BCC

Steve Schleiker
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El Paso County, CO
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RESOLUTION NO. 26-25

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 (TCE-133REV) AND PERMANENT EASEMENT (PE-133) FOR 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, attached hereto as Exhibit 1, for the acquisition of the property interests identified therein from Gary Lee Davis ("Grantor") to be utilized by the County for the purposes of construction, drainage, slope, maintenance, repair, replacement, operation, ingress and egress on the Project; and

WHEREAS, Grantor agrees to grant a Permanent Easement (PE-133), attached hereto as Exhibit 2, for a sum of $6,385.00, and a Temporary Construction Easement (TCE-133REV), attached hereto as Exhibit 3, for a sum of $3,137.00, to El Paso County, a Non-Exclusive Permanent Utility Easement (UE-133) to Mountain View Electric Association and Woodmoor Water and Sanitation District for a sum of $26,776.00, and to accept as full consideration for Improvements a sum of $188.00, all for a rounded sum of $36,500.00 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 (TCE-133REV) and Non-Exclusive Permanent Easement (PE-133) to effectuate the above-described transaction.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners hereby approves the Memorandum of Agreement, approves and accepts the Non-Exclusive Permanent Easement, and authorizes payment to Grantor from PPRTA funds in the amount of $36,500.00 subject to the terms and conditions cited within those documents.

DONE THIS 13th day of January, 2026, at Colorado Springs, Colorado.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO

By: _____
Steve Schleiker
El Paso County Clerk and Recorder

By: _____
Carrie Geitner, Chair

El Paso County Department of Public Works **MEMORANDUM OF AGREEMENT**	Project No: 4189
	Location: 17970 Smugglers Way
	Parcel #: 133
	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, **Gary Lee Davis** (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: PE-133 (described in attached exhibits A & B)	1,742 sq ft	$6,385
Temporary Easements: TCE-133REV (described in attached exhibits C & D)	2,852 sq ft	$3,137
Non-Exclusive Permanent Utility Easement (MVEA & WWSD): UE-133 (described in attached exhibits E & F)	5,649 sq ft	$26,776
Improvements: Barbed Wire Fencing: 28 LF @ $8.00/LF , 5% entrepreneurial incentive, –20% depreciation		$188.00
Damages: N/A		$-0-
	Offer Total (rounded)	$36,500.00
		$
	Net Total	$36,500.00

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 in advance of work on the Property. Notification will constitute the date of notice as described in the Temporary Construction Easement Agreement(s) (TE-133REV).

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)
Gary Lee Davis

Revised 2022-05-25
Initialed _____

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 $36,500.00	Payable to: H.C. Peck and Associates Inc. as Escrow Agent for: Gary Lee Davis

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: Gary Lee Davis

Gary Lee Davis

cc: EPC (original)
Gary Lee Davis

EXHIBIT "A"

PERMANENT EASEMENT NUMBER PE-133
EL PASO COUNTY PROJECT NUMBER: 4189
SE1/4 SECTION 13, TOWNSHIP 11 SOUTH, RANGE 67 WEST
SIXTH PRINCIPAL MERIDIAN
EL PASO COUNTY, COLORADO
DATE: APRIL 24, 2025

DESCRIPTION

A permanent easement, No. PE-133 of El Paso County Project Number 4189, containing 0.040 acres, more or less, being a portion of Lot 11, Woodmoor Lode, as described in the Office of the El Paso County Clerk and Recorder at Reception # 019848443 (Plat Book T-2 at Page 69). Situated in the SE1/4 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 east line of said Lot 11, from which the N1/4 corner of said Section 13, (a 2" Aluminum Cap – stamped "PLS 23875") bears North 42°29'19" West, a distance of 3,679.33 feet, said point being the TRUE POINT OF BEGINNING;

1. Thence North 86°07'45" West, a distance of 220.03 feet to the west line of said Lot 11;

2. Thence North 22°34'57" East along the west line of said Lot 11, a distance of 8.43 feet to the south line of an existing permanent easement (PE-101, CDOT project 105A-010, Rec 203294736);

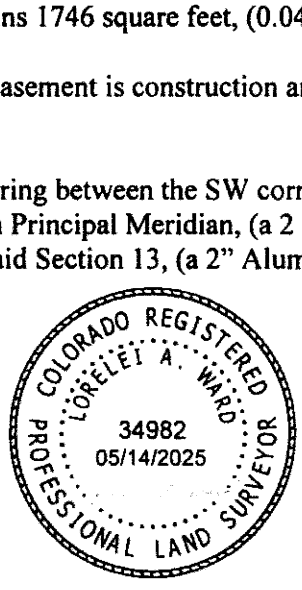
3. Thence South 86°06'54" East, along said south permanent easement line, a distance of 218.83 feet, to a point on the east line of said Lot 11;

4. Thence along the east line of said Lot 11, South 14°32'15" West, a distance of 8.07 feet, more or less, to the TRUE POINT OF BEGINNING.

The above-described permanent easement contains 1746 square feet, (0.040 acres).

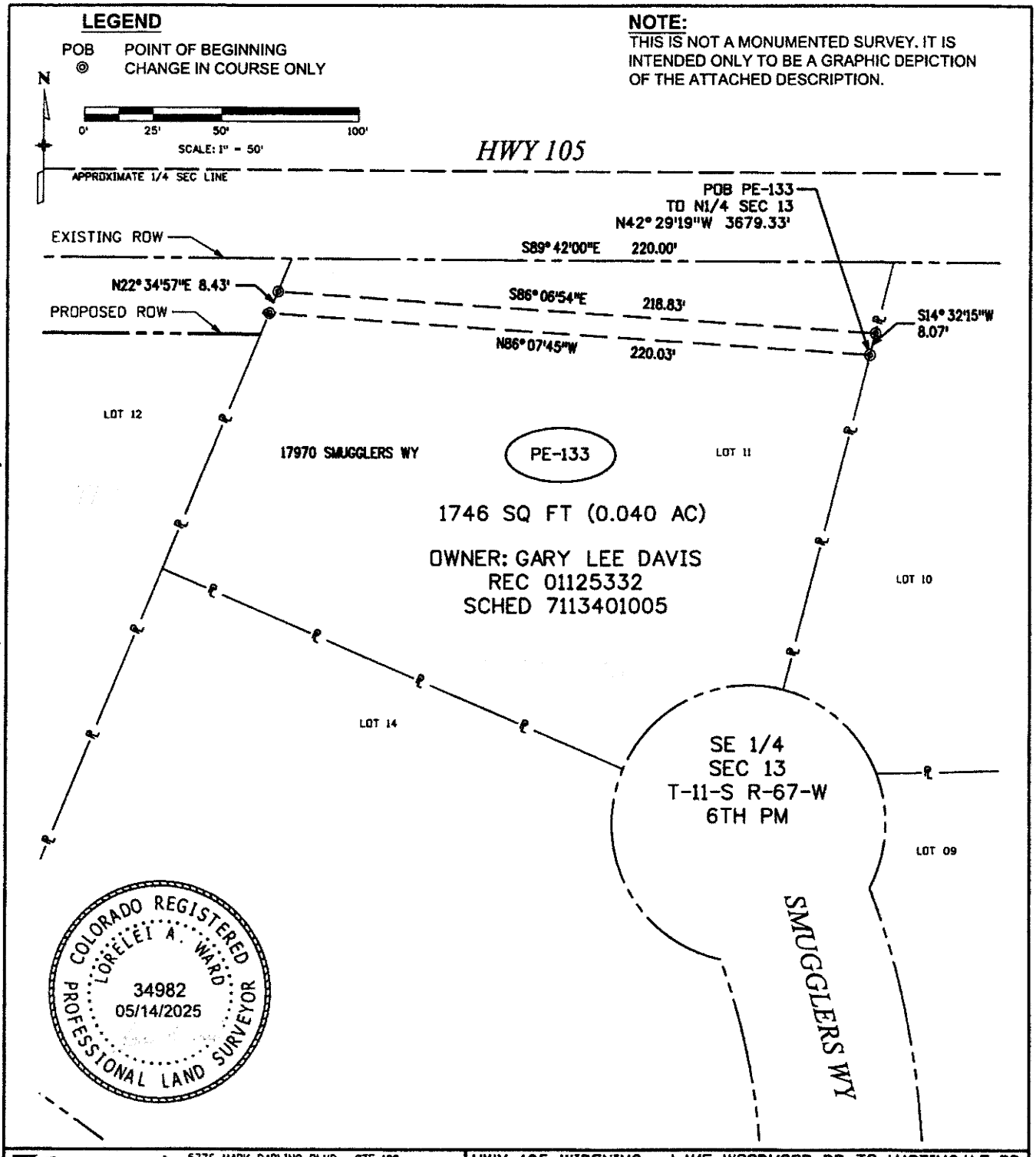
The purpose of the above-described permanent easement is construction and maintenance of a drainage facility.

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

EXHIBIT "B"



Farnsworth Group
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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 PE-133

GARY LEE DAVIS

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

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EXHIBIT "C"

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT NUMBER TCE-133^{REV}
EL PASO COUNTY PROJECT NUMBER: 4189
SE1/4 SECTION 13, TOWNSHIP 11 SOUTH, RANGE 67 WEST
SIXTH PRINCIPAL MERIDIAN
EL PASO COUNTY, COLORADO
DATE: AUGUST 12, 2025

DESCRIPTION

A temporary construction easement, No. TCE-133^{REV} of El Paso County Project Number 4189, containing 0.065 acres, more or less, being a portion of Lot 11, Woodmoor Lode, as described in the Office of the El Paso County Clerk and Recorder at Reception # 019848443 (Plat Book T-2 at Page 69). Situated in the Southeast Quarter of 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 a point on the east line of said Lot 11, from which the North Quarter corner of said Section 13, (a 2" Aluminum Cap – stamped "PLS 23875") bears North 42°29'19" West, a distance of 3,679.33 feet, said point being the TRUE POINT OF BEGINNING;

1. Thence South 14°32'15" West, along the east line of said Lot 11, a distance of 11.84 feet;
2. Thence North 86°47'26" West, a distance of 222.67 feet, to the west line of said Lot 11;
3. Thence North 22°34'57" East, along the west line of said Lot 11, a distance of 14.96 feet;
4. Thence South 86°07'45" East, a distance of 220.03 feet, more or less, to the TRUE POINT OF BEGINNING.

The above-described temporary construction easement contains 2,852 square feet, (0.065 acres).

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

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 N 1/4 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

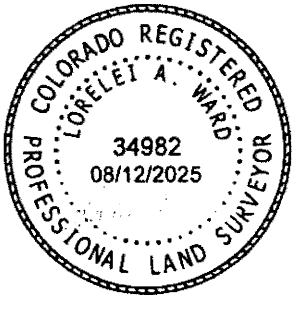
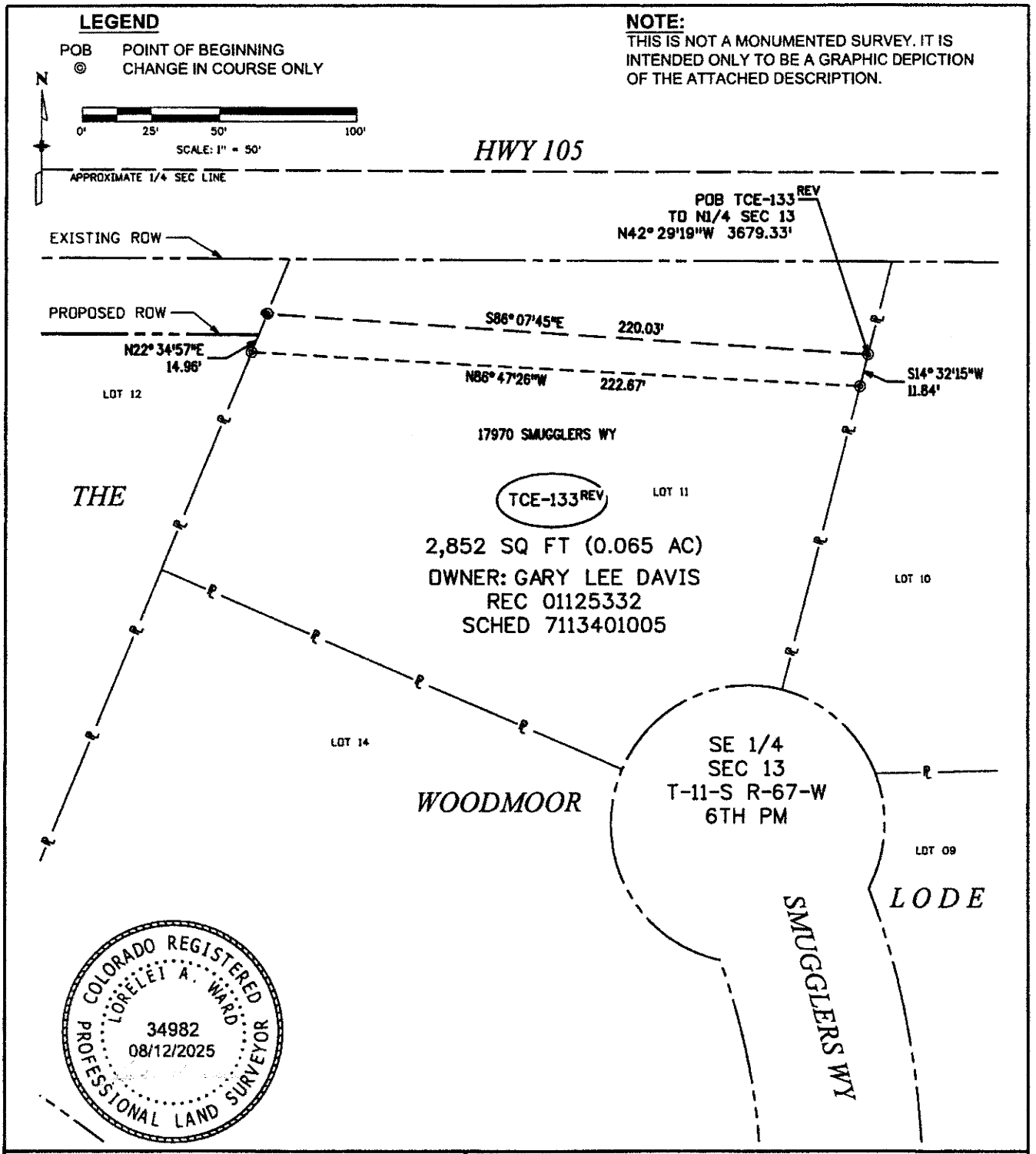


EXHIBIT "D"



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EL PASO COUNTY
COLORADO

PPRTA

HWY 105 WIDENING - LAKE WOODMOOR DR TO MARTINGALE RD
EXHIBIT "B"

TEMPORARY EASEMENT TCE-133 REV

GARY LEE DAVIS

Project No/Code:	4189
Date:	8/12/2025
Sheet No:	1 of 1

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EXHIBIT "E"

EXHIBIT "A"

UTILITY EASEMENT NUMBER UE-133
EL PASO COUNTY PROJECT NUMBER: 4189
SE1/4 SECTION 13, TOWNSHIP 11 SOUTH, RANGE 67 WEST
SIXTH PRINCIPAL MERIDIAN
EL PASO COUNTY, COLORADO
DATE: APRIL 24, 2025

DESCRIPTION

A utility easement, No. UE-133 of El Paso County Project Number 4189, containing 0.130 acres, more or less, being a portion of Lot 11, Woodmoor Lode, as described in the Office of the El Paso County Clerk and Recorder at Reception # 019848443 (Plat Book T-2 at Page 69). Situated in the SE1/4 of Section 13, Township 11 South, Range 67 West, of the Sixth Principal Meridian, in El Paso County, Colorado, said utility easement being more particularly described as follows:

Commencing at the northeast corner of said Lot 11, from which the N1/4 corner of said Section 13, (a 2" Aluminum Cap – stamped "PLS 23875") bears North 42°56'31" West, a distance of 3660.66 feet, said point being the TRUE POINT OF BEGINNING;

1. Thence South 14°32'15" West, along the east line of said Lot 11, a distance of 46.36 feet
2. Thence North 87°48'01" West, a distance of 8.19 feet;
3. Thence North 89°52'49" West, a distance of 219.00 feet, to the west line of said Lot 11;
4. Thence North 22°34'37" East, along the west line of said Lot 11, a distance of 24.61 feet;
5. Thence South 89°48'40" East, a distance of 201.66 feet;
6. Thence North 00°00'00" East, a distance of 22.17 feet, more or less, to the south right-of-way line of Highway 105;
7. Thence South 89°44'12" East, along said south right-of-way line of Highway 105, a distance of 27.71 feet, more or less, to the east line of said Lot 11 and the TRUE POINT OF BEGINNING.

The above-described utility easement contains 5,649 square feet, (0.130 acres).

The purpose of the above-described utility easement is for construction of utility improvements.

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.
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Colorado Springs, CO 80919

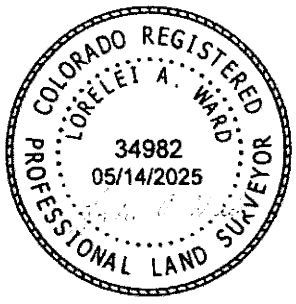
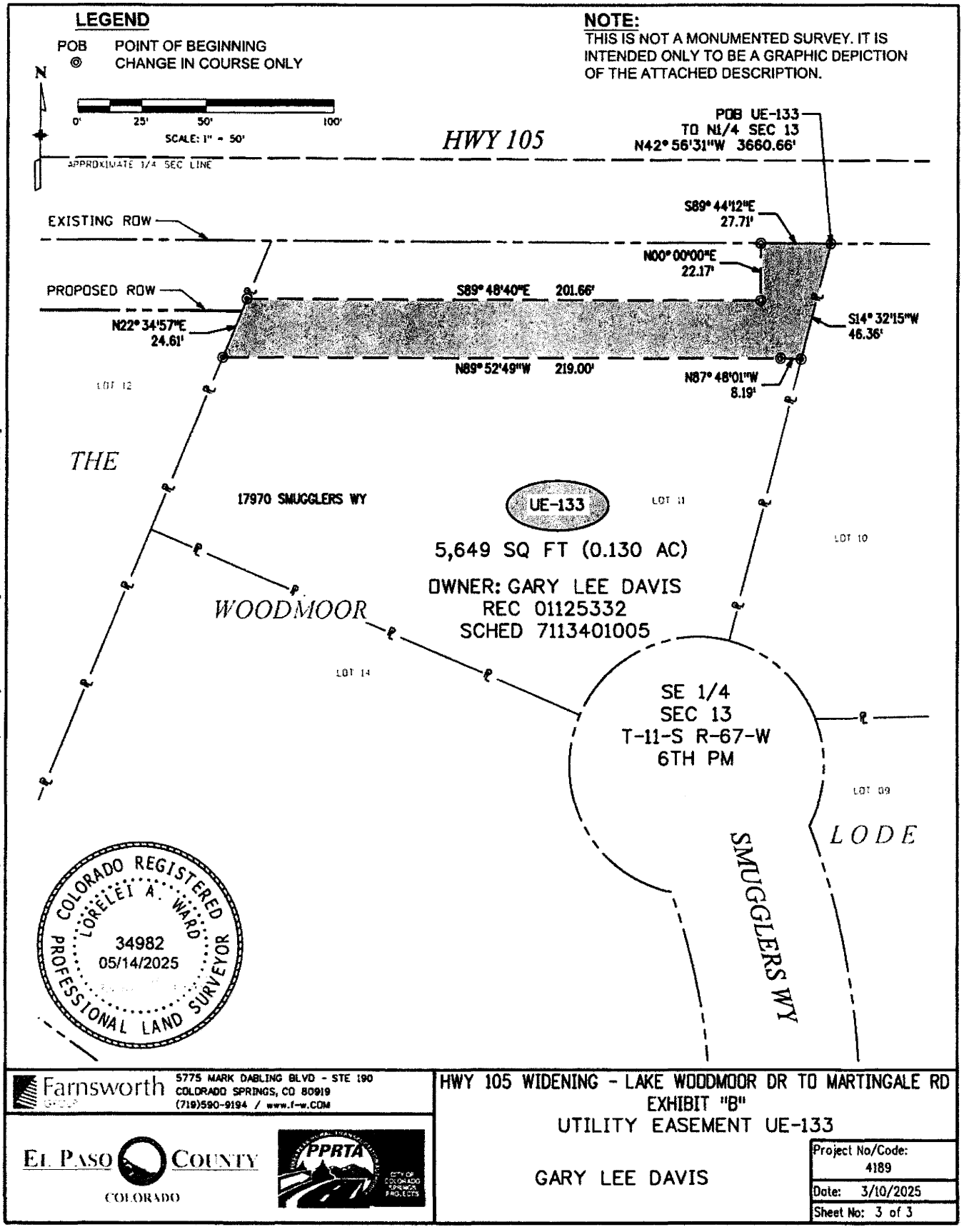


EXHIBIT "F"



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EL PASO COUNTY
COLORADO

PPRTA

HWY 105 WIDENING - LAKE WOODMOOR DR TO MARTINGALE RD
EXHIBIT "B"
UTILITY EASEMENT UE-133

GARY LEE DAVIS

Project No/Code:	4189
Date:	3/10/2025
Sheet No:	3 of 3

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

NON-EXCLUSIVE PERMANENT EASEMENT
PE-133

THIS NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT ("AGREEMENT") is made this ____ day of _____, 20____, between **GARY LEE DAVIS**, whose mailing address is 6338 Cripple Creek Lane, Colorado Springs, CO 80919 (hereinafter "Grantor(s)"), for and in consideration of the sum of Six Thousand Three Hundred Eighty Five Dollars ($6,385.00), 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-133

GRANTOR:

By: Gary Lee Davis
Gary Lee Davis

State of Colorado)
) ss
County of El Paso)

The foregoing instrument was acknowledged before me this 29 day of December, 2025, by Gary Lee Davis.

Witness my hand and official seal.

A. Page
Notary Public

ANDREA PAGE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244013556
MY COMMISSION EXPIRES APRIL 05, 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 #_____

EXHIBIT "A"

PERMANENT EASEMENT NUMBER PE-133
EL PASO COUNTY PROJECT NUMBER: 4189
SE1/4 SECTION 13, TOWNSHIP 11 SOUTH, RANGE 67 WEST
SIXTH PRINCIPAL MERIDIAN
EL PASO COUNTY, COLORADO
DATE: APRIL 24, 2025

DESCRIPTION

A permanent easement, No. PE-133 of El Paso County Project Number 4189, containing 0.040 acres, more or less, being a portion of Lot 11, Woodmoor Lode, as described in the Office of the El Paso County Clerk and Recorder at Reception # 019848443 (Plat Book T-2 at Page 69). Situated in the SE1/4 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 east line of said Lot 11, from which the N1/4 corner of said Section 13, (a 2" Aluminum Cap – stamped "PLS 23875") bears North 42°29'19" West, a distance of 3,679.33 feet, said point being the TRUE POINT OF BEGINNING;

1. Thence North 86°07'45" West, a distance of 220.03 feet to the west line of said Lot 11;

2. Thence North 22°34'57" East along the west line of said Lot 11, a distance of 8.43 feet to the south line of an existing permanent easement (PE-101, CDOT project 105A-010, Rec 203294736);

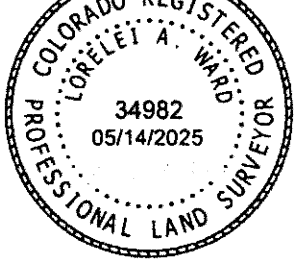
3. Thence South 86°06'54" East, along said south permanent easement line, a distance of 218.83 feet, to a point on the east line of said Lot 11;

4. Thence along the east line of said Lot 11, South 14°32'15" West, a distance of 8.07 feet, more or less, to the TRUE POINT OF BEGINNING.

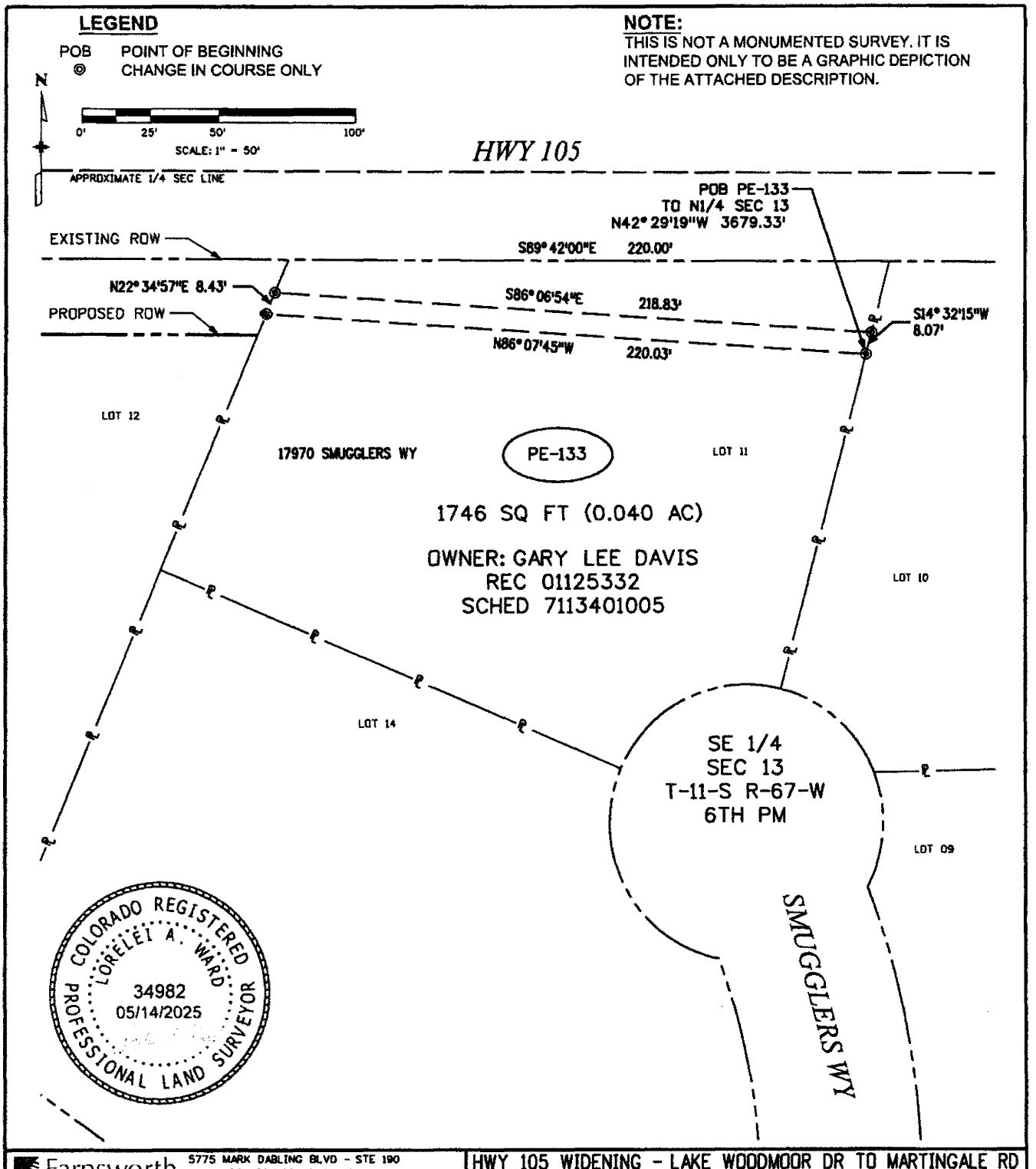
The above-described permanent easement contains 1746 square feet, (0.040 acres).

The purpose of the above-described permanent easement is construction and maintenance of a drainage facility.

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
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 PE-133

GARY LEE DAVIS

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
TCE-133REV

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("AGREEMENT") is made this _____ day of _____, 20_____, between **GARY LEE DAVIS**, whose mailing address is 6338 Cripple Creek Lane,Colorado Springs, CO 80919 hereinafter called the Grantor(s), for and in consideration of the sum of Three Thousand One Hundred Thirty Seven Dollars ($3,137.00), 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.

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Signature Page Follows

Reference: BoCC resolution # _____

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
TCE-133REV

GRANTOR:

By: Gary Lee Davis
Gary Lee Davis

State of Colorado)
) ss
County of El Paso)

The foregoing instrument was acknowledged before me this 29 day of December, 2025, by Gary Lee Davis

Witness my hand and official seal.

A. Page
Notary Public

ANDREA PAGE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244013556
MY COMMISSION EXPIRES APRIL 05, 2028

ATTEST:

By: _____
County Clerk and Recorder

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

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 # _____

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT NUMBER TCE-133^{REV}
EL PASO COUNTY PROJECT NUMBER: 4189
SE1/4 SECTION 13, TOWNSHIP 11 SOUTH, RANGE 67 WEST
SIXTH PRINCIPAL MERIDIAN
EL PASO COUNTY, COLORADO
DATE: AUGUST 12, 2025

DESCRIPTION

A temporary construction easement, No. TCE-133^{REV} of El Paso County Project Number 4189, containing 0.065 acres, more or less, being a portion of Lot 11, Woodmoor Lode, as described in the Office of the El Paso County Clerk and Recorder at Reception # 019848443 (Plat Book T-2 at Page 69). Situated in the Southeast Quarter of 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 a point on the east line of said Lot 11, from which the North Quarter corner of said Section 13, (a 2" Aluminum Cap – stamped "PLS 23875") bears North 42°29'19" West, a distance of 3,679.33 feet, said point being the TRUE POINT OF BEGINNING;

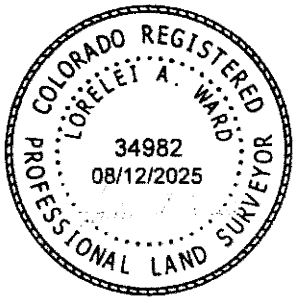
1. Thence South 14°32'15" West, along the east line of said Lot 11, a distance of 11.84 feet;
2. Thence North 86°47'26" West, a distance of 222.67 feet, to the west line of said Lot 11;
3. Thence North 22°34'57" East, along the west line of said Lot 11, a distance of 14.96 feet;
4. Thence South 86°07'45" East, a distance of 220.03 feet, more or less, to the TRUE POINT OF BEGINNING.

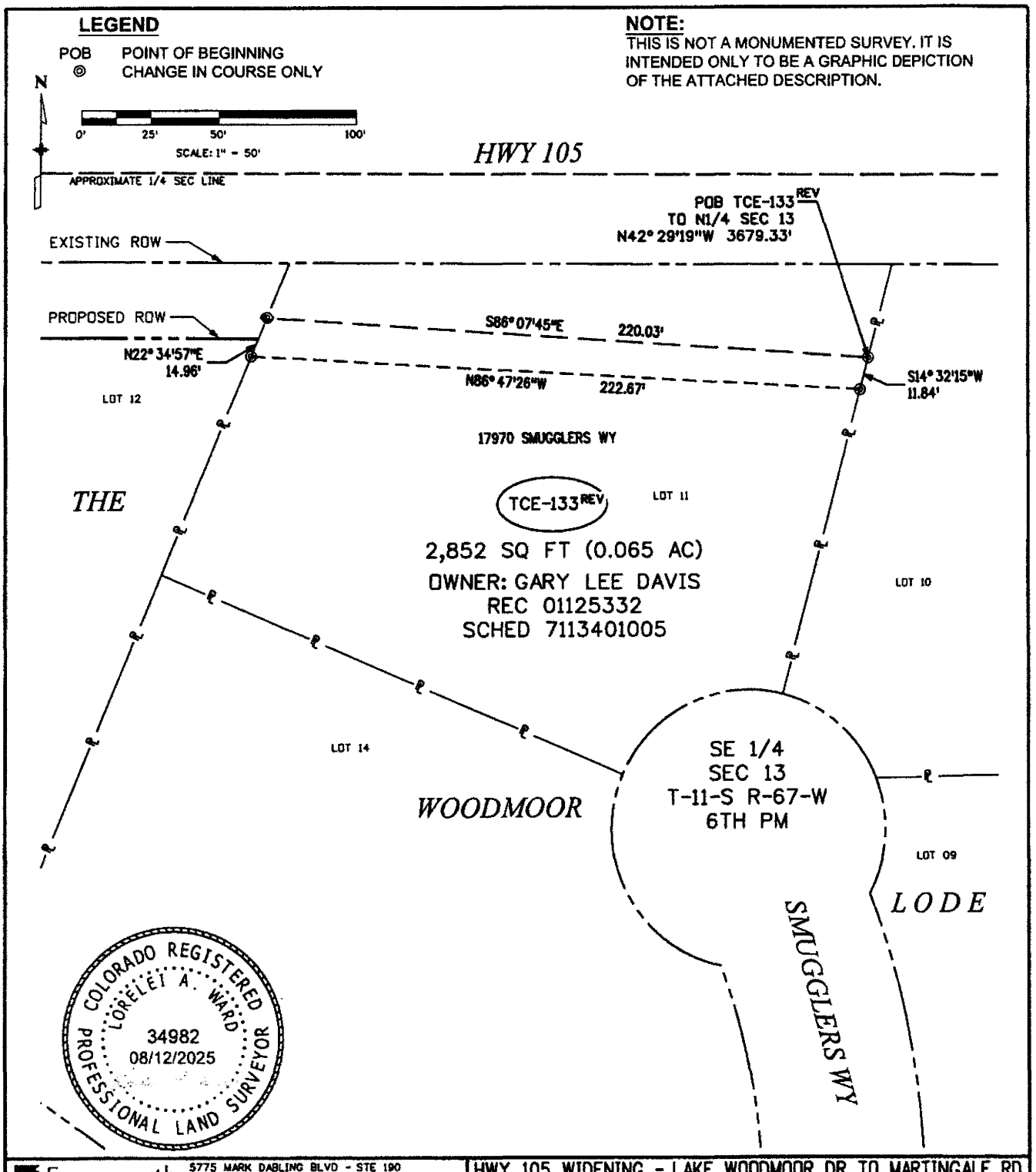
The above-described temporary construction easement contains 2,852 square feet, (0.065 acres).

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

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 N 1/4 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"

TEMPORARY EASEMENT TCE-133 REV

GARY LEE DAVIS

Project No/Code:	4189
Date:	8/12/2025
Sheet No:	1 of 1

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