

RESOLUTION NO. 42-15

A RESOLUTION AUTHORIZING THE ACQUISITION OF A PORTION OF PROPERTY OWNED BY DELORES ART TO BE USED FOR THE WOODMEN ROAD CORRIDOR IMPROVEMENTS PROJECT (Phase 2)

**WHEREAS**, the Pikes Peak Rural Transportation Authority (PPRTA) approved the Woodmen Road Corridor Improvements Project during 2005-2014; and

**WHEREAS**, in coordination with the PPRTA, the City of Colorado Springs will hold title to the real property acquired for the Woodmen Road Corridor Improvements Project; and

**WHEREAS**, certain property acquisitions have been identified for the Woodmen Road Corridor Improvements Project, including the record property owned by Delores Art, consisting of a 1.579 acre portion of the land, as fully described in the Real Estate Purchase Agreement, commonly known as 2952 E Woodmen Rd and which is shown on Exhibit A, attached hereto and made a part hereof (the "Property"); and

**WHEREAS**, the acquisition of the Property is in the public interest and is needed for the construction of the Woodmen Road Corridor Improvements Project; and

**WHEREAS**, the proposed acquisition is subject to the procedures of The City of Colorado Springs Procedure Manual for the Acquisition and Disposition of Real Property Interests ("Real Estate Manual"), and State and Federal Guidelines; and

**WHEREAS**, pursuant to the Real Estate Manual and City Code §7.7.1802, City Council must approve property acquisitions if the total acquisition amount of the property interest acquired in the transaction exceeds \$50,000; and

**WHEREAS**, the Woodmen Road Corridor Improvements Project is federally funded in part; and

**WHEREAS**, a settlement value of \$100,000.00 for the proposed purchase price of the Property resulted from the Federal aid review process conducted by the Colorado Department of Transportation (CDOT); and

**WHEREAS**, Delores Art desires to accept the City's settlement value amount of \$100,000.00, as the purchase price for the Property; and

**WHEREAS**, the Public Works Department requests City Council's approval of the purchase of the Property in accordance with an executed Real Estate Purchase Agreement.

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

Section 1. City Council hereby authorizes the acquisition of the Property from Delores Art for the purchase price of \$100,000.00, in accordance with the executed Real Estate Purchase Agreement as described on Exhibit B attached hereto and made a part hereof, and in connection with the PPRTA-approved Woodmen Road Corridor Improvements Project.

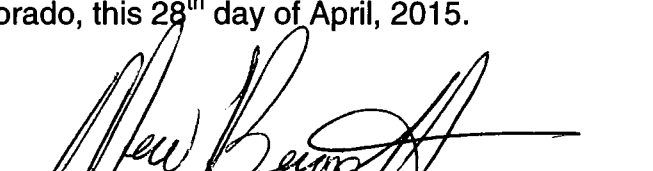
Section 2. The City's Real Estate Services Manager is authorized to execute all documents necessary to complete the acquisition of the Property from Delores Art, and comply with the Real Estate Manual.

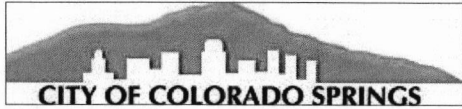
DATED at Colorado Springs, Colorado, this 28<sup>th</sup> day of April, 2015.

ATTEST:

  
Sarah B. Johnson, City Clerk



  
Merv Bennett, Council President



Sheet Revisions

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

Sheet Revisions

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

Right of Way Plans

OWNERSHIP MAP			
Project Number:	STU M240-046 UNIT II	Sheet No.	56
Project Location:	WOODMEN ROAD, STINSON TO POWERS	Subst. No.	8.02
Project Code:	Last Mod. Date	9-8-2014	801-8-03

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

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

CARL & HAZELENE JORDAN  
2580 E WOODMEN RD.  
COLORADO SPRINGS CO 80920  
(RW220)

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

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

DORIS TAGLIALATELA & GARY M. CACCIATORE  
2843 SHRIDER RD  
COLORADO SPRINGS CO 80920  
(RW224-REV1) (TE224-REV1)

CITY OF COLORADO SPRINGS  
(AP 225)

NICOLE D-S. PAULSON  
2205 PATRICIAN WAY  
COLORADO SPRINGS CO 80909  
(RW226) (TE226) (PE226A)

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

WAYNE C. & SUN I. HARRIS  
15 MIRADA RD  
COLORADO SPRINGS CO 80906  
(RW228-REV1) (RW228A) (PE228)  
(TE228-REV1) (TE228A-REV1)

GERALD R. & JACQUELINE V. HAAG  
2814 E WOODMEN RD  
COLORADO SPRINGS CO 80920  
(RW231) (RW231A-REV) (PE231)  
(PE231A-REV) (PE231B)  
(TE231-REV1) (TE231A)

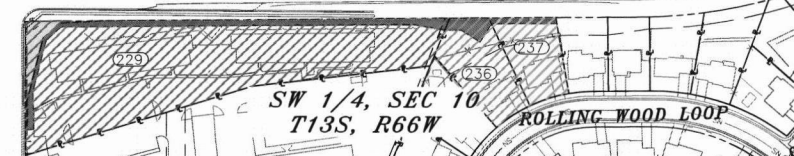
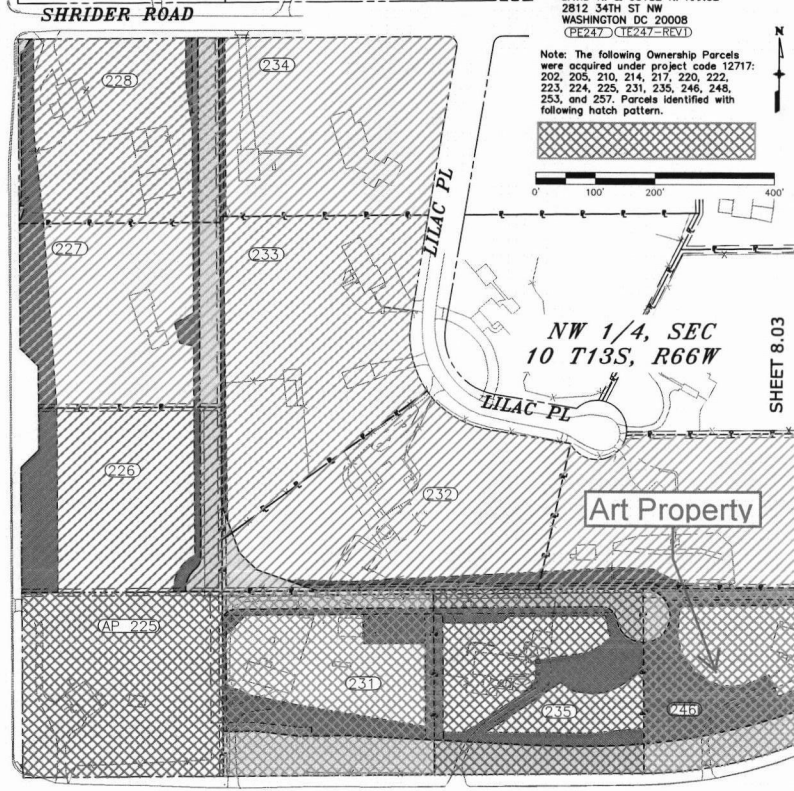
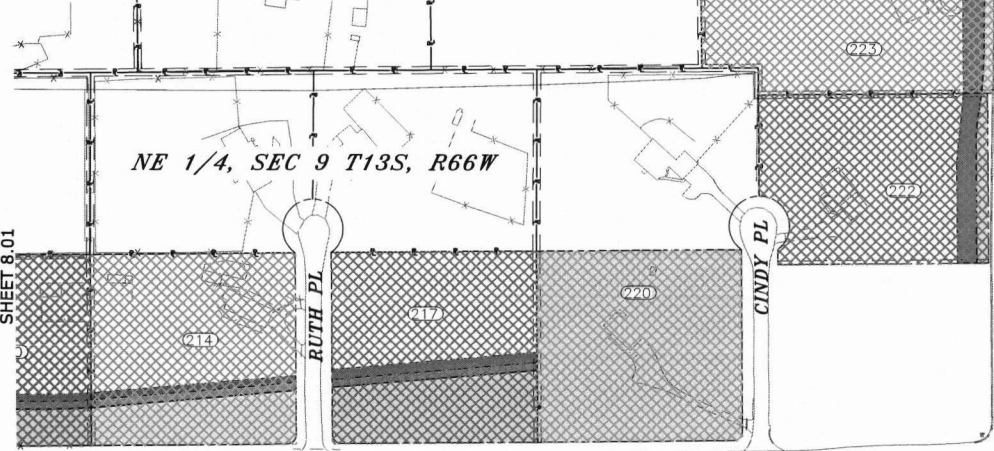
BURT & COLLEEN A. ALEXANDER  
7126 LILAC PL  
COLORADO SPRINGS CO 80920  
(RW232) (PE232-REV1) (TE232-REV1)

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

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

DANION & JANICE E. GILL  
2916 E WOODMEN RD.  
COLORADO SPRINGS CO 80920  
(RW235) (RW235A) (PE235-REV1)  
(PE235A) (TE235-REV1)

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



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

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

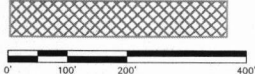
GB WOODLAND HILLS APARTMENTS LLC  
102 N. CASCADE AVE, STE 550  
COLORADO SPRINGS, CO 80903  
(RW229) (TE229)

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

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

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

Note: The following Ownership Parcels were acquired under project code 12717: 202, 205, 210, 214, 217, 220, 222, 223, 224, 225, 231, 235, 246, 248, 253, and 297. Parcels identified with following hatch pattern.



SHEET 8.01

UNION BOULEVARD

SHEET 8.03

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

This REAL ESTATE PURCHASE AGREEMENT ("Agreement"), dated this 27 day of MARCH, 2015, is by and between Delores Art ("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. RW246, in fee simple, attached hereto and made a part hereof; and,

See Exhibit B legally describing, and Exhibit B-1 depicting Parcel No. RW246A, in fee simple, attached hereto and made a part hereof; and,

See Exhibit C legally describing, and Exhibit C-1 depicting Parcel No. PE246, a permanent public improvements easement, attached hereto and made a part hereof; and,

See Exhibit D legally describing, and Exhibit D-1 depicting Parcel No. TE246 a temporary construction easement, attached hereto and made a part hereof.

also known as part of 2952 East Woodmen Road and by El Paso County Tax Schedule No. 63100-03-029 (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.

Woodmen Phase II  
RES #  
Parcel(s) RW246, RW246A, PE246 and TE246

Property Owner: DA City Ints: @ MCO  
Date: 3-19-15 Date: 3-27-15 3/29/15

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 One Hundred Thousand and 00/100 Dollars (\$100,000.00) (the "Purchase Price"). The Purchase Price represents total compensation for all interest in the Property, includes all improvements, and full settlement of all and any damages, including any damages to the remainder, occurring to the Seller or Seller's Property, and includes full compensation for the Seller's interests and costs, either present or future, the interest of lienors, and any and all interests, legal or equitable, which are or may be outstanding, respecting the Property. This settlement shall be deemed final.

Restoration shall be made only as expressly provided herein and the consideration includes all losses associated with improvements and /or vegetation, natural or cultivated. Where the Grantor's Property is affected by the City's project, the City shall restore surface conditions to a similar condition as exists prior to the project. The City shall install temporary fence in a manner that maintains a security barrier during the project. The City shall install temporary fence in a manner that maintains a security barrier during the project. The City shall remove and replace asphalt remaining between the proposed driveway and the existing concrete apron at City's cost. The Grantor shall provide access to the work space at no additional cost to the City.

1.4 Force and Effect. If any provision of this Agreement shall be determined to be invalid, illegal or without force by a court of law or rendered so by legislative act, then the remaining provisions of this Agreement shall remain in full force and effect.

## II. CLOSING

2.1 Time and Place. The closing of the purchase of the Property shall be at the offices of Land Title Guarantee Company ("Title Company"), located at 102 S. Tejon, Suite

Woodmen Phase II  
RES #  
Parcel(s) RW246, RW246A, PE246 and TE246

Property Owner: DL City Ints: @ MAC  
Date: 3-19-15 Date: 3-27-15 3/29/15

760, in Colorado Springs, Colorado, 80903, at a date and time to be determined by the parties, (the "Closing") with the escrow instructions to be based on the terms and conditions set forth herein.

2.2 Procedure. At Closing, the following shall occur:

- a. City shall open escrow and deliver the fully executed Real Estate Purchase Agreement to the escrow officer within two (2) weeks of the execution hereof by City.
- b. Conveyance Deed. Seller shall convey Parcel RW246, 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. Conveyance Deed. Seller shall convey Parcel RW246A, described in Exhibit B and depicted on Exhibit B-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.
- d. Permanent Public Improvement Easement. Seller shall convey Parcel PE246 a permanent easement in and to the Property described in Exhibit C and depicted on Exhibit C-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.

Woodmen Phase II  
RES #  
Parcel(s) RW246, RW246A, PE246 and TE246

Property Owner: DA City Ints: @ MCK  
Date: 3-19-15 Date: 3-29-15 3/29/15

- e. Temporary Construction Easement. Seller shall convey Parcel TE246 a 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

Woodmen Phase II  
 RES #  
 Parcel(s) RW246, RW246A, PE246 and TE246

Property Owner: DJ City Ints: @ mce  
 Date: 3-19-15 Date: 3-27-15 3/27/15

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 deeds 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

Woodmen Phase II  
RES #  
Parcel(s) RW246, RW246A, PE246 and TE246

Property Owner: DA City Ints: @ MOC  
Date: 3-19-15 Date: 3-27-15 3/24/18



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>
Delores Art P.O. Box 62081 Colorado Springs, CO 80962 Phone: (719) 659-8389 E-mail: luv2cdvu2@aol.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

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.

Woodmen Phase II  
RES #  
Parcel(s) RW246, RW246A, PE246 and TE246

Property Owner: DL City Ints: @ SMAC  
Date: 3-19-15 Date: 3-27-15 3/29/15

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. Authority to Acquire Property. 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

Woodmen Phase II  
RES #  
Parcel(s) RW246, RW246A, PE246 and TE246

Property Owner: DA City Ints: @ MDC  
Date: 3-19-15 Date: 3-27-15 3/28/15

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.

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SIGNATURE PAGES TO FOLLOW

Woodmen Phase II  
RES #  
Parcel(s) RW246, RW246A, PE246 and TE246

Property Owner: DA City Ints: @ MHC  
Date: 3-19-15 Date: 3-27-15 3/29/15

VII. SIGNATURE PAGES

Seller: Delores Art

By: Delores Art  
Delores Art

3-19-15  
Date

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

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of March, 2015, by Delores Art.



Witness my hand and official seal

My commission Expires: 08-06-16

Jeffery L. Perret  
Notary Public

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CITY'S SIGNATURE PAGE FOLLOWS

Woodmen Phase II  
RES #  
Parcel(s) RW246, RW246A, PE246 and TE246

Property Owner: DA City Ints: @ mac  
Date: 3-19-15 Date: 3.27.15 3/29/15

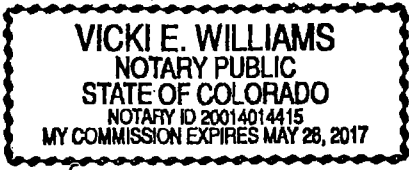
CITY OF COLORADO SPRINGS:

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

3.27.15  
Date

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

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of March, 2015, by Ronn Carlentine as Real Estate Services Manager for the City of Colorado Springs, Colorado.



Witness my hand and official seal

My commission Expires: 05-28-2017

*Vicki E. Williams*  
Notary Public

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

3/27/15  
3/29/15  
Date

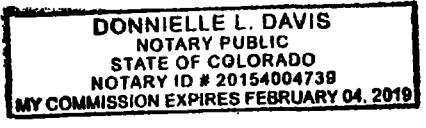
State of Colorado)  
                                  ) ss.  
County of El Paso)

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> 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 4 2019

*[Signature]*  
Notary Public



Approved as to form:  
*[Signature]*  
City Attorney

3 April 2015  
Date

Woodmen Phase II  
RES #  
Parcel(s) RW246, RW246A, PE246 and TE246

Property Owner: *DA* City Ints: *@ M90*  
Date: 3-19-15 Date: 3-27-15 3/29/15

**EXHIBIT "A"**

Project No. STU M240-046 Unit II  
Project Code: 12717  
Date: December 07, 2012

**DESCRIPTION**

A tract or parcel No. RW-246 of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 21 Block 8, of the vacation and replat Columbine Estates recorded with reception No. 302902 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 21;

- 1) Thence N00°28'26"W on the west line of lot 21, a distance of 49.12 feet to a non tangent curve to the left;
- 2) Thence on the arc of said curve, having a radius of 1,000.00 feet, a delta angle of 23°59'22", an arc length of 418.70 feet, whose long chord bears N73°06'32"E a distance of 415.65 feet;
- 3) Thence N57°43'24"E a distance of 45.98 feet to the easterly line of lot 21;
- 4) Thence S43°58'26"E on the easterly line of lot 21, a distance of 42.37 feet to the southeast corner of said lot 21;
- 5) Thence S59°26'04"W on the southerly line of lot 21, a distance of 127.40 feet to a point of curve to the right;
- 6) Thence on the arc of said curve and continuing on said south line, having a radius of 713.95 feet, a delta angle of 29°59'27", an arc length of 373.71 feet, whose long chord bears S74°25'51"W a distance of 369.46 feet to the point of beginning.

The above tract of land contains 23,762 square feet or 0.545 acres, more or less.

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

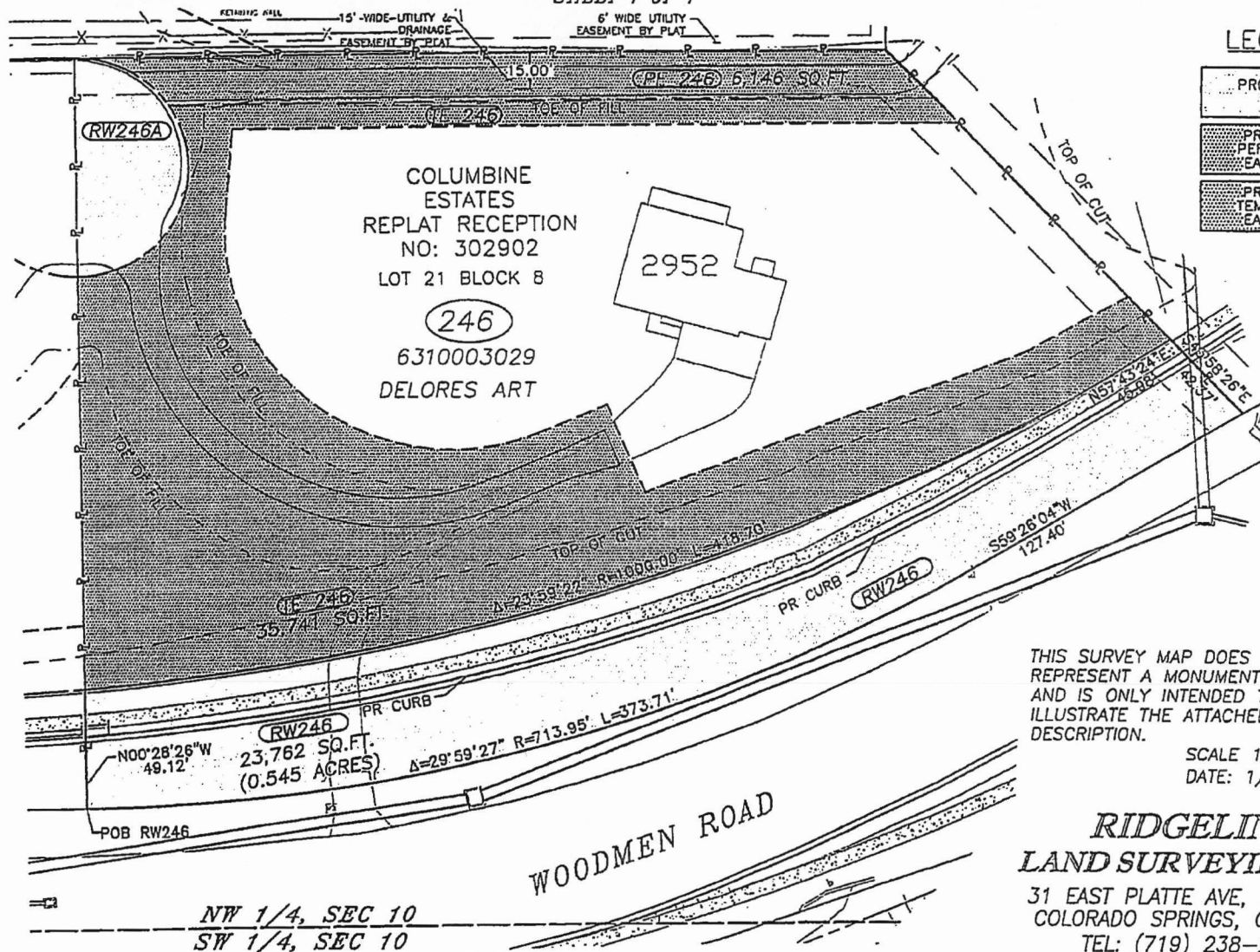
The forgoing description has been prepared by or under my direct supervision.

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



**LEGAL DESCRIPTION EXHIBIT "A-1"**

PARCEL NO. RW-246 OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO, PROJECT NO. STU M240-046  
 UNIT II, 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**

	PROPOSED ROW
	PROPOSED PERMANENT EASEMENT
	PROPOSED 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: 1/22/14

**RIDGELINE LAND SURVEYING LLC**

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

NW 1/4, SEC 10  
 SW 1/4, SEC 10

**EXHIBIT "B"**

Project No. STU M240-046 Unit II  
Project Code: 12717  
Date: February 5, 2013

**DESCRIPTION**

A tract or parcel No. RW-246A of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 21 Block 8, of the vacation and replat Columbine Estates recorded with reception No. 302902 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 northwest corner of said lot 21 and a point of curve to the right;

- 1) Thence on the arc of said curve, having a radius of 45.00 feet, a delta angle of 180°09'39", an arc length of 141.50 feet, whose long chord bears S00°28'26"E a distance of 90.00 feet to the west line of said lot 21;
- 2) Thence N00°28'26"W on said west line, a distance of 90.00 feet to the point of beginning.

The above tract of land contains 3,187 square feet or 0.073 acres, more or less.

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

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

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

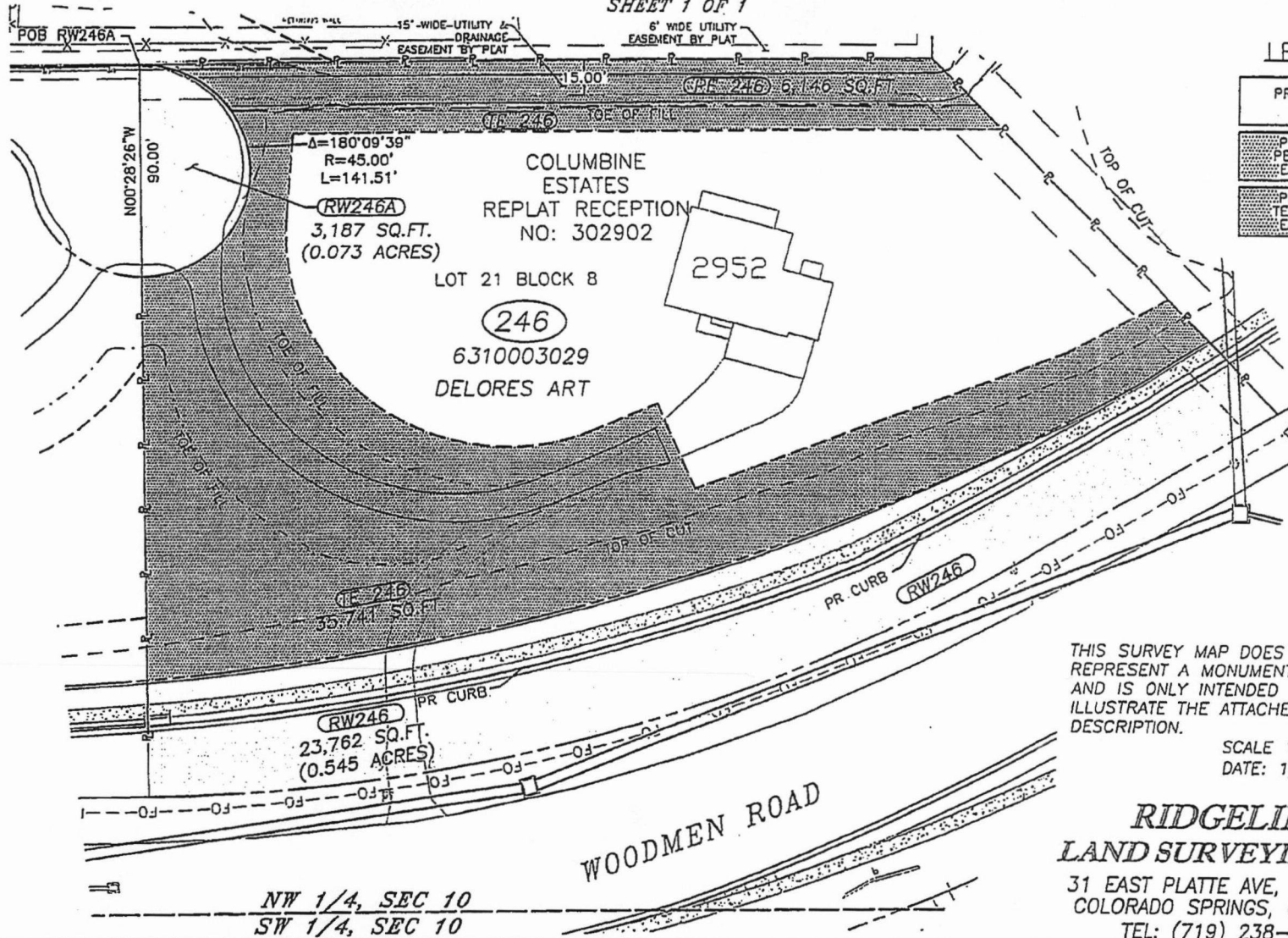




**LEGAL DESCRIPTION EXHIBIT "B-1"**

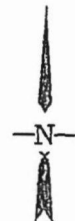
PARCEL NO. RW-246A OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO, PROJECT NO. STU M240-046  
 UNIT II, LOCATED IN THE NW 1/4 SECTION 10, TOWNSHIP 13 SOUTH, AND RANGE 66 WEST OF THE 6TH  
 PRINCIPAL MERIDIAN, CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO

SHEET 1 OF 1



**LEGEND**

- PROPOSED ROW
- PROPOSED PERMANENT EASEMENT
- PROPOSED 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: 1/22/14

**RIDGELINE  
 LAND SURVEYING LLC**

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

NW 1/4, SEC 10  
 SW 1/4, SEC 10

WOODMEN ROAD

$\Delta=180^{\circ}09'39''$   
 $R=45.00'$   
 $L=141.51'$   
**(RW246A)**  
 3,187 SQ.FT.  
 (0.073 ACRES)

COLUMBINE  
 ESTATES  
 REPLAT RECEPTION  
 NO: 302902

LOT 21 BLOCK 8  
**(246)**  
 6310003029  
 DELORES ART

2952

PR. CURB (RW246)  
 35,741 SQ.FT.  
 (0.817 ACRES)

PR. CURB (RW246)  
 23,762 SQ.FT.  
 (0.545 ACRES)

POB RW246A  
 100°28'26"W  
 90.00'

15'-WIDE-UTILITY & DRAINAGE EASEMENT BY PLAT  
 6' WIDE UTILITY EASEMENT BY PLAT  
 (RW246) 6,146 SQ.FT.

**EXHIBIT "C"**

Project No. STU M240-046 Unit II  
Project Code: 12717  
Date: April 18, 2013  
Easement Purpose: Ingress/Egress to pond for maintenance

DESCRIPTION

A tract or parcel No. PE-246 of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 21 Block 8, of the vacation and replat Columbine Estates recorded with reception No. 302902 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 northwest corner of said lot 21;

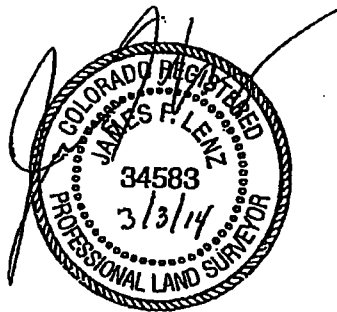
- 1) Thence N89°25'29"E on the north line of said lot 21, a distance of 324.14 feet to the northeast corner of said lot 21;
- 2) Thence S43°58'24"E on the easterly line of said lot 21, a distance of 27.53 feet;
- 3) Thence S89°25'29"W a distance of 305.65 feet to a non-tangent curve to the left;
- 4) Thence on the arc of said curve, having a radius of 45.00 feet, a delta angle of 56°13'49", an arc length of 44.16 feet, whose long chord bears N62°26'21"W a distance of 42.41 feet to the point of beginning.

The above tract of land contains 6,146 square feet or 0.141 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.

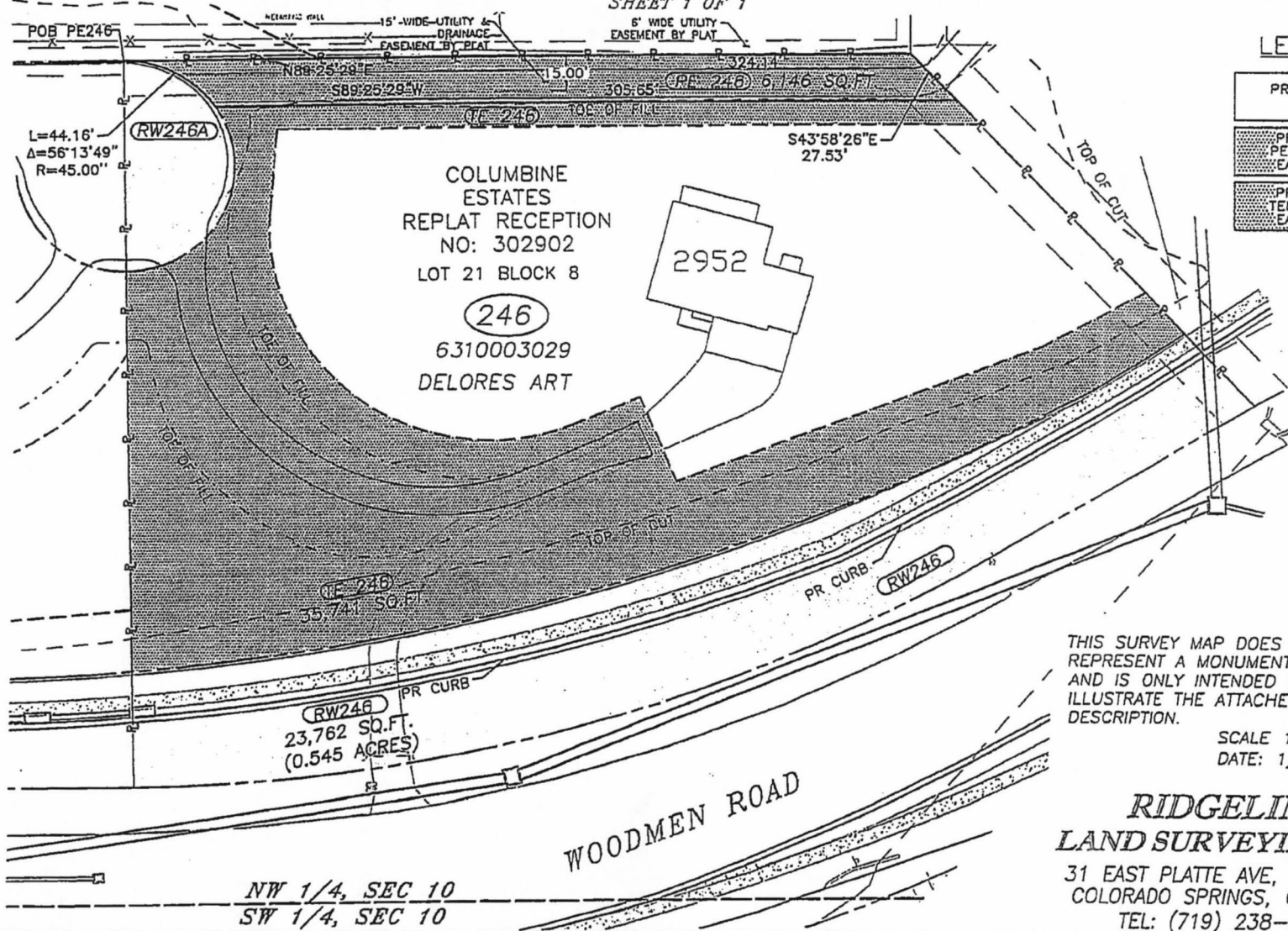
James F. Lenz PLS 34583  
For and on behalf of  
Ridgeline Land Surveying LLC.



**LEGAL DESCRIPTION EXHIBIT "C-1"**

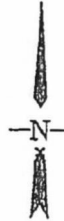
PARCEL NO. PE-246 OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO, PROJECT NO. STU M240-046  
 UNIT II, LOCATED IN THE NW 1/4 SECTION 10, TOWNSHIP 13 SOUTH, AND RANGE 66 WEST OF THE 6TH  
 PRINCIPAL MERIDIAN, CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO

SHEET 1 OF 1



**LEGEND**

- PROPOSED ROW
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMPORARY EASEMENT



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SCALE 1"=60'  
 DATE: 1/22/14

**RIDGELINE  
 LAND SURVEYING LLC**

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NW 1/4, SEC 10  
 SW 1/4, SEC 10

## EXHIBIT "D"

Project No. STU M240-046 Unit II

Project Code: 12717

Date: April 18, 2013

Easement Purpose: Woodmen road and access road construction and grading

### DESCRIPTION

A tract or parcel No. TE-246 of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 21 Block 8, of the vacation and replat Columbine Estates recorded with reception No. 302902 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:

Commencing at the southwest corner of said lot 21, thence N00°28'26"W on the west line of lot 21, a distance of 49.12 feet to the point of beginning;

- 1) Thence N00°28'26"W continuing on said west line, a distance of 170.88 feet to a non tangent curve left;
- 2) Thence on the arc of said curve, having a radius of 45.00 feet, a delta angle of 123°55'09", an arc length of 97.33 feet, whose long chord bears N27°38'39"E a distance of 79.44 feet;
- 3) Thence N89°25'29"E a distance of 305.65 feet to the easterly line of said lot 21;
- 4) Thence S43°58'26"E on the easterly line of said lot 21, a distance of 13.76 feet;
- 5) Thence S89°25'29"W a distance of 290.29 feet;
- 6) Thence S04°32'04"W a distance of 20.89 feet to a point of curve to the left;
- 7) Thence on the arc of said curve, having a radius of 90.00 feet, having a delta angle of 117°34'33", an arc length of 184.69 feet, whose long chord bears S54°15'12"E a distance of 153.95 feet;
- 8) Thence N66°57'31"E a distance of 29.20 feet;
- 9) Thence S23°02'29"E a distance of 39.04 feet;
- 10) Thence N69°07'14"E a distance of 163.14 feet;
- 11) Thence N61°05'13"E a distance of 48.66 feet to the easterly line of said lot 21;
- 12) Thence S43°58'26"E on said easterly line, a distance of 24.42 feet;
- 13) Thence S57°43'24"W a distance of 45.98 feet to a curve to the right;
- 14) Thence on the arc of said curve, having a radius of 1,000.00 feet, having a delta angle of 23°59'22", an arc length of 418.70 feet, whose long chord bears S73°06'32"W a distance of 415.65 feet to the point of beginning.

The above tract of land contains 35,741 square feet or 0.820 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.

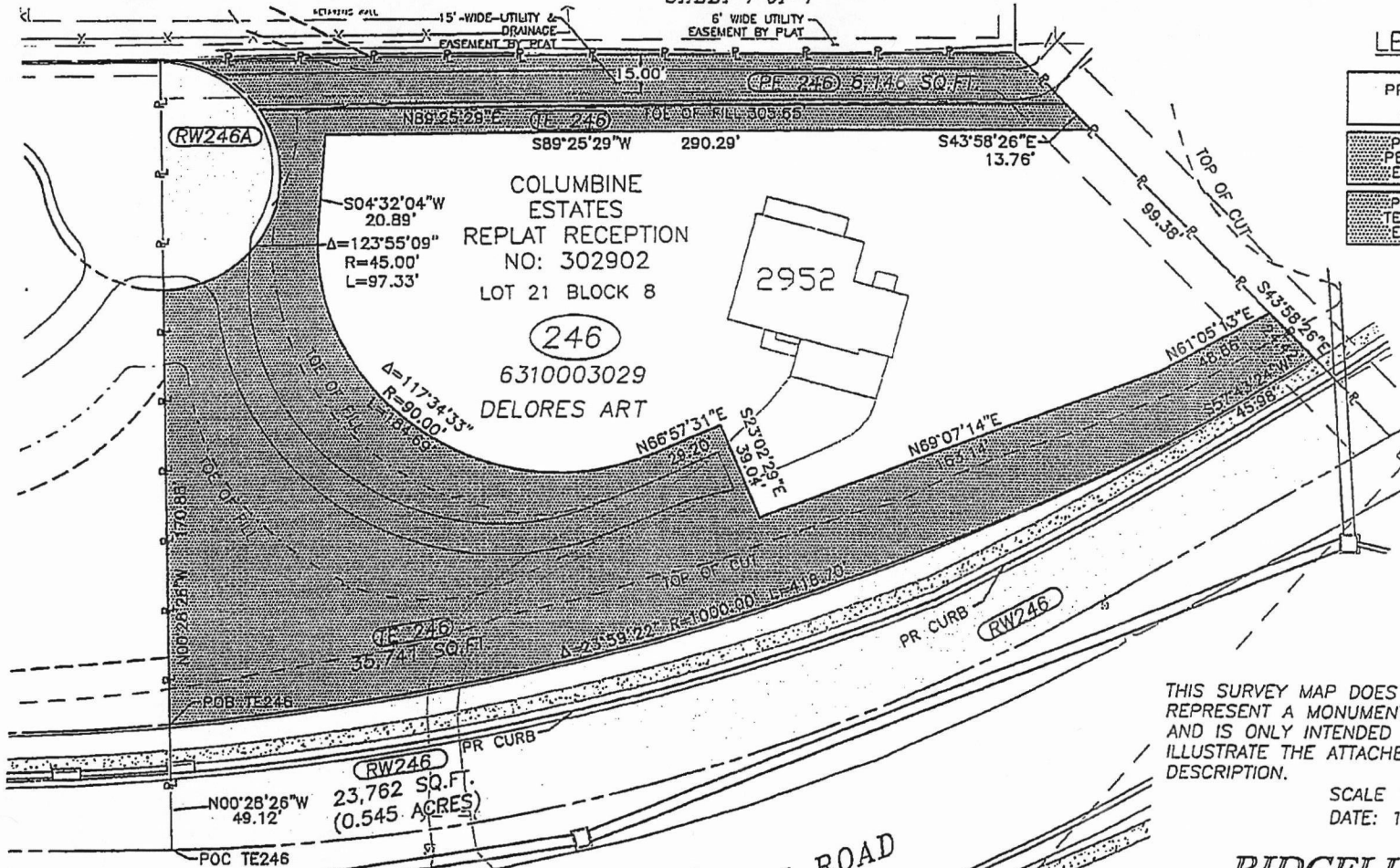
James F. Lenz PLS 34583  
For and on behalf of  
Ridgeline Land Surveying LLC.



**LEGAL DESCRIPTION EXHIBIT "D-1"**

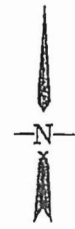
PARCEL NO. TE-246 OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO, PROJECT NO. STU M240-046  
 UNIT II, LOCATED IN THE NW 1/4 SECTION 10, TOWNSHIP 13 SOUTH, AND RANGE 66 WEST OF THE 6TH  
 PRINCIPAL MERIDIAN, CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO

SHEET 1 OF 1



**LEGEND**

- PROPOSED ROW
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMPORARY EASEMENT



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SCALE 1"=60'  
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