

BoCC



RESOLUTION NO. 19- 200

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

**RESOLUTION TO APPROVE A MEMORANDUM OF AGREEMENT AND TO  
APPROVE AND ACCEPT A SPECIAL WARRANTY DEED (RW-5)  
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 a Pikes Peak Rural Transportation Authority (hereinafter "PPRTA") approved project known as the Meridian Road/Falcon Park and Ride Improvements Project, 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 Special Warranty Deed (RW-5), copies of which are attached hereto respectively as Exhibits 1 and 2, incorporated herein by reference, from property owned by Falcon Fire Protection District, a Quasi-Municipal Corporation and Subdivision of the State of Colorado ("Grantor") and as approved by the Falcon Fire Protection District at Exhibit 3, 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 Special Warranty Deed (RW-5) for the sum of \$108,419.00, plus damages in the amount of \$73,305.00, and plus an administrative settlement in the amount of \$36,700.00, for a total rounded up sum of \$218,500.00 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 Special Warranty Deed, 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 Special Warranty Deed (RW-5) from Grantor and authorizes payment to Grantor from PPRTA funds in the amount of \$218,500.00, subject to the terms and conditions cited therein.

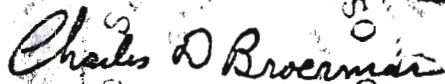
BE IT FURTHER RESOLVED, that Mark Waller, duly elected, qualified member and Chair of the Board of County Commissioners, or Longinos Gonzales, Jr., duly elected, qualified member and Vice Chair of the Board of County Commissioners, be and is hereby authorized and appointed on behalf of the Board to execute any and all documents necessary to carry out the intent of the Board as described herein.

Page 2

DONE THIS 6<sup>th</sup> day of June, 2019, at Colorado Springs, Colorado.

ATTEST

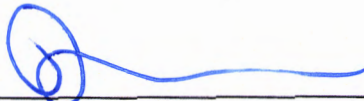
By:



Chuck Broerman  
El Paso County Clerk and Recorder

BOARD OF COUNTY COMMISSIONERS  
EL PASO COUNTY, COLORADO

By:



Mark Waller, Chair

<b>El Paso County Department of Public Works</b> <b>MEMORANDUM OF AGREEMENT</b>	Project Code: 16079	
	Project No : AQC C040-025	
	Location : Old Meridian Road	
	Parcel # : RW-5	
	County : El Paso	

This Agreement made on May 16, 2019 (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, Falcon Fire Protection District, a Quasi-Municipal Corporation and Subdivision of the State of Colorado (GRANTOR).

Just compensation was determined by an appraisal 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 (described in attached exhibits A & B)	24,093 sq ft <input checked="" type="checkbox"/> / acres <input type="checkbox"/>	\$108,419.00
Non-Exclusive Permanent Easements	sq ft <input type="checkbox"/> / acres <input type="checkbox"/>	\$0.00
Temporary Easements	sq ft <input type="checkbox"/> / acres <input type="checkbox"/>	\$0.00
Non-Exclusive Permanent Utility Easement	sq ft <input type="checkbox"/> / acres <input type="checkbox"/>	\$0.00
Improvements		\$0.00
Damages – Incurable		\$73,305.00
	Gross Total	\$181,800.00 (rounded)
	<del>Less Credit</del>	\$36,700.00
	Net Total	\$218,500.00

Administrative Settlement
→

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:

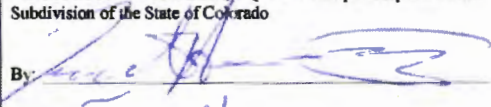
- there are no promises, terms, conditions, or obligations other than those listed on this Agreement.
- this Agreement is binding on both the GRANTOR and GRANTEE and their heirs, devisees, executors, administrators, legal representatives, successors, assigns, and designees.
- the compensation shown on 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.: RW-5	
<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 checked="" type="checkbox"/> Special Warranty Deed <input type="checkbox"/> w/Min Resv. <input type="checkbox"/> Access Deed <input type="checkbox"/> Full Release(s)    Book/Page/Reception # <input type="checkbox"/> Partial Release(s)    Book/Page/Reception # <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		<input type="checkbox"/> Non-Exclusive Permanent Utility Easement <input type="checkbox"/> Non-Exclusive Permanent Easement <input type="checkbox"/> Slope Easement <input type="checkbox"/> Temporary Easement	
Order Check \$218,500.00		Payable to: Land Title Guarantee Company as Escrow Agent for: Falcon Fire Protection District, a Quasi-Municipal Corporation and Subdivision of the State of Colorado	
<p>El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado</p> <p style="text-align: center;">ATTEST:</p> <p>_____ Mark Waller (Chair)</p> <p>_____ County Clerk and Recorder</p> <p>Reference: BoCC resolution # _____</p>		<p>GRANTOR: Falcon Fire Protection District, a Quasi-Municipal Corporation and Subdivision of the State of Colorado</p> <p>By: </p> <p>Title: <u>Fire Chief</u></p>	

**EXHIBIT "A"**

**PROJECT NUMBER: AQC C040-025**

**PARCEL NUMBER: RW-5**

**PROJECT CODE: 16079**

**DATE: December 5, 2017**

**DESCRIPTION**

A tract or parcel of land No. RW-5 of the Department of Transportation, State of Colorado Project No. AQC C040-025, containing 24,093 sq. ft. (0.553 acres), more or less, being part of the NE 1/4 of the SE 1/4 in Section 12, Township 13 South, Range 65 West of the Sixth Principal Meridian, City of Colorado Springs, El Paso County, Colorado, said tract or parcel being more particularly described as follows:

Commencing at the southeast corner of said Section 12, thence N. 31°34'11" W., a distance of 2,335.49 feet to the southwesterly right-of-way line of the Meridian Road right-of-way easement as recorded in Reception Number 205205442, said point being the TRUE POINT OF BEGINNING;

1. Thence, along said southwesterly right-of-way line of the Meridian Road right-of-way easement, N. 40°27'01" W., a distance of 43.68 feet;
2. Thence, continuing along said southwesterly right-of-way line of the Meridian Road right-of-way easement, on the arc of a curve to the right, a radius of 1,480.00 feet, a central angle of 04°08'16", a distance of 106.88 feet, (a chord bearing of N. 38°22'53" W., a distance of 106.86 feet) to the right-of-way line Meridian Road;
3. Thence, along said right-of-way line, N. 49°33'34" E., a distance of 160.47 feet to the northeasterly right-of-way line of the Meridian Road right-of-way easement;
4. Thence, along said northeasterly right-of-way line of the Meridian Road right-of-way easement, on the arc of a curve to the left, a radius of 1,320.00 feet, a central angle of 04°38'21", a distance of 106.88 feet, (a chord bearing of S. 38°07'50" E., a distance of 106.85 feet);
5. Thence, continuing along said northeasterly right-of-way line of the Meridian Road right-of-way easement, S. 40°27'01" E., a distance of 43.71 feet;
6. Thence S. 49°33'34" W., a distance of 160.00 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described parcel contains 24,093 sq. ft. (0.553 acres), more or less.

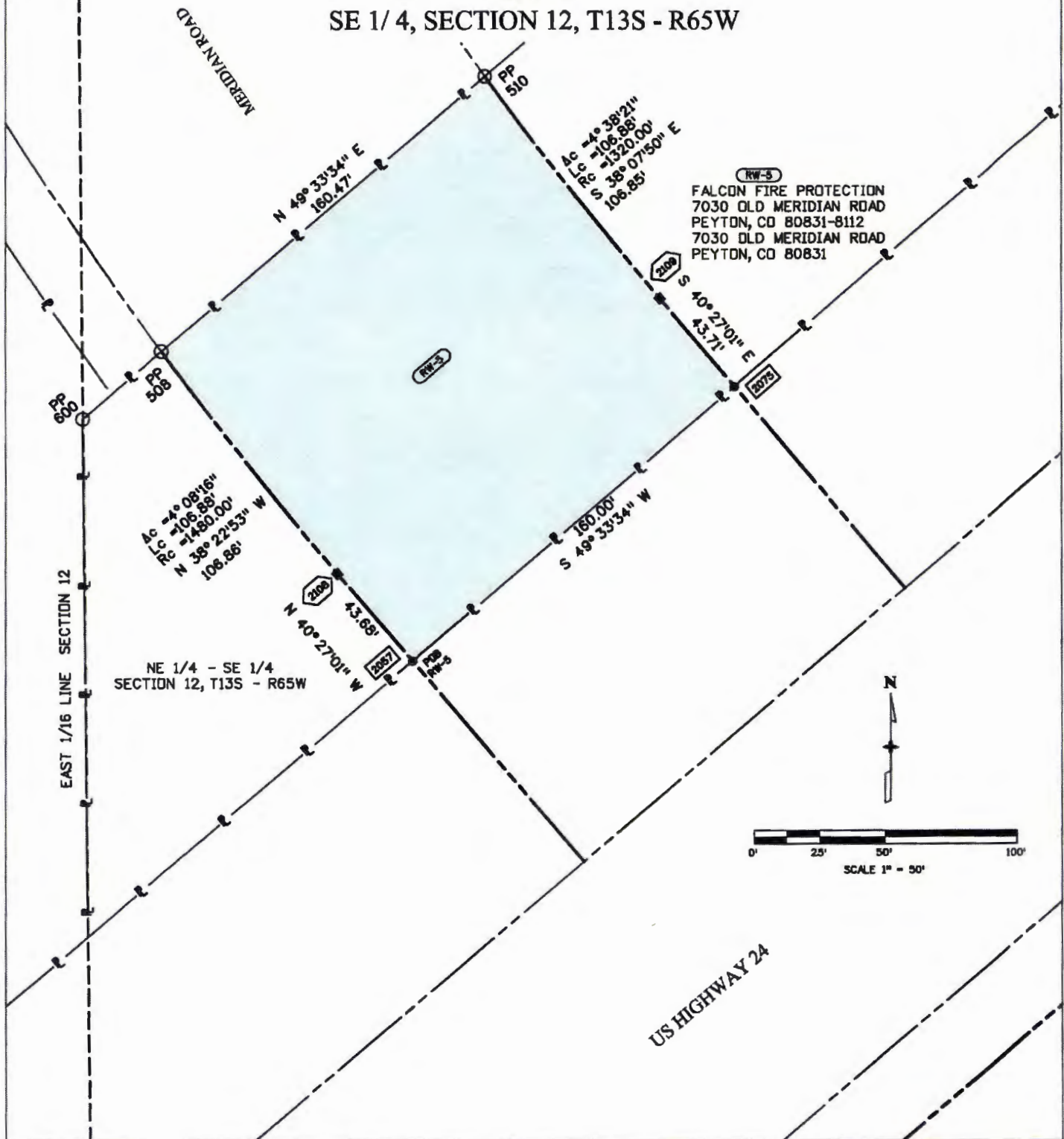
Basis of Bearings: All bearings are based on the south line of the Southeast 1/4 of Section 12 as monumented by a 3 1/4 inch aluminum cap stamped "EL PASO COUNTY DPW T13S S12/S7/S13/S18 R65W R64W 1982 LS 17496" at the Southeast corner of Section 12 and by a 3 1/4 inch aluminum cap stamped "SURVCON INC. 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**  
**RW-5**  
**SE 1/4, SECTION 12, T13S - R65W**



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

**RW-5**

PROJECT NO.	<b>75273</b>
DATE	<b>1-3-19</b>
DR.	<b>MH</b>
SHT. #	<b>RW-5</b>

COPY

## SPECIAL WARRANTY DEED

THIS DEED, made this 16 day of May, 2019, between **Falcon Fire Protection District, a Quasi-Municipal Corporation and Subdivision of the State of Colorado**, whose mailing address is 7030 Old Meridian Road, Peyton, CO 80831 ("Grantor"), and **EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO**, whose street address is 200 S. Cascade Avenue, Colorado Springs, CO 80903 ("Grantee" or "County").

WITNESSETH, that Grantor, for and in consideration of the sum of ONE HUNDRED EIGHT THOUSAND FOUR HUNDRED NINETEEN DOLLARS and No Cents (\$108,419.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, and Grantee's heirs, successors and assigns forever, all the real property, together with all improvements, if any, situate, lying and being in the County of El Paso, State of Colorado described as follows:

**See Exhibits A and B for RW-5, attached hereto and incorporated herein by reference**

TOGETHER WITH all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, and Grantee's heirs, successors and assigns forever. Grantor, for Grantor and Grantor's heirs, successors and assigns, does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of Grantee, and Grantee's heirs, successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor and hereby warrants that the Property is free and clear of any lien or encumbrances, of whatever kind or nature soever, including taxes for 2017 and 2018 tax proration, except any easements, rights-of-way, and restrictions of record and taxes for subsequent years.

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Signature Page Follows



COPY

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

**GRANTOR:** Falcon Fire Protection District, a Quasi-Municipal Corporation and Subdivision of the State of Colorado

By: [Signature] Title: Fire Chief

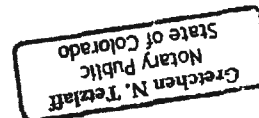
STATE OF Colorado )  
 )  
COUNTY OF El Paso ) SS.

The foregoing instrument was acknowledged before me this 16th day of May, 2019, by Trent Harnig as Fire Chief of Falcon Fire Protection District, a Quasi-Municipal Corporation and Subdivision of the State of Colorado.

Witness my hand and official seal.

[Signature]  
Notary Public

My Commission expires: Oct 19, 2019



**EXHIBIT "A"**

**PROJECT NUMBER: AQC C040-025**

**PARCEL NUMBER: RW-5**

**PROJECT CODE: 16079**

**DATE: December 5, 2017**

**DESCRIPTION**

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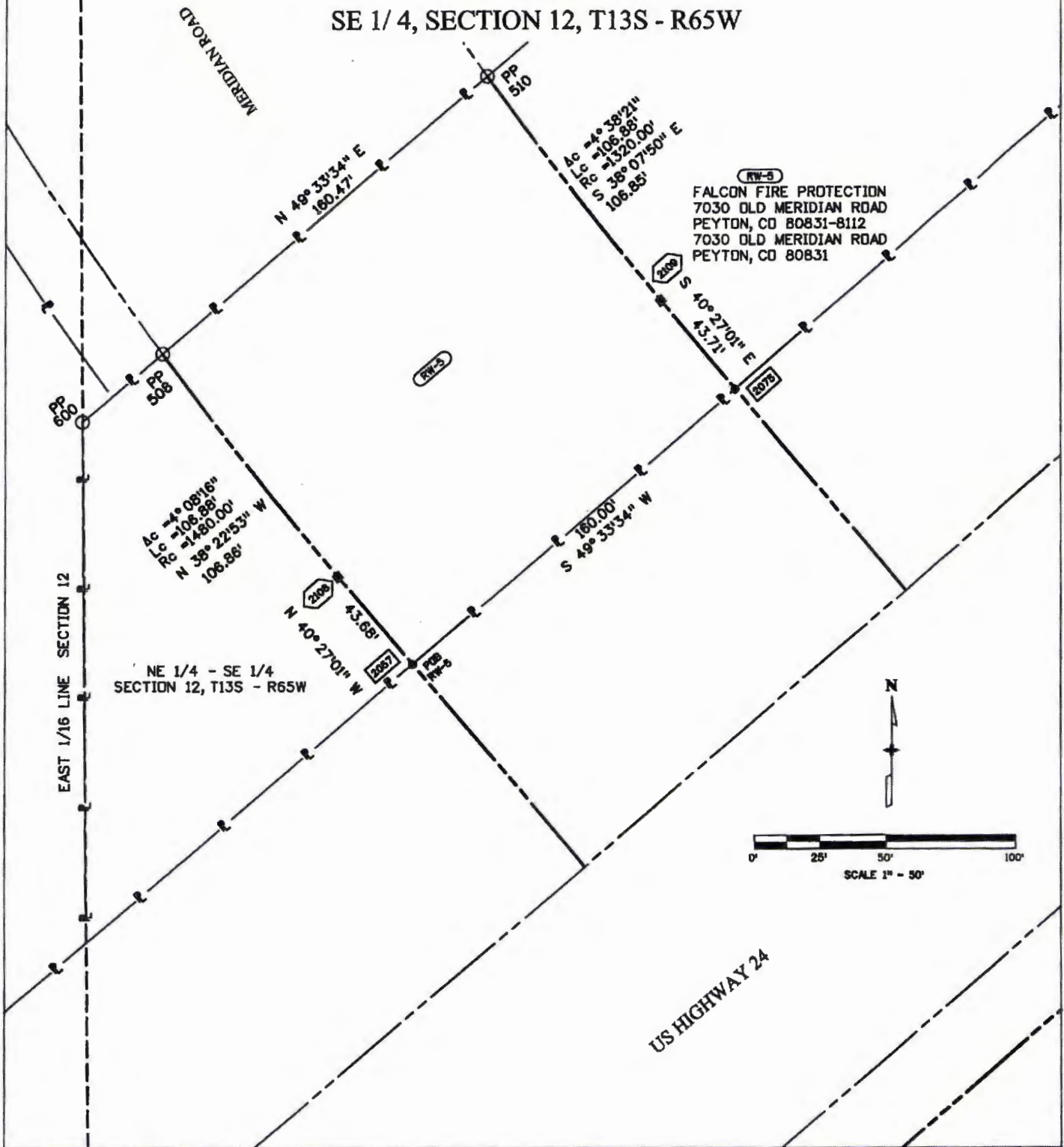
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For and on Behalf of the  
County of El Paso  
Michael J. Harding, PLS 38486  
116 Inverness Drive East, Suite 105  
Englewood, CO 80112



*Michael J. Harding*

**EXHIBIT "B"**  
**PROJECT NUMBER AQC C040-025**  
**RW-5**  
**SE 1/4, SECTION 12, T13S - R65W**



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

**RW-5**

PROJECT NO.	<b>75273</b>
DATE	1-3-19
DR.	MH
SHT. #	RW-5



**RESOLUTION OF THE BOARD OF DIRECTORS OF  
FALCON FIRE PROTECTION DISTRICT  
Resolution No. 5-15-2019-1**

**A RESOLUTION APPROVING CONVEYANCE OF PROPERTY AND  
AUTHORIZING EXECUTION OF DOCUMENTS RELATED THERETO**

WHEREAS, the Falcon Fire Protection District (the "Fire District"), a quasi-municipal corporation and a political subdivision of the State of Colorado, formed pursuant to C.R.S. § 32-1-101, *et seq.* of the Special District Act, to provide fire suppression, fire prevention, rescue, ambulance, hazardous materials and emergency medical services to the citizens and property within its jurisdiction; and

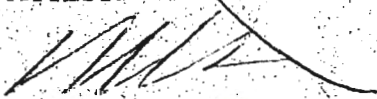
WHEREAS, the Board of Directors (the "Board") of the Fire District is the governing body of the Fire District, and pursuant to C.R.S. §32-1-1001, the Board has the authority to enter into contracts and agreements, and to sell, purchase and lease property.

NOW THEREFORE, be it resolved by the Board of Directors of the Falcon Fire Protection District that:

1. The Board hereby approves the conveyance of the parcel described as RW-5 of the Department of Transportation, State of Colorado Project No. AQC C040-025, containing 0.553 acres ("Hwy 24 Parcel"), as more particularly described in Exhibit A and B to the Special Warranty Deed to El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado ("El Paso County").
2. The Board hereby approves the Memorandum of Agreement by and between the Fire District and El Paso County setting for the terms of the conveyance and rights and obligations of each party (the "Agreement"), effective as of the date stated in the Agreement.
3. The Board hereby authorizes Fire Chief Trent Harwig to execute the Agreement on behalf of the Fire District. The authorization for Chief Harwig to sign the Agreement includes authorization for Chief Harwig to execute of all other documents necessary to effect the transaction, including, but not limited to, execution of the Special Warranty Deed described above, pursuant to the terms of the Agreement.
4. The Board also hereby authorizes Chief Harwig to take all other actions which are reasonably necessary to effect and perform the Agreement.

ADOPTED AND APPROVED as of May 15, 2019.

ATTEST:

  
Michael Collins, Secretary

FALCON FIRE PROTECTION DISTRICT

  
Daniel Kupfer, President