

RESOLUTION NO. 39-15

A RESOLUTION AUTHORIZING THE ACQUISITION OF A PORTION OF PROPERTY OWNED BY STEVEN J. BRISSETTE 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 Steven J. Brissette, consisting of a 0.790 acre portion of the land, as fully described in the Real Estate Purchase Agreement, commonly known as 2442 E. Woodmen Rd. 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 \$70,000.00 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, Steven J. Brissette desires to accept the Settlement Value amount of \$70,000.00, 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 Steven J. Brissette for the purchase price of \$70,000.00, 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 Steven J. Brissette, and comply with the Real Estate Manual.

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

ATTEST:


Sarah B. Johnson, City Clerk




Merv Bennett, Council President



Sheet Revisions		
Date	Description	Initials
11/13	Change in ownership parcels TE236 & TE237	JFL
6/14	Revisions on parcels: TE213, TE214, TE217, RW224, TE224, RW228, TE228, TE228A, RW231A, PE231A, TE231, PE232, TE232, TE235, TE247	JFL
6/14	Added parcels: PE214, PE217, PE228, PE231B, TE231A, PE235A, PE247	JFL

Sheet Revisions		
Date	Description	Initials
11/14	Change of ownership parcel RW229	JFL

Right of Way Plans				
OWNERSHIP MAP				
Project Number:	STU M240-046 UNIT II			
Project Location:	WOODMEN ROAD, STINSON TO POWERS			
Project Code:	Last Mod Date	Subst Sheets	Sheet No	Total No. of Sheets
12717 & 19450	9-8-2014	80.1-8.03	8.02	56

STEVEN J. BRISSETTE
2442 E WOODMEN RD
COLORADO SPRINGS CO 80920
(RW214) (PE219) (TE214-REV1)

RODRIGO & CINTIA TERRAZZO
2405 SINTON RD
COLORADO SPRINGS CO 80907
(RW217) (PE217) (TE217-REV1)

CARL & HAZELENE JORDAN
2580 E WOODMEN RD.
COLORADO SPRINGS CO 80920
(RW229)

DANIEL F. & MARIANE BALASKOVITS
7081 CINDY PL
COLORADO SPRINGS CO 80920
(RW222) (TE222)

ROBERT E. & JAMIE S. POTTBERG
2589 SHRIDER RD
COLORADO SPRINGS CO 80920
(RW223) (TE223)

DORIS TAGLIAIATELA & GARY M. CACCIATORE
2643 SHRIDER RD
COLORADO SPRINGS CO 80920
(RW224-REV1) (TE224-REV1)

CITY OF COLORADO SPRINGS
(AP 225)

NICOLE D-S. PAULSON
2205 PATRICIA WAY
COLORADO SPRINGS CO 80909
(RW226) (TE226) (TE226A)

CHRISTOPHER D. & JESSIE WILLARD
7157 N UNION BLVD
COLORADO SPRINGS CO 80920
(RW227) (TE227) (TE227A)

WAYNE C. & SUN I. HARRIS
15 MIRADA RD
COLORADO SPRINGS CO 80906
(RW228-REV1) (RW228A) (PE228)

GERALD R. & JACQUELINE V. HAAC
2814 E WOODMEN RD
COLORADO SPRINGS CO 80920
(RW231) (RW231A-REV1) (PE231)

(PE231A-REV1) (TE231B)

(TE231-REV1) (TE231A)

BURT & COLLEEN A. ALEXANDER
7126 LILAC PL
COLORADO SPRINGS CO 80920
(RW232) (PE232-REV1) (TE232-REV1)

BARBARA J MCALLISTER
7166 LILAC PL
COLORADO SPRINGS CO 80920
(RW233) (TE233)

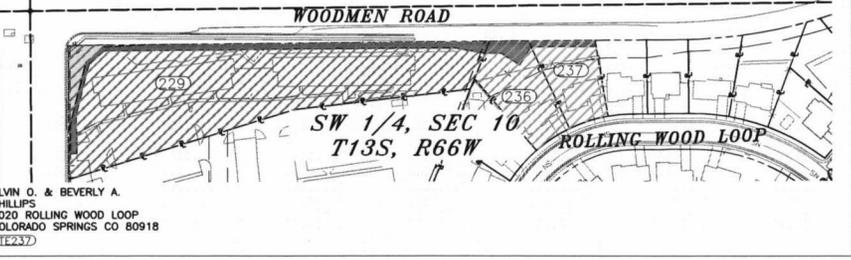
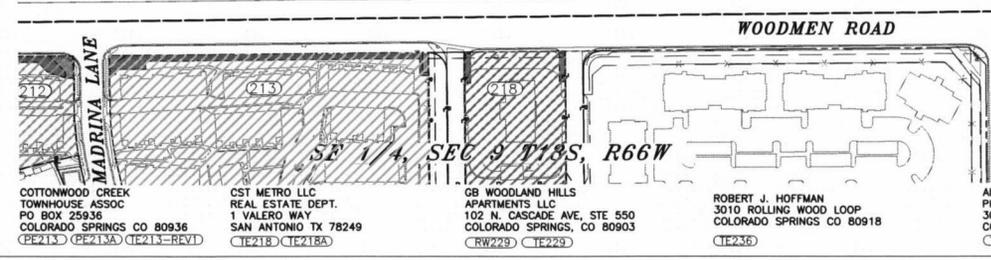
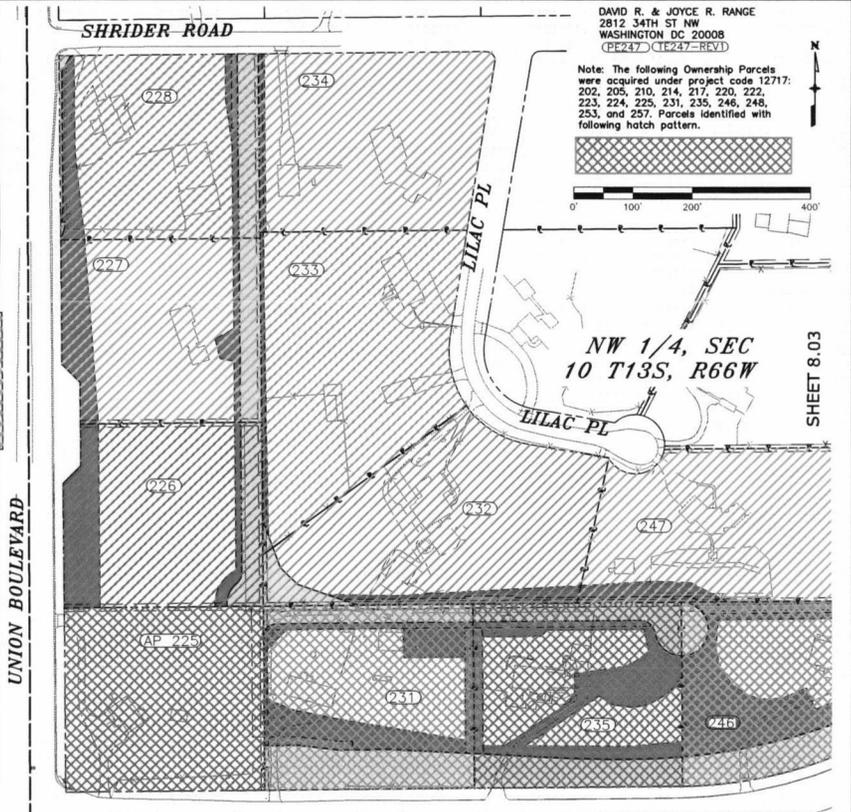
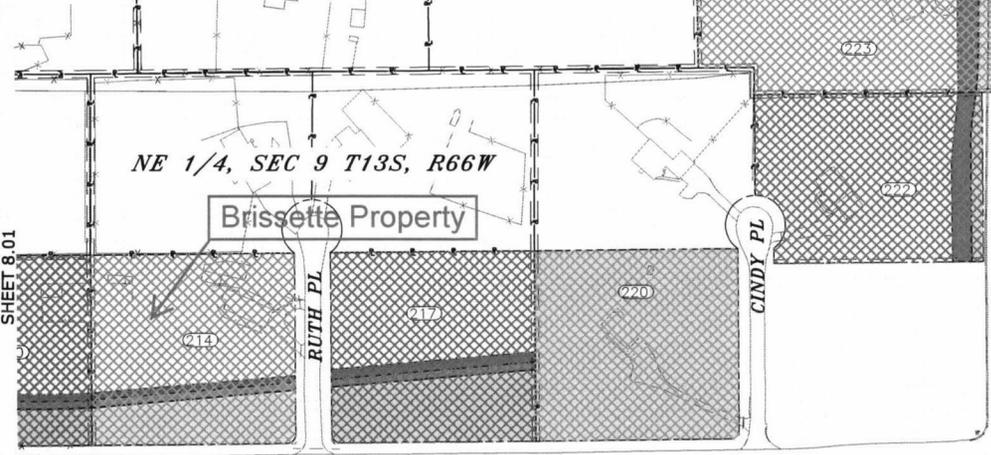
BONNIE PAUL STEFFY LIVING TRUST
THOMAS CHARLES STEFFY LIV TRUST
2235 WIMBERTON CT
COLORADO SPRINGS CO 80920
(TE234)

DANION & JANICE E. GILL
2916 E WOODMEN RD.
COLORADO SPRINGS CO 80920
(RW235) (RW235A) (PE235-REV1)

(PE235B) (TE235-REV1)

DELORES ART
2952 E WOODMEN RD.
COLORADO SPRINGS CO 80920
(RW246) (RW246A) (PE246)

(TE246)



COTTONWOOD CREEK TOWNHOUSE ASSOC
PO BOX 25936
COLORADO SPRINGS CO 80936
(PE213) (PE213A) (TE213-REV1)

CST METRO LLC
REAL ESTATE DEPT.
1 VALERO WAY
SAN ANTONIO TX 78249
(TE218) (TE218A)

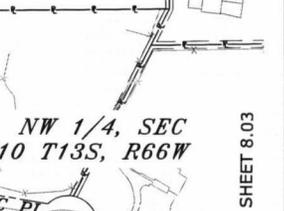
GB WOODLAND HILLS APARTMENTS LLC
102 N. CASCADE AVE, STE 550
COLORADO SPRINGS, CO 80903
(RW229) (TE229)

ROBERT J. HOFFMAN
3010 ROLLING WOOD LOOP
COLORADO SPRINGS CO 80918
(TE236)

ALVIN O. & BEVERLY A. PHILLIPS
3020 ROLLING WOOD LOOP
COLORADO SPRINGS CO 80918
(TE237)

DAVID R. & JOYCE R. RANGE
2812 34TH ST NW
WASHINGTON DC 20008
(PE247) (TE247-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.



SHEET 8.01

SHEET 8.03

REAL ESTATE PURCHASE AGREEMENT
Woodmen Road Phase II Improvements Project

This REAL ESTATE PURCHASE AGREEMENT ("Agreement"), dated this 18th day of March, 2015, is by and between Steven J. Brissette ("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. RW214, in fee simple, attached hereto and made a part hereof; and,

See Exhibit B legally describing, and Exhibit B-1 depicting Parcel No. PE214, 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. TE214-REV1 a temporary construction easement, attached hereto and made a part hereof.

also known as part of 2442 E. Woodmen Road and by El Paso County Tax Schedule No. 63090-10-018 (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.

1.2 Deposit. No deposit is required.

Woodmen Phase II
RES #
Parcel(s) RW214, PE214 and TE214-REV1

Property Owner: DFB City Ints: @ M19C
Date: 2-16-15 Date: 3-13-15 3/18/15

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 Thousand and 00/100 Dollars (\$70,000.00) (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:

- 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.

Woodmen Phase II
RES #
Parcel(s) RW214, PE214 and TE214-REV1

Property Owner: DRB City Ints: @ Mac
Date: 2-16-15 Date: 3-13-15 3-18-15

- b. Conveyance Deed. Seller shall convey Parcel RW214, 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 PE214, 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 Parcel TE214-REV1, temporary construction easement(s), as described in Exhibit C and depicted on Exhibit C-1, to City by a 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 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

Woodmen Phase II
 RES #
 Parcel(s) RW214, PE214 and TE214-REV1

Property Owner: DDB City Ints: @ Mpc
 Date: 2-16-15 Date: 3-13-15 3-18-15

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 and 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.

Woodmen Phase II
RES #
Parcel(s) RW214, PE214 and TE214-REV1

Property Owner: DAB City Ints: @ M4C
Date: 5-16-15 Date: 3-13-15 3-18-15

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:

5.2

If to Seller: Steven J. Brissette 2442 E. Woodmen Road Colorado Springs, CO 80920 Phone: 719-213-5317 E-mail: stevenbrissette1@gmail.com	If to City: City of Colorado Springs Ronn Carentine, Real Estate Services 30 South Nevada, Suite 502 Colorado Springs, CO 80903 Phone: (719) 385-5605 Fax: (719) 385-5610 E-mail: rcarentine@springsgov.com
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Woodmen Phase II
RES #
Parcel(s) RW214, PE214 and TE214-REV1

Property Owner: ARB City Ints: @ ABC
Date: 2-16-15 Date: 3-13-15 3-18-15

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.
- 6.4 Special Provisions.
- a. 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.

Woodmen Phase II
RES #
Parcel(s) RW214, PE214 and TE214-REV1

Property Owner: MB City Ints: @ MGC
Date: 2-16-15 Date: 3-13-15 3-18-15

- 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.

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

Woodmen Phase II
RES #
Parcel(s) RW214, PE214 and TE214-REV1

Property Owner: ADB City Ints: @ Mac
Date: 2-16-15 Date: 3-13-15 31 10

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.

VII. SIGNATURE PAGES

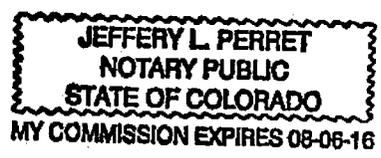
Seller: Steven J. Brissette

By: Steven J. Brissette
Steven J. Brissette

2-16-15
Date

State of Colorado)
County of El Paso) ss.

The foregoing instrument was acknowledged before me this 16th day of February, 2015, by Steven J. Brissette.



Witness my hand and official seal

My commission Expires: 08-06-16

Jeffery L. Perret
Notary Public

Woodmen Phase II
RES #
Parcel(s) RW214, PE214 and TE214-REV1

Property Owner: DB @ MC
Date: 2-16-15 Date: 3-13-15 3-18-16

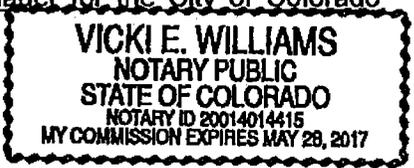
CITY OF COLORADO SPRINGS:

By: *Ronn Carlentine*
Ronn Carlentine
Manager, Real Estate Services

3.13.15
Date

State of Colorado)
) ss.
County of El Paso)

The foregoing instrument was acknowledged before me this 13th day of MARCH, 2015, by Ronn Carlentine as Real Estate Services Manager for the City of Colorado Springs, Colorado.



Witness my hand and official seal

My commission Expires: 05-28-2017

Vicki E. Williams
Notary Public

By: *Michael A. Chaves*
Michael A. Chaves, Senior Civil Engineer

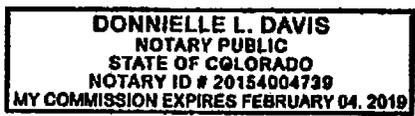
3-18-2015
Date

State of Colorado)
) ss.
County of El Paso)

The foregoing instrument was acknowledged before me this 18th day of March, 2015, by Michael A. Chaves as Senior Civil Engineer for the City of Colorado Springs, Colorado.

Witness my hand and official seal

My commission Expires: Feb 4 2019



Donnielle L. Davis
Notary Public

Approved as to form:
[Signature]
City Attorney

19 Mar 2015
Date

Woodmen Phase II
RES #
Parcel(s) RW214, PE214 and TE214-REV1

Property Owner: *AB* City Ints: *@ Mac*
Date: *9 Mar 15* Date: 3.13.15 3-18-15

EXHIBIT "A"

Project No. STU M240-046 Unit II

Project Code: 12717

Date: August 01, 2014

DESCRIPTION

A tract or parcel No. RW214 of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 18, 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 18;

- 1) Thence N00°27'03"W on the west line of lot 18, a distance of 63.16 feet to a non tangent curve left;
- 2) Thence on the arc of said curve, having a radius of 985.00 feet, a delta angle of 00°34'03", an arc length of 9.76 feet, whose long chord bears N85°17'48"E a distance of 9.76 feet;
- 3) Thence N85°00'47"E a distance of 331.31 feet to the east line of lot 18;
- 4) Thence S00°27'03"E on said east line, a distance of 74.52 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 18, a distance of 325.03 feet to the point of beginning.

The above tract of land contains 25,894 square feet or 0.594 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.

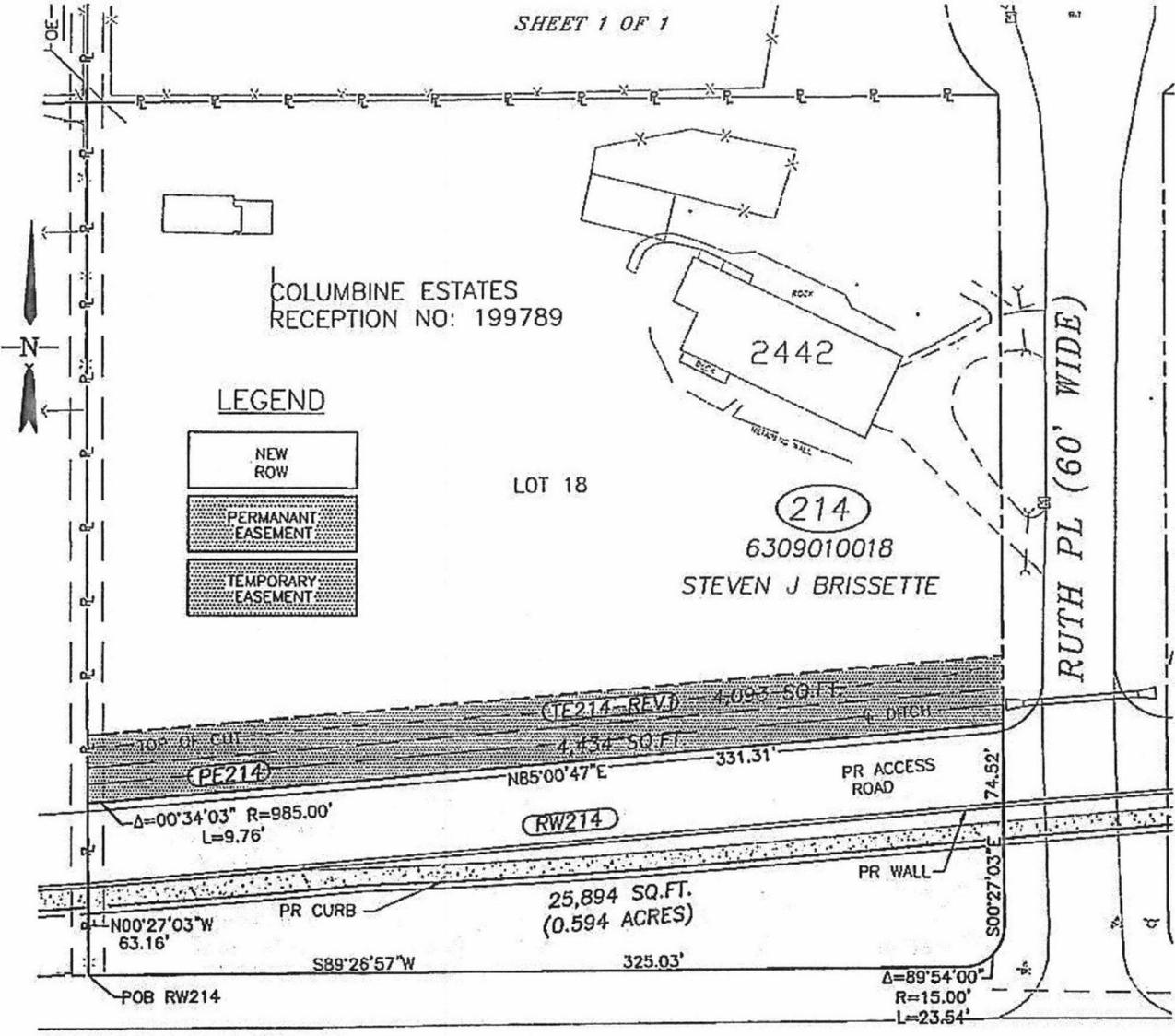
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "A-1"

PARCEL NO. RW214 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



NE 1/4, SEC 9 WOODMEN ROAD

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

EXHIBIT "B"

Project No. STU M240-046 Unit II
Project Code: 12717
Date: August 01, 2014
Easement Purpose: Drainage Ditch Construction and Maintenance

DESCRIPTION

A tract or parcel No. PE214 of the Department of Transportation, State of Colorado, Project No. STU M240-046 Unit II, located in a portion of Lot 18, Block 3 of Columbine Estates recorded with reception No. 199789 in the records of El Paso County, Colorado, located in the NE 1/4 of 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 18, Block 3, thence N00°27'03"W on the west line of said lot 18, a distance of 63.16 feet to the point of beginning;

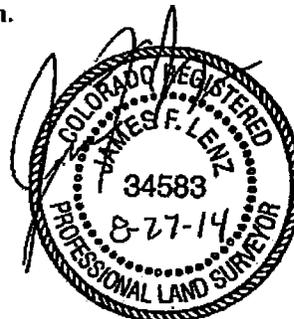
1. Thence N00°27'03"W continuing on said west line, a distance of 13.03 feet to a non tangent curve to the left;
2. Thence on the arc of said curve, having a radius of 972.00 feet, having a delta angle of 00°30'52", an arc length of 8.73 feet, whose long chord bears N85°16'13"E a distance of 8.73 feet;
3. Thence N85°00'47"E a distance of 332.34 feet to the east line of said lot 18;
4. Thence S00°27'03"E on said east line, a distance of 13.04 feet ;
5. Thence S85°00'47"W a distance of 331.31 feet to a point of curve to the right;
6. Thence on the arc of said curve, having a radius of 985.00 feet, having a delta angle of 00°34'03", an arc length of 9.76 feet, whose long chord bears S85°17'48"W a distance of 9.76 feet to the point of beginning.

The above tract of land contains 4,434 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)

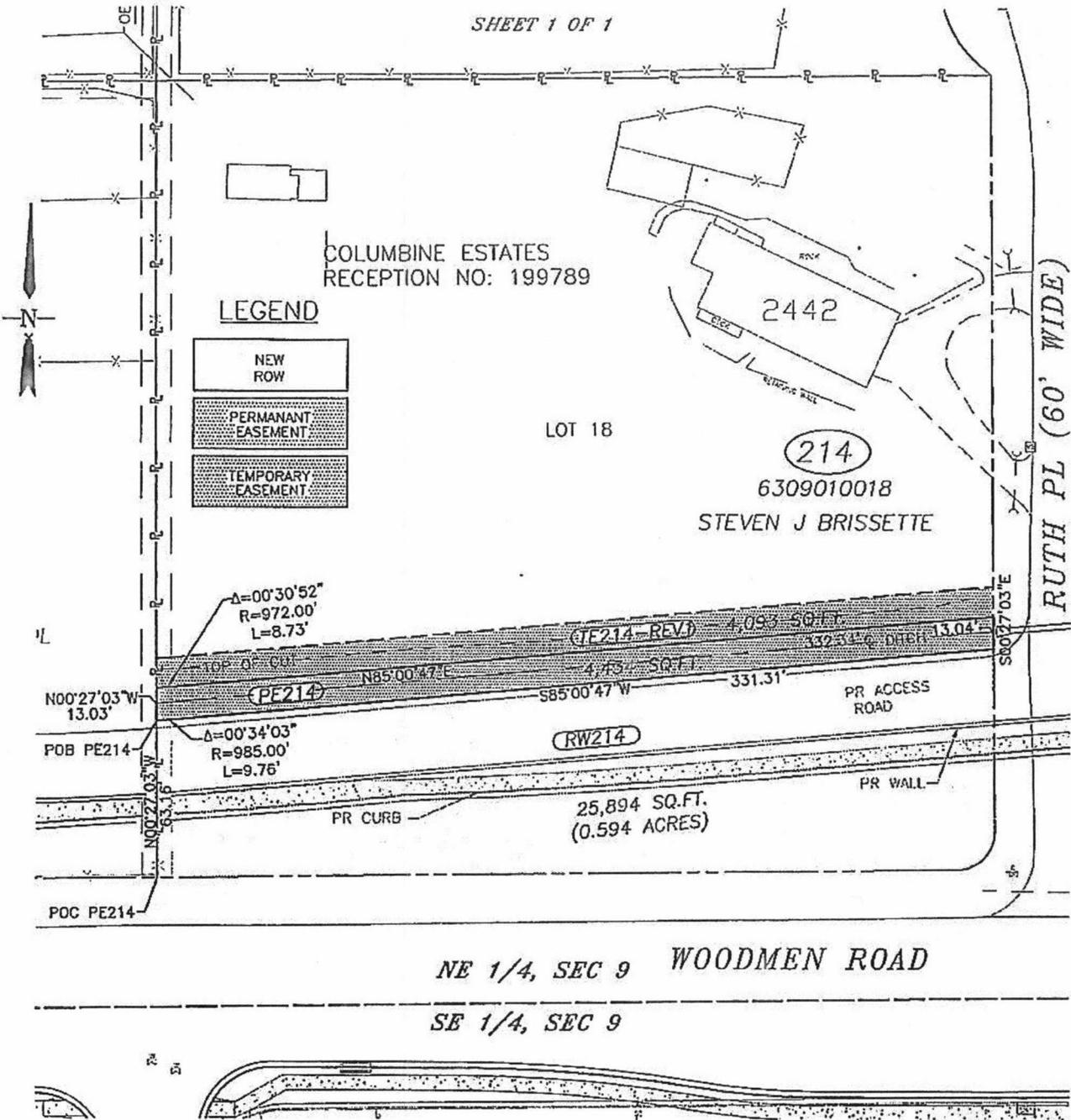
The forgoing description has been prepared by or under my direct supervision.

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



LEGAL DESCRIPTION EXHIBIT "B-1"

PARCEL NO. PE214 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



NE 1/4, SEC 9 WOODMEN ROAD
 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

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. TE214-REV1 of the Department of Transportation, State of Colorado, Project No. STU M240-046 Unit II, located in a portion of Lot 18, Block 3 of Columbine Estates recorded with reception No. 199789 in the records of El Paso County, Colorado, located in the NE 1/4 of 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 18, Block 3, thence $N00^{\circ}27'03''W$ on the west line of said lot 18, a distance of 76.19 feet to the point of beginning;

1. Thence $N00^{\circ}27'03''W$ continuing on said west line, a distance of 12.03 feet to a non tangent curve to the left;
2. Thence on the arc of said curve, having a radius of 960.00 feet, having a delta angle of $00^{\circ}27'50''$, an arc length of 7.77 feet, whose long chord bears $N85^{\circ}14'42''E$ a distance of 7.77 feet;
3. Thence $N85^{\circ}00'47''E$ a distance of 333.29 feet to the east line of said lot 18;
4. Thence $S00^{\circ}27'03''E$ on said east line, a distance of 12.04 feet;
5. Thence $S85^{\circ}00'47''W$ a distance of 332.34 feet to a point of curve to the right;
6. Thence on the arc of said curve, having a radius of 972.00 feet, having a delta angle of $00^{\circ}30'52''$, an arc length of 8.73 feet, whose long chord bears $S85^{\circ}16'13''W$ a distance of 8.73 feet to the point of beginning.

The above tract of land contains 4,093 square feet or 0.094 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.

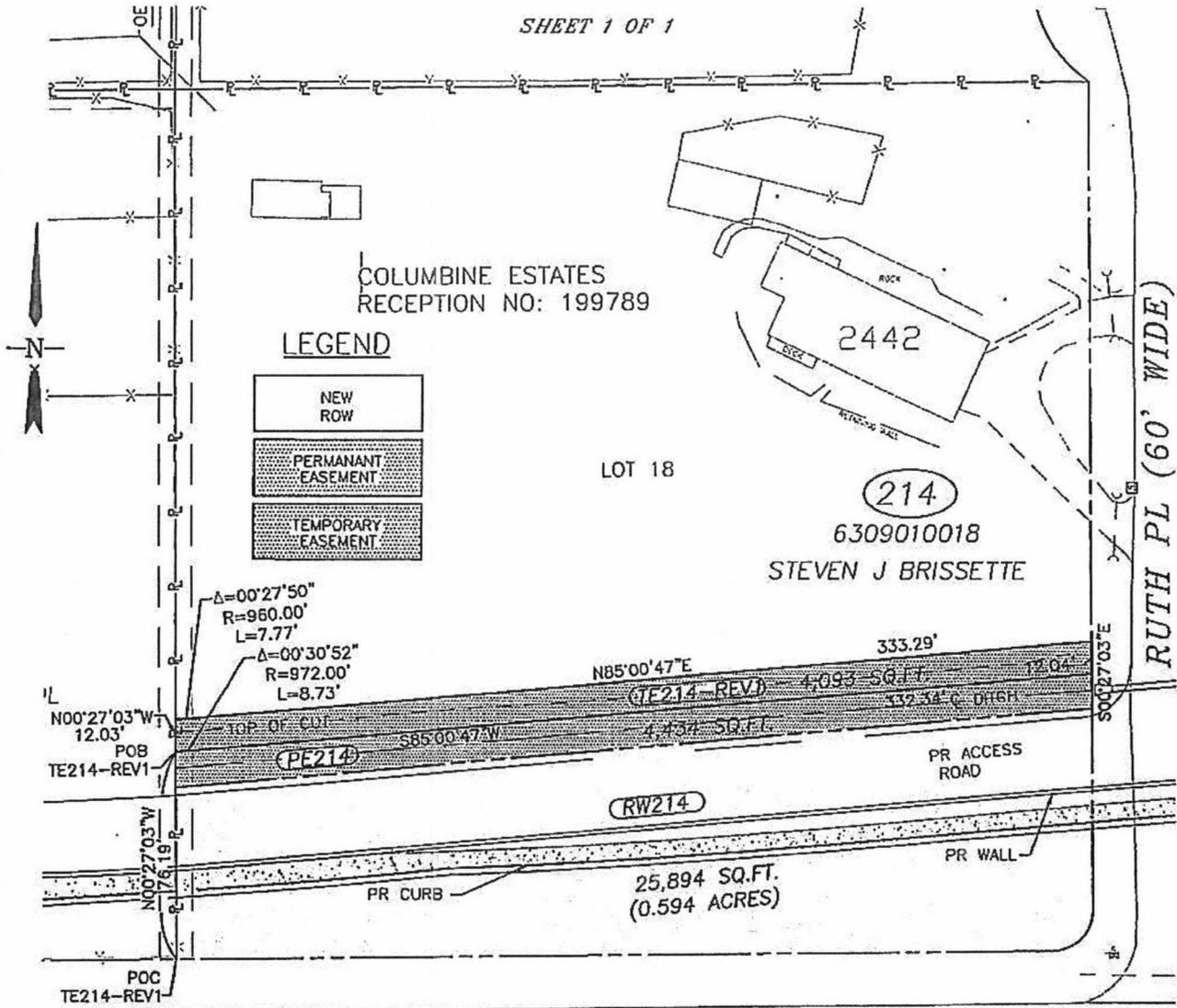
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "C-1"

PARCEL NO. TE214-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



NE 1/4, SEC 9 WOODMEN ROAD

SE 1/4, SEC 9

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