,469 sq ft 3,371 sq ft	 $ 3,308.00 $ 4,517.00
Non-Exclusive Permanent Utility Easement: none		$ -0-
Improvements: 15 trees		$13,588.00
Damages: none		$ -0-
	Offer Total (rounded)	$89,900.00
	Net Total	$89,900.00

Other conditions:
Vehicular access to the GRANTOR's property is not affected by the conveyance herein.
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 as described in the Temporary Construction Easement Agreements (TE-5REV2 & TE-5A).

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.: STA 105A-014 / Project Code: 19734	Parcel No.: RW-5REV, PE-5, TE-5REV2, TE-5A

The GRANTOR:
-will at the closing pay all property 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. The reasonable fees, if any, charged by lenders to process releases and/or subordinations of monetary liens shall be paid by GRANTEE; however, legals fees associated therewith shall be excluded.
-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:

☒ Special Warranty Deed ☐ w/Min Resv.	☐ Non-Exclusive Permanent Utility Easement
☐ Access Deed	☒ Non-Exclusive Permanent Easement
☐ Full Release(s) Book/Page/Reception #	☐ Slope Easement
☐ Partial Release(s) Book/Page/Reception #	☒ Temporary Easement x 2

☒ Other (specify): Any applicable document(s) required by the closing agent and/or GRANTEE to facilitate closing
☐ Title Company to prepare documents except

Order Check $89,900.00	Payable to: Fidelity National Title Company as Escrow Agent for: Monument Academy Building Corporation

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:
Monument Academy Building Corporation, a Colorado Nonprofit Corporation

By: _____

Name: _____

Title: _____

cc: EPC (original)
Property Owner

EXHIBIT "A"

PARCEL NUMBER: RW-5(REV)
PROJECT NUMBER: STA 105A-014
EL PASO COUNTY PROJECT NUMBER: 10-076
SECTION 13, TOWNSHIP 11 SOUTH, RANGE 67 WEST
SIXTH PRINCIPAL MERIDIAN
EL PASO COUNTY, COLORADO
DATE: MARCH 15, 2022

DESCRIPTION

A tract or parcel of land, No. RW-5(REV) of Project Number STA 105A-014, and El Paso County Project Number 10-076, containing 0.049 acres, more or less, being a portion of Tract A, Knollwood Village Filing No 2, as described in the Office of the El Paso County Clerk and Recorder at Reception No. 207132550, situated in Section 13, Township 11 South, Range 67 West, of the Sixth Principal Meridian, in El Paso County, Colorado, said tract or parcel of land being more particularly described as follows:

Commencing at the SW corner of said Section 13, (a 2 ½" Aluminum Cap – stamped "PLS 28658") thence bearing N 6°57'26" E, a distance of 2,721.21, feet to a point on the west line of Tract A, Knollwood Village Filing No. 2, said point also being the TRUE POINT OF BEGINNING;

1. Thence S 89°29'05" E, a distance of 846.14 feet, to a point on the east line of Tract A, Knollwood Village Filing No. 2;

2. Thence along the east line of said Tract A, S 2°28'56" E, a distance of 2.50 feet, to the southeast corner of said Tract A, said point also being on the north right-of-way line of Highway 105;

3. Thence along said right-of-way line, N 89°29'05" W, a distance of 846.27 feet, to the southwest corner of Tract A, Knollwood Village Filing No. 2;

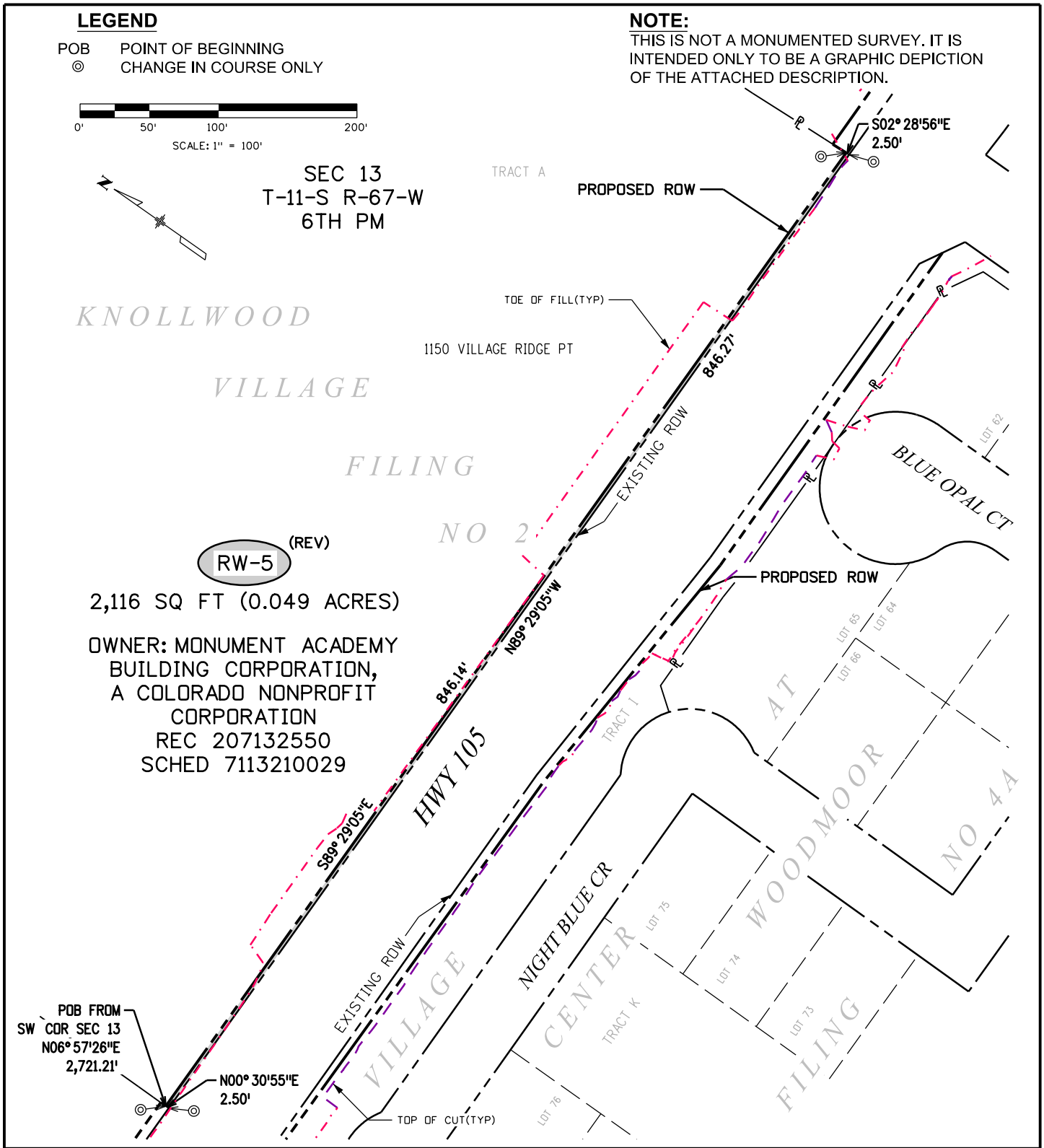
4. Thence along the west line of said Tract A, N 0°30'55" E, a distance of 2.50 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described tract or parcel of land contains 2,116 square feet, (0.049 acres).

Basis of Bearings; All bearings are grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983. The bearing of the line between the SW corner of Section 13, Township 11 South, Range 67 West, of the Sixth Principal Meridian,
(a 2 ½" Aluminum Cap – stamped "PLS 28658") and the N1/4 corner of said Section 13,
(a 2" Aluminum Cap – stamped "PLS 23875") is N 26°23'35" E.

For and on Behalf of El Paso County, Colorado
Lorelei A. Ward, PLS 34982
Farnsworth Group Inc.
5775 Mark Dabling Blvd. - Suite 190
Colorado Springs, CO 80919

REVISED 2022



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COLORADO

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PIKES PEAK RURAL TRANSPORTATION AUTHORITY
CITY OF COLORADO SPRINGS PROJECTS

HIGHWAY 105 - NB I-25 RAMP TO LAKE WOODMOOR DR
EXHIBIT "B"
PARCEL NUMBER RW-5(REV)

MONUMENT ACADEMY BUILDING CORPORATION, A COLORADO NONPROFIT CORPORATION

Project No/Code:	STA 105A-014/19734
Date:	03/23/2022
Sheet No:	1 of 1

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EXHIBIT "C"

PERMANENT EASEMENT NUMBER: PE-5
PROJECT NUMBER: STA 105A-014
EL PASO COUNTY PROJECT NUMBER: 10-076
SECTION 13, TOWNSHIP 11 SOUTH, RANGE 67 WEST
SIXTH PRINCIPAL MERIDIAN
EL PASO COUNTY, COLORADO
DATE: MARCH 15, 2022

DESCRIPTION

A permanent easement, No. PE-5 of Project Number STA 105A-014, and El Paso County Project Number 10-076, containing 0.372 acres, more or less, being a portion of Tract A, Knollwood Village Filing No 2, as described in the Office of the El Paso County Clerk and Recorder at Reception No. 207132550, situated in Section 13, Township 11 South, Range 67 West, of the Sixth Principal Meridian, in El Paso County, Colorado, said permanent easement being more particularly described as follows:

Commencing at the SW corner of said Section 13, (a 2 ½" Aluminum Cap – stamped "PLS 28658") thence bearing N 6°54'45" E, a distance of 2,740.09, feet to a point on the west line of Tract A, Knollwood Village Filing No. 2, said point also being the TRUE POINT OF BEGINNING;

1. Thence along the west line of said Tract A, Knollwood Village Filing No. 2, S 0°30'55" W, a distance of 19.00 feet;

2. Thence S 89°29'05" E, a distance of 846.14 feet, to a point on the east line of said Tract A;

3. Thence along said east line, N 2°28'56" W, a distance of 29.43 feet;

4. Thence N 89°34'33" W, a distance of 12.19 feet;

5. Thence S 0°25'27" W, a distance of 10.37 feet;

6. Thence N 89°29'05" W, a distance of 832.43 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described permanent easement contains 16,196 square feet, (0.372 acres).

The purpose of the above described permanent easement is construction and maintenance of roadway improvements.

Basis of Bearings; All bearings are grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983. The bearing of the line between the SW corner of Section 13, Township 11 South, Range 67 West, of the Sixth Principal Meridian, (a 2 ½" Aluminum Cap – stamped "PLS 28658") and the N1/4 corner of said Section 13, (a 2" Aluminum Cap – stamped "PLS 23875") is N 26°23'35" E.

For and on Behalf of
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Farnsworth Group Inc.
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Colorado Springs, CO 80919

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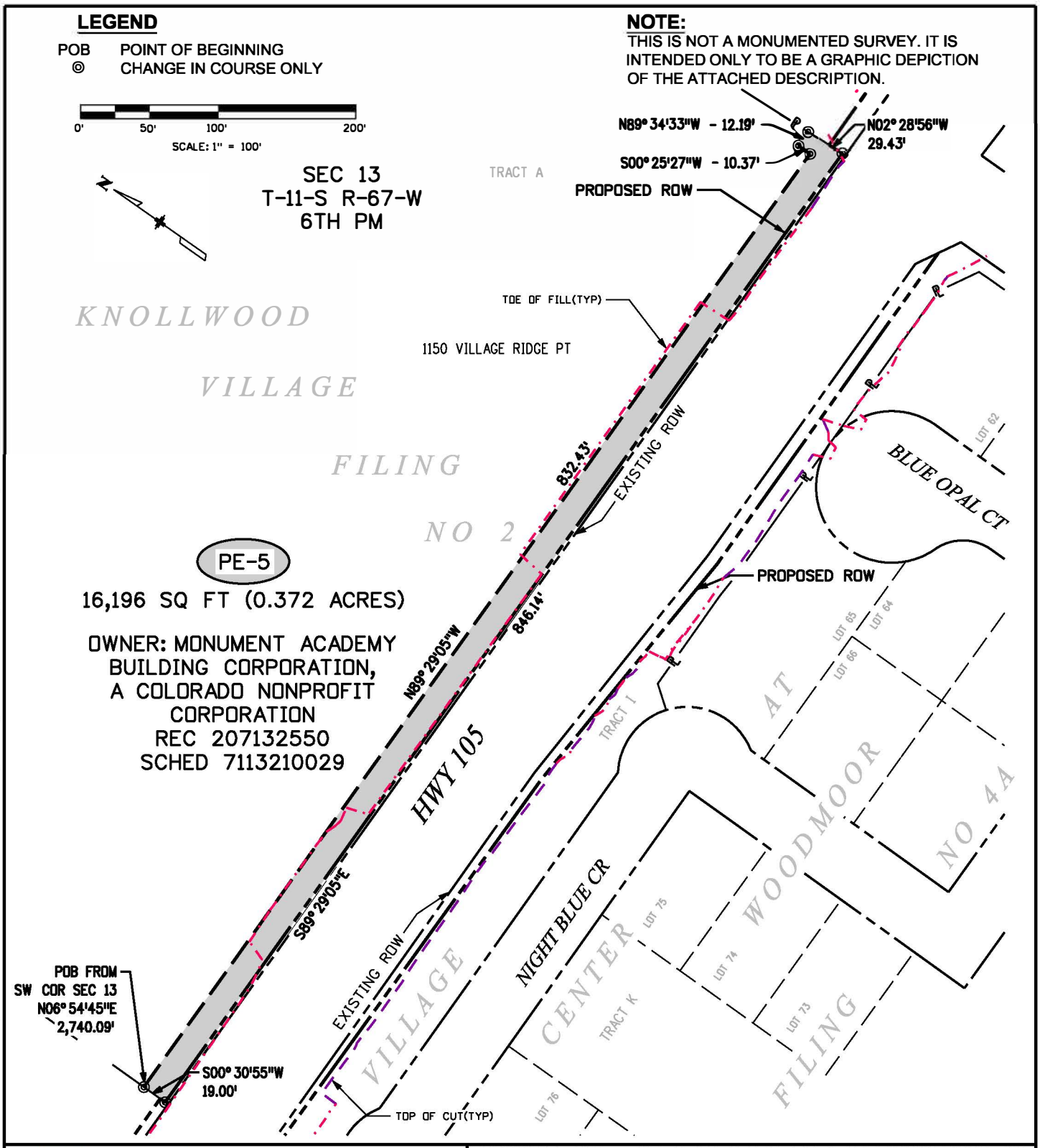

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HIGHWAY 105 - NB I-25 RAMP TO LAKE WOODMOOR DR
EXHIBIT "D"
PERMANENT EASEMENT NUMBER PE-5

MONUMENT ACADEMY BUILDING CORPORATION, A COLORADO NONPROFIT CORPORATION

Project No/Code:	STA 105A-014/19734
Date:	03/18/2022
Sheet No:	1 of 1

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EXHIBIT "E"

TEMPORARY EASEMENT NUMBER: TE-5(REV2)
PROJECT NUMBER: STA 105A-014
EL PASO COUNTY PROJECT NUMBER: 10-076
SECTION 13, TOWNSHIP 11 SOUTH, RANGE 67 WEST
SIXTH PRINCIPAL MERIDIAN
EL PASO COUNTY, COLORADO
DATE: MARCH 15, 2022

DESCRIPTION

A temporary easement, No. TE-5(REV2) of Project Number STA 105A-014, and El Paso County Project Number 10-076, containing 0.057 acres, more or less, being a portion of Tract A, Knollwood Village Filing No. 2, as described in the Office of the El Paso County Clerk and Recorder at Reception No. 207132550, situated in Section 13, Township 11 South, Range 67 West, of the Sixth Principal Meridian, in El Paso County, Colorado, said temporary easement being more particularly described as follows:

Commencing at the SW corner of said Section 13, (a 2 ½" Aluminum Cap – stamped "PLS 28658") thence bearing N 6°54'45" E, a distance of 2,740.09, feet to a point on the west line of Tract A, Knollwood Village Filing No. 2, said point also being the TRUE POINT OF BEGINNING;

1. Thence N 0°30'55" E, a distance of 5.28 feet;

2. Thence S 89°31'00" E, a distance of 344.82 feet;

3. Thence N 84°38'29" E, a distance of 67.96 feet;

4. Thence S 8°23'32" E, a distance of 12.57 feet;

5. Thence N 89°29'05" W, a distance of 414.38 feet, more or less, to THE TRUE POINT OF BEGINNING.

The above described temporary easement contains 2,469 square feet, (0.057 acres).

The purpose of the above described temporary easement is construction of roadway improvements.

Basis of Bearings; All bearings are grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983. The bearing of the line between the SW corner of Section 13, Township 11 South, Range 67 West, of the Sixth Principal Meridian,
(a 2 ½" Aluminum Cap – stamped "PLS 28658") and the N1/4 corner of said Section 13,
(a 2" Aluminum Cap – stamped "PLS 23875") is N 26°23'35" E.

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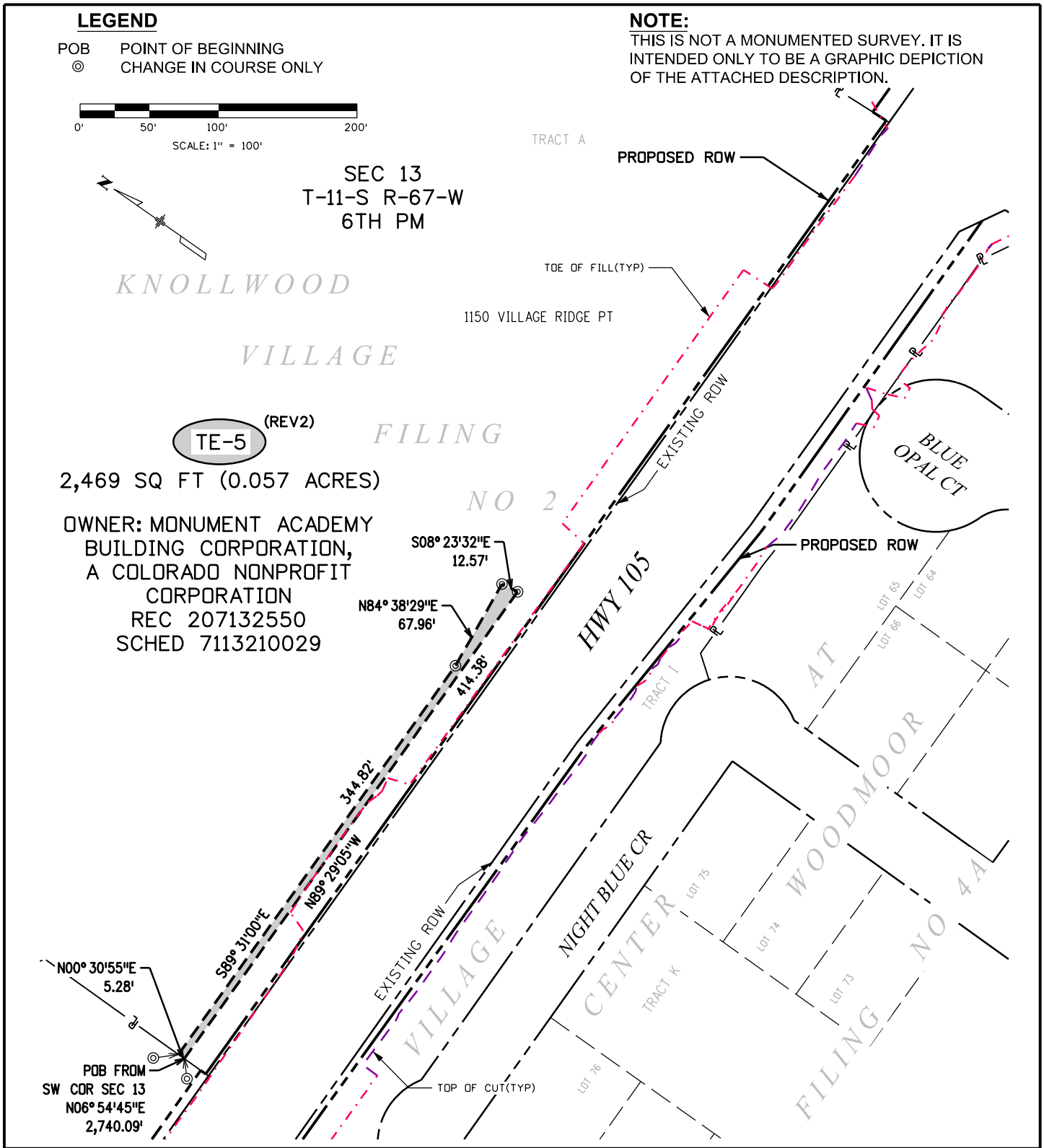

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HIGHWAY 105 - NB I-25 RAMP TO LAKE WOODMOOR DR
EXHIBIT "F"
TEMPORARY EASEMENT NUMBER TE-5(REV2)
MONUMENT ACADEMY BUILDING CORPORATION, A COLORADO NONPROFIT CORPORATION

Project No/Code:	STA 105A-014/19734
Date:	03/18/2022
Sheet No:	1 of 1

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EXHIBIT "G"

TEMPORARY EASEMENT NUMBER: TE-5A
PROJECT NUMBER: STA 105A-014
EL PASO COUNTY PROJECT NUMBER: 10-076
SECTION 13, TOWNSHIP 11 SOUTH, RANGE 67 WEST
SIXTH PRINCIPAL MERIDIAN
EL PASO COUNTY, COLORADO
DATE: MARCH 15, 2022

DESCRIPTION

A temporary easement, No. TE-5A of Project Number STA 105A-014, and El Paso County Project Number 10-076, containing 0.077 acres, more or less, being a portion of Tract A, Knollwood Village Filing No. 2, as described in the Office of the El Paso County Clerk and Recorder at Reception No. 207132550, situated in Section 13, Township 11 South, Range 67 West, of the Sixth Principal Meridian, in El Paso County, Colorado, said temporary easement being more particularly described as follows:

Commencing at the SW corner of said Section 13, (a 2 ½" Aluminum Cap – stamped "PLS 28658") thence bearing N 15°58'49" E, a distance of 2,825.49, feet to the TRUE POINT OF BEGINNING;

1. Thence N 78°14'58" E, a distance of 51.79 feet;
2. Thence S 84°28'30" E, a distance of 29.10 feet;
3. Thence N 85°22'00" E, a distance of 119.95 feet;
4. Thence S 86°44'53" E, a distance of 65.61 feet;
5. Thence S 0°30'55" W, a distance of 16.09 feet;
6. Thence N 89°29'05" W, a distance of 264.60 feet, more or less, to THE TRUE POINT OF BEGINNING.

The above described temporary easement contains 3,371 square feet, (0.077 acres).

The purpose of the above described temporary easement is construction of roadway improvements.

Basis of Bearings; All bearings are grid bearings of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983. The bearing of the line between the SW corner of Section 13, Township 11 South, Range 67 West, of the Sixth Principal Meridian,
(a 2 ½" Aluminum Cap – stamped "PLS 28658") and the N1/4 corner of said Section 13,
(a 2" Aluminum Cap – stamped "PLS 23875") is N 26°23'35" E.

For and on Behalf of El Paso County, Colorado
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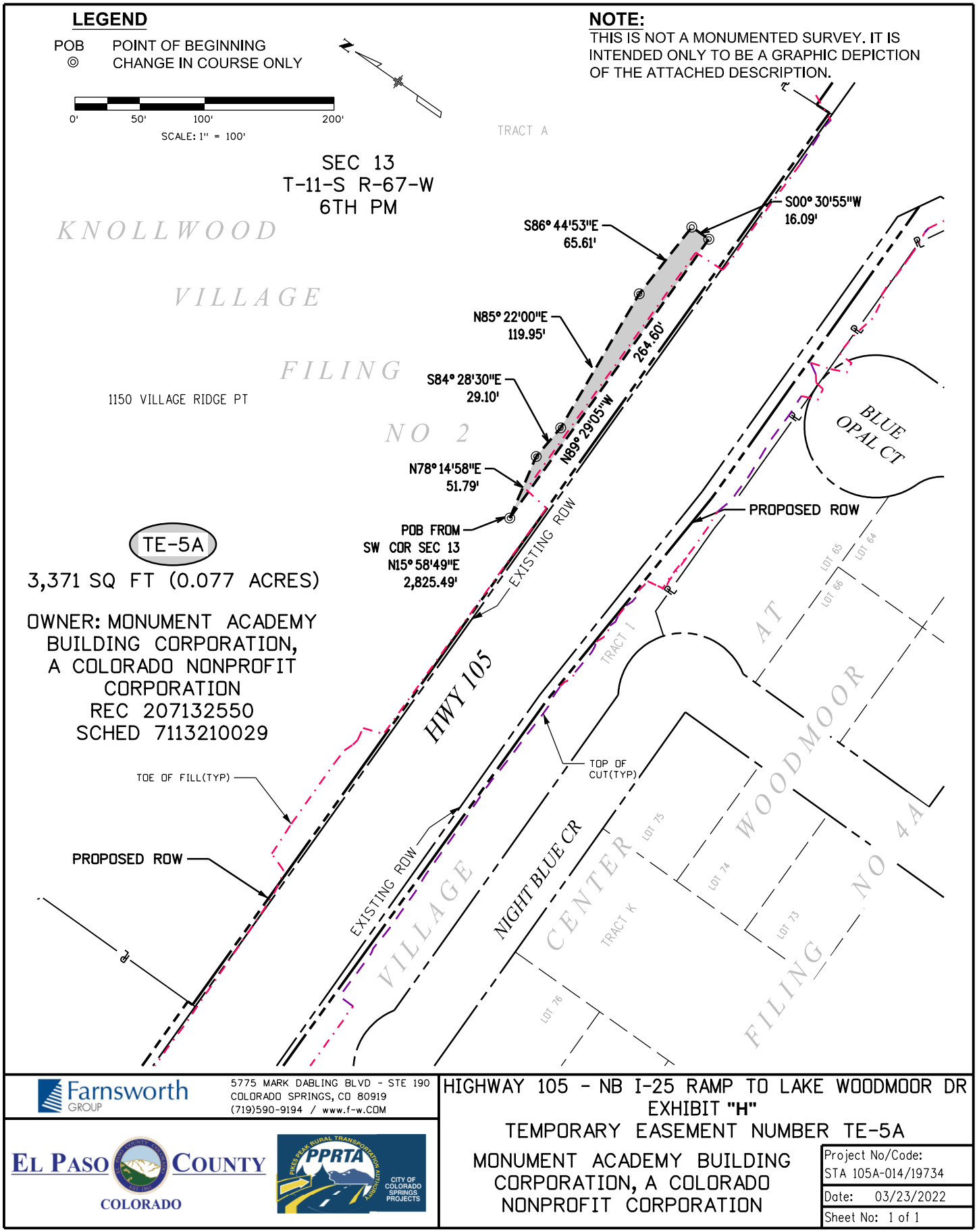

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HIGHWAY 105 - NB I-25 RAMP TO LAKE WOODMOOR DR
EXHIBIT "H"
TEMPORARY EASEMENT NUMBER TE-5A

MONUMENT ACADEMY BUILDING CORPORATION, A COLORADO NONPROFIT CORPORATION

Project No/Code:	STA 105A-014/19734
Date:	03/23/2022
Sheet No:	1 of 1

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