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Steve Schleiker
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El Paso County, CO
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RESOLUTION NO. 26-253

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-150) FOR THE HIGHWAY 105 WIDENING – LAKE WOODMOOR 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 William Dean Martin and Samantha C. Martin ("Grantors") 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, Grantors agree to grant a Temporary Construction Easement (TCE-150) to El Paso County, attached hereto as Exhibit 2, for a sum of $9,075.00, and to accept as full consideration for Improvements a sum of $2,925.00, an Administrative Settlement of $3,210.00, all for a rounded sum of $12,000.00 payable to Grantors; 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-150) 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 Temporary Construction Easement, and authorizes payment to Grantor from PPRTA funds in the amount of $12,000.00 subject to the terms and conditions cited within those documents.

DONE THIS 25th day of August, 2026, 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** **TEMPORARY EASEMENT**	Project No : 4189
	Location : 18170 Briarhaven Court
	Parcel # : TCE-150
	County : El Paso

This Agreement made on _____, 2026 (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 temporary easement(s) listed above from the Owner, **William Dean Martin and Samantha C Martin** (GRANTOR).

Temporary Easement(s) (described and depicted in attached exhibits A & B) TCE-150	3,254 sq.ft☒/acres☐	$ 5,857.00
Improvements: • 7' B&B Blue Spruce delivered and planted - 3 @ $950/each • Cedar split rail 8' – 4 @ $15/each • Cedar corner post 4"x4" – 1 @ $15/each		$ 2,925.00
Damages		$ -0-
	Gross Total (rounded)	$ 8,790.00
	Administrative Settlement	$ 3,210.00
	Net Total	$12,000.00

Other conditions:

1. The existing permitted access to Briarhaven Court is not affected by the conveyance herein. Access through the GRANTOR's property from Briarhaven Court and Winding Meadow Way will be temporarily affected by the conveyance herein.
2. GRANTOR acknowledges that a temporary roadway will be constructed, maintained and removed by GRANTEE's Contractor as explicitly required for the Project, and shall allow public vehicular and pedestrian traffic to travel on the roadway within the area of Temporary Construction Easement TCE-150 (Easement) for a continuous period of no longer than 6 months unless otherwise agreed upon in writing by both GRANTOR and GRANTEE.
3. The existing surface of the Easement is native grass, and no functional underground lawn irrigation is known to exist. Surface restoration of the Easement is the responsibility of the GRANTEE or its assigns, and GRANTOR shall allow access to the Easement for the remainder of the 24-month Temporary Construction Easement Agreement for the purpose of restoration, revegetation and inspections as may be required by the GRANTEE and GRANTEE's Contractor for the Project.
4. Fence, landscape, bush and tree restoration shall be at the sole cost and responsibility of the GRANTOR.
5. GRANTEE shall not park vehicles or store materials or equipment within the Easement, except as necessary for use and restoration of the surface area of the Easement.
6. GRANTOR shall be notified by the GRANTEE or its assigns in writing at least forty-eight (48) hours in advance of work on the Property. Notification will constitute the date of notice as described in the Temporary Construction Easement Agreement for TCE-150.

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 temporary construction easement agreement from the GRANTOR as indicated below and after formal approval by the Board.

The GRANTOR and the GRANTEE agree that:

1) there are no promises, terms, conditions, or obligations other than those listed on this Agreement;
2) this Agreement is binding on both the GRANTOR and GRANTEE and their heirs, devisees, executors, administrators, legal representatives, successors, assigns, and designees.

cc: EPC (original)
William Dean Martin and Samantha C Martin

Revised 2022-10-27

Initialed WM
SM

Project No.: 4189	Parcel No.: 150

The GRANTOR:

1) Acknowledges that just compensation was determined by an appropriate valuation procedure prepared in accordance with applicable laws and regulations, and hereby knowingly waives any right to contest such valuation;
2) Agrees the amount of money and/or compensation listed below is full consideration for the Temporary Easement(s), improvements, and damages of any kind whatsoever;
3) 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 to the GRANTOR;
4) Will execute and deliver to GRANTEE those documents indicated below.

The GRANTEE:

1) Will be entitled to specific performance of this agreement upon tender of the agreed consideration;
2) 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;
3) Will make payment after receiving the executed temporary easement agreement from the GRANTOR;
4) Will prepare the following documents:

☒ Temporary Easement(s)

Order Check $ 12,000.00	Payable to: William Dean Martin and Samantha C Martin
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 William Dean Martin Samantha C Martin

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT TCE-150
EL PASO COUNTY PROJECT NUMBER: 4189
NE1/4 SECTION 13, TOWNSHIP 11 SOUTH, RANGE 67 WEST
SIXTH PRINCIPAL MERIDIAN
EL PASO COUNTY, COLORADO
DATE: AUGUST 8, 2025

DESCRIPTION

A temporary construction easement, No. TCE-150 of El Paso County Project Number 4189, containing 0.075 acres, more or less, being a portion of Lot 16, Briarhaven Subdivision, as described in the Office of the El Paso County Clerk and Recorder at Reception No. 224043746, situated in the NE1/4 of Section 13, Township 11 South, Range 67 West, of the Sixth Principal Meridian, in El Paso County, Colorado, said temporary construction easement being more particularly described as follows:

Commencing at a point from which the N1/4 corner of said Section 13, (a 2" Aluminum Cap – stamped "PLS 23875") bears North 16°43'20" West, a distance of 2,549.79 feet, said point being the TRUE POINT OF BEGINNING;

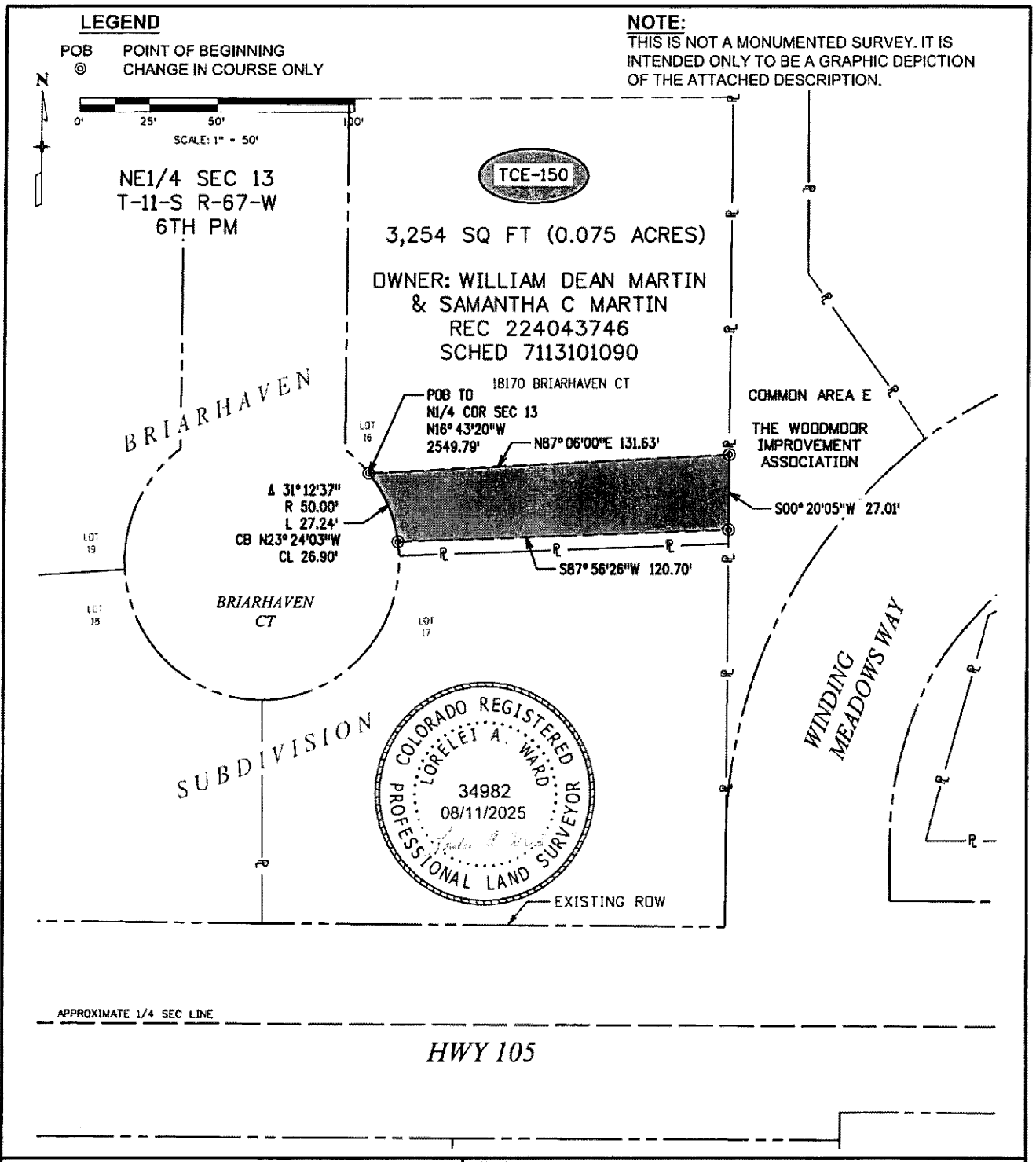
1. Thence North 87°06'00" East, a distance of 131.63 feet, to the east line of said Lot 16;
2. Thence South 00°20'05" West, along said east line of Lot 16, a distance of 27.01 feet;
3. Thence South 87°56'26" West, a distance of 120.70 feet, to the west line of said Lot 16;
4. Thence along said west line of Lot 16 on the arc of a curve to the left, a distance of 27.24 feet, said curve has a radius of 50.00 feet, a central angle of 31°12'37" and a long chord bearing North 23°24'03" West, a distance of 26.90 feet, more or less, to the TRUE POINT OF BEGINNING.

The above-described temporary construction easement contains 3,254 square feet, (0.075 acres).

The purpose of the above-described temporary construction easement is for a temporary access road.

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



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

EL PASO COUNTY
COLORADO

PPRTA
CITY OF COLORADO SPRINGS PROJECTS

HWY 105 WIDENING - LAKE WOODMOOR DR TO MARTINGALE RD
EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT TCE-150

WILLIAM DEAN MARTIN
& SAMANTHA C MARTIN

Project No/Code:	4189
Date:	8/6/2025
Sheet No:	1 of 1

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
TCE-150

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is made this ____ day of _____, 2026, between **WILLIAM DEAN MARTIN AND SAMANTHA C MARTIN**, whose mailing address is 18170 Briarhaven Court, Monument, CO 80132, (hereinafter "Grantors"), for and in consideration of the sum of NINE THOUSAND AND SEVENTY FIVE DOLLARS ($9,075.00), 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"). Grantors have given and granted and by these presents do hereby give and grant unto the said Grantee, a TEMPORARY CONSTRUCTION EASEMENT ("Easement"). This Agreement shall terminate at completion of the project or expire twenty-four months from the date of notice (as defined in the associated Memorandum of Agreement between the parties), whichever comes first. The following is the described location of the Easement:

See attached Exhibit A, Land Description Temporary Construction Easement
Exhibit B, Sketch

The Easement is for and limited to, the following purposes or activities:
- ingress and egress of Project construction vehicles for construction, maintenance and removal of a temporary roadway within the Easement
- ingress and egress for typical neighborhood pedestrian and vehicular traffic including emergency vehicles, mail, trash, school, and delivery vehicles, local residents and their guests, and other similar traffic on the temporary roadway for a 6-month term
- drainage and revegetation activities and inspections as may be needed throughout the Easement period as may be required.

Unless otherwise agreed to by Grantor and Grantee in writing, no parking of vehicles, equipment storage, or materials stockpile is permitted within the Easement.

The Grantee, at its sole discretion, shall have the option to extend the pedestrian and vehicular access use within the Easement for an additional six (6) months by providing a minimum of 30 days' written notice to the Grantor of the Grantee's intent to extend the vehicular access use and tendering payment of NINE THOUSAND NINE HUNDRED AND EIGHTY-THREE DOLLARS and no cents ($9,983.00) to Grantor prior to the expiration of the term of the access use. In the event Grantor transfers Grantor's Property, Grantor will ensure that the successor in title receives actual notice of this Agreement prior to said transfer. In the event the Grantor's Property has been conveyed by Grantor during the initial term of the access use, Grantee will require that the successor in title to Grantor's Property subject to the Agreement will provide the Grantee with an executed Request for Taxpayers Identification Number and Certification ("IRS form W-9") to facilitate payment of consideration for the access use extension. If receipt of said W-9 from successor in title to Grantor's Property delays payment by the Grantee beyond the expiration date of the Agreement, such condition shall not serve to invalidate the Grantee's option or extension of the Agreement.

Reference: BoCC resolution # _____

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
TCE-150

Grantee shall notify Grantor no later than forty-eight (48) hours prior to the actual start of its use of the Easement. Upon expiration of the term(s) of access use of the Easement, Grantee will restore the Easement surface area with native grass to a condition substantially similar to the condition that existed prior to entry for construction.

Reset of improvements such as fence, rock landscape, trees, or shrubs, etc. shall be the sole cost and responsibility of the Grantor.

Grantee does hereby agree to construct, maintain and remove the temporary roadway within the Easement in a neat and workmanlike manner.

The Grantor, or anyone claiming by, through, or under the Grantors, shall not perform any act or thing which is or may be detrimental to, or have any adverse effect upon the access to or work performed within the Easement until such time as the Agreement terminates.

This space intentionally left blank

Signature Page Follows

Reference: BoCC resolution # _____

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
TCE-150

IN WITNESS WHEREOF, the Grantor(s) have executed this Temporary Construction Easement Agreement.

GRANTOR:

By: _____
William Dean Martin

By: _____
Samantha C Martin

State of Colorado)
) ss
County of El Paso)

The foregoing instrument was acknowledged before me this 31st day of July, 2026, by William Dean Martin and Samantha C Martin

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 _____, 2026, 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"

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EL PASO COUNTY PROJECT NUMBER: 4189
NE1/4 SECTION 13, TOWNSHIP 11 SOUTH, RANGE 67 WEST
SIXTH PRINCIPAL MERIDIAN
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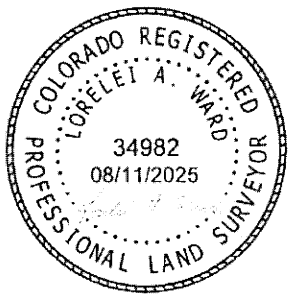
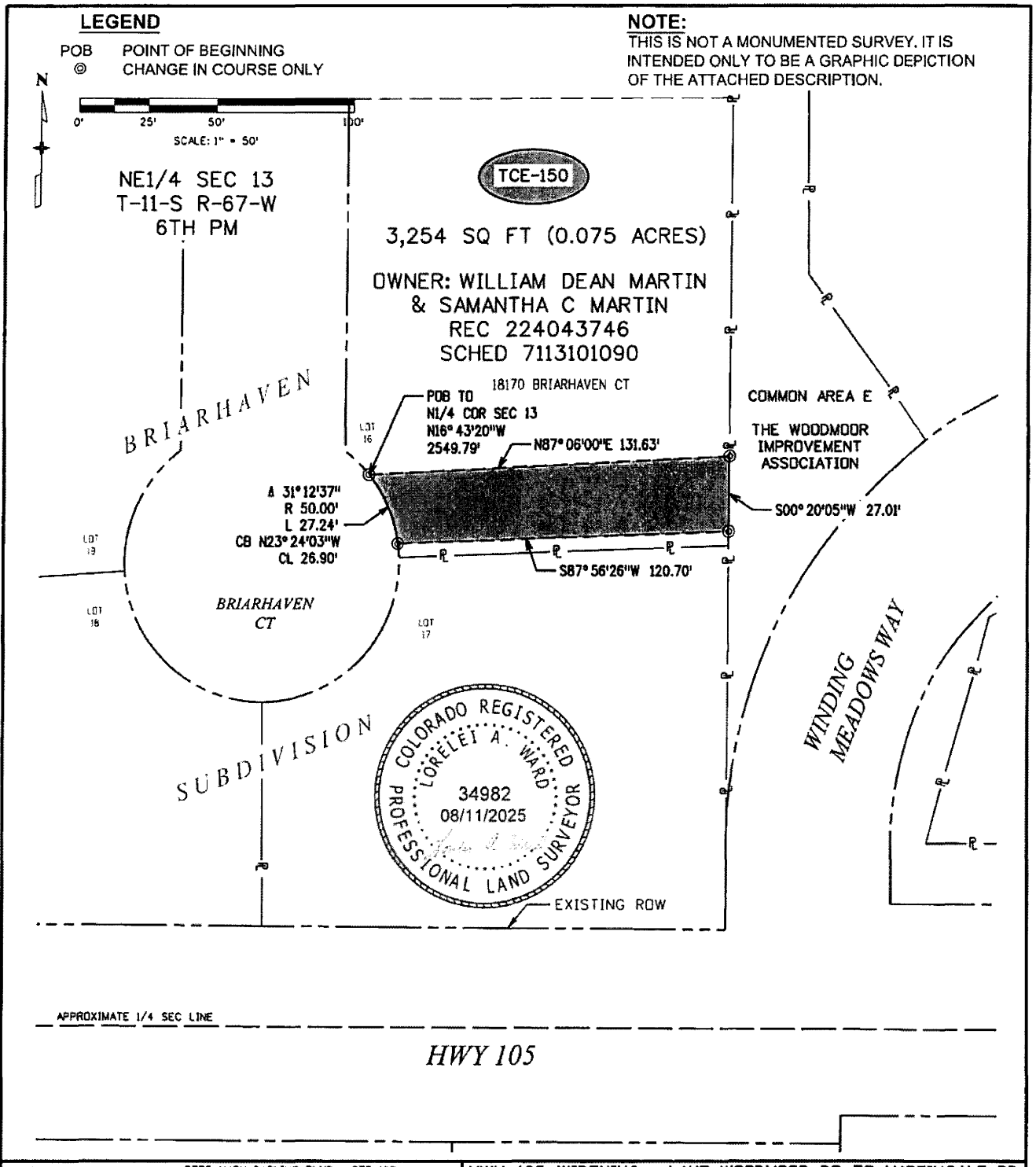
For and on Behalf of El Paso County, Colorado
Lorelei A. Ward, PLS 34982
Farnsworth Group Inc.
5775 Mark Dabling Blvd. - Suite 190
Colorado Springs, CO 80919





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EL PASO COUNTY
COLORADO

PPRTA

HWY 105 WIDENING - LAKE WOODMOOR DR TO MARTINGALE RD
EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT TCE-150

WILLIAM DEAN MARTIN
& SAMANTHA C MARTIN

Project No/Code:	4189
Date:	8/6/2025
Sheet No:	1 of 1

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