

CITY OF COLORADO SPRINGS

DOCUMENT TRANSMITTAL

Project Code: 19450

Parcel No: 258

Project No: STU M240-148

Location: Woodmen Road, Stinson to Powers

Date: April 24, 2015

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

From: Wendy Rodenberg, TRS Corp.

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

Miscellaneous/Remarks:

Attached is the Acquisition Settlement Package for Parcel 258 (The Springs Community Church) for your review and approval.

Real Estate Specialist

Wendy Rodenberg, TRS Corp. *Wendy Rodenberg*

Date:

April 24, 2015



**TRANSMITTAL
CASHIER'S CHECK REQUEST**

DATE: April 24, 2015
TO: Angela Jones, PPRTA
FROM: Wendy Rodenberg, TRS Corp.
RE: Acquisition Settlement Package
Woodmen Road Corridor Improvements Project (Phase II)
The Springs Community Church (Parcel 258)
CC: Project File(s)

Attached you will find the following:

Original ROW Settlement Checklist

Copy of Resolution

Original Real Estate Purchase Agreement
City Attorney, Mr. Carlentine and Mr. Chaves to sign/date Page 10
Mr. Carlentine and Mr. Chaves to initial Pages 1-10

Original Warranty Deed
City Attorney and Mr. Chaves to sign/date

Original Grant of Permanent Public Improvement Easement
City Attorney, Mr. Carlentine and Mr. Chaves to sign/date Page 2
Mr. Carlentine and Mr. Chaves to initial Pages 1-4

Original Temporary Construction Easement
City Attorney, Mr. Carlentine and Mr. Chaves to sign/date Page 2

Original Temporary Construction Easement
City Attorney, Mr. Carlentine and Mr. Chaves to sign/date Page 2

Copy of Executed FMV

Copy of Offer Letter

Copy of Summary Statement of Just Compensation

Copy of Updated Title Commitment

PLEASE ORDER A CASHIER'S CHECK IN THE AMOUNT OF **\$67,750.00** MADE
PAYABLE TO **LAND TITLE AS ESCROW AGENT FOR THE SPRINGS COMMUNITY
CHURCH**

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

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

Project Code: 19450

Parcel No: RW258, PE258,
TE258, TE258A

Project No: STU M240-148

Location: Woodmen Road, Stinson to Powers

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

1. Title information

- | | Yes | No | TC* | Explanation |
|--|-------------------------------------|--------------------------|-------------------------------------|-------------|
| A. Is date of title information within 90 days of the agreement date? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| B. Have all encumbrances been taken care of on Agreement? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| C. Have utility bills or other assessments been paid to date of closing? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | N/A |

2. Agreement

- | | | | | |
|--|-------------------------------------|-------------------------------------|--------------------------|---------------------|
| A. Does the amount of settlement agree with Fair Market Value or Administrative Settlement? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| B. Have unusual conditions under "other conditions" been approved by ROW Services or Attorney General's Office? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | N/A - No conditions |
| C. Are proper documents called for? (Deeds, Releases, Etc.) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| D. Is Agreement signed and dated? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| E. Have copies of agreements been distributed? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| F. Are the names for the check(s) correct? (Check title info) (Legible copies of liens noted on agreement must be attached to insure necessary release(s) will be prepared.) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| G. Is the amount of the check(s) correct? (Are all parties to be paid and amounts listed?) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| H. Is a Power of Attorney, Declaration of Trust, Appointment of Personal Representative or similar document needed? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| I. Does agreement call for withholding of money for fixtures, specific performance, removal of improvements? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| J. Is an Administrative Settlement Approval included? Have proper parties dated and signed the Administrative Settlement? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |

3. Negotiator's diary

- | | | | |
|--|-------------------------------------|--------------------------|--------------------------|
| A. Has demographic information been provided? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Has ROW information brochure been provided? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C. Has negotiator's indicated who was present at the first negotiator's contact? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D. Has the diary been signed? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| E. Has all contacts been listed? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

4. Taxes

- | | | | |
|---|--------------------------|--------------------------|-------------------------------------|
| A. Is tax certificate included? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B. Is tax pro-ratio included? (not necessary on small amounts) | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| C. Is withholding tax involving non-Colorado entities applicable? (Department of Revenue Forms 1083 and 1079) | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

5. Miscellaneous

- | | | | |
|--|-------------------------------------|-------------------------------------|--------------------------|
| A. Is offer letter included? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Is copy of FMV signed by the Region attached? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C. Has the parcel been filed for Condemnation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

6. IRS requirements

- A. Attached original W-9, signed by owner.
- B. 1099-S required yes no
- If no, check exceptions: under \$600 Corporation or Insurance Co. Volume Transfer
 Governmental Unit Gift or Donation
 Escrow Agent/Title Co.
- C. 1099-MISC. yes no
 (required for TEs over \$600)
 If no, check exceptions: under \$600 Corporation or Insurance Co. Volume Transfer
 Governmental Unit Gift or Donation
 Escrow Agent/Title Co.

Real Estate Specialist signature
Jeff Perret, TRS Corp.

Date

04/23/2015

*TC - Responsibilities of the Title Company

COPY

RESOLUTION TO APPROVE EASEMENT FOR CITY OF COLORADO SPRINGS

The following resolution was adopted by the consistory of The Springs Community Church at a regularly scheduled meeting held on April 16, 2015, a quorum being present:

WHEREAS, to facilitate the expansion of Woodmen Road it is necessary to provide a permanent easement for the City of Colorado Springs; and

WHEREAS, the consistory has reviewed the necessary document constituting the easement; and

WHEREAS, the consistory has voted in favor of the approval of the easement; and

BE IT FURTHER RESOLVED, that Eric B. Carpenter as Board President is hereby authorized to execute any and all Easement Agreements on behalf of The Springs Community Church.

X Sherry Rhodes
Sherry Rhodes
Clerk of Consistory

X 4/16/15
Date

REAL ESTATE PURCHASE AGREEMENT

Woodmen Road Phase II Improvements Project

This REAL ESTATE PURCHASE AGREEMENT ("Agreement"), dated this 20th 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 El Paso, 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.B.C. City Ints: [Signature]
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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Property Owner: E.B.C. City Ints: @ Mgc
Date: 4-20-15 Date: 4.28.15 4-29-15

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

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

fully executed Temporary Construction Easement, the recordation of any full releases, partial releases, subordinations, and/or release of liens, including Federal or State taxes, and the payment to Seller, or the Seller's creditors at the direction of Seller, of the Purchase Price stated in Section 1.3, herein above.

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

III. CONDITION OF PROPERTY

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

IV. REMEDIES FOR BREACH

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

V. NOTICES AND OTHER DELIVERIES

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

5.2

If to Seller:	If to City:
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

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

Property Owner: EBC City Ints: @ Mac
Date: 4-20-15 Date: 4.28.15 4-29-15

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

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
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Parcel(s) RW258, PE258, TE258 and TE258A

Property Owner: EBC City Ints: Ⓟ MPC
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 4-20-15
Eric B. Carpenter 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

INTENTIONALLY LEFT BLANK
CITY SIGNATURES TO FOLLOW

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

Property Owner: E.B.C. City Ints: @ MLC
Date: 4-20-15 Date: 4.28.15 4-29-15

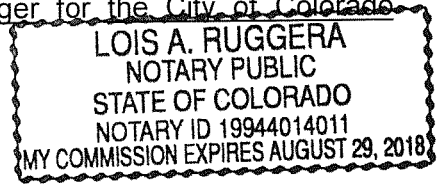
CITY OF COLORADO SPRINGS:

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

4.28.15
Date

State of Colorado)
) ss
County of El Paso)

The foregoing instrument was acknowledged before me this 28th day of April, 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: Aug. 29, 2018

Lois A. Ruggera
Notary Public

By: *Michael A. Chaves*
Michael A. Chaves, Engineering Manager

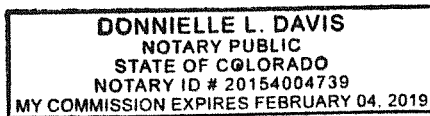
4-29-15
Date

State of Colorado)
) ss
County of El Paso)

The foregoing instrument was acknowledged before me this 29th day of April, 2015, by Michael A. Chaves as Engineering Manager for the City of Colorado Springs, Colorado.

Witness my hand and official seal

My commission Expires: Feb 04 2019



Donnielle L. Davis
Notary Public

Approved as to form:

[Signature]
City Attorney

30 April 2015
Date

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

Property Owner: EBC City Ints: R MAC
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;

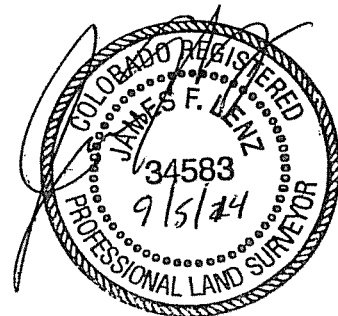
- 1) Thence on the arc of a curve to the left, having a radius of 2,596.54 feet, a delta angle of $01^{\circ}38'37''$, an arc length of 74.48 feet, whose long chord bears $N57^{\circ}10'02''E$ a distance of 74.48 feet;
- 2) Thence $N56^{\circ}20'44''E$ a distance of 499.94 feet;
- 3) Thence $N60^{\circ}21'25''E$ 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.

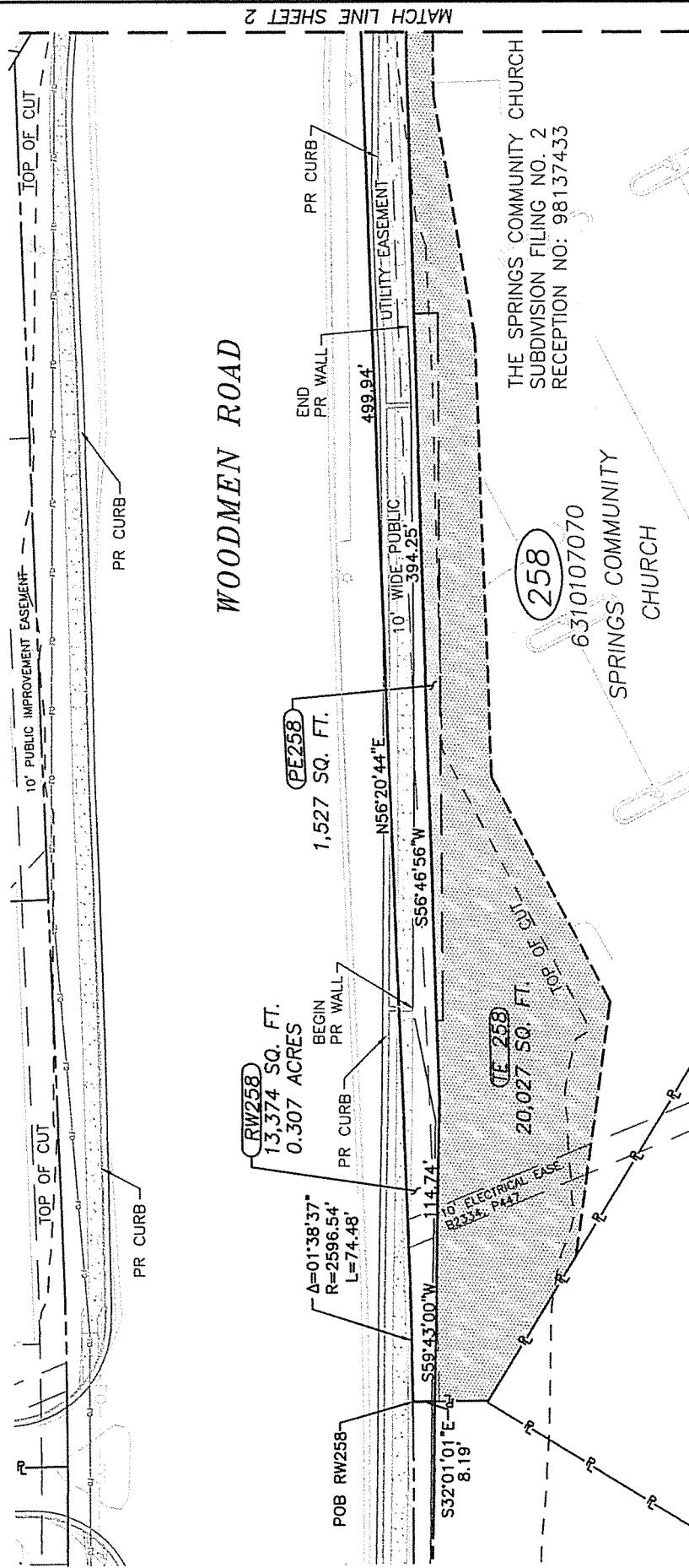
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



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



MATCH LINE SHEET 2

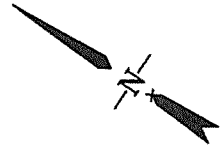
RIDGELINE
LAND SURVEYING LLC
 31 EAST PLATE AVE, SUITE 206
 COLORADO SPRINGS, CO 80903
 TEL: (719) 238-2917

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

LEGEND

NEW ROW
PERMANENT EASEMENT
TEMPORARY EASEMENT

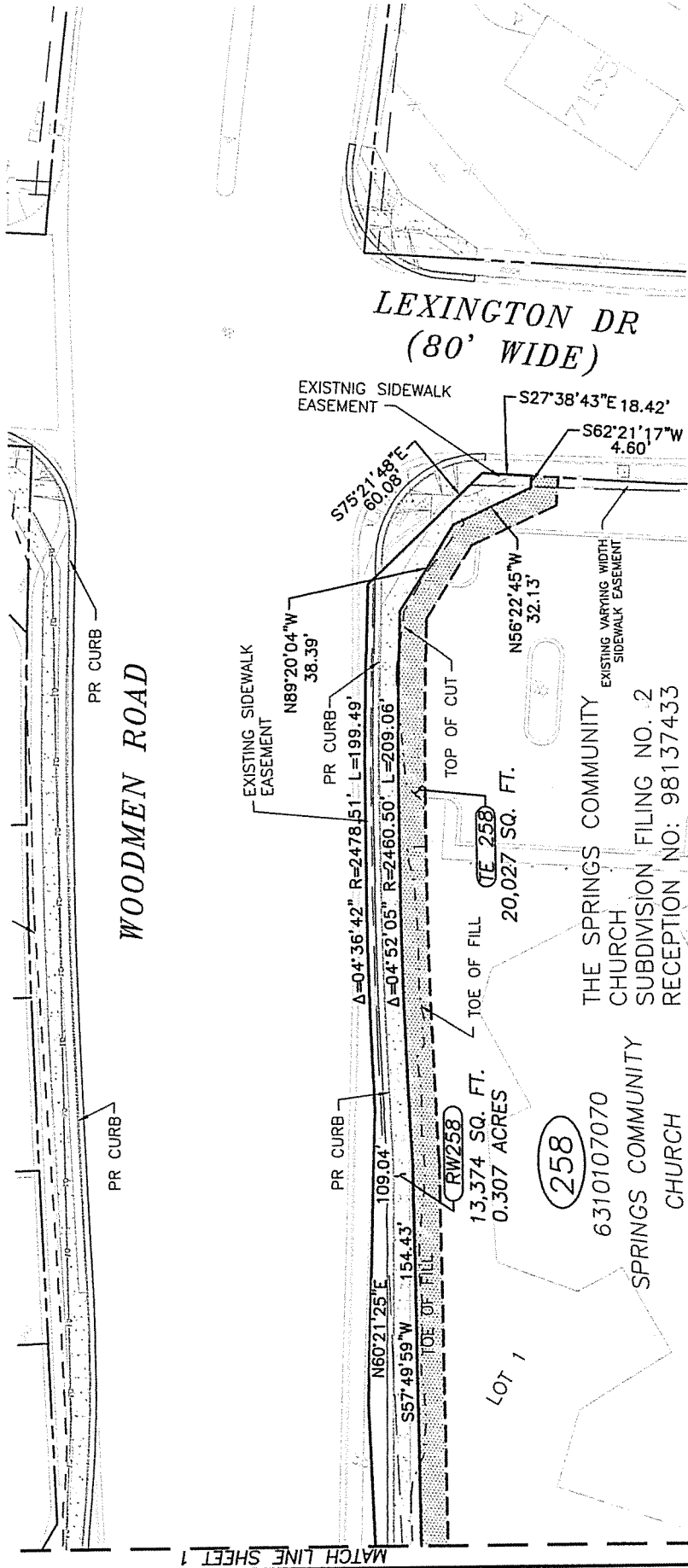
THIS SURVEY MAP DOES NOT REPRESENT A MONUMENTED SURVEY AND IS ONLY INTENDED TO ILLUSTRATE THE ATTACHED LEGAL DESCRIPTION.



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

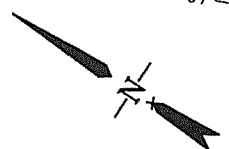
SHEET 2 OF 2



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

LEGEND

NEW ROW
PERMANENT EASEMENT
TEMPORARY EASEMENT



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

RIDGELINE
LAND SURVEYING LLC
31 EAST PLATE 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.

MATCH LINE SHEET 1

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;

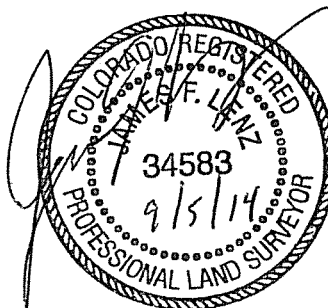
- 1) Thence N56°46'56"E a distance of 269.75 feet;
- 2) Thence S33°13'04"E a distance of 8.96 feet;
- 3) Thence S58°11'01"W a distance of 269.81 feet;
- 4) Thence N33°39'16"W a distance of 2.36 feet to the point of beginning.

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.

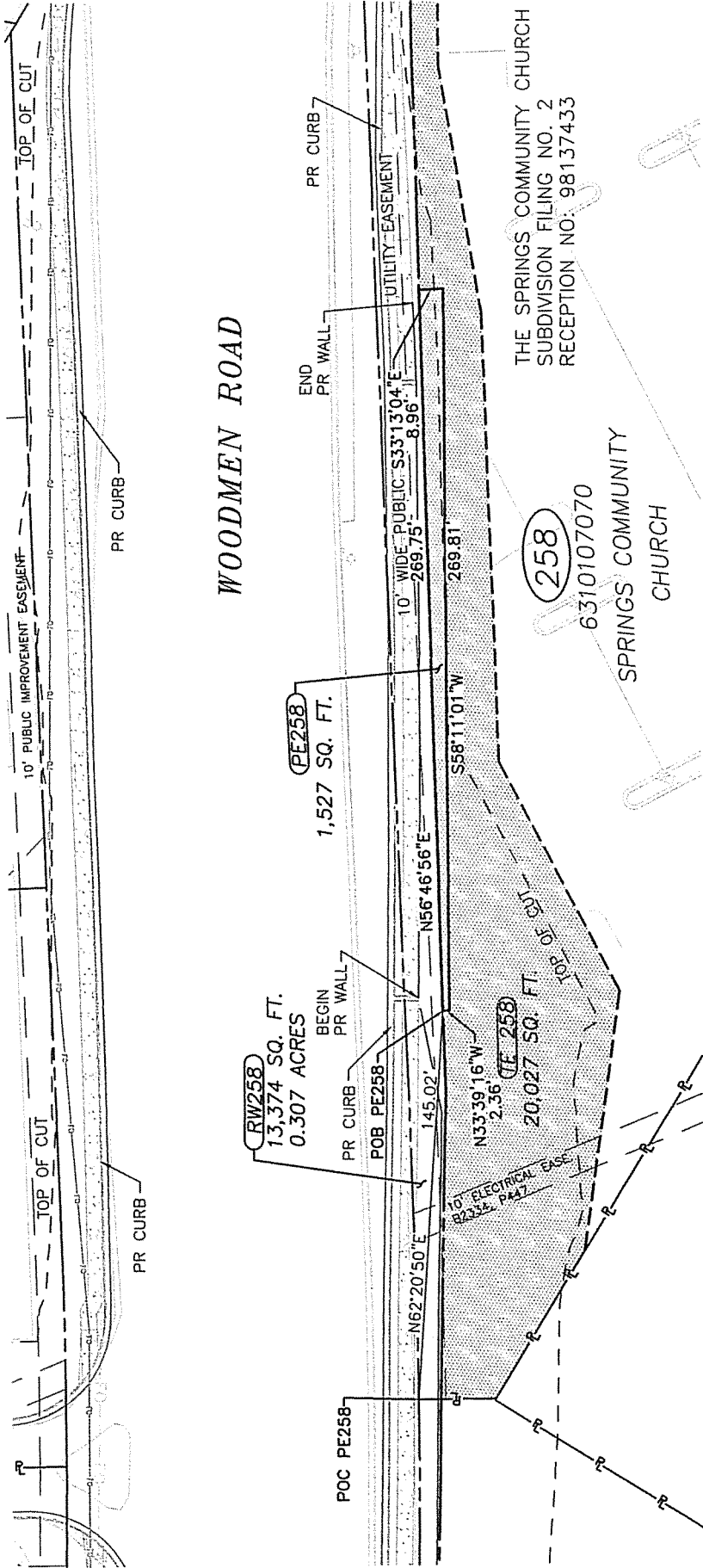
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



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



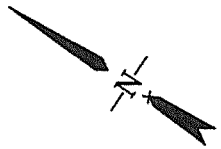
WOODMEN ROAD

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

6310107070
SPRINGS COMMUNITY CHURCH

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.

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

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

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.

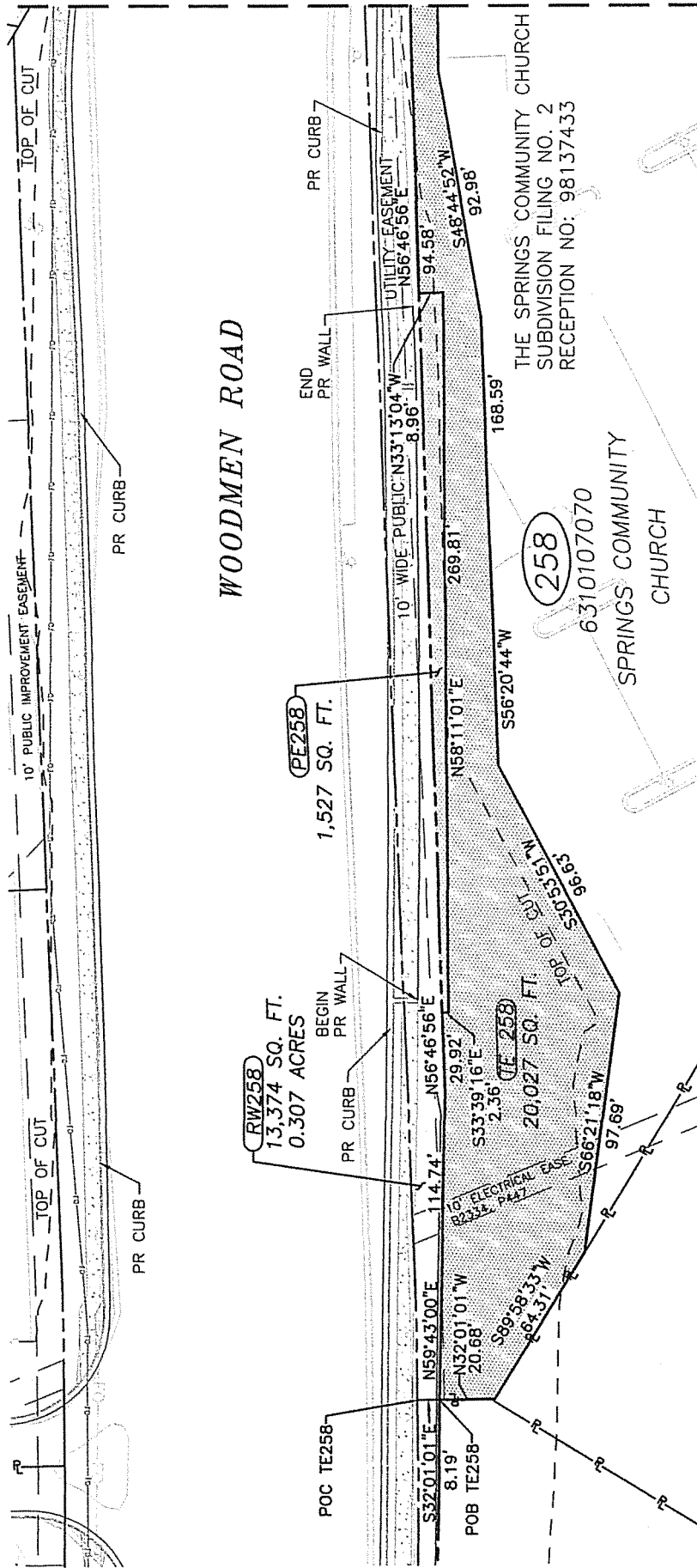
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



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

WOODMEN ROAD

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

SPRINGS COMMUNITY CHURCH

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

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

LEGEND

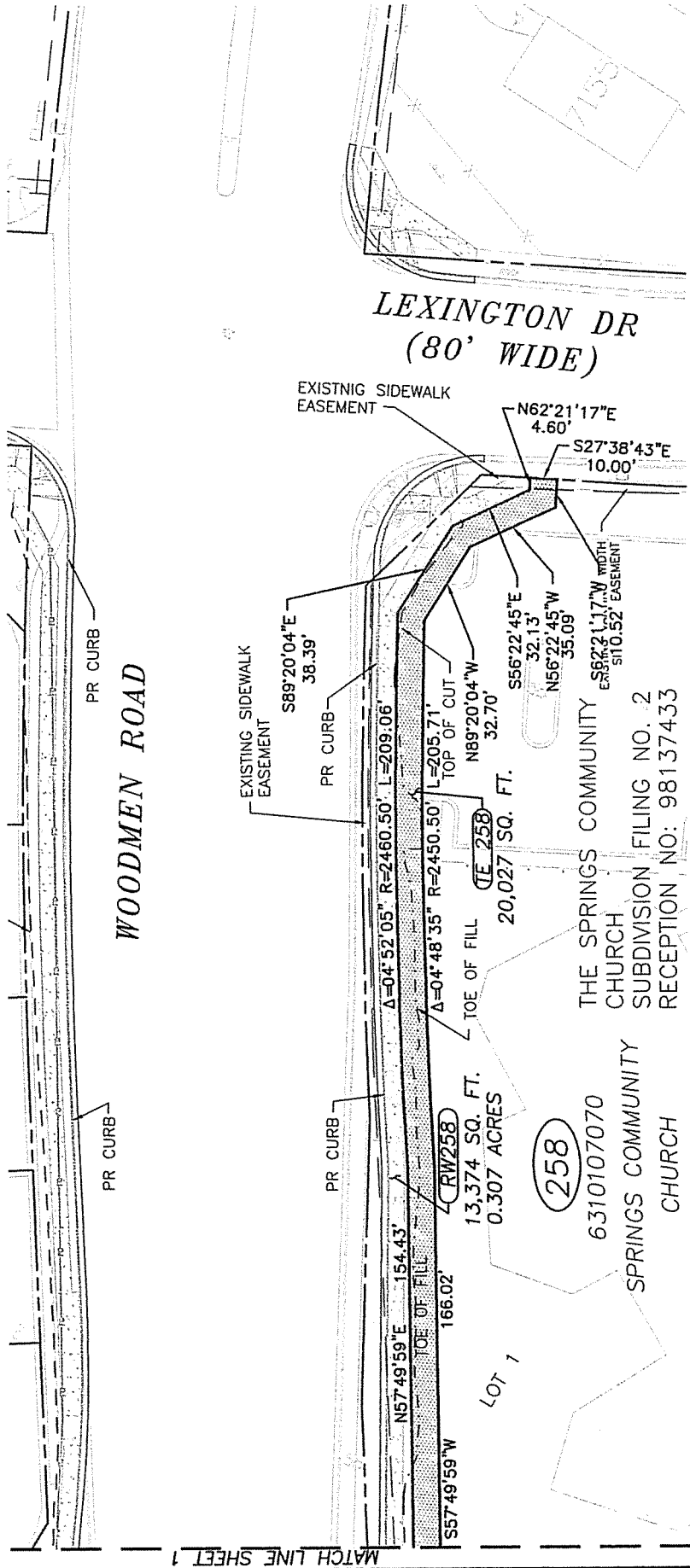
	NEW ROW
	PERMANENT EASEMENT
	TEMPORARY EASEMENT

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

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 2 OF 2



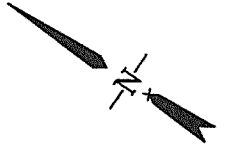
LEGEND

	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.

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

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



MATCH LINE SHEET 1

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.

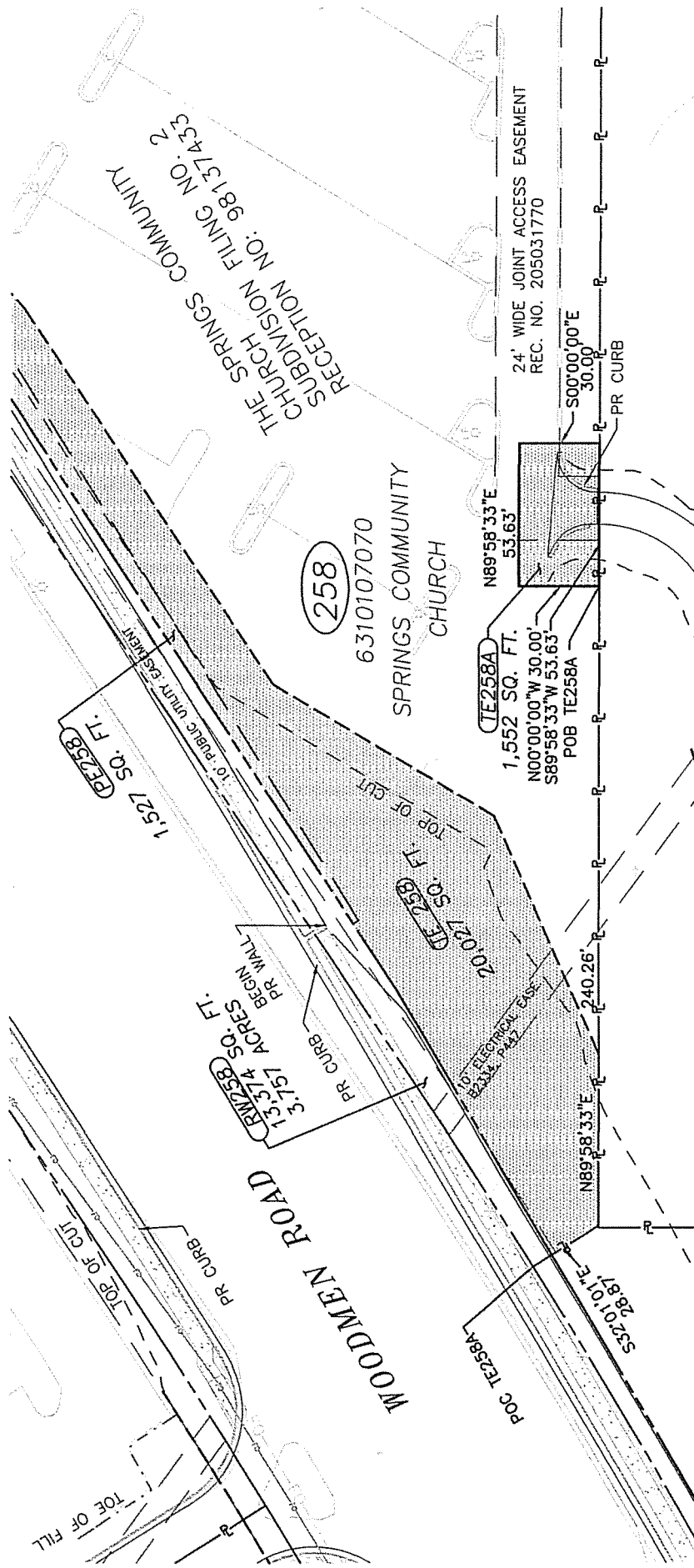
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "D-1"

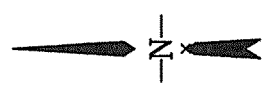
A TRACT OR PARCEL NO. TE258A OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO, PROJECT NO. STU M240-148, LOCATED IN THE NE 1/4 SECTION 10, TOWNSHIP 13 SOUTH, AND RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO

SHEET 1 OF 1



LEGEND

[Solid Box]	NEW ROW
[Dotted Box]	PERMANENT EASEMENT
[Cross-hatched Box]	TEMPORARY EASEMENT



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

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

WARRANTY DEED

The Springs Community Church, a Colorado non-profit corporation, whose street address is 7290 Lexington Drive, City of Colorado Springs, County of El Paso and State of Colorado, for the consideration of Fifty-Three Thousand Four Hundred Ninety-Six and 00/100 Dollars (\$53,496.00), in hand paid, hereby sells and conveys to the **City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation** whose street address is 30 South Nevada Avenue, Suite 502, Colorado Springs, Colorado, County of El Paso, State of Colorado, the following real property in the County of El Paso and State of Colorado, to wit:

See RW258 Exhibits A and B attached hereto and made a part hereof

also known by street and number as: a portion of 7290 Lexington Drive,
Colorado Springs, CO

assessor's schedule or parcel number: a portion of TSN: 63101-07-070

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

Signed this 20th day of APRIL, 2015.

By: Eric B. Carpenter
Eric B. Carpenter

Title: Board President

State of Colorado)
County of El Paso) ss

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

Accepted by the City of Colorado Springs

By: _____ this _____ day of _____, 2015
Ronn Carlentine, Real Estate Services Manager

By: Michael A. Chaves this 29 day of April, 2015
Michael A. Chaves, Engineering Manager

Approved as to Form:

By: [Signature]
City Attorney's Office

Date: 30 April 2015

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;

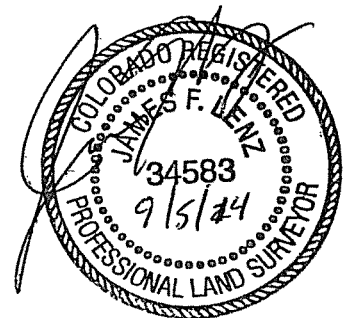
- 1) Thence on the arc of a curve to the left, having a radius of 2,596.54 feet, a delta angle of $01^{\circ}38'37''$, an arc length of 74.48 feet, whose long chord bears $N57^{\circ}10'02''E$ a distance of 74.48 feet;
- 2) Thence $N56^{\circ}20'44''E$ a distance of 499.94 feet;
- 3) Thence $N60^{\circ}21'25''E$ 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.

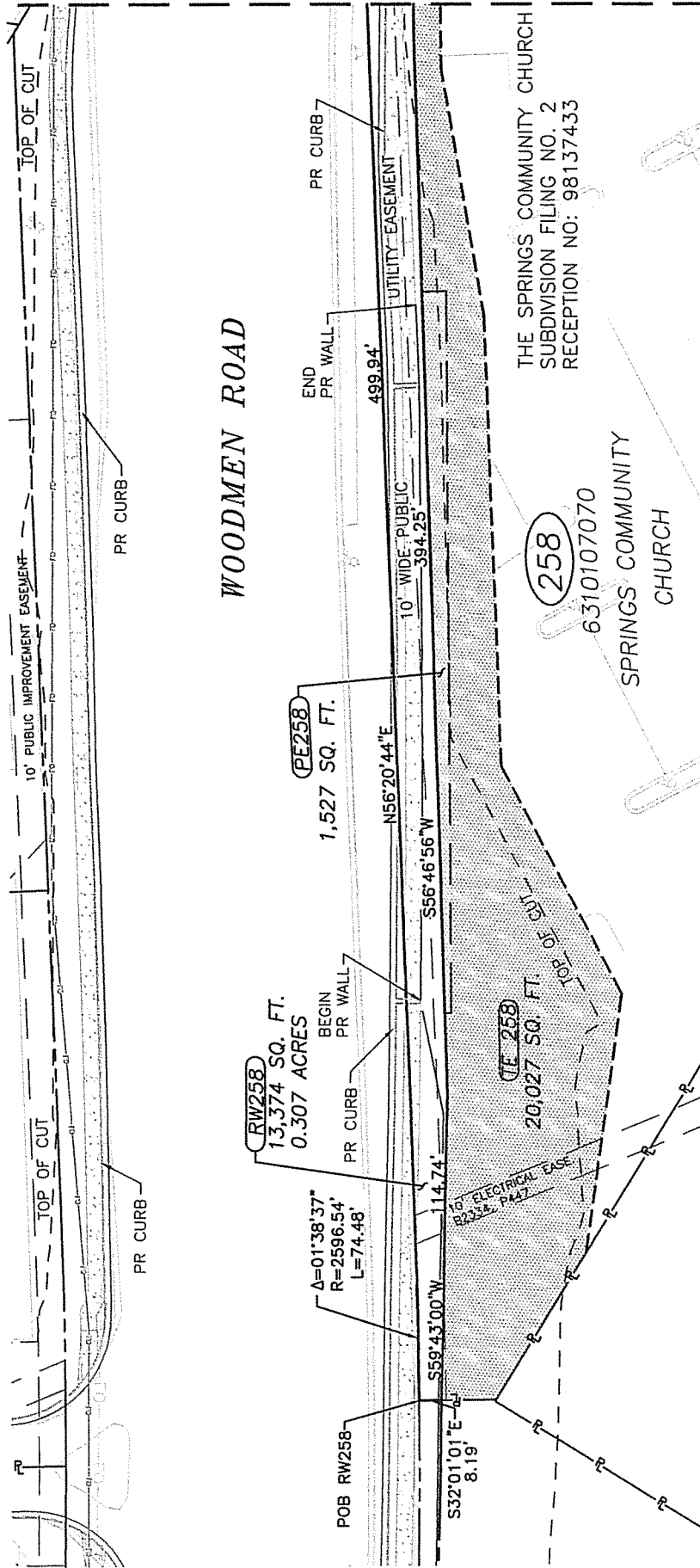
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "B"

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
	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

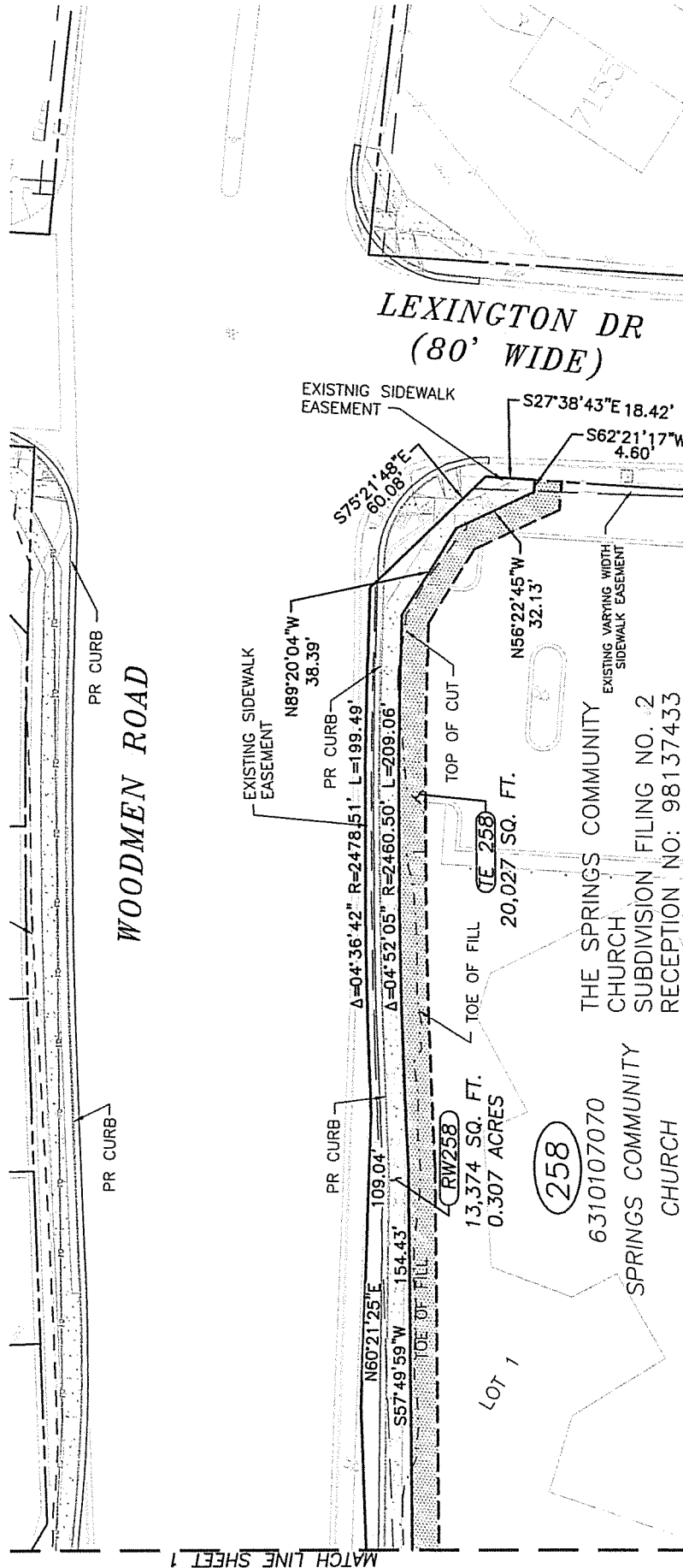
RIDGELINE
LAND SURVEYING LLC
31 EAST PLATE AVE, SUITE 206
COLORADO SPRINGS, CO 80903
TEL: (719) 238-2917

MATCH LINE SHEET 2

LEGAL DESCRIPTION EXHIBIT "B"

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

[Pattern]	NEW ROW
[Pattern]	PERMANENT EASEMENT
[Pattern]	TEMPORARY EASEMENT

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

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

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

MATCH LINE SHEET 1

GRANT OF PERMANENT PUBLIC IMPROVEMENT EASEMENT

The Springs Community Church, a Colorado non-profit corporation, whose legal address is 7290 Lexington Drive, Colorado Springs, CO 80918, ("Grantor") being the owner(s) of the hereinafter described real property located in the County of El Paso and State of Colorado, for and in consideration of Four Thousand Five Hundred Eighty-One and 00/100 Dollars (\$4,581.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, does hereby grant and convey unto **The City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation**, ("City") and City's successors, assigns and representatives, a **permanent public improvement easement** ("Easement") for all public improvement purposes, including but not limited to the installation, construction, reconstruction, operation, repair, replacement, alteration and maintenance of such improvements, in such number and size, and with such accessory parts and structures, and with all surface and subsurface appurtenances incidental thereto as City may from time to time deem necessary, over and across Grantor's real property known as 7290 Lexington Drive, Colorado Springs, Colorado, and known as El Paso County Tax Schedule Number 63101-07-070 ("Grantor's Property").

The exact location of the Easement PE258 (the "Easement Area") is more particularly described on Exhibit A and depicted on Exhibit B, attached hereto and by this reference incorporated herein and made a part hereof.

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

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

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

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

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

RES File # _____

Grantor Int: E.B.C. City Ints: _____
Date: 4/20/15 Date: _____

IN WITNESS WHEREOF, Grantor and City and have executed this Grant of Permanent Public Improvement Easement this 20th day of APRIL, 2015.

By: Eric B. Carpenter
Eric B. Carpenter

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

City of Colorado Springs:

By: _____
Real Estate Services Manager

Date

By: Michael A. Chaves
Michael A. Chaves, Engineering Manager

4-29-15
Date

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

30 April 2015
Date

RES File # _____

Grantor Int: EBC City Ints: MAC
Date: 4-20-15 Date: 4-29-15

**JOINDER AND CONSENT OF HOLDER
OF DEED OF TRUST**

The Trustees Of The General Program Council Of The Reformed Church In America, Inc., as holder of a deed of trust from **The Springs Community Church, a Colorado non-profit corporation**, ("Grantor") dated May 23, 1991, and recorded among the real property records of El Paso County, Colorado at Book 5841 At Page 89 from the Grantor, to The Trustees Of The General Program Council Of The Reformed Church In America, Inc., hereby joins in the aforesaid Permanent Easement Agreement for the sole purpose of expressing its consent to the Permanent Easement Agreement and to binding, subjecting and subordinating the Deeds of Trust it holds and its interest in any portion of the Property to the terms of the Permanent Easement Agreement.

WITNESS:

By: _____
 Name: _____
 Title: _____

STATE OF _____)
) ss
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of _____.

Witness my hand and official seal

My Commission Expires: _____

 Notary Public

RES File # _____
 Approved WPM 04-29-09

RES File # _____

Grantor Int: _____ City Ints: _____
 Date: _____ Date: _____

JOINDER AND CONSENT OF HOLDER
OF DEED OF TRUST

The Reformed Church In America Building And Extension Fund, Inc., as holder of a deed of trust from The Springs Community Church, a Colorado non-profit corporation, ("Grantor") dated March 4, 2005, and recorded among the real property records of El Paso County, Colorado at Reception No. 205069335 from the Grantor, to The Reformed Church In America Building And Extension Fund, Inc., hereby joins in the aforesaid Permanent Easement Agreement for the sole purpose of expressing its consent to the Permanent Easement Agreement and to binding, subjecting and subordinating the Deeds of Trust it holds and its interest in any portion of the Property to the terms of the Permanent Easement Agreement.

WITNESS:

By: Barbara R Boers
Name: Barbara R Boers
Title: TREASURER

STATE OF Michigan)
) ss
COUNTY OF Kent)

The foregoing instrument was acknowledged before me this 7th day of April, 2015 by Barbara Boers as Treasurer of The Reformed Church in America Building and Extension Fund, Inc.

Witness my hand and official seal

My Commission Expires: _____

[Signature]
Notary Public

ROBERT T. CARLSON
Notary Public, State of Michigan
County of Allegan
My Commission Expires Sept. 30, 2015
Acting in the County of Kent

RES File # _____
Approved WPM 04-29-09

RES File # _____

Grantor Int: _____ City Ints: M4C
Date: _____ Date: 4-29-15

EXHIBIT "A"

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;

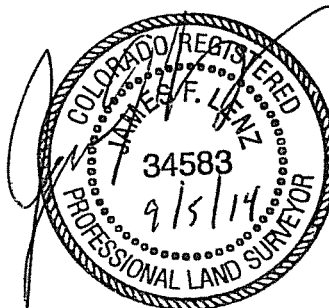
- 1) Thence N56°46'56"E a distance of 269.75 feet;
- 2) Thence S33°13'04"E a distance of 8.96 feet;
- 3) Thence S58°11'01"W a distance of 269.81 feet;
- 4) Thence N33°39'16"W a distance of 2.36 feet to the point of beginning.

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.

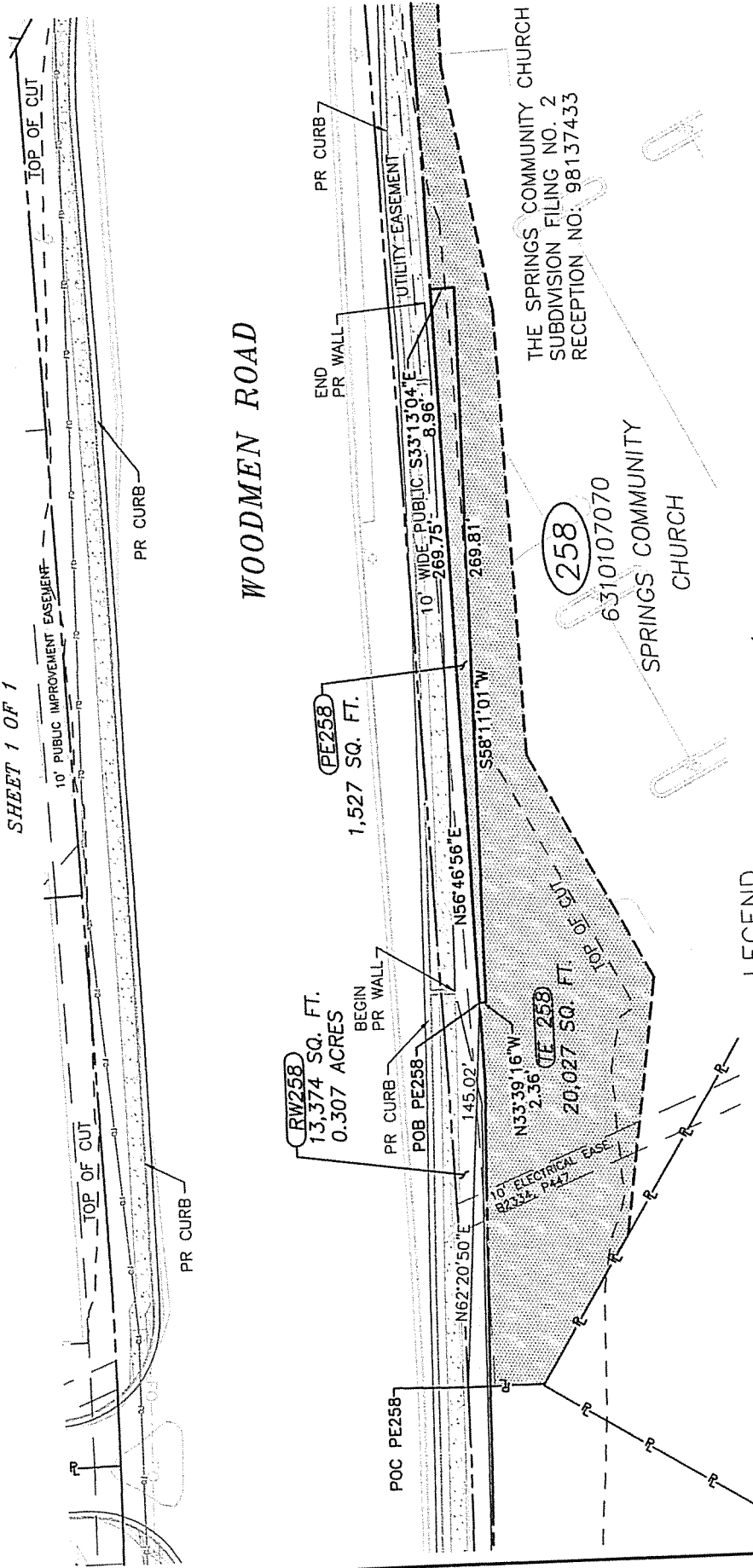
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "B"

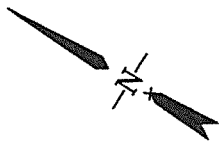
A TRACT OR PARCEL NO. PE258 OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO, PROJECT NO. STU M240-148, LOCATED IN THE NE 1/4 SECTION 10, TOWNSHIP 13 SOUTH, AND RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO

SHEET 1 OF 1



LEGEND

	NEW ROW
	PERMANENT EASEMENT
	TEMPORARY EASEMENT



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

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

TEMPORARY CONSTRUCTION EASEMENT

The Springs Community Church, a Colorado non-profit corporation ("Grantor"), whose legal address is 7290 Lexington Drive, Colorado Springs, Colorado 80918, being the owner(s) of the hereinafter described real property located in the County of El Paso and State of Colorado, for and in consideration of Eight Thousand Eleven and 00/100 Dollars (\$8,011.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, does hereby grant and convey unto **The City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation**, ("City") and City's successors, assigns and representatives, an easement ("Easement") for construction and related purposes over and across Grantor's real property in El Paso County Colorado known as 7290 Lexington Drive, Colorado Springs, Colorado, 80918, also known as El Paso County Tax Schedule Number 63101-07-070 ("Grantor's Property").

The exact location of the Easement TE258 (the "Easement Area") is more particularly described in Exhibit A and depicted on Exhibit B, attached hereto and by this reference incorporated herein and made a part hereof.

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

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

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

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

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

Signed, sealed and delivered this 20th day of APRIL, 2015.

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

By: *Eric B. Carpenter*
Eric B. Carpenter
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.

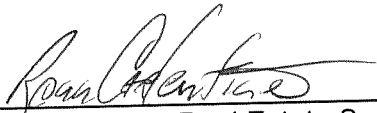
Witness my hand and official seal

My Commission Expires: October 22, 2015

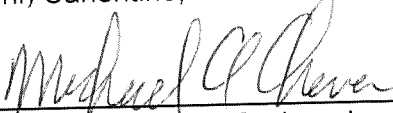
Marcia Matheny
Notary Public
MARCIA MATHENY
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 10/22/2015

RES File # _____

City of Colorado Springs:


By: 
Ronny Carlentine, Real Estate Services Manager

4.28.15
Date

By: 
Michael A. Chaves, Engineering Manager

4.29.15
Date

Approved as to form:


City Attorney Office

30 April 2015
Date

EXHIBIT "A"

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;

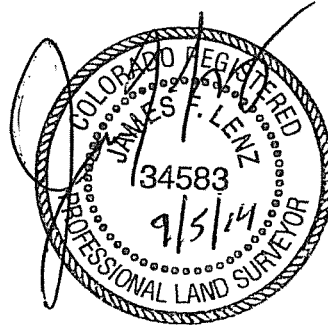
- 1) Thence N59°43'00"E a distance of 114.74 feet;
- 2) Thence N56°46'56"E a distance of 29.92 feet;
- 3) Thence S33°39'16"E a distance of 2.36 feet;
- 4) Thence N58°11'01"E a distance of 269.81 feet;
- 5) Thence N33°13'04"W a distance of 8.96 feet;
- 6) Thence N56°46'56"E a distance of 94.58 feet;
- 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.

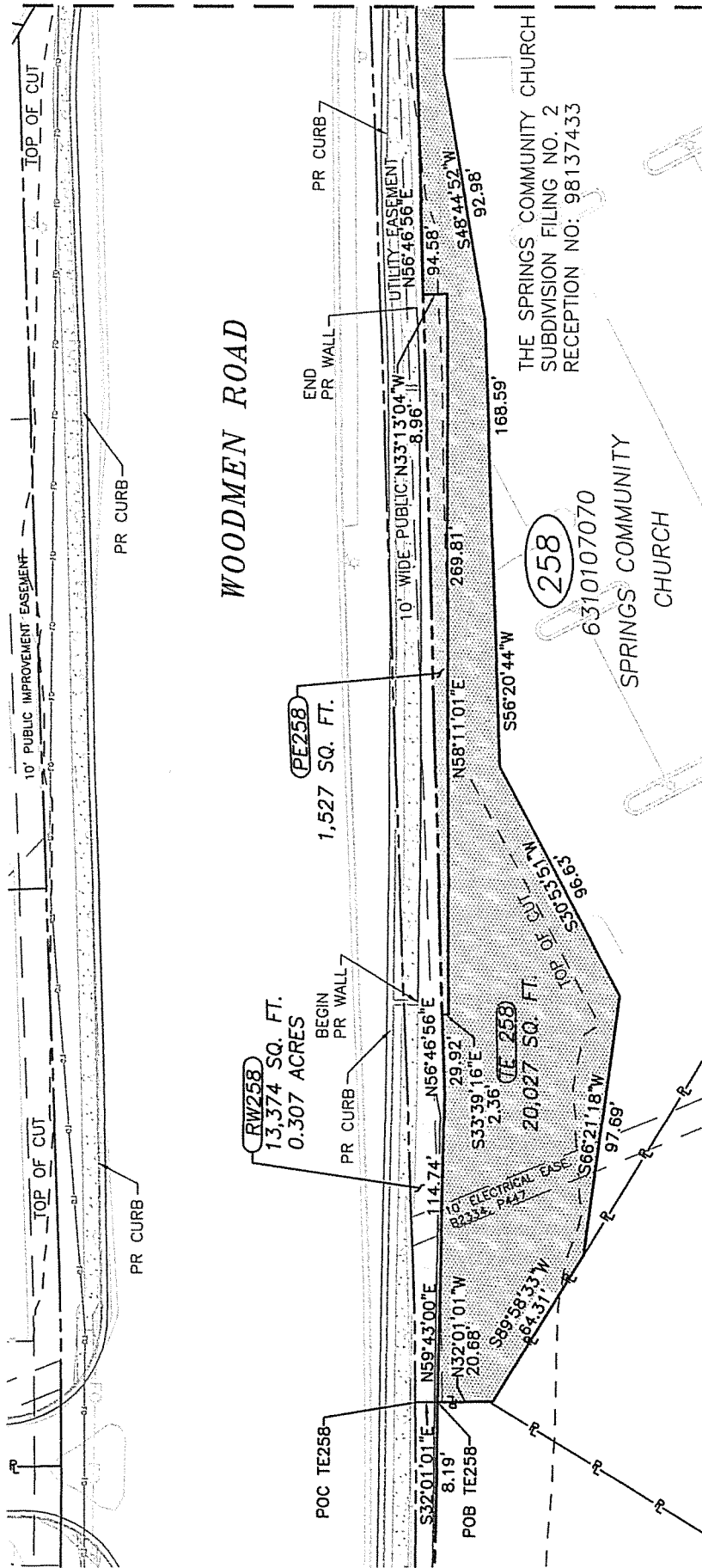
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "B"

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



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

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

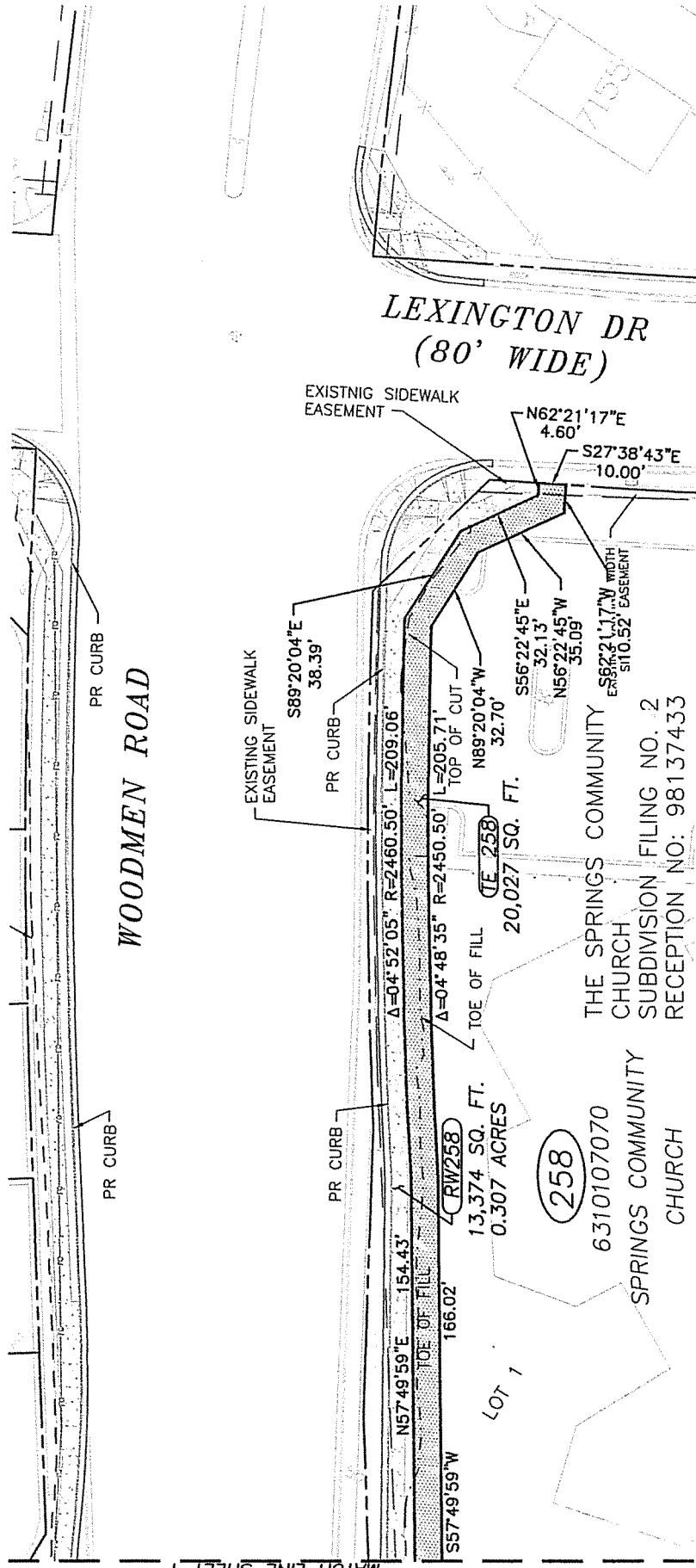
WOODMEN ROAD

MATCH LINE SHEET 2

LEGAL DESCRIPTION EXHIBIT "B"

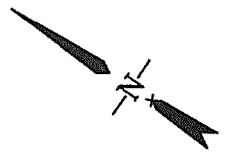
A TRACT OR PARCEL NO. TE258 OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO, PROJECT NO. STU M240-148, LOCATED IN THE NE 1/4 SECTION 10, TOWNSHIP 13 SOUTH, AND RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO

SHEET 2 OF 2



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

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



LEGEND

	NEW ROW
	PERMANENT EASEMENT
	TEMPORARY EASEMENT

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

SPRINGS COMMUNITY CHURCH
 6310107070
 258

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

MATCH LINE SHEET 1

TEMPORARY CONSTRUCTION EASEMENT

The Springs Community Church, a Colorado non-profit corporation ("Grantor"), whose legal address is 7290 Lexington Drive, Colorado Springs, Colorado 80918, being the owner(s) of the hereinafter described real property located in the County of El Paso and State of Colorado, for and in consideration of Six Hundred Twenty-One and 00/100 Dollars (\$621.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, does hereby grant and convey unto **The City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation**, ("City") and City's successors, assigns and representatives, an easement ("Easement") for construction and related purposes over and across Grantor's real property in El Paso County Colorado known as 7290 Lexington Drive, Colorado Springs, Colorado, 80918, also known as El Paso County Tax Schedule Number 63101-07-070 ("Grantor's Property").

The exact location of the Easement TE258A (the "Easement Area") is more particularly described in Exhibit A and depicted on Exhibit B, attached hereto and by this reference incorporated herein and made a part hereof.

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

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

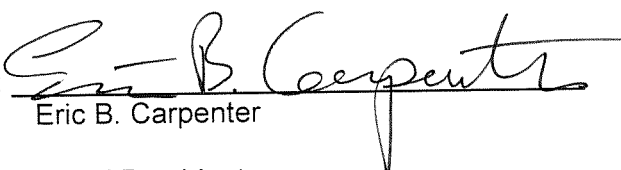
City shall notify Grantor no later than forty-eight (48) hours prior to the actual start of its use of the Easement. Upon completion of the construction of improvements facilitating the City's need for this Easement, City will restore the Easement Area to its condition prior to construction and will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

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

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

Signed, sealed and delivered this 20th day of APRIL, 2015.

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

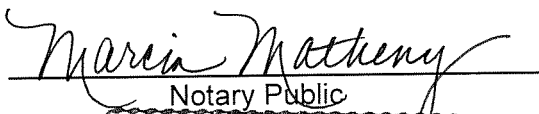
By: 
Eric B. Carpenter
Title: Board President

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

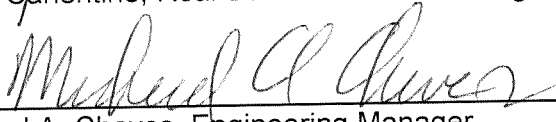

Notary Public
MARCIA MATHENY
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 10/22/2015

RES File # _____

City of Colorado Springs:

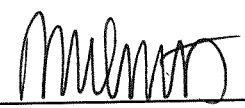
By: 
Ronn Carlentine, Real Estate Services Manager

4.28.15
Date

By: 
Michael A. Chaves, Engineering Manager

4-29-15
Date

Approved as to form:


City Attorney Office

30 April 2015
Date

EXHIBIT "A"

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.

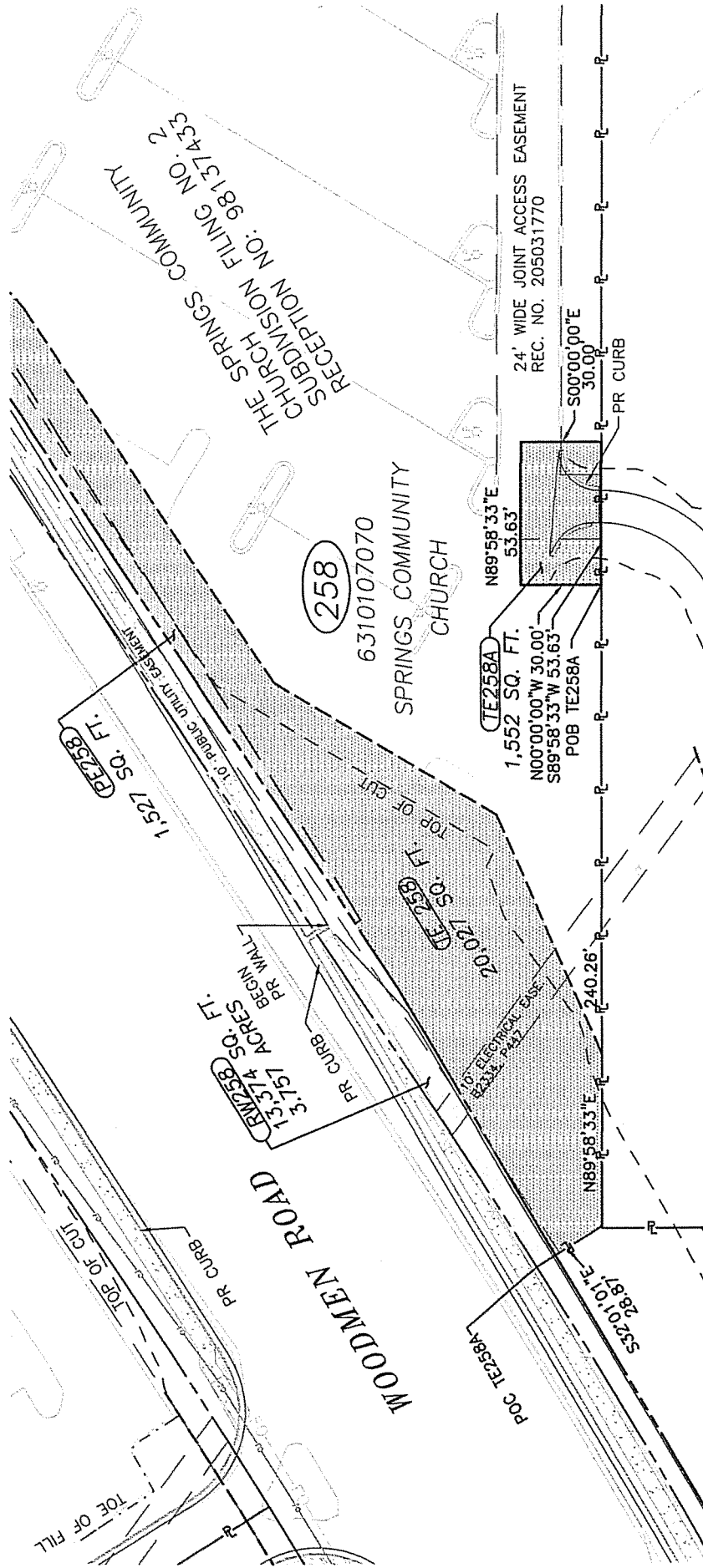
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "B"

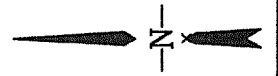
A TRACT OR PARCEL NO. TE258A OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO, PROJECT NO. STU M240-148, LOCATED IN THE NE 1/4 SECTION 10, TOWNSHIP 13 SOUTH, AND RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO

SHEET 1 OF 1



LEGEND

NEW ROW
PERMANENT EASEMENT
TEMPORARY EASEMENT



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

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

COLORADO DEPARTMENT OF TRANSPORTATION
FAIR MARKET VALUE **LPA FMV 2-7093**

Project #: STU M240-148	Project Code: 19450	LPA - Yes/No: y	P or N: P	Region #: 2
Parcel(s) #: RW258, PE258, TE258 and TE258A			Property Owner: The Springs Community Church	

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

Parcel	Land Class	Area/Unit	Unit Value	Appraisal Support	Value
RW258	Comm Vacant Land - Church	13,374 SF	\$4.00 SF	Market/Sales Comparison	\$53,496

COPY

B. EASEMENT VALUE OF PART(S) TAKEN

PE, SE, etc.	Purpose	Area/Unit	Unit Value	% of Unit Value	Value
PE258	Retaining wall maintenance	1,527 SF	\$4.00 SF	75%	\$4,581

TOTAL LAND/SITE AND EASEMENT VALUE OF PART(S) TAKEN **\$58,077**

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

Parcel	Improvement type	Size/Quantity	Unit Value	Appraisal Support	Value
TE258	Ponderosa pine tree	1	\$1,000 ea	RCN	\$1,000
Total					\$1,000

TOTAL IMPROVEMENTS CONTRIBUTORY VALUE OF PART(S) TAKEN **\$1,000**

TOTAL VALUE OF PART(S) TAKEN **\$59,077**

D. COMPENSABLE DAMAGES AND/OR OFFSETTING BENEFITS

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

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

E. RENTAL VALUE OF TEMPORARY EASEMENTS

TE	Purpose	Area/Unit	Unit Value	% of Unit Value	Term (Mo/Yr)	Value
TE 258	Construction & grading of road	20,027 SF	\$4.00 SF	10%	12 Months	\$8,011
TE 258A	Construction of access driveway	1,552 SF	\$4.00 SF	10%	12 Months	\$621

TOTAL RENTAL VALUE OF TEMPORARY EASEMENTS **\$8,632**
 COMPENSATION ESTIMATE, \$67,709 Rd up to **\$67,750**

F. APPRAISAL SUPPORT

Recommended report prepared by: Kyle Wigington, J.D. Date of value: December 3, 2014 Date of report: January 7, 2015

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

REMAINDER TOTAL **\$-0-**

COMPENSATION ESTIMATE RECOMMENDED FOR APPROVAL **\$67,750**

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

Agency Authorized Signature <i>Ron Chaves</i>	Date 3.13.15	Review Appraiser Nancy R. Házlett <i>Nancy R. Házlett</i> Cert. Genl. Appr. #CG1321670	Date 2/11/15
The above amount is APPROVED as the basis for just compensation		CDOT Contract Manager	Date

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

Mike Chaves 3/12/2015



TRS

March 25, 2015

The Springs Community Church, a Colorado non-profit corporation
Attn: Marcia Matheny
7290 Lexington Drive
Colorado Springs, CO 80918

COPY

Project No.: STU M240-148
Parcel Nos: RW258, PE258, TE258 and TE258A
Project Code: 19450
Owner: The Springs Community Church, a Colorado non-profit corporation

Property Address: 7290 Lexington Drive (APN: 63101-07-070),
Colorado Springs, CO 80918

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

Dear Property Owner:

The City of Colorado Springs ("City") in coordination with Pike Peak Rural Transportation Authority ("PPRTA") is proceeding with the Woodmen Road Improvement Phase II Project ("Project") and intends to purchase a portion of your property located at 7290 Lexington Drive and further identified as RW258, PE258, TE258 and TE258A. The extent and the location of your property interests that we intend to purchase ("Property") are shown on the Exhibits attached hereto. The acquisition of the Property is required for the construction of improvements in connection with the Project.

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

As part of the acquisition process, you and the City obtained independent real estate appraisals of the Property from independent licensed appraisers, to determine the Fair Market Value of the Property. Based on these appraisals, the City offers to purchase the Property for the total purchase price of SIXTY-SEVEN THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$67,750.00).

This offer is being made in compliance with the City's *Procedure Manual for the Acquisition and Disposition of Real Property Interests* and in accordance with Colorado state law and regulations. The City has determined that \$67,750.00 is not less than the value of the Property indicated in the approved appraisal reports prepared by your and the City's independent licensed real estate appraisers and assumes the Property is free and clear of all hazardous materials and soil contamination, and encumbrances on title. Accompanying this letter is a *Summary Statement of Just Compensation* which shows the basis of the amount offered.

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

- Real Estate Purchase Agreement
- Warranty Deed
- Permanent Public Improvement Easement
- Temporary Construction Agreement (2)

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

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

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

This offer to purchase the Property expires at 5:00 p.m. on April 22, 2015 (30 days). In the event of a failure to receive an acceptance or appropriate response to this offer, the City may return to the City Council for direction, as the City Council may find appropriate.

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

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

Sincerely,



Jeff Perret
TRS Corp.

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

Enclosures: Legal Description(s) and Depiction Exhibit(s) RW258, PE258, TE258 and TE258A
Right of Way Plan Sheet(s)
Summary Statement of Just Compensation
Real Estate Purchase Agreement
Warranty Deed

A

Permanent Public Improvement Easement
Temporary Construction Easement (2)
Request for Taxpayer Identification form (W-9)
CDOT Demographic Form w/ Stamped Return Envelope
Right of Way Property Acquisition Information Booklet
Appraisal Receipt
Appraisal Report
Copy of Title Commitment
Third Party Authorization and Document Request Form
Self-Addresses Envelope to TRS



SUMMARY STATEMENT OF JUST COMPENSATION

March 25, 2015

The Springs Community Church, a Colorado non-profit corporation
Attn: Marcia Matheny
7290 Lexington Drive
Colorado Springs, CO 80918

COPY

Project No.: STU M240-148
Parcel Nos: RW258, PE258, TE258 and TE258A
Project Code: 19450
Property Address: 7290 Lexington Drive, Colorado Springs, CO 80918
Owner: The Springs Community Church, a Colorado non-profit corporation

Dear Owner:

This statement is intended to furnish you with a written summary of the basis of the amount established as just compensation for your property, based upon an appraisal for your property located at 7290 Lexington Drive, in Colorado Springs, prepared by Kyle L. Wigington, J.D., on behalf of the City as impacted by the Woodmen Road Improvements Project Phase II. The summary of just compensation is as follows:

Parcel RW258 13,374 sf x \$4.00/sf	=	\$ 53,496.00
Parcel PE258 1,527 sf x \$4.00/sf x 75%	=	\$ 4,581.00
Parcel TE258 20,027 sf x \$4.00/sf x 10% x 1 year	=	\$ 8,011.00
Parcel TE258A 1,552 sf x \$4.00/sf x 10% x 1 year	=	\$ 621.00
<u>Improvements</u> 1 Ponderosa Pine Tree	=	\$ 1,000.00
<u>Damages</u> None	=	\$ 0.00
TOTAL JUST COMPENSATION		<u>\$67,750.00</u> <u>(rounded)</u>



Land Title Guarantee Company
CUSTOMER DISTRIBUTION

COPY

Date: 03-13-2015

Our Order Number: SC55039979-9

Property Address:

7290 LEXINGTON DRIVE- 63101-07-070 COLORADO SPRINGS, CO 80918

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

For Title Assistance:

Commercial Title Dept.

Sara Frear

102 S TEJON #760

COLORADO SPRINGS, CO 80903

Phone: 719-634-4821

Fax: 719-634-3190

EMail: sfrear@ltgc.com

TRANSPORTATION RESOURCE SERVICES
2850 SERENDIPITY CIRCLE WEST
SUITE 200
COLORADO SPRINGS, CO 80917
Attn: WENDY RODENBERG
Phone: 719-494-8067
Fax: 719-495-0546
EMail: wendy.rodenberg@trscorp.us
Sent Via EMail

Old Republic National Title Insurance Company

ALTA COMMITMENT

Our Order No. SC55039979-9

Schedule A

Cust. Ref.:

Property Address:

7290 LEXINGTON DRIVE- 63101-07-070 COLORADO SPRINGS, CO 80918

1. **Effective Date:** March 06, 2015 at 5:00 P.M.

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

"TBD" Commitment

\$0.00

Proposed Insured:

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

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

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

THE SPRINGS COMMUNITY CHURCH, A COLORADO NON - PROFIT CORPORATION

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

SEE ATTACHED PAGE(S) FOR LEGAL DESCRIPTION

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LEGAL DESCRIPTION

PARCEL A:

A TRACT OR PARCEL NO. 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 DEGREES 38 MINUTES 37 SECONDS, AN ARC LENGTH OF 74.48 FEET, WHOSE LONG CHORD BEARS NORTH 57 DEGREES 10 MINUTES 02 SECONDS EAST A DISTANCE OF 74.48 FEET;
2. THENCE NORTH 56 DEGREES 20 MINUTES 44 SECONDS EAST A DISTANCE OF 499.94 FEET;
3. THENCE NORTH 60 DEGREES 21 MINUTES 25 SECONDS EAST 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 DEGREES 36 MINUTES 42 SECONDS, AN ARC LENGTH OF 199.49 FEET, WHOSE LONG CHORD BEARS NORTH 58 DEGREES 16 MINUTES 06 SECONDS E A DISTANCE OF 199.44 FEET;
5. THENCE SOUTH 75 DEGREES 21 MINUTES 48 SECONDS EAST A DISTANCE OF 60.08 FEET;
6. THENCE SOUTH 27 DEGREES 38 MINUTES 43 SECONDS EAST A DISTANCE OF 18.42 FEET;
7. THENCE SOUTH 62 DEGREES 21 MINUTES 17 SECONDS WEST A DISTANCE OF 4.60 FEET;
8. THENCE NORTH 56 DEGREES 22 MINUTES 45 SECONDS WEST A DISTANCE OF 32.13 FEET;
9. THENCE NORTH 89 DEGREES 20 MINUTES 04 SECONDS WEST 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 DEGREES 52 MINUTES 05 SECONDS, AN ARC LENGTH OF 209.06 FEET, WHOSE LONG CHORD BEARS SOUTH 57 DEGREES 40 MINUTES 31 SECONDS WEST A DISTANCE OF 209.00 FEET;
11. THENCE SOUTH 57 DEGREES 49 MINUTES 59 SECONDS WEST A DISTANCE OF 154.43 FEET;
12. THENCE SOUTH 56 DEGREES 46 MINUTES 56 SECONDS WEST A DISTANCE OF 394.25 FEET;
13. THENCE SOUTH 59 DEGREES 43 MINUTES 00 SECONDS WEST A DISTANCE OF 114.74 FEET TO THE WESTERLY LINE OF SAID LOT 1;
14. THENCE NORTH 32 DEGREES 01 MINUTES 01 SECONDS WEST ON SAID WESTERLY LINE, A DISTANCE OF 8.19 FEET TO THE POINT OF BEGINNING

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

LEGAL DESCRIPTION

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.

PARCEL B:

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 NORTH 62 DEGREES 20 MINUTES 50 SECONDS EAST A DISTANCE OF 145.02 FEET TO THE POINT OF BEGINNING;

1. THENCE NORTH 56 DEGREES 46 MINUTES 56 SECONDS EAST A DISTANCE OF 269.75 FEET;
2. THENCE SOUTH 33 DEGREES 13 MINUTES 04 SECONDS EAST A DISTANCE OF 8.96 FEET;
3. THENCE SOUTH 58 DEGREES 11 MINUTES 01 SECONDS WEST A DISTANCE OF 269.81 FEET;
4. THENCE NORTH 33 DEGREES 39 MINUTES 16 SECONDS WEST A DISTANCE OF 2.36 FEET TO THE POINT OF BEGINNING.

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

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

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

ALTA COMMITMENT

Schedule B-1

(Requirements)

Our Order No. SC55039979-9

The following are the requirements to be complied with:

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

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

1. RECORD A FULL (OR PARTIAL) RELEASE OF THAT DEED OF TRUST EXECUTED BY REPRESENTATIVES OF THE SPRINGS COMMUNITY CHURCH TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE AND BENEFIT OF THE TRUSTEES OF THE GENERAL PROGRAM COUNCIL OF THE REFORMED CHURCH IN AMERICA, INC., TO SECURE AN INDEBTEDNESS OF \$300,000.00, DATED MAY 23, 1991 AND RECORDED MAY 23, 1991 IN BOOK 5841 AT PAGE 89.
2. RECORD A FULL (OR PARTIAL) RELEASE OF THAT DEED OF TRUST EXECUTED BY REPRESENTATIVES OF THE SPRINGS COMMUNITY CHURCH TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE AND BENEFIT OF THE REFORMED CHURCH IN AMERICA BUILDING AND EXTENSION FUND, INC., TO SECURE AN INDEBTEDNESS OF \$2,000,000.00, DATED MARCH 4, 2005 AND RECORDED MARCH 13, 2005 AT RECEPTION NO. 205069335.

THE TERMS OF SAID DEED OF TRUST WERE AMENDED BY " FIRST MODIFICATION AGREEMENT " RECORDED MARCH 16, 2010 AT RECEPTION NO. 210024125.

3. FURNISH THIS COMPANY WITH A COPY OF THE DISCIPLINE, BY-LAWS, OR REGULATIONS OF THE SPRINGS COMMUNITY CHURCH, A NON-PROFIT CORPORATION, INDICATING THE BUSINESS ORGANIZATION OF THE CORPORATION, THE MANNER IN WHICH REAL ESTATE TRANSACTIONS ARE AUTHORIZED, AND THE OFFICERS OF THE CORPORATION EMPOWERED TO EXECUTE INSTRUMENTS OF CONVEYANCE AND/OR ENCUMBRANCE.
4. FURNISH THIS COMPANY WITH A CERTIFIED COPY OF THE MOTION OR RESOLUTION OF THE SPRINGS COMMUNITY CHURCH AUTHORIZING THIS TRANSACTION AND IDENTIFYING THE PERSONS AND TITLES OF THOSE WHO WILL EXECUTE ON BEHALF OF THE CORPORATION.
5. RECORD A DEED EXECUTED BY THE DULY AUTHORIZED REPRESENTATIVES(S) OF THE SPRINGS COMMUNITY CHURCH, A COLORADO NON - PROFIT CORPORATION, CONVEYING THE SUBJECT PROPERTY TO THE PROPOSED PURCHASER.

ALTA COMMITMENT

Schedule B-1

(Requirements)

Our Order No. SC55039979-9

Continued:

6. (ITEM INTENTIONALLY DELETED)

7. (ITEM INTENTIONALLY DELETED)

ALTA COMMITMENT

Schedule B-2

(Exceptions)

Our Order No. SC55039979-9

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

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
8. LIENS FOR UNPAID WATER AND SEWER CHARGES, IF ANY.
9. THE LAWFUL EFFECTS OF "AN ORDINANCE ANNEXING TO THE CITY OF COLORADO SPRINGS THAT TERRITORY SOMETIMES KNOWN AS PRING RANCH ADDITION NO. 3" RECORDED NOVEMBER 1, 1978 IN BOOK 3103 AT PAGE 809 AND ANNEXATION PLAT FOR PRING RANCH ADDITION NO. 3, RECORDED NOVEMBER 20, 1978 IN PLAT BOOK H3 AT PAGE 74 AT RECEPTION NO. 496301.
10. THE LAWFUL EFFECTS OF ORDINANCE NO. 187-167 OF THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS, CREATING THE NOR'WOOD SPECIAL IMPROVEMENT MAINTENANCE DISTRICT AND IMPOSING AN ASSESSMENT UPON REAL PROPERTY WITHIN THE DISTRICT RECORDED AUGUST 24, 1981 IN BOOK 3472 AT PAGE 432.
11. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT BETWEEN BRIARGATE JOINT VENTURE AND THE SPRINGS COMMUNITY CHURCH REGARDING RE-IMBURSEABLE EXPENSES RECORDED MARCH 19, 1990 IN BOOK 5720 AT PAGE 66.

ALTA COMMITMENT

Schedule B-2

(Exceptions)

Our Order No. SC55039979-9

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

12. ALL NOTES, NOTICES, EASEMENTS AND REQUIRED DISCLOSURES AS SET FORTH ON THE SUBDIVISION PLAT FOR THE SPRINGS COMMUNITY CHURCH SUBDIVISION FILING NO. 1, RECORDED AUGUST 10, 1980 IN PLAT BOOK E4/107, INCLUDING, BUT NOT LIMITED TO, DENIAL OF DIRECT ACCESS TO ADJOINING WOODMEN ROAD.
13. AN "AS BUILT" ELECTRIC SERVICE EASEMENT GRANTED TO THE CITY OF COLORADO SPRINGS BY INSTRUMENT RECORDED NOVEMBER 7, 1990 IN BOOK 5788 AT PAGE 740.
14. ALL NOTES, NOTICES, EASEMENTS AND REQUIRED DISCLOSURES AS SET FORTH ON THE SUBDIVISION PLAT FOR THE SPRINGS COMMUNITY CHURCH SUBDIVISION FILING NO. 2, RECORDED SEPTEMBER 23, 1998 AT RECEPTION NO. 98137433.
15. TERMS, CONDITIONS AND PROVISIONS OF UNRECORDED COMMUNICATIONS SITE LEASE AGREEMENT BETWEEN THE SPRINGS COMMUNITY CHURCH AS LESSOR, AND NEXTEL WEST CORP., AS LESSEE, WHOSE EXISTENCE IS DISCLOSED BY MEMORANDUM OF AGREEMENT DATED OCTOBER 26, 1999, AND RECORDED MAY 9, 2000 AT RECEPTION NO. 200051650, AS AMENDED BY CORRECTED MEMORANDUM OF AGREEMENT DATED JULY 27, 2001 AND RECORDED AUGUST 22, 2001 AT RECEPTION NO. 201121764. THE INTERESTS OF NEXTEL WEST CORP. WERE TRANSFERRED TO TOWERCO. ASSETS, LLC, BY INSTRUMENT RECORDED OCTOBER 6, 2008 AT RECEPTION NO. 208109345. AN AMENDMENT TO THE COMMUNICATIONS SITE LEASE IS DISCLOSED BY AMENDMENT RECORDED DECEMBER 21, 2009 AT RECEPTION NO. 209145321.
IN CONJUNCTION WITH SAID LEASE: DEED OF TRUST, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS EXECUTED BY SBA 2012 TC ASSETS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, F/K/A TOWERCO ASSETS LLC TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE AND BENEFIT OF DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE, TO SECURE AN INDEBTEDNESS OF \$3,680,000,000.00, DATED APRIL 18, 2013 AND RECORDED JULY 16, 2013, UNDER RECEPTION NO. 213091519, AMENDMENT TO SAID DEED OF TRUST, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS RECORDED DECEMBER 29, 2014 UNDER RECEPTION NO. 214119283.
16. TERMS, CONDITIONS AND PROVISIONS OF " GRANT OF NON - EXCLUSIVE EASEMENT " FROM THE SPRINGS COMMUNITY CHURCH TO PATRICIA E. PRING, DATED MARCH 4, 2005 AND RECORDED MARCH 4, 2005 AT RECEPTION NO. 205031770.
17. TERMS, CONDITIONS AND PROVISIONS OF "NOTICE OF PRIVATE WATER SYSTEM" RECORDED MARCH 18, 2005 AT RECEPTION NO. 205038471.

ALTA COMMITMENT

Schedule B-2

(Exceptions)

Our Order No. SC55039979-9

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

18. TERMS, CONDITIONS AND PROVISIONS OF UNRECORDED OPTION AND LEASE AGREEMENT BETWEEN THE SPRINGS COMMUNITY CHURCH, AS LANDLORD, AND NEW CINGULAR WIRELESS PCS, LLC, WHOSE EXISTENCE IS DISCLOSED BY MEMORANDUM RECORDED MARCH 30, 2006 AT RECEPTION NO. 206045717. SAID LEASE AGREEMENT IS MODIFIED BY "RIGHT OF FIRST REFUSAL AGREEMENT" BETWEEN THE SAME PARTIES RECORDED MARCH 6, 2012 AT RECEPTION NO. 212024963. MEMORANDUM OF SECOND AMENDMENT TO LEASE RECORDED NOVEMBER 27, 2012 AT RECEPTION NO. 212140841.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

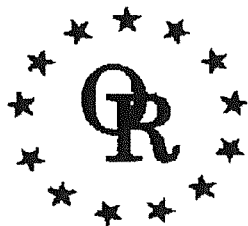
WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT PERMITTED BY LAW.

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

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

Commitment to Insure

ALTA Commitment - 2006 Rev.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (Company) for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company. All liability and obligation under this commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at www.alta.org.

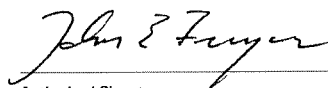
STANDARD EXCEPTIONS

In addition to the matters contained in the Conditions and Stipulations and Exclusions from Coverage above referred to, this Commitment is also subject to the following:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey or inspection of the Land would disclose and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

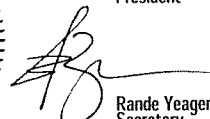
IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South
Minneapolis, Minnesota 55401
(612) 371-1111


Authorized Signature




Mark Bilbrey
President


Rande Yeager
Secretary

AMERICAN
LAND TITLE
ASSOCIATION

