

BCC

El Paso County Department of Public Works
MEMORANDUM OF AGREEMENT

Project Code: 16079
Project No: AQC C040-025
Location: 6604 Watusi Road, Peyton, CO
Parcel #: TE-28
County: El Paso

This Agreement made on April 6, 2014 (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, **Inhabit That, LLC, a Colorado Limited Liability Company (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 exhibits A & B)	1,034 sq ft <input checked="" type="checkbox"/> /acres <input type="checkbox"/>	\$620.00
Non-Exclusive Permanent Utility Easement	sq ft <input type="checkbox"/> /acres <input type="checkbox"/>	\$0.00
Improvements		\$0.00
Damages		\$0.00
	Gross Total	\$620.00
	Less Credit	\$0.00
	Net Total	\$620.00

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.

Chuck Broerman
05/15/2019 01:28:08 PM
Doc \$0.00 4
Rec \$0.00 Pages

El Paso County, CO

219051919

Initials: 



Project-No.: AQC C040-025		Parcel No.: TE-28	
<p>The GRANTEE:</p> <p>-will be entitled to specific performance of this Agreement upon tender of the agreed consideration.</p> <p>-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.</p> <p>-will prepare the following documents:</p>			
<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 \$620.00		Payable to: Inhabit That, LLC, a Colorado Limited Liability Company	
<p>El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado</p> <p> Mark Waller, Chair I</p> <p>Reference: BoCC resolution # <u>17-0</u></p>		<p>Inhabit That, LLC, a Colorado Limited Liability Company</p> <p>By:  Title: <u>Manager</u></p>	

EXHIBIT "A"

PROJECT NUMBER: AQC C040-025

PARCEL NUMBER: TE-28

PROJECT CODE: 16079

DATE: December 11, 2018

DESCRIPTION

A Temporary Easement No. TE-28 of the Department of Transportation, State of Colorado Project No. AQC C040-025 containing 1,034 sq. ft. (0.024 acres), being part of Lot 39B of the Falcon Vista Subdivision 2, located in the SE 1/4 of the SE 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, thence N. 01°53'03" W., a distance of 1,075.17 feet to the North line of said Lot 39B, said point being the TRUE POINT OF BEGINNING:

1. Thence, along the North line of said Lot 39B, S. 62°18'36" E., a distance of 12.07 feet;
2. Thence S. 06°22'25" E., a distance of 100.90 feet to the South line of said Lot 39B;
3. Thence, along said South line, N. 86°50'53" W., a distance of 10.14 feet;
4. Thence N. 06°22'25" W., a distance of 105.98 feet to the TRUE POINT OF BEGINNING.

The above described Temporary Easement contains 1,034 sq. ft. (0.024 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

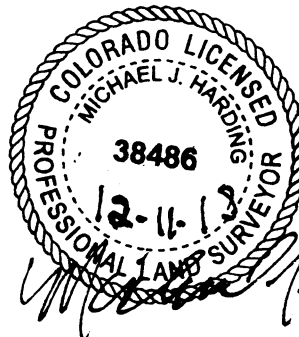
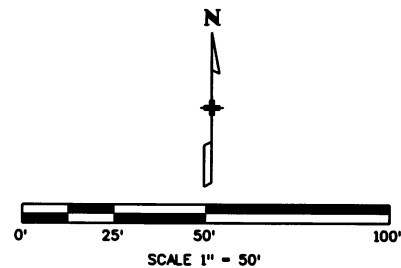


EXHIBIT "B"
PROJECT NUMBER AQC C040-025
TE-28
SE 1/4, SECTION 12, T13S - R65W

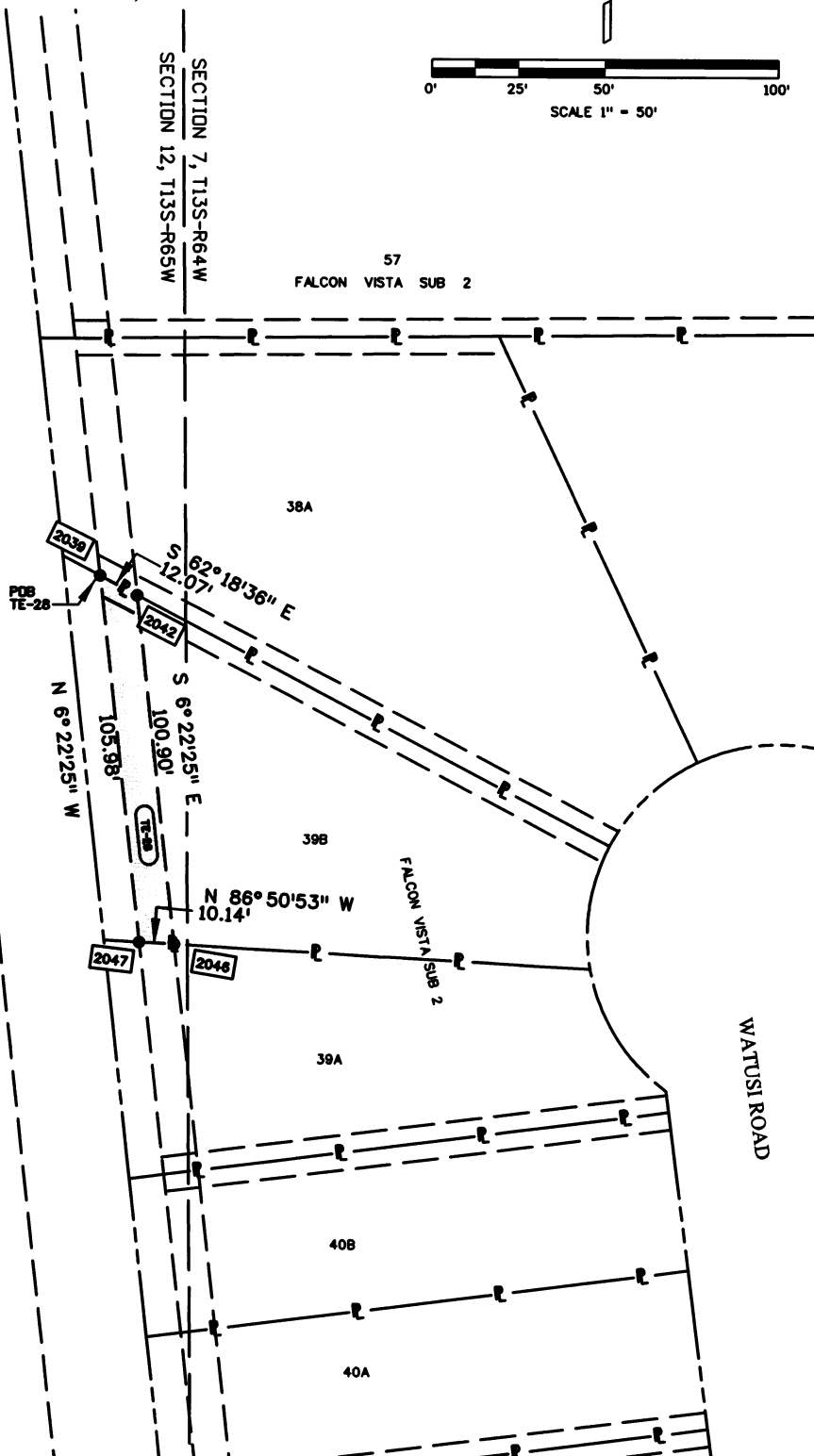


MERIDIAN ROAD N.
WIDTH VARIES

TE-28
1,034 sq. ft.
(0.024)

INHABIT THAT LLC
5860 BIG CANYON DRIVE
ENGLEWOOD, CO 80111-3516
6604 WATUSI RD
PEYTON CO 80831
REC # 209009293

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



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

TE-28

PROJECT NO.
75273
DATE 1-3-19
DR. MH
SHT. # TE-28