

CITY OF COLORADO SPRINGS DOCUMENT TRANSMITTAL	Project Code: 12717
	Parcel No: 214
	Project No: STU M240-046 Unit II
	Location: Woodmen Road, Stinson to Powers
	Date: March 6, 2015

To: Mike Gillen

From: Wendy Rodenberg, TRS Corp.

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

Miscellaneous/Remarks:
 Attached is the Acquisition Settlement Package (Administrative Settlement) for Parcel 214 (Brissette) for your review and approval.

Please contact me at 719.494.8067 or wendy.rodenberg@trscorp.us when Cashier's Check is ready for pick up.

Real Estate Specialist Wendy Rodenberg, TRS Corp. <i>Wendy Rodenberg</i>	Date: March 6, 2015
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**TRANSMITTAL
CASHIER'S CHECK REQUEST**

DATE: March 6, 2015
TO: Mike Gillen
FROM: Wendy Rodenberg, TRS Corp.
RE: Acquisition Settlement Package
Woodmen Road Corridor Improvements Project (Phase II)
Brissette (Parcel 214)
CC: Project File(s)

Attached you will find the following:

Original ROW Settlement Checklist

Original Real Estate Purchase Agreement

Date Page 1

City Attorney, Mr. Carlentine and Mr. Chaves to sign/date Page 9

City Attorney, Mr. Carlentine and Mr. Chaves to initial Pages 1-9

Original Recommendation for Settlement (approved by CDOT)

Mr. Carlentine and Mr. Chaves to sign/date Page 3

Original Warranty Deed

City Attorney and Mr. Chaves to sign/date

Original Grant of Permanent Public Improvement Easement

City Attorney and Mr. Chaves to initial Pages 1-2

City Attorney and Mr. Chaves to sign/date Page 2

Original Temporary Construction Easement

City Attorney and Mr. Chaves to sign/date Page 2

Copy of Executed FMV

Original Parcel Negotiation Record and Certificate

Copy of Offer Letter

Copy of Summary Statement of Just Compensation

Copy of Updated Title Commitment

W-9

**PLEASE ORDER A CASHIER'S CHECK IN THE AMOUNT OF \$70,000.00 MADE
PAYABLE TO LAND TITLE AS ESCROW AGENT FOR STEVEN J. BRISSETTE**

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

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

Project Code: 12717

Parcel No: RW214, PE214,
TE214-REV1

Project No: STU M240-046 Unit II

Location: Woodmen Road, Stinson to Powers

Name: Steven J. Brissette

1. Title information

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

2. Agreement

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

3. Negotiator's diary

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

4. Taxes

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

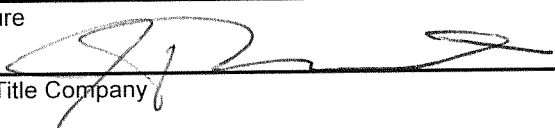
5. Miscellaneous

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

6. IRS requirements

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

Real Estate Specialist signature
Jeff Perret, TRS Corp.



Date

02/23/15

*TC - Responsibilities of the Title Company

REAL ESTATE PURCHASE AGREEMENT

Woodmen Road Phase II Improvements Project

This REAL ESTATE PURCHASE AGREEMENT ("Agreement"), dated this _____ day of _____, 2015, is by and between Steven J. Brissette ("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. RW214, in fee simple, attached hereto and made a part hereof; and,

See Exhibit B legally describing, and Exhibit B-1 depicting Parcel No. PE214, 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. TE214-REV1 a temporary construction easement, attached hereto and made a part hereof.

also known as part of 2442 E. Woodmen Road and by El Paso County Tax Schedule No. 63090-10-018 (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.

1.2 Deposit. No deposit is required.

Woodmen Phase II
RES #
Parcel(s) RW214, PE214 and TE214-REV1

Property Owner: JAB City Ints: @ M19C
Date: 2.16.15 Date: 3.13.15 > 1/8/16

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 Seventy Thousand and 00/100 Dollars (\$70,000.00) (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.

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 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 RW214, 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 PE214, 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 TE214-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 City may, at its sole discretion, terminate this Agreement and

Woodmen Phase II
 RES #
 Parcel(s) RW214, PE214 and TE214-REV1

Property Owner: ODIB City Ints: @ Mgc
 Date: 2.16.15 Date: 3.13.15 3-18-15

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.

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

<p>If to Seller: Steven J. Brissette 2442 E. Woodmen Road Colorado Springs, CO 80920 Phone: 719-213-5317 E-mail: stevenbrissette1@gmail.com</p>	<p>If to City: 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</p>
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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.

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

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

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

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

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

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

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

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

VII. SIGNATURE PAGES

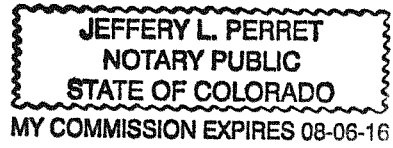
Seller: Steven J. Brissette

By: *Steven J. Brissette*
Steven J. Brissette

2-16-15
Date

State of Colorado)
County of El Paso) ss.

The foregoing instrument was acknowledged before me this 16th day of February, 2015, by Steven J. Brissette.



Witness my hand and official seal

My commission Expires: 08-06-16

Jeffery L. Perret
Notary Public

Woodmen Phase II
RES #
Parcel(s) RW214, PE214 and TE214-REV1

Property Owner: DB City Ints: R MCE
Date: 2-16-15 Date: 3-13-15 3-18-15

EXHIBIT "A"

Project No. STU M240-046 Unit II

Project Code: 12717

Date: August 01, 2014

DESCRIPTION

A tract or parcel No. RW214 of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 18, Block 3, of Columbine Estates recorded with reception No. 199789 in the records of El Paso County, Colorado, located in the NE 1/4 Section 9, 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;

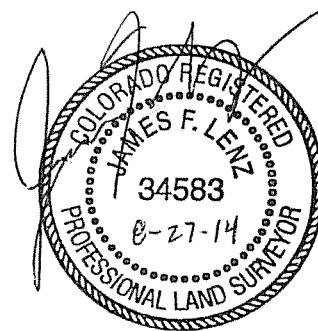
- 1) Thence N00°27'03"W on the west line of lot 18, a distance of 63.16 feet to a non tangent curve left;
- 2) Thence on the arc of said curve, having a radius of 985.00 feet, a delta angle of 00°34'03", an arc length of 9.76 feet, whose long chord bears N85°17'48"E a distance of 9.76 feet;
- 3) Thence N85°00'47"E a distance of 331.31 feet to the east line of lot 18;
- 4) Thence S00°27'03"E on said east line, a distance of 74.52 feet to a point of curve to the right;
- 5) Thence on the arc of said curve, having a radius of 15.00 feet, a delta angle of 89°54'00", an arc length of 23.54 feet, whose long chord bears S44°29'57"W a distance of 21.19 feet;
- 6) Thence S89°26'57"W on the south line of lot 18, a distance of 325.03 feet to the point of beginning.

The above tract of land contains 25,894 square feet or 0.594 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.

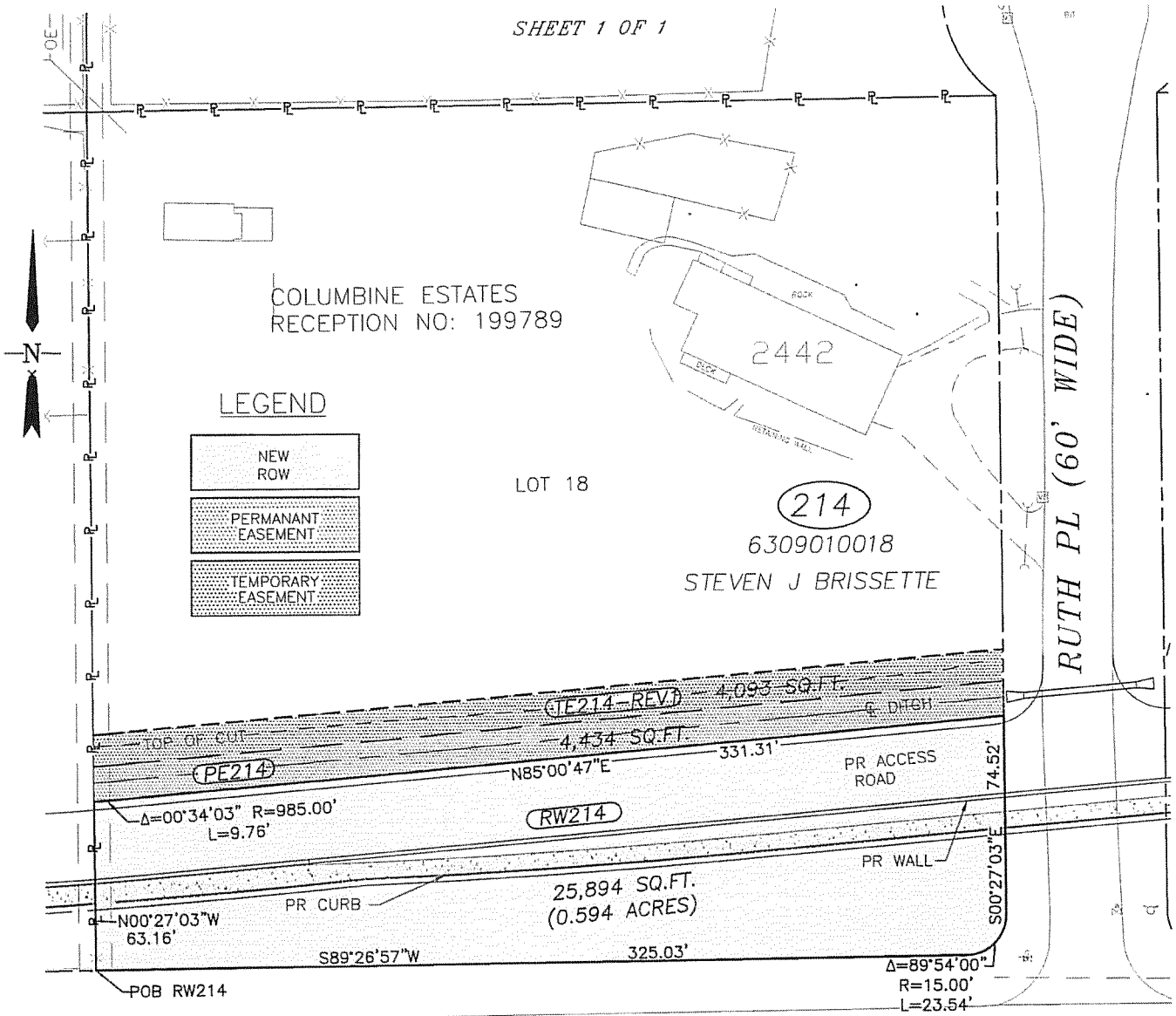
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "A-1"

PARCEL NO. RW214 OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO, PROJECT NO. STU M240-046 UNIT II, LOCATED IN THE NE 1/4 SECTION 9, TOWNSHIP 13 SOUTH, AND RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO

SHEET 1 OF 1



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

SCALE 1"=60'
DATE: 8/01/14

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

EXHIBIT "B"

Project No. STU M240-046 Unit II

Project Code: 12717

Date: August 01, 2014

Easement Purpose: Drainage Ditch Construction and Maintenance

DESCRIPTION

A tract or parcel No. PE214 of the Department of Transportation, State of Colorado, Project No. STU M240-046 Unit II, located in a portion of Lot 18, Block 3 of Columbine Estates recorded with reception No. 199789 in the records of El Paso County, Colorado, located in the NE 1/4 of Section 9, 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 18, Block 3, thence N00°27'03"W on the west line of said lot 18, a distance of 63.16 feet to the point of beginning;

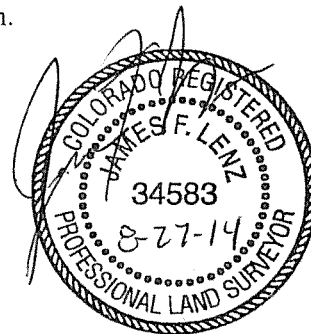
1. Thence N00°27'03"W continuing on said west line, a distance of 13.03 feet to a non tangent curve to the left;
2. Thence on the arc of said curve, having a radius of 972.00 feet, having a delta angle of 00°30'52", an arc length of 8.73 feet, whose long chord bears N85°16'13"E a distance of 8.73 feet;
3. Thence N85°00'47"E a distance of 332.34 feet to the east line of said lot 18;
4. Thence S00°27'03"E on said east line, a distance of 13.04 feet ;
5. Thence S85°00'47"W a distance of 331.31 feet to a point of curve to the right;
6. Thence on the arc of said curve, having a radius of 985.00 feet, having a delta angle of 00°34'03", an arc length of 9.76 feet, whose long chord bears S85°17'48"W a distance of 9.76 feet to the point of beginning.

The above tract of land contains 4,434 square feet or 0.102 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.

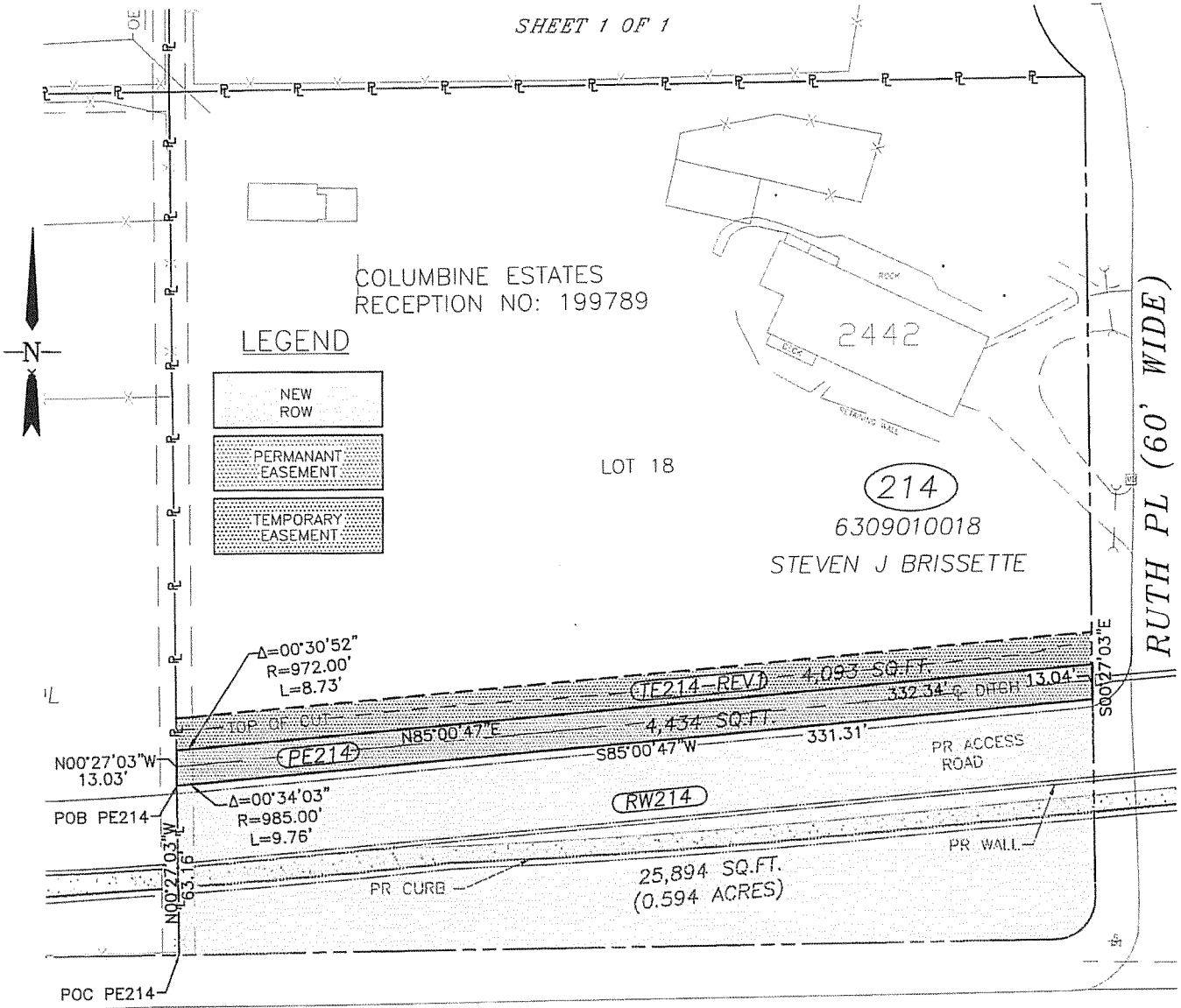
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "B-1"

PARCEL NO. PE214 OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO, PROJECT NO. STU M240-046 UNIT II, LOCATED IN THE NE 1/4 SECTION 9, TOWNSHIP 13 SOUTH, AND RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO

SHEET 1 OF 1



NE 1/4, SEC 9 WOODMEN ROAD

SE 1/4, SEC 9

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

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

SCALE 1"=60'
 DATE: 8/01/14

EXHIBIT "C"

Project No. STU M240-046 Unit II

Project Code: 12717

Date: August 01, 2014

Easement Purpose: Access Road Construction and Grading

DESCRIPTION

A tract or parcel No. TE214-REV1 of the Department of Transportation, State of Colorado, Project No. STU M240-046 Unit II, located in a portion of Lot 18, Block 3 of Columbine Estates recorded with reception No. 199789 in the records of El Paso County, Colorado, located in the NE 1/4 of Section 9, 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 18, Block 3, thence N00°27'03"W on the west line of said lot 18, a distance of 76.19 feet to the point of beginning;

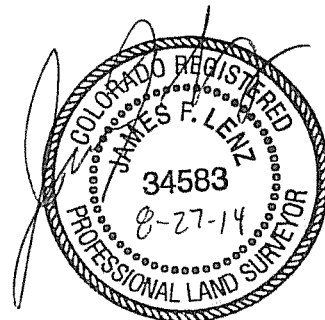
1. Thence N00°27'03"W continuing on said west line, a distance of 12.03 feet to a non tangent curve to the left;
2. Thence on the arc of said curve, having a radius of 960.00 feet, having a delta angle of 00°27'50", an arc length of 7.77 feet, whose long chord bears N85°14'42"E a distance of 7.77 feet;
3. Thence N85°00'47"E a distance of 333.29 feet to the east line of said lot 18;
4. Thence S00°27'03"E on said east line, a distance of 12.04 feet;
5. Thence S85°00'47"W a distance of 332.34 feet to a point of curve to the right;
6. Thence on the arc of said curve, having a radius of 972.00 feet, having a delta angle of 00°30'52", an arc length of 8.73 feet, whose long chord bears S85°16'13"W a distance of 8.73 feet to the point of beginning.

The above tract of land contains 4,093 square feet or 0.094 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.

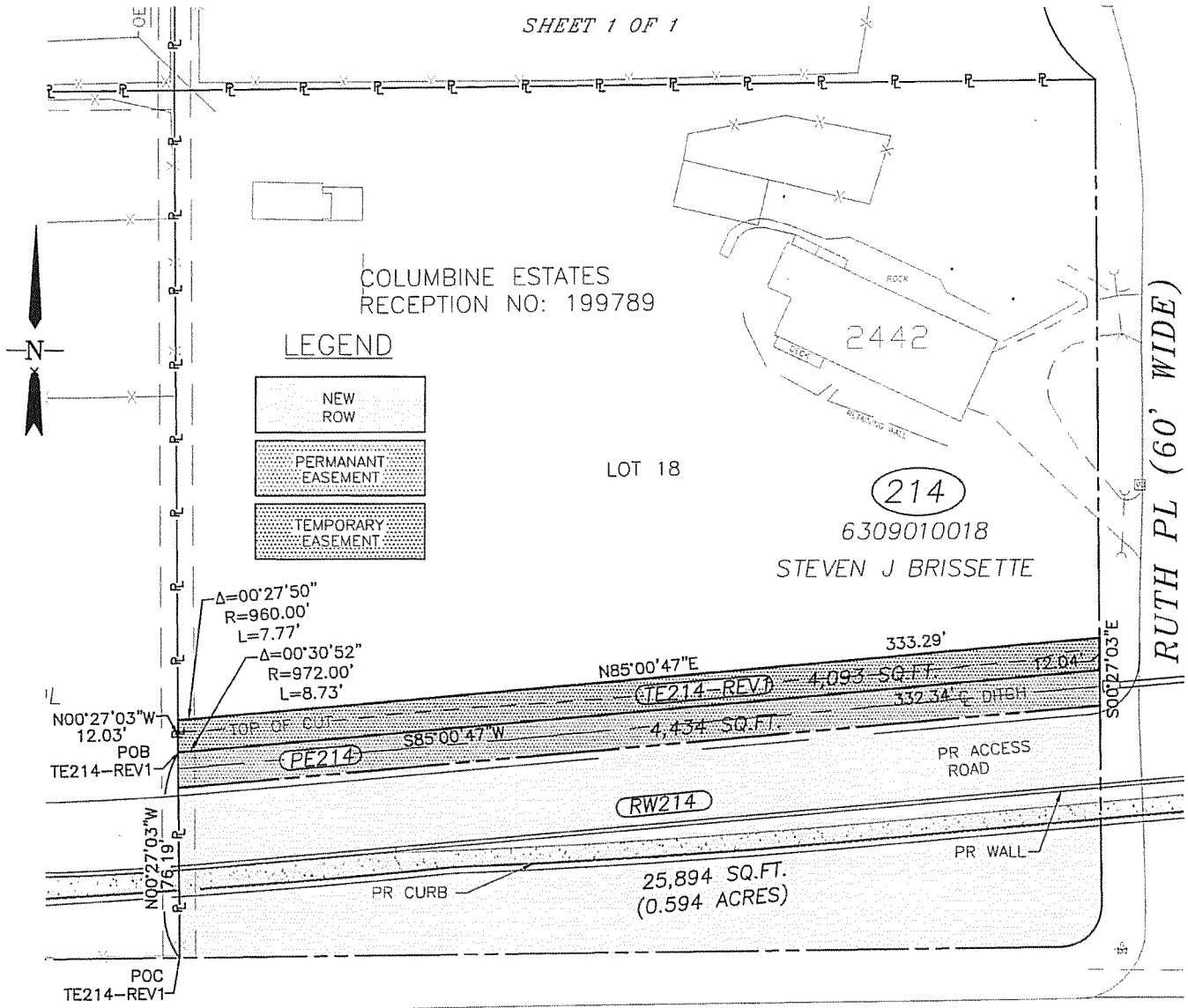
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "C-1"

PARCEL NO. TE214-REV1 OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO, PROJECT NO. STU M240-046 UNIT II, LOCATED IN THE NE 1/4 SECTION 9, TOWNSHIP 13 SOUTH, AND RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO

SHEET 1 OF 1



NE 1/4, SEC 9 WOODMEN ROAD

SE 1/4, SEC 9

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

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

SCALE 1"=60'
DATE: 8/01/14

GRANT OF PERMANENT PUBLIC IMPROVEMENT EASEMENT

Steven J. Brissette, whose legal address is 2442 E. Woodmen Road, Colorado Springs, CO 80920, ("Grantor") being the owner(s) of the hereinafter described real property located in the County of El Paso and State of Colorado, for and in consideration of Five Thousand Six Hundred Fifty-Three and 00/100 Dollars (\$5,653.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, does hereby grant and convey unto **The City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation**, ("City") and City's successors, assigns and representatives, a **permanent public improvement easement** ("Easement") for all public improvement purposes, including but not limited to the installation, construction, reconstruction, operation, repair, replacement, alteration and maintenance of such improvements, in such number and size, and with such accessory parts and structures, and with all surface and subsurface appurtenances incidental thereto as City may from time to time deem necessary, over and across Grantor's real property known as 2442 E. Woodmen Road, Colorado Springs, Colorado, and known as El Paso County Tax Schedule Number 63090-10-018 (Grantor's Property).

The exact location of the Easement PE214 (the "Easement Area") is more particularly described on Exhibit A and depicted on Exhibit B, attached hereto and by this reference incorporated herein and made a part hereof.

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

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

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

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

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

RES File # _____

Grantor Int: SB City Ints: @ Mac
Date: 3-16-15 Date: 3-13-15 3-18-15

IN WITNESS WHEREOF, Grantor and City and have executed this Grant of Permanent Public Improvement Easement this 16 day of Feb, 2015.

By: [Signature]
Steven J. Brisette

State of Colorado)
County of El Paso) ss.

The foregoing instrument was acknowledged before me this 16 day of February, 2015 by Steven J. Brisette.

Witness my hand and official seal.

My Commission expires: 08-06-16

JEFFERY L. PERRET
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 08-06-16

[Signature]
Notary Public

City of Colorado Springs:

By: _____
Real Estate Services Manager

Date

By: Michael A Chaves
Michael A. Chaves, Senior Civil Engineer

3-19-15
Date

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

19 Mar 2015
Date

RES File # _____

Grantor Int: [Signature] City Ints: @ MCA
Date: 2-16-15 Date: 3-13-15 3-14-15

EXHIBIT "A"

Project No. STU M240-046 Unit II

Project Code: 12717

Date: August 01, 2014

Easement Purpose: Drainage Ditch Construction and Maintenance

DESCRIPTION

A tract or parcel No. PE214 of the Department of Transportation, State of Colorado, Project No. STU M240-046 Unit II, located in a portion of Lot 18, Block 3 of Columbine Estates recorded with reception No. 199789 in the records of El Paso County, Colorado, located in the NE 1/4 of Section 9, 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 18, Block 3, thence N00°27'03"W on the west line of said lot 18, a distance of 63.16 feet to the point of beginning;

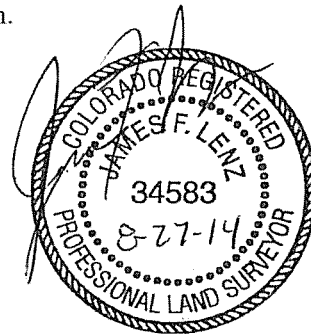
1. Thence N00°27'03"W continuing on said west line, a distance of 13.03 feet to a non tangent curve to the left;
2. Thence on the arc of said curve, having a radius of 972.00 feet, having a delta angle of 00°30'52", an arc length of 8.73 feet, whose long chord bears N85°16'13"E a distance of 8.73 feet;
3. Thence N85°00'47"E a distance of 332.34 feet to the east line of said lot 18;
4. Thence S00°27'03"E on said east line, a distance of 13.04 feet ;
5. Thence S85°00'47"W a distance of 331.31 feet to a point of curve to the right;
6. Thence on the arc of said curve, having a radius of 985.00 feet, having a delta angle of 00°34'03", an arc length of 9.76 feet, whose long chord bears S85°17'48"W a distance of 9.76 feet to the point of beginning.

The above tract of land contains 4,434 square feet or 0.102 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.

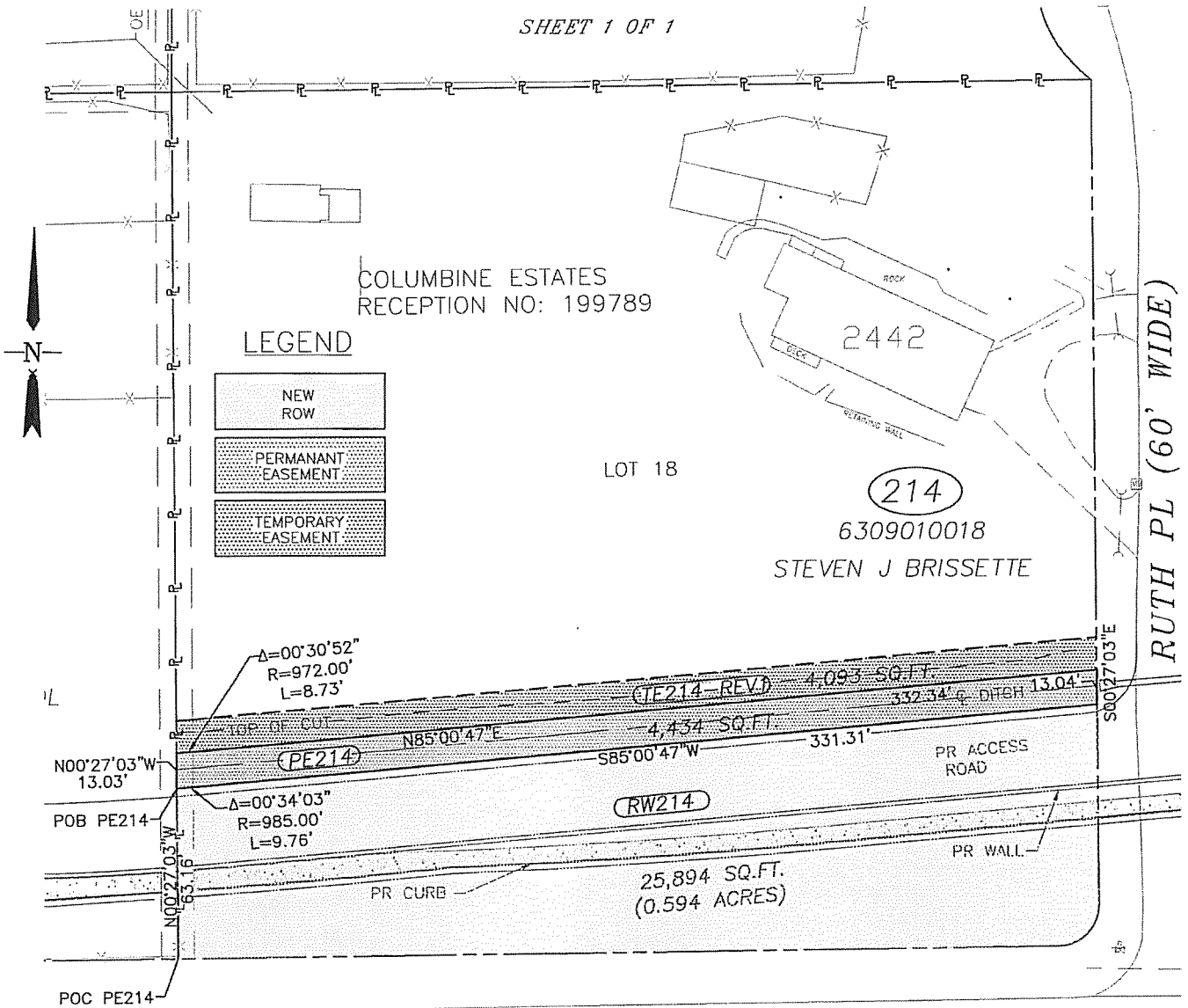
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "B"

PARCEL NO. PE214 OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO, PROJECT NO. STU M240-046 UNIT II, LOCATED IN THE NE 1/4 SECTION 9, TOWNSHIP 13 SOUTH, AND RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO

SHEET 1 OF 1



NE 1/4, SEC 9 WOODMEN ROAD

SE 1/4, SEC 9

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

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

SCALE 1"=60'
DATE: 8/01/14

**COLORADO DEPARTMENT OF TRANSPORTATION
RECOMMENDATION FOR SETTLEMENT
LOCAL AGENCY-CITY OF COLORADO SPRINGS**

REGION:	<u>2</u>	PARCEL NO:	<u>RW214, PE214, TE214-REV1</u>
PROJECT NO:	<u>STU M240-146 Unit II</u>	OWNER NAME:	<u>Steven J. Brissette</u>
PROJECT CODE:	<u>12717</u>	COUNTY:	<u>El Paso</u>
LOCATION:	<u>Woodmen Road - Colorado Springs</u>	TRIAL DATE:	<u>N/A</u>
DOT ATTY:	<u>N/A</u>	AG NO:	<u>N/A</u>

- | | |
|--|---|
| <input checked="" type="checkbox"/> ADMINISTRATIVE SETTLEMENT – REGION | <input type="checkbox"/> LEGAL SETTLEMENT |
| <input type="checkbox"/> ADMINISTRATIVE SETTLEMENT – CENTRAL OFFICE | <input type="checkbox"/> OTHER SETTLEMENT |

PROPOSED SETTLEMENT AMOUNT

The amount of the proposed Settlement is:	\$ <u>\$70,000.00</u>
The established fair market value is:	\$ <u>\$66,900.00</u>
The amount of variance is:	\$ <u>\$3,100.00</u>

SUPPORT DATA

Owner Appraisal	\$ <u>70,000.00</u>	Appraiser	<u>Richard Muegge, MAI</u>
Second Owner Appraisal (if Applicable)	\$ <u>N/A</u>	Appraiser	<u>N/A</u>
City Appraisal	\$ <u>66,900.00</u>	Appraiser	<u>Kyle L. Wigington</u>
Second CITY Appraisal	\$ <u>N/A</u>	Appraiser	<u>N/A</u>

Distribution: City of Colorado Springs – Real Estate Services- ORIGINAL
City of Colorado Springs – Roadway Engineering
CDOT Region 2 Right of Way

The Woodmen Road Corridor Improvements, Phase II ("Project"), requires the City of Colorado Springs ("City") to acquire interests in real property from Steven J. Brissette ("Owner"). The Owner's property is located at the northwest corner of Woodmen Road and Ruth Place in Colorado Springs. The Owner's property is legally described as Lot 18 in Block 3, Columbine Estates, County of El Paso, State of Colorado, and is further identified by El Paso County Assessor Parcel No. 6309010018. The Owner's property is zoned "R/cr" (single family residential estate/condition of record), containing a gross land area of 2.51 acres, more or less. The Owner's property is improved with a 2,796 square foot bi-level, frame construction single family residence.

The parcels to be acquired by the City are: (RW214) a partial acquisition in fee simple; (PE214) a permanent easement for the purpose of drainage ditch construction and maintenance; and a temporary easement (TE214-REV1) for the purpose of access road construction and grading. The above referenced parcels are hereafter referred to as the Project Parcels.

Kyle L. Wigington, J.D., a certified general appraiser with Land Services, Inc., prepared an appraisal on behalf of the City to determine the value of the Project Parcels. The date of value of said appraisal was October 23, 2014 and the date of the report was October 28, 2014. Mr. Wigington valued the highest and best use for the property as residential property. Mr. Wigington's appraisal concluded a total value of the property and improvements to be acquired of \$66,900.00. The breakdown of the approved fair market value is as follows:

Parcel RW214 (fee simple)	25,894 sf @ \$1.70/sf	= \$44,020.00
PE214 (permanent easement)	4,434 sf @ \$1.70/sf x 75%	= \$ 5,653.00
Improvements landscape		= \$16,500.00
TE214-REV1 (temporary easement)	4,093 sf @ \$1.70/sf x 10%/annum	= \$ 696.00
Damages		= \$ <u>0.00</u>
TOTAL		= \$66,900.00 (R)

The City's appraisal was reviewed by CDOT, and the City's approved Fair Market Value was \$66,900.00, based upon said appraisal. The offer to acquire in the amount of \$66,900.00, dated February 22, 2015, was presented by an agent with TRS.

The Owner obtained an independent appraisal from Richard Muegge MAI, whose appraised value of Project Parcels, improvements, and compensable damages was \$70,000.00. Each appraiser utilized sales of other properties that sold within similar markets. The Owner's appraisal identifies incurable damages related to proximity of the proposed Woodmen Road to the existing residential structure. The City's appraisal has a higher value for the improvements. The primary difference in value is incurable damages of \$11,682.

Upon negotiations with the Owner, the Owner countered the City's offer requesting a settlement amount of \$70,000. The counter offer is approximately 5% above the approved offer amount. The Owner's proposed settlement includes all payments for takings, easements, affected improvements, and damages. The unit value of the land and the improvement value between the appraisals are comparable, (and slightly higher in the City's appraisal). The Owner believes there will be a deduction in value to the residence, above the value of the part taken, for the reduction in setback to the public right of way.

The application of proximity damages is subjective, but the Owner's appraiser has attempted to quantify with paired sales and local expert opinions. A commission or jury may give proximity damages credence as presented. The settlement represents the owner's appraisal value. An agreement of **\$70,000.00** as proposed by the Owner appears to be a fair settlement to both parties.

The settlement as proposed will resolve this matter amenable and within a relatively tight range of value between the appraisals. Furthermore, settlement will avert the costs to the City to update its appraisal and the Owner's appraisal, the costs for expert witnesses and consultants, and the time and legal costs associated with a condemnation. Accordingly, I recommend this settlement as reasonable, prudent, and in the public interest.

Accordingly, I recommend its approval by the City of Colorado Springs and the Colorado Department of Transportation.

- The variance from the FAIR MARKET VALUE appears substantial and the proposed settlement cannot be justified in accordance with Federal Aid Regulations. If settlement is made as proposed, \$ _____ of the amount of VARIANCE should be taken as non-participating.

REGION 2 APPROVAL

APPROVED FOR SETTLEMENT: Waine Truitt 3/3/15
 CDOT Region 2, ROW Manager Date

CITY OF COLORADO SPRINGS APPROVAL

Recommend Settlement: [Signature] 2/27/15
 Right of Way Specialist
TRS Corp Date
On behalf of the City of CO Springs

Approved for Settlement: [Signature] 3.13.15
Real Estate Svcs. Mgr, City of CO Springs Date
[Signature] 3-18-15
Senior Civil Engineer, City of CO Springs Date

INSTRUCTIONS FOR COMPLETION OF THE RECOMMENDATION FOR SETTLEMENT (FORM 227)

This form is used to provide a self-explanatory narrative of all considerations that support a settlement. The relevant parcel details, factors considered in the settlement, and reasoning used in arriving at the settlement amount must be clearly explained.

The extent of the written recommendation must be consistent with the situation, circumstances and the consideration involved. The component parts of the settlement, land, improvements, real estate damages, fees and costs, etc., must be itemized to the greatest extent possible.

Recommendations for settlement of federal aid parcels must emphasize federal participating items. The participating items to be emphasized are the factors related to the acquisition value, real estate damages, sympathy for the owner, recent adverse awards in comparable cases and other related factors. Any portion of the increase attributable to nonparticipating items must be identified or estimated and handled as nonparticipating.

PROJECT/PARCEL IDENTIFICATION: The following information can be obtained from the legal documents, appraisal, Right of Way map, and the parcel file:

Managing Region	Parcel No.
Project No.	Owners Name
Project Code	Attorney Generals No.
DOT Attorney	County
Trial Date	Defense Attorney

TYPE OF SETTLEMENT: Identify the settlement type; Administrative Settlement, Legal Settlement, or other settlement.

RECOMMENDED SETTLEMENT: Each component part of the settlement must be itemized to the greatest extent possible. For all-inclusive settlement, if the actual amount attributed to each component cannot be documented, the negotiator must estimate a reasonable amount for each appropriate component based on all available information for the parcel and known amounts for similar parcels previously settled.

SUPPORT DATA: Any appraisal documentation or claims that have been provided by the Department or the owner must be identified in this section.

SETTLEMENT JUSTIFICATION: Provide a detailed explanation of why the settlement is recommended. The settlement justification must address specific details of the parcel and the basis of the counteroffer, including the criteria set forth in Chapter 10 of the Right of Way Manual, which support the settlement as being reasonable, prudent, and in the best public interest:

- Information contained in all available appraisal reports, including those of the owner;
- Substantial differences of opinion regarding valuation issues;
- Complexity of severance or other issues leading to uncertainty in value;
- Handling of legal issues in approved appraisals;
- Consideration of time to anticipated title transfer date;
- Credibility of expert witnesses;
- Likelihood of jury sympathy for the owner;
- Possibility of obtaining an unbiased jury;
- Recent court awards for eminent domain takings;
- Potential cost of litigation; and
- Other relevant information.

If the settlement includes a non-monetary benefit, an explanation and quantification of the benefit must be included. Fees and costs must be supported and be based on the requirements of Chapter 10 of the Right of Way Manual.

RECOMMENDATION AND APPROVAL: This section requires the signatures of the specialist or trial attorney recommending the settlement, concurrence and approval by the Region Right of Way Manager, as applicable, for settlements at the Region level. Settlements outside Region authority require recommendation of the Right of Way Manager in the Central Office and the Chief Engineer's approval. Approval authority must be granted in accordance with Chapter of the Right of Way Manual.

TEMPORARY CONSTRUCTION EASEMENT

Steven J. Brissette ("Grantor"), whose legal address is 2442 E. Woodmen Road, Colorado Springs, Colorado 80920, being the owner(s) of the hereinafter described real property located in the County of El Paso and State of Colorado, for and in consideration of Six Hundred Ninety-Six and 00/100 Dollars (\$696.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, does hereby grant and convey unto **The City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation**, ("City") and City's successors, assigns and representatives, an easement ("Easement") for construction and related purposes over and across Grantor's real property in El Paso County Colorado known as 2442 E. Woodmen Road, Colorado Springs, Colorado, 80920, also known as El Paso County Tax Schedule Number 63090-10-018 ("Grantor's Property").

The exact location of the Easement TE214-REV1 (the "Easement Area") is more particularly described in Exhibit A and depicted on Exhibit B, attached hereto and by this reference incorporated herein and made a part hereof.

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

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

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

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

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

Signed, sealed and delivered this 16 day of Feb, 2015.

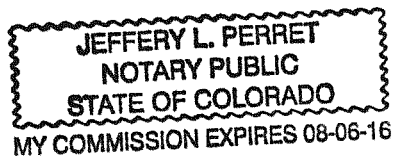
Grantor: Steven J. Brissette

By: *Steven J. Brissette*
Steven J. Brissette

State of Colorado)
County of El Paso) ss.

The foregoing instrument was acknowledged before me this 16th day of February 2015 by Steven J. Brissette.

Witness my hand and official seal



My Commission Expires: 08-06-16

Jeffery L. Perret
Notary Public

WARRANTY DEED

Steven J. Brissette, whose street address is 2442 E. Woodmen Road, City of Colorado Springs, County of El Paso and State of Colorado, for the consideration of Forty-Four Thousand Twenty and 00/100 Dollars (\$44,020.00), in hand paid, hereby sells and conveys to the **City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation** whose street address is 30 South Nevada Avenue, Suite 502, Colorado Springs, Colorado, County of El Paso, State of Colorado, the following real property in the County of El Paso and State of Colorado, to wit:

See RW214 Exhibits A and B attached hereto and made a part hereof

also known by street and number as: a portion of 2442 E. Woodmen Road,
Colorado Springs, CO

assessor's schedule or parcel number: a portion of TSN: 63090-10-018

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

Signed this 16 day of Feb, 2015.

By: *Steven J. Brissette*
Steven J. Brissette

State of Colorado)
County of El Paso) ss.

The foregoing instrument was acknowledged before me this 16th day of February, 2015 by Steven J. Brissette.

JEFFERY L. PERRET
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 08-06-16

Witness my hand and official seal.
My Commission expires: 08-06-16

Jeffery L. Perret
Notary Public

Accepted by the City of Colorado Springs

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

By: *Michael A. Chaves* this 18 day of March, 2015
Michael A. Chaves, Senior Civil Engineer

Approved as to Form:
By: *[Signature]*
City Attorney's Office

Date: 19 Mar 2015

EXHIBIT "A"

Project No. STU M240-046 Unit II

Project Code: 12717

Date: August 01, 2014

DESCRIPTION

A tract or parcel No. RW214 of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 18, Block 3, of Columbine Estates recorded with reception No. 199789 in the records of El Paso County, Colorado, located in the NE 1/4 Section 9, 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;

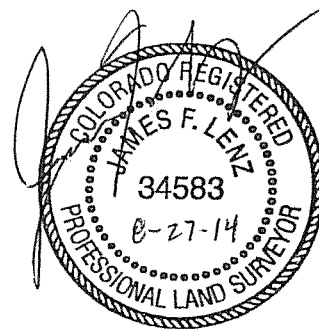
- 1) Thence N00°27'03"W on the west line of lot 18, a distance of 63.16 feet to a non tangent curve left;
- 2) Thence on the arc of said curve, having a radius of 985.00 feet, a delta angle of 00°34'03", an arc length of 9.76 feet, whose long chord bears N85°17'48"E a distance of 9.76 feet;
- 3) Thence N85°00'47"E a distance of 331.31 feet to the east line of lot 18;
- 4) Thence S00°27'03"E on said east line, a distance of 74.52 feet to a point of curve to the right;
- 5) Thence on the arc of said curve, having a radius of 15.00 feet, a delta angle of 89°54'00", an arc length of 23.54 feet, whose long chord bears S44°29'57"W a distance of 21.19 feet;
- 6) Thence S89°26'57"W on the south line of lot 18, a distance of 325.03 feet to the point of beginning.

The above tract of land contains 25,894 square feet or 0.594 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.

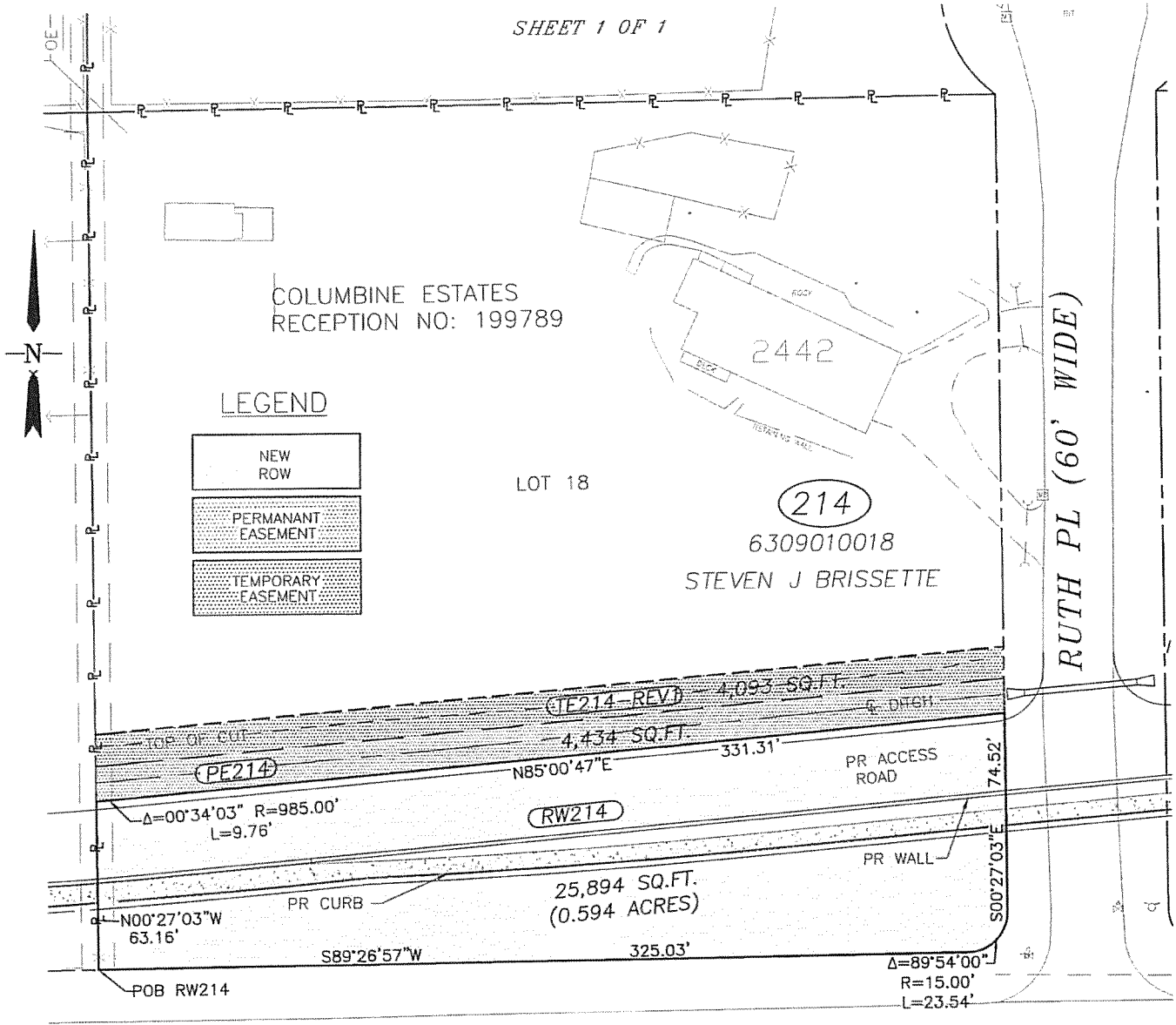
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "B"

PARCEL NO. RW214 OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO, PROJECT NO. STU M240-046 UNIT II, LOCATED IN THE NE 1/4 SECTION 9, TOWNSHIP 13 SOUTH, AND RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO

SHEET 1 OF 1



COLUMBINE ESTATES
RECEPTION NO: 199789

LEGEND

- NEW ROW
- PERMANENT EASEMENT
- TEMPORARY EASEMENT

LOT 18

214

6309010018

STEVEN J BRISSETTE

RUTH PL (60' WIDE)

RW214

25,894 SQ.FT.
(0.594 ACRES)

4,434 SQ.FT.
(PE214-REV)

NE 1/4, SEC 9 WOODMEN ROAD

SE 1/4, SEC 9

RIDGELINE

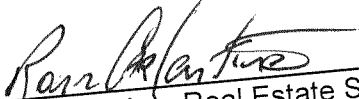
LAND SURVEYING LLC

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

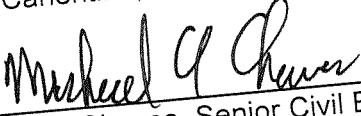
THIS SURVEY MAP DOES NOT REPRESENT A MONUMENTED SURVEY AND IS ONLY INTENDED TO ILLUSTRATE THE ATTACHED LEGAL DESCRIPTION.

SCALE 1"=60'
DATE: 8/01/14

City of Colorado Springs:


By: 
Ronni Carlentini, Real Estate Services Manager

3-13-15
Date

By: 
Michael A. Chaves, Senior Civil Engineer

3-18-15
Date

Approved as to form:


City Attorney Office

19 Mar 2015
Date

EXHIBIT "A"

Project No. STU M240-046 Unit II

Project Code: 12717

Date: August 01, 2014

Easement Purpose: Access Road Construction and Grading

DESCRIPTION

A tract or parcel No. TE214-REV1 of the Department of Transportation, State of Colorado, Project No. STU M240-046 Unit II, located in a portion of Lot 18, Block 3 of Columbine Estates recorded with reception No. 199789 in the records of El Paso County, Colorado, located in the NE 1/4 of Section 9, 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 18, Block 3, thence N00°27'03"W on the west line of said lot 18, a distance of 76.19 feet to the point of beginning;

1. Thence N00°27'03"W continuing on said west line, a distance of 12.03 feet to a non tangent curve to the left;
2. Thence on the arc of said curve, having a radius of 960.00 feet, having a delta angle of 00°27'50", an arc length of 7.77 feet, whose long chord bears N85°14'42"E a distance of 7.77 feet;
3. Thence N85°00'47"E a distance of 333.29 feet to the east line of said lot 18;
4. Thence S00°27'03"E on said east line, a distance of 12.04 feet;
5. Thence S85°00'47"W a distance of 332.34 feet to a point of curve to the right;
6. Thence on the arc of said curve, having a radius of 972.00 feet, having a delta angle of 00°30'52", an arc length of 8.73 feet, whose long chord bears S85°16'13"W a distance of 8.73 feet to the point of beginning.

The above tract of land contains 4,093 square feet or 0.094 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.

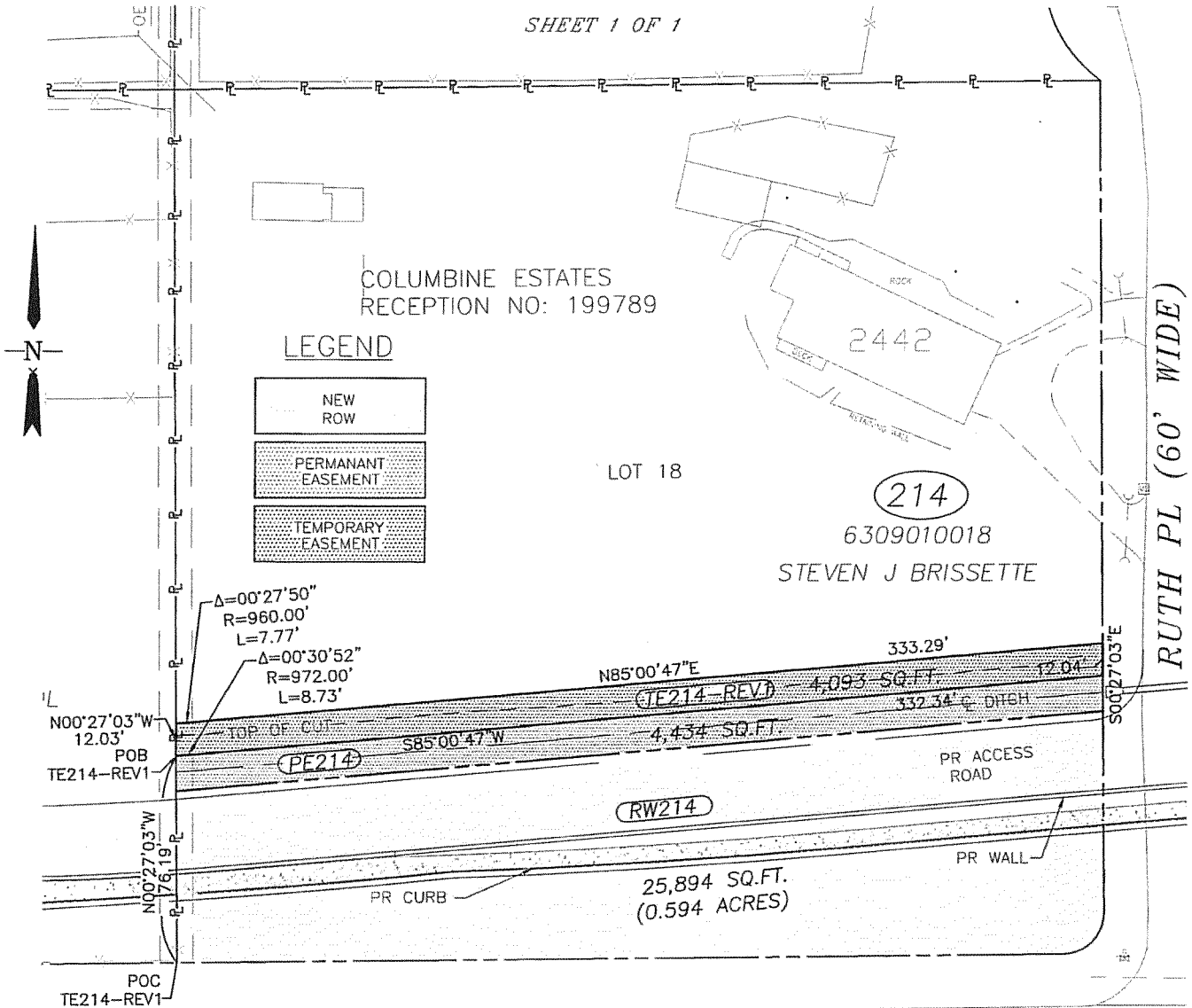
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "B"

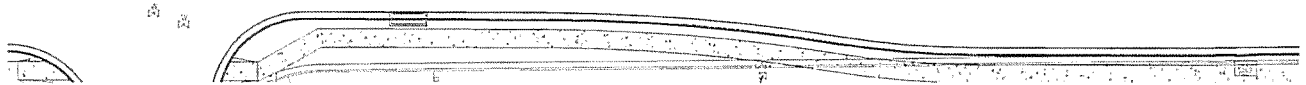
PARCEL NO. TE214-REV1 OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO, PROJECT NO. STU M240-046 UNIT II, LOCATED IN THE NE 1/4 SECTION 9, TOWNSHIP 13 SOUTH, AND RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO

SHEET 1 OF 1



NE 1/4, SEC 9 WOODMEN ROAD

SE 1/4, SEC 9



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

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

SCALE 1"=60'
 DATE: 8/01/14

COLORADO DEPARTMENT OF TRANSPORTATION
FAIR MARKET VALUE **LPA** **City of Colorado Springs FMV** **2-7059**

Project #: STU M240-046 Unit II	Project Code: 12717	LPA - Yes/No: Yes	P or N: P	Region 2
Parcel(s) #: RW-214, PE-214, TE-214-REV1		Property Owner: Steven J. Brissette		

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

Parcel	Land Class	Area/Unit	Unit Value	Appraisal Support	Value
RW-214	Improved Residential	25,894 SF	\$1.70 PSF	Sales Comparison	\$ 44,020

COPY

B. EASEMENT VALUE OF PART(S) TAKEN

PE, SE, etc.	Purpose	Area/Unit	Unit Value	% of Unit Value	Value
PE-214	Roadway/Drainage	4,434 SF	\$1.70 PSF	75%	\$ 5,653

TOTAL LAND/SITE AND EASEMENT VALUE OF PART(S) TAKEN **\$49,673**

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

Parcel	Improvement Type	Size	Unit Value	Appraisal Support	Value
RW-214	11- Ponderosa P Trees	5" av.	\$1,500	Landscape Co.	\$ 16,500

TOTAL IMPROVEMENTS CONTRIBUTORY VALUE OF PART(S) TAKEN **\$16,500**

TOTAL VALUE OF PART(S) TAKEN \$66,173

D. COMPENSABLE DAMAGES AND/OR OFFSETTING BENEFITS

Compensable Damages – Curable (Net Restoration Cost to Cure)	\$-0-
Compensable Damages – Incurable	\$-0-
Offsetting Specific Benefits (Up to 100% of Incurable Damages)	\$-0-
Offsetting Specific Benefits (Up to 50% of Parts Taken)	\$-0-
NET COMPENSABLE DAMAGES AND/OR OFFSETTING BENEFITS	\$-0-

E. RENTAL VALUE OF TEMPORARY EASEMENTS

TE	Purpose	Area/Unit	Unit Value	% of Unit Value	Term (Mo/Yr)	Value
TE-214 REV1	Constr. Drainage	4,093 SF	\$1.70	10%	12 mos.	\$696

TOTAL RENTAL VALUE OF TEMPORARY EASEMENTS **\$696**

COMPENSATION ESTIMATE (\$66,869), ROUNDED \$66,900

APPRAISAL SUPPORT

Recommended report prepared by: Kyle Wigington, J.D., Kyle Wigington, PC (Colorado Springs), for PPRTA
 Date of Value: October 23, 2014 Date of Report: October 28, 2014

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

REMAINDER TOTAL **\$-0-**

COMPENSATION ESTIMATE RECOMMENDED FOR APPROVAL (rounded) \$66,900

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

Authorized Agency Signature <i>Ron Carleton</i>	Date 1-5-15	CDOT Review Appraiser <i>Anthony D. Cochran, MAI</i> Cert. Genl. Appr. #CG 01313424	Date December 26, 2014
The above amount is APPROVED as the basis for just compensation		CDOT Contract Manager (applicable when there has been a contract review appraiser)	Date

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

Steven J. Brissette 1/5/15
 CAPITAL PROJECTS MANAGER



January 22, 2015

Steven J. Brissette
2442 E. Woodmen Road
Colorado Springs, CO 80920

COPY

Project No.: STU M240-046 Unit II
Parcel Nos: RW214, PE214 and TE214-REV1
Project Code: 12717
Owner: Steven J. Brissette

Property Address: 2442 E. Woodmen Road (APN: 63090-10-018),
Colorado Springs, CO 80920

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

Dear Property Owner:

The City of Colorado Springs ("City") in coordination with Pike Peak Rural Transportation Authority ("PPRTA") is proceeding with the Woodmen Road Improvement Phase II Project ("Project") and intends to purchase a portion of your property located at 2442 E. Woodmen Road and further identified as RW214, PE214 and TE214-REV1. The extent and the location of your property interests that we intend to purchase ("Property") are shown on the Exhibits attached hereto. The acquisition of the Property is required for the construction of improvements in connection with the Project.

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

As part of the acquisition process, you and the City obtained independent real estate appraisals of the Property from independent licensed appraisers, to determine the Fair Market Value of the Property. Based on these appraisals, the City offers to purchase the Property for the total purchase price of SIXTY-SIX THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$66,900.00).

This offer is being made in compliance with the City's *Procedure Manual for the Acquisition and Disposition of Real Property Interests* and in accordance with Colorado state law and regulations. The City has determined that \$66,900.00 is not less than the value of the Property indicated in the approved appraisal reports prepared by your and the City's independent licensed real estate appraisers and assumes the Property is free and clear of all hazardous materials and soil contamination, and encumbrances on title. Accompanying this letter is a *Summary Statement of Just Compensation* which shows the basis of the amount offered.

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

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

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

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


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

This offer to purchase the Property expires at 5:00 p.m. on February 23, 2015 (30 days). In the event of a failure to receive an acceptance or appropriate response to this offer, the City may return to the City Council for direction, as the City Council may find appropriate.

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

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

Sincerely,


Jeff Perret
TRS Corp.

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

Enclosures: Legal Description(s) and Depiction Exhibit(s) RW214, PE214 and TE214-REV1
 Right of Way Plan Sheet(s)
 Summary Statement of Just Compensation
 Real Estate Purchase Agreement
 Warranty Deed
 Permanent Public Improvement Easement
 Temporary Construction Easement
 Request for Taxpayer Identification form (W-9)
 CDOT Demographic Form w/ Stamped Return Envelope
 Right of Way Property Acquisition Information Booklet
 Appraisal Receipt and Release
 Appraisal Report
 Self-Addresses Envelope to TRS



SUMMARY STATEMENT OF JUST COMPENSATION

January 22, 2015

COPY

Steven J. Brissette
2442 E. Woodmen Road
Colorado Springs, CO 80920

Project No.: STU M240-046 Unit II
Parcel Nos: RW214, PE214 and TE214-REV1
Project Code: 12717
Property Address: 2442 E. Woodmen Road, Colorado Springs, CO 80920
Owner: Steven J. Brissette

Dear Owner:

This statement is intended to furnish you with a written summary of the basis of the amount established as just compensation for your property, based upon an appraisal for your property located at 2442 E. Woodmen Road, in Colorado Springs, prepared by Kyle L. Wigington, J.D., on behalf of the City as impacted by the Woodmen Road Improvements Project Phase II. The summary of just compensation is as follows:

Parcel RW214 25,894 sf x \$1.70/sf	=	\$ 44,020.00
Parcel PE214 4,434 sf x \$1.70/sf x 75%	=	\$ 5,653.00
Parcel TE214-REV1 4,093 sf x \$1.70/sf x 10% x 1 year	=	\$ 696.00
<u>Improvements</u> 11 Ponderosa Pine Trees @ \$1,500ea	=	\$ 16,500.00
<u>Damages</u> None	=	\$ <u>0.00</u>
TOTAL JUST COMPENSATION		\$ <u>66,900.00</u> (rounded)



Land Title Guarantee Company
CUSTOMER DISTRIBUTION

Date: 01-06-2015

Our Order Number: SR55039891-9

Property Address:

2442 EAST WOODMEN ROAD- 63090-10-018 COLORADO SPRINGS, CO 80920

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

COPY

For Title Assistance:

Residential Title "SR" Unit

Bev Labbe

102 S TEJON #760

COLORADO SPRINGS, CO 80903

Phone: 719-634-4821

Fax: 719-634-3190

EMail: blabbe@ltgc.com

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

Land Title Insurance Corporation
ALTA COMMITMENT

Our Order No. SR55039891-9

Schedule A

Cust. Ref.:

Property Address:

2442 EAST WOODMEN ROAD- 63090-10-018 COLORADO SPRINGS, CO 80920

1. **Effective Date:** December 31, 2014 at 5:00 P.M.

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

"TBD" Commitment

Proposed Insured:

A BUYER TO BE DETERMINED

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

A FEE SIMPLE AS TO PARCEL A; AN EASEMENT INTEREST AS TO PARCEL B.

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

STEVEN J. BRISSETTE

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

SEE ATTACHED PAGE(S) FOR LEGAL DESCRIPTION

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LEGAL DESCRIPTION

PARCEL A:

A TRACT OR PARCEL NO. RW214 OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO, PROJECT NO. STU M240-046 UNIT II LOCATED IN A PORTION OF LOT 18, BLOCK 3, OF COLUMBINE ESTATES RECORDED WITH RECEPTION NO. 199789 IN THE RECORDS OF EL PASO COUNTY, COLORADO, LOCATED IN THE NE 1/4 OF SECTION 9, TOWNSHIP 13 SOUTH, 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 NORTH 00 DEGREES 27 MINUTES 03 SECONDS WEST ON THE WEST LINE OF LOT 18, A DISTANCE OF 63.16 FEET TO A NON TANGENT CURVE LEFT;
- 2) THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 985.00 FEET, A DELTA ANGLE OF 00 DEGREES 34 MINUTES 03 SECONDS, AN ARC LENGTH OF 9.76 FEET, WHOSE LONG CHORD BEARS NORTH 85 DEGREES 17 MINUTES 48 SECONDS EAST A DISTANCE OF 9.76 FEET;
- 3) THENCE NORTH 85 DEGREES 00 MINUTES 47 SECONDS EAST A DISTANCE OF 331.31 FEET TO THE EAST LINE OF LOT 18;
- 4) THENCE SOUTH 00 DEGREES 27 MINUTES 03 SECONDS EAST ON SAID EAST LINE, A DISTANCE OF 74.52 FEET TO A POINT OF CURVE TO THE RIGHT;
- 5) THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 15.00 FEET, A DELTA ANGLE OF 89 DEGREES 54 MINUTES 00 SECONDS, AN ARC LENGTH OF 23.54 FEET, WHOSE LONG CHORD BEARS SOUTH 44 DEGREES 29 MINUTES 57 SECONDS WEST A DISTANCE OF 21.19 FEET;
- 6) THENCE SOUTH 89 DEGREES 26 MINUTES 57 SECONDS WEST ON THE SOUTH LINE OF LOT 18, A DISTANCE OF 325.03 FEET TO THE POINT OF BEGINNING.

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

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

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

PARCEL B:

A TRACT OR PARCEL NO. PE214 OF THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO, PROJECT NO. STU M240-046 UNIT II, LOCATED IN A PORTION OF LOT 18, BLOCK 3 OF COLUMBINE ESTATES RECORDED WITH RECEPTION NO. 199789 IN THE RECORDS OF EL PASO COUNTY, COLORADO, LOCATED IN THE NE 1/4 OF SECTION 9, TOWNSHIP 13 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 18, BLOCK 3, THENCE NORTH 00 DEGREES 27 MINUTES 03 SECONDS WEST ON THE WEST LINE OF SAID LOT 18, A DISTANCE OF 63.16 FEET TO THE POINT OF BEGINNING;

- 1) THENCE NORTH 00 DEGREES 27 MINUTES 03 SECONDS WEST CONTINUING ON SAID WEST LINE, A DISTANCE OF 13.03 FEET TO NON TANGENT CURVE TO THE LEFT
- 2) THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 972.00 FEET, HAVING A DELTA ANGLE OF 00 DEGREES 30 MINUTES 52 SECONDS, AN ARC LENGTH OF 8.73 FEET, WHOSE LONG CHORD BEARS NORTH 85 DEGREES 16 MINUTES 13 SECONDS EAST A DISTANCE OF 8.73 FEET;
- 3) THENCE NORTH 85 DEGREES 00 MINUTES 47 SECONDS EAST A DISTANCE OF 332.34 FEET TO THE EAST LINE OF SAID LOT 18;
- 4) THENCE SOUTH 00 DEGREES 27 MINUTES 03 SECONDS EAST ON SAID EAST LINE, A DISTANCE OF 13.04 FEET;
- 5) THENCE SOUTH 85 DEGREES 00 MINUTES 47 SECONDS WEST A DISTANCE OF 331.31 FEET TO A POINT OF CURVE TO THE RIGHT;
- 6) THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 985.00 FEET, HAVING A DELTA ANGLE OF 00 DEGREES 34 MINUTES 03 SECONDS, AN ARC LENGTH OF 9.76 FEET, WHOSE LONG CHORD BEARS SOUTH 85 DEGREES 17 MINUTES 48 SECONDS WEST A DISTANCE OF 9.76 FEET TO THE POINT OF BEGINNING.

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

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

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

ALTA RESIDENTIAL COMMITMENT

Schedule B-1

(Requirements)

Our Order No. SR55039891-9

The following are the requirements to be complied with:

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

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

1. WARRANTY DEED FROM STEVEN J. BRISSETTE TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

ALTA COMMITMENT

Schedule B-2

(Exceptions)

Our Order No. SR55039891-9

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

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Taxes and assessments not yet due or payable and special assessments not yet certified to the Treasurer's office.
7. Any unpaid taxes or assessments against said land.
8. Liens for unpaid water and sewer charges, if any.
9. COVENANTS, CONDITIONS, AND RESTRICTIONS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED JANUARY 21, 1965 IN BOOK 2053 AT PAGE 921. AMENDMENT TO COVENANTS RECORDED JANUARY 19, 1990 IN BOOK 5704 AT PAGE 580. AMENDMENT THERETO RECORDED OCTOBER 21, 2004 UNDER RECEPTION NO. 204175707. AMENDMENT THERETO RECORDED OCTOBER 10, 2014 UNDER RECEPTION NO. 214092974. AMENDMENT THERETO RECORDED OCTOBER 10, 2014 UNDER RECEPTION NO. 214092975.
10. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF COLUMBINE ESTATES RECORDED JULY 27, 1961 IN BOOK C2 AT PAGE 47.
11. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE ANNEXING SUBJECT PROPERTY TO THE CITY OF COLORADO SPRINGS RECORDED DECEMBER 09, 1994 IN BOOK 6574 AT PAGE 1472. ANNEXATION PLAT RECORDED DECEMBER 9, 1994 UNDER RECEPTION NO. 163726.

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

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

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

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

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

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

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

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

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

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

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

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company.

Penalties may include imprisonment, fines, denial or insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

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

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

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

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

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

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

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

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

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

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

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