

BCC

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

Project No : 17-067

Project : Rex Road and Meridian Road Intersection Improvements

Location : 10795 Indian Paint Trail

Parcel # : PE-7

This Agreement made on September 26, 2023 (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, Kevin Catt and Kimberly Catt (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: none		\$ -0-
Non-Exclusive Permanent Easement: PE-7 (described & depicted in attached exhibits A & B)	3,027 sq ft	\$ 3,406.00
Temporary Easement: none		\$ -0-
Non-Exclusive Permanent Utility Easement: none		\$ -0-
Improvements: none		\$ -0-
Damages: none		\$ -0-
Offer Total (rounded)		\$ 3,410.00
		\$ 590.00
Net Total		\$ 4,000.00

Other conditions:

1. Vehicular access to the GRANTOR's property is not affected by the conveyance herein.

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.

Steve Schleiker

09/27/2023 09:38:27 AM

Doc \$0.00

Rec \$0.00

5

Pages

El Paso County, CO



223082022

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.
- 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 checked="" 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 | | |

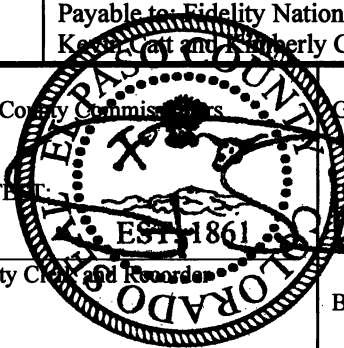
Order Check \$4,000.00

Payable to: Fidelity National Title Company as Escrow Agent for:
Kevin Catt and Kimberly CattEl Paso County, by and through the Board of County Commissioners
of El Paso County, Colorado

Cami Bremer
Cami Bremer, Chair

ATTENTION:

County Clerk and Recorder



GRANTOR:

By: *Kevin Catt*
Kevin CattBy: *Kimberly Catt*
Kimberly CattReference: BoCC resolution # 23-322

EXHIBIT "A"
PROJECT: REX ROAD & MERIDIAN INTERSECTION IMPROVEMENTS

DATE: April 25, 2023

PERMANENT EASEMENT: PE-7

SITUATED IN THE SE ¼ OF SECTION 24, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE
SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO
LEGAL DESCRIPTION

A Permanent Easement No. PE-7 being a part of a parcel of land as described in Reception Number 219026612 of the El Paso County Clerk and Recorder's Office Records, containing 3,027 sq. ft. (0.070 acres), more or less, in Lot 41, Paint Brush Hills Filing No. 1, recorded at Reception Number 693292, in said El Paso County Clerk and Recorder's Office Records, in the Southeast Quarter of Section 24, Township 12 South, Range 65 West, of the Sixth Principal Meridian, El Paso County, Colorado, said permanent easement being more particularly described as follows:

Commencing at the Southeast corner of said Section 24, Township 12 South, Range 65 West, (being calculated from two reference monuments a found 2 ½" aluminum cap stamped "T12S R65W/R64W RM S24/S19-S25/S30 45.00 PLS 4842 1999" and a set 3 ¼" aluminum cap stamped "T12S R65W/R64W RM S24/S19-S25/S30 45.00 AECOM PLS 25381 2023"); Thence N. 1°21'26" W., a distance of 1948.13 feet to a point on the east line of Lot 41, and the westerly right of way line of Meridian Road, said point also being the **TRUE POINT OF BEGINNING**;

1. Thence S. 89°31'39" W., a distance of 13.57 feet;
2. Thence N. 0°28'29" W., a distance of 64.49 feet;
3. Thence N. 11°29'39" W., a distance of 21.91 feet;
4. Thence N. 12°13'18" E., a distance of 60.61 feet;
5. Thence N. 0°14'00" W., a distance of 48.07 feet;
6. Thence N. 45°24'33" W., a distance of 14.87 feet;
7. Thence N. 0°28'29" W., a distance of 57.73 feet to the northerly line of said Lot 41;
8. Thence N. 89°00'48" E., along said northerly line of Lot 41 a distance of 14.74 feet to the northeast corner of said Lot 41, and the said westerly right of way line of Meridian Road;
9. Thence S. 0°28'29" E., along the east line of said Lot 41 and said westerly right of way line of Meridian Road, a distance of 261.59 feet, more or less, to the **TRUE POINT OF BEGINNING**.

The above described permanent easement contains 3,027 sq. ft. (0.070 acres), more or less.

The purpose of the above described permanent easement is for the construction, operation, and maintenance of roadway improvement and drainage facilities.

Basis of Bearings: All bearings are based on a grid bearing of N. 0°28'29" W. (a distance of 5,293.21 feet) from the Corner common to Sections 19, 24, 25, and 30, Township 12 South, Ranges 64 and 65 West, Sixth Principal Meridian (being calculated from two reference monuments a found 2 ½" aluminum cap stamped "T12S R65W/R64W RM S24/S19-S25/S30 45.00 PLS 4842 1999" and a set 3 ¼" aluminum cap stamped "T12S R65W/R64W RM S24/S19-S25/S30 45.00 AECOM PLS 25381 2023") and the Corner common to Sections 13, 18, 19, and 24, Township 12 South, Ranges 64 and 65 West, Sixth Principal Meridian (being calculated from two reference monuments a found 3 ¼" aluminum cap stamped "T12S R65W/R64W RM S13/S18-S24/S19 47.73 URS PLS 24964 2000" and a found 3 ¼" aluminum cap stamped "T12S R65W/R64W RM S13/S18-S24/S19 42.78 URS PLS 24964 2000") both of which being located in El Paso County, Colorado, as obtained from a Global Positioning System (GPS) survey based on the Colorado High Accuracy Reference Network (CHARN).

Prepared by:
Cody Shaw P.L.S. 38825
For and on the behalf of AECOM
2315 Briargate Parkway, Suite 150
Colorado Springs, CO 80920

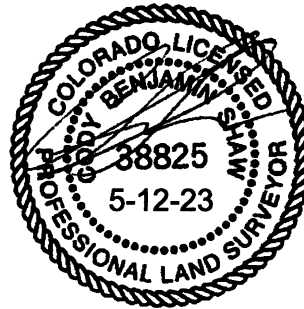
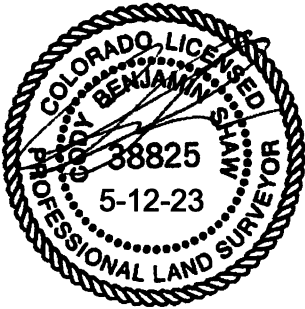
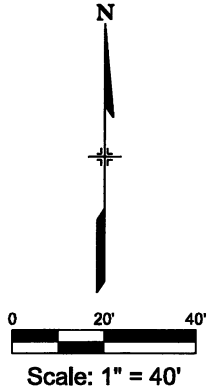


Exhibit B

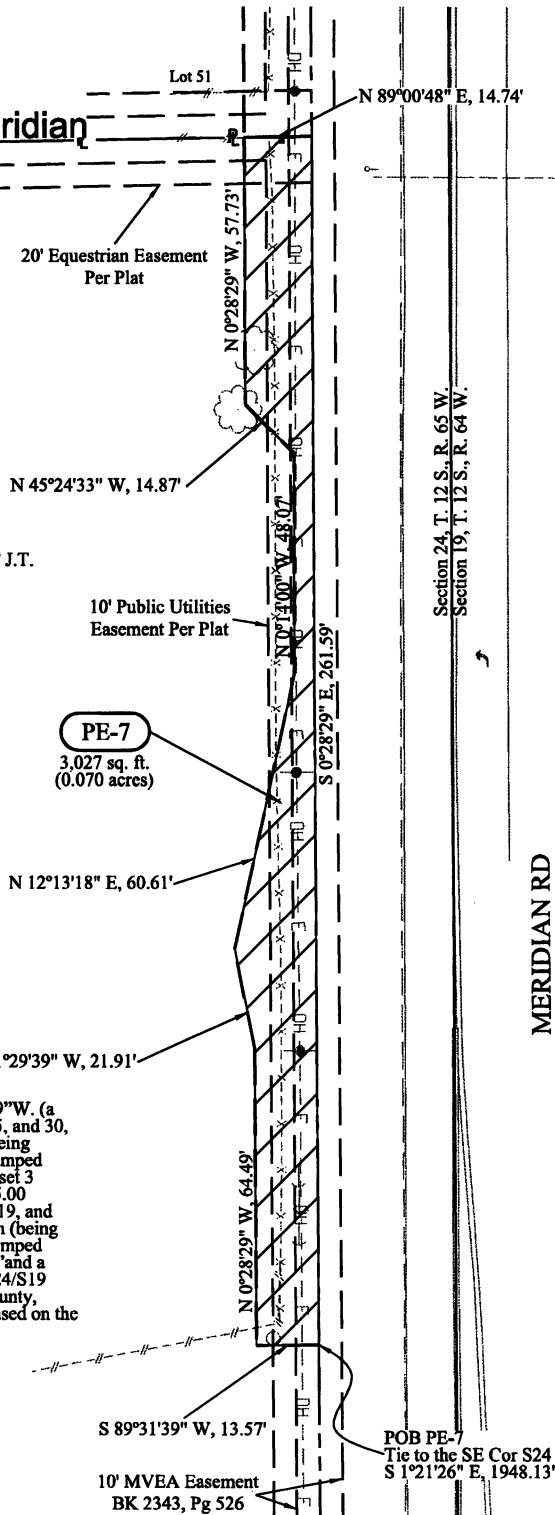
SE 1/4 Section 24

T.12 S., R.65W., Sixth Principal Meridian



APN 5224001011
KEVIN CATT & KIMBERLY CATT J.T.
10795 INDIAN PAINT TRL
Peyton, CO 80831
Rec. No. 219026612
Paint Brush Hills Filing No.1
Rec. No. 693292
Lot 41

Basis of Bearings: All bearings are based on a grid bearing of N. 0°28'29"W. (a distance of 5,293.21 feet) from the Corner common to Sections 19, 24, 25, and 30, Township 12 South, Ranges 64 and 65 West, Sixth Principal Meridian (being calculated from two reference monuments a found 2 1/2" aluminum cap stamped "T12S R65W/R64W RM S24/S19-S25/S30 45.00 PLS 4842 1999" and a set 3 1/2" aluminum cap stamped "T12S R65W/R64W RM S24/S19-S25/S30 45.00 AECOM PLS 25381 2023") and the Corner common to Sections 13, 18, 19, and 24, Township 12 South, Ranges 64 and 65 West, Sixth Principal Meridian (being calculated from two reference monuments a found 3 1/4" aluminum cap stamped "T12S R65W/R64W RM S13/S18-S24/S19 47.73 URS PLS 24964 2000" and a found 3 1/2" aluminum cap stamped "T12S R65W/R64W RM S13/S18-S24/S19 42.78 URS PLS 24964 2000") both of which being located in El Paso County, Colorado, as obtained from a Global Positioning System (GPS) survey based on the Colorado High Accuracy Reference Network (CHARN).



Note: This exhibit does not represent a monumented land survey.
It is intended only to depict the attached property description.

AECOM JN: 60611261

DRAWN BY: CBS

DATE: 4-25-2023

SCALE:

1"=40'

AECOM

2315 BRIARGATE PARKWAY, SUITE 150
COLORADO SPRINGS, CO 80920
(719) 531-0001
FAX (719) 531-0007



Exhibit B PE-7

Kevin Catt & Kimberly Catt J.T.

TITLE:

Rex Road and Meridian Road Intersection Improvements

REVISION:

N/A

DRAWING NO.

11261_PIE-7_Exhibit-B.dgn

SHEET NO.

3 of 3