

RESOLUTION NO. 19-

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 AGREEMENT (TE-12) ASSOCIATED WITH THE MERIDIAN ROAD/FALCON PARK AND RIDE IMPROVEMENTS 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 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 is constructing improvements to the Meridian Road/Falcon Park and Ride, and as a result of those improvements, the Department of Public Works ("DPW") has identified a need to enter into a Memorandum of Agreement to memorialize the agreement, and to approve and accept a Temporary Construction Easement Agreement (TE-12), copies of which are attached hereto respectively as Exhibits 1 and 2, incorporated herein by reference, from property owned by the Farmers State Bank of Calhan ("Grantor"), to be utilized by the County for the purposes of construction, drainage, slope, maintenance, repair, replacement, operation, ingress and egress; and

WHEREAS, Grantor agrees to grant to El Paso County, a Temporary Construction Easement Agreement (TE-12) for the amount of \$210.60, plus a sum for improvements in the amount of \$455.00, plus an administrative settlement in the amount of \$200.00, for a total rounded-up sum of \$870.00, 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 Agreement to effectuate the hereinabove described transaction for the purposes of construction, drainage, slope, maintenance, repair, replacement, operation, ingress and egress, related to the Meridian Road/Falcon Park and Ride Improvements Project.

NOW THEREFORE, BE IT RESOLVED, the Board of County Commissioners hereby approves the Memorandum of Agreement, and hereby approves and accepts the Temporary Construction Easement Agreement (TE-12) from Grantor and authorizes payment to Grantor from appropriate funds, in the amount of \$870.00, subject to the terms and conditions cited therein.

BE IT FURTHER RESOLVED, that Mark Waller, the duly elected, qualified member and Chair of the Board of County Commissioners, or Longinos Gonzalez, Jr., 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.

RESOLUTION NO. 19-
Page 2

DONE THIS _____ day of _____, 2019, at Colorado Springs, Colorado.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO

By: _____
Chuck Broerman
El Paso County Clerk and Recorder

By: _____
Mark Waller, Chair

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

Project Code: 16079
Project No : AQC C040-025
Location : 7025 Old Meridian Road, Falcon, CO
Parcel # : TE-12
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, **Farmers State Bank of Calhan (GRANTOR)**.

Just compensation was determined by a 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	sq ft <input type="checkbox"/> /acres <input type="checkbox"/>	\$0.00
Non-Exclusive Permanent Easements	sq ft <input type="checkbox"/> /acres <input type="checkbox"/>	\$0.00
Temporary Easements (described in attached exhibit A)	234 sq ft <input checked="" type="checkbox"/> /acres <input type="checkbox"/>	\$210.60
Non-Exclusive Permanent Utility Easement	sq ft <input type="checkbox"/> /acres <input type="checkbox"/>	\$0.00
Improvements: 1 Colorado Blue Spruce 9'		\$455.00
Damages		\$0.00
	Total	\$670.00 (rounded)
	Administrative settlement	\$200.00
	Net Total	\$870.00

Other conditions:


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.

The GRANTOR:

- will at the closing pay all 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.

Initialed: 

Project No.: AQC C040-025

Parcel No.: TE-12

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 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 checked="" 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 \$870.00

Payable to: Farmers State Bank of Calhan

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

Farmers State Bank of Calhan

ATTEST:

By: 

Title: V.P.

Darryl Glenn, President

County Clerk and Recorder

Reference: BoCC resolution # _____

EXHIBIT "A"

PROJECT NUMBER: AQC C040-025

PARCEL NUMBER: TE-12

PROJECT CODE: 16079

DATE: December 5, 2017

DESCRIPTION

A Temporary Easement No. TE-12 of the Department of Transportation, State of Colorado Project No. AQC C040-025 containing 234 sq. ft. (0.005 acres) being part of Lot 1, High Prairie Branch Library and part of the SE 1/4 of the NE 1/4 in Section 12, Township 13 South, Range 65 West of the Sixth Principal Meridian, in El Paso County, Colorado described as follows:

Commencing at the southeast corner of said Section 12, N. 06°31'25" W., a distance of 2,720.40 feet to the easterly right-of-way line of Old Meridian Road, said point being the TRUE POINT OF BEGINNING:

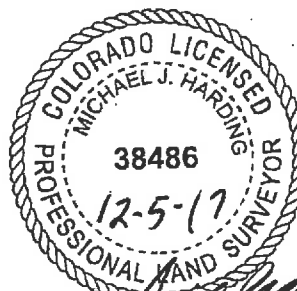
1. Thence, along said easterly right-of-way line, N. 40°28'33" W., a distance of 18.27 feet;
2. Thence N. 49°31'27" E., a distance of 10.00 feet;
3. Thence S. 40°28'33" E., a distance of 28.49 feet;
4. Thence N. 84°50'50" W., a distance of 14.30 feet to the TRUE POINT OF BEGINNING.

The above described Temporary Easement contains 234 sq. ft. (0.005 acres), more or less.

The purpose of the above described Temporary Easement is for roadway construction and grading.

Basis of Bearings: All bearings are based on the south line of the Southeast 1/4 of Section 12 as monumented by a 3 1/4 inch aluminum cap stamped "EL PASO COUNTY DPW T13S S12/S7/S13/S18 R65W R64W 1982 LS 17496" at the Southeast corner of Section 12 and by a 3 1/4 inch aluminum cap stamped "SURVCON INC. T13S R65W 1/4 S12 S13 2003 PLS 30829" at the South 1/4 corner of Section 12, said line bears N. 89°50'31" W.

For and on Behalf of the
County of El Paso
Michael J. Harding, PLS 38486
116 Inverness Drive East, Suite 105
Englewood, CO 80112



Michael J. Harding

EXHIBIT "B"
 PROJECT NUMBER AQC C040-025
 TE-12
 NE 1/4, SECTION 12, T13S - R65W

SE 1/4 - NE 1/4
 SECTION 12, T13S - R65W

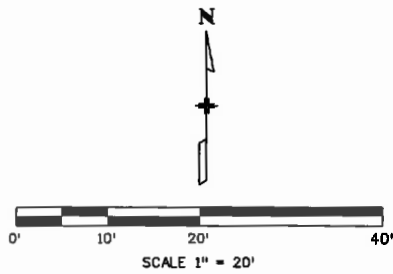
LOT 1
 HIGH PRAIRIE BRANCH LIBRARY

TRACT A
 HIGH PRAIRIE BRANCH LIBRARY

OLD MERIDIAN ROAD

ROW
 518

TE-12
 FARMERS STATE BANK OF CALHAN
 PO BOX 9 CALHAN, CO 80808-0009
 7025 OLD MERIDIAN RD
 PEYTON, CO 80831



US HIGHWAY 24

WOOLPERT
 116 INVERNESS DRIVE EAST #105
 ENGLEWOOD, COLORADO 80112
 (303) 925-1400 PHONE
 (303) 925-1401 FAX

TE-12

PROJECT NO.	75273
DATE	1-3-19
DR.	MH
SHT. #	TE-12

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT TE-12

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("AGREEMENT") is made this ____ day of _____, 20____, between **Farmers State Bank of Calhan**, whose mailing address is P.O. Box 9, Calhan, CO 80808, hereinafter called the Grantor(s), for and in consideration of the sum of TWO HUNDRED TEN DOLLARS and SIXTY Cents (\$210.60), 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, Diagram

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
TE-12

GRANTOR: Farmers State Bank of Calhan

By: Scott Lotz

Title: V.P.

State of Colorado)

) ss

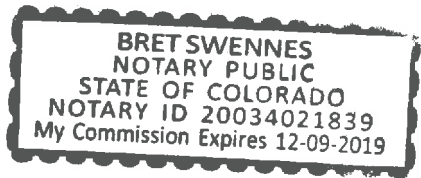
County of El Paso)

The foregoing instrument was acknowledged before me this 14th day of November, 2018, by Scott Lotz as VP of Farmers State Bank of Calhan.

Witness my hand and official seal.

[Signature]
Notary Public

My Commission Expires: 12-09-2019



ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
County Clerk and Recorder

By: _____

State of _____)

) ss

County of _____)

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

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

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PARCEL NUMBER: TE-12
PROJECT CODE: 16079
DATE: December 5, 2017
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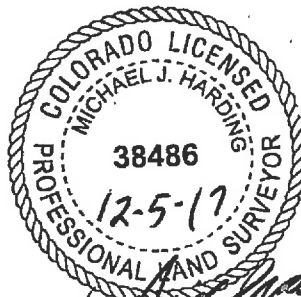
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For and on Behalf of the
County of El Paso
Michael J. Harding, PLS 38486
116 Inverness Drive East, Suite 105
Englewood, CO 80112



Michael J. Harding

EXHIBIT "B"
 PROJECT NUMBER AQC C040-025
 TE-12
 NE 1/4, SECTION 12, T13S - R65W

SE 1/4 - NE 1/4
 SECTION 12, T13S - R65W

LOT 1
 HIGH PRARIE BRANCH LIBRARY

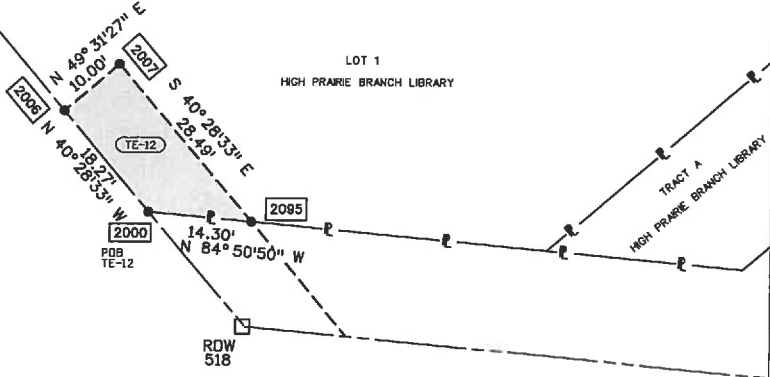
TRACT A
 HIGH PRARIE BRANCH LIBRARY

OLD MERIDIAN ROAD

TE-12
 FARMERS STATE BANK OF CALHAN
 PO BOX 9 CALHAN, CO 80806-0009
 7025 OLD MERIDIAN RD
 PEYTON, CO 80831

PBB
 TE-12

RDW
 518



SCALE 1" = 20'

US HIGHWAY 24

W
WOOLPERT
 116 INVERNESS DRIVE EAST #105
 ENGLEWOOD, COLORADO 80112
 (303) 925-1400 PHONE
 (303) 925-1401 FAX

TE-12

PROJECT NO.	75273
DATE	1-3-19
DR.	MH
SHT. #	TE-12