

RESOLUTION NO. 52-15

A RESOLUTION AUTHORIZING THE ACQUISITION OF A PORTION OF PROPERTY OWNED BY THE SPRINGS COMMUNITY CHURCH, A COLORADO NON-PROFIT CORPORATION 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 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 The Springs Community Church, consisting of a 0.838 acre portion of the land, as fully described in the Real Estate Purchase Agreement, commonly known as 7290 Lexington Drive 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 Compensation Value of \$67,750.00 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**, The Springs Community Church desire to accept the Compensation Value amount of \$67,750.00, 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:**

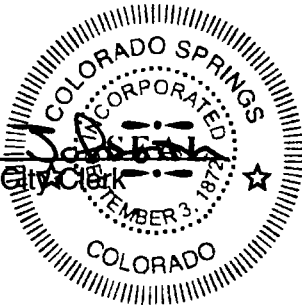
Section 1. City Council hereby authorizes the acquisition of the Property from The Springs Community Church for the purchase price of \$67,750.00, in accordance with the executed Real Estate Purchase Agreement as described on Exhibit B attached hereto and made a part hereof, and in connection with the PPRTA-approved Woodmen Road Corridor Improvements Project.

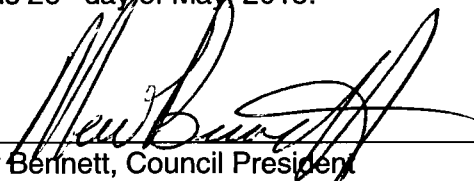
Section 2. The City's Real Estate Services Manager is authorized to execute all documents necessary to complete the acquisition of the Property from The Springs Community Church, and comply with the Real Estate Manual.

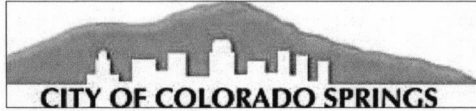
DATED at Colorado Springs, Colorado, this 26<sup>th</sup> day of May, 2015.

ATTEST:

  
Sarah B. Johnson, City Clerk



  
Merv Bennett, Council President



31 E. PLATTE AVE, SUITE 206  
 COLORADO SPRINGS, CO 80903  
 TEL: 719.238.2977

Sheet Revisions		
Date	Description	Initials
6/14	Revisions on parcels: TE249, RW250, TE250, RW251, TE251	JFL
6/14	Added parcel: PE249	JFL

Sheet Revisions		
Date	Description	Initials

Right of Way Plans OWNERSHIP MAP				
Project Number:	STU M240-046 UNIT II			
Project Number:	STU M240-148			
Project Location:	WOODMEN ROAD, STINSON TO POWERS			
Project Code:	Last Mod. Date	Subset Sheets	Sheet No.	Total No. of Sheets
12717 & 19450	9-8-2014	8.01-8.03	8.03	56

HT SERVICES LLC  
 455 E PIKES PEAK AVE STE  
 100 COLORADO SPRINGS CO 80903  
 (PE245) (TE245)

DELORES ART  
 2952 E WOODMEN RD.  
 COLORADO SPRINGS CO 80920  
 (RW246) (RW246A) (PE246)  
 (TE246)

DAVID R. & JOYCE R. RANGE  
 2812 34TH ST NW  
 WASHINGTON DC 20008  
 (PE247) (TE247-REV1)

ROBERT W. & DIANA Y. DUNCAN  
 6154 COTTONTAIL RD NE  
 RIO RANCHO NM 87144  
 (RW248)

ORTMANN M JORDANA REVOCABLE TRUST  
 6860 DELMONDO DR UNIT 222  
 COLORADO SPRINGS CO 80919  
 (RW249) (PE249) (TE249-REV1)

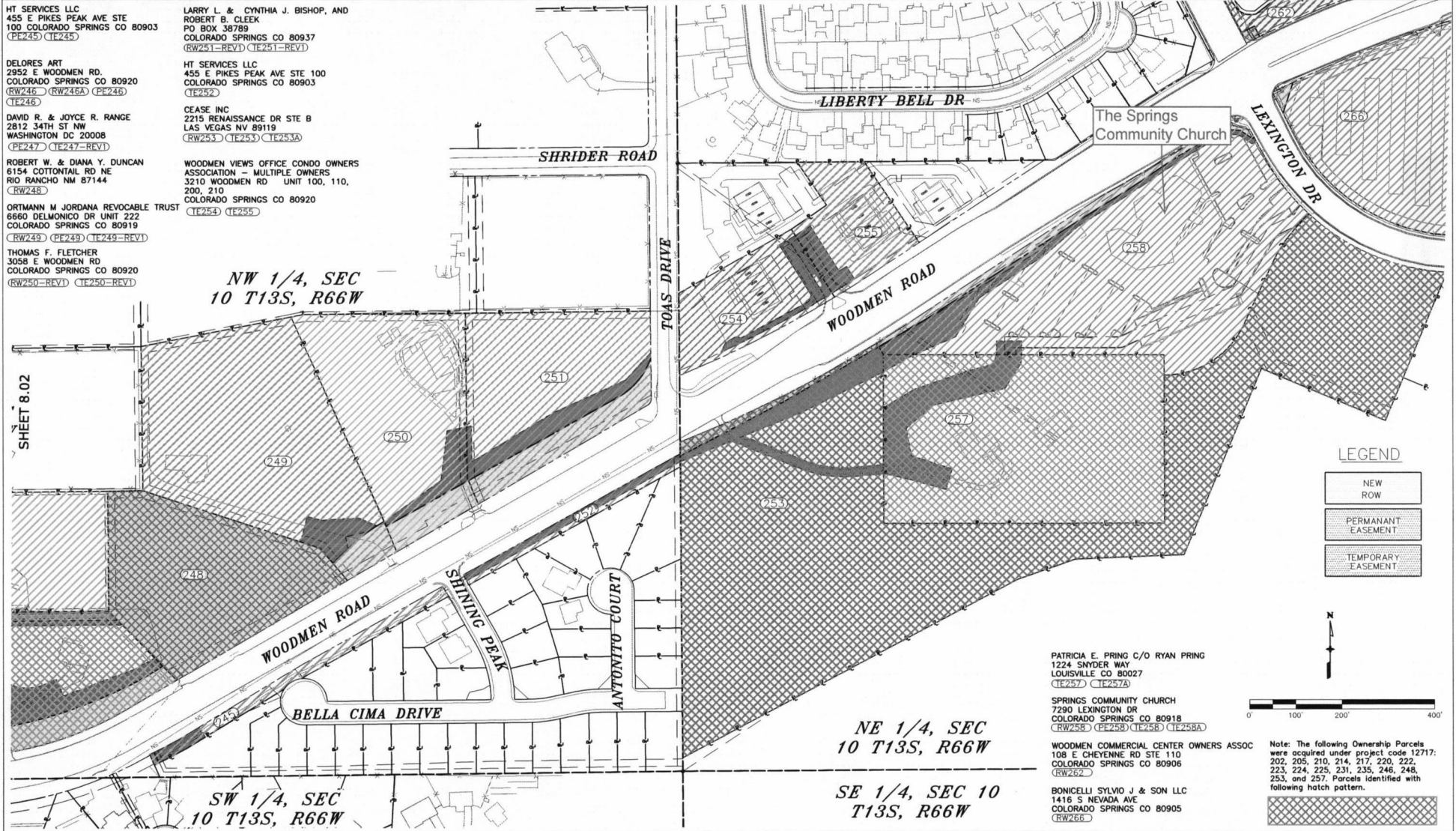
THOMAS F. FLETCHER  
 3058 E WOODMEN RD  
 COLORADO SPRINGS CO 80920  
 (RW250-REV1) (TE250-REV1)

LARRY L. & CYNTHIA J. BISHOP, AND  
 ROBERT B. CLEEK  
 PO BOX 38789  
 COLORADO SPRINGS CO 80937  
 (RW251-REV1) (TE251-REV1)

HT SERVICES LLC  
 455 E PIKES PEAK AVE STE 100  
 COLORADO SPRINGS CO 80903  
 (TE252)

CEASE INC  
 2215 RENAISSANCE DR STE B  
 LAS VEGAS NV 89119  
 (RW253) (TE253) (TE253A)

WOODMEN VIEWS OFFICE CONDO OWNERS  
 ASSOCIATION - MULTIPLE OWNERS  
 3210 WOODMEN RD UNIT 100, 110,  
 200, 210  
 COLORADO SPRINGS CO 80920  
 (TE254) (TE255)



The Springs  
 Community Church

LEGEND

- NEW ROW
- PERMANENT EASEMENT
- TEMPORARY EASEMENT



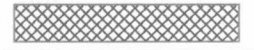
PATRICIA E. PRING C/O RYAN PRING  
 1224 SNYDER WAY  
 LOUISVILLE CO 80027  
 (TE257) (TE257A)

SPRINGS COMMUNITY CHURCH  
 7290 LEXINGTON DR  
 COLORADO SPRINGS CO 80918  
 (RW258) (PE258) (TE258) (TE258A)

WOODMEN COMMERCIAL CENTER OWNERS ASSOC  
 108 E CHEYENNE RD STE 110  
 COLORADO SPRINGS CO 80906  
 (RW262)

BONICELLI SYLVIO J & SON LLC  
 1416 S NEVADA AVE  
 COLORADO SPRINGS CO 80905  
 (RW266)

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



NW 1/4, SEC 10 T13S, R66W

SW 1/4, SEC 10 T13S, R66W

NE 1/4, SEC 10 T13S, R66W

SE 1/4, SEC 10 T13S, R66W

SHEET 8.02

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

This REAL ESTATE PURCHASE AGREEMENT ("Agreement"), dated this 20<sup>th</sup> day of APRIL, 2015, is by and between The Springs Community Church, a Colorado non-profit corporation ("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 \_\_\_\_\_ State of Colorado, described as:

**See Exhibit A legally describing, and Exhibit A-1 depicting Parcel No. RW258, in fee simple, attached hereto and made a part hereof; and,**

**See Exhibit B legally describing, and Exhibit B-1 depicting Parcel No. PE258, 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. TE258 a temporary construction easement, attached hereto and made a part hereof; and,**

**See Exhibit D legally describing, and Exhibit D-1 depicting Parcel No. TE258A a temporary construction easement, attached hereto and made a part hereof.**

also known as part of 7290 Lexington Drive and by El Paso County Tax Schedule No. 63101-07-070 (the above stated parcels referred to collectively as the

Woodmen Phase II  
RES #  
Parcel(s) RW258, PE258, TE258 and TE258A

Property Owner: E.R.C. City Ints: @ MLC  
Date: 4-20-15 Date: 4-28-15 4-29-15

"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.

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 Sixty-Seven Thousand Seven Hundred Fifty and 00/100 Dollars (\$67,750.00) (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 6215 Corporate Drive #101, Colorado Springs, CO 80919, 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.

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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.
- b. Conveyance Deed. Seller shall convey Parcel RW258, 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 PE258, 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 TE258, 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. Temporary Construction Easement. Seller shall convey Parcel TE258A, temporary construction easement(s), as described in Exhibit D and depicted on Exhibit D-1, to City by a Temporary Construction Easement, free and clear of any liens or

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encumbrances whether recorded or unrecorded, but subject to existing easements, conditions and restrictions of record, insofar as they may lawfully affect the Property.

- f. 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 pursue any remedies it may have at law or in equity, including condemnation.
- g. 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.
- h. 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.
- i. 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

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Parcel(s) RW258, PE258, TE258 and TE258A

Property Owner: E.B.C. City Ints: Ⓜ M 44  
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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.

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Property Owner: EBC City Ints: Ⓟ MAC  
Date: 4-20-15 Date: 4-28-15 7-29-15



**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

<b>If to Seller:</b>	<b>If to City:</b>
The Springs Community Church 7290 Lexington Drive Colorado Springs, CO 80918 Phone: 719-590-1705 Cell: E-mail: marcia.matheny@sccrca.org	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

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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.
- 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

Woodmen Phase II  
RES #  
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Property Owner: EBC City Ints: E MAC  
Date: 4-20-15 Date: 4.28.15 4-29-15

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 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  
OWNER SIGNATURE TO FOLLOW

Woodmen Phase II  
RES #  
Parcel(s) RW258, PE258, TE258 and TE258A

Property Owner: EBC City Ints: P M&C  
Date: 4-20-15 Date: 4-28-15 4-29-15

VII. SIGNATURE PAGES

Seller: The Springs Community Church, a Colorado non-profit corporation

By: Eric B. Carpenter  
Eric B. Carpenter

4-20-15  
Date

Title: Board President

State of Colorado )  
                                  ) ss  
County of El Paso )

The foregoing instrument was acknowledged before me this 20th day of April, 2015, by Eric B. Carpenter as Board President for The Springs Community Church, a Colorado non-profit corporation.

Witness my hand and official seal

My commission Expires: October 22, 2015

Marcia Matheny  
Notary Public  
**MARCIA MATHENY**  
NOTARY PUBLIC  
STATE OF COLORADO  
My Commission Expires 10/22/2015

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CITY SIGNATURES TO FOLLOW

Woodmen Phase II  
RES #  
Parcel(s) RW258, PE258, TE258 and TE258A

Property Owner: E.B.C. City Ints: @ M&C  
Date: 4-20-15 Date: 4-28-15 4-29-15



## EXHIBIT "A"

Project No. STU M240-148

Project Code: 19450

Date: September 1, 2014

### DESCRIPTION

A tract or parcel No. RW258 of the City of Colorado Springs, State of Colorado, Project No. STU M240-148 located in a portion of Lot 1, The Springs Community Church Subdivision Filing 2, recorded with reception No. 98137433 in the records of El Paso County, Colorado, located in Section 10, 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 westerly most corner of said lot 1;

- 1) Thence on the arc of a curve to the left, having a radius of 2,596.54 feet, a delta angle of  $01^{\circ}38'37''$ , an arc length of 74.48 feet, whose long chord bears  $N57^{\circ}10'02''E$  a distance of 74.48 feet;
- 2) Thence  $N56^{\circ}20'44''E$  a distance of 499.94 feet;
- 3) Thence  $N60^{\circ}21'25''E$  a distance of 109.04 feet to a non-tangent curve to the right;
- 4) Thence on the arc of said curve, having a radius of 2,478.51 feet, a delta angle of  $04^{\circ}36'42''$ , an arc length of 199.49 feet, whose long chord bears  $N58^{\circ}16'06''E$  a distance of 199.44 feet;
- 5) Thence  $S75^{\circ}21'48''E$  a distance of 60.08 feet;
- 6) Thence  $S27^{\circ}38'43''E$  a distance of 18.42 feet;
- 7) Thence  $S62^{\circ}21'17''W$  a distance of 4.60 feet;
- 8) Thence  $N56^{\circ}22'45''W$  a distance of 32.13 feet;
- 9) Thence  $N89^{\circ}20'04''W$  a distance of 38.39 feet to a non-tangent curve to the left;
- 10) Thence on the arc of said curve, having a radius of 2,460.50 feet, a delta angle of  $04^{\circ}52'05''$ , an arc length of 209.06 feet, whose long chord bears  $S57^{\circ}40'31''W$  a distance of 209.00 feet;
- 11) Thence  $S57^{\circ}49'59''W$  a distance of 154.43 feet;
- 12) Thence  $S56^{\circ}46'56''W$  a distance of 394.25 feet;
- 13) Thence  $S59^{\circ}43'00''W$  a distance of 114.74 feet to the westerly line of said lot 1;
- 14) Thence  $N32^{\circ}01'01''W$  on said westerly line, a distance of 8.19 feet to the point of beginning

The above tract of land contains 13,374 square feet or 0.307 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.

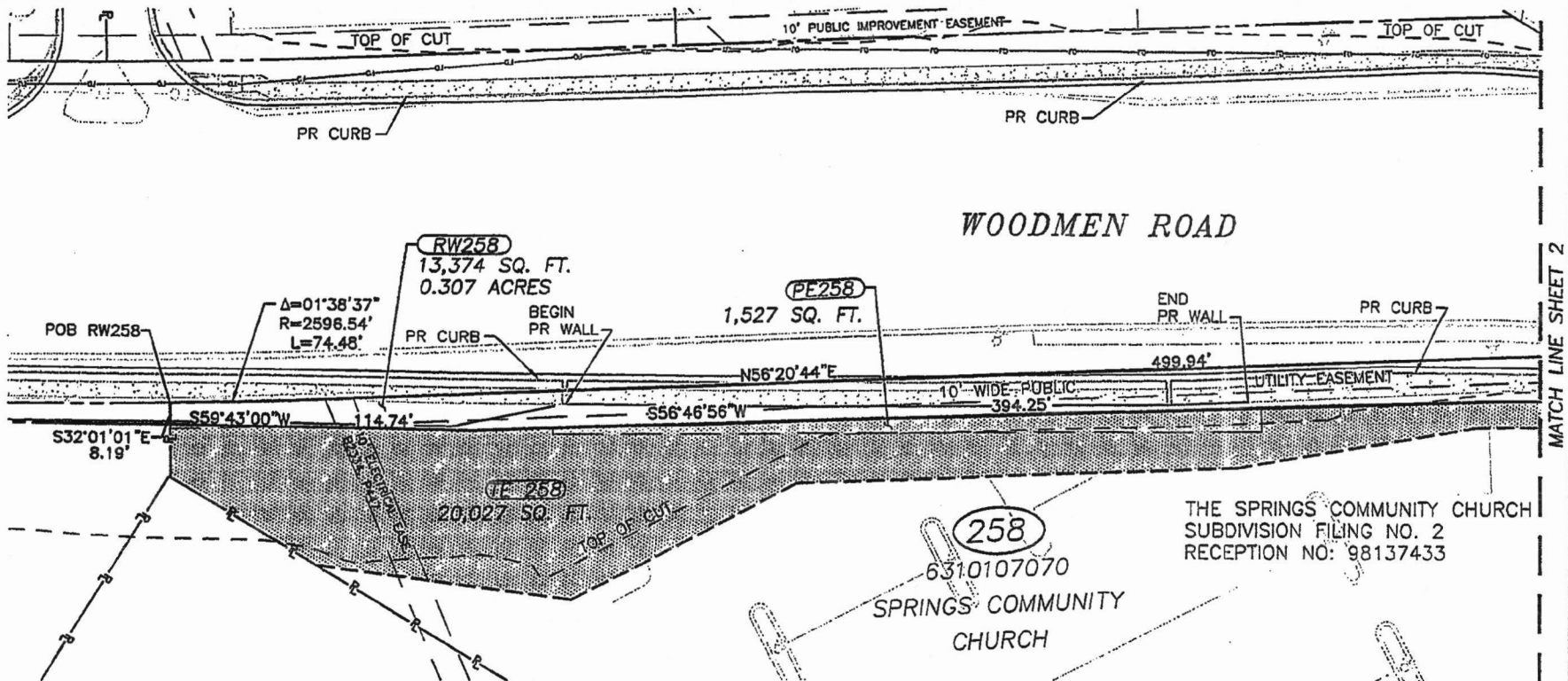
James F. Lenz PLS 34583  
For and on behalf of  
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT A-1

A TRACT OR PARCEL NO. RW258 OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO, PROJECT NO. STU M240-148, LOCATED IN THE NE 1/4 SECTION 10, TOWNSHIP 13 SOUTH, AND RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO

SHEET 1 OF 2



LEGEND

NEW ROW
PERMANANT EASEMENT
TEMPORARY EASEMENT

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



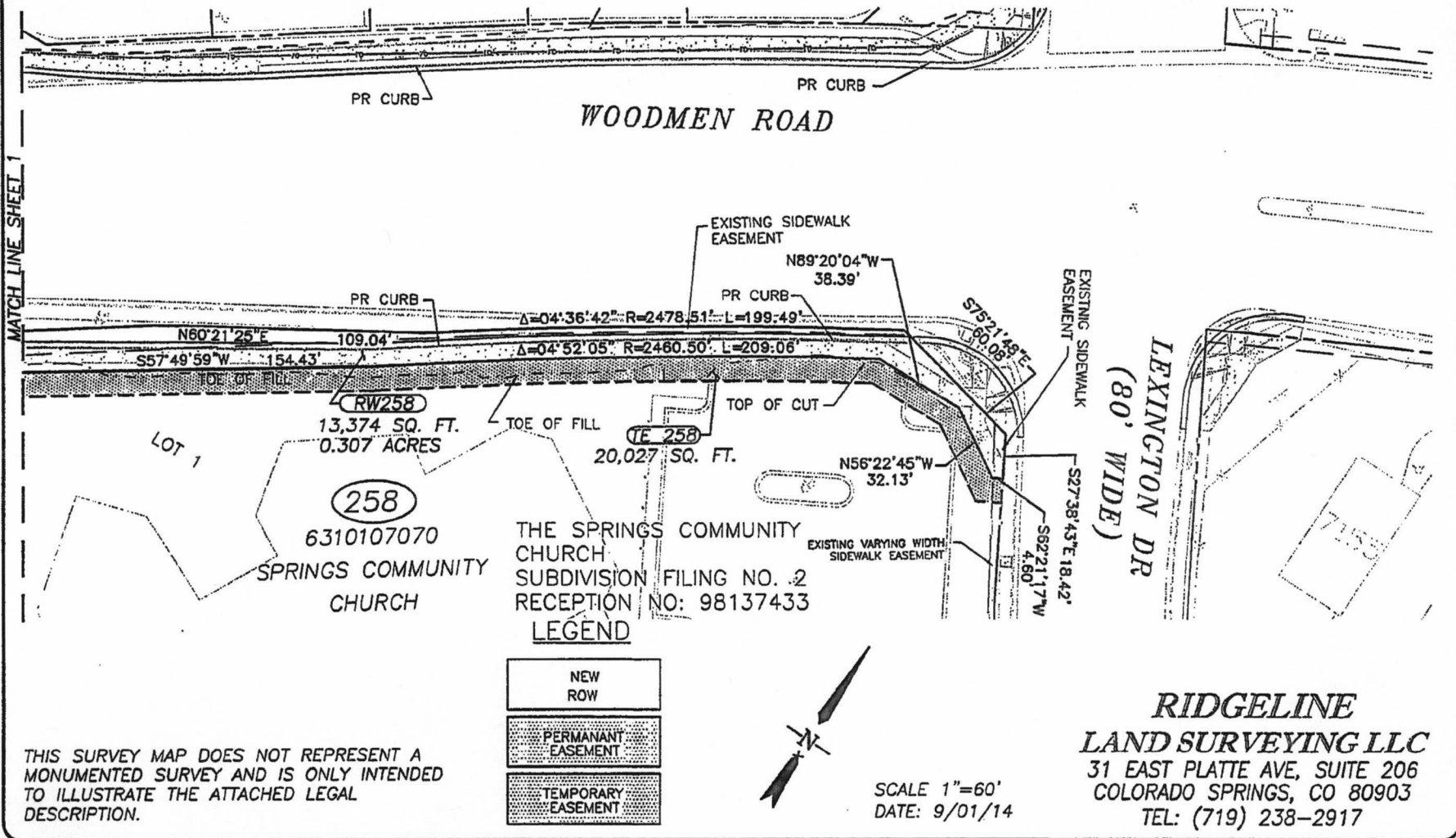
SCALE 1"=60'  
DATE: 9/01/14

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

LEGAL DESCRIPTION EXHIBIT A-1

A TRACT OR PARCEL NO. RW258 OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO, PROJECT NO. STU M240-148, LOCATED IN THE NE 1/4 SECTION 10, TOWNSHIP 13 SOUTH, AND RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO

SHEET 2 OF 2



THE SPRINGS COMMUNITY CHURCH SUBDIVISION FILING NO. 2 RECEPTION NO: 98137433

LEGEND

NEW ROW
PERMANENT EASEMENT
TEMPORARY EASEMENT

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



SCALE 1"=60'  
DATE: 9/01/14

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



## EXHIBIT "B"

Project No. STU M240-148  
Project Code: 19450  
Date: September 1, 2014  
Easement Purpose: Retaining Wall Maintenance

### DESCRIPTION

A tract or parcel No. PE258 of the City of Colorado Springs, State of Colorado, Project No. STU M240-148 located in a portion of Lot 1, The Springs Community Church Subdivision Filing 2, recorded with reception No. 98137433 in the records of El Paso County, Colorado, located in the NE 1/4 Section 10, 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 westerly most corner of said lot 1, Thence N62°20'50"E a distance of 145.02 feet to the point of beginning;

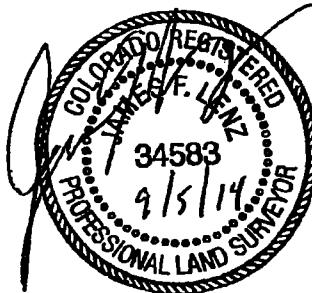
- 1) Thence N56°46'56"E a distance of 269.75 feet;
- 2) Thence S33°13'04"E a distance of 8.96 feet;
- 3) Thence S58°11'01"W a distance of 269.81 feet;
- 4) Thence N33°39'16"W a distance of 2.36 feet to the point of beginning.

The above tract of land contains 1,527 square feet or 0.035 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.

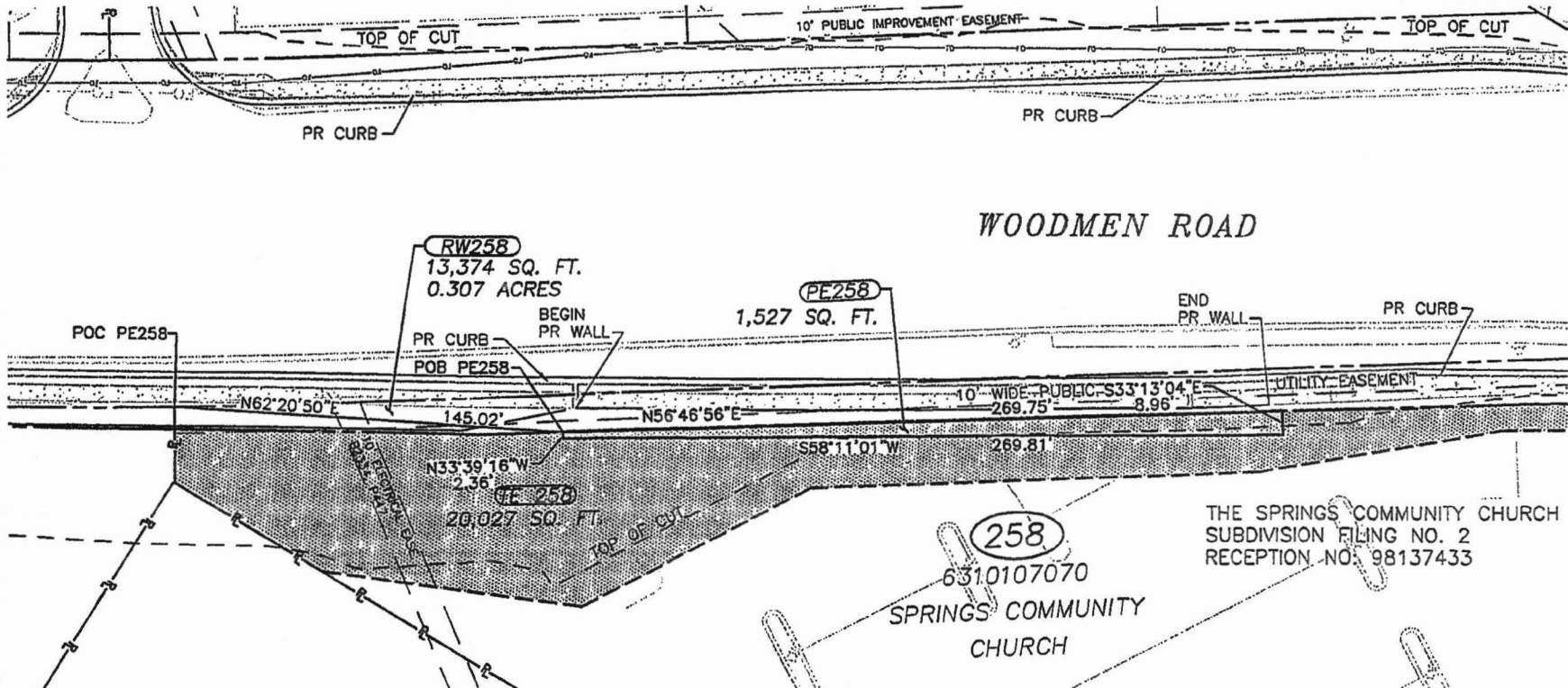
James F. Lenz PLS 34583  
For and on behalf of  
Ridgeline Land Surveying LLC.



# LEGAL DESCRIPTION EXHIBIT "B-1"

A TRACT OR PARCEL NO. PE258 OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO, PROJECT NO. STU M240-148, LOCATED IN THE NE 1/4 SECTION 10, TOWNSHIP 13 SOUTH, AND RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO

SHEET 1 OF 1



## LEGEND

NEW ROW
PERMANENT EASEMENT
TEMPORARY EASEMENT

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



SCALE 1"=60'  
DATE: 9/01/14

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

## EXHIBIT "C"

Project No. STU M240-148

Project Code: 19450

Date: September 1, 2014

Easement Purpose: Construction and Grading of Woodmen Road

### DESCRIPTION

A tract or parcel No. TE258 of the City of Colorado Springs, State of Colorado, Project No. STU M240-148 located in a portion of Lot 1, The Springs Community Church Subdivision Filing 2, recorded with reception No. 98137433 in the records of El Paso County, Colorado, located in the NE 1/4 Section 10, 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 northwest corner of said lot 1, Thence S32°01'01"E on the westerly line of lot 1, a distance of 8.19 feet to the point of beginning;

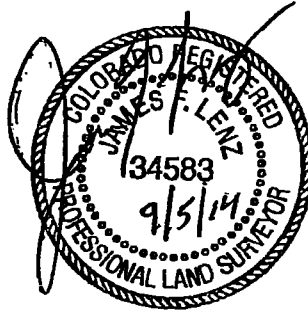
- 1) Thence N59°43'00"E a distance of 114.74 feet;
- 2) Thence N56°46'56"E a distance of 29.92 feet;
- 3) Thence S33°39'16"E a distance of 2.36 feet;
- 4) Thence N58°11'01"E a distance of 269.81 feet;
- 5) Thence N33°13'04"W a distance of 8.96 feet;
- 6) Thence N56°46'56"E a distance of 94.58 feet;
- 7) Thence N57°49'59"E a distance of 154.43 feet to a non-tangent curve to the right;
- 8) Thence on the arc of said curve, having a radius of 2,460.50 feet, a delta angle of 04°52'05", an arc length of 209.06 feet, whose long chord bears N57°40'31"E a distance of 209.00 feet;
- 9) Thence S89°20'04"E a distance of 38.39 feet;
- 10) Thence S56°22'45"E a distance of 32.13 feet;
- 11) Thence N62°21'17"E a distance of 4.60 feet;
- 12) Thence S27°38'43"E a distance of 10.00 feet;
- 13) Thence S62°21'17"W a distance of 10.52 feet;
- 14) Thence N56°22'45"W a distance of 35.09 feet;
- 15) Thence N89°20'04"W a distance of 32.70 feet to a non-tangent curve to the left;
- 16) Thence on the arc of said curve, having a radius of 2,450.50 feet, a delta angle of 04°48'35", an arc length of 205.71 feet, whose long chord bears S57°38'27"W a distance of 205.65 feet;
- 17) Thence S57°49'59"W a distance of 166.02 feet;
- 18) Thence S48°44'52"W a distance of 92.98 feet;
- 19) Thence S56°20'44"W a distance of 168.59 feet;
- 20) Thence S30°53'51"W a distance of 96.63 feet;
- 21) Thence S66°21'18"W a distance of 97.69 feet;
- 22) Thence S89°58'33"W a distance of 64.31 feet to the westerly line of said lot 1;
- 23) Thence N32°01'01"W on said westerly line, a distance of 20.68 feet to the point of beginning.

The above tract of land contains 20,027 square feet or 0.460 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.

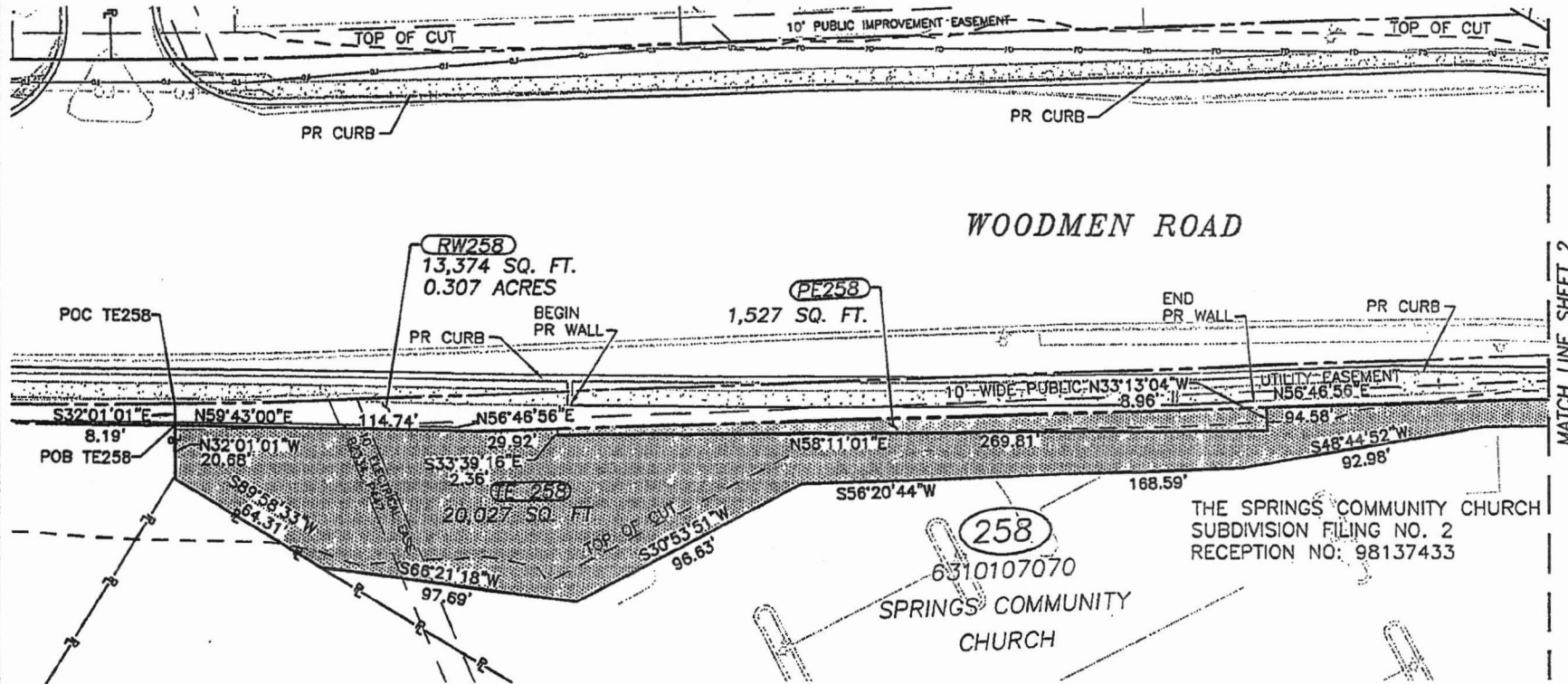
**James F. Lenz PLS 34583**  
**For and on behalf of**  
**Ridgeline Land Surveying LLC.**



# LEGAL DESCRIPTION EXHIBIT "C-1"

A TRACT OR PARCEL NO. TE258 OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO, PROJECT NO. STU M240-148, LOCATED IN THE NE 1/4 SECTION 10, TOWNSHIP 13 SOUTH, AND RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO

SHEET 1 OF 2



MATCH LINE SHEET 2

### LEGEND

- NEW ROW
- PERMANENT EASEMENT
- TEMPORARY EASEMENT

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



SCALE 1"=60'  
DATE: 9/01/14

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



**EXHIBIT "D"**

Project No. STU M240-148

Project Code: 19450

Date: September 1, 2014

Easement Purpose: Construction of an Access Driveway

**DESCRIPTION**

A tract or parcel No. TE258A of the City of Colorado Springs, State of Colorado, Project No. STU M240-148 located in a portion of Lot 1, The Springs Community Church Subdivision Filing 2, recorded with reception No. 98137433 in the records of El Paso County, Colorado, located in the NE 1/4 Section 10, 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 northwest corner of said lot 1; Thence S32°01'01"E on the westerly line of lot 1, a distance of 28.87 feet; thence N89°58'33"E on the south line of said lot 1, a distance of 240.26 feet to the point of beginning;

- 1) Thence N00°00'00"W a distance of 30.00 feet;
- 2) Thence N89°58'33"E a distance of 53.63 feet;
- 3) Thence S00°00'00"E a distance of 30.00 feet;
- 4) Thence S89°58'33"W a distance of 53.63 feet to the point of beginning.

The above tract of land contains 1,552 square feet or 0.036 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.

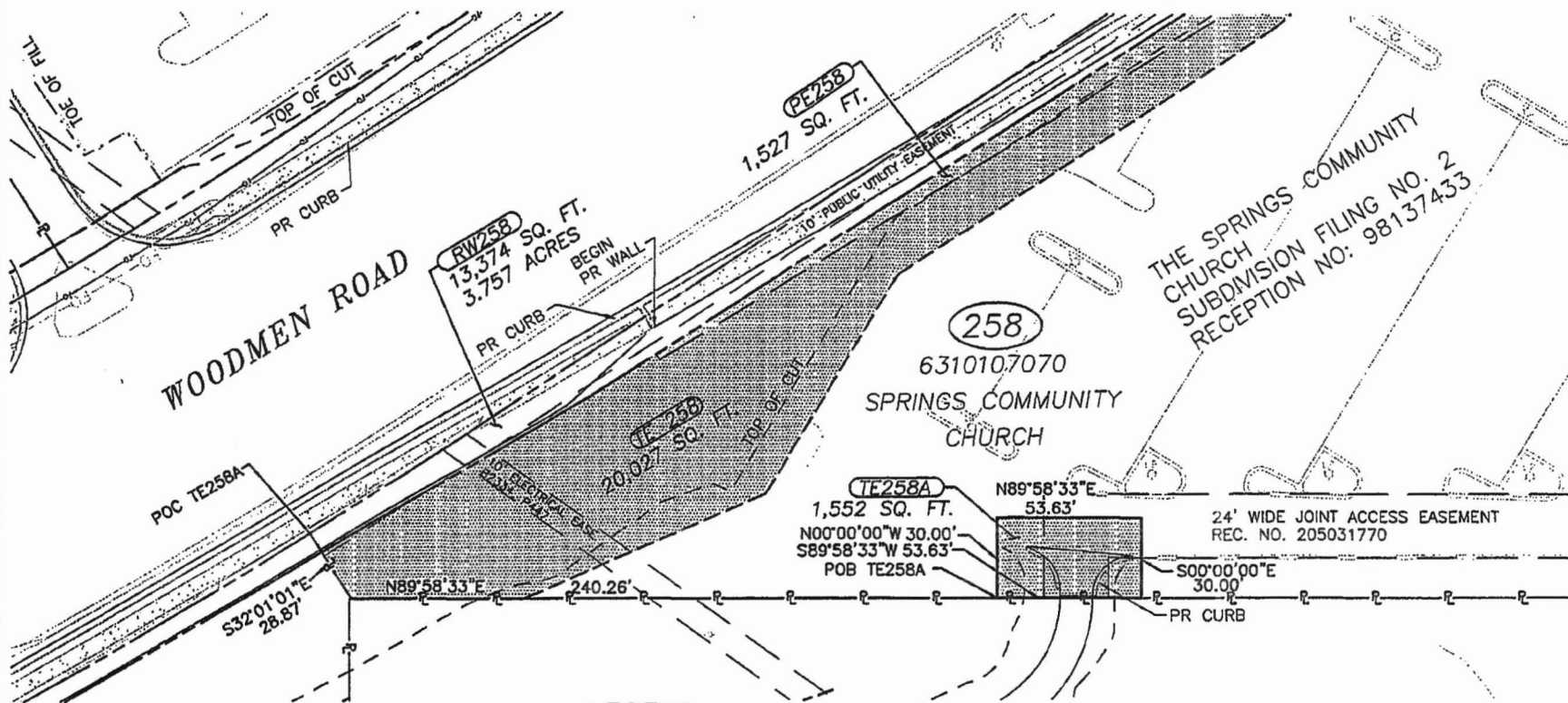
**James F. Lenz PLS 34583**  
**For and on behalf of**  
**Ridgeline Land Surveying LLC.**



## LEGAL DESCRIPTION EXHIBIT "D-1"

A TRACT OR PARCEL NO. TE258A OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO, PROJECT NO. STU M240-148, LOCATED IN THE NE 1/4 SECTION 10, 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.

### LEGEND

NEW ROW
PERMANENT EASEMENT
TEMPORARY EASEMENT

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