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Steve Schleiker
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El Paso County, CO
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RESOLUTION NO. 25-369

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

RESOLUTION TO APPROVE A MEMORANDUM OF AGREEMENT AND TO APPROVE AND ACCEPT A NON-EXCLUSIVE PERMANENT EASEMENT (PE-101) ASSOCIATED WITH THE HIGHWAY 105 WIDENING – LAKE WOODMOR DRIVE TO MARTINGALE ROAD 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" or "County") 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, the Department of Public Works is constructing a Pikes Peak Rural Transportation Authority ("PPRTA") approved project known as the Highway 105B Project (the "Project") and has identified a need to enter into a Memorandum of Agreement and to approve and accept a Non-Exclusive Permanent Easement (PE-101), copies of which are attached hereto respectively as Exhibits 1 and 2, incorporated herein by reference, from property owned by Cade Weaver and Kayla Gilstrap ("Grantors") to be utilized by the County for the purposes of road construction, utility construction, drainage, slope, maintenance, repair, replacement, operation, ingress and egress on the Project; and

WHEREAS, Grantor agrees to grant to El Paso County a Non-Exclusive Permanent Easement (PE-101) for a sum of $12,786.00 and Improvements for a sum of $13,894.00, for a rounded sum of $26,700.00, 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 Non-Exclusive Permanent Easement (PE-101) to effectuate the hereinabove described transaction for the purposes of road construction, utility construction, drainage, slope, maintenance, repair, replacement, operation, ingress and egress on the Project.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners hereby approves the Memorandum of Agreement and Non-Exclusive Permanent Easement from Grantor and authorizes payment to Grantor from PPRTA funds in the amount of $26,700.00 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.

DONE THIS 16th day of December, 2025, at Colorado Springs, Colorado.

ATTEST:

By: _____
Steve Schleiker
El Paso County Clerk and Recorder

BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO

By: _____
Carrie Geitner, Chair

El Paso County Department of Public Works **MEMORANDUM OF AGREEMENT**	Project No: 4189
	Location: 660 Lake Woodmoor Drive
	Parcel #: 101
	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, **Cade Weaver and Kayla Gilstrap** (GRANTOR).

Just compensation was determined by appraisal(s) 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.

Non-Exclusive Permanent Easements (described and depicted in attached exhibits A & B)	1,354 sq ft	$12,786.00
Improvements: • 203 SF Scrub Oak Bushes • 2 Small Trees • 7 Large Trees		$13,894.00
Damages: N/A		$-0-
	Offer Total (rounded)	$26,700.00
		$-0-
	Net Total	$26,700.00

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.

cc: EPC (original)
Cade Weaver and Kayla Gilstrap

Revised 2022-05-25
Initialed _____

Project No.: 4189 Parcel No.: PE-101

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:

☐ 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

☒ 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 $26,700.00	Payable to: H.C. Peck and Associates Inc. as Escrow Agent for: Cade Weaver and Kayla Weaver

El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado

ATTEST:

Chair

County Clerk and Recorder

Reference: BoCC resolution # _____

GRANTOR: Cade Weaver and Kayla Weaver, FKA Kayla Gilstrap

Cade Weaver

Kayla Weaver, FKA Kayla Gilstrap

cc: EPC (original)
Cade Weaver and Kayla Gilstrap

Revised 2022-05-25

EXHIBIT "A"

PERMANENT EASEMENT NUMBER PE-101
EL PASO COUNTY PROJECT NUMBER: 4189
NW1/4 SECTION 13, TOWNSHIP 11 SOUTH, RANGE 67 WEST
SIXTH PRINCIPAL MERIDIAN
EL PASO COUNTY, COLORADO
DATE: APRIL 15, 2025

DESCRIPTION

A permanent easement, No. PE-101 of El Paso County Project Number 4189, containing 0.031 acres, more or less, being a portion of Lot 6, Knollwood Estates Filing No. 2, as described in the Office of the El Paso County Clerk and Recorder at Reception No. 202656, situated in the NW1/4 of 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 a point on the north right-of-way line of Highway 105, from which the N1/4 corner of said Section 13, (a 2" Aluminum Cap – stamped "PLS 23875") bears North 00°09'58" West, a distance of 2,580.84 feet, said point being the southeast corner of said Lot 6, Knollwood Estates Filing No. 2, said point also being the TRUE POINT OF BEGINNING;

1. Thence along the east line of said Lot 6, North 00°22'22" West, a distance of 10.67 feet;

2. Thence North 89°56'16" West, a distance of 129.73 feet, to a point on the east right-of-way line of Lake Woodmoor Drive;

3. Thence along said east right-of-way line, South 45°01'16" East, a distance of 15.74 feet, to a point on the north right-of-way line of Highway 105;

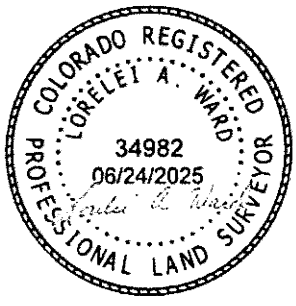
4. Thence along said north right-of-way line, North 89°50'47" East, a distance of 118.67 feet, more or less, to the TRUE POINT OF BEGINNING.

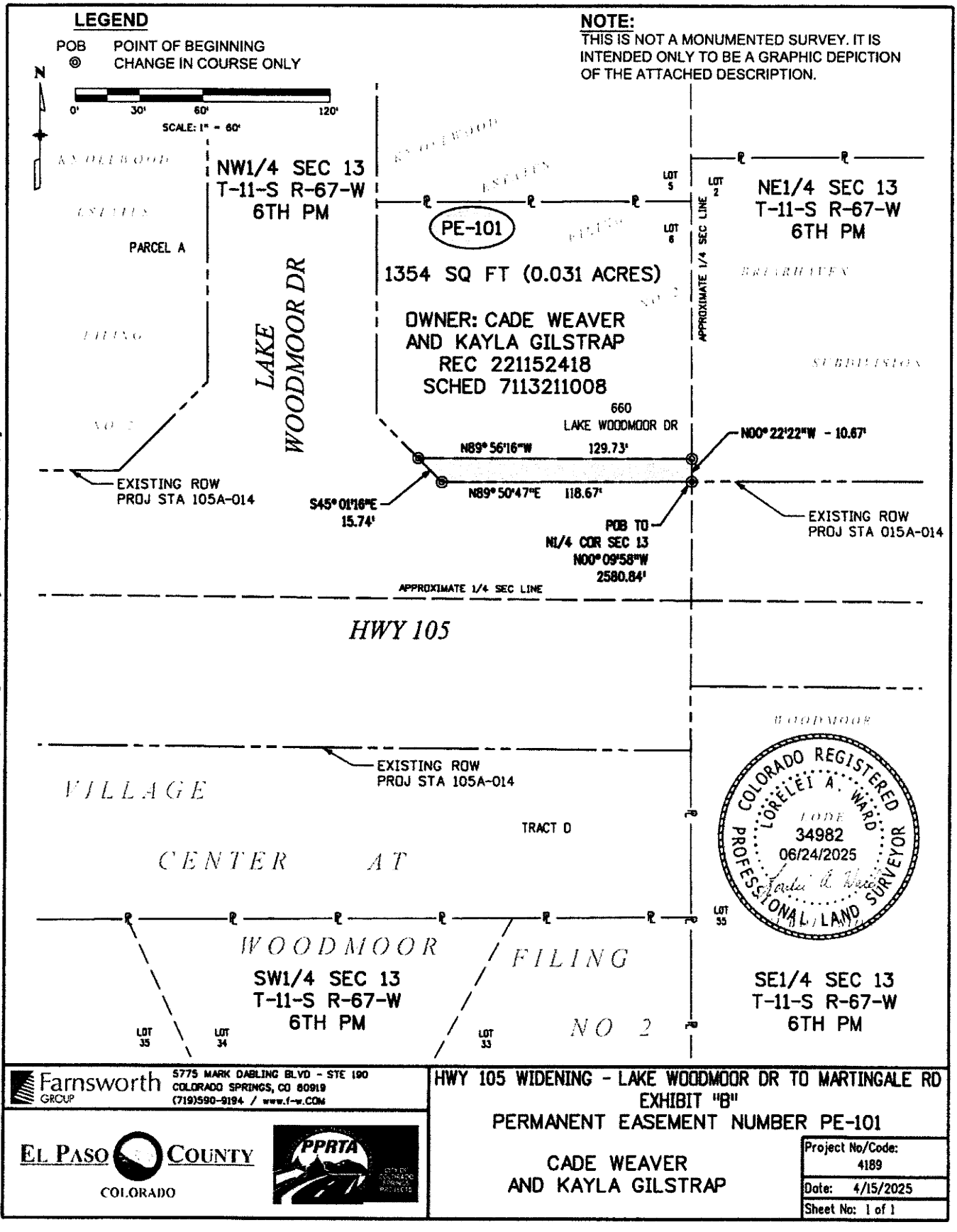
The above-described permanent easement contains 1,354 square feet, (0.031 acres).

The purpose of the above-described permanent easement is for construction and maintenance of soil-nail retaining wall.

Basis of Bearings; Bearings are based on the bearing 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") being North 26°23'35" East.

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





Farnsworth GROUP
5775 MARK DABLING BLVD - STE 190
COLORADO SPRINGS, CO 80919
(719)590-9194 / www.f-w.COM

EL PASO COUNTY
COLORADO

PPRTA

HWY 105 WIDENING - LAKE WOODMOOR DR TO MARTINGALE RD
EXHIBIT "B"
PERMANENT EASEMENT NUMBER PE-101

CADE WEAVER
AND KAYLA GILSTRAP

Project No/Code:	4189
Date:	4/15/2025
Sheet No:	1 of 1

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Project: Highway 105 Widening –
Lake Woodmoor Drive to Martingale Road

NON-EXCLUSIVE PERMANENT EASEMENT
PE-101

THIS NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT ("AGREEMENT") is made this ____ day of _____, 20____, between **CADE WEAVER and KAYLA GILSTRAP**, whose mailing address is 660 Lake Woodmoor Drive, Monument, CO 80132 (hereinafter "Grantor(s)"), for and in consideration of the sum of TWELVE THOUSAND SEVEN HUNDRED EIGHTY SIX DOLLARS ($12,786.00), 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/has) given and granted and by these presents (do/does) hereby give and grant unto the said Grantee, its heirs, successors or assigns a NON-EXCLUSIVE PERMANENT EASEMENT only along, over and across the following described premises:

See attached Exhibit A, Land Description
Exhibit B, Sketch

This non-exclusive permanent easement is for the following purposes, which include, but are not limited to: construction, drainage, slope, maintenance, repair, replacement, operation, ingress and egress.

Grantor(s) shall not construct improvements in the easement area that would unreasonably interfere with the Grantee's use of the easement area. No trees or shrubs that will impair the structural integrity of the drainage facility shall be planted or allowed to grow in this area and may be removed by the Grantee.

That portion of the easement that pertains to slope control is subject to the following conditions: at no time hereafter shall the Grantor(s), or anyone claiming by, through, or under the Grantor, perform any act or thing which is or may be detrimental to, or have any adverse effect upon the stability of said excavated slopes or embankment, or which shall interfere with the flow of drainage.

Grantor(s) hereby covenants with the Grantee that they have good title to the afore described premises, that they have good and lawful right to grant this easement, that they will warrant and defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor (have/has) executed this Non-Exclusive Permanent Easement.

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Signature Page Follows

Reference: BoCC resolution #_____

Project: Highway 105 Widening –
Lake Woodmoor Drive to Martingale Road

NON-EXCLUSIVE PERMANENT EASEMENT
PE-101

GRANTOR:

Cade Weaver

Kayla Weaver, FKA Kayla Gilstrap

State of Colorado)
) ss
County of El Paso)

The foregoing instrument was acknowledged before me this 6th day of December, 2025 by Cade Weaver and Kayla Weaver, FKA Kayla Gilstrap

Witness my hand and official seal.

Notary Public

JEFFERY L. PERRET
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084022973
MY COMMISSION EXPIRES AUGUST 06, 2028

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
County Clerk and Recorder

By: _____
Chair

State of COLORADO)
) ss
County of EL PASO)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____ as Chair of the Board of County Commissioners of El Paso County, Colorado.

Witness my hand and official seal.

_____
Notary Public

Reference: BoCC resolution #_____

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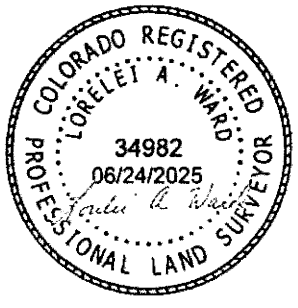

For and on Behalf of El Paso County, Colorado
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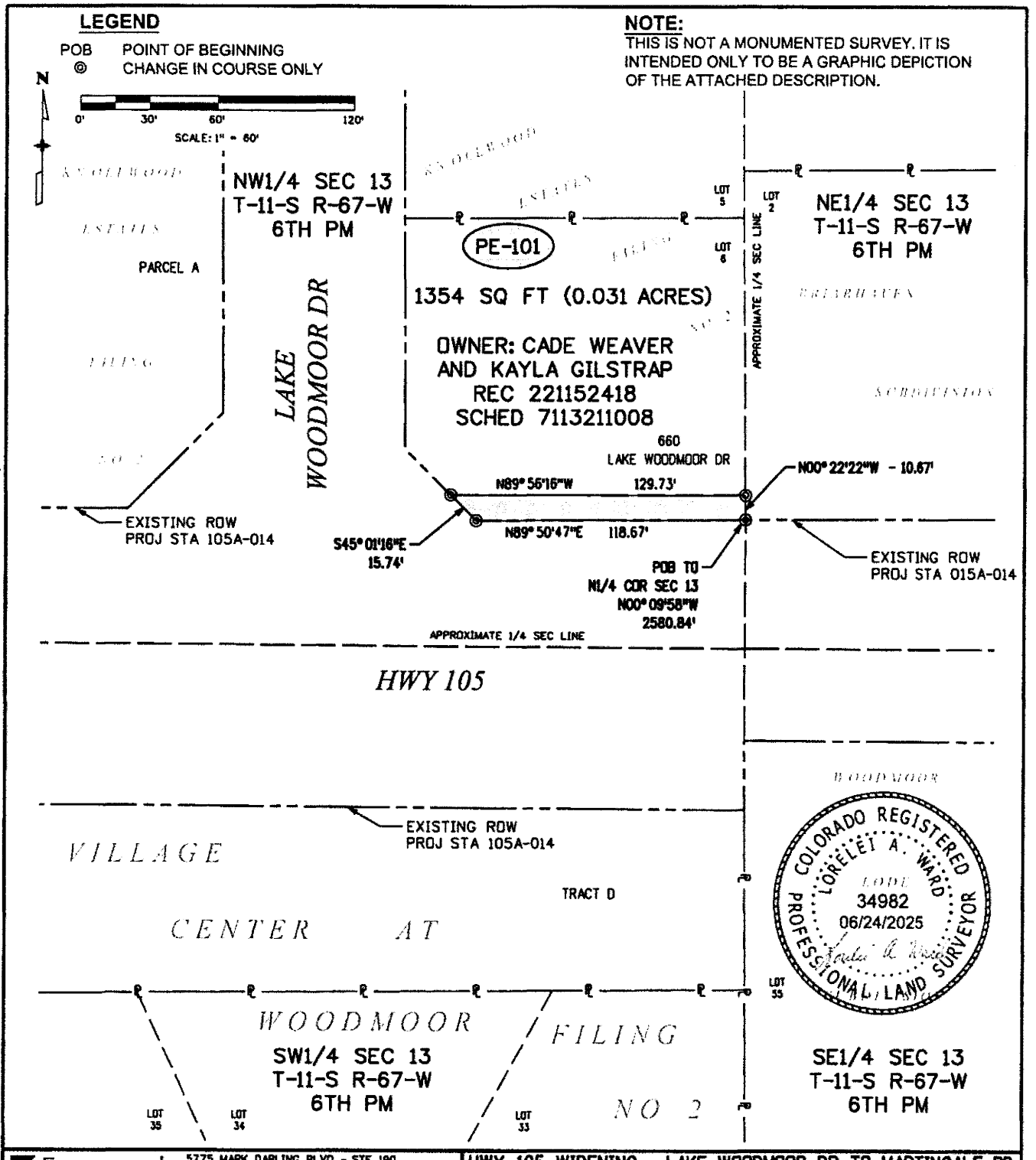

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PPRTA

HWY 105 WIDENING - LAKE WOODMOOR DR TO MARTINGALE RD
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PERMANENT EASEMENT NUMBER PE-101

CADE WEAVER
AND KAYLA GILSTRAP

Project No/Code:	4189
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