

CITY OF COLORADO SPRINGS

DOCUMENT TRANSMITTAL

Project Code: 12717

Parcel No: 205

Project No: STU M240-046 Unit II

Location: Woodmen Road, Stinson to Powers

Date: March 24, 2015

To: Angela Jones, PPRTA (City of Colorado Springs)

From: Wendy Rodenberg, TRS Corp.

- Condemnation package including supporting data (Condemnation Memorandum and Checklist, Parcel Negotiation Record and Certificate, Offer of Fair Market Value, etc). Original package to RES.
- Check Request for acquisition including supporting data (ROW Settlement Checklist, Memorandum of Agreement/Possession & Use Agreement/Administrative Settlement/Real Estate Purchase Agreement, Fair Market Value/Value Finding, Parcel Negotiation Record and Certificate; Offer of Fair Market Value, Final Offer Letter/Letter of Compromise; miscellaneous correspondence, W-9)
- Check Request for relocation including supporting data (determination, claim form, Relocation Checklist and Certificate and W-9). The following are required for the first request for payment:
  - If residential (First Negotiation Contact; 90 Day Notice; Certification of Residency Status)
  - If business (First Negotiation Contact/90 Day Notice and Certification of Residency Status)
  - If personal property only (First Negotiation Contact/90 Day Notice and Certification of Residency Status)
- Other individual items described below:
- Acquisition Stage Relocation Plan/Displaced Persons Information
- Appraisal dated:            by
- Certified Inventory of Real & Personal Property
- Closing Statement and Receipt
- County Tax Pro-Ration Request (original)
- Deeds             Special Warranty  General Warranty  Quit Claim  Access  Other:
- Encumbrances, Releases     Full  Partial
- Fair Market Value
- Final Offer Letter/Letter of Compromise
- Miscellaneous correspondence
- Offer of Fair Market Value
- Original certificate of taxes due
- Release of Interest
- Relocation Determination/Claim
- Replacement Housing Inspection

Miscellaneous/Remarks:  
Attached is the Acquisition Settlement Package (Administrative Settlement) for Parcel 205 (Fieberling) for your review and approval.

Real Estate Specialist  
Wendy Rodenberg, TRS Corp. *Wendy Rodenberg*

Date: March 24, 2015



**TRANSMITTAL  
CASHIER'S CHECK REQUEST**

**DATE:** March 24, 2015  
**TO:** Angela Jones, PPRTA  
**FROM:** Wendy Rodenberg, TRS Corp.  
**RE:** Acquisition Settlement Package  
Woodmen Road Corridor Improvements Project (Phase II)  
Fieberling (Parcel 205)  
**CC:** Project File(s)

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Attached you will find the following:

Original ROW Settlement Checklist

Original Real Estate Purchase Agreement

City to Date Page 1

City Attorney, Mr. Carlentine and Mr. Chaves to sign/date Page 10

Mr. Carlentine and Mr. Chaves to initial Pages 1-10

Original Recommendation for Settlement

Mr. Carlentine and Mr. Chaves to sign/date Page 3

Original Warranty Deed

City Attorney and Mr. Chaves to sign/date

Original Grant of Permanent Public Improvement Easement

City Attorney and Mr. Chaves to initial Pages 1-2

City Attorney and Mr. Chaves to sign/date Page 2

Original Temporary Construction Easement

City Attorney, Mr. Carlentine and Mr. Chaves to sign/date Page 2

Copy of Executed FMV

Copy of Offer Letter

Copy of Summary Statement of Just Compensation

Copy of Updated Title Commitment

**PLEASE ORDER A CASHIER'S CHECK IN THE AMOUNT OF \$77,000.00 MADE  
PAYABLE TO LAND TITLE AS ESCROW AGENT FOR HERBERT FIEBERLING**

Please return all original executed documents to TRS as we are keeping the original file until the completion of the Project.

**CITY OF COLORADO SPRINGS  
RIGHT OF WAY SETTLEMENT CHECKLIST**

Project Code: 12717

Parcel No: RW205, PE205-REV1, TE205-REV1

Project No: STU M240-046 Unit II

Location: Woodmen Road, Stinson to Powers

Name: Herbert Fieberling

	Yes	No	TC*	Explanation
<b>1. Title information</b>				
A. Is date of title information within 90 days of the agreement date?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B. Have all encumbrances been taken care of on Agreement?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
C. Have utility bills or other assessments been paid to date of closing?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
<b>2. Agreement</b>				
A. Does the amount of settlement agree with Fair Market Value or Administrative Settlement?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B. Have unusual conditions under "other conditions" been approved by ROW Services or Attorney General's Office?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A - No conditions
C. Are proper documents called for? (Deeds, Releases, Etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
D. Is Agreement signed and dated?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
E. Have copies of agreements been distributed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
F. Are the names for the check(s) correct? (Check title info) (Legible copies of liens noted on agreement must be attached to insure necessary release(s) will be prepared.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
G. Is the amount of the check(s) correct? (Are all parties to be paid and amounts listed?)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
H. Is a Power of Attorney, Declaration of Trust, Appointment of Personal Representative or similar document needed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
I. Does agreement call for withholding of money for fixtures, specific performance, removal of improvements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
J. Is an Administrative Settlement Approval included? Have proper parties dated and signed the Administrative Settlement?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City to approve
<b>3. Negotiator's diary</b>				
A. Has demographic information been provided?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B. Has ROW information brochure been provided?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
C. Has negotiator's indicated who was present at the first negotiator's contact?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
D. Has the diary been signed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
E. Has all contacts been listed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>4. Taxes</b>				
A. Is tax certificate included?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
B. Is tax pro-ration included? (not necessary on small amounts)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
C. Is withholding tax involving non-Colorado entities applicable? (Department of Revenue Forms 1083 and 1079)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>5. Miscellaneous</b>				
A. Is offer letter included?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B. Is copy of FMV signed by the Region attached?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
C. Has the parcel been filed for Condemnation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>6. IRS requirements</b>				
A. Attached original W-9, signed by owner.				
B. 1099-S required	<input type="checkbox"/>	yes	<input checked="" type="checkbox"/>	no
If no, check exceptions:	<input type="checkbox"/>	under \$600	<input type="checkbox"/>	Corporation or Insurance Co.
	<input type="checkbox"/>	Governmental Unit	<input type="checkbox"/>	Volume Transfer
	<input checked="" type="checkbox"/>	Escrow Agent/Title Co.	<input type="checkbox"/>	Gift or Donation
C. 1099-MISC.	<input type="checkbox"/>	yes	<input checked="" type="checkbox"/>	no
(required for TEs over \$600)				
If no, check exceptions:	<input type="checkbox"/>	under \$600	<input type="checkbox"/>	Corporation or Insurance Co.
	<input type="checkbox"/>	Governmental Unit	<input type="checkbox"/>	Volume Transfer
	<input checked="" type="checkbox"/>	Escrow Agent/Title Co.	<input type="checkbox"/>	Gift or Donation

Real Estate Specialist signature  
Jeff Perret, TRS Corp.

Date

03/02/15

\*TC - Responsibilities of the Title Company

**REAL ESTATE PURCHASE AGREEMENT**  
Woodmen Road Phase II Improvements Project

This REAL ESTATE PURCHASE AGREEMENT ("Agreement"), dated this 27 day of March, 2015, is by and between **Herbert Fieberling** ("Seller") and the City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation ("City"). Seller and the City may be collectively referred to as the ("Parties") or singularly the ("Party").

Seller and the City agree as follows:

**I. PURCHASE OF PROPERTY**

1.1 Property. Seller is the owner of certain real property located in the County of El Paso, State of Colorado, described as:

**See Exhibit A legally describing, and Exhibit A-1 depicting Parcel No. RW205, in fee simple, attached hereto and made a part hereof; and,**

**See Exhibit B legally describing, and Exhibit B-1 depicting Parcel No. PE205-REV1, a permanent public improvements easement, attached hereto and made a part hereof; and,**

**See Exhibit C legally describing, and Exhibit C-1 depicting Parcel No. TE205-REV1 a temporary construction easement, attached hereto and made a part hereof.**

also known as part of 7044 Gail Place and by El Paso County Tax Schedule No. 63090-10-020 (the above stated parcels referred to collectively as the "Property"). The City desires to purchase the Property from Seller, upon the terms and conditions contained in this Agreement.

Woodmen Phase II  
RES #  
Parcel(s) RW205, PE205-REV1 and TE205-REV1

Property Owner: [Signature] City Ints: @ Mall  
Date: 3/3/15 Date: 3.27.15 3/30/15

1.2 Deposit. No deposit is required.

1.3 Sale and Purchase Price. City hereby agrees to purchase, and Seller hereby agrees to sell to City the Property on the terms and conditions of this Agreement for the total purchase price of Seventy-Seven Thousand and 00/100 Dollars (\$77,000.00) (the "Purchase Price"). The Purchase Price represents total compensation for all interest in the Property, includes all improvements, and full settlement of all and any damages, including any damages to the remainder, occurring to the Seller or Seller's Property, and includes full compensation for the Seller's interests and costs, either present or future, the interest of lienors, and any and all interests, legal or equitable, which are or may be outstanding, respecting the Property. This settlement shall be deemed final.

Restoration shall be made only as expressly provided herein and the consideration includes all losses associated with improvements and /or vegetation, natural or cultivated. Where the Grantor's Property is affected by the City's project, the City shall restore surface conditions to a similar condition as exists prior to the project.

1.4 Force and Effect. If any provision of this Agreement shall be determined to be invalid, illegal or without force by a court of law or rendered so by legislative act, then the remaining provisions of this Agreement shall remain in full force and effect.

## II. CLOSING

2.1 Time and Place. The closing of the purchase of the Property shall be at the offices of Land Title Guarantee Company ("Title Company"), located at 102 S. Tejon, Suite 760, in Colorado Springs, Colorado, 80903, at a date and time to be determined by the parties, (the "Closing") with the escrow instructions to be based on the terms and conditions set forth herein.

2.2 Procedure. At Closing, the following shall occur:

Woodmen Phase II  
RES #  
Parcel(s) RW205, PE205-REV1 and TE205-REV1

Property Owner: [Signature] City Ints: [Signature] mac  
Date: 3/3/15 Date: 3-27-15 3/30/15

- a. City shall open escrow and deliver the fully executed Real Estate Purchase Agreement to the escrow officer within two (2) weeks of the execution hereof by City.
- b. Conveyance Deed. Seller shall convey Parcel RW205, described in **Exhibit A** and depicted on **Exhibit A-1**, to the City by General Warranty Deed, free and clear of any liens or encumbrances whether recorded or unrecorded, but subject to easements, conditions and restrictions of record, provided that these are permitted exceptions by the City, insofar as they may lawfully affect the Property.
- c. Permanent Public Improvement Easement. Seller shall convey Parcel PE205-REV1 a permanent easement in and to the Property described in **Exhibit B** and depicted on **Exhibit B-1** to City by the City's Grant of Permanent Public Improvement Easement, free and clear of any liens or encumbrances whether recorded or unrecorded, but subject to existing easements, conditions and restrictions of record, provided that these are permitted exceptions by the City, insofar as they may lawfully affect the Property.
- d. Temporary Construction Easement. Seller shall convey TE205-REV1 a temporary construction easement(s), as described in **Exhibit C** and depicted on **Exhibit C-1**, to the City by a Grant of Temporary Construction Easement, free and clear of any liens or encumbrances whether recorded or unrecorded, but subject to existing easements, conditions and restrictions of record, insofar as they may lawfully affect the Property.
- e. Sellers Obligation. Seller shall ensure that the Property is free and clear of any and all liens and encumbrances, including the removal of financial indebtedness, other than those exceptions to title specifically permitted by the City. Seller shall obtain and

Woodmen Phase II  
 RES #  
 Parcel(s) RW205, PE205-REV1 and TE205-REV1

Property Owner: [Signature] City Ints: @ mqc  
 Date: 3/3/15 Date: 3.27.15 3/27/15

provide escrow with any and all executed full releases, partial releases, subordinations, and/or release of liens, including Federal or State tax liens, that may have been given or covered on said Property. If Seller does not correct any such title condition, the City may, at its sole discretion, terminate this Agreement and pursue any remedies it may have at law or in equity, including condemnation.

- f. Purchase Price. City shall deliver the Purchase Price to the Title Company, as escrow agent, on or before Closing. Upon satisfaction of all of Seller's obligations hereunder, at Closing the Title Company shall remit the Purchase Price, subject to satisfaction of liens and encumbrances as required and plus or minus any adjustments or prorations identified herein, to the Seller or, at the Seller's direction, to the Seller's creditors.
  
- g. Real Property Taxes and Stormwater Fees. Seller shall be responsible for paying all real property taxes and any Stormwater fees that have accrued through the date of Closing.
  
- h. Closing requirements. The Parties shall deliver to the Title Company any and all affidavits, instruments, and documents as are customarily required in connection with a transfer of real property in the City of Colorado Springs, Colorado. The close of escrow is defined as the recordation of the deed permanent easement which shall vest title to the City of Colorado Springs, the fully executed Temporary Construction Easement, the recordation of any full releases, partial releases, subordinations, and/or release of liens, including Federal or State taxes, and the payment to Seller, or the Seller's creditors at the direction of Seller, of the Purchase Price stated in Section 1.3, herein above.

- 2.3 Possession. Subject to the City's relocation policy, Seller shall deliver possession of the Property to City upon deposit of the Purchase Price in escrow with the Title Company.
- 2.4 Closing Costs. City shall pay recording fees, applicable documentary fees, and for the Title Company's closing fee.
- 2.5 Title Policy. A title commitment will be secured by City for the City's review in advance of Closing. Closing is contingent upon City's satisfaction with the title commitment prior to Closing. Title insurance, if required, will be paid for by the City.

**III. CONDITION OF PROPERTY**

- 3.1 Physical Condition of Property. City acknowledges that Seller has made no representations or warranties concerning the condition of soils on the Property, drainage conditions on the Property, or any other matter pertaining to the physical or environmental condition of the Property.

**IV. REMEDIES FOR BREACH**

- 4.1 Remedies. This Agreement requires specific performance by the Seller, and the City may enforce specific performance of this Agreement in the event the Seller fails or refuses to perform. City, at its sole discretion, may terminate this Agreement by written notice to Seller and the Parties shall then be released from all obligations under this Agreement.

**V. NOTICES AND OTHER DELIVERIES**

- 5.1 Notices and Other Deliveries. Any notice or other documents or materials required or permitted to be delivered by this Agreement shall be deemed properly delivered upon receipt by the Party to whom the documents or materials are to be delivered. Notices may be hand delivered, sent by first-class mail, return receipt requested, with postage prepaid, or transmitted by electronic facsimile. Notices shall be addressed and delivered as follows:

Woodmen Phase II  
 RES #  
 Parcel(s) RW205, PE205-REV1 and TE205-REV1

Property Owner: [Signature] City Ints: [Signature]  
 Date: 3/3/15 Date: 3-27-15 3/20/15



5.2

If to Seller: Herbert Fieberling 7044 Gail Place Colorado Springs, CO 80920 Phone: 719-599-8832 E-mail: lfieb@centurylink.net	If to City: City of Colorado Springs Ronn Carlentine, Real Estate Services 30 South Nevada, Suite 502 Colorado Springs, CO 80903 Phone: (719) 385-5605 Fax: (719) 385-5610 E-mail: rcarlentine@springsgov.com
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Either Party may, by notice properly delivered, change the person or address to which future notices or delivery to that Party shall be made.

### VI. INTERPRETATION OF AGREEMENT

- 6.1 Governing Law. This Agreement is subject to and shall be interpreted under the laws of the State of Colorado, and the Charter, City Code, ordinances, rules and regulation of the City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation. Court venue and jurisdiction shall be exclusively in the Colorado District Court for El Paso County, Colorado. The Parties agree that this Agreement shall be deemed to have been made in, and the place of performance is deemed to be in, the City of Colorado Springs, El Paso County, State of Colorado.
- 6.2 Headings. The article and section headings in the Agreement are for convenience only, and shall not be used in its interpretation or considered part of this Agreement.
- 6.3 Appropriation of Funds. In accord with Colorado Constitution, Article X, Section 20, and the City Charter, performance of the City's obligations under this Agreement is expressly subject to appropriation of funds by the City Council and/or Pikes Peak Rural Transportation Authority (PPRTA) and the availability of those appropriated funds for expenditure. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this Agreement, or appropriated funds may not be expended due to Constitutional or City Charter spending limitations, then the City may terminate this Agreement without compensation to Seller.

Woodmen Phase II  
RES #  
Parcel(s) RW205, PE205-REV1 and TE205-REV1

Property Owner: [Signature] City Ints: @ MCEC  
Date: 3/3/15 Date: 8.27.15 3/30/15

6.4 Special Provisions.



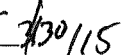
- a. Authority to Acquire Property. This is an approved PPRTA capital improvement project and this Agreement is non-binding until such time as it is approved by the PPRTA Board and City Council as applicable.
- b. Closing is contingent upon the City's environmental review or audit and acceptance of the condition of the Property pursuant to City Code Section 7.7.1802.
- c. Seller agrees that no new easements, liens or encumbrances shall be placed on the Property from the time of Agreement execution through Closing, except any easement so designated by the City.
- d. On behalf of the City, the Real Estate Services Manager, or designee, shall execute the necessary escrow instructions and/or additional instructions, and acceptance of property interests which may be required to complete the closing of this real property transaction.

6.5 No Third Party Beneficiary. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claims or right of action by any other or third person or entity. It is the express intention of the Parties that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

6.6 Agreement. This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the Parties.

6.7 Assignment. Seller shall not assign or otherwise transfer this Agreement or any right or obligation under this Agreement.


Woodmen Phase II  
RES #  
Parcel(s) RW205, PE205-REV1 and TE205-REV1

Property Owner:  City Ints:   
Date: 3/3/15 Date: 3-27-15 

- 6.8 Entire Agreement, Modification, Survival. This Agreement, together with all attachments, constitutes the entire contract between the Parties relating to the purchase and sale of the Property, and any prior agreements pertaining to the subject of this Agreement, whether oral or written, have been merged and integrated into this Agreement. No subsequent modification of any of the terms of this Agreement shall be valid, binding upon the Parties, or enforceable unless made in writing and signed by all the Parties. Any obligation in this Agreement that, by its terms, is intended to be performed after termination or Closing shall survive Closing.
- 6.9 Time. Time is of the essence in this Agreement.
- 6.10 Certification of Signatory(ies). Seller represents and warrants that Seller is the sole owner(s) of the Property, that the person(s) executing this Agreement is/are authorized to execute this Agreement on behalf of the Seller, and that no additional signatures are required to carry out the Seller's obligations contemplated herein.

INTENTIONALLY LEFT BLANK  
SIGNATURE PAGES TO FOLLOW

Woodmen Phase II  
RES #  
Parcel(s) RW205, PE205-REV1 and TE205-REV1

Property Owner:  City Ints: @ Mac  
Date: 3/3/15 Date: 3.22.15 3/20/15

VII. SIGNATURE PAGES

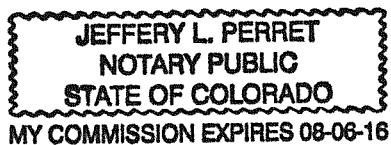
Seller: Herbert Fieberling

By: [Signature]

3/3/15  
Date

State of Colorado )  
County of EL PASO ) ss.

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of March, 2015, by Herbert Fieberling.



Witness my hand and official seal

My commission Expires: 08-06-16

[Signature]  
Notary Public

INTENTIONALLY LEFT BLANK  
CITY'S SIGNATURE PAGE FOLLOWS

Woodmen Phase II  
RES #  
Parcel(s) RW205, PE205-REV1 and TE205-REV1

Property Owner: [Signature] City Ints: @ Mac  
Date: 3/3/15 Date: 3.27.15 3/30/15



## EXHIBIT "A"

Project No. STU M240-046 Unit II

Project Code: 12717

Date: August 01, 2014

### DESCRIPTION

A tract or parcel No. RW205 of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 16, Block 3, of Columbine Estates recorded with reception No. 199789 in the records of El Paso County, Colorado, located in the NE 1/4 Section 9, Township 13 South, and Range 66 West of the 6th Principal Meridian, City of Colorado Springs, El Paso County, Colorado, more particularly described as follows:

Beginning at the southwest corner of said lot 16;

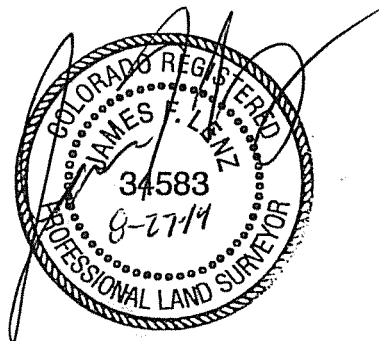
- 1) Thence N00°27'03"W on the west line of lot 16, a distance of 86.35 feet to a non tangent curve to the left;
- 2) Thence on the arc of said curve, having a radius of 185.00 feet, a delta angle of 24°09'56", an arc length of 78.03 feet, whose long chord bears S77°40'32"E a distance of 77.45 feet;
- 3) Thence S89°45'30"E a distance of 264.49 feet to the east line of lot 16;
- 4) Thence S00°27'03"E on said east line, a distance of 50.46 feet to a point of curve to the right;
- 5) Thence on the arc of said curve, having a radius of 15.00 feet, a delta angle of 89°54'00", an arc length of 23.54 feet, whose long chord bears S44°29'57"W a distance of 21.19 feet;
- 6) Thence S89°26'57"W on the south line of lot 16, a distance of 325.03 feet to the point of beginning.

The above tract of land contains 23,399 square feet or 0.537 acres more or less.

Basis of Bearings for this description are based on the North line of the Northeast Quarter of section 10, Township 13 South, Range 66 West of the 6th Principal Meridian, El Paso County Colorado, said line bears N89°22'46"E a distance of 2619.18 feet from the North 1/4 corner of Section 10 (monumented with a 3 1/4" Alum. Cap PLS 10377) to the Northeast corner of section 10 (monumented with a 3 1/4" Alum. Cap PLS 10956)

The forgoing description has been prepared by or under my direct supervision.

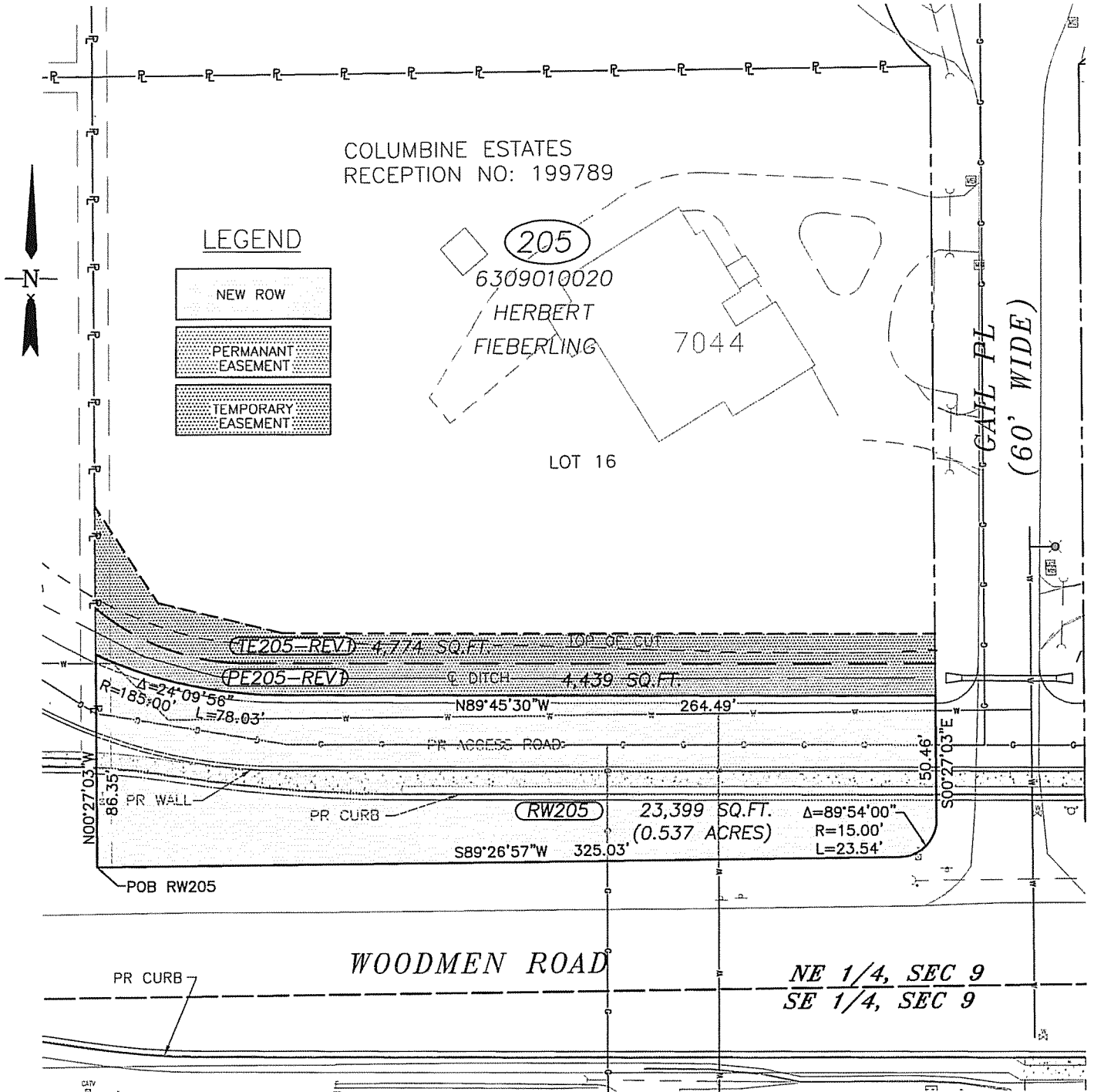
**James F. Lenz PLS 34583**  
**For and on behalf of**  
**Ridgeline Land Surveying LLC.**



LEGAL DESCRIPTION EXHIBIT "A-1"

PARCEL NO. RW205 OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO, PROJECT NO. STU M240-046 UNIT II, LOCATED IN THE NE 1/4 SECTION 9, TOWNSHIP 13 SOUTH, AND RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO

SHEET 1 OF 1



THIS SURVEY MAP DOES NOT REPRESENT A MONUMENTED SURVEY AND IS ONLY INTENDED TO ILLUSTRATE THE ATTACHED LEGAL DESCRIPTION.

SCALE 1"=60'  
DATE: 8/01/14

**RIDGELINE**  
**LAND SURVEYING LLC**  
31 EAST PLATTE AVE, SUITE 206  
COLORADO SPRINGS, CO 80903  
TEL: (719) 238-2917

## EXHIBIT B

Project No. STU M240-046 Unit II  
Project Code: 12717  
Date: August 01, 2014  
Easement Purpose: Storm Drain Maintenance

### DESCRIPTION

A tract or parcel No. PE205-REV1 of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 16, Block 3, of Columbine Estates recorded with reception No. 199789 in the records of El Paso County, Colorado, located in the NE 1/4 Section 9, Township 13 South, and Range 66 West of the 6th Principal Meridian, City of Colorado Springs, El Paso County, Colorado, more particularly described as follows:

Commencing at the southwest corner of said lot 16, Thence N00°27'03"W on the west line of lot 16, a distance of 86.35 feet to the point of beginning;

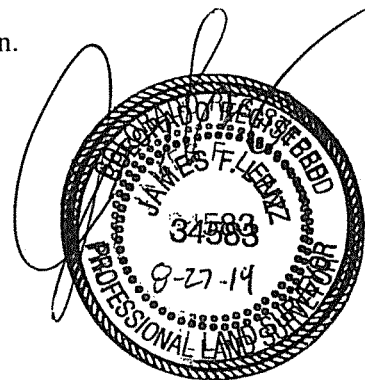
1. Thence N00°27'03"W continuing on said west line, a distance of 18.85 feet to a non-tangent curve to the left;
2. Thence on the arc of said curve, having a radius of 94.00 feet, having a delta angle of 40°03'38", an arc length of 65.72 feet, whose long chord bears S69°43'41"E a distance of 64.39 feet;
3. Thence S89°45'30"E a distance of 279.79 feet the east line of said lot 16;
4. Thence S00°27'03"E on said east line, a distance of 13.00 feet;
5. Thence N89°45'30"W a distance of 264.49 feet to a point of curve to the right;
6. Thence on the arc of said curve, having a radius of 185.00 feet, having a delta angle of 24°09'56", an arc length of 78.03 feet, whose long chord bears N77°40'32"W a distance of 77.45 feet to the point of beginning.

The above tract of land contains 4,439 square feet or 0.102 acres more or less.

Basis of Bearings for this description are based on the North line of the Northeast Quarter of section 10, Township 13 South, Range 66 West of the 6th Principal Meridian, El Paso County Colorado, said line bears N89°22'46"E a distance of 2619.18 feet from the North 1/4 corner of Section 10 (monumented with a 3 1/4" Alum. Cap PLS 10377) to the Northeast corner of section 10 (monumented with a 3 1/4" Alum. Cap PLS 10956)

The forgoing description has been prepared by or under my direct supervision.

**James F. Lenz PLS 34583**  
**For and on behalf of**  
**Ridgeline Land Surveying LLC.**

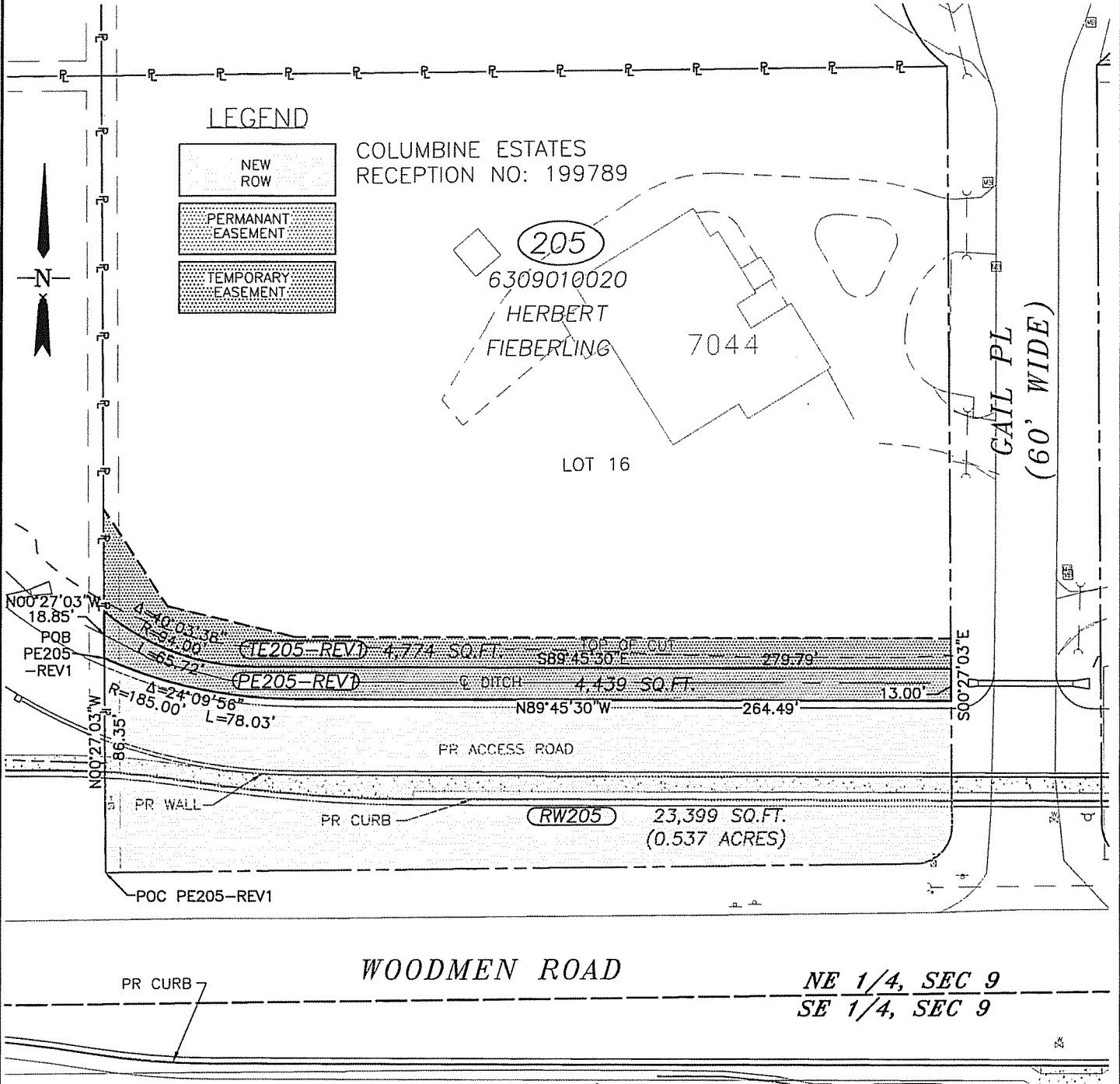




LEGAL DESCRIPTION EXHIBIT B-1

PARCEL NO. PE205-REV1 OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO,  
 PROJECT NO. STU M240-046 UNIT II, LOCATED IN THE NE 1/4 SECTION 9, TOWNSHIP 13  
 SOUTH, AND RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COLORADO  
 SPRINGS, EL PASO COUNTY, COLORADO

SHEET 1 OF 1



THIS SURVEY MAP DOES NOT REPRESENT A  
 MONUMENTED SURVEY AND IS ONLY INTENDED  
 TO ILLUSTRATE THE ATTACHED LEGAL  
 DESCRIPTION.

SCALE 1"=60'  
 DATE: 8/01/14

**RIDGELINE**  
**LAND SURVEYING LLC**  
 31 EAST PLATTE AVE, SUITE 206  
 COLORADO SPRINGS, CO 80903  
 TEL: (719) 238-2917

## EXHIBIT C

Project No. STU M240-046 Unit II

Project Code: 12717

Date: August 01, 2014

Easement Purpose: Access Road Construction and Grading

### DESCRIPTION

A tract or parcel No. TE205-REV1 of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 16, Block 3, of Columbine Estates recorded with reception No. 199789 in the records of El Paso County, Colorado, located in the NE 1/4 Section 9, Township 13 South, and Range 66 West of the 6th Principal Meridian, City of Colorado Springs, El Paso County, Colorado, more particularly described as follows:

Commencing at the southwest corner of said lot 16, Block 3, thence N00°27'03"W on the west line of lot 16, a distance of 105.20 feet to the point of beginning;

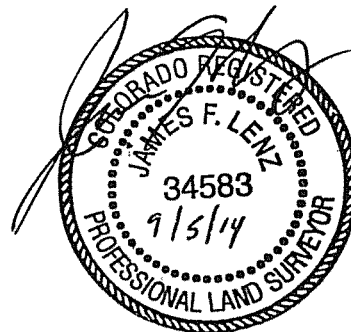
1. Thence N00°27'03"W continuing on said west line, a distance of 41.30 feet;
2. Thence S33°11'29"E a distance of 47.00 feet;
3. Thence S76°16'17"E a distance of 52.00 feet;
4. Thence S89°45'30"E a distance of 264.18 feet;
5. Thence S00°27'03"E a distance of 12.00 feet;
6. Thence N89°45'30"W a distance of 279.79 feet to a point of curve to the right;
7. Thence on the arc of said curve, having a radius of 94.00 feet, having a delta angle of 40°03'38", an arc length of 65.72 feet, whose long chord bears N69°43'41"W a distance of 64.39 feet to the point of beginning.

The above tract of land contains 4,774 square feet or 0.110 acres more or less.

Basis of Bearings for this description are based on the North line of the Northeast Quarter of section 10, Township 13 South, Range 66 West of the 6th Principal Meridian, El Paso County Colorado, said line bears N89°22'46"E a distance of 2619.18 feet from the North 1/4 corner of Section 10 (monumented with a 3 1/4" Alum. Cap PLS 10377) to the Northeast corner of section 10 (monumented with a 3 1/4" Alum. Cap PLS 10956)

The forgoing description has been prepared by or under my direct supervision.

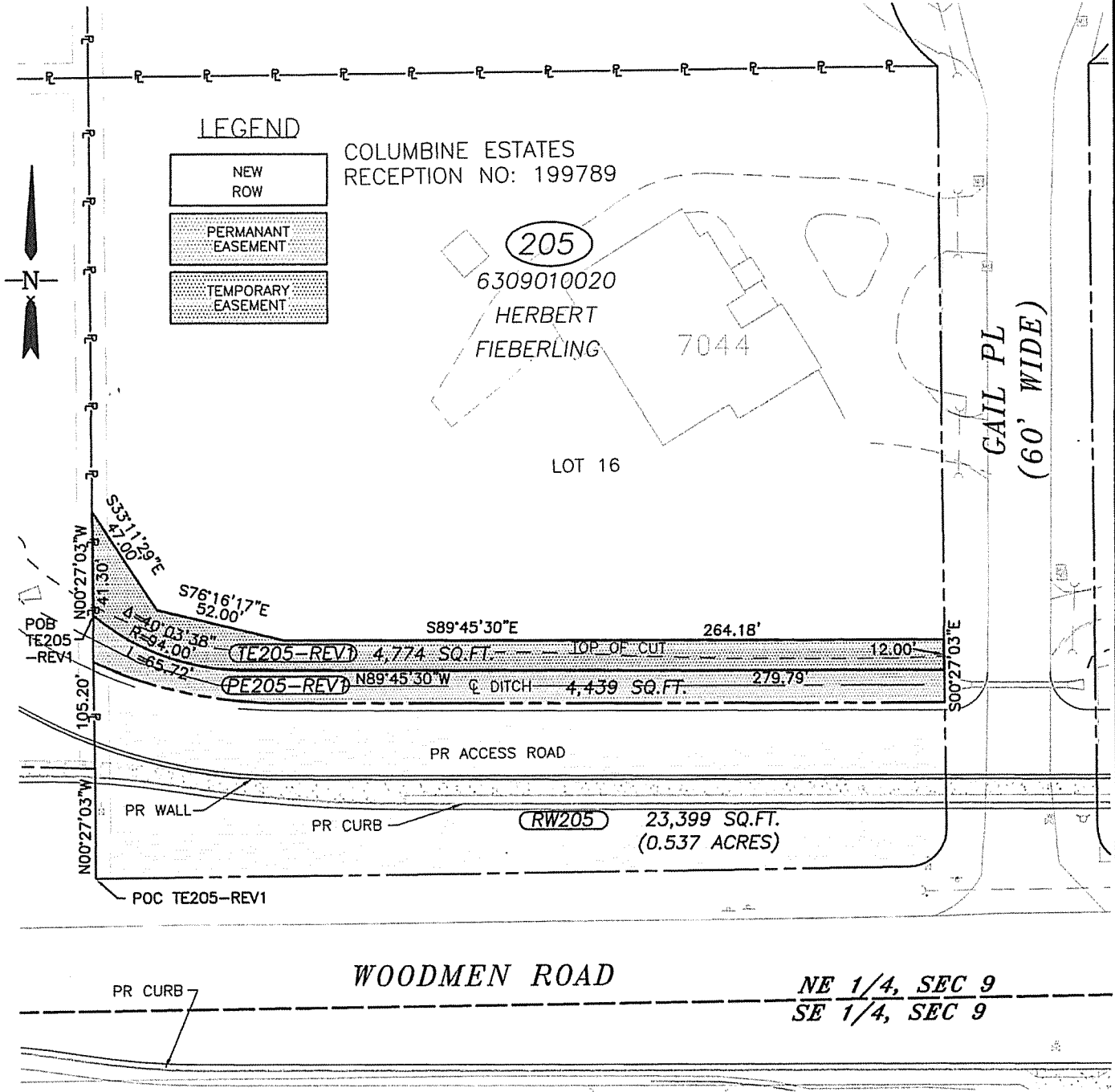
**James F. Lenz PLS 34583**  
For and on behalf of  
**Ridgeline Land Surveying LLC.**



LEGAL DESCRIPTION EXHIBIT C-1

PARCEL NO. TE205-REV1 OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO,  
PROJECT NO. STU M240-046 UNIT II, LOCATED IN THE NE 1/4 SECTION 9, TOWNSHIP 13  
SOUTH, AND RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COLORADO  
SPRINGS, EL PASO COUNTY, COLORADO

SHEET 1 OF 1



COLUMBINE ESTATES  
RECEPTION NO: 199789

LEGEND

- NEW ROW
- PERMANENT EASEMENT
- TEMPORARY EASEMENT

205  
6309010020  
HERBERT  
FIEBERLING

7044

LOT 16

GAIL PL  
(60' WIDE)

POB TE205-REV1  
N00°27'03"W 105.20'  
S53°11'29"E 100.15'  
S76°16'17"E 52.00'  
S89°45'30"E 264.18'  
N89°45'30"W 279.79'  
S00°27'03"E  
12.00'  
PR ACCESS ROAD  
PR WALL  
PR CURB  
POC TE205-REV1  
TE205-REV1 4,774 SQ.FT.  
PE205-REV1 4,439 SQ.FT.  
RW205 23,399 SQ.FT. (0.537 ACRES)TOP OF CUT  
DITCH

WOODMEN ROAD

NE 1/4, SEC 9  
SE 1/4, SEC 9

**RIDGELINE**  
**LAND SURVEYING LLC**  
31 EAST PLATTE AVE, SUITE 206  
COLORADO SPRINGS, CO 80903  
TEL: (719) 238-2917

THIS SURVEY MAP DOES NOT REPRESENT A  
MONUMENTED SURVEY AND IS ONLY INTENDED  
TO ILLUSTRATE THE ATTACHED LEGAL  
DESCRIPTION.

SCALE 1"=60'  
DATE: 8/01/14

**COLORADO DEPARTMENT OF TRANSPORTATION  
RECOMMENDATION FOR SETTLEMENT  
LOCAL AGENCY-CITY OF COLORADO SPRINGS**

REGION:	2	PARCEL NO:	RW205, PE205-REV1, TE205-REV1
PROJECT NO:	STU M240-046 Unit II	OWNER NAME:	Herbert Fieberling
PROJECT CODE:	12717	COUNTY:	El Paso
LOCATION:	Woodmen Road - Colorado Springs	TRIAL DATE:	N/A
DOT ATTY:	N/A	AG NO:	N/A

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> ADMINISTRATIVE SETTLEMENT – REGION | <input type="checkbox"/> LEGAL SETTLEMENT |
| <input type="checkbox"/> ADMINISTRATIVE SETTLEMENT – CENTRAL OFFICE    | <input type="checkbox"/> OTHER SETTLEMENT |

**PROPOSED SETTLEMENT AMOUNT**

The amount of the proposed Settlement is:	\$	\$77,000.00
The established fair market value is:	\$	\$70,250.00
The amount of variance is:	\$	\$6,750.00

**SUPPORT DATA**

Owner Appraisal	\$	77,000.00	Appraiser	Thomas Colon, Cert Gen Appraiser
Second Owner Appraisal (if Applicable)	\$	N/A	Appraiser	N/A
City Appraisal	\$	\$70,250.00	Appraiser	Kyle L. Wigington
Second CITY Appraisal	\$	N/A	Appraiser	N/A

Distribution:      City of Colorado Springs – Real Estate Services- ORIGINAL  
City of Colorado Springs – Roadway Engineering  
CDOT Region 2 Right of Way

The Woodmen Road Corridor Improvements, Phase II ("Project"), require the City of Colorado Springs ("City") to acquire interests in real property from Herbert Fieberling ("Owner"). The Owner's property is located on the northwest corner of Woodmen Road and Gail Place in Colorado Springs. The Owner's property is legally described as Lot 16, Block 3, Columbine Estates, County of El Paso, State of Colorado and is further identified by El Paso County Assessor Parcel No. 6309010020. The Owner's property is zoned "R/cr" (single family residential estate/condition of record), containing a gross land area of 2.51 acres, more or less. The Owner's property is improved with a wood frame, 3,350 sf ranch style single family residential property. The vertical improvements are unaffected by the Project.

The parcels to be acquired by the City are: RW205, a partial acquisition in fee simple; PE205-REV1, a permanent easement for the purpose of storm drain maintenance; and TE205-REV1, a temporary easement for the purpose of access road construction and grading. The above referenced parcels are hereafter referred to as the Project Parcels.

Kyle L. Wigington, J.D., a certified general appraiser with Land Services, Inc., prepared an appraisal on behalf of the City to determine the value of the Project Parcels. The date of value of said appraisal was October 23, 2014 and the date of the report was October 24, 2014. Mr. Wigington's appraisal concluded a total value of the Project Parcels to be acquired of \$70,250.00. The breakdown of the approved fair market value is as follows:

Parcel RW205 (fee simple)	23,399 sf @ \$1.70/sf	= \$39,778.00
PE205 (permanent easement)	4,439 sf @ \$1.70/sf x 75%	= \$ 5,660.00
TE205-REV1 (temporary easement)	4,774 sf @ \$1.70/sf x 10%/annum	= \$ 812.00
Improvements, trees		= \$24,000.00
Damages		= \$ 0.00
TOTAL		= \$70,250.00

The City's appraisal was reviewed by CDOT, and the City's approved Fair Market Value was \$70,250.00 based upon said appraisal. The offer to acquire in the amount of \$70,250.00, dated February 5, 2015, was delivered to the owner and reviewed by an agent for TRS Corp.

The Owner obtained an independent appraisal from Thomas Colon, Certified General Appraiser, whose appraised value of Project Parcels, improvements, and compensable damages was \$77,000.00. Each appraiser utilized sales of comparable vacant properties that sold within similar markets. The Owner's appraisal identifies incurable damages related proximity of the new access road.

Upon negotiations with the Owner, the Owner countered the City's offer requesting a settlement amount of \$77,000.00, the value of the property owner appraisal. The counter offer is approximately 10% above the approved offer amount. The Owner's proposed settlement includes payment for takings, easements, affected improvements, and damages. The unit value of the land and the improvement value between the appraisals are comparable. The Owner believes there will be a deduction in value to the residence, above the value of the part taken, for the reduction in setback to the public right of way.

The application of proximity damages is subjective, but the Owner's appraiser has attempted to quantify with paired sales and local expert opinions. A commission or jury may give proximity damages credence as presented. The settlement represents the Owner's appraisal value. The settlement of \$77,000.00, as proposed, will resolve this matter amenable and within the range of the appraisals. Furthermore, this settlement will avert the costs to the City to update its appraisal and the Owner's appraisal, the costs for expert witnesses and consultants, and the time and legal costs associated with a condemnation.

Accordingly, I recommend its approval by the City of Colorado Springs and the Colorado Department of Transportation.

- The variance from the FAIR MARKET VALUE appears substantial and the proposed settlement cannot be justified in accordance with Federal Aid Regulations. If settlement is made as proposed, \$ \_\_\_\_\_ of the amount of VARIANCE should be taken as non-participating.

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**REGION 2 APPROVAL**

APPROVED FOR SETTLEMENT: Wanne Trindlo 3/20/15  
 CDOT Region 2, ROW Manager Date

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**CITY OF COLORADO SPRINGS APPROVAL**

Recommend Settlement: [Signature] 3/11/15  
 Right of Way Specialist  
TRS Corp Date  
On behalf of the City of CO Springs

Approved for Settlement: [Signature] 3.27.15  
Real Estate Svcs. Mgr, City of CO Springs Date

[Signature] 3/30/15  
Senior Civil Engineer, City of CO Springs Date

## INSTRUCTIONS FOR COMPLETION OF THE RECOMMENDATION FOR SETTLEMENT (FORM 227)

This form is used to provide a self-explanatory narrative of all considerations that support a settlement. The relevant parcel details, factors considered in the settlement, and reasoning used in arriving at the settlement amount must be clearly explained.

The extent of the written recommendation must be consistent with the situation, circumstances and the consideration involved. The component parts of the settlement, land, improvements, real estate damages, fees and costs, etc., must be itemized to the greatest extent possible.

Recommendations for settlement of federal aid parcels must emphasize federal participating items. The participating items to be emphasized are the factors related to the acquisition value, real estate damages, sympathy for the owner, recent adverse awards in comparable cases and other related factors. Any portion of the increase attributable to nonparticipating items must be identified or estimated and handled as nonparticipating.

**PROJECT/PARCEL IDENTIFICATION:** The following information can be obtained from the legal documents, appraisal, Right of Way map, and the parcel file:

Managing Region	Parcel No.
Project No.	Owners Name
Project Code	Attorney Generals No.
DOT Attorney	County
Trial Date	Defense Attorney

**TYPE OF SETTLEMENT:** Identify the settlement type; Administrative Settlement, Legal Settlement, or other settlement.

**RECOMMENDED SETTLEMENT:** Each component part of the settlement must be itemized to the greatest extent possible. For all-inclusive settlement, if the actual amount attributed to each component cannot be documented, the negotiator must estimate a reasonable amount for each appropriate component based on all available information for the parcel and known amounts for similar parcels previously settled.

**SUPPORT DATA:** Any appraisal documentation or claims that have been provided by the Department or the owner must be identified in this section.

**SETTLEMENT JUSTIFICATION:** Provide a detailed explanation of why the settlement is recommended. The settlement justification must address specific details of the parcel and the basis of the counteroffer, including the criteria set forth in Chapter 10 of the Right of Way Manual, which support the settlement as being reasonable, prudent, and in the best public interest:

- Information contained in all available appraisal reports, including those of the owner;
- Substantial differences of opinion regarding valuation issues;
- Complexity of severance or other issues leading to uncertainty in value;
- Handling of legal issues in approved appraisals;
- Consideration of time to anticipated title transfer date;
- Credibility of expert witnesses;
- Likelihood of jury sympathy for the owner;
- Possibility of obtaining an unbiased jury;
- Recent court awards for eminent domain takings;
- Potential cost of litigation; and
- Other relevant information.

If the settlement includes a non-monetary benefit, an explanation and quantification of the benefit must be included. Fees and costs must be supported and be based on the requirements of Chapter 10 of the Right of Way Manual.

**RECOMMENDATION AND APPROVAL:** This section requires the signatures of the specialist or trial attorney recommending the settlement, concurrence and approval by the Region Right of Way Manager, as applicable, for settlements at the Region level. Settlements outside Region authority require recommendation of the Right of Way Manager in the Central Office and the Chief Engineer's approval. Approval authority must be granted in accordance with Chapter of the Right of Way Manual.

**WARRANTY DEED**

**Herbert Fieberling**, whose street address is 7044 Gail Place, City of Colorado Springs, County of El Paso and State of Colorado, for the consideration of Thirty-Nine Thousand Seven Hundred Seventy-Eight and 00/100 Dollars (\$39,778.00), in hand paid, hereby sells and conveys to the **City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation** whose street address is 30 South Nevada Avenue, Suite 502, Colorado Springs, Colorado, County of El Paso, State of Colorado, the following real property in the County of El Paso and State of Colorado, to wit:

**See RW205 Exhibits A and B attached hereto and made a part hereof**

also known by street and number as: a portion of 7044 Gail Place,  
Colorado Springs, CO

assessor's schedule or parcel number: a portion of TSN: 63090-10-020

with all its appurtenances and warrants the title to the same subject to easements, conditions and restrictions of record.

Signed this 03/31 day of March, 2015.

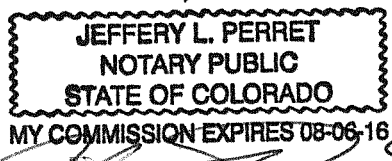
By: [Signature]  
Herbert Fieberling

State of Colorado )  
County of El Paso ) ss.

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of March, 2015 by Herbert Fieberling.

Witness my hand and official seal.

My Commission expires: 08-06-16



[Signature]  
Notary Public

**Accepted by the City of Colorado Springs**

By: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2015  
Ronn Carlentini, Real Estate Services Manager

By: Michael A. Chavez this 30 day of March, 2015  
Michael A. Chavez, Senior Civil Engineer

Approved as to Form:

By: [Signature]  
City Attorney's Office

Date: 3 April 2015



## EXHIBIT "A"

Project No. STU M240-046 Unit II  
Project Code: 12717  
Date: August 01, 2014

### DESCRIPTION

A tract or parcel No. RW205 of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 16, Block 3, of Columbine Estates recorded with reception No. 199789 in the records of El Paso County, Colorado, located in the NE 1/4 Section 9, Township 13 South, and Range 66 West of the 6th Principal Meridian, City of Colorado Springs, El Paso County, Colorado, more particularly described as follows:

Beginning at the southwest corner of said lot 16;

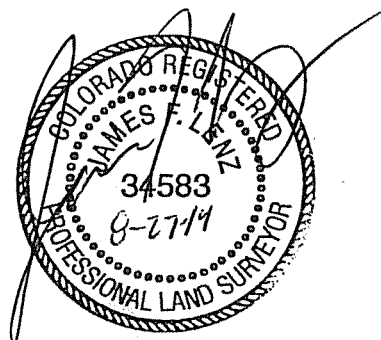
- 1) Thence  $N00^{\circ}27'03''W$  on the west line of lot 16, a distance of 86.35 feet to a non tangent curve to the left;
- 2) Thence on the arc of said curve, having a radius of 185.00 feet, a delta angle of  $24^{\circ}09'56''$ , an arc length of 78.03 feet, whose long chord bears  $S77^{\circ}40'32''E$  a distance of 77.45 feet;
- 3) Thence  $S89^{\circ}45'30''E$  a distance of 264.49 feet to the east line of lot 16;
- 4) Thence  $S00^{\circ}27'03''E$  on said east line, a distance of 50.46 feet to a point of curve to the right;
- 5) Thence on the arc of said curve, having a radius of 15.00 feet, a delta angle of  $89^{\circ}54'00''$ , an arc length of 23.54 feet, whose long chord bears  $S44^{\circ}29'57''W$  a distance of 21.19 feet;
- 6) Thence  $S89^{\circ}26'57''W$  on the south line of lot 16, a distance of 325.03 feet to the point of beginning.

The above tract of land contains 23,399 square feet or 0.537 acres more or less.

Basis of Bearings for this description are based on the North line of the Northeast Quarter of section 10, Township 13 South, Range 66 West of the 6th Principal Meridian, El Paso County Colorado, said line bears  $N89^{\circ}22'46''E$  a distance of 2619.18 feet from the North 1/4 corner of Section 10 (monumented with a 3 1/4" Alum. Cap PLS 10377) to the Northeast corner of section 10 (monumented with a 3 1/4" Alum. Cap PLS 10956)

The forgoing description has been prepared by or under my direct supervision.

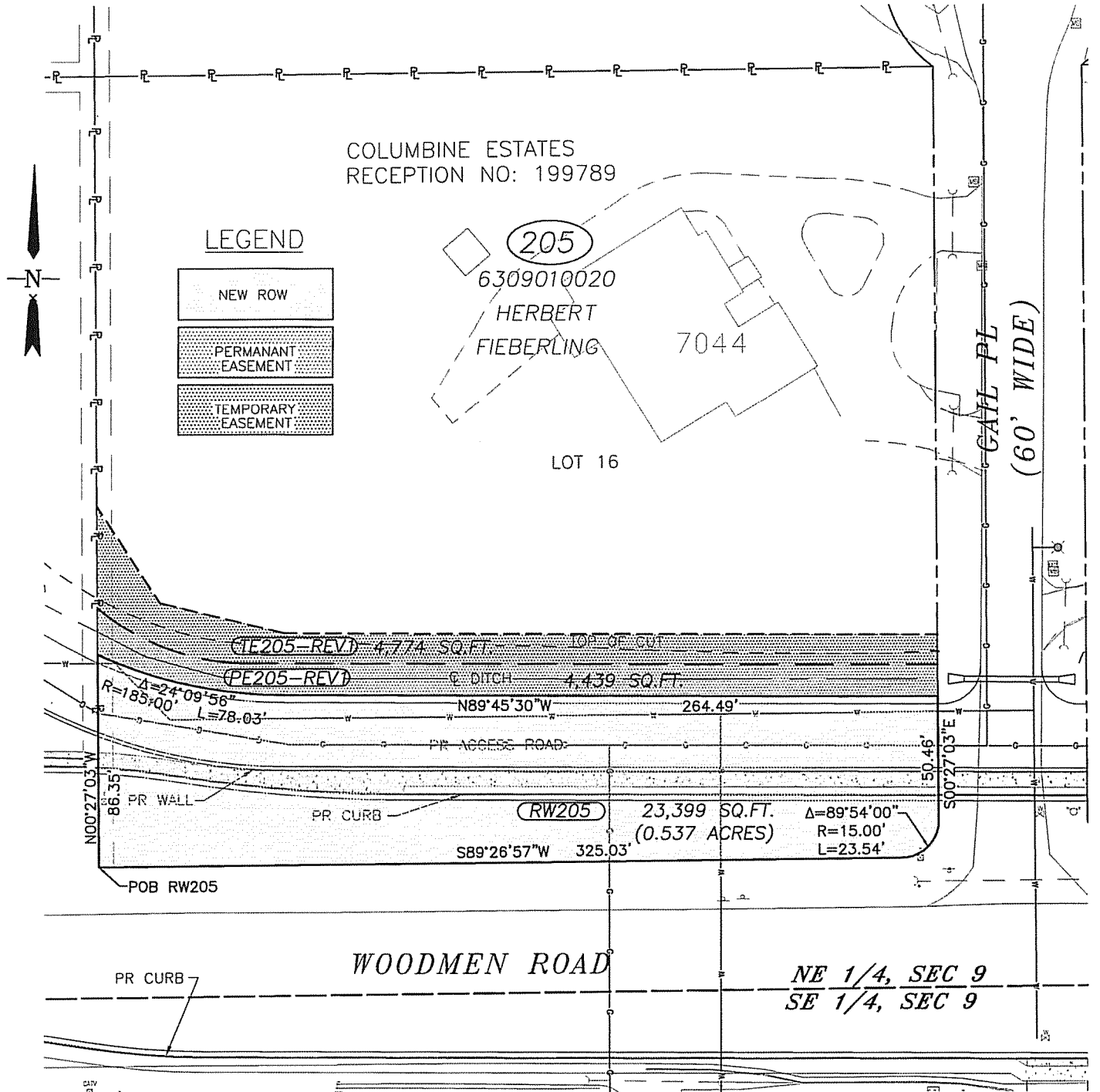
**James F. Lenz PLS 34583**  
**For and on behalf of**  
**Ridgeline Land Surveying LLC.**



LEGAL DESCRIPTION EXHIBIT "B"

PARCEL NO. RW205 OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO, PROJECT NO. STU M240-046 UNIT II, LOCATED IN THE NE 1/4 SECTION 9, TOWNSHIP 13 SOUTH, AND RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO

SHEET 1 OF 1



THIS SURVEY MAP DOES NOT REPRESENT A MONUMENTED SURVEY AND IS ONLY INTENDED TO ILLUSTRATE THE ATTACHED LEGAL DESCRIPTION.

SCALE 1"=60'  
DATE: 8/01/14

**RIDGELINE**  
**LAND SURVEYING LLC**  
31 EAST PLATTE AVE, SUITE 206  
COLORADO SPRINGS, CO 80903  
TEL: (719) 238-2917

**GRANT OF PERMANENT PUBLIC IMPROVEMENT EASEMENT**

**Herbert Fieberling**, whose legal address is 7044 Gail Place, ("Grantor") being the owner(s) of the hereinafter described real property located in the County of El Paso and State of Colorado, for and in consideration of Five Thousand Six Hundred Sixty and 00/100 Dollars (\$5,660.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, does hereby grant and convey unto **The City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation**, ("City") and City's successors, assigns and representatives, a **permanent public improvement easement** ("Easement") for all public improvement purposes, including but not limited to the installation, construction, reconstruction, operation, repair, replacement, alteration and maintenance of such improvements, in such number and size, and with such accessory parts and structures, and with all surface and subsurface appurtenances incidental thereto as City may from time to time deem necessary, over and across Grantor's real property known as 7044 Gail Place, Colorado Springs, Colorado, and known as El Paso County Tax Schedule Number 63090-10-020 ("Grantor's Property").

**The exact location of the Easement PE205-REV1 (the "Easement Area") is more particularly described on Exhibit A and depicted on Exhibit B, attached hereto and by this reference incorporated herein and made a part hereof.**

Public improvements include, but are not limited to, streets, sidewalks, storm drainage improvements, street lighting, facilities for the transmission and/or distribution of water, gas, electricity, fiber, wastewater, and any and all appurtenances related to public improvements.

Together with rights of ingress and egress to the Easement Area and in, on, over, across, under and through Grantor's Property as may be necessary to exercise the rights granted to the City herein.

Grantor shall not erect or construct any building or other permanent structure within the Easement Area, and Grantor shall not block, restrict or interfere with the City's use of or access to the Easement Area. Grantor covenants and agrees that no act shall be permitted or committed within the Easement Area which is inconsistent with the rights herein granted, and that the grade or ground level of the Easement Area shall not be changed by Grantor by excavation or filling by more than one foot, without the written consent of the City; and Grantor shall refrain from all acts within the Easement Area which might reduce the safety of or cause a hazard to or which might increase the cost of maintenance, operation, repair, removal, or replacement of the City's facilities and improvements.

All rights, title and privileges herein granted or reserved, including all benefits and burdens shall run with the land and shall be binding upon and inure to the benefit of Grantor and the City, their respective heirs, executors, administrators, successors, assigns, and legal representatives.

This Easement grant is without warranty of title and is subject to all prior liens, encumbrances, easements, restrictions, reservations and rights of way affecting Grantor's Property.

RES File # \_\_\_\_\_

Grantor Int:   
Date: 3/3/15 City Ints:   
Date: 3/3/15

IN WITNESS WHEREOF, Grantor and City and have executed this Grant of Permanent Public Improvement Easement this 3 day of March, 2015.

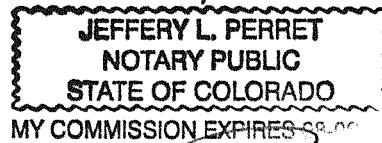
By: [Signature]  
Herbert Fieberling

State of Colorado )  
County of El Paso ) ss.

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of March, 2015 by Herbert Fieberling.

Witness my hand and official seal.

My Commission expires: 08-06-16



[Signature]  
Notary Public

**City of Colorado Springs:**

By: \_\_\_\_\_  
Ronn Carlentine, Real Estate Services Manager

\_\_\_\_\_  
Date

By: [Signature]  
Michael A. Chaves, Senior Civil Engineer

3/30/15  
Date

Approved as to form: [Signature]  
City Attorney's Office

3 April 2015  
Date

RES File # \_\_\_\_\_

Grantor Int: [Signature] City Ints: [Signature]  
Date: 3/30/15 Date: 3/30/15

## EXHIBIT "A"

Project No. STU M240-046 Unit II  
Project Code: 12717  
Date: August 01, 2014  
Easement Purpose: Storm Drain Maintenance

### DESCRIPTION

A tract or parcel No. PE205-REV1 of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 16, Block 3, of Columbine Estates recorded with reception No. 199789 in the records of El Paso County, Colorado, located in the NE 1/4 Section 9, Township 13 South, and Range 66 West of the 6th Principal Meridian, City of Colorado Springs, El Paso County, Colorado, more particularly described as follows:

Commencing at the southwest corner of said lot 16, Thence N00°27'03"W on the west line of lot 16, a distance of 86.35 feet to the point of beginning;

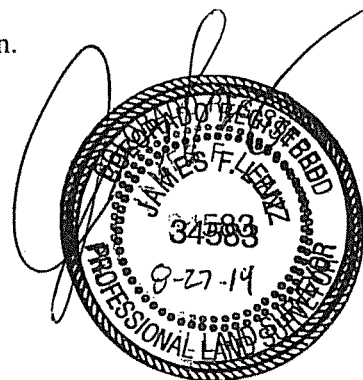
1. Thence N00°27'03"W continuing on said west line, a distance of 18.85 feet to a non-tangent curve to the left;
2. Thence on the arc of said curve, having a radius of 94.00 feet, having a delta angle of 40°03'38", an arc length of 65.72 feet, whose long chord bears S69°43'41"E a distance of 64.39 feet;
3. Thence S89°45'30"E a distance of 279.79 feet the east line of said lot 16;
4. Thence S00°27'03"E on said east line, a distance of 13.00 feet;
5. Thence N89°45'30"W a distance of 264.49 feet to a point of curve to the right;
6. Thence on the arc of said curve, having a radius of 185.00 feet, having a delta angle of 24°09'56", an arc length of 78.03 feet, whose long chord bears N77°40'32"W a distance of 77.45 feet to the point of beginning.

The above tract of land contains 4,439 square feet or 0.102 acres more or less.

Basis of Bearings for this description are based on the North line of the Northeast Quarter of section 10, Township 13 South, Range 66 West of the 6th Principal Meridian, El Paso County Colorado, said line bears N89°22'46"E a distance of 2619.18 feet from the North 1/4 corner of Section 10 (monumented with a 3 1/4" Alum. Cap PLS 10377) to the Northeast corner of section 10 (monumented with a 3 1/4" Alum. Cap PLS 10956)

The forgoing description has been prepared by or under my direct supervision.

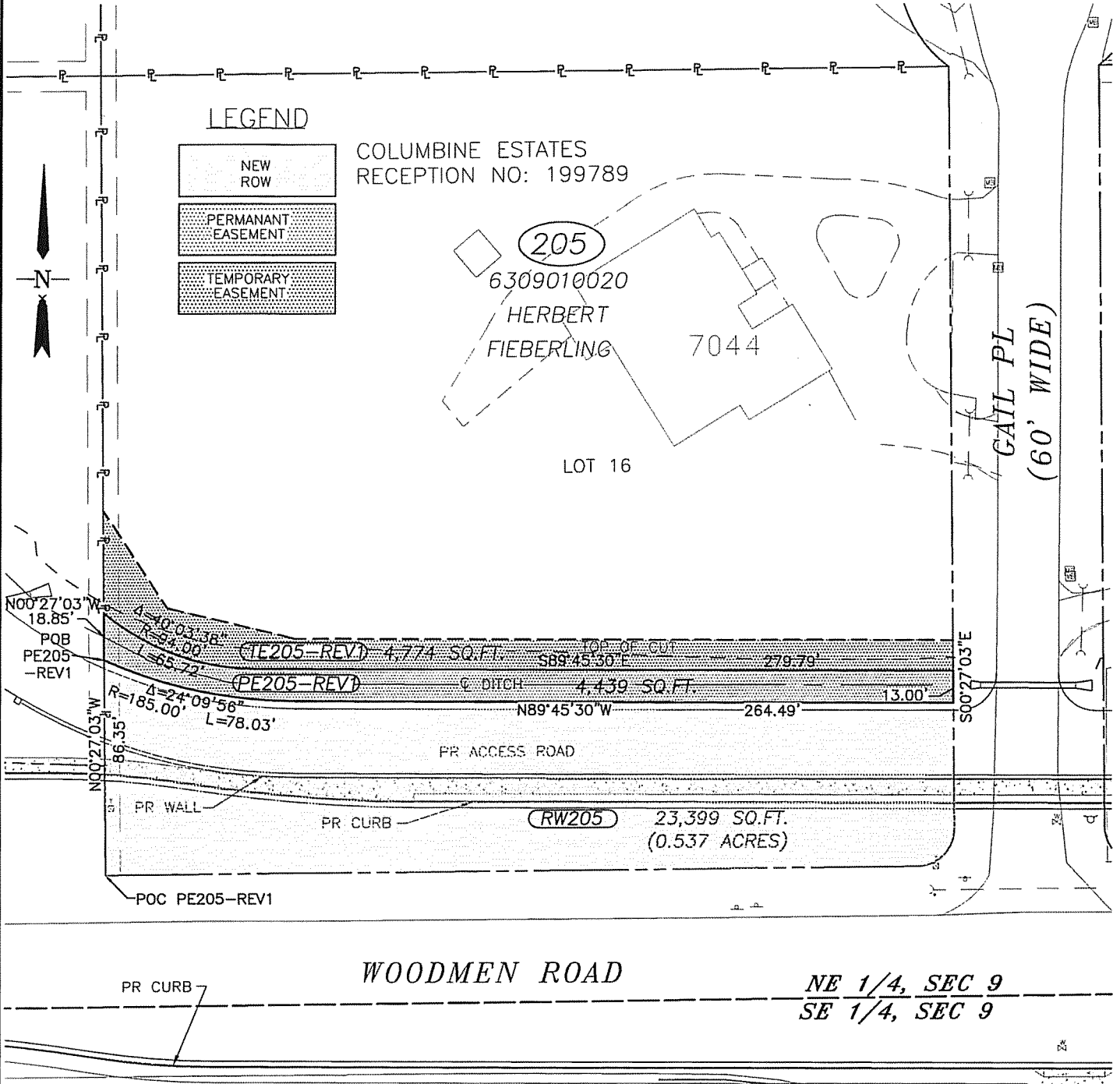
**James F. Lenz PLS 34583**  
For and on behalf of  
**Ridgeline Land Surveying LLC.**



# LEGAL DESCRIPTION EXHIBIT "B"

PARCEL NO. PE205-REV1 OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO,  
PROJECT NO. STU M240-046 UNIT II, LOCATED IN THE NE 1/4 SECTION 9, TOWNSHIP 13  
SOUTH, AND RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COLORADO  
SPRINGS, EL PASO COUNTY, COLORADO

SHEET 1 OF 1



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SCALE 1"=60'  
DATE: 8/01/14

**RIDGELINE**  
**LAND SURVEYING LLC**  
31 EAST PLATTE AVE, SUITE 206  
COLORADO SPRINGS, CO 80903  
TEL: (719) 238-2917

**TEMPORARY CONSTRUCTION EASEMENT**

**Herbert Fieberling** ("Grantor"), whose legal address is 7044 Gail Place, Colorado Springs, Colorado 80920, being the owner(s) of the hereinafter described real property located in the County of El Paso and State of Colorado, for and in consideration of Eight Hundred Twelve and 00/100 Dollars (\$812.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, does hereby grant and convey unto **The City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation**, ("City") and City's successors, assigns and representatives, an easement ("Easement") for construction and related purposes over and across Grantor's real property in El Paso County Colorado known as 7044 Gail Place, Colorado Springs, Colorado, 80920, also known as El Paso County Tax Schedule Number 63090-10-020 ("Grantor's Property").

**The exact location of the Easement TE205-REV1 (the "Easement Area") is more particularly described in Exhibit A and depicted on Exhibit B, attached hereto and by this reference incorporated herein and made a part hereof.**

Together with the necessary rights of ingress and egress to the Easement Area for the above-referenced purposes, in, on, over, across, under and through Grantor's Property.

This privilege and Easement shall be temporary in duration and shall expire either (a) thirty (30) days after completion of construction, or (b) December 31, 2016, whichever occurs first.

City shall notify Grantor no later than forty-eight (48) hours prior to the actual start of its use of the Easement. Upon completion of the construction of improvements facilitating the City's need for this Easement, City will restore the Easement Area to its condition prior to construction and will repair any and all damage that may arise from the City's construction activities.

Grantor shall not erect or construct any building or other permanent structure within the Easement Area or interfere with City's access to the Easement Area during the period of this Easement.

The provisions herein shall inure to the benefit of and bind the heirs, successors and assigns of the Grantor and City.

Signed, sealed and delivered this 3 day of March, 2015.

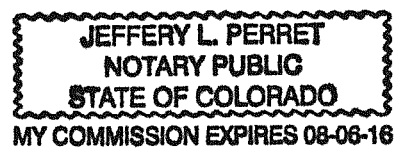
Grantor: Herbert Fieberling

By: *Herbert Fieberling*  
Herbert Fieberling

State of Colorado )  
County of EL PASO ) ss.

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of March 2015 by Herbert Fieberling.

Witness my hand and official seal



City of Colorado Springs:

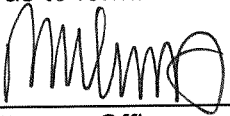
By:   
Ronn Carientine, Real Estate Services Manager

3.27.15  
Date

By:   
Michael A. Chaves, Senior Civil Engineer

3/30/15  
Date

Approved as to form:

  
City Attorney Office

3 April 2015  
Date



## EXHIBIT "A"

Project No. STU M240-046 Unit II

Project Code: 12717

Date: August 01, 2014

Easement Purpose: Access Road Construction and Grading

### DESCRIPTION

A tract or parcel No. TE205-REV1 of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 16, Block 3, of Columbine Estates recorded with reception No. 199789 in the records of El Paso County, Colorado, located in the NE 1/4 Section 9, Township 13 South, and Range 66 West of the 6th Principal Meridian, City of Colorado Springs, El Paso County, Colorado, more particularly described as follows:

Commencing at the southwest corner of said lot 16, Block 3, thence N00°27'03"W on the west line of lot 16, a distance of 105.20 feet to the point of beginning;

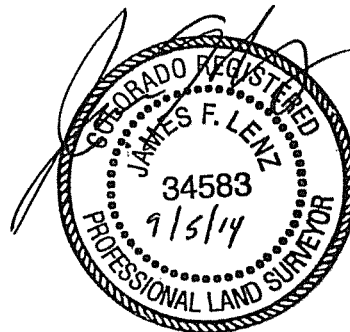
1. Thence N00°27'03"W continuing on said west line, a distance of 41.30 feet;
2. Thence S33°11'29"E a distance of 47.00 feet;
3. Thence S76°16'17"E a distance of 52.00 feet;
4. Thence S89°45'30"E a distance of 264.18 feet;
5. Thence S00°27'03"E a distance of 12.00 feet;
6. Thence N89°45'30"W a distance of 279.79 feet to a point of curve to the right;
7. Thence on the arc of said curve, having a radius of 94.00 feet, having a delta angle of 40°03'38", an arc length of 65.72 feet, whose long chord bears N69°43'41"W a distance of 64.39 feet to the point of beginning.

The above tract of land contains 4,774 square feet or 0.110 acres more or less.

Basis of Bearings for this description are based on the North line of the Northeast Quarter of section 10, Township 13 South, Range 66 West of the 6th Principal Meridian, El Paso County Colorado, said line bears N89°22'46"E a distance of 2619.18 feet from the North 1/4 corner of Section 10 (monumented with a 3 1/4" Alum. Cap PLS 10377) to the Northeast corner of section 10 (monumented with a 3 1/4" Alum. Cap PLS 10956)

The forgoing description has been prepared by or under my direct supervision.

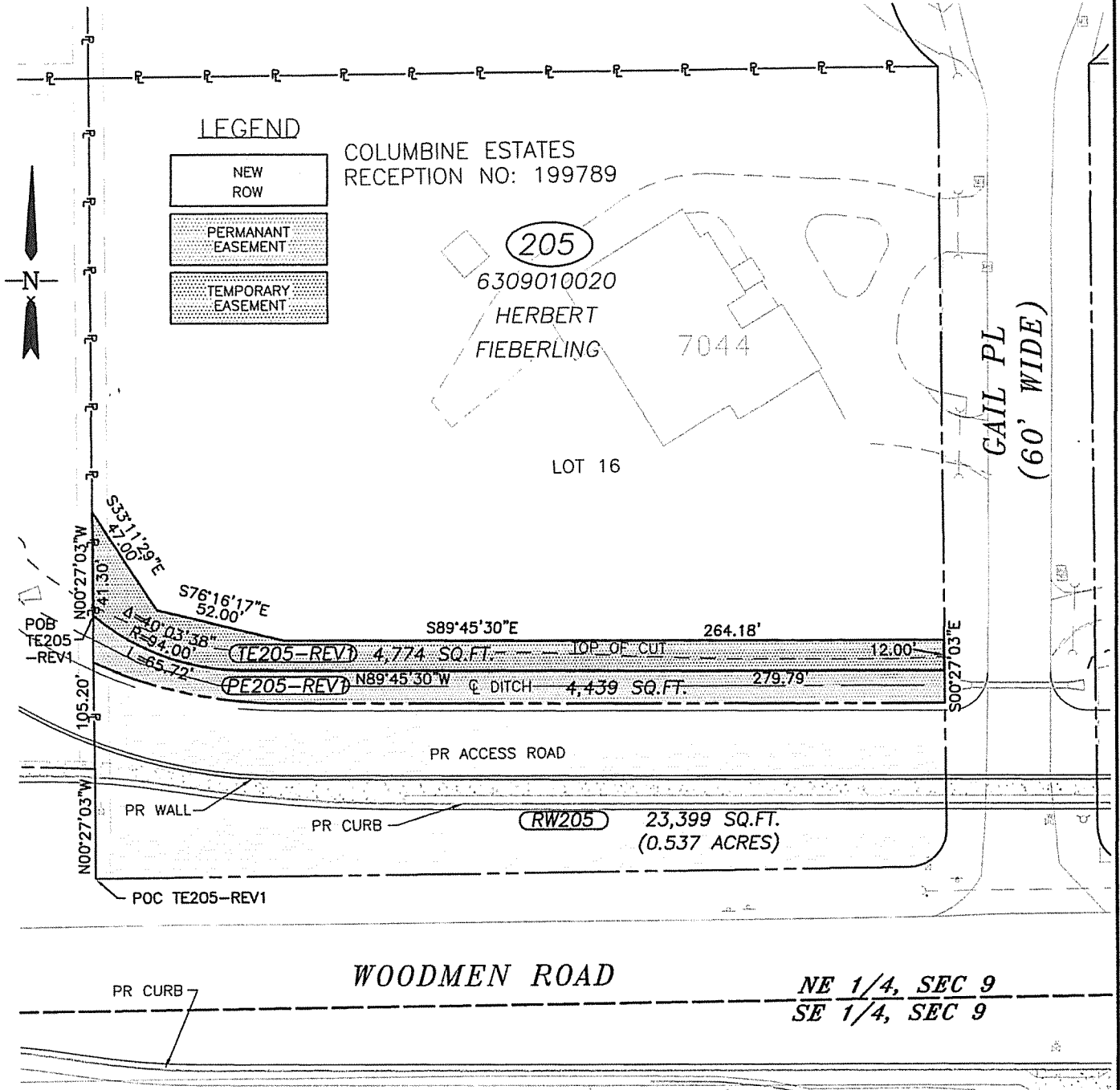
**James F. Lenz PLS 34583**  
**For and on behalf of**  
**Ridgeline Land Surveying LLC.**



LEGAL DESCRIPTION EXHIBIT "B"

PARCEL NO. TE205-REV1 OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO,  
 PROJECT NO. STU M240-046 UNIT II, LOCATED IN THE NE 1/4 SECTION 9, TOWNSHIP 13  
 SOUTH, AND RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COLORADO  
 SPRINGS, EL PASO COUNTY, COLORADO

SHEET 1 OF 1



THIS SURVEY MAP DOES NOT REPRESENT A MONUMENTED SURVEY AND IS ONLY INTENDED TO ILLUSTRATE THE ATTACHED LEGAL DESCRIPTION.

SCALE 1"=60'  
 DATE: 8/01/14

**RIDGELINE**  
**LAND SURVEYING LLC**  
 31 EAST PLATTE AVE, SUITE 206  
 COLORADO SPRINGS, CO 80903  
 TEL: (719) 238-2917

COLORADO DEPARTMENT OF TRANSPORTATION  
**FAIR MARKET VALUE** **LPA FMV 2-7066**

Project #: STU M240-046 Unit II	Project Code: 12717	LPA - Yes/No: y	P or N: P	Region #: 2
Parcel(s) #: RW-205, PE205-Rev 1, and TE205-Rev 1		Property Owner: Herbert Fieberling		

**A. LAND/SITE VALUE OF PART(S) TAKEN**

Parcel	Land Class	Area/Unit	Unit Value	Appraisal Support	Value
RW-205	Single Family Residential	23,399 SF	\$1.70 SF	Market/Sales Comparison	\$39,778

COPY

**B. EASEMENT VALUE OF PART(S) TAKEN**

PE, SE, etc.	Purpose	Area/Unit	Unit Value	% of Unit Value	Value
PE205-Rev 1	Storm Drainage Maintenance	4,439 SF	\$1.70 SF	75%	\$ 5,660

TOTAL LAND/SITE AND EASEMENT VALUE OF PART(S) TAKEN **\$45,438**

**C. IMPROVEMENTS CONTRIBUTORY VALUE OF PART(S) TAKEN** (For numerous improvements, attach a separate sheet)

Parcel	Improvement type	Size/Quantity	Unit Value	Appraisal Support	Value
RW205	Ponderosa pine trees	11 - Mature	\$1,500 ea	RCN	\$16,500
RW205	Maple trees	1 - Mature	\$1,500 ea	RCN	\$1,500
RW205	Cottonwood trees	15 - various sz.	\$6,000 ea	RCN	\$6,000
					<b>\$24,000</b>

TOTAL IMPROVEMENTS CONTRIBUTORY VALUE OF PART(S) TAKEN **\$24,000**

TOTAL VALUE OF PART(S) TAKEN **\$69,438**

**D. COMPENSABLE DAMAGES AND/OR OFFSETTING BENEFITS**

Compensable Damages – Curable (Net Restoration Cost to Cure)	\$-0-
Compensable Damages – Incurable	\$-0-
Offsetting Specific Benefits (Up to 100% of Incurable Damages)	\$-0-
Offsetting Specific Benefits (Up to 50% of Parts Taken)	\$-0-

NET COMPENSABLE DAMAGES AND/OR OFFSETTING BENEFITS **\$-0-**

**E. RENTAL VALUE OF TEMPORARY EASEMENTS**

TE	Purpose	Area/Unit	Unit Value	% of Unit Value	Term (Mo/Yr)	Value
TE 205-REV1	Grading	4,774 SF	\$1.70 SF	10%	12 Months	\$812

TOTAL RENTAL VALUE OF TEMPORARY EASEMENTS  
 COMPENSATION ESTIMATE **\$812**  
**\$70,250**

**F. APPRAISAL SUPPORT**

Recommended report prepared by: Kyle Wigington, J.D.      Date of value: October 23, 2014      Date of report: Oct 24, 2014

**G. UNECONOMIC REMAINDERS** (CDOT must offer to purchase per 49 CFR 24.102(k))

REMAINDER TOTAL **\$-0-**

COMPENSATION ESTIMATE RECOMMENDED FOR APPROVAL **\$70,250**

**H. SALVAGE VALUE AND REMARKS** (Include remarks for non-participating items, takings, damages, benefits, etc., as applicable)

Agency Authorized Signature <i>Russ G. [Signature]</i>	Date 1-29-15	Review Appraiser Nancy R. Hazlett <i>Nancy R. Hazlett</i> Cert. Genl. Appr. #CG1321370	Date 1/12/15
The above amount is APPROVED as the basis for just compensation		CDOT Contract Manager	Date

CC: Orig. to ROW Services (Main file) ♦ Acquisition (Encumbrance) ♦ Region ♦ AG's Office (Litigation) ♦ Prop. Mgmt. (Imps. or "R" Parcel acquired) ♦ Relocation (Relocation involved)

*Michael A. [Signature]*      1/30/15



February 5, 2015

**COPY**

Herbert Fieberling  
7044 Gail Place  
Colorado Springs, CO 80920

**Project No.:** STU M240-046 Unit II  
**Parcel Nos:** RW205, PE205-REV1 and TE205-REV1  
**Project Code:** 12717  
**Owner:** Herbert Fieberling

**Property Address:** 7044 Gail Place (APN: 63090-10-020)  
Colorado Springs, CO 80920

**RE:** Pikes Peak Rural Transportation Authority, Woodmen Road Improvements Phase II  
Offer Letter

Dear Property Owner:

The City of Colorado Springs ("City") in coordination with Pike Peak Rural Transportation Authority ("PPRTA") is proceeding with the Woodmen Road Improvement Phase II Project ("Project") and intends to purchase a portion of your property located at 7044 Gail Place and further identified as RW205, PE205-REV1 and TE205-REV1. The extent and the location of your property interests that we intend to purchase ("Property") are shown on the Exhibits attached hereto. The acquisition of the Property is required for the construction of improvements in connection with the Project.

This Project incorporates federal funding and the oversight of the property acquisition process is administered by the Colorado Department of Transportation ("CDOT"). The Project also includes local funding from PPRTA. Therefore, the City's property acquisition process will be in concert with the CDOT acquisition process.

As part of the acquisition process, you and the City obtained independent real estate appraisals of the Property from independent licensed appraisers, to determine the Fair Market Value of the Property. Based on these appraisals, the City offers to purchase the Property for the total purchase price of SEVENTY THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$70,250.00).

This offer is being made in compliance with the City's *Procedure Manual for the Acquisition and Disposition of Real Property Interests* and in accordance with Colorado state law and regulations. The City has determined that \$70,250.00 is not less than the value of the Property indicated in the approved appraisal reports prepared by your and the City's independent licensed real estate appraisers and assumes the Property is free and clear of all hazardous materials and soil contamination, and encumbrances on title. Accompanying this letter is a *Summary Statement of Just Compensation* which shows the basis of the amount offered.

Accompanying this letter for your consideration is the City's:

- Real Estate Purchase Agreement
- Warranty Deed
- Permanent Public Improvement Easement
- Temporary Construction Agreement

The Purchase Agreement is the City's formal offer to purchase the Property and constitutes a legal instrument that becomes a legally binding contract for the sale and purchase of the Property once signed by both parties. The Warranty Deed, Permanent Public Improvement Easement and Temporary Construction Easement Agreement are the documents which convey the Property to the City. If this offer to purchase is acceptable, please execute the Purchase Agreement, Warranty Deed, Permanent Public Improvement Easement and Temporary Construction Easement Agreement along with the Request for Taxpayer Identification form (W-9), and return them in the enclosed self-addressed envelope to:

TRS Corp.  
2850 Serendipity Circle West, Suite 200  
Colorado Springs, CO 80917  
(719) 494-8067

Upon receipt of the signed documents and necessary approvals by the City/PPRTA, the purchase price will be paid into an escrow account with Land Title Guarantee Company (the "Title Company"). At such time we will coordinate with you to schedule a closing of the purchase of the Property. At closing, the Warranty Deed, Permanent Public Improvement Easement and Temporary Construction Easement Agreement will be executed and funds will be distributed to you by the Title Company. A copy of the recorded Warranty Deed and Permanent Public Improvement Easement will be sent to you after recording by the Title Company.

This offer to purchase the Property expires at 5:00 p.m. on March 6, 2015 (30 days). In the event of a failure to receive an acceptance or appropriate response to this offer, the City may return to the City Council for direction, as the City Council may find appropriate.

Please review the enclosed documents and should you have any questions, please contact me at (719) 494-8067 or email [jeff.perret@trscorp.us](mailto:jeff.perret@trscorp.us).

Thank you for your continued support and cooperation with this public transportation improvement project.

Sincerely,



Jeff Perret  
TRS Corp.

On behalf of the City of Colorado Springs Woodmen Road Improvements Phase II Project

Enclosures:    Legal Description(s) and Depiction Exhibit(s) RW205, PE205-REV1 and TE205-REV1  
                  Right of Way Plan Sheet(s)  
                  Summary Statement of Just Compensation  
                  Real Estate Purchase Agreement  
                  Warranty Deed  
                  Permanent Public Improvement Easement  
                  Temporary Construction Easement  
                  Request for Taxpayer Identification form (W-9)  
                  CDOT Demographic Form w/ Stamped Return Envelope  
                  Right of Way Property Acquisition Information Booklet  
                  Copy of Title Commitment  
                  Appraisal Receipt  
                  Appraisal Report  
                  Self-Addresses Envelope to TRS



## SUMMARY STATEMENT OF JUST COMPENSATION

February 5, 2015

Herbert Fieberling  
7044 Gail Place  
Colorado Springs, CO 80920

# COPY

**Project No.:** STU M240-046 Unit II  
**Parcel Nos:** RW205, PE205-REV1 and TE205-REV1  
**Project Code:** 12717  
**Property Address:** 7044 Gail Place, Colorado Springs, CO 80920  
**Owners:** Herbert Fieberling

Dear Owner:

This statement is intended to furnish you with a written summary of the basis of the amount established as just compensation for your property, based upon an appraisal for your property located at 7044 Gail Place, in Colorado Springs, prepared by Kyle L. Wigington, J.D., on behalf of the City as impacted by the Woodmen Road Improvements Project Phase II. The summary of just compensation is as follows:

Parcel RW205 23,399 sf x \$1.70/sf	=	\$ 39,778.00
Parcel PE205-REV1 4,439 sf x \$1.70/sf x 75%	=	\$ 5,660.00
Parcel TE205-REV1 4,774 sf x \$1.70/sf x 10% x 1 year	=	\$ 812.00
<u>Improvements</u>		
11 Mature Ponderosa Pine Trees @ \$1,500ea	=	\$ 16,500.00
1 Mature Maple Tree @ \$1,500ea	=	\$ 1,500.00
15 Cottonwood Trees (various sizes)	=	\$ 6,000.00
<u>Damages</u>		
None	=	\$ <u>0.00</u>
<b>TOTAL JUST COMPENSATION</b>		<b><u>\$ 70,250.00</u></b>



# Land Title Guarantee Company

CUSTOMER DISTRIBUTION

Date: 01-06-2015

Our Order Number: SR55039879-9

**Property Address:**

7044 GAIL PLACE- 63090-10-020 COLORADO SPRINGS, CO 80920

*If you have any inquiries or require further assistance, please contact one of the numbers below:*

**COPY**

For Title Assistance:

Residential Title "SR" Unit

Bev Labbe

102 S TEJON #760

COLORADO SPRINGS, CO 80903

Phone: 719-634-4821

Fax: 719-634-3190

EMail: blabbe@ltgc.com

TRANSPORTATION RESOURCE SERVICES

2850 SERENDIPITY CIRCLE WEST

SUITE 200

COLORADO SPRINGS, CO 80917

Attn: WENDY RODENBERG

Phone: 719-494-8067

Fax: 719-495-0546

EMail: wendy.rodenberg@trscorp.us

Sent Via EMail

Land Title Insurance Corporation  
ALTA COMMITMENT

Our Order No. SR55039879-9

Schedule A

Cust. Ref.:

**Property Address:**

7044 GAIL PLACE- 63090-10-020 COLORADO SPRINGS, CO 80920

1. **Effective Date:** December 31, 2014 at 5:00 P.M.

2. **Policy to be Issued, and Proposed Insured:**

"TBD" Commitment

Proposed Insured:

A BUYER TO BE DETERMINED

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

A FEE SIMPLE AS TO PARCEL A; AN EASEMENT INTEREST AS TO PARCEL B

4. **Title to the estate or interest covered herein is at the effective date hereof vested in:**

HERBERT FIEBERLING

5. **The Land referred to in this Commitment is described as follows:**

SEE ATTACHED PAGE(S) FOR LEGAL DESCRIPTION

---

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**LEGAL DESCRIPTION**

PARCEL A:

A TRACT OR PARCEL NO. RW205 OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO, PROJECT NO. STU M240-046 UNIT II LOCATED IN A PORTION OF LOT 16, BLOCK 3, OF COLUMBINE ESTATES RECORDED WITH RECEPTION NO. 199789 IN THE RECORDS OF EL PASO COUNTY, COLORADO, LOCATED IN THE NE 1/4 SECTION 9, TOWNSHIP 13 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 16;

1. THENCE NORTH 00 DEGREES 27 MINUTES 03 SECONDS WEST ON THE WEST LINE OF LOT 16, A DISTANCE OF 86.35 FEET TO A NON-TANGENT CURVE TO THE LEFT;
2. THENCE ON THE ARC OF SAID CURVE HAVING A RADIUS OF 185.00 FEET, A DELTA ANGLE OF 24 DEGREES 09 MINUTES 56 SECONDS, AN ARC LENGTH OF 78.03 FEET, WHOSE LONG CHORD BEARS SOUTH 77 DEGREES 40 MINUTES 32 SECONDS EAST A DISTANCE OF 77.45 FEET;
3. THENCE SOUTH 89 DEGREES 45 MINUTES 30 SECONDS EAST A DISTANCE OF 264.49 FEET TO THE EAST LINE OF LOT 16;
4. THENCE SOUTH 00 DEGREES 27 MINUTES 03 SECONDS EAST ON SAID EAST LINE, A DISTANCE OF 50.46 FEET TO A POINT OF CURVE TO THE RIGHT;
5. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 15.00 FEET, A DELTA ANGLE OF 89 DEGREES 54 MINUTES 00 SECONDS, AN ARC LENGTH OF 23.54 FEET, WHOSE LONG CHORD BEARS SOUTH 44 DEGREES 29 MINUTES 57 SECONDS WEST A DISTANCE OF 21.19 FEET;
6. THENCE SOUTH 89 DEGREES 26 MINUTES 57 SECONDS WEST ON THE SOUTH LINE OF LOT 16, A DISTANCE OF 325.03 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, SAID LINE BEARS NORTH 89 DEGREES 22 MINUTES 46 SECONDS EAST A DISTANCE OF 2619.18 FEET FROM THE NORTH 1/4 CORNER OF SECTION 10 (MONUMENTED WITH A 3 1/4" ALUM. CAP PLS 10377) TO THE NORTHEAST CORNER OF SECTION 10 (MONUMENTED WITH A 3 1/4" ALUM. CAP PLS 10956)

THE FORGOING DESCRIPTION HAS BEEN PREPARED BY OR UNDER MY DIRECT SUPERVISION.

JAMES F. LENZ PLS 34583  
FOR AND ON BEHALF OF  
RIDGELINE LAND SURVEYING LLC.

(FOR INFORMATIONAL PURPOSES ONLY: EL PASO COUNTY ASSESSOR'S PARCEL NO: 69030.10.020)

PARCEL B:

A TRACT OR PARCEL NO. PE205-REV1 OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO, PROJECT NO. STU M240-046 UNIT II LOCATED IN A PORTION OF LOT 16, BLOCK 3, OF COLUMBINE ESTATES RECORDED WITH RECEPTION NO. 199789 IN THE RECORDS OF EL PASO COUNTY, COLORADO, LOCATED IN THE NORTHEAST 1/4 SECTION 9, TOWNSHIP

**LEGAL DESCRIPTION**

13 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 16, THENCE NORTH 00 DEGREES 27 MINUTES 03 WEST ON THE WEST LINE OF LOT 16, A DISTANCE OF 86.35 FEET TO THE POINT OF BEGINNING;

1. THENCE NORTH 00 DEGREES 27 MINUTES 03 WEST CONTINUING ON SAID WEST LINE, A DISTANCE OF 18.85 FEET TO A NON-TANGENT CURVE TO THE LEFT;
2. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 94.00 FEET, HAVING A DELTA ANGLE OF 40 DEGREES 03 MINUTES 38 SECONDS, AN ARC LENGTH OF 65.72 FEET, WHOSE LONG CHORD BEARS SOUTH 69 DEGREES 43 MINUTES 41 SECONDS EAST A DISTANCE OF 64.39 FEET;
3. THENCE SOUTH 89 DEGREES 45 MINUTES 30 SECONDS EAST A DISTANCE OF 279.79 FEET TO THE EAST LINE OF SAID LOT 16;
4. THENCE SOUTH 00 DEGREES 27 MINUTES 03 SECONDS EAST ON SAID EAST LINE, A DISTANCE OF 13.00 FEET;
5. THENCE NORTH 89 DEGREES 45 MINUTES 30 SECONDS WEST A DISTANCE OF 264.49 FEET TO A POINT OF CURVE TO THE RIGHT;
6. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 185.00 FEET, HAVING A DELTA ANGLE OF 24 DEGREES 09 MINUTES 56 SECONDS, AN ARC LENGTH OF 78.03 FEET, WHOSE LONG CHORD BEARS NORTH 77 DEGREES 40 MINUTES 32 SECONDS WEST A DISTANCE OF 77.45 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY COLORADO, SAID LINE BEARS NORTH 89 DEGREES 22 MINUTES 46 SECONDS EAST A DISTANCE OF 2619.18 FEET FROM THE NORTH 1/4 CORNER OF SECTION 10 (MONUMENTED WITH A 3 1/4" ALUM. CAP PLS 10377) TO THE NORTHEAST CORNER OF SECTION 10 (MONUMENTED WITH A 3 1/4" ALUM. CAP PLS 10956)

THE FORGOING DESCRIPTION HAS BEEN PREPARED BY OR UNDER MY DIRECT SUPERVISION.

JAMES F. LENZ PLS 34583  
FOR AND ON BEHALF OF  
RIDGELINE LAND SURVEYING LLC.

ALTA RESIDENTIAL COMMITMENT

Schedule B-1

(Requirements)

Our Order No. SR55039879-9

The following are the requirements to be complied with:

Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

1. WARRANTY DEED FROM HERBERT FIEBERLING TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

ALTA COMMITMENT

Schedule B-2

(Exceptions)

Our Order No. SR55039879-9

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Taxes and assessments not yet due or payable and special assessments not yet certified to the Treasurer's office.
7. Any unpaid taxes or assessments against said land.
8. Liens for unpaid water and sewer charges, if any.
9. COVENANTS, CONDITIONS, AND RESTRICTIONS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED JANUARY 21, 1965 IN BOOK 2053 AT PAGE 921. AMENDMENT TO COVENANTS RECORDED JANUARY 19, 1990 IN BOOK 5704 AT PAGE 580. AMENDMENT THERETO RECORDED OCTOBER 21, 2004 UNDER RECEPTION NO. 204175707. AMENDMENT THERETO RECORDED OCTOBER 10, 2014 UNDER RECEPTION NO. 214092974. AMENDMENT THERETO RECORDED OCTOBER 10, 2014 UNDER RECEPTION NO. 214092975.
10. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF COLUMBINE ESTATES RECORDED JULY 27, 1961 IN BOOK C2 AT PAGE 47.
11. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE ANNEXING SUBJECT PROPERTY TO THE CITY OF COLORADO SPRINGS RECORDED DECEMBER 09, 1994 IN BOOK 6574 AT PAGE 1472. ANNEXATION PLAT RECORDED DECEMBER 9, 1994 UNDER RECEPTION NO. 163726.

**LAND TITLE GUARANTEE COMPANY and LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION**  
**DISCLOSURE STATEMENTS**

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- A) The subject real property may be located in a special taxing district.
- B) A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
- C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulation 3-5-1, Section 7L requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D) The Company must receive payment of the appropriate premium.
- E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

- A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial or insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

JOINT NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY, LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION,  
LAND TITLE INSURANCE CORPORATION AND OLD REPUBLIC NATIONAL TITLE INSURANCE  
COMPANY

This Statement is provided to you as a customer of Land Title Guarantee Company and Meridian Land Title, LLC, as agents for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- \* applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- \* your transactions with, or from the services being performed by, us, our affiliates, or others;
- \* a consumer reporting agency, if such information is provided to us in connection with your transaction; and
- \* the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- \* We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- \* We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- \* Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- \* We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows. Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.