

RESOLUTION NO. 41-15

A RESOLUTION AUTHORIZING THE ACQUISITION OF A PORTION OF PROPERTY OWNED BY HERBERT FIEBERLING TO BE USED FOR THE WOODMEN ROAD CORRIDOR IMPROVEMENTS PROJECT (Phase 2).

WHEREAS, the Pikes Peak Rural Transportation Authority (PPRTA) approved the Woodmen Road Corridor Improvements Project during 2005-2014; and

WHEREAS, in coordination with the PPRTA, the City of Colorado Springs will hold title to the real property acquired for the Woodmen Road Corridor Improvements Project; and

WHEREAS, certain property acquisitions have been identified for the Woodmen Road Corridor Improvements Project, including the record property owned by Herbert Fieberling, consisting of a 0.749 acre portion of the land, as fully described in the Real Estate Purchase Agreement, commonly known as 7044 Gail Place and which is shown on Exhibit A, attached hereto and made a part hereof (the "Property"); and

WHEREAS, the acquisition of the Property is in the public interest and is needed for the construction of the Woodmen Road Corridor Improvements Project; and

WHEREAS, the proposed acquisition is subject to the procedures of The City of Colorado Springs Procedure Manual for the Acquisition and Disposition of Real Property Interests ("Real Estate Manual"), and State and Federal Guidelines; and

WHEREAS, pursuant to the Real Estate Manual and City Code §7.7.1802, City Council must approve property acquisitions if the total acquisition amount of the property interest acquired in the transaction exceeds \$50,000; and

WHEREAS, the Woodmen Road Corridor Improvements Project is federally funded in part; and

WHEREAS, a settlement value of \$77,000.00 for the proposed purchase price of the Property resulted from the Federal aid review process conducted by the Colorado Department of Transportation (CDOT); and

WHEREAS, Herbert Fieberling desires to accept the City's settlement value amount of \$77,000.00, as the purchase price for the Property; and

WHEREAS, the Public Works Department requests City Council's approval of the purchase of the Property in accordance with an executed Real Estate Purchase Agreement.

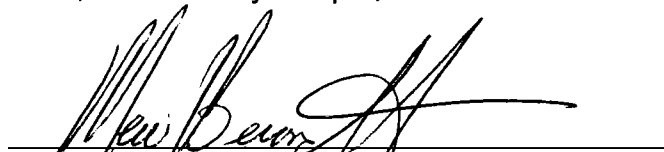
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS:


Section 1. City Council hereby authorizes the acquisition of the Property from Herbert Fieberling for the purchase price of \$77,000.00, in accordance with the executed Real Estate Purchase Agreement as described on Exhibit B attached hereto and made a part hereof, and in connection with the PPRTA-approved Woodmen Road Corridor Improvements Project.


Section 2. The City's Real Estate Services Manager is authorized to execute all documents necessary to complete the acquisition of the Property from Herbert Fieberling, and comply with the Real Estate Manual.

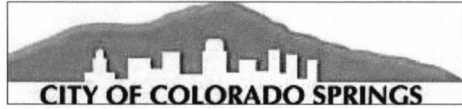
DATED at Colorado Springs, Colorado, this 28th day of April, 2015.

ATTEST:


Merv Bennett, Council President


Sarah B. Johnson, City Clerk





31 E. PLATTE AVE., SUITE 206
 COLORADO SPRINGS, CO 80903
 TEL: 719.238.2917

Sheet Revisions		
Date	Description	Initials
11/13	Change in ownership parcels TE200	JFL
5/14	Change in ownership parcel RW202	JFL
6/14	Revisions on parcels: PE205, TE205, TE210, PE212, TE212	JFL
6/14	Added parcel: PE210	JFL
5/14	Change in ownership parcel TE191	JFL

Sheet Revisions		
Date	Description	Initials

Right of Way Plans			
OWNERSHIP MAP			
Project Number:	STU M240-046 UNIT II	Sheet No.	56
Project Location:	WOODMEN ROAD, STINSON TO POWERS	Total No. of Sheets	56
Project Code:	Last Mod. Date: 9-5-2014	8.01-8.03	8.01

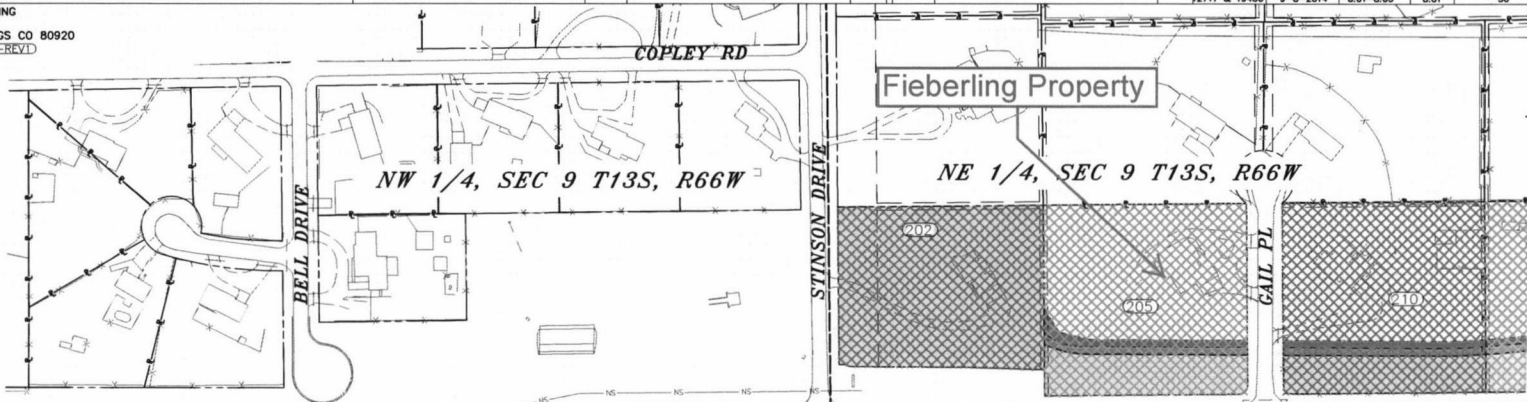
MATTHEW A. ANNA L. & THOMAS J. ALIMENA
 7043 STINSON DR
 COLORADO SPRINGS CO 80920
 (RW202)

HERBERT FIEBERLING
 7044 GAIL PL.
 COLORADO SPRINGS CO 80920
 (RW205) (PE205-REV1)
 (TE205-REV1)

WILLIAM A. HADL
 7043 STINSON DR
 COLORADO SPRINGS CO 80920
 (RW210) (PE210) (TE210-REV1)

LEGEND

- NEW ROW
- PERMANENT EASEMENT
- TEMPORARY EASEMENT



DAVID W. & RITA A. HORNE
 6920 HEATHERWOOD CIR
 COLORADO SPRINGS CO 80918
 (TE188)

HANSEN FAMILY 2011 REVOC TRUST
 6925 HEATHERWOOD CIR
 COLORADO SPRINGS CO 80918
 (TE189)

GLENN R. & MARTHA R. EASTRIDGE
 6921 HEATHERWOOD CIR
 COLORADO SPRINGS CO 80918
 (TE190)

SECRETARY OF HOUSING AND URBAN DEVELOPMENT
 5533 WHISKEY RIVER DR
 COLORADO SPRINGS CO 80923
 (TE191)

MANUEL C. & DEBRA J. GONZALES
 6933 CEDARWOOD CIR
 COLORADO SPRINGS CO 80918
 (TE192)

WILLIAM T. & DONNA S. ANGELOS
 2090 WILDWOOD DR
 COLORADO SPRINGS CO 80918-1155
 (TE193)

BETTY J. SCHULTZ
 2102 WILDWOOD DR
 COLORADO SPRINGS CO 80918
 (TE194)

GENEVIEVE E. SPARKS
 2118 WILDWOOD DR
 COLORADO SPRINGS CO 80918
 (TE195)

MARK E. & THERESA A. MOSS
 2134 WILDWOOD DR
 COLORADO SPRINGS CO 80918
 (TE196)

MICHAEL ONEILL
 2156 WILDWOOD DR
 COLORADO SPRINGS CO 80918
 (TE197)

GREGORY J. & DEBRA S. FARKAS
 2168 WILDWOOD DR
 COLORADO SPRINGS CO 80918
 (TE198)

GEORGE T. & ANN V. DEVERE
 6924 BOYSEBERRY WAY
 COLORADO SPRINGS CO 80918
 (TE199)

CHARLES DAVID HINKLE & KENNYE L. HINKLE
 6928 BOYSEBERRY WAY
 COLORADO SPRINGS CO 80918
 (TE200)

KRISTEN DICKINSON
 6927 BOYSEBERRY WAY
 COLORADO SPRINGS CO 80918
 (TE201)

MANUEL M. HERNANDEZ
 11475 HUNGATE RD
 COLORADO SPRINGS CO 80908
 (TE203)

HELP FUND
 PO BOX 26175
 COLORADO SPRINGS CO 80936
 (TE204)

TOM JR & SYLVIA M. PINELLO
 2367 E WOODMEN RD
 COLORADO SPRINGS CO 80920
 (TE211)

COTTONWOOD CREEK TOWNHOUSE ASSOC
 2618 HATCH CIR
 COLORADO SPRINGS CO 80918
 (PE212-REV1) (TE212-REV1)

Note: The following Ownership Parcels were acquired under project code 12717: 202, 205, 210, 214, 217, 220, 222, 223, 224, 225, 231, 235, 246, 248, 253, and 257. Parcels identified with following hatch pattern.

0 100 200 400

SHEET 8.02

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: [Signature]
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: MA City Ints: ① 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: @ MAC
 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.

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

Property Owner: [Signature] City Ints: @ MAC
Date: 7/2/15 Date: 8-27-15 7/20/15

- 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: 3/2/15 Date: 3-27-15 3/20/15

5.2

If to Seller:	If to City:
Herbert Fieberling 7044 Gail Place Colorado Springs, CO 80920 Phone: 719-599-8832 E-mail: lfieb@centurylink.net	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

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: 3-27-15 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 3/30/15

- 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.

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SIGNATURE PAGES TO FOLLOW

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

Property Owner:  City Ints: @ Mac
Date: 3/7/15 Date: 3-22-15 3/20/15

VII. SIGNATURE PAGES

Seller: Herbert Fieberling

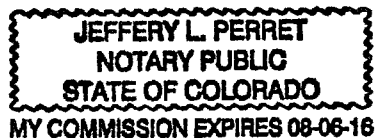
By: [Signature]

3/3/15
Date

State of Colorado)
County of El Paso) ss.

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

Witness my hand and official seal



My commission Expires: 08-06-16

[Signature]
Notary Public

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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.

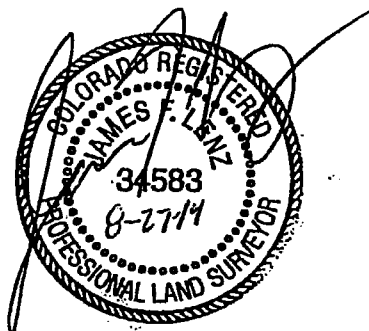


EXHIBIT B

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;

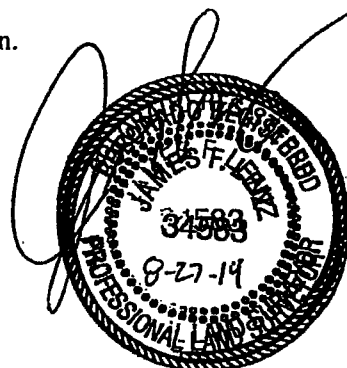
1. Thence N00°27'03"W continuing on said west line, a distance of 18.85 feet to a non-tangent curve to the left;
2. Thence on the arc of said curve, having a radius of 94.00 feet, having a delta angle of 40°03'38", an arc length of 65.72 feet, whose long chord bears S69°43'41"E a distance of 64.39 feet;
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.

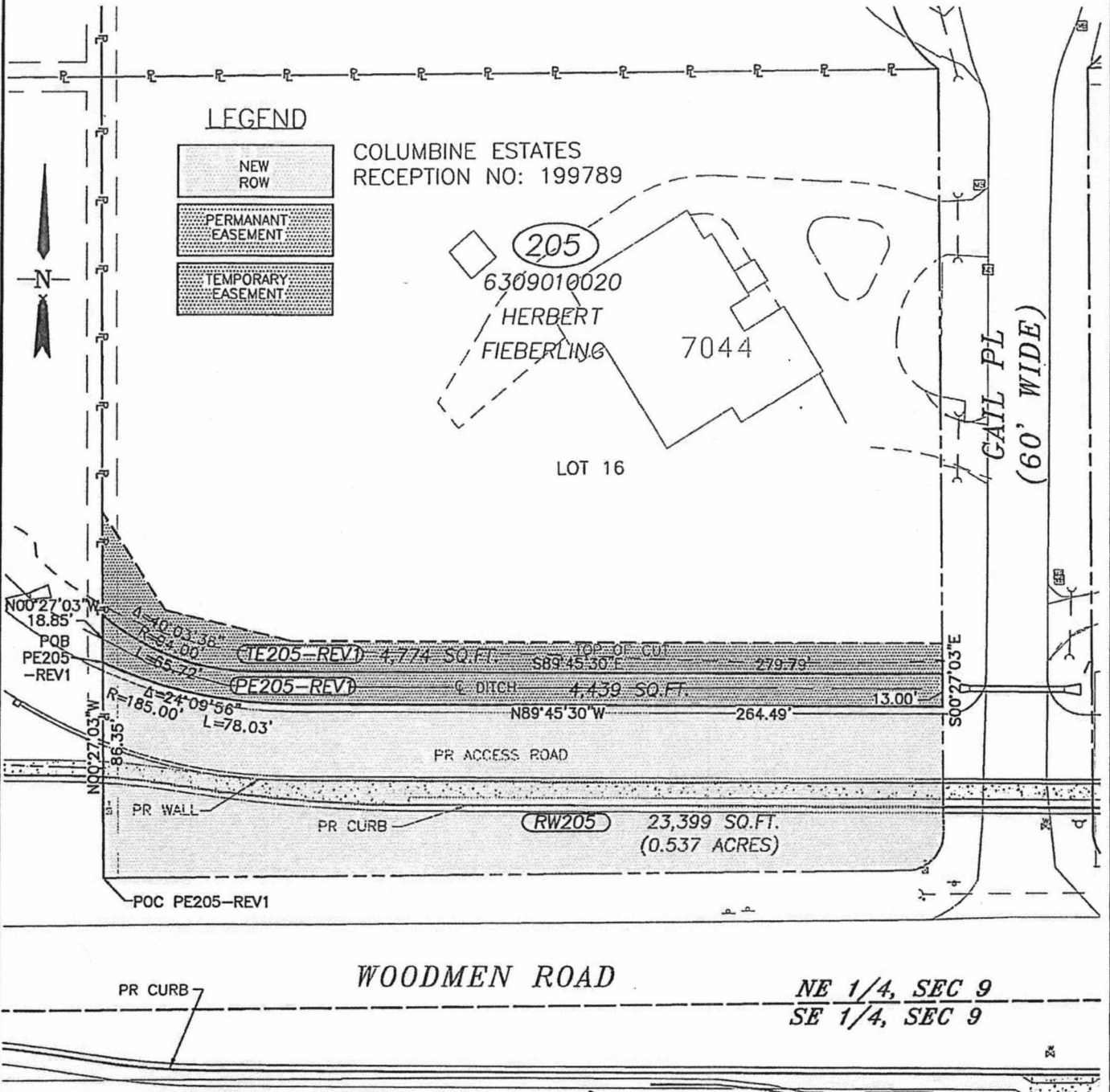
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



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;

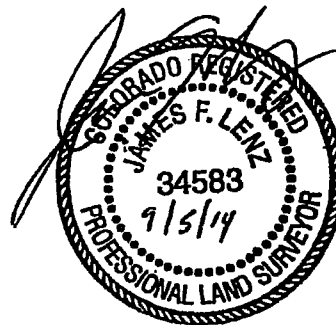
1. Thence N00°27'03"W continuing on said west line, a distance of 41.30 feet;
2. Thence S33°11'29"E a distance of 47.00 feet;
3. Thence S76°16'17"E a distance of 52.00 feet;
4. Thence S89°45'30"E a distance of 264.18 feet;
5. Thence S00°27'03"E a distance of 12.00 feet;
6. Thence N89°45'30"W a distance 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.

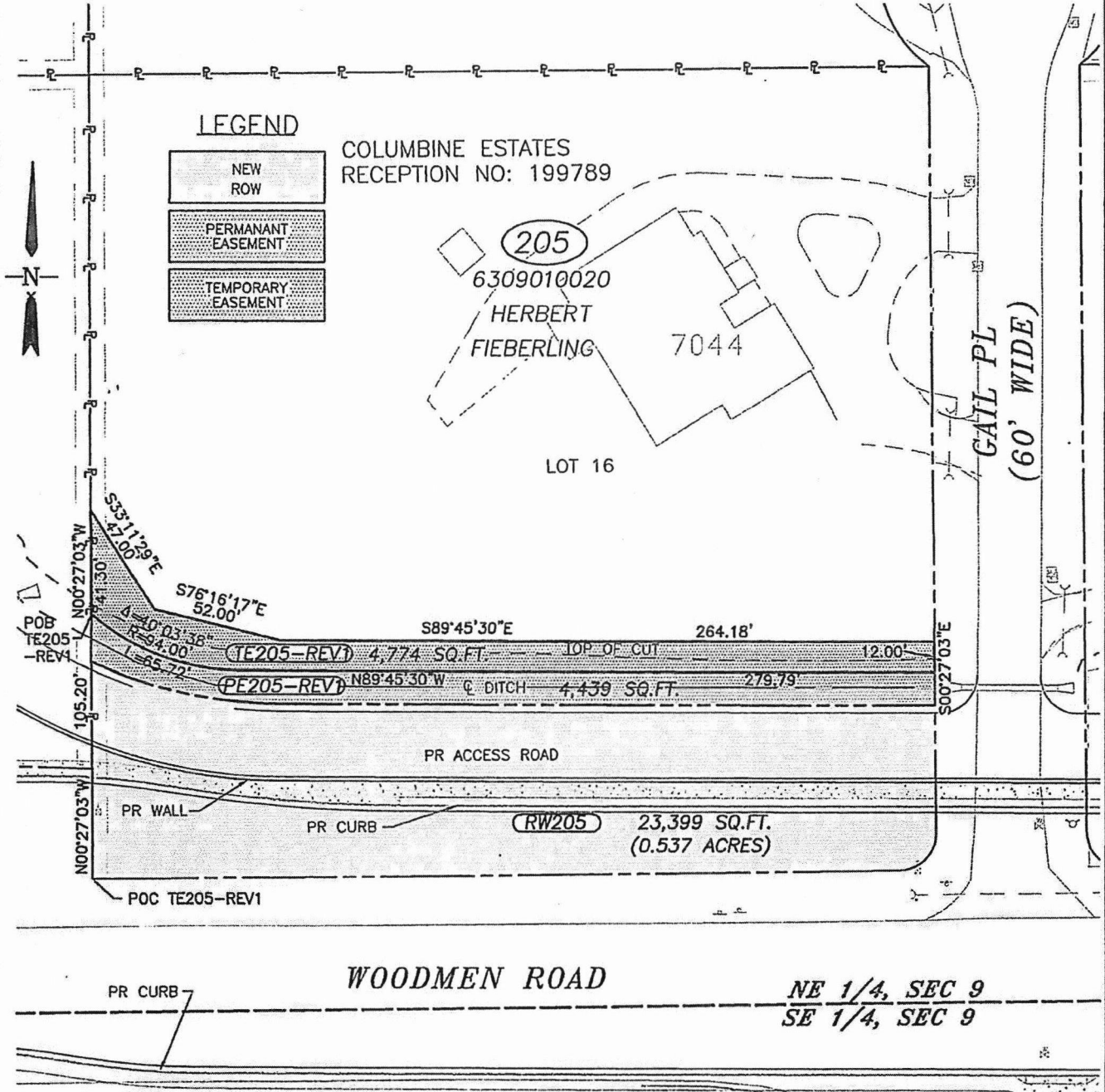
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



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



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