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Chuck Broerman 10/30/2018 04:34:39 PM Doc \$0.00 13 Rec \$0.00 Pages



RESOLUTION NO. 18-405

## 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-18) AND A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (TE-18) ASSOCIATED WITH HIGHWAY 105 PROJECT A

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 Pikes Peak Rural Transportation Authority (hereinafter "PPRTA") approved project known as Highway 105 Project A 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 for right-of-way (RW-18) and a Temporary Construction Easement Agreement (TE-18) copies of which are attached hereto respectively as Exhibits 1, 2, and 3, incorporated herein by reference, from property owned by Christy M. Cech and Joseph R. Warren (hereinafter "Grantor") for Highway 105 Project A, 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-18) for the sum of \$13,007.00 and a Temporary Construction Easement Agreement (TE-18) for the sum of \$765.00, plus a sum for improvements to include sod, trees, fencing, and a sprinkler system, in the amount of \$22,993.00, and damages in the amount of \$500.00, for a total rounded-up sum of \$37,300.00 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 and 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 Highway 105 Project A.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners hereby approves the Memorandum of Agreement, and hereby approves the Special Warranty Deed (RW-18) and Temporary Construction Easement Agreement (TE-18) from Grantor and authorizes payment to Grantor from applicable PPRTA funds in the amount of \$37,300.00 subject to the terms and conditions cited therein.

BE IT FURTHER RESOLVED, that Darryl Glenn, duly elected, qualified member and President of the Board of County Commissioners, or Mark Waller, duly elected, qualified member and President Pro Tempore of the Board of County Commissioners, be and is Chuck Broerman El Paso County, CO

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## Page 2

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 <u>30</u> day of October, 2018, at Colorado Springs, Colorado.

Chuck Broerman

Pago County Gerk and Recorder

BOARD OF COUNTY COMMISSIONERS EL PASO COUNTY, COLORADO

Darryl Glenh, President

## El Pase County Department of Public Works

Preject No : STA 105A-014 Tastica - Elishamu 164 - NR 1-25 Rame to Lake Woodmoor Dr

MEMORANDUM OF AGREEMENT	Locates . Ingressy 103 - 143 F-23 Roll p to Late 4 Codeson Da			
	Parcel #: RW-18 and TE-18			
	County: El Paso			
This Agreement made on 20 (date) is I Commissioners of El Paso County, Colorado (GRANTEE), for Coch and Joseph R. Warren (GRANTOR).	petween El Paro County, by and through the purchase of the percel(s) listed above fi			
Just compensation was determined by appraisal prepared in account and/or compensation listed below is full consideration for the fixed.				
Land (described in attached exhibits A & B)	2,464 sq ft 23/seres	\$13,007.00		
Non-Exclusive Purmanent Ensements	sq \$[]/sores[	3-0-		
Temperary Essentante (described in attached exhibits C & D)	1,448 sq ft / lauren	3765.00		
Non-Explusive Permanent Utility Essenant	3 5-0-			
Improvements (described in attached exhibit E)		\$22,993.00		
Damages	\$500.00			
	1 \$37,265.00			
	Loss Cred	it 3-0-		
	Net Tet	\$37,300.00 (rounded)		
Other conditions:				

Notwithstanding mything 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 designes

the compensation shown on this Agreement is for the applicable fee simple estate, permanent ensement interest(s), or temporary ensument interest(s) of the percels described and any claims and/or demages of any kind, unless otherwise indicated.

this Agreement is expressly subject to the excession 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 Centrast sail 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 limbolder(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, devisoes, executors, administrators, and legal representatives.

#### The GRANTOR:

-will at the closing pay all taxes (including prorated taxes for the ourrent year) and special assessments for the ourrent 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 emiscat domain and requires the property for public purposes.

-will exsecute and deliver to GRANTEE those documents indicated below.

-hereby agrees to provide merchantable title to the Property.

egrees to take all required actions and execute all documents tents necessary to secure releases or subordinations of any outstanding lions, lesses, mortgages, or other ensumbrances against, or affecting, the Property by all outstanding lienors, lessees, mortgagess, or any others with legal or equitable is

egrees that the GRANTEE will be estitled to specific performance of this Agreement.

ogrees that the GRANTEE shall be estitled to take immediate possession of the Property upon the signing of this Agreement by the regress must use CHARLEE smast se entries to take immediate possession of the Property upon the signing of this Agrosment by the Parties and tender of payment either (a) directly to the GRANTOR, or (b) by depositing the agreed upon compensation into encow 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 accessary documents as stated below, and until the beneficiaries of any unpaid mortgage(s), deed(s) of trust or other financial indebtedness accured by the Owner's Property execute any and all required releases or subscalinations including but not limited to Property Science. ations, including, but not limited to, Requests for Partial Relea

Projec	t No.:	STA 105A-014		Paro	el No.:	RW-18 and TE-18
Will live	be held i ation law	l to specific performance of this Ag armiess from any claims against	reement upon tend the property or to	er of the agree any interest	ed consider in the p	eration. roporty, except for any bonefits due unde
	Special '	Warranty Deed   w/Min Resv.			Non-E	xolusive Permanent Utility Easement
	Access I	Doed			Non-E	xolusive Permanent Essement
		nese(s) Book/Page/Reception#			Slope !	Essement
	Partial R	elease(s) Book/Page/Reception#		×	Tempo	cary Easement
<b>8</b>		pecify): Any applicable document(superior document)				
	Order C	heek \$37,300.00	Payable to: Land and Joseph R. W		tee Comp	many as Escrow Agent for Christy M. Coch
Page C	Soundty, Co	ATTEST:	(	Ministry May	hx 1	Attach W-9 form(a)
Derry	l Gleen, Pi	esident County Clerk an	d Recorder	Joseph R. W	and the same	
		Presolution #		1	/ `	-

#### **EXHIBIT "A"**

PARCEL NUMBER: RW-18
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: AUGUST 14, 2017

## DESCRIPTION

A tract or parcel of land, No. RW-18 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 Lot 1, Briarhaven Subdivision, as described in the Office of the El Paso County Clerk and Recorder at Reception No. 216129387, 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:

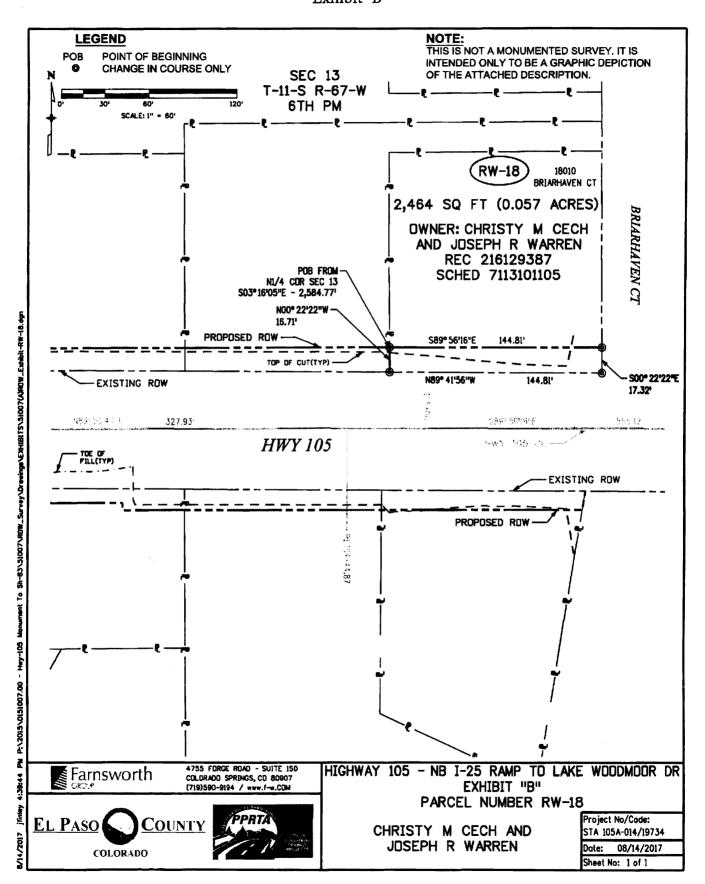
Commencing at the N1/4 corner of said Section 13, (a 2" Aluminum Cap – stamped "PLS 23875") thence bearing S 3°16'05" E, a distance of 2,584.77 feet, to a point on the west line of Lot 1, Briarhaven Subdivision, said point also being the TRUE POINT OF BEGINNING;

- 1. Thence S 89°56'16" E, a distance of 144.81 feet, to a point on the line of said Lot 1, said point also being on the west right-of-way line of Briarhaven Court;
- 2. Thence along said right-of-way line, S 00°22'22" E, a distance of 17.32 feet, to the southeast corner of said Lot 1, said point also being on the north right-of-way line of Highway 105;
- 3. Thence along said right-of-way line, N 89°41'56" W, a distance of 144.81 feet, to the southwest corner of said Lot 1;
- 4. Thence along the west line of said Lot 1, N 00°22'22" W, a distance of 16.71 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described tract or parcel of land contains 2,464 square feet, (0.057 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 Principall 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.





#### **EXHIBIT "C"**

TEMPORARY EASEMENT NUMBER: TE-18
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: AUGUST 14, 2017

## **DESCRIPTION**

A temporary easement, TE-18 of Project Number STA 105A-014, and El Paso County Project Number 10-076, containing 0.033 acres, more or less, being a portion of Lot 1, Briarhaven Subdivision, as described in the Office of the El Paso County Clerk and Recorder at Reception No. 216129387, 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 N1/4 corner of said Section 13, (a 2" Aluminum Cap – stamped "PLS 23875") thence bearing S 3°16'05" E, a distance of 2,584.77 feet, to a point on the west line of Lot 1, Briarhaven Subdivision, said point also being the TRUE POINT OF BEGINNING;

- 1. Thence S 89°56'16" E, a distance of 144.81 feet;
- 2. Thence N 00°22'22" W, a distance of 10.00 feet;
- 3. Thence N 89°56'16" W, a distance of 144.81 feet;
- 4. Thence S 00°22'22" E, a distance of 10.00 feet, more or less, to the TRUE POINT OF BEGINNING.

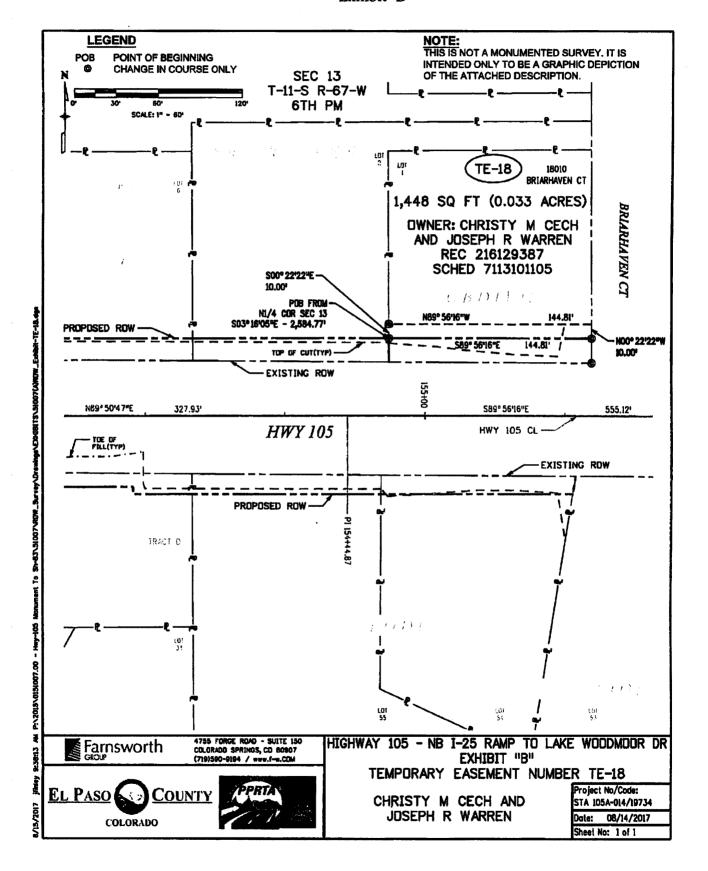
The above described temporary easement contains 1,448 square feet, (0.033 acres).

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.



Exhibit "D"



## Exhibit E

## Memorandum of Agreement RW-18 and TE-18

Project No.: STA 105A-014

## Identification of all improvements, including fixtures to be acquired:

Sod	\$3,457
Sprinkler System	\$2,538
Pet fencing	<b>\$</b> 347
Split Rail fence	<b>\$240</b>
Wood fencing	\$4,439
Evergreen Trees (Small)	\$357
Evergreen Trees (Medium)	\$3,297
Evergreen Trees (Small)	\$6,039

 Subtotal
 \$20,714

 Price index (111%)
 \$2,279

 TOTAL
 \$22,993



## SPECIAL WARRANTY DEED

THIS DEED, made this _	day of	, 20	, between
Christy M. Cech and Joseph R.	Warren, whose	mailing address is 5	55 W. Galena Ave,
Telluride, CO 81435, ("Grantor")	, and EL PASO	<b>COUNTY BY AND</b>	THROUGH
THE BOARD OF COUNTY CO	<b>OMMISSIONE</b>	RS OF EL PASO C	OUNTY,
COLORADO, whose street addre	ess is 200 S. Cas	cade Avenue, Colora	do Springs, CO
80903 ("Grantee" or "County").			- 3

WITNESSETH, that Grantor, for and in consideration of the sum of THIRTEEN THOUSAND SEVEN DOLLARS AND NO CENTS (\$13,007.00) 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-18, 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 2017 and 2018 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: Christy M. Cech and Joseph R. Warren  By:  Christy M. Cech  By:  Joseph R. Warren
STATE OF Calcula )  COUNTY OF 21 Pass )  SS.
The foregoing instrument was acknowledged before me this 31 day of, 20_18, by Christy M. Cech and Joseph R. Warren.
Witness my hand and official seal.  KALAN TROY FALBO NOTARY PUBLIC STATE OF COLORADO NOTARY ID# 20134027784 MY COMMISSION EXPIRES: AUGUST 23, 2021 Notary Public
My Commission expires: 8/23/2521

#### **EXHIBIT "A"**

PARCEL NUMBER: RW-18
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: AUGUST 14, 2017

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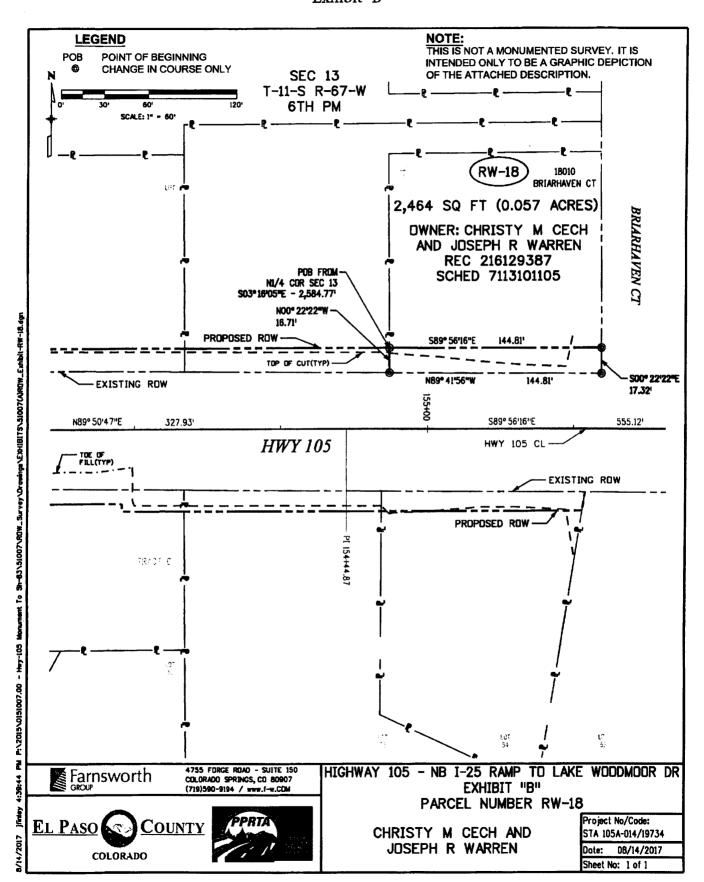
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- 1. Thence S 89°56'16" E, a distance of 144.81 feet, to a point on the line of said Lot 1, said point also being on the west right-of-way line of Briarhaven Court;
- 2. Thence along said right-of-way line, S 00°22'22" E, a distance of 17.32 feet, to the southeast corner of said Lot 1, said point also being on the north right-of-way line of Highway 105;
- 3. Thence along said right-of-way line, N 89°41'56" W, a distance of 144.81 feet, to the southwest corner of said Lot 1;
- 4. Thence along the west line of said Lot 1, N 00°22'22" W, a distance of 16.71 feet, more or less, to the TRUE POINT OF BEGINNING.

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Pro	ect:	Highway	105

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT TE-18

TE-18
THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("AGREEMENT") is made this day of, 20, between Christy M. Cech and Joseph R. Warren, whose mailing address is 555 W. Galena Ave, Telluride, CO 81435, hereinafter called the Grantor(s), for and in consideration of the sum of SEVEN HUNDRED SIXTY-FIVE DOLLARS AND NO CENTS (\$765.00), 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, CO 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

Project:	: Highv	way 105			

TEMPORARY CONSTRUCTIO	
TE- GRANTOR:	18
ord in the second	
Christy M. Cech and Joseph R. Warren	
By: MUSTUR COL	by:
State of Colorado )	
) ss County of <u>41 Pago</u> )	
The foregoing instrument was acknowledged before m Christy M. Cech and Joseph R. Warren.	this 3) day of July, 20 18, by
Witness my hand and official seal.	
V = C	KALAN TROY FALBO NOTARY PUBLIC
Notary Public )	STATE OF COLORADO NOTARY ID# 20134027784
, ,	MY COMMISSION EXPIRES: AUGUST 23, 2021
My Commission Expires: 6/23/2621	
ATTEST:	BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO
By:County Clerk and Recorder	Ву:
State of) ss County of)	
The foregoing instrument was acknowledged	before me this day of,
The foregoing instrument was acknowledged 20, by as Commissioners of El Paso County, Colorado.	of the Board of County
Commissioners of El Faso County, Colorado.	
Witness my hand and official seal.	
Notary Public	
My Commission Expires:	

#### **EXHIBIT "A"**

TEMPORARY EASEMENT NUMBER: TE-18
PROJECT NUMBER: STA 105A-014
EL PASO COUNTY PROJECT NUMBER: 10-076
SECTION 13, TOWNSHIP 11 SOUTH, RANGE 67 WEST
SIXTH PRINCIPAL MERIDIAN
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- 1. Thence S 89°56'16" E, a distance of 144.81 feet;
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- 3. Thence N 89°56'16" W, a distance of 144.81 feet;
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The above described temporary easement contains 1,448 square feet, (0.033 acres).

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

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Exhibit "B"

