

RESOLUTION NO. 99-15

A RESOLUTION APPROVING THE SECOND AMENDMENT TO AGREEMENT CONCERNING PARK CREDITS FOR SPRINGS RANCH GOLF COURSE

WHEREAS, the City of Colorado Springs ("City") has previously granted park credit for the Springs Ranch Golf Course in accordance with Resolution No. 160-99; and

WHEREAS, the total park credit set forth in Resolution No. 160-99 was memorialized through the Agreement Concerning Park Credits for Springs Ranch Golf Course ("Agreement"); and

WHEREAS, the credit received by the developer is set by the Agreement in an amount not to exceed 31.4 percent or 66.5 acres because the Golf Course is open to the public; and

WHEREAS, the City recognizes the continued operation of the privately owned Springs Ranch Golf Course as an 18-hole publicly accessible golf course provides valuable recreation opportunities for golfers in Colorado Springs; and

WHEREAS, Tom Tauche, Inc., the current owner of the Springs Ranch Golf Course, desires to amend the Agreement to release 13.843 acres of property ("Released Property") in exchange for the conveyance of three parcels of real property totaling approximately 4.7 acres of property and a pedestrian bridge to the City; and

WHEREAS, the conveyance of three parcels of property from Tom Tauche, Inc. to the City will benefit the future development of the Sand Creek Trail and the Tutt Sports Complex; and

WHEREAS, the conveyance of the pedestrian bridge from Tom Tauche, Inc. to the City will benefit the City's trail system; and

WHEREAS, Tom Tauche, Inc. intends to sell the Released Property for development and the net proceeds from the sale will be used to pay down outstanding indebtedness and provide ongoing financial stability of the Springs Ranch Golf Course as an 18-hole course available to the public; and

WHEREAS, any park fees owed to the City incidental to any future development of the Released Property shall first be expended by the developer through the cost of construction and completion of the City trail system located adjacent to the Released Property along Tutt Boulevard and the Springs Ranch Golf Course Clubhouse Property and any park fees required beyond the cost of construction of the trail shall be remitted to the City in accordance with City Code; and

WHEREAS, the City's Parks, Recreation and Cultural Services Department recommends to City Council authorization and approval of the Second Amendment to the Agreement.

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

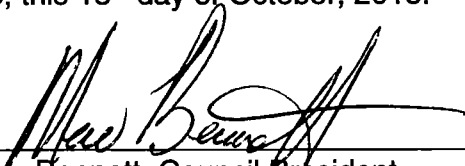
Section 1. City Council finds that the Second Amendment to Agreement Concerning Park Credits for Springs Ranch Golf Course (attached and incorporated hereto as "Exhibit A") benefits the future development of Sand Creek Trail, the future development of the Tutt Sports Complex and public golf opportunities.

Section 2. City Council hereby approves the Second Amendment to Agreement Concerning Park Credits for Springs Ranch Golf Course.

Section 3. The City's Parks Director is authorized to execute all documents necessary to execute the Second Amendment to Agreement Concerning Park Credits for Springs Ranch Golf Course and to execute all documents necessary for the conveyance of the pedestrian bridge to the City.

Section 4. The City's Real Estate Services Manager is authorized to execute all documents necessary for the conveyance of the three (3) parcels of real property by Deed to the City totaling approximately 4.7 acres as required by the Amendment.

DATED at Colorado Springs, Colorado, this 13th day of October, 2015.


Merv Bennett, Council President

ATTEST:


Sarah B. Johnson, City Clerk



**SECOND AMENDMENT
TO AGREEMENT CONCERNING PARK CREDITS
FOR SPRINGS RANCH GOLF COURSE**

This is a Second Amendment (the "Second Amendment") to that certain Agreement Concerning Park Credits for Springs Ranch Golf Course dated October 12, 1999 (the "Agreement"), by and among the **CITY OF COLORADO SPRINGS**, a home rule city and a Colorado municipal corporation (the "City"), and **BRE/SPRINGS RANCH, L.L.C.**, a Delaware limited liability company ("BRE/SPRINGS"), and **TOM TAUCHE, INC.**, a Colorado corporation ("Tauche"). The Agreement is modified by that certain Amendment to Agreement Concerning Park Credits for Spring Ranch Golf Course dated effective November 30, 2011 (the "First Amendment"). The Agreement and First Amendment are collectively referred to herein as the "Agreement."

Recitals

A. The Agreement was recorded in the real property records of the Clerk and Recorder of El Paso County, Colorado on October 29, 1999, at Reception No. 099167517.

B. The First Amendment was recorded in the real property records of the Clerk and Recorder of El Paso County, Colorado on December 2, 2011, at Reception No. 211119344.

C. The Springs Ranch Golf Course (the "Golf Course") is subject to indebtedness which Tauche desires to pay in full, and to facilitate that payoff, Tauche desires to amend the Agreement to release a certain portion of the real property subject to the Agreement in exchange for a conveyance of land and a certain pedestrian bridge to the City for the benefit of the City Parks Department.

D. The Golf Course is a part of the Springs Ranch development, which was developed by BRE/SPRINGS. Development of Springs Ranch has previously been completed; BRE/SPRINGS is no longer in existence and is not a necessary party to this Second Amendment.

E. The City is willing to release that parcel under the terms of this Second Amendment.

F. Following the release and this Amendment, the Golf Course shall remain an 18-hole golf course open to the public; and as such, the nature of the Golf Course will remain as originally contemplated in the Agreement.

G. Paragraph 6. of the Agreement permits amendment of the Agreement by written instrument signed by all parties.

Agreement

1. The parties hereby agree that the real property consisting of approximately 13.843 acres as described on attached **Exhibit A** to this Amendment (the "Released Property") and owned by Tauche is hereby released from and shall no longer be subject to the terms and conditions of the Agreement. As such, the Agreement shall not apply to the Released Property, and the Released Property shall not constitute property of the Golf Course for purposes of the Agreement.


2. By virtue of withdrawal of the Released Property, the Agreement requires Tauche to either pay to the City a sum equal to the value of the park credits associated with the Released Property or make a dedication of land to the City consistent with the .314 ratio described in the Agreement. In accordance therewith, the parties hereby agree that the real property consisting of three parcels and totaling approximately 4.7 acres described on attached **Exhibit B** to this Amendment (the "Conveyed Property") and owned by Tauche shall be conveyed to the City for the benefit of the Parks Department in the form of a special warranty deed attached hereto as **Exhibit C** (the "Deed"). The Conveyed Property is comprised of three separate parcels: Parcel 1, consisting of approximately .261 acres; Parcel 2, consisting of approximately 1.136 acres; and Parcel 3, consisting of approximately 3.303 acres. The parties agree that the total acreage of the Conveyed Property exceeds that required by the Agreement for the withdrawal of the Released Property and satisfies the obligations of Tauche in connection therewith.

3. As additional consideration, Tauche agrees to convey to the City and the City agrees to accept a certain pedestrian bridge which is currently located on the Golf Course (the "Pedestrian Bridge"). The Pedestrian Bridge will be transferred to the City by Bill of Sale in its "as is" condition. At its option and expense, the City may use and relocate the Pedestrian Bridge as the City sees fit to serve the needs of the City and the general public.

4. Portions of the Released Property are currently used by Tauche for utilities and access and Tauche shall reserve in the Deed certain easement rights in the Conveyed Property as more particularly described in the Deed.

5. In consideration of the release of the Released Property, Tauche covenants and agrees to use all of the net proceeds of any sale of the Released Property after payment of costs incurred by Tauche for this action and for the sale, first to pay down or off as possible the outstanding indebtedness of the Golf Course.

6. The City agrees that pursuant to City Code § 7.7.1201, *et seq.*, any park fees owed to the City incidental to any future development of the Released Property shall first be expended by the developer through the cost of construction and completion of the City trail system located adjacent to the Released Property along Tutt Boulevard and the Springs Ranch Golf Course Clubhouse Property. The required construction of the trail shall be memorialized as a condition of development on a Development Plan satisfactory to and approved by the City. The City shall have the right to determine the reasonableness of the costs associated with the construction of the trail. Any park fees required beyond the cost of construction of the trail shall be remitted to the City in accord with City Code § 7.7.1201, *et seq.*



7. The parties agree that the actions taken hereunder shall not constitute a change to the nature or rules of the Golf Course as defined in the Park Credit Agreement, and there shall be no obligation to reimburse the City for any park dedication credits granted pursuant to the Park Credit Agreement.

8. Each party hereto shall execute and cause to be delivered to each other party hereto such instruments and other documents, and shall take such other actions, as such other party may reasonably request in order to carry out the intent and accomplish the purposes of this Second Amendment and the consummation of the transaction contemplated hereby.

9. All other terms and conditions of the Agreement shall remain in effect. The terms of this Second Amendment shall control in the event of a conflict between the terms of this Second Amendment and the Agreement.

[Signature Page Follows]

Dated this 15th day of March 2015.

IN WITNESS WHEREOF, the parties have signed this Amendment as of the date indicated above.

TOM TAUCHE, INC.
a Colorado corporation

By: Tom Tauche
Tom Tauche
Its: President

CITY OF COLORADO SPRINGS
a home rule city and Colorado municipal corporation

By: Saren Jales

~~ATTEST:~~

~~By: _____
City Clerk~~

APPROVED AS TO FORM:

[Signature]

Office of the City Attorney

[Notary Blocks on Following Page]

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged to before me this ____ day of _____, 2015, by _____ as _____ and by _____ as [Deputy] City Clerk of the City of Colorado Springs, a home rule city and Colorado municipal corporation.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____.

(SEAL)

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged to before me this ____ day of _____, 2015, by Tom Tauche as President of Tom Tauche, Inc., a Colorado corporation.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____.

(SEAL)



EXHIBIT A

Legal - Released Property

EXHIBIT B

Legal - Conveyed Property

Parcel 1

Legal Description

Parcel 2

Legal Description

Parcel 3

Legal Description

Exhibit C

Special Warranty Deed

Exhibit D

Springs Ranch Golf Course Club House Property

EXHIBIT "A"

LEGAL DESCRIPTION:

A tract of land being a portion of Lot 1, Springs Ranch Golf Club in the City of Colorado Springs as recorded at Reception No. 97031873 of the records of El Paso County, Colorado and a portion of the tract of land described at Reception No. 98010369 of the records of said El Paso County and located in the Northwest quarter (NW1/4) of Section 31, Township 13 South, Range 65 West of the 6th P.M., El Paso County, Colorado being more particularly described as follows:

BEGINNING at the intersection of the common line between said Lot 1 and Tract A of said Springs Ranch Golf Club and the Southerly line of the thirty (30.00) foot sanitary sewer easement as shown on said Springs Ranch Golf Club, recorded at Reception No. 96148129 of the records of said El Paso County; thence S73°42'33"E on said Southerly line, a distance of 300.94 feet; thence S30°13'10"W a distance of 172.44 feet; thence S09°01'43"E a distance of 255.84 feet; thence S04°24'57"E a distance of 264.72 feet; thence S13°39'02"E a distance of 234.64 feet; thence S25°33'52"E a distance of 204.51 feet; thence S42°11'45"E a distance of 231.78 feet; thence S28°13'01"E a distance of 297.00 feet; thence S38°13'47"E a distance of 139.11 feet; thence S12°43'29"W a distance of 323.84 feet; thence S41°56'54"W a distance of 227.63 feet to the East line of Lot 1, Tutt Sport Complex as recorded at Reception No. 205058864 of the records of said El Paso County, the following two (2) courses are on the East and Northeasterly line of said Lot 1; thence: 1) N00°04'11"W a distance of 472.52 feet; 2) N48°00'39"W a distance of 808.30 feet to an angle point in said Lot 1; thence N00°50'17"E parallel with and forty (40.00) feet Easterly of Tutt Boulevard as dedicated to the public in Tutt Boulevard Subdivision Filing No. 2 as recorded at Reception No. 200122761 of the records of said El Paso County as measured perpendicular thereto, also being the East boundary line of the tract of land recorded at Reception No. 97129652 of the records of said El Paso County, a distance of 1010.00 feet to a point of curve; thence continuing parallel with and forty Easterly as measured perpendicular thereto and said East boundary line, on a curve to the right having a central angle of 13°05'14", a radius of 740.00 feet for an arc distance of 169.03 feet, whose chord bears N07°22'54"E to the POINT OF BEGINNING and containing 13.843 acres of land, more or less.

See Exhibit "B" attached.

Prepared by:
John L. Bailey PLS #19586
for and on behalf of
Rockwell Consulting, Inc.
January 19, 2015

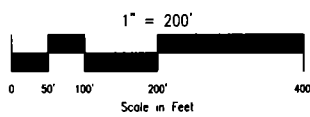
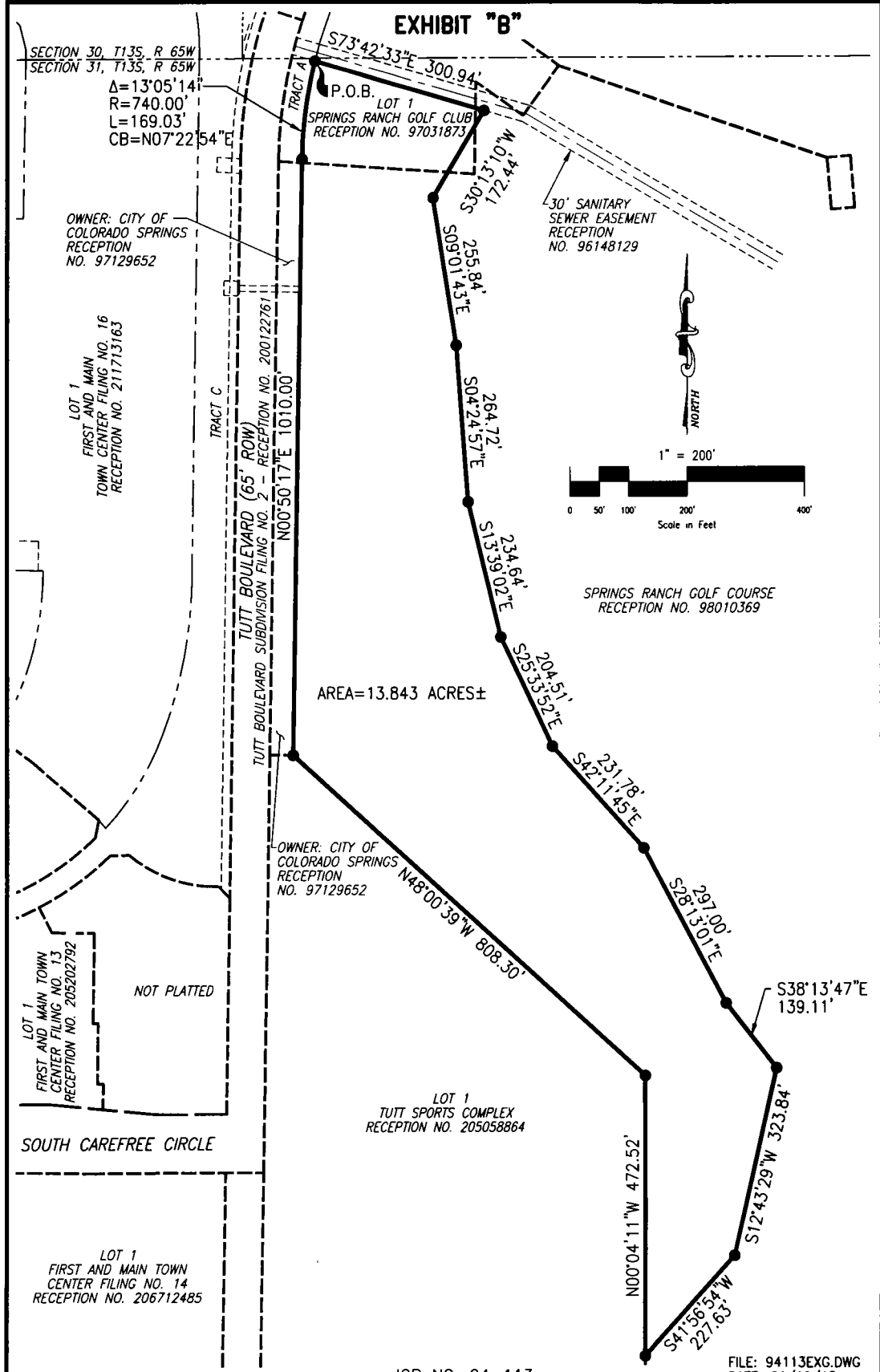
JOB NO. 94-113

FILE: 94113EXG.DWG
DATE: 01/19/15



EXHIBIT A - "Conveyed Property"

EXHIBIT "B"



AREA=13.843 ACRES±

JOB NO. 94-113

FILE: 94113EXG.DWG
DATE: 01/19/15

LOCATED IN A PORTION OF
THE NORTHWEST QUARTER
OF SECTION 31
T-13-S, R-65-W OF THE 6th P.M.,
EL PASO COUNTY, COLORADO

ROCKWELL CONSULTING, Inc.
ENGINEERING • SURVEYING
1955 N. UNION BLVD., SUITE 200
COLORADO SPRINGS, CO 80909
(719) 475-2575 • FAX (719) 475-9223

EXHIBIT "A"

LEGAL DESCRIPTION:

A tract of land being a portion of the tract of land described at Reception No. 98010369 of the records of El Paso County, Colorado located in the East half of the Southwest quarter (E1/2SW1/4) of Section 30, Township 13 South, Range 65 West of the 6th P.M., El Paso County, Colorado being more particularly described as follows:

BEGINNING at the Southeast corner of the North Carefree Circle right of way as dedicated to the public in The Colorado Springs Ranch Filing No. 3 as recorded in Plat Book A-4 at Page 60, at Reception No. 1376922 of the records of said El Paso County; thence on the Southerly right-of-way line of North Carefree Circle as dedicated to the public in The Colorado Springs Ranch Filing No. 2 as recorded in Plat Book Z-3 at Page 137, at Reception No. 1341344 of the records of said El Paso County, on a curve to the right having a central angle of $01^{\circ}12'06''$, a radius of 3740.00 feet for an arc distance of 78.43 feet, whose chord bears $N78^{\circ}31'43''E$; thence $S10^{\circ}43'26''E$ a distance of 73.08 feet; thence $S75^{\circ}34'20''W$ a distance of 16.24 feet; thence $S84^{\circ}58'06''W$ a distance of 245.01 feet; thence $N12^{\circ}59'46''W$ a distance of 20.01 feet to the Southerly line of the tract of land described in Description No. 3 of Reception No. 97129652 of the records of said El Paso County, the following three (3) courses are on the Southerly and Easterly line of said tract of land; thence: 1) on said Southerly line, on a curve to the right having a central angle of $02^{\circ}21'48''$, a radius of 3720.00 feet for an arc distance of 153.44 feet, whose chord bears $N76^{\circ}17'22''E$; 2) $S55^{\circ}32'26''E$ on said Southerly line, a distance of 41.15 feet to the Southeast corner of said tract of land; 3) $N10^{\circ}32'24''W$ a distance of 50.00 feet to the POINT OF BEGINNING and containing 0.261 acre of land, more or less.

See Exhibit "B" attached.

Prepared by:
John L. Bailey PLS #19586
for and on behalf of
Rockwell Consulting, Inc.
February 05, 2015



JOB NO. 94-113

FILE: 94113EX1.DWG
DATE: 02/05/15



EXHIBIT "B"

SPRINGS RANCH GOLF COURSE
RECEPTION NO. 98010369

TRACT OF LAND OF DESCRIPTION #4
RECEPTION NO. 97129652

NORTH CAREFREE CIRCLE
(ROW VARIES)
THE COLORADO SPRINGS
RANCH FILING NO. 2
PLAT BOOK 2-3, PAGE 137
RECEPTION NO. 1341344

NORTH CAREFREE CIRCLE (ROW VARIES)
THE COLORADO SPRINGS RANCH FILING NO. 3
PLAT BOOK A-4, PAGE 60
RECEPTION NO. 1376922

$\Delta=01^{\circ}12'06''$
 $R=3740.00'$
 $L=78.43'$
 $CB=N78^{\circ}31'43''E$

TRACT OF LAND OF DESCRIPTION #3
RECEPTION NO. 97129652

$N10^{\circ}32'24''W$
 $50.00'$

$L=153.44'$ $CB=N76^{\circ}17'22''E$
 $\Delta=02^{\circ}21'48''$ $R=3720.00'$
 $41.15'$

AREA = 0.261 ACRE ±

$73.08'$
 $S10^{\circ}43'26''E$

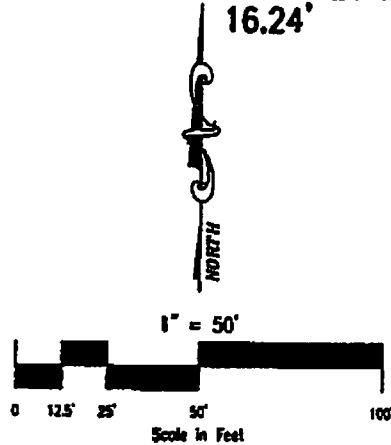
TRACT A
FIRST AND MAIN TOWN CENTER
RECEPTION NO. 213713292
LOT 1
FILING NO. 19

$N12^{\circ}59'46''W$
 $20.01'$

$S84^{\circ}58'06''W$ 245.01'

$S75^{\circ}34'20''W$
16.24'

SPRINGS RANCH GOLF COURSE
RECEPTION NO. 98010369



JOB NO. 94-113

FILE: 94113EX1.DWG
DATE: 02/05/15

LOCATED IN A PORTION OF
THE E1/2 SW1/4 OF SECTION 30
T-13-S, R-65-W OF THE 6th P.M.,
EL PASO COUNTY, COLORADO



ROCKWELL CONSULTING, Inc.
ENGINEERING • SURVEYING
1955 N. UNION BLVD., SUITE 200
COLORADO SPRINGS, CO 80909
(719) 475-2575 • FAX (719) 475-9223

EXHIBIT "A"

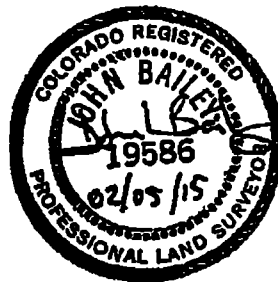
LEGAL DESCRIPTION:

A tract of land being a portion of the tract of land described at Reception No. 98010369 of the records of El Paso County, Colorado located in the Northeast quarter of the Southwest quarter (NE1/4SW1/4) of Section 30, Township 13 South, Range 65 West of the 6th P.M., El Paso County, Colorado being more particularly described as follows:

BEGINNING at the Northwest corner of the tract of land described in Description No. 4 of Reception No. 97129652 of the records of said El Paso County, also being a point on the Easterly line of the Lot 1, Bochnak Family Entertainment Center Subdivision as recorded at Reception No. 205005854 of the records of said El Paso County, the following two (2) courses are on said Easterly line; thence: 1) N10°32'24"W a distance of 59.90 feet; 2) N23°02'07"E a distance of 524.26 feet to an angle point in said Easterly line; thence S10°32'24"E a distance of 63.41 feet; thence S22°56'30"W a distance of 167.49 feet; thence S12°11'29"W a distance of 167.14 feet; thence S07°23'38"E a distance of 50.00 feet; thence S48°15'01"E a distance of 30.00 feet; thence N86°29'08"E a distance of 30.00 feet; thence N56°09'25"E a distance of 150.00 feet; thence S56°21'03"E a distance of 75.00 feet; thence S10°32'27"E a distance of 69.57 feet to the Northerly right-of-way line of North Carefree Circle as dedicated to the public in The Colorado Springs Ranch Filing No. 2 as recorded in Plat Book Z-3 at Page 137, at Reception No. 1341344 of the records of said El Paso County; thence on said Northerly right-of-way line, on a curve to the left having a central angle of 01°11'12", a radius of 3860.00 feet for an arc distance of 79.95 feet, whose chord bears S78°34'08"W to the Southeast corner of said tract of land described in said Description No. 4, also being the Northeast corner of North Carefree Circle right of way as dedicated to the public in The Colorado Springs Ranch Filing No. 3 as recorded in Plat Book A-4 at Page 60, at Reception No. 1376922 of the records of said El Paso County, the following three (3) courses are on the Easterly and Northerly line of the tract of land described in said Description No. 4; thence: 1) N10°32'24"W on said Easterly line, a distance of 70.00 feet to the Northeast corner of said Description No. 4; 2) S34°27'38"W on said Northerly line, a distance of 73.07 feet; 3) on said Northerly line, on a curve to the left having a central angle of 03°31'39", a radius of 3880.00 feet for an arc distance of 238.88 feet, whose chord bears S75°27'21"W to the POINT OF BEGINNING and containing 1.136 acres of land, more or less.

See Exhibit "B" attached.

Prepared by:
John L. Bailey PLS #19586
for and on behalf of
Rockwell Consulting, Inc.
February 05, 2015



JOB NO. 94-113

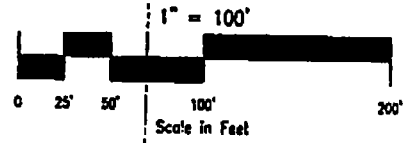
FILE: 94113EXJ.DWG
DATE: 02/05/15



EXHIBIT "B"

LOT 1
BOCHNAK FAMILY ENTERTAINMENT
CENTER SUBDIVISION
RECEPTION NO. 205005854

SPRINGS RANCH GOLF COURSE
RECEPTION NO. 98010369



AREA = 1.136 ACRES±

N10°32'24"W
59.90'

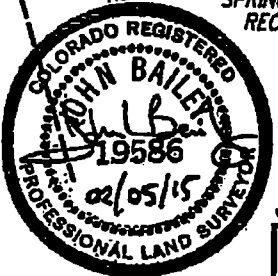
TRACT OF LAND OF DESCRIPTION #4
RECEPTION NO. 97129652
NORTH CAREFREE CIRCLE
(ROW VARIES)
THE COLORADO SPRINGS
RANCH FILING NO. 3
PLAT BOOK A-4, PAGE 60
RECEPTION NO. 1376922

Δ=01°11'12"
R=3860.00'
L=79.95'
CB=S78°34'08"W

NORTH CAREFREE CIRCLE
(ROW VARIES)
THE COLORADO SPRINGS
RANCH FILING NO. 2
PLAT BOOK 2-3, PAGE 137
RECEPTION NO. 1341344

TRACT A
TRACT OF LAND OF DESCRIPTION #3
RECEPTION NO. 97129652
SPRINGS RANCH GOLF COURSE
RECEPTION NO. 98010369

LOT 1
FIRST AND MAIN TOWN
CENTER FILING NO. 19
RECEPTION NO. 213713292



| NO | BEARING | DIST. |
|----|-------------|--------|
| L1 | S07°23'38"E | 50.00' |
| L2 | S48°15'01"E | 30.00' |
| L3 | N86°29'08"E | 30.00' |
| L4 | N10°32'24"W | 70.00' |
| L5 | S34°27'38"W | 73.07' |

JOB NO. 94-113

FILE: 94113EXJ.DWG
DATE: 02/05/15

LOCATED IN A PORTION OF
THE NE1/4 SW1/4 OF SECTION 30
T-13-S, R-65-W OF THE 6th P.M.,
EL PASO COUNTY, COLORADO

ENGINEERING • SURVEYING
1855 N. LINCOLN BLVD., SUITE 200
COLORADO SPRINGS, CO 80908
(719) 475-2575 • FAX (719) 475-9223

EXHIBIT "A"

LEGAL DESCRIPTION:

A tract of land being a portion of the tract of land described at Reception No. 99195169 of the records of El Paso County, Colorado located in the West half (W1/2) of Section 31, Township 13 South, Range 65 West of the 6th P.M., El Paso County, Colorado being more particularly described as follows:

BEGINNING at the Southwest corner of tract of land described on Sheet 2 of 2 of Exhibit "A" of Special Warranty Deed recorded at Reception No. 98010369 of the records of said El Paso County; thence S89°58'34"E on the common line of said tracts of land, a distance of 340.83 feet; thence S33°17'33"W a distance of 12.15 feet; thence S20°26'11"E a distance of 35.79 feet; thence S56°42'27"E a distance of 84.77 feet; thence N87°01'17"E a distance of 35.79 feet to the common line of said tract of land described at Reception No. 99195169 and the tract of land described at Reception No. 203030048 of the records of said El Paso County; thence S33°17'33"W on said common line, a distance of 411.82 feet to a common corner of said tracts of land, the following two (2) courses are on the common line of said tract of land described at Reception No. 99195169 and the tract of land described at Reception No. 99109025 of the records of said El Paso County; thence: 1) N56°42'27"W a distance of 93.72 feet; 2) S66°49'50"W a distance of 161.12 feet to the Southwest corner of said tract of land described at Reception No. 99195169; thence N00°05'47"W on the Westerly line of said tract of land, a distance of 444.69 feet to the POINT OF BEGINNING and containing 3.303 acres of land, more or less.

See Exhibit "B" attached.

Prepared by:
John L. Bailey PLS #19586
for and on behalf of
Rockwell Consulting, Inc.
February 07, 2015



JOB NO. 94-113

FILE: 94113EXK.DWG
DATE: 02/07/15

The Rockwell Consulting, Inc. logo features a stylized 'R' with diagonal lines. To the right of the logo, the text reads "ROCKWELL CONSULTING, Inc." followed by "ENGINEERING - SURVEYING", "1955 N. UNION BLVD., SUITE 200", "COLORADO SPRINGS, CO 80909", and "(719) 475-2575 • FAX (719) 475-9223".

EXHIBIT "B"

SPRINGS RANCH GOLF COURSE
RECEPTION NO. 98010369

P.O.B.

S89°58'34"E 340.83'

S33°17'33"W
12.15'
S20°26'11"E
35.79'

TRACT OF LAND
RECEPTION NO. 99195169

S56°42'27"E
84.77'

N87°01'17"E
35.79'

AREA = 3.303 ACRES±

LOT 1
TUTT SPORTS COMPLEX
RECEPTION NO. 205058864

UNPLATTED
OWNER: DEVELOPMENT MANAGEMENT INC.
c/o NORWOOD DEVELOPMENT

N00°05'47"W 444.69'

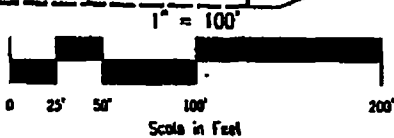
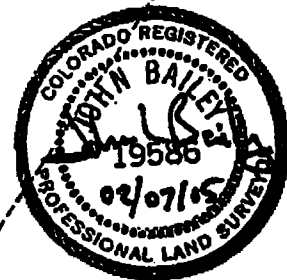
PUBLIC UTILITY AND
PUBLIC DRAINAGE EASEMENT
PER VACATION PLAT RECORDED
IN PLAT BOOK G-5, PAGE 187
RECEPTION NO. 95042873

S33°17'33"W 411.82'
TRACT OF LAND
RECEPTION NO. 203090028

S66°49'50"W
161.12'

N56°42'27"W
93.72'

TRACT OF LAND
RECEPTION NO. 99109025



JOB NO. 94-113

FILE: 94113EXX.DWG
DATE: 02/07/15

LOCATED IN A PORTION OF
THE WEST HALF (W1/2) OF SECTION 31
T-13-S, R-65-W OF THE 6th P.M.,
EL PASO COUNTY, COLORADO



**ROCKWELL
CONSULTING, Inc.**

ENGINEERING • SURVEYING
1855 N. UNION BLVD., SUITE 200
COLORADO SPRINGS, CO 80908
(719) 475-2575 • FAX (719) 475-9223

Exhibit A
To Special Warranty Deed

Legal Description of Property

Parcel 1:


A tract of land being a portion of the tract of land described at Reception No. 98010369 of the records of El Paso County, Colorado located in the East half of the Southwest quarter (E1/2SW1/4) of Section 30, Township 13 South, Range 65 West of the 6th P.M., El Paso County, Colorado being more particularly described as follows:

BEGINNING at the Southeast corner of the North Carefree Circle right of way as dedicated to the public in The Colorado Springs Ranch Filing No. 3 as recorded in Plat Book A-4 at Page 60, at Reception No. 1376922 of the records of said El Paso County; thence on the Southerly right-of-way line of North Carefree Circle as dedicated to the public in The Colorado Springs Ranch Filing No. 2 as recorded in Plat Book Z-3 at Page 137, at Reception No. 1341344 of the records of said El Paso County, on a curve to the right having a central angle of $01^{\circ}12'06''$, a radius of 3740.00 feet for an arc distance of 78.43 feet, whose chord bears $N78^{\circ}31'43''E$; thence $S10^{\circ}43'26''E$ a distance of 73.08 feet; thence $S75^{\circ}34'20''W$ a distance of 16.24 feet; thence $S84^{\circ}58'06''W$ a distance of 245.01 feet; thence $N12^{\circ}59'46''W$ a distance of 20.01 feet to the Southerly line of the tract of land described in Description No. 3 of Reception No. 97129652 of the records of said El Paso County, the following three (3) courses are on the Southerly and Easterly line of said tract of land; thence: 1) on said Southerly line, on a curve to the right having a central angle of $02^{\circ}21'48''$, a radius of 3720.00 feet for an arc distance of 153.44 feet, whose chord bears $N76^{\circ}17'22''E$; 2) $S55^{\circ}32'26''E$ on said Southerly line, a distance of 41.15 feet to the Southeast corner of said tract of land; 3) $N10^{\circ}32'24''W$ a distance of 50.00 feet to the POINT OF BEGINNING and containing 0.261 acre of land, more or less.

Parcel 2:

A tract of land being a portion of the tract of land described at Reception No. 98010369 of the records of El Paso County, Colorado located in the Northeast quarter of the Southwest quarter (NE1/4SW1/4) of Section 30, Township 13 South, Range 65 West of the 6th P.M., El Paso County, Colorado being more particularly described as follows:

BEGINNING at the Northwest corner of the tract of land described in Description No. 4 of Reception No. 97129652 of the records of said El Paso County, also being a point on the Easterly line of the Lot 1, Bochnak Family Entertainment Center Subdivision as recorded at Reception No. 205005854 of the records of said El Paso County, the following two (2) courses are on said Easterly line; thence: 1) N10°32'24"W a distance of 59.90 feet; 2) N23°02'07"E a distance of 524.26 feet to an angle point in said Easterly line; thence S10°32'24"E a distance of 63.41 feet; thence S22°56'30"W a distance of 167.49 feet; thence S12°11'29"W a distance of 167.14 feet; thence S07°23'38"E a distance of 50.00 feet; thence S48°15'01"E a distance of 30.00 feet; thence N86°29'08"E a distance of 30.00 feet; thence N56°09'25"E a distance of 150.00 feet; thence S56°21'03"E a distance of 75.00 feet; thence S10°32'27"E a distance of 69.57 feet to the Northerly right-of-way line of North Carefree Circle as dedicated to the public in The Colorado Springs Ranch Filing No. 2 as recorded in Plat Book Z-3 at Page 137, at Reception No. 1341344 of the records of said El Paso County; thence on said Northerly right-of-way line, on a curve to the left having a central angle of 01°11'12", a radius of 3860.00 feet for an arc distance of 79.95 feet, whose chord bears S78°34'08"W to the Southeast corner of said tract of land described in said Description No. 4, also being the Northeast corner of North Carefree Circle right of way as dedicated to the public in The Colorado Springs Ranch Filing No. 3 as recorded in Plat Book A-4 at Page 60, at Reception No. 1376922 of the records of said El Paso County, the following three (3) courses are on the Easterly and Northerly line of the tract of land described in said Description No. 4; thence: 1) N10°32'24"W on said Easterly line, a distance of 70.00 feet to the Northeast corner of said Description No. 4; 2) S34°27'38"W on said Northerly line, a distance of 73.07 feet; 3) on said Northerly line, on a curve to the left having a central angle of 03°31'39", a radius of 3880.00 feet for an arc distance of 238.88 feet, whose chord bears S75°27'21"W to the POINT OF BEGINNING and containing 1.136 acres of land, more or less.



Parcel 3:

A tract of land being a portion of the tract of land described at Reception No. 99195169 of the records of El Paso County, Colorado located in the West half (W1/2) of Section 31, Township 13 South, Range 65 West of the 6th P.M., El Paso County, Colorado being more particularly described as follows:

BEGINNING at the Southwest corner of tract of land described on Sheet 2 of 2 of Exhibit "A" of Special Warranty Deed recorded at Reception No. 98010369 of the records of said El Paso County; thence S89°58'34"E on the common line of said tracts of land, a distance of 340.83 feet; thence S33°17'33"W a distance of 12.15 feet; thence S20°26'11"E a distance of 35.79 feet; thence S56°42'27"E a distance of 84.77 feet; thence N87°01'17"E a distance of 35.79 feet to the common line of said tract of land described at Reception No. 99195169 and the tract of land described at Reception No. 203030048 of the records of said El Paso County; thence S33°17'33"W on said common line, a distance of 411.82 feet to a common corner of said tracts of land, the following two (2) courses are on the common line of said tract of land described at Reception No. 99195169 and the tract of land described at Reception No. 99109025 of the records of said El Paso County; thence: 1) N56°42'27"W a distance of 93.72 feet; 2) S66°49'50"W a distance of 161.12 feet to the Southwest corner of said tract of land described at Reception No. 99195169; thence N00°05'47"W on the Westerly line of said tract of land, a distance of 444.69 feet to the POINT OF BEGINNING and containing 3.303 acres of land, more or less.

**Exhibit B
To Special Warranty Deed**

Exceptions

EXHIBIT C - Special Warranty Deed

After recording return to:

Special Warranty Deed

THIS INDENTURE, made as of the 15th day of March, 2015, by and between TOM TAUCHE, INC., a Colorado corporation (referred to herein as "Grantor"), having an address of ***** , and CITY OF COLORADO SPRINGS, a home rule city and a Colorado municipal corporation ("Grantee"), having an address of *****;

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ten dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has sold and conveyed, and by these presents does sell and convey to Grantee, and its successors and assigns forever, all that certain land, situate, lying and being in El Paso County, Colorado, more particularly described as follows the "Property").

See Exhibit A ttached hereto and incorporated herein by this reference,

TOGETHER WITH all tenements, hereditaments and appurtenances thereto, belonging or in anywise appertaining.

AND SUBJECT TO those matters set forth in Exhibit B attached hereto and made a part hereof.

TO HAVE AND TO HOLD the Property, with the appurtenances, in fee simple, unto Grantee, its successors and assigns, to its own proper use and benefit forever.

TO HAVE AND TO HOLD the Property above bargained and described, with the appurtenances unto Grantee, and Grantee's successors and assigns, forever. Grantor, for Grantor, and for Grantor's heirs, personal representatives, successors, and assigns, covenants and agrees that Grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of Grantee, and Grantee's successors and assigns, against all and every person or persons claiming the whole or any part of the property, by, through, or under Grantor, subject, however, to those matters set forth in Exhibit B attached hereto and made a part hereof.