

RESOLUTION NO. 66-15

A RESOLUTION AUTHORIZING THE ACQUISITION OF A PORTION OF PROPERTY OWNED BY BURT ALEXANDER AND COLLEEN A. ALEXANDER FOR THE WOODMEN ROAD CORRIDOR IMPROVEMENTS PROJECT (PHASE 2)

WHEREAS, the Pikes Peak Rural Transportation Authority ("PPRTA") and the citizens of the City of Colorado Springs approved the Woodmen Road Corridor Improvements Project (the "Project"); and

WHEREAS, in coordination with PPRTA, the City of Colorado Springs ("City") will hold title to the real property acquired for the Project; and

WHEREAS, certain property acquisitions have been identified for the Woodmen Road Corridor Improvements Project, including the property owned by Burt Alexander and Colleen A. Alexander, consisting of a 3.5 acre parcel of land commonly known as 7126 Lilac Place; and

WHEREAS, the acquisition of the Property is in the public interest and is necessary for the construction of the Project; and

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

WHEREAS, the Project is federally funded in part and therefore must comply with State and Federal Guidelines; and

WHEREAS, pursuant to the Real Estate Manual and City Code § 7.7.1802, City Council must approve any property acquisitions in which the total acquisition amount is determined to be in excess of thirty percent (30%) of the fair market value or if the total acquisition amount exceeds \$50,000.00; and

WHEREAS, the Administrative Settlement amount of \$134,200.00 for the purchase price of the Property resulted from a Federal aid review process conducted by the Colorado Department of Transportation; and

WHEREAS, Burt Alexander and Colleen A. Alexander desire to accept as the purchase price the Administrative Settlement amount of \$134,200.00 for the Property; and

WHEREAS, the City's Public Works Department requests City Council approval of the acquisition of the Property.

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

Section 1. City Council hereby authorizes the acquisition and purchase of the Property from Burt Alexander and Colleen A. Alexander for the Administrative Settlement amount of \$134,200.00.

Section 2. City Council finds that the acquisition and purchase of the Property complies with the Real Estate Manual and the applicable State and Federal requirements.

Section 3. The City's Real Estate Services Manager is authorized to execute all necessary documents, including the Real Estate Purchase Agreement to complete the acquisition and purchase of the Property.

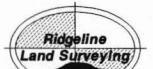
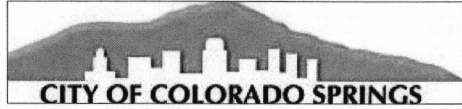
DATED at Colorado Springs, Colorado, this 9<sup>th</sup> day of June, 2015.

ATTEST:

  
Sarah B. Johnson, City Clerk



  
Merv Bennett, Council President

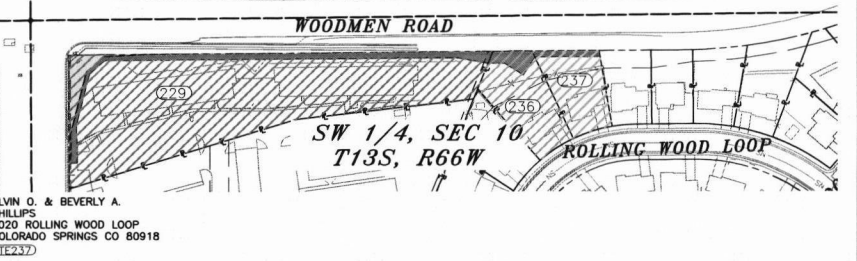
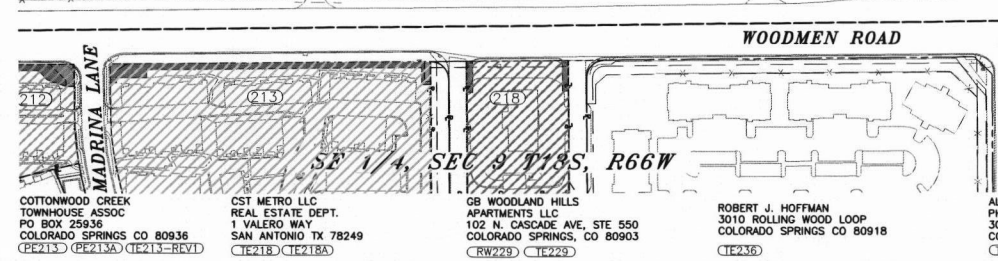
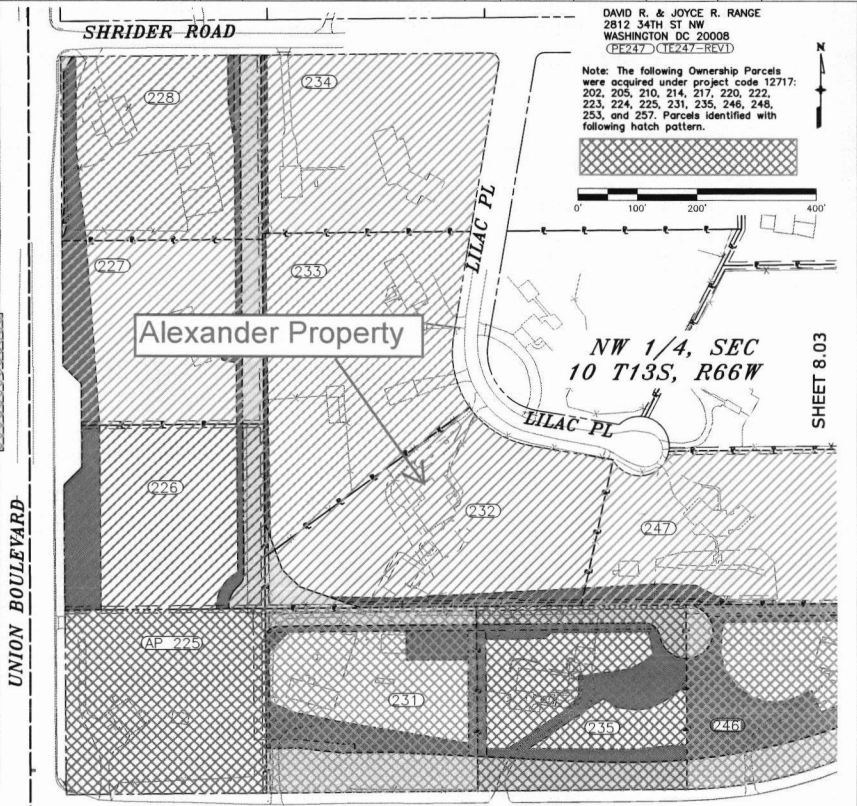
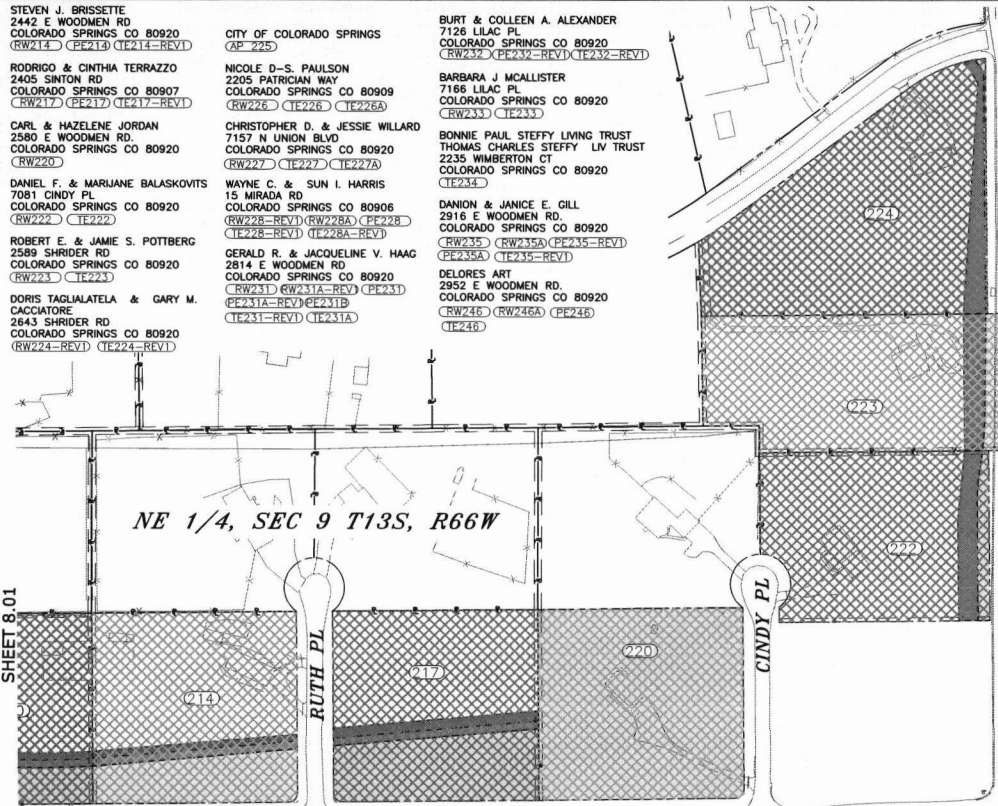


31 E. PLATTE AVE., SUITE 206  
 COLORADO SPRINGS, CO 80903  
 TEL: 719.238.2917

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

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

Right of Way Plans				
OWNERSHIP MAP				
Project Number:	STU M240-046 UNIT II			
Project Number:	STU M240-148			
Project Location:	WOODMEN ROAD, STINSON TO POWERS			
Project Code:	Last Mod. Date	Subst. Sheets	Sheet No.	Total No. of Sheets
12717 & 19450	9-8-2014	801-803	8.02	56



REAL ESTATE PURCHASE AGREEMENT  
Woodmen Road Phase II Improvements Project

COPY

This REAL ESTATE PURCHASE AGREEMENT ("Agreement"), dated this 21 day of MAY, 2015, is by and between Burt Alexander and Colleen A. Alexander ("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. RW232, in fee simple, attached hereto and made a part hereof; and,

See Exhibit B legally describing, and Exhibit B-1 depicting Parcel No. PE232-REV1, a permanent public improvements easement, attached hereto and made a part hereof; and,

See Exhibit C legally describing, and Exhibit C-1 depicting Parcel No. TE232-REV1 a temporary construction easement, attached hereto and made a part hereof.

also known as part of 7126 Lilac Place and by El Paso County Tax Schedule No. 63100-03-017 (the above stated parcels referred to collectively as the "Property"). The City desires to purchase the Property from Seller, upon the terms and conditions contained in this Agreement.

COPY

1.2 Deposit. No deposit is required.

Woodmen Phase II  
RES #  
Parcel(s) RW232, PE232-REV1 and TE232-REV1

Property Owner: [Signature] City Ints: [Signature]  
Date: 5-11-15 Date: 5-20-15 5-21-15

1.3 Sale and Purchase Price. City hereby agrees to purchase, and Seller hereby agrees to sell to City the Property on the terms and conditions of this Agreement for the total purchase price of One Hundred Thirty-Four Thousand Two Hundred and No/100 Dollars (\$134,200.00) (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.

2.2 Procedure. At Closing, the following shall occur:

- a. City shall open escrow and deliver the fully executed Real Estate Purchase Agreement to the escrow officer within two (2) weeks of the execution hereof by City.

Woodmen Phase II  
RES #  
Parcel(s) RW232, PE232-REV1 and TE232-REV1

Property Owner: BICA City Ints: @ Mac

Date: 5-11-15 Date: 5-20-15 5-21-15

- b. Conveyance Deed. Seller shall convey Parcel RW232, 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 PE232-REV1, a permanent easement in and to the Property described in Exhibit B and depicted on Exhibit B-1 to City by the City's Grant of Permanent Public Improvement Easement, free and clear of any liens or encumbrances whether recorded or unrecorded, but subject to existing easements, conditions and restrictions of record, provided that these are permitted exceptions by the City, insofar as they may lawfully affect the Property.
  
- d. Temporary Construction Easement. Seller shall convey Parcel TE232-REV1, temporary construction easement(s), as described in Exhibit C and depicted on Exhibit C-1, to City by a Temporary Construction Easement, free and clear of any liens or encumbrances whether recorded or unrecorded, but subject to existing easements, conditions and restrictions of record, insofar as they may lawfully affect the Property.
  
- e. Sellers Obligation. Seller shall ensure that the Property is free and clear of any and all liens and encumbrances, including the removal of financial indebtedness, other than those exceptions to title specifically permitted by the City. Seller shall obtain and provide escrow with any and all executed full releases, partial releases, subordinations, and/or release of liens, including Federal or State tax liens, that may have been given or covered on said Property. If Seller does not correct any such title condition, the

Woodmen Phase II  
 RES #  
 Parcel(s) RW232, PE232-REV1 and TE232-REV1

Property Owner: SACA City Ints: @ MAC  
 Date: 5-11-15 Date: 5-20-15 5-21-15

City may, at its sole discretion, terminate this Agreement and pursue any remedies it may have at law or in equity, including condemnation.

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

2.3 Possession. Subject to the City's relocation policy, Seller shall deliver possession of the Property to City upon deposit of the Purchase Price in escrow with the Title Company.

2.4 Closing Costs. City shall pay recording fees, applicable documentary fees, and for the Title Company's closing fee.

Woodmen Phase II  
RES #  
Parcel(s) RW232, PE232-REV1 and TE232-REV1

Property Owner: SOCA City Ints: @ AMRC  
Date: 5-11-15 Date: 5-20-15 5-21-15

2.5 Title Policy. A title commitment will be secured by City for the City's review in advance of Closing. Closing is contingent upon City's satisfaction with the title commitment prior to Closing. Title insurance, if required, will be paid for by the City.

**III. CONDITION OF PROPERTY**

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

**IV. REMEDIES FOR BREACH**

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

**V. NOTICES AND OTHER DELIVERIES**

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

5.2

<b>If to Seller:</b>	<b>If to City:</b>
Burt and Coleen A. Alexander 7126 Lilac Place Colorado Springs, CO 80920 Phone: 719-651-1936 E-mail: alexalex@q.com	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

Woodmen Phase II  
RES #  
Parcel(s) RW232, PE232-REV1 and TE232-REV1

Property Owner: BACF City Ints: @ GARC  
Date: 5-11-15 Date: 5.20.15 5-21-15



Either Party may, by notice properly delivered, change the person or address to which future notices or delivery to that Party shall be made.

## VI. INTERPRETATION OF AGREEMENT

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

Woodmen Phase II  
RES #  
Parcel(s) RW232, PE232-REV1 and TE232-REV1

Property Owner: BACIA City Ints: @ MCE  
Date: 5-11-15 Date: 5-20-15 5-21-15

- b. Closing is contingent upon the City's environmental review or audit and acceptance of the condition of the Property pursuant to City Code Section 7.7.1802.
- c. Seller agrees that no new easements, liens or encumbrances shall be placed on the Property from the time of Agreement execution through Closing, except any easement so designated by the City.
- d. On behalf of the City, the Real Estate Services Manager, or designee, shall execute the necessary escrow instructions and/or additional instructions, and acceptance of property interests which may be required to complete the closing of this real property transaction.

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

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

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

6.8 Entire Agreement, Modification, Survival. This Agreement, together with all attachments, constitutes the entire contract between the Parties relating to the purchase and sale of the Property, and any prior agreements pertaining to the subject of this Agreement, whether oral or written, have been merged and integrated into this Agreement. No subsequent modification of any of the terms of this

Woodmen Phase II  
RES #  
Parcel(s) RW232, PE232-REV1 and TE232-REV1

Property Owner: ELCA City Ints: @ MLIC  
Date: 5-11-15 Date: 5-20-15 5-21-15

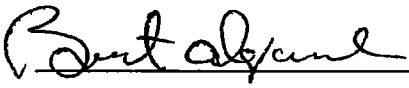
Agreement shall be valid, binding upon the Parties, or enforceable unless made in writing and signed by all the Parties. Any obligation in this Agreement that, by its terms, is intended to be performed after termination or Closing shall survive Closing.

6.9 Time. Time is of the essence in this Agreement.

6.10 Certification of Signatory(ies). Seller represents and warrants that Seller is the sole owner(s) of the Property, that the person(s) executing this Agreement is/are authorized to execute this Agreement on behalf of the Seller, and that no additional signatures are required to carry out the Seller's obligations contemplated herein.

**VII. SIGNATURE PAGES**

**Seller: Burt Alexander and Colleen A. Alexander**

By:   
Burt Alexander

5-11-15  
Date


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

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of May, 2015, by Burt Alexander.



Witness my hand and official seal

My commission Expires: 08-08-18

  
Notary Public

Woodmen Phase II  
RES #  
Parcel(s) RW232, PE232-REV1 and TE232-REV1

Property Owner: Burt Alexander City Ints: @ MIC  
Date: 5-11-15 Date: 5-20-15 5-21-15

By: Colleen Alexander  
Colleen A. Alexander

5-11-15  
Date

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

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of May, 2015, by Colleen A. Alexander.



Witness my hand and official seal

My commission Expires: 08-08-16

[Signature]  
Notary Public

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City Signature Page to Follow

Woodmen Phase II  
RES #  
Parcel(s) RW232, PE232-REV1 and TE232-REV1

Property Owner: BA, CA Ints: @ IMCC  
Date: 5-11-15 Date: 5-20-15 5-21-15

CITY OF COLORADO SPRINGS:

By: Ronn Carlentine  
Ronn Carlentine  
Real Estate Services Manager

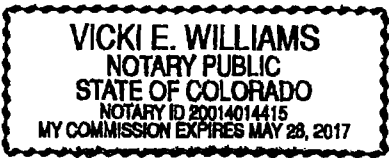
5.20.15  
Date

State of Colorado )  
                              ) ss  
County of El Paso)

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of May, 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: 5-28-2017



Vicki E. Williams  
Notary Public

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

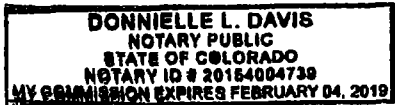
5/28/15  
Date

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

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of May, 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 4 2019



Donnielle L. Davis  
Notary Public

Approved as to form:

[Signature]  
City Attorney

1 June 2015  
Date

Woodmen Phase II  
RES #  
Parcel(s) RW232, PE232-REV1 and TE232-REV1

Property Owner: B.D. & C.A. City Ints: @ MEC  
Date: 5-11-15 Date: 5-20-15 5-21-15

**EXHIBIT "A"**

Project No. STU M240-148  
Project Code: 19450  
Date: September 1, 2014

**DESCRIPTION**

A tract or parcel No. RW232 of the City of Colorado Springs, State of Colorado, Project No. STU M240-148 located in a portion of Lot 18, Block 8, of Columbine Estates, recorded with reception No. 199789 in the records of El Paso County, Colorado, located in the NW 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:

Beginning at the southwest corner of said lot 18;

- 1) Thence N00°28'31"W on the west line of said lot 18, a distance of 87.31 feet to the northwest corner of said lot 18;
- 2) Thence N53°39'24"E on the northwesterly line of said lot 18, a distance of 20.59 feet;
- 3) Thence S20°28'31"E a distance of 36.61 feet;
- 4) Thence S45°31'31"E a distance of 40.00 feet;
- 5) Thence S70°34'31"E a distance of 107.05 feet to the south line of said lot 18;
- 6) Thence S89°25'29"W on said south line, a distance of 158.17 feet to the point of beginning;

The above tract of land contains 5,865 square feet or 0.135 acres more or less.

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

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

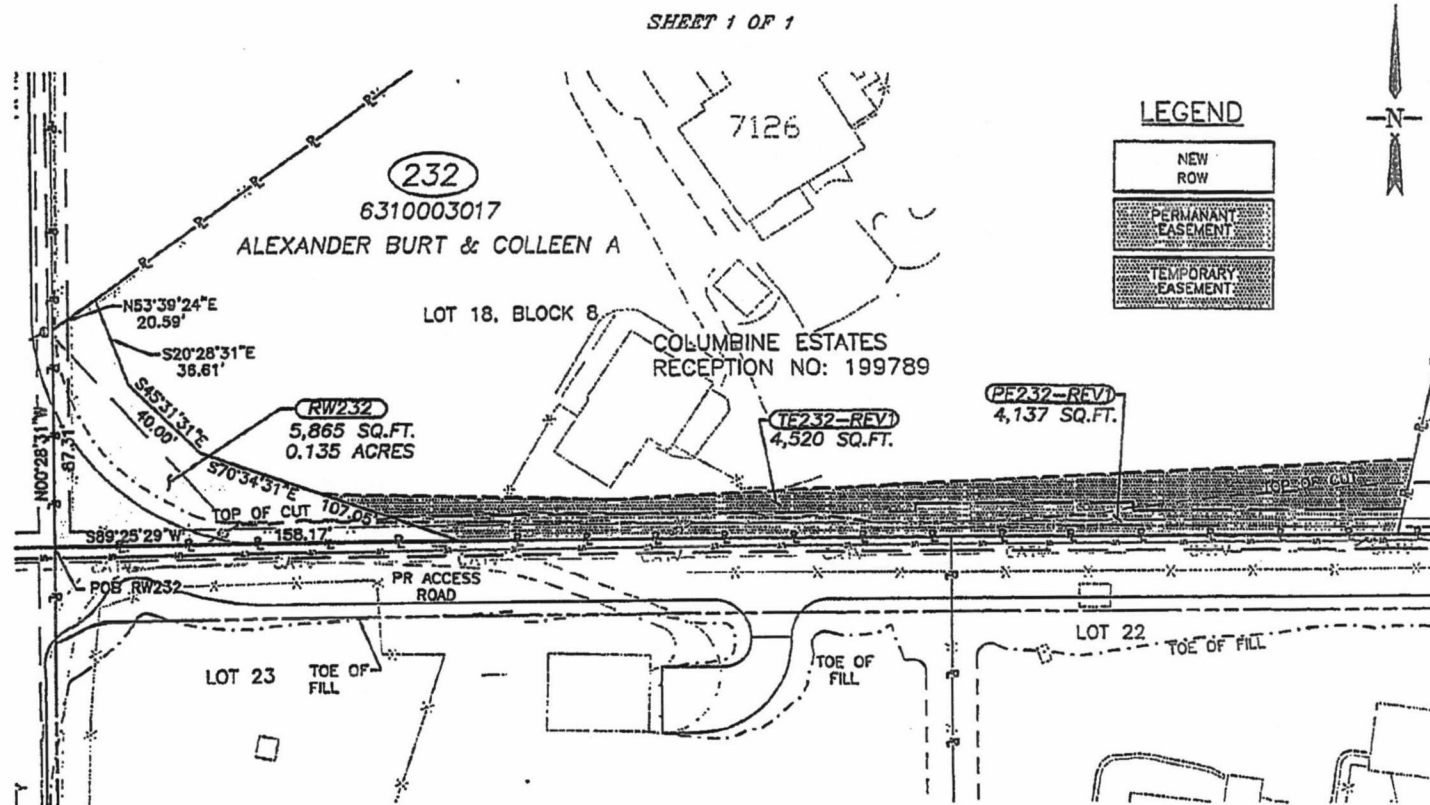
James F. Lenz PLS 34583  
For and on behalf of  
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "A-1"

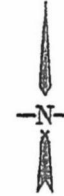
A TRACT OR PARCEL NO. RW232 OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO, PROJECT NO. STU M240-148, LOCATED IN THE NW 1/4 SECTION 10, TOWNSHIP 13 SOUTH, AND RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO

SHEET 1 OF 1



LEGEND

NEW ROW
PERMANENT EASEMENT
TEMPORARY EASEMENT



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

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

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

**EXHIBIT "B"**

Project No. STU M240-148

Project Code: 19450

Date: September 1, 2014

Easement Purpose: Storm Drain Maintenance

**DESCRIPTION**

A tract or parcel No. PE232-REV1 of the City of Colorado Springs, State of Colorado, Project No. STU M240-148 located in a portion of Lot 18, Block 8, of Columbine Estates, recorded with reception No. 199789 in the records of El Paso County, Colorado, located in the NW 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:

Beginning at the southeast corner of said lot 18;

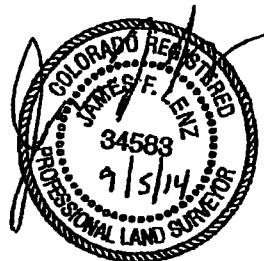
- 1) Thence S89°25'29"W on the south line of said lot 18, a distance of 369.83 feet;
- 2) Thence N70°34'31"W a distance of 29.24 feet;
- 3) Thence N89°25'29"E a distance of 207.50 feet;
- 4) Thence N00°00'00"E a distance of 3.38 feet;
- 5) Thence N89°25'29"E a distance of 85.71 feet;
- 6) Thence S00°00'00"E a distance of 3.38 feet;
- 7) Thence N89°25'29"E a distance of 106.40 feet to the east line of said lot 18;
- 8) Thence S12°22'01"W on said east line, a distance of 10.26 feet to the point of beginning.

The above tract of land contains 4,137 square feet or 0.095 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 foregoing description has been prepared by or under my direct supervision.

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

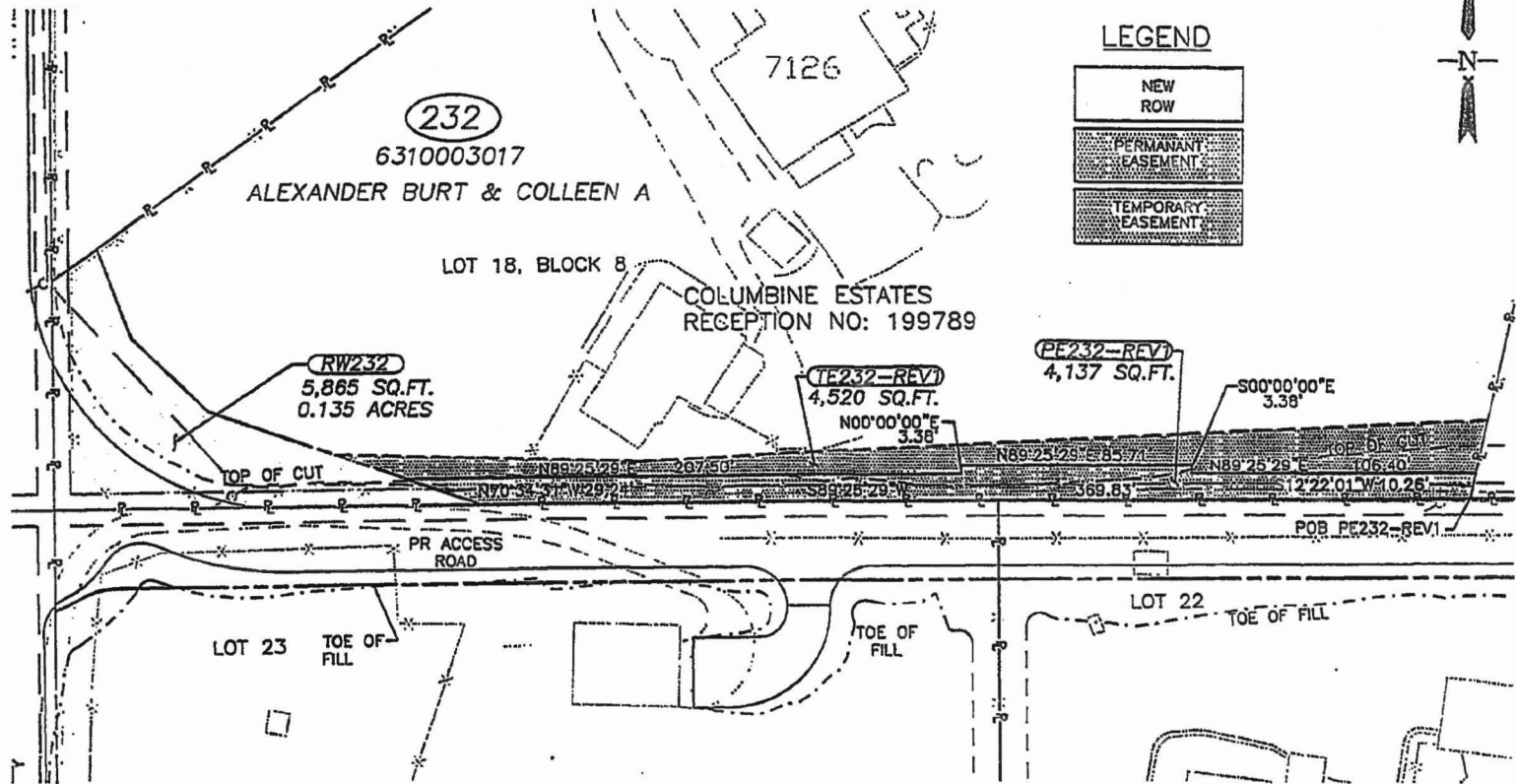




LEGAL DESCRIPTION EXHIBIT "B-1"

A TRACT OR PARCEL NO. PE232-REV1 OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO, PROJECT NO. STU M240-148, LOCATED IN THE NW 1/4 SECTION 10, TOWNSHIP 13 SOUTH, AND RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO

SHEET 1 OF 1



LEGEND

NEW ROW
PERMANENT EASEMENT
TEMPORARY EASEMENT

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

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

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

**EXHIBIT "C"**

Project No. STU M240-148  
Project Code: 19450  
Date: September 1, 2014

**Easement Purpose: Construction and Grading of an Access Road**

**DESCRIPTION**

A tract or parcel No. TE232-REV1 of the City of Colorado Springs, State of Colorado, Project No. STU M240-148 located in a portion of Lot 18, Block 8, of Columbine Estates, recorded with reception No. 199789 in the records of El Paso County, Colorado, located in the NW 1/4 of 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 southeast corner of said lot 18; Thence N12°22'01"E on the east line of said lot 18, a distance of 10.26 feet to the point of beginning

- 1) Thence S89°25'29"W a distance of 106.40 feet;
- 2) Thence N00°00'00"E a distance of 3.38 feet;
- 3) Thence S89°25'29"W a distance of 85.71 feet;
- 4) Thence S00°00'00"E a distance of 3.38 feet;
- 5) Thence S89°25'29"W a distance of 207.50 feet;
- 6) Thence N70°34'31"W a distance of 27.68 feet;
- 7) Thence S88°42'10"E a distance of 113.71 feet;
- 8) Thence N86°46'44"E a distance of 202.22 feet;
- 9) Thence N86°58'06"E a distance of 114.66 feet to the east line of said lot 18;
- 10) Thence S12°22'01"W on said east line, a distance of 20.52 feet to the point of beginning.

The above tract of land contains 4,520 square feet or 0.104 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.

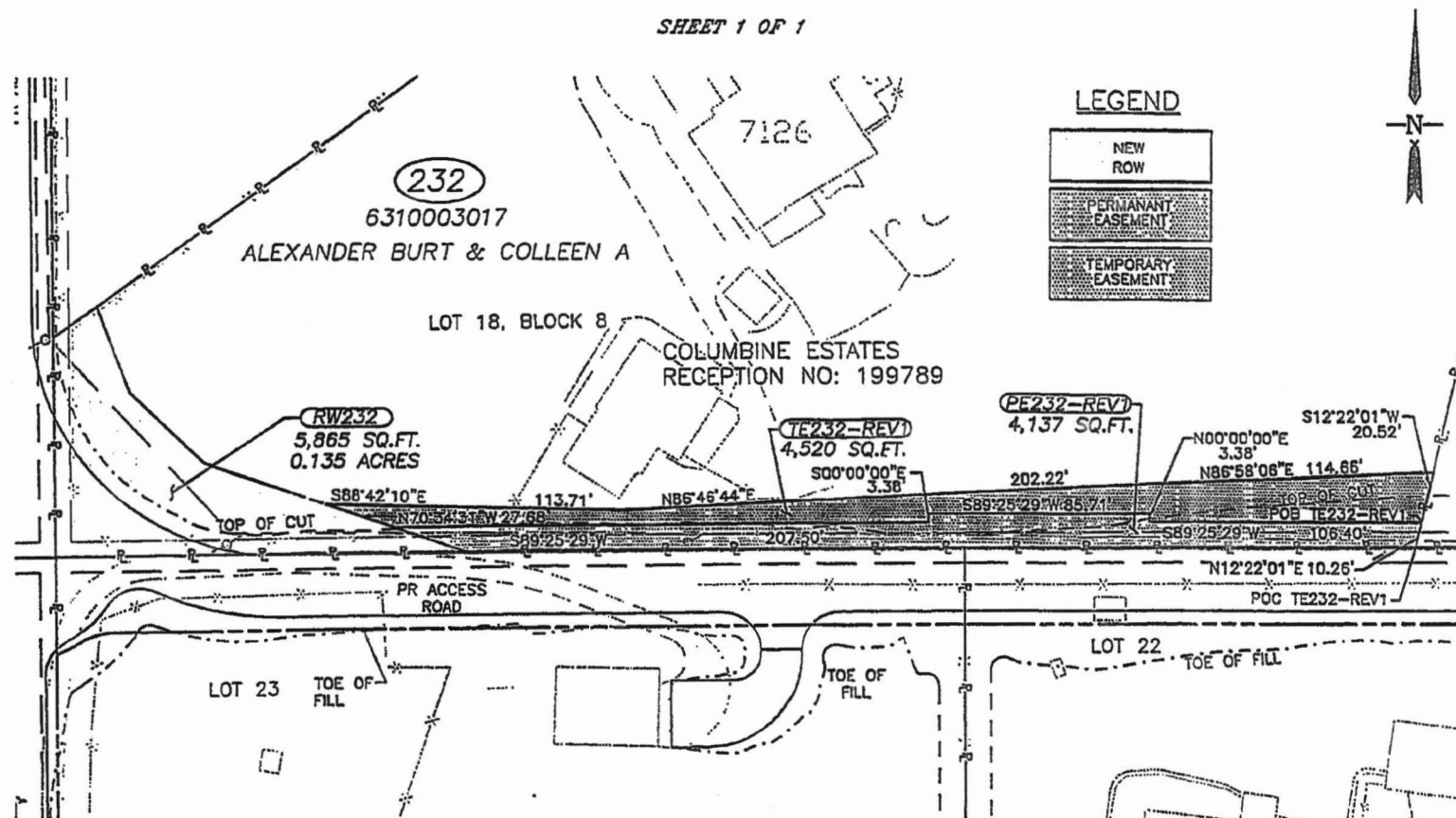
**James F. Lenz PLS 34583**  
For and on behalf of  
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "C-1"

A TRACT OR PARCEL NO. TE232-REV1 OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO, PROJECT NO. STU M240-148, LOCATED IN THE NW 1/4 SECTION 10, TOWNSHIP 13 SOUTH, AND RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO

SHEET 1 OF 1



LEGEND

- NEW ROW
- PERMANENT EASEMENT
- TEMPORARY EASEMENT

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

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

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