



TRANSMITTAL CHECK REQUEST

DATE: February 3, 2015
TO: Marsha Sheldon, PPRTA
FROM: Wendy Rodenberg, TRS Corp.
RE: Acquisition Settlement Package
Woodmen Road Corridor Improvements Project (Phase II)
2916 E. Woodmen Rd
Gill
Parcel 235
CC: Project File(s)

Attached you will find the following:

Original ROW Settlement Checklist

Original Real Estate Purchase Agreement

Date Page 1

Mr. Carlentine and Mr. Chaves to initial Pages 1-11

Mr. Carlentine and Mr. Chaves to sign Page 11 (signatures must be notarized)

Attorney's Office to sign/date Page 11

Original Warranty Deed (RW235)

Mr. Chaves to sign/date

Attorney's Office to sign/date

Original Warranty Deed (RW235A)

Mr. Chaves to sign/date

Attorney's Office to sign/date

Original Grant of Permanent Public Improvement Easement (PE235-REV1)

Mr. Carlentine and Mr. Chaves to initial Pages 1-2

Mr. Chaves to sign/date Page 2

Attorney's Office to sign/date Page 2

Original Grant of Permanent Public Improvement Easement (PE235A)

Mr. Carlentine and Mr. Chaves to initial Pages 1-2

Mr. Chaves to sign/date Page 2

Attorney's Office to sign/date Page 2

Original Temporary Construction Easement (TE235-REV1)

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

Copy of Executed Value Finding

Original Parcel Negotiation Record and Certificate

Copy of Offer Letter

Copy of Summary Statement of Just Compensation

Copy of W-9 (Land Title)

PLEASE ORDER A CHECK IN THE AMOUNT OF \$96,500.00 MADE
PAYABLE TO LAND TITLE AS ESCROW AGENT FOR DANION GILL
AND JANICE E. GILL

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: 235
Project No: STU M240-046 Unit II	
Location: 2916 E. Woodmen Road	
Name: Danion Gill and Janice E. Gill	

	Yes	No	TC*	Explanation
1. Title information				
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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
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 checked="" type="checkbox"/>	<input 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	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no		
If no, check exceptions:	<input type="checkbox"/> under \$600	<input type="checkbox"/> Corporation or Insurance Co.	<input type="checkbox"/> Volume Transfer	
	<input type="checkbox"/> Governmental Unit	<input type="checkbox"/> Gift or Donation		
	<input checked="" type="checkbox"/> Escrow Agent/Title Co.			
C. 1099-MISC.	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no		
(required for TEs over \$600)				
If no, check exceptions:	<input type="checkbox"/> under \$600	<input type="checkbox"/> Corporation or Insurance Co.	<input type="checkbox"/> Volume Transfer	
	<input type="checkbox"/> Governmental Unit	<input type="checkbox"/> Gift or Donation		
	<input checked="" type="checkbox"/> Escrow Agent/Title Co.			

Real Estate Specialist signature Jeff Perret, TRS Corp.		Date 02/03/2015
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*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 Danion Gill and Janice E. Gill ("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. RW235, in fee simple, attached hereto and made a part hereof; and,

See Exhibit B legally describing, and Exhibit B-1 depicting Parcel No. RW235A, in fee simple, attached hereto and made a part hereof; and,

See Exhibit C legally describing, and Exhibit C-1 depicting Parcel No. PE-235-REV1, 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. PE-235A, a permanent public improvements easement, attached hereto and made a part hereof; and,

See Exhibit E legally describing, and Exhibit E-1 depicting Parcel No. TE-235-REV1 a temporary construction easement, attached hereto and made a part hereof.

Woodmen Phase II
RES #
Parcel(s) RW235, RW235A, PE235-REV1,
PE235A and TE235-REV1

Property Owner: D. Gill City Ints: Re MUC
Date: 2-2-15 Date: 2-4-15 2-5-15

also known as part of 2916 East Woodmen Road and by El Paso County Tax Schedule No. 63100-03-021 (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.

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 Ninety-Six Thousand Five Hundred and 00/100 Dollars (\$96,500.00) (the "Purchase Price"). The consideration set forth herein is in 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 interest, 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.

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.

Woodmen Phase II
RES #
Parcel(s) RW235, RW235A, PE235-REV1,
PE235A and TE235-REV1

Property Owner: OG City Ints: RC MDC
Date: 2-2-15 Date: 2.4.15 2/5/15

2.2 Procedure. At Closing, the following shall occur:

- a. City shall open escrow and deliver the fully executed Real Estate Purchase Agreement to the escrow officer within two (2) weeks of the execution hereof by City.
- b. Conveyance Deed. Seller shall convey Parcel RW235, 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 RW235A, 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 PE235-REV1, 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.
- e. Permanent Public Improvement Easement. Seller shall convey Parcel PE235A, a permanent easement in and to the Property described in **Exhibit D** and depicted on **Exhibit D-1** to City by the

Woodmen Phase II
RES #
Parcel(s) RW235, RW235A, PE235-REV1,
PE235A and TE235-REV1

Property Owner: [Signature] City Ints: RC AMAC
Date: 2-2-15 Date: 2-4-15 2/5/15

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.

- f. Temporary Construction Easement. Seller shall convey Parcel TE235-REV1, a temporary construction easement, as described on Exhibit E and depicted on Exhibit E-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.

- g. 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.

- h. 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.

Property Owner: RC Mac
Date: 2-2-15 Date: 2-4-15 2/5/15

- i. 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.
- j. 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 deeds and permanent easements 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

Woodmen Phase II
 RES #
 Parcel(s) RW235, RW235A, PE235-REV1,
 PE235A and TE235-REV1

Property Owner: [Signature] City Ints: RC Mac
 Date: 2-2-15 Date: 2-4-15 1/5/15

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

IV. REMEDIES FOR BREACH

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

V. NOTICES AND OTHER DELIVERIES

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

5.2

If to Seller:	If to City:
Danion Gill and Janice E. Gill 2916 East Woodmen Road Colorado Springs, CO 80920 Phone: 719-260-5547 E-mail: daniongill@q.com	City of Colorado Springs Ronn Carlentine, Real Estate Services 30 South Nevada, Suite 502 Colorado Springs, CO 80903 Phone: (719) 385-5605 Fax: (719) 385-5610 E-mail: rcarlentine@springsgov.com

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. 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.

Property Owner: JD City Ints: RC Mac
Date: 2-2-15 Date: 2-4-15 r/s/15

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

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

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

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

6.8 Entire Agreement, Modification, Survival. This Agreement, together with all attachments, constitutes the entire contract between the Parties relating to the purchase and sale of the Property, and any prior agreements pertaining to the subject of this Agreement, whether oral or written, have been merged and integrated into this Agreement. No subsequent modification of any of the terms of this Agreement shall be valid, binding upon the Parties, or enforceable unless made in writing and signed by all the Parties. Any obligation in this Agreement that, by its terms, is intended to be performed after termination or Closing shall survive Closing.

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

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

INTENTIONALLY LEFT BLANK
SIGNATURE PAGES TO FOLLOW

Woodmen Phase II
RES #
Parcel(s) RW235, RW235A, PE235-REV1,
PE235A and TE235-REV1

Property Owner: [Signature] City Ints: RC MCC
Date: 2-2-15 Date: 2-4-15 MS/15

VII. SIGNATURE PAGES

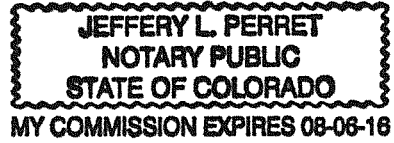
Seller: Danion Gill and Janice E. Gill

By: Danion Gill

2-2-15

Date

State of Colorado)
County of EL PASO) ss.



The foregoing instrument was acknowledged before me this 2nd day of February, 2015, by Danion Gill.

Witness my hand and official seal

My commission Expires: 08-06-16

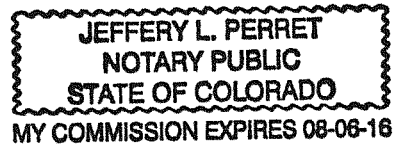
[Signature]
Notary Public

By: Janice E. Gill

2-2-15

Date

State of Colorado)
County of EL PASO) ss.



The foregoing instrument was acknowledged before me this 2nd day of February, 2015, by Janice E. Gill.

Witness my hand and official seal

My commission Expires: 08-06-16

[Signature]
Notary Public

CITY OF COLORADO SPRINGS:

By: [Signature]
 Ronn Carlentine
 Manager, Real Estate Services

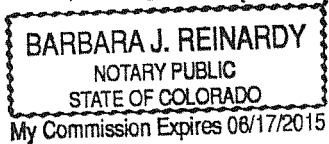
2.4.15
 Date

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

The foregoing instrument was acknowledged before me this 4th day of February, 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: 06/17/2015



[Signature]
 Notary Public

By: [Signature]
 Michael A. Chaves, Senior Civil Engineer

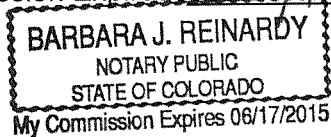
2/5/2015
 Date

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

The foregoing instrument was acknowledged before me this 5th day of February, 2015, by Michael A. Chaves as Senior Civil Engineer for the City of Colorado Springs, Colorado.

Witness my hand and official seal

My commission Expires: 06/17/2015



[Signature]
 Notary Public

Approved as to form:

[Signature]
 City Attorney

Feb 24, 2015
 Date

EXHIBIT "A"

Project No. STU M240-046 Unit II
Project Code: 12717
Date: August 1, 2014

DESCRIPTION

A tract or parcel No. RW235 of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 22, Block 8, of Columbine Estates recorded with reception No. 199789 in the records of El Paso County, Colorado, located in the NW 1/4 Section 10, Township 13 South, and Range 66 West of the 6th Principal Meridian, City of Colorado Springs, El Paso County, Colorado, more particularly described as follows:

Beginning at the southeast corner of said lot 22;

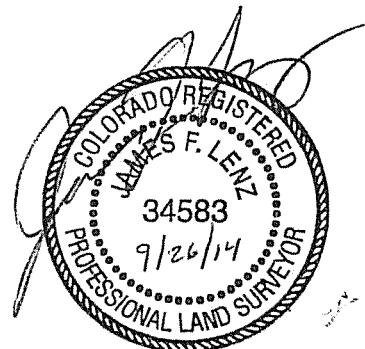
- 1) Thence S89°25'29"W on the south line of lot 22, a distance of 352.00 feet to the southeast corner;
- 2) Thence N00°28'31"W on the west line of lot 22, a distance of 58.00 feet;
- 3) Thence S87°12'15"E a distance of 154.08 feet;
- 4) Thence S88°15'09"E a distance of 47.71 feet to a point of curve to the left;
- 5) Thence on the arc of said curve, having a radius of 1,400.00 feet, a delta angle of 04°57'43", an arc length of 121.25 feet, whose long chord bears N89°15'59"E a distance of 121.21 feet to a compound curve to the left;
- 6) Thence on the arc of said curve, having a radius of 1,000.00 feet, a delta angle of 01°40'54", an arc length of 29.35 feet, whose long chord bears N85°56'40"E a distance of 29.35 feet to the east line of lot 22;
- 7) Thence S00°28'26"E on said east line, a distance of 49.12 feet to the point of beginning.

The above tract of land contains 17,534 square feet or 0.403 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.

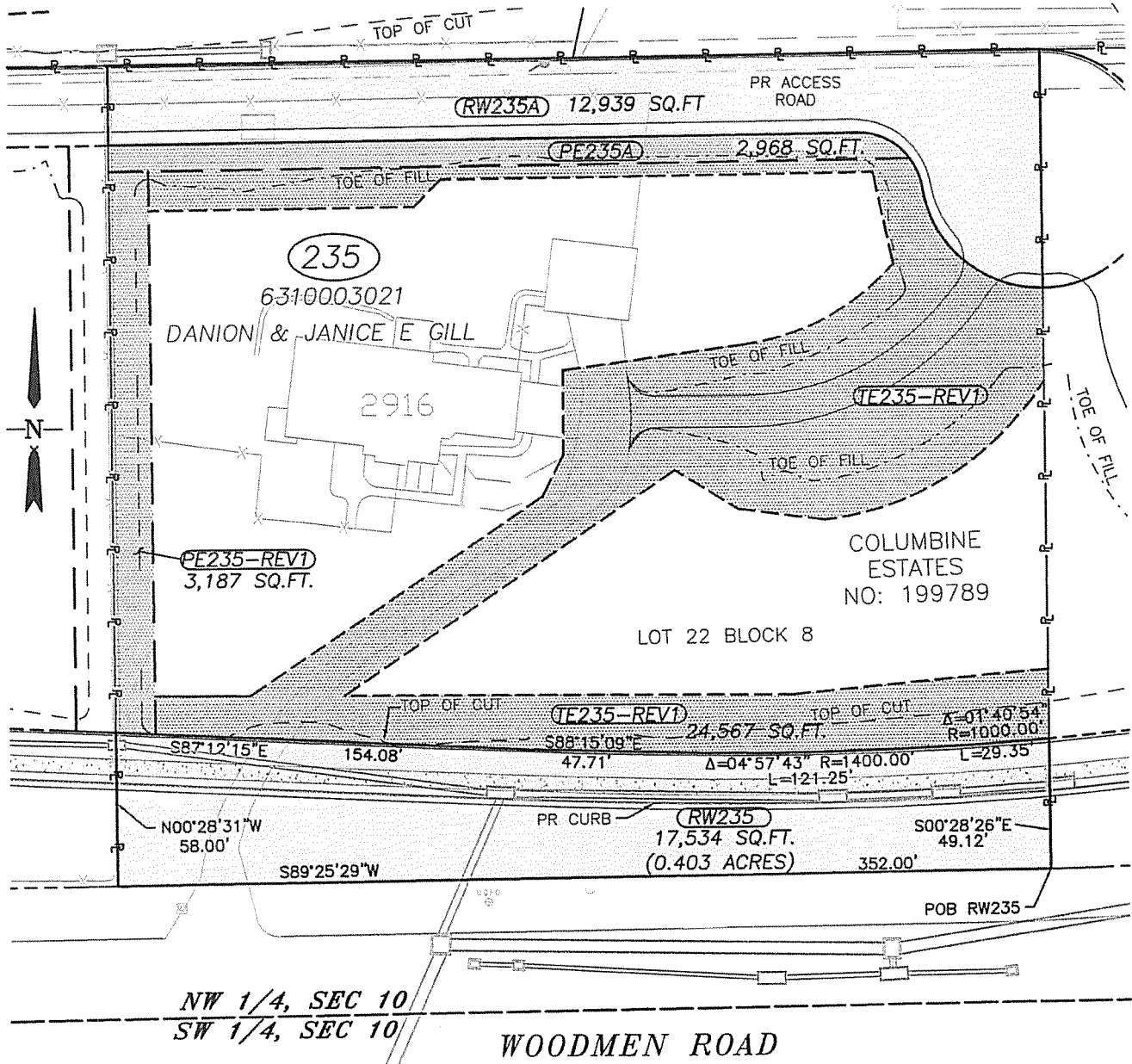
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "A-1"

PARCEL NO. RW235 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

NEW ROW
PERMANENT EASEMENT
TEMPORARY EASEMENT

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

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

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

EXHIBIT "B"

Project No. STU M240-046 Unit II
Project Code: 12717
Date: August 1, 2014

DESCRIPTION

A tract or parcel No. RW235A of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 22, Block 8, of Columbine Estates recorded with reception No. 199789 in the records of El Paso County, Colorado, located in the NW 1/4 Section 10, Township 13 South, and Range 66 West of the 6th Principal Meridian, City of Colorado Springs, El Paso County, Colorado, more particularly described as follows:

Beginning at the northwest corner of said lot 22:

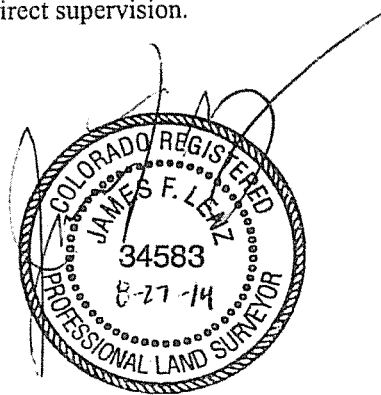
- 1) Thence N89°25'29"E on the north line of said lot 22, a distance of 352.01 feet to the northeast corner of said lot 22;
- 2) Thence S00°28'26"E on the east line of said lot 22, a distance of 90.00 feet to a non tangent curve right;
- 3) Thence on the arc of said curve, having a radius of 45.00 feet, having a delta angle of 81°35'56", an arc length of 64.09 feet, whose long chord bears N49°35'16"W a distance of 58.81 feet to a point of a reverse curve left;
- 4) Thence on the arc of said curve, having a radius of 25.00 feet, having a delta angle of 81°47'12", an arc length of 35.69 feet, whose long chord bears N49°40'55"W a distance of 32.73 feet;
- 5) Thence S89°25'29"W a distance of 282.77 feet to the west line of said lot 22;
- 6) Thence N00°28'31"W on said west line, a distance of 30.00 feet to the point of beginning.

The above tract of land contains 12,939 square feet or 0.297 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.

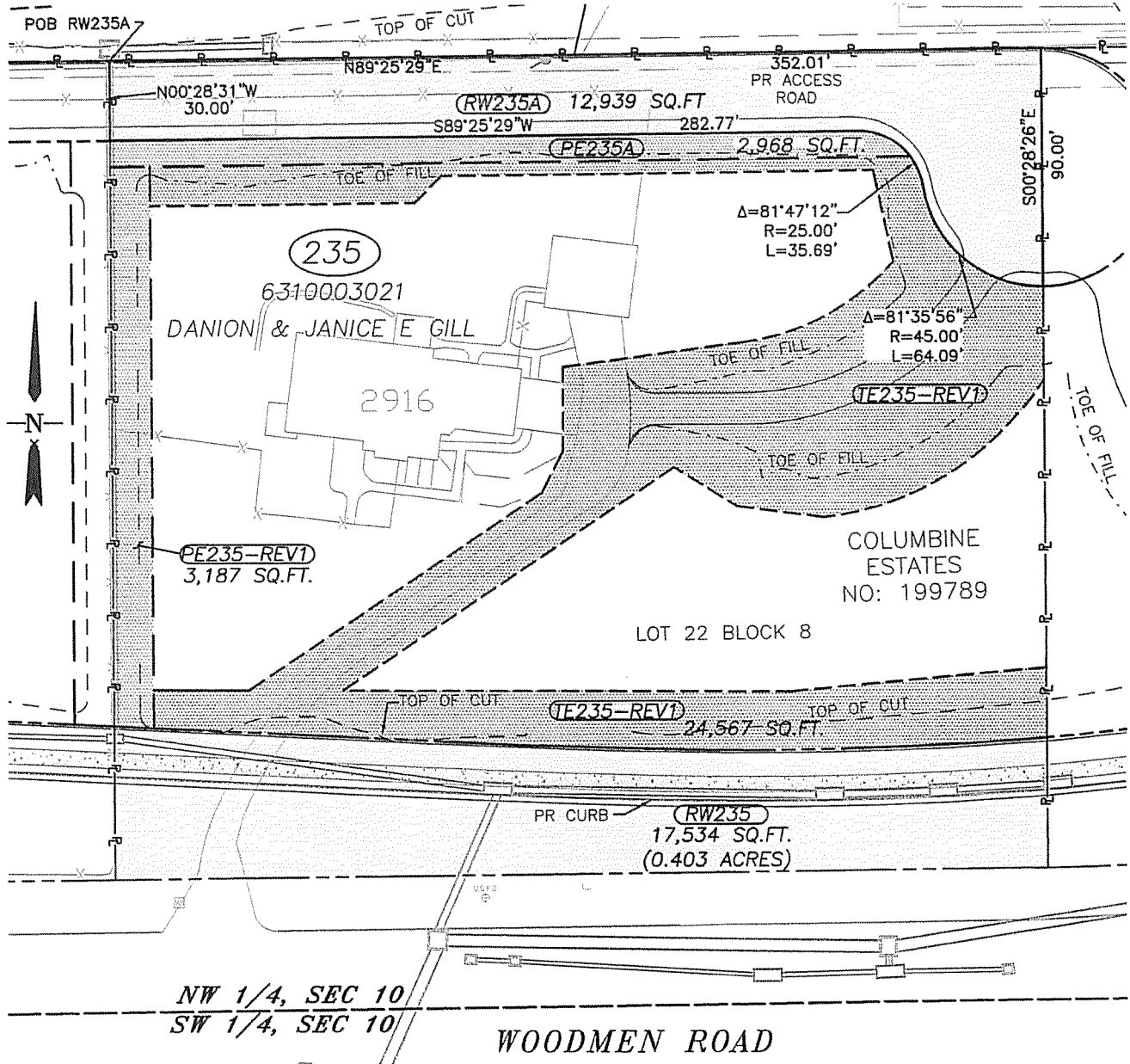
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "B-1"

PARCEL NO. RW235A 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

NEW ROW
PERMANENT EASEMENT
TEMPORARY EASEMENT

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

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

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

EXHIBIT "C"

Project No. STU M240-046 Unit II
Project Code: 12717
Date: August 1, 2014
Easement Purpose: Storm drain maintenance

DESCRIPTION

A tract or parcel No. PE235-REV1 of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 22, Block 8, of Columbine Estates recorded with reception No. 199789 in the records of El Paso County, Colorado, located in the NW 1/4 Section 10, Township 13 South, and Range 66 West of the 6th Principal Meridian, City of Colorado Springs, El Paso County, Colorado, more particularly described as follows:

Commencing at the northwest corner of said lot 22, Block 8, Thence S00°28'31"E on the west line of said lot 22, a distance of 40.00 feet to the point of beginning;

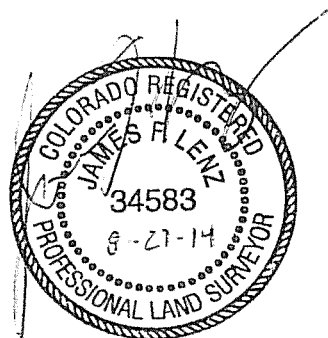
- 1) Thence N89°25'29"E a distance of 15.00 feet;
- 2) Thence S00°28'31"E a distance of 212.89 feet;
- 3) Thence N87°12'15"W a distance of 15.02 feet to the west line of said lot 22;
- 4) Thence N00°28'31"W on said west line, a distance of 212.00 feet to the point of beginning.

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.

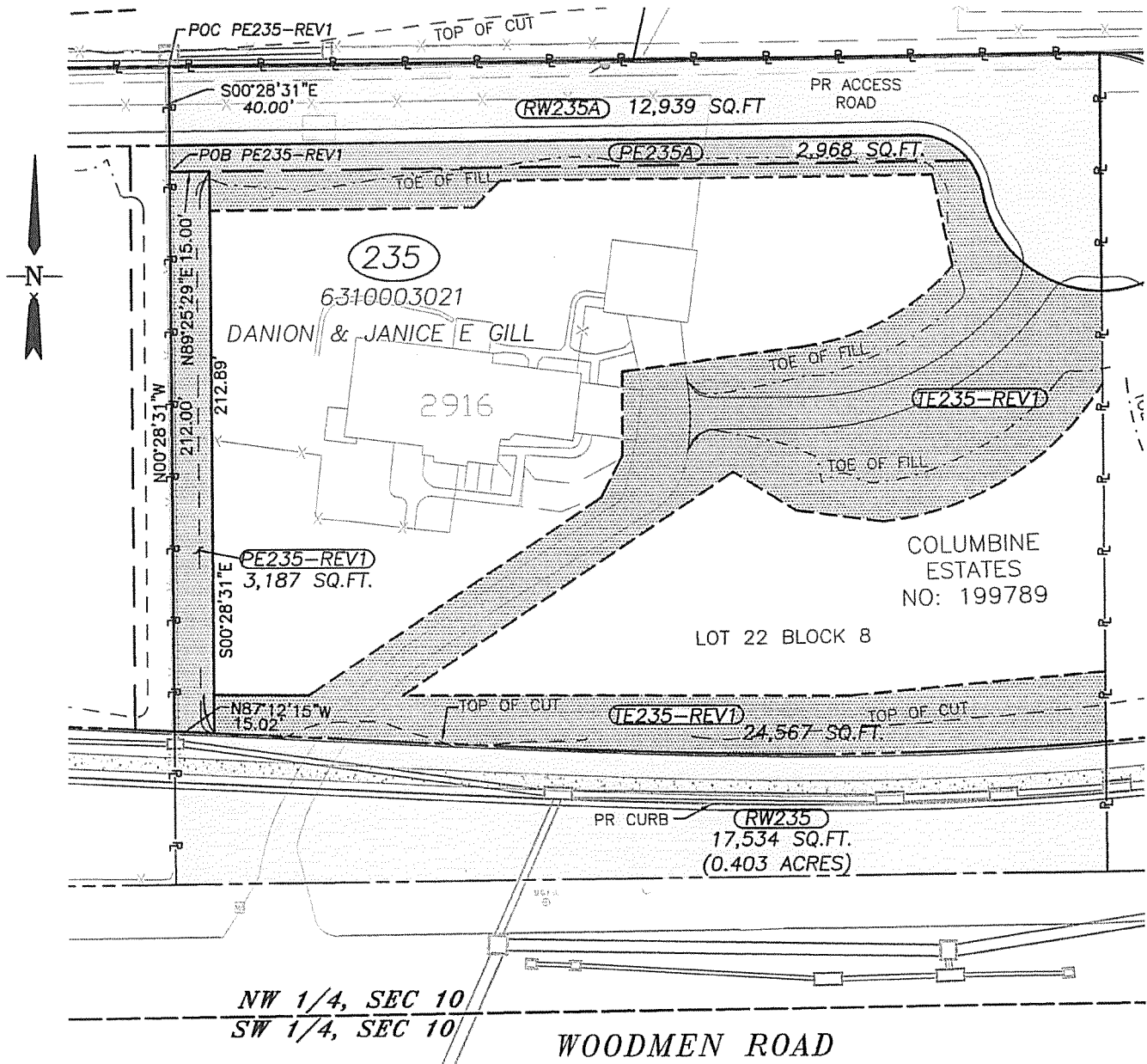
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "C-1"

PARCEL NO. PE235-REV1 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

NEW ROW
PERMANANT EASEMENT
TEMPORARY EASEMENT

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

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

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

EXHIBIT "D"

Project No. STU M240-046 Unit II
Project Code: 12717
Date: August 1, 2014
Easement Purpose: Utility

DESCRIPTION

A tract or parcel No. PE235A of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 22, Block 8, of Columbine Estates recorded with reception No. 199789 in the records of El Paso County, Colorado, located in the NW 1/4 Section 10, Township 13 South, and Range 66 West of the 6th Principal Meridian, City of Colorado Springs, El Paso County, Colorado, more particularly described as follows:

Commencing at the northwest corner of said lot 22, Block 8, Thence S00°28'31"E on the west line of said lot 22, a distance of 30.00 feet to the point of beginning:

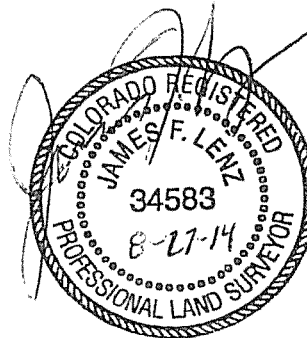
- 1) Thence N89°25'29"E a distance of 282.77 feet to a point of curve to the right;
- 2) Thence on the arc of said curve, having a radius of 25.00 feet, a delta angle of 53°07'48" an arc length of 23.18 feet, whose long chord bears S64°00'37"E a distance of 22.36 feet;
- 3) Thence S89°25'29"W a distance of 302.78 feet to the west line of said lot 22;
- 4) Thence N00°28'31"W on said west line, a distance of 10.00 feet to the point of beginning.

The above tract of land contains 2,968 square feet or 0.068 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.

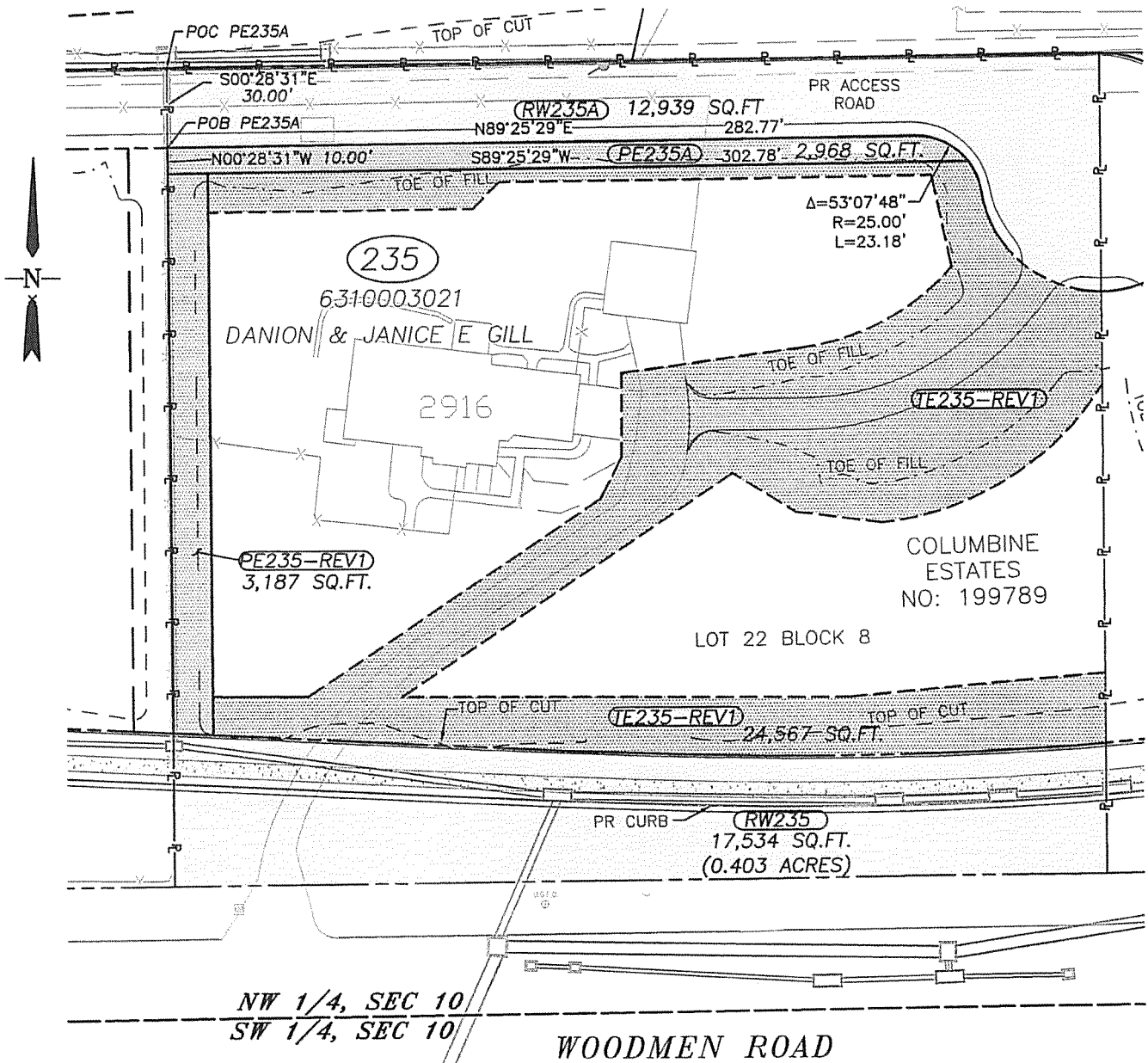
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "D-1"

PARCEL NO. PE235A 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

NEW ROW
PERMANENT EASEMENT
TEMPORARY EASEMENT

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

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

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

EXHIBIT "E"

Project No. STU M240-046 Unit II

Project Code: 12717

Date: August 1, 2014

Easement Purpose: Construction and Grading of Woodmen Road and Driveway

DESCRIPTION

A tract or parcel No. TE235-REV1 of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 22, Block 8, of Columbine Estates recorded with reception No. 199789 in the records of El Paso County, Colorado, located in the NW 1/4 Section 10, Township 13 South, and Range 66 West of the 6th Principal Meridian, City of Colorado Springs, El Paso County, Colorado, more particularly described as follows:

Commencing at the southeast corner of said lot 22, Block 8, Thence N00°28'26"W on the east line of lot 22, a distance of 49.12 feet to a non tangent curve to the right and the point of beginning;

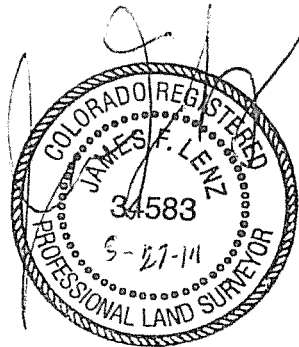
- 1) Thence on the arc of said curve, having a radius of 1,000.00 feet, a delta angle of 01°40'54", an arc length of 29.35 feet, whose long chord bears S85°56'40"W a distance of 29.35 feet to a compound curve to the right;
- 2) Thence on the arc of said curve, having a radius of 1,400.00 feet, a delta angle of 04°57'43", an arc length of 121.25 feet, whose long chord bears S89°15'59"W a distance of 121.21 feet;
- 3) Thence N88°15'09"W a distance of 47.71 feet;
- 4) Thence N87°12'15"W a distance of 139.05 feet;
- 5) Thence N00°28'31"W a distance of 14.38 feet;
- 6) Thence S89°43'18"E a distance of 36.06 feet;
- 7) Thence N55°56'05"E a distance of 133.43 feet;
- 8) Thence N27°07'53"E a distance of 17.64 feet;
- 9) Thence N00°00'00"E a distance of 32.00 feet;
- 10) Thence N82°17'18"E a distance of 69.72 feet to a point of curve to the left;
- 11) Thence on the arc of said curve, having a radius of 91.00 feet, a delta angle of 40°45'49", an arc length of 64.74 feet, whose long chord bears N61°54'23"E a distance of 63.38 feet;
- 12) Thence N12°19'35"W a distance of 35.60 feet;
- 13) Thence S89°25'29"W a distance of 163.55 feet;
- 14) Thence S44°27'07"W a distance of 14.15 feet;
- 15) Thence S89°25'29"W a distance of 100.12 feet;
- 16) Thence N00°28'31"W a distance of 15.00 feet;
- 17) Thence N89°25'29"E a distance of 287.78 feet to a non tangent curve to the right;
- 18) Thence on the arc of said curve, having a radius of 25.00 feet, a delta angle of 28°39'24", an arc length of 12.50 feet, whose long chord bears S23°07'00"E a distance of 12.37 feet to a reverse curve to the left;
- 19) Thence on the arc of said curve, having a radius of 45.00 feet, a delta angle of 81°35'56", an arc length of 64.09 feet, whose long chord bears S49°35'16"E a distance of 58.81 feet to the east line of said lot 22;
- 20) Thence S00°28'26"E on said east line, a distance of 34.98 feet to a non tangent curve to the right;
- 21) Thence on the arc of said curve, having a radius of 110.00 feet, a delta angle of 52°43'48", an arc length of 101.24 feet, whose long chord bears S57°57'35"W a distance of 97.70 feet;
- 22) Thence N82°35'40"W a distance of 33.15 feet;
- 23) Thence N58°10'18"W a distance of 28.09 feet;
- 24) Thence S55°56'05"W a distance of 150.87 feet;
- 25) Thence S89°43'18"E a distance of 169.13 feet;
- 26) Thence N84°51'58"E a distance of 96.70 feet to the east line of said lot 22;
- 27) Thence S00°28'26"E on said east line, a distance of 26.48 feet to the point of beginning.

The above tract of land contains 24,567 square feet or 0.564 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.

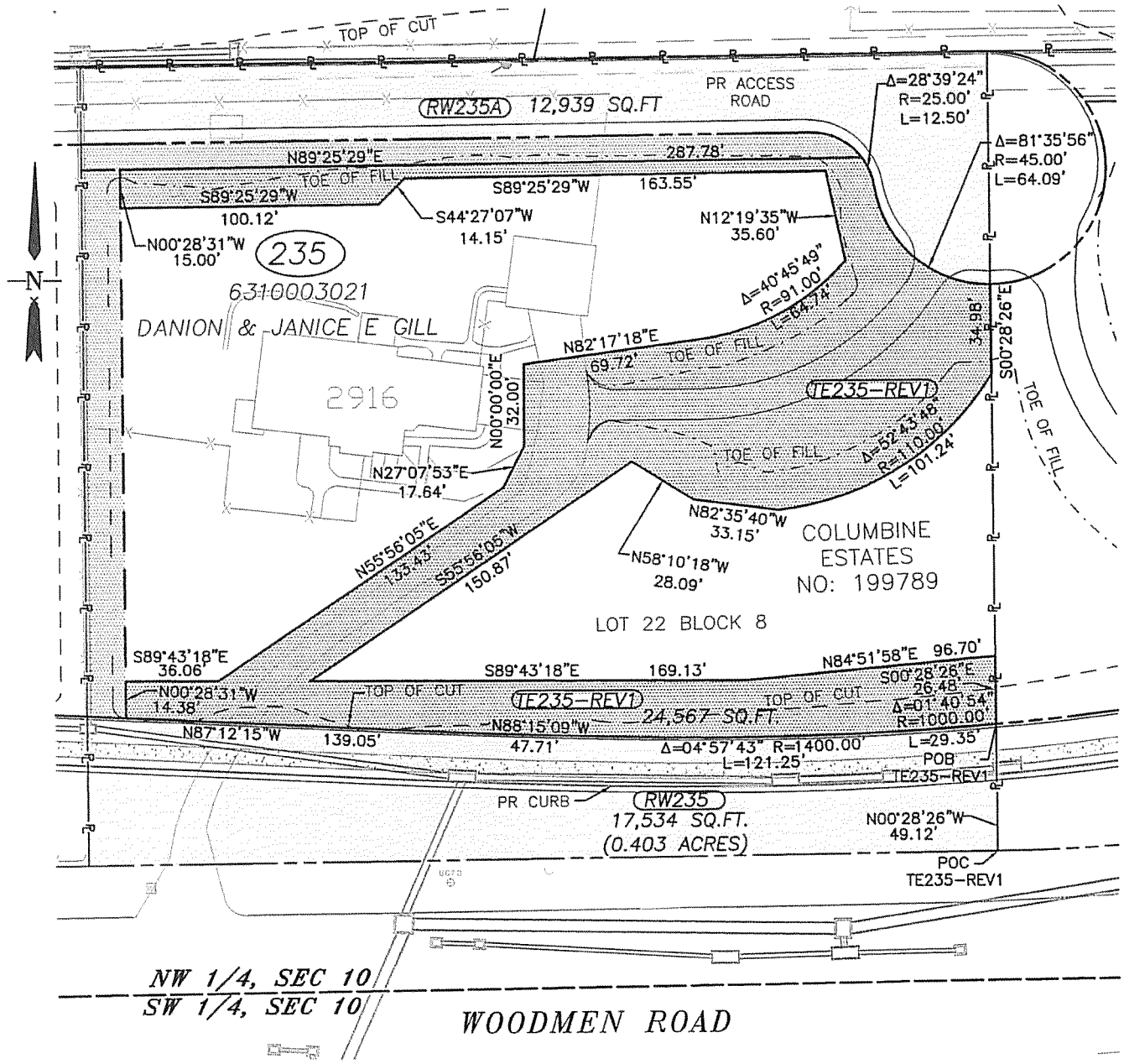
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "E-1"

PARCEL NO. TE235-REV1 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



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

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

LEGEND

- NEW ROW
- PERMANENT EASEMENT
- TEMPORARY EASEMENT

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

WARRANTY DEED

Danion Gill and Janice E. Gill, whose street address is 2916 East Woodmen Road, City of Colorado Springs, County of El Paso and State of Colorado, for the consideration of Twenty-Nine Thousand Eight Hundred Eight and 00/100 Dollars (\$29,808.00), 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 RW235 Exhibits A and B attached hereto and made a part hereof

also known by street and number as: a portion of 2916 East Woodmen Road, Colorado Springs, CO

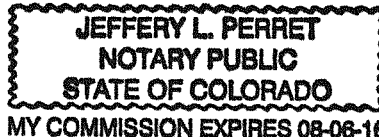
assessor's schedule or parcel number: a portion of TSN: 63100-03-021

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

Signed this 2nd day of February, 2015.

By: Danion Gill
Danion Gill

State of Colorado)
County of EL Paso) ss.



The foregoing instrument was acknowledged before me this 2nd day of February, 2015 by Danion Gill.

Witness my hand and official seal.

My Commission expires: 08-06-16

Jeffery L. Perret
Notary Public

Signed this 2nd day of February, 2015

By: Janice E. Gill
Janice E. JEFFERY L. PERRET
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 08-06-16

State of Colorado)
County of EL Paso) ss.

The foregoing instrument was acknowledged before me this 2nd day of February, 2015 by Janice E. Gill.

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

RC will sign at business

By: Michael A. Chaves this 5 day of Feb, 2015
Michael A. Chaves, Senior Civil Engineer

Approved as to Form:

By: [Signature]
City Attorney's Office

Date: 24 Feb 2015

EXHIBIT "A"

Project No. STU M240-046 Unit II
Project Code: 12717
Date: August 1, 2014

DESCRIPTION

A tract or parcel No. RW235 of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 22, Block 8, of Columbine Estates recorded with reception No. 199789 in the records of El Paso County, Colorado, located in the NW 1/4 Section 10, Township 13 South, and Range 66 West of the 6th Principal Meridian, City of Colorado Springs, El Paso County, Colorado, more particularly described as follows:

Beginning at the southeast corner of said lot 22;

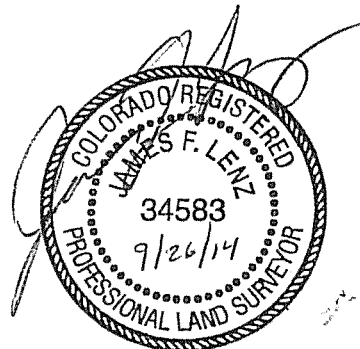
- 1) Thence S89°25'29"W on the south line of lot 22, a distance of 352.00 feet to the southeast corner;
- 2) Thence N00°28'31"W on the west line of lot 22, a distance of 58.00 feet;
- 3) Thence S87°12'15"E a distance of 154.08 feet;
- 4) Thence S88°15'09"E a distance of 47.71 feet to a point of curve to the left;
- 5) Thence on the arc of said curve, having a radius of 1,400.00 feet, a delta angle of 04°57'43", an arc length of 121.25 feet, whose long chord bears N89°15'59"E a distance of 121.21 feet to a compound curve to the left;
- 6) Thence on the arc of said curve, having a radius of 1,000.00 feet, a delta angle of 01°40'54", an arc length of 29.35 feet, whose long chord bears N85°56'40"E a distance of 29.35 feet to the east line of lot 22;
- 7) Thence S00°28'26"E on said east line, a distance of 49.12 feet to the point of beginning.

The above tract of land contains 17,534 square feet or 0.403 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.

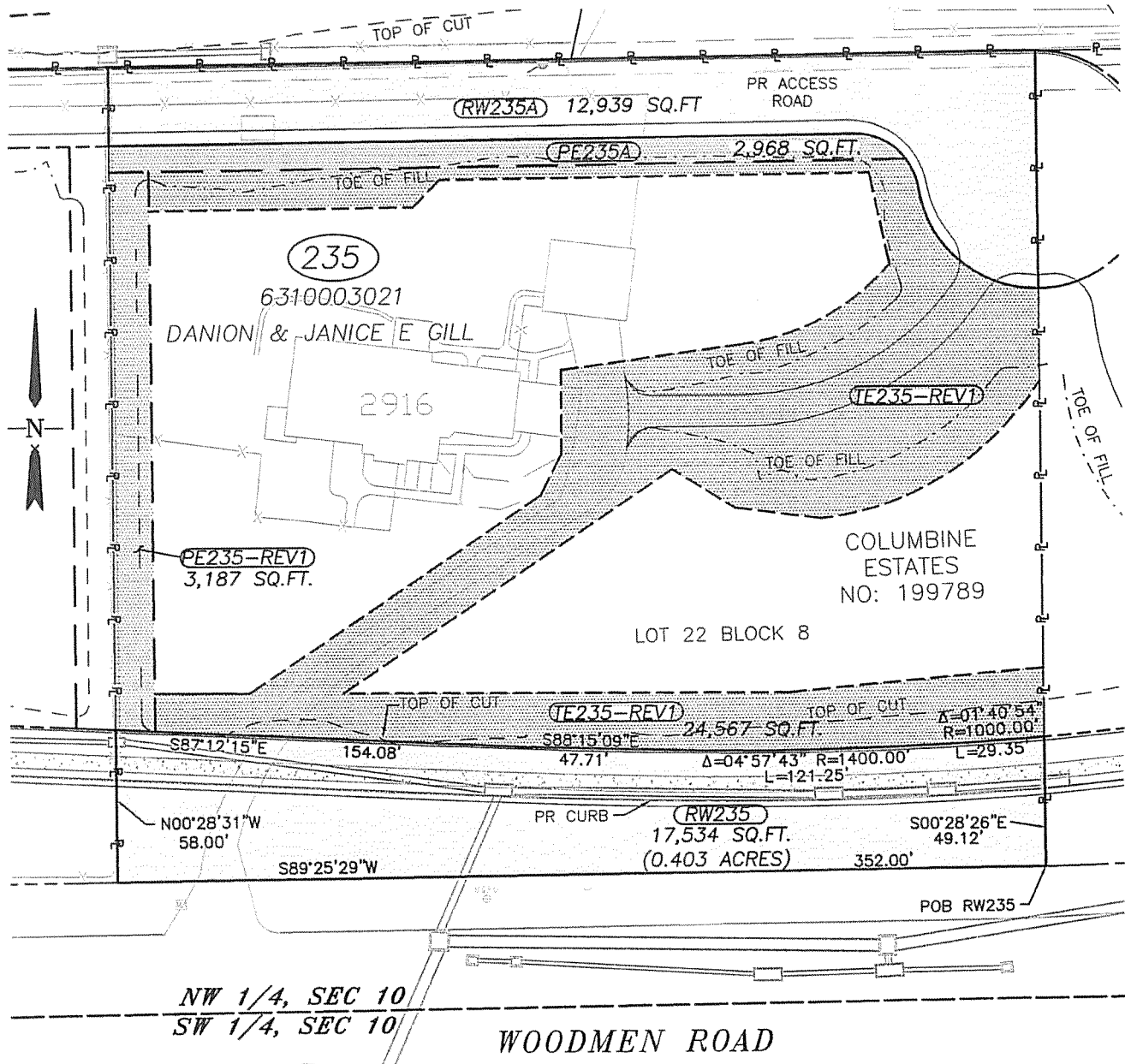
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "B"

PARCEL NO. RW235 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

NEW ROW
PERMANENT EASEMENT
TEMPORARY EASEMENT

SCALE 1"=60'
 DATE: 8/01/14
 THIS SURVEY MAP DOES NOT REPRESENT A MONUMENTED SURVEY AND IS ONLY INTENDED TO ILLUSTRATE THE ATTACHED LEGAL DESCRIPTION.

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

WARRANTY DEED

Danion Gill and Janice E. Gill, whose street address is 2916 East Woodmen Road, City of Colorado Springs, County of El Paso and State of Colorado, for the consideration of Twenty-One Thousand Nine Hundred Ninety-Six and 00/100 Dollars (\$21,996.00), 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 RW235A Exhibits A and B attached hereto and made a part hereof

also known by street and number as: a portion of 2916 East Woodmen Road, Colorado Springs, CO

assessor's schedule or parcel number: a portion of TSN: 63100-03-021

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

Signed this 2nd day of February, 2015.

By: Danion Gill
Danion Gill

State of Colorado)
County of El Paso) ss.



The foregoing instrument was acknowledged before me this 2nd day of February, 2015 by Danion Gill.

Witness my hand and official seal.

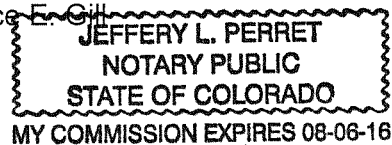
My Commission expires: 08-06-16

[Signature]
Notary Public

Signed this 2nd day of February, 2015

By: Janice E. Gill
Janice E. Gill

State of Colorado)
County of El Paso) ss.



The foregoing instrument was acknowledged before me this 2nd day of February, 2015 by Janice E. Gill.

Witness my hand and official seal.

My Commission expires: 08-06-16

[Signature]
Notary Public

Accepted by the City of Colorado Springs

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

By: Michael A. Chaves this 5 day of Feb, 2015
Michael A. Chaves, Senior Civil Engineer

Approved as to Form:

By: [Signature]
City Attorney's Office

Date: 24 Feb 2015

EXHIBIT "A"

Project No. STU M240-046 Unit II
Project Code: 12717
Date: August 1, 2014

DESCRIPTION

A tract or parcel No. RW235A of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 22, Block 8, of Columbine Estates recorded with reception No. 199789 in the records of El Paso County, Colorado, located in the NW 1/4 Section 10, Township 13 South, and Range 66 West of the 6th Principal Meridian, City of Colorado Springs, El Paso County, Colorado, more particularly described as follows:

Beginning at the northwest corner of said lot 22:

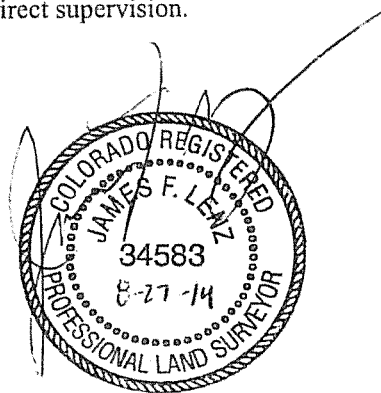
- 1) Thence N89°25'29"E on the north line of said lot 22, a distance of 352.01 feet to the northeast corner of said lot 22;
- 2) Thence S00°28'26"E on the east line of said lot 22, a distance of 90.00 feet to a non tangent curve right;
- 3) Thence on the arc of said curve, having a radius of 45.00 feet, having a delta angle of 81°35'56", an arc length of 64.09 feet, whose long chord bears N49°35'16"W a distance of 58.81 feet to a point of a reverse curve left;
- 4) Thence on the arc of said curve, having a radius of 25.00 feet, having a delta angle of 81°47'12", an arc length of 35.69 feet, whose long chord bears N49°40'55"W a distance of 32.73 feet;
- 5) Thence S89°25'29"W a distance of 282.77 feet to the west line of said lot 22;
- 6) Thence N00°28'31"W on said west line, a distance of 30.00 feet to the point of beginning.

The above tract of land contains 12,939 square feet or 0.297 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.

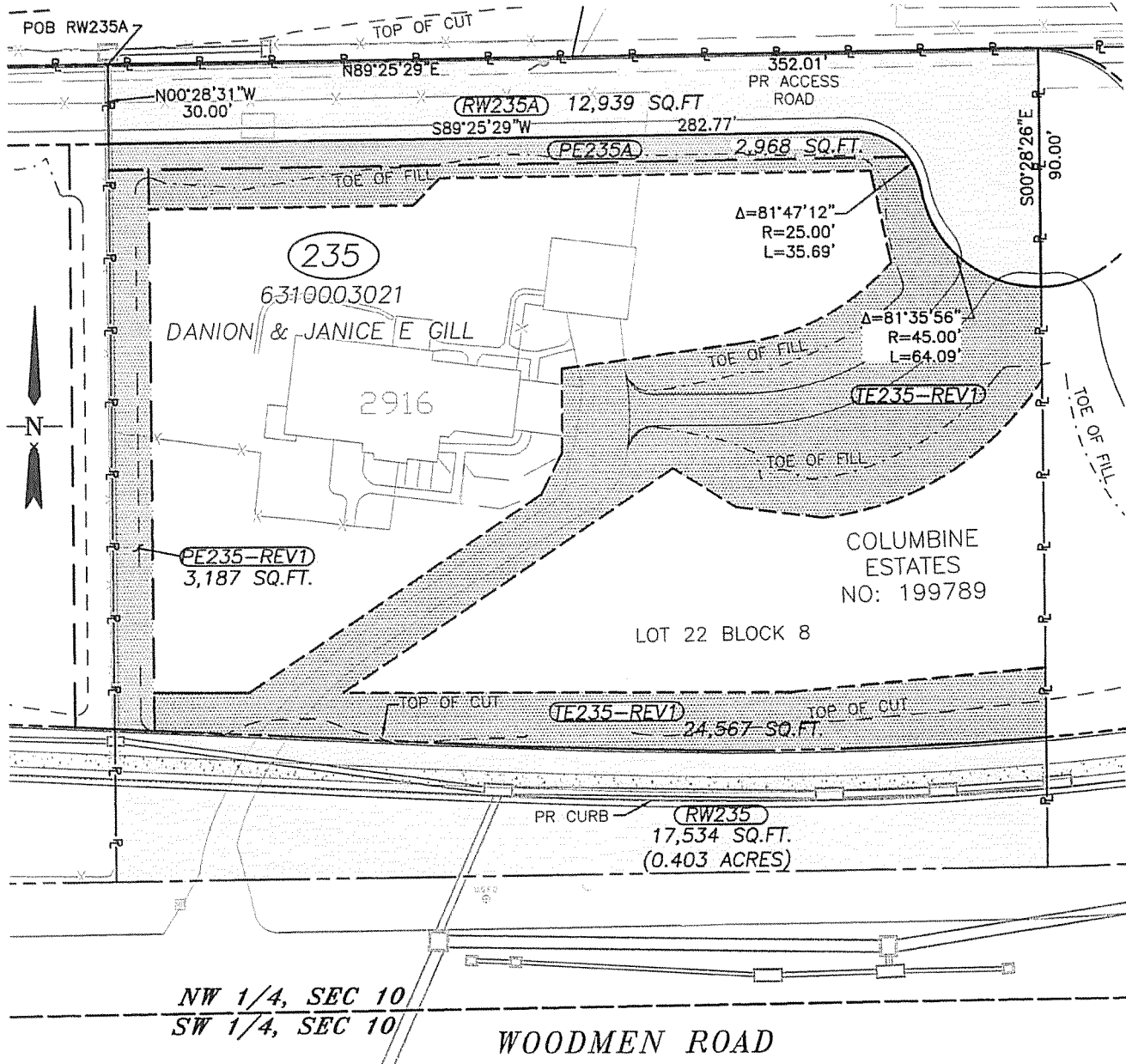
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "B"

PARCEL NO. RW235A 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



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

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

LEGEND

NEW ROW
PERMANENT EASEMENT
TEMPORARY EASEMENT

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

GRANT OF PERMANENT PUBLIC IMPROVEMENT EASEMENT

Danion Gill and Janice E. Gill whose legal address is 2916 East 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 Four Thousand Sixty-Three and 00/100 Dollars (\$4,063.00), 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 2916 East Woodmen Road, Colorado Springs, Colorado, and known as El Paso County Tax Schedule Number 63100-03-021 ("Grantor's Property").

The exact location of the Easement PE235-REV1 (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.

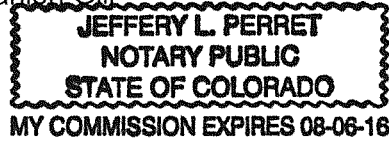
RES File # _____

Grantor Int: D. J. Gill City Ints: RC Mac
Date: 2-2-15 Date: 2-4-15 2/5/15

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

By: Danion Gill
Danion Gill

State of Colorado)
County of EL PASO) ss.



The foregoing instrument was acknowledged before me this 2nd day of February, 2015 by Danion Gill.

Witness my hand and official seal.

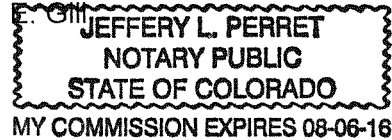
My Commission expires: 08-06-16

[Signature]
Notary Public

Signed this 2nd day of February, 2015

State of Colorado)
County of EL PASO) ss.

By: Janice E. Gill
Janice E. Gill



The foregoing instrument was acknowledged before me this 2nd day of February, 2015 by Janice E. Gill.

Witness my hand and official seal.

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

2/5/2015
Date

Approved as to form: [Signature]
City Attorney's Office
RES File # _____

24 Feb 2015
Date
Grantor Int: 20. 2. City Ints: RC Mace
Date: 2-2-15 Date: 2-4-15 2/5/15

EXHIBIT "A"

Project No. STU M240-046 Unit II
Project Code: 12717
Date: August 1, 2014
Easement Purpose: Storm drain maintenance

DESCRIPTION

A tract or parcel No. PE235-REV1 of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 22, Block 8, of Columbine Estates recorded with reception No. 199789 in the records of El Paso County, Colorado, located in the NW 1/4 Section 10, Township 13 South, and Range 66 West of the 6th Principal Meridian, City of Colorado Springs, El Paso County, Colorado, more particularly described as follows:

Commencing at the northwest corner of said lot 22, Block 8, Thence S00°28'31"E on the west line of said lot 22, a distance of 40.00 feet to the point of beginning;

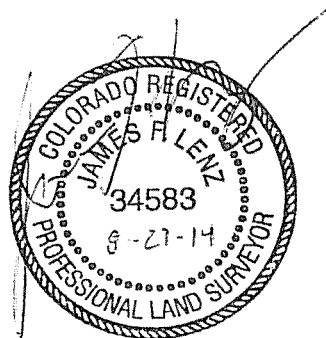
- 1) Thence N89°25'29"E a distance of 15.00 feet;
- 2) Thence S00°28'31"E a distance of 212.89 feet;
- 3) Thence N87°12'15"W a distance of 15.02 feet to the west line of said lot 22;
- 4) Thence N00°28'31"W on said west line, a distance of 212.00 feet to the point of beginning.

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.

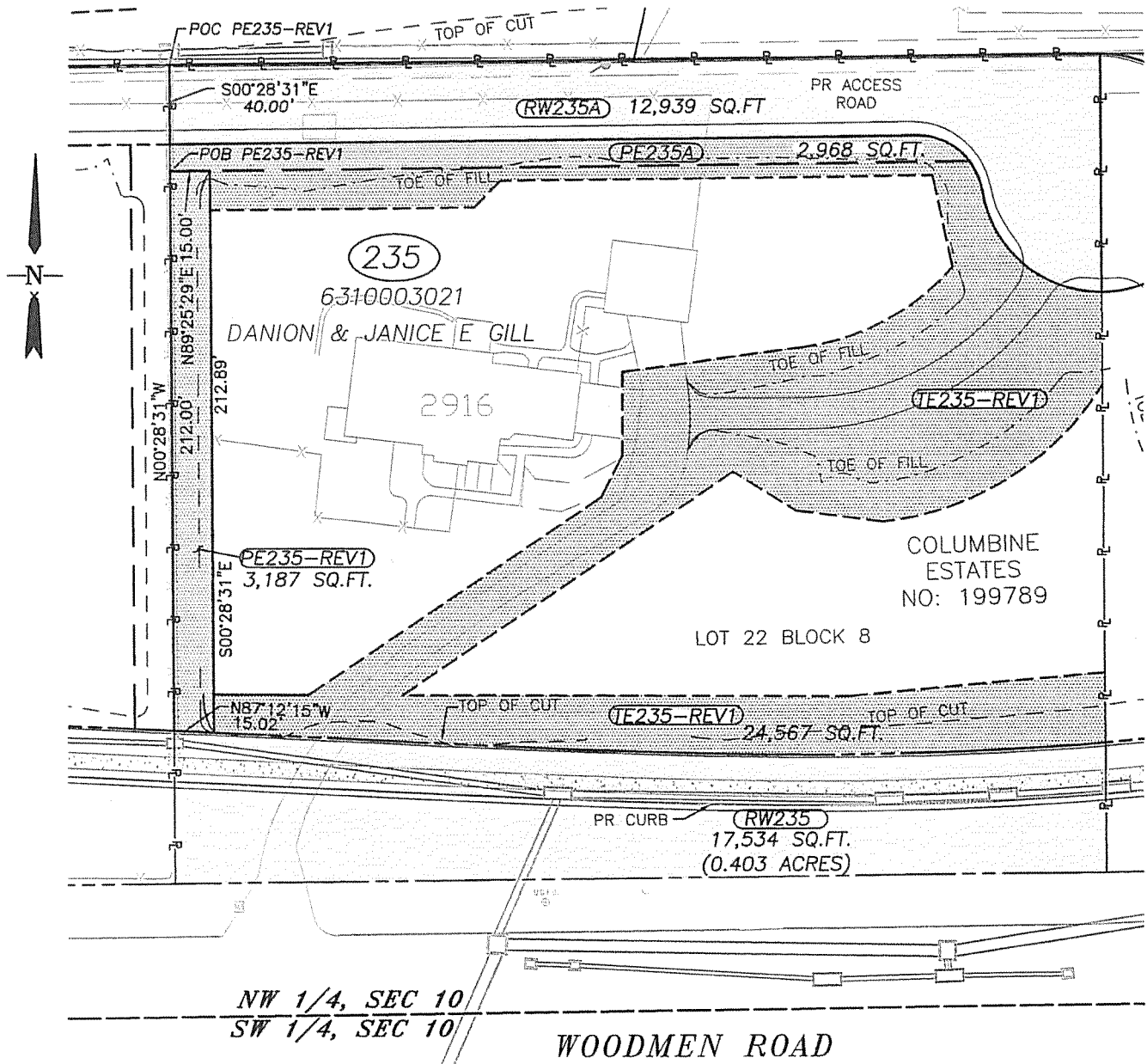
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "B"

PARCEL NO. PE235-REV1 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

NEW ROW
PERMANENT EASEMENT
TEMPORARY EASEMENT

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

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

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

GRANT OF PERMANENT PUBLIC IMPROVEMENT EASEMENT

Danion Gill and Janice E. Gill whose legal address is 2916 East 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 Three Thousand Seven Hundred Eighty-Four and 00/100 Dollars (\$3,784.00), 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 2916 East Woodmen Road, Colorado Springs, Colorado, and known as El Paso County Tax Schedule Number 63100-03-021 ("Grantor's Property").

The exact location of the Easement PE235A (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.

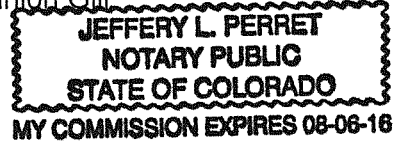
RES File # _____

Grantor Int: D. Gill City Ints: RC Mice
Date: 2-2-15 Date: 2/5/15

IN WITNESS WHEREOF, Grantor and City and have executed this Grant of Permanent Public Improvement Easement this 2nd day of February, 2015.

By: Danion Gill
Danion Gill

State of Colorado)
County of EL Paso) ss.



The foregoing instrument was acknowledged before me this 2nd day of February, 2015 by Danion Gill.

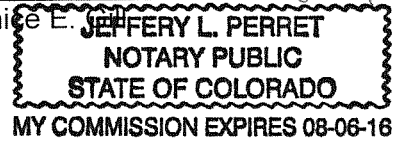
Witness my hand and official seal.
My Commission expires: 08-06-16

Notary Public

Signed this 2nd day of February, 2015

By: Janice E. Gill
Janice E. Gill

State of Colorado)
County of EL Paso) ss.



The foregoing instrument was acknowledged before me this 2nd day of February, 2015 by Janice E. Gill.

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

Notary Public

City of Colorado Springs:

By: _____
Real Estate Services Manager

Date

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

2/5/2015
Date

Approved as to form:
[Signature]

City Attorney's Office
RES File # _____

24 Feb 2015
Date
Grantor Int: MAC City Ints: MAC
Date: 2-2-15 Date: 2/5/15

EXHIBIT "A"

Project No. STU M240-046 Unit II
Project Code: 12717
Date: August 1, 2014
Easement Purpose: Utility

DESCRIPTION

A tract or parcel No. PE235A of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 22, Block 8, of Columbine Estates recorded with reception No. 199789 in the records of El Paso County, Colorado, located in the NW 1/4 Section 10, Township 13 South, and Range 66 West of the 6th Principal Meridian, City of Colorado Springs, El Paso County, Colorado, more particularly described as follows:

Commencing at the northwest corner of said lot 22, Block 8, Thence S00°28'31"E on the west line of said lot 22, a distance of 30.00 feet to the point of beginning;

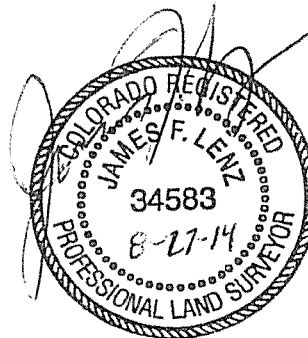
- 1) Thence N89°25'29"E a distance of 282.77 feet to a point of curve to the right;
- 2) Thence on the arc of said curve, having a radius of 25.00 feet, a delta angle of 53°07'48" an arc length of 23.18 feet, whose long chord bears S64°00'37"E a distance of 22.36 feet;
- 3) Thence S89°25'29"W a distance of 302.78 feet to the west line of said lot 22;
- 4) Thence N00°28'31"W on said west line, a distance of 10.00 feet to the point of beginning.

The above tract of land contains 2,968 square feet or 0.068 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.

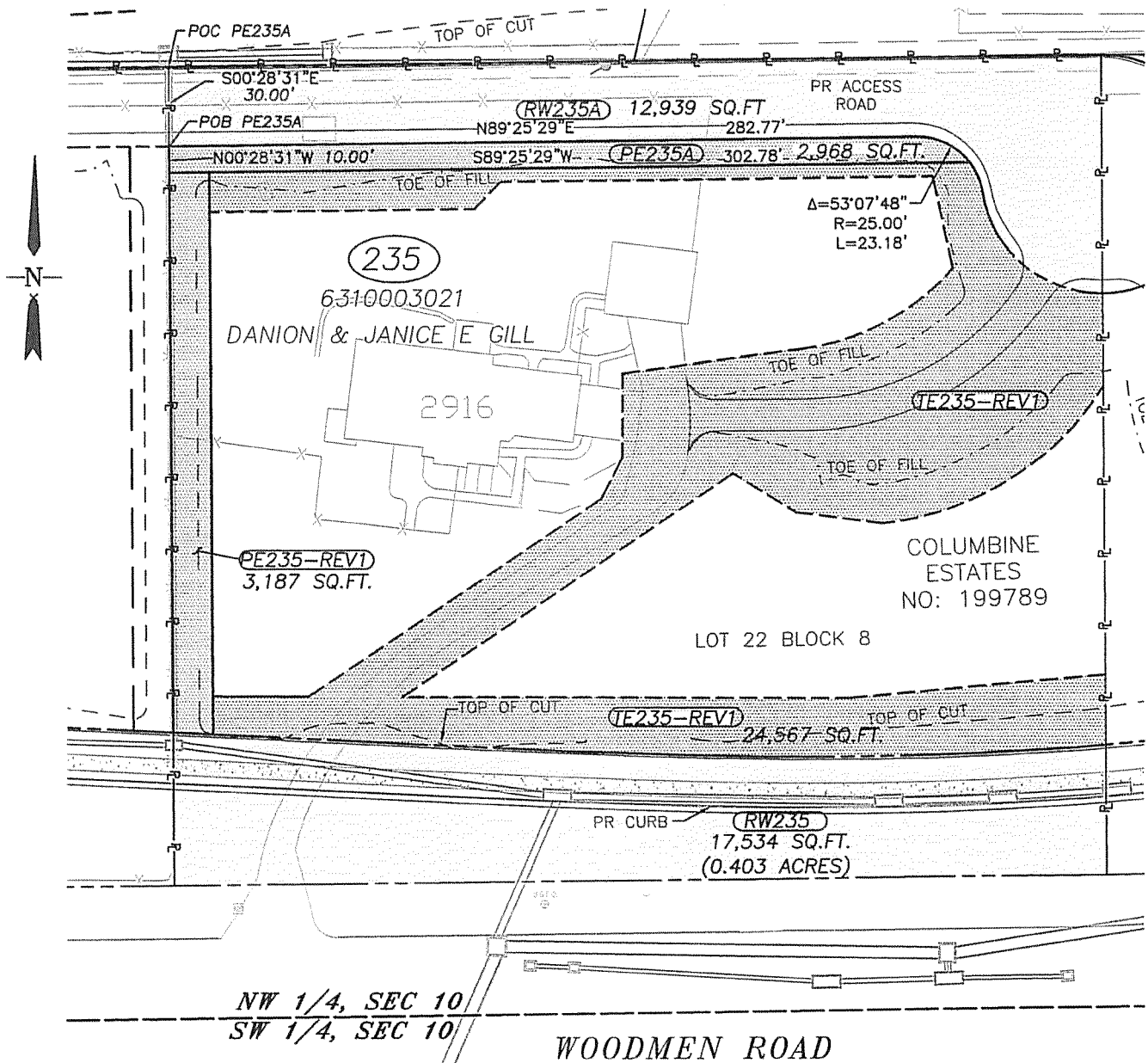
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "B"

PARCEL NO. PE235A 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

- NEW ROW
- PERMANENT EASEMENT
- TEMPORARY EASEMENT

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

SCALE 1"=60'
 DATE: 8/01/14
 THIS SURVEY MAP DOES NOT REPRESENT A MONUMENTED SURVEY AND IS ONLY INTENDED TO ILLUSTRATE THE ATTACHED LEGAL DESCRIPTION.

TEMPORARY CONSTRUCTION EASEMENT

Danion Gill and Janice E. Gill ("Grantor"), whose legal address is 2916 East 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 Four Thousand One Hundred Seventy-Six and 00/100 Dollars (\$4,176.00) 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 2916 East Woodmen Road, Colorado Springs, Colorado, 80920, also known as El Paso County Tax Schedule Number 63100-03-021 ("Grantor's Property").

The exact location of the Easement TE235-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.

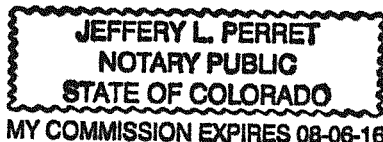
Signed, sealed and delivered this 2nd day of February, 2015.

Grantor: Danion Gill and Janice E. Gill

By: Danion Gill
Danion Gill

State of Colorado)
County of EL PASO) ss.

The foregoing instrument was acknowledged before me this 2nd day of February 2015 by Danion Gill.



Witness my hand and official seal

My Commission Expires: 8-6-16

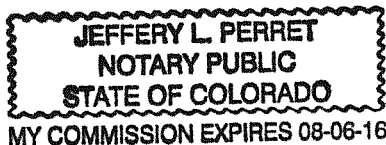
Jeffery L. Perret
Notary Public

By: Janice E. Gill
Janice E. Gill

State of Colorado)
County of EL PASO) ss.

The foregoing instrument was acknowledged before me this 2nd day of February
2015 by Janice E. Gill.

Witness my hand and official seal



My Commission Expires: 08-06-16

[Signature]
Notary Public

City of Colorado Springs:

By: [Signature]
Ronn Carlentine, Real Estate Services Manager

2.4.15
Date

By: [Signature]
Michael A. Chaves, Senior Civil Engineer

2/5/2015
Date

Approved as to form:

[Signature]
City Attorney Office

24 Feb 2015
Date

EXHIBIT "A"

Project No. STU M240-046 Unit II

Project Code: 12717

Date: August 1, 2014

Easement Purpose: Construction and Grading of Woodmen Road and Driveway

DESCRIPTION

A tract or parcel No. TE235-REV1 of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 22, Block 8, of Columbine Estates recorded with reception No. 199789 in the records of El Paso County, Colorado, located in the NW 1/4 Section 10, Township 13 South, and Range 66 West of the 6th Principal Meridian, City of Colorado Springs, El Paso County, Colorado, more particularly described as follows:

Commencing at the southeast corner of said lot 22, Block 8, Thence N00°28'26"W on the east line of lot 22, a distance of 49.12 feet to a non tangent curve to the right and the point of beginning;

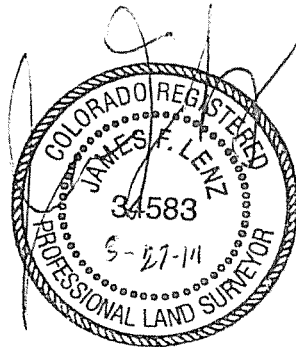
- 1) Thence on the arc of said curve, having a radius of 1,000.00 feet, a delta angle of 01°40'54", an arc length of 29.35 feet, whose long chord bears S85°56'40"W a distance of 29.35 feet to a compound curve to the right;
- 2) Thence on the arc of said curve, having a radius of 1,400.00 feet, a delta angle of 04°57'43", an arc length of 121.25 feet, whose long chord bears S89°15'59"W a distance of 121.21 feet;
- 3) Thence N88°15'09"W a distance of 47.71 feet;
- 4) Thence N87°12'15"W a distance of 139.05 feet;
- 5) Thence N00°28'31"W a distance of 14.38 feet;
- 6) Thence S89°43'18"E a distance of 36.06 feet;
- 7) Thence N55°56'05"E a distance of 133.43 feet;
- 8) Thence N27°07'53"E a distance of 17.64 feet;
- 9) Thence N00°00'00"E a distance of 32.00 feet;
- 10) Thence N82°17'18"E a distance of 69.72 feet to a point of curve to the left;
- 11) Thence on the arc of said curve, having a radius of 91.00 feet, a delta angle of 40°45'49", an arc length of 64.74 feet, whose long chord bears N61°54'23"E a distance of 63.38 feet;
- 12) Thence N12°19'35"W a distance of 35.60 feet;
- 13) Thence S89°25'29"W a distance of 163.55 feet;
- 14) Thence S44°27'07"W a distance of 14.15 feet;
- 15) Thence S89°25'29"W a distance of 100.12 feet;
- 16) Thence N00°28'31"W a distance of 15.00 feet;
- 17) Thence N89°25'29"E a distance of 287.78 feet to a non tangent curve to the right;
- 18) Thence on the arc of said curve, having a radius of 25.00 feet, a delta angle of 28°39'24", an arc length of 12.50 feet, whose long chord bears S23°07'00"E a distance of 12.37 feet to a reverse curve to the left;
- 19) Thence on the arc of said curve, having a radius of 45.00 feet, a delta angle of 81°35'56", an arc length of 64.09 feet, whose long chord bears S49°35'16"E a distance of 58.81 feet to the east line of said lot 22;
- 20) Thence S00°28'26"E on said east line, a distance of 34.98 feet to a non tangent curve to the right;
- 21) Thence on the arc of said curve, having a radius of 110.00 feet, a delta angle of 52°43'48", an arc length of 101.24 feet, whose long chord bears S57°57'35"W a distance of 97.70 feet;
- 22) Thence N82°35'40"W a distance of 33.15 feet;
- 23) Thence N58°10'18"W a distance of 28.09 feet;
- 24) Thence S55°56'05"W a distance of 150.87 feet;
- 25) Thence S89°43'18"E a distance of 169.13 feet;
- 26) Thence N84°51'58"E a distance of 96.70 feet to the east line of said lot 22;
- 27) Thence S00°28'26"E on said east line, a distance of 26.48 feet to the point of beginning.

The above tract of land contains 24,567 square feet or 0.564 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.

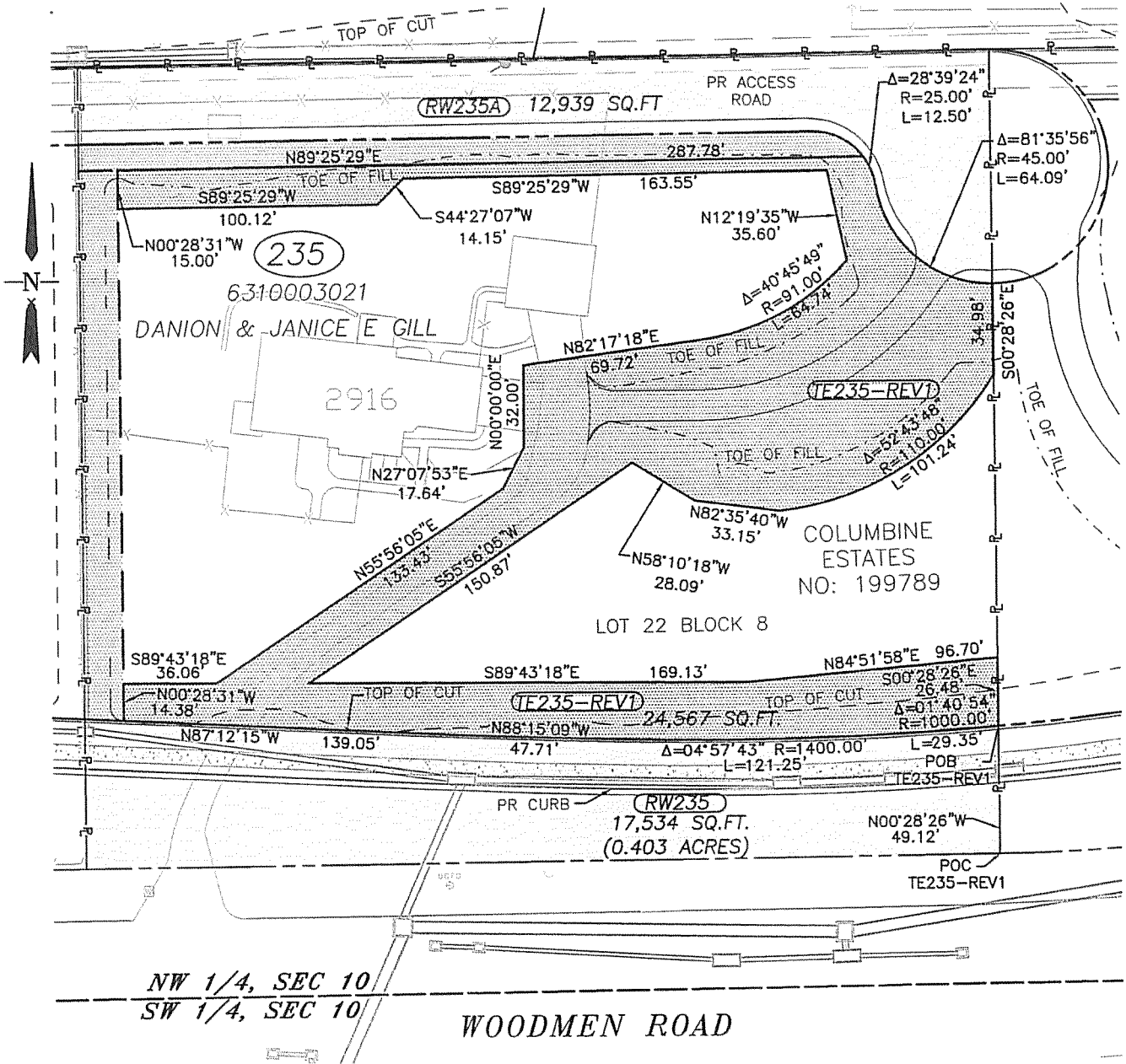
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "B"

PARCEL NO. TE235-REV1 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

NEW ROW
PERMANENT EASEMENT
TEMPORARY EASEMENT

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

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

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

COLORADO DEPARTMENT OF TRANSPORTATION FAIR MARKET VALUE		LPA FMV 2-7058							
Project #:	STU M240-046 Unit II	Project Code:	12717	LPA - Yes/No:	y	P or N:	P	Region #:	2
Parcel(s) #:	RW-235, RW-235A, PE235-Rev 1, PE235A, and TE235-Rev 1		Property Owner: Danion and Janice E Gill						

COPY

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

Parcel	Land Class	Area/Unit	Unit Value	Appraisal Support	Value
RW-235	Single Family Residential	17,534 SF	\$1.70 SF	Market/Sales Comparison	\$29,808
RW-235-A	Single Family Residential	12,939 SF	\$1.70 SF	Market/Sales Comparison	\$21,996
					<u>\$51,804</u>

B. EASEMENT VALUE OF PART(S) TAKEN

PE, SE, etc.	Purpose	Area/Unit	Unit Value	% of Unit Value	Value
PE235-Rev 1	Storm Drainage Maintenance	3,187 SF	\$1.70 SF	75%	\$ 4,063
PE235A	CSU Utility	2,968 SF	\$1.70 SF	75%	\$ 3,784
					<u>\$ 7,847</u>

TOTAL LAND/SITE AND EASEMENT VALUE OF PART(S) TAKEN **\$59,651**

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

Parcel	Improvement type	Size/Quantity	Unit Value	Appraisal Support	Value
TE235-Rev1	Mature pine trees	4 - 12" caliper	\$1500 ea	RCN	\$6,000
RW235	Small pine trees	11	\$650 ea	RCN	\$7,150
RW235	Deciduous tree	1	\$1,500 ea	RCN	\$1,500
RW235	Deciduous trees	8	\$650 ea	RCN	\$5,200
PE234A	Gates	2	\$500 ea	RCNLD	\$750
PE235A	Metal fence	265 LF	\$35 LF	RCNLD	\$6,956
PE235A	Asphalt	1,760 SF	\$3 SF	RCNLD	\$2,640
					<u>\$30,196</u>

TOTAL IMPROVEMENTS CONTRIBUTORY VALUE OF PART(S) TAKEN **\$30,196**

TOTAL VALUE OF PART(S) TAKEN **\$89,487**

D. COMPENSABLE DAMAGES AND/OR OFFSETTING BENEFITS

Compensable Damages – Curable (Net Restoration Cost to Cure)	\$2,319
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 **\$2,319**

E. RENTAL VALUE OF TEMPORARY EASEMENTS

TE	Purpose	Area/Unit	Unit Value	% of Unit Value	Term (Mo/Yr)	Value
TE 235-REV1	Grading	24,567 SF	\$1.70 SF	10%	12 Months	\$4,176

TOTAL RENTAL VALUE OF TEMPORARY EASEMENTS \$4,176
COMPENSATION ESTIMATE **\$96,500**

F. APPRAISAL SUPPORT

Recommended report prepared by: Kyle Wigington, J.D. Date of value: October 23, 2014 Date of report: Oct 27, 2014

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

REMAINDER TOTAL **\$-0-**


COMPENSATION ESTIMATE RECOMMENDED FOR APPROVAL **\$96,500**

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

Agency Authorized Signature <i>Ron Arletino</i>	Date 1.21.15	Review Appraiser, Nancy R. Hazlett <i>Nancy R. Hazlett</i> Cert. Genl. Appr. #CG1321670	Date 12/22/14
The above amount is APPROVED as the basis for just compensation		CDOT Contract Manager	Date

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

Shawn King
Capital Projects Manager 1/23/15
Date

CITY OF COLORADO SPRINGS PARCEL NEGOTIATION RECORD AND CERTIFICATE		Project Code: 12717		Parcel No: 235	
		Project No: STU M240-046 Unit II			
		Location: 2916 E. Woodmen Road			
		County: El Paso			SH No: NA
Owner name and complete address		Kind of deed	Date of deed	Date recorded	Recorded Book Page
1. Danion Gill and Janice E. Gill 2916 E. Woodmen Road Colorado Springs, CO 80920		WD	06/28/1993	07/1/1993	6205 1316
2.					
3.					
Encumbrancer name and complete address		Kind of encumbrance	Date of encumbrance	Date recorded	Recorded Book Page
1.					
2.					
3.					
Gross area of parcel		Less area in present road		Net area of parcel	
2.51 <input type="checkbox"/> Sq. ft. <input checked="" type="checkbox"/> Acres				2.51 <input type="checkbox"/> Sq. ft. <input checked="" type="checkbox"/> Acres	
Items of compensation	Fair market value	Amount of settlement	NEGOTIATION CERTIFICATE		
Land	\$51,804.00	\$51,804.00	<p>I certify that I negotiated the property referenced on the City of Colorado Springs Real Estate Purchase Agreement, as dated, with the stated owner(s) or authorized representative. The agreement includes all considerations agreed upon for the subject parcel purchase and any promises made to the owner(s). I also certify that either party during negotiations made no threats or attempted coercion. The subject parcel is to be used for Transportation purposes (federal-aid funds may be involved). I derive no direct or indirect, present or contemplated future personal interest or benefit from the parcel's acquisition. The following chronological record is a true account of the events and negotiations, which led to either an agreement or condemnation.</p>		
Improvements	\$30,196.00	\$30,196.00			
Net damage	\$2,319.00	\$2,319.00			
Other PE	\$7,847.00	\$7,847.00			
Other TE	\$4,176.00	\$4,176.00			
Total	\$96,500.00	\$96,500.00			
Less salvage value	\$0	\$0			
Net total settlement	\$96,500.00	\$96,500.00			
*REMARKS ON PAGE 2			Name & Title 		Date 02/03/2015

CITY OF COLORADO SPRINGS PARCEL NEGOTIATION RECORD AND CERTIFICATE	Project Code: 12717	Parcel No: 235
	Project No: STU M240-046 Unit II	
	Location: 2916 E. Woodmen Road	
	County: El Paso	SH No: NA
Remarks	Date - actions taken, interviews with owner(s), names of person(s) present, monetary and other considerations offered to owner(s), owner(s) counteroffer, construction items requested / promised, owner(s) reason for rejecting offer, references to correspondence, other pertinent comments.	

See agent negotiator log attached



February 2, 2015

Danion Gill and Janice E. Gill
2916 East Woodmen Road
Colorado Springs, CO 80920

COPY

Project No.: STU M240-046 Unit II
Parcel Nos: RW235, RW235A, PE235-REV1, PE235A and TE235-REV1
Project Code: 12717
Owners: Danion Gill and Janice E. Gill

Property Address: 2916 East Woodmen Road (APN: 63100-03-021),
Colorado Springs, CO 80920

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

Dear Property Owners:

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 2916 East Woodmen Road and further identified as RW235, RW235A, PE235-REV1, PE235A and TE235-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 NINETY-SIX THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$96,500.00).

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 \$96,500.00 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 (2)
- Permanent Public Improvement Easement (2)
- 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 Deeds, Permanent Public Improvement Easements 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 Deeds, Permanent Public Improvement Easements 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 Deeds, Permanent Public Improvement Easements 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 Deeds and Permanent Public Improvement Easements will be sent to you after recording by the Title Company.

This offer to purchase the Property expires at 5:00 p.m. on March 4, 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) RW235, RW235A, PE235-REV1, PE235A and TE235-REV1
Right of Way Plan Sheet(s)
Summary Statement of Just Compensation
Real Estate Purchase Agreement
Warranty Deed (2)
Permanent Public Improvement Easement (2)
Temporary Construction Easement

Request for Taxpayer Identification form (W-9)
CDOT Demographic Form w/ Stamped Return Envelope
Right of Way Property Acquisition Information Booklet
Copy of Title Commitment
Appraisal Receipt and Release
Appraisal Report
Self-Addresses Envelope to TRS



SUMMARY STATEMENT OF JUST COMPENSATION

February 2, 2015

COPY

Danion Gill and Janice E. Gill
2916 East Woodmen Road
Colorado Springs, CO 80920

Project No.: STU M240-046 Unit II
Parcel No: RW235, RW235A, PE235-REV1, PE235A and TE235-REV1
Project Code: 12717
Property Address: 2916 East Woodmen Road, Colorado Springs, CO 80920
Owners: Danion Gill and Janice E. Gill

Dear Owners:

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 2916 East 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 RW235 17,534 sf x \$1.70/sf	=	\$ 29,808.00
Parcel RW235A 12,939 sf x \$1.70/sf	=	\$ 21,996.00
Parcel PE235-REV1 3,187 sf x \$1.70/sf x 75%	=	\$ 4,063.00
Parcel PE235A 2,968 sf x \$1.70/sf x 75%	=	\$ 3,784.00
Parcel TE235-REV1 24,567 sf x \$1.70/sf x 10%	=	\$ 4,176.00
<u>Improvements</u>		
4 Mature Pine Trees @ \$1,500ea	=	\$ 6,000.00
11 Small Pine Trees @ \$650ea	=	\$ 7,150.00
1 Mature Deciduous Tree @ \$1,500ea	=	\$ 1,500.00
8 Deciduous Trees @ \$650ea	=	\$ 5,200.00
2 Metal Gates @ \$500ea @ 25%	=	\$ 750.00
265 lf Metal Fencing @ \$35lf @ 25%	=	\$ 6,956.00
1,760 sf Asphalt Paving @ \$3sf @ 50%	=	\$ 2,640.00
<u>Damages</u>		
Compensable Damages - Curable	=	\$ 2,319.00
TOTAL JUST COMPENSATION		\$ 96,500.00 (rounded)