

CITY OF COLORADO SPRINGS

Project Code: 12717

DOCUMENT TRANSMITTAL

Parcel No: 231

Project No: STU M240-046 Unit II

Location: Woodmen Road, Stinson to Powers

Date: March 13, 2015

To: Angela Jones, PPRTA (City of Colorado Springs)

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 231 (Haag) for your review and approval.

Real Estate Specialist
Wendy Rodenberg, TRS Corp.

Wendy Rodenberg

Date:

March 13, 2015



**TRANSMITTAL
CASHIER'S CHECK REQUEST**

DATE: March 13, 2015
TO: Angela Jones, PPRTA
FROM: Wendy Rodenberg, TRS Corp.
RE: Acquisition Settlement Package
Woodmen Road Corridor Improvements Project (Phase II)
Haag (Parcel 231)
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 12
Mr. Carlentine and Mr. Chaves to initial Pages 1-12

Original Recommendation for Settlement
Mr. Carlentine and Mr. Chaves to sign/date Page 3

Original Warranty Deed
City Attorney and Mr. Cheves to sign/date

Original Warranty Deed
City Attorney and Mr. Cheves 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 Grant of Permanent Public Improvement Easement
City Attorney and Mr. Chaves to initial Pages 1-2
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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, Mr. Carlentine and Mr. Chaves to sign/date Page 2

Original Temporary Construction Easement
City Attorney, Mr. Carlentine 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 **\$109,155.00** MADE
PAYABLE TO **LAND TITLE AS ESCROW AGENT FOR GERALD R. HAAG AND**
JACQUELINE V. HAAG

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: RW231, RW231A-REV1, PE231, PE231A-REV1, PE231B, TE231-REV1, TE231A

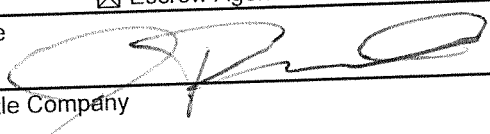
Project No: STU M240-046 Unit II

Location: Woodmen Road, Stinson to Powers

Name: Gerald R. Haag and Jacqueline V. Haag

	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 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-ratio 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	<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

03/05/2015

*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 March, 2015, is by and between Gerald R. Haag and Jacqueline V. Haag ("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. RW231, in fee simple, attached hereto and made a part hereof; and,

See Exhibit B legally describing, and Exhibit B-1 depicting Parcel No. RW231A-REV1, in fee simple, attached hereto and made a part hereof; and,

See Exhibit C legally describing, and Exhibit C-1 depicting Parcel No. PE231, 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. PE231A-REV1, a permanent public improvements easement, attached hereto and made a part hereof; and,

Woodmen Phase II
RES #
Parcel(s) RW231, RW231A-REV1, PE231,
PE231A-REV1, PE231B, TE231-REV1
and TE231A

Property Owner: [Signature] City Ints: [Signature]

Date: 3-5-15 Date: 3-13-15 3/17/15

See Exhibit E legally describing, and Exhibit E-1 depicting Parcel No. PE231B, a permanent public improvements easement, attached hereto and made a part hereof; and,

See Exhibit F legally describing, and Exhibit F-1 depicting Parcel No. TE231-REV1 a temporary construction easement, attached hereto and made a part hereof; and,

See Exhibit G legally describing, and Exhibit G-1 depicting Parcel No. TE231A a temporary construction easement, attached hereto and made a part hereof.

also known as part of 2814 East Woodmen Road and by El Paso County Tax Schedule No. 63100-03-020 (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 One Hundred Nine Thousand One Hundred Fifty-Five and 00/100 Dollars (\$109,155.00) (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

Woodmen Phase II
RES #
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PE231A-REV1, PE231B, TE231-REV1
and TE231A

Property Owner: [Signature] City Ints: [Signature]

Date: 3-15-15 Date: 3.13.15 3/17/15

shall restore surface conditions to a similar condition as exists prior to the project.
The City shall install temporary fence in a manner that maintains a security barrier during the project.

- 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, but no later than 45 days from execution of this contract. City shall have the right to extend the date of Closing if determined such extension is in the best interest of the City.

- 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 RW231, 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 RW231A-REV1, described in Exhibit B and depicted on Exhibit B-1, to the City by

Property Owner: [Signature] City Ints: [Signature]

Date: 3-5-15 Date: 3.13.15 3/17/15

Woodmen Phase II
RES #
Parcel(s) RW231, RW231A-REV1, PE231,
PE231A-REV1, PE231B, TE231-REV1
and TE231A

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 PE231, described in Exhibit C and depicted on Exhibit C-1, a permanent easement in and to the Property to the 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 PE231A-REV1, described in Exhibit D and depicted on Exhibit D-1, a permanent easement in and to the Property to the 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.

- f. Permanent Public Improvement Easement. Seller shall convey Parcel PE231B, described in Exhibit E and depicted on Exhibit E-1, a permanent easement in and to the Property to the City by the City's Grant of Permanent Public Improvement Easement, free and clear of any liens or encumbrances whether recorded or unrecorded, but subject to existing easements, conditions and restrictions of record, provided that these are permitted exceptions by the City, insofar as they may lawfully affect the Property.

Woodmen Phase II
RES #
Parcel(s) RW231, RW231A-REV1, PE231,
PE231A-REV1, PE231B, TE231-REV1
and TE231A

Property Owner: [Signature] City Ints: @ MLC

Date: 3-5-15 Date: 3-13-15 7/7/15

- g. Temporary Construction Easement. Seller shall convey Parcel TE231-REV1, a temporary construction easement, as described in **Exhibit F** and depicted on **Exhibit F-1**, to the City by a Grant of 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.

- h. Temporary Construction Easement. Seller shall convey Parcel TE231A, a temporary construction easement, as described in **Exhibit G** and depicted on **Exhibit G-1**, to the City by a Grant of 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.

- i. 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.

- j. 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

Woodmen Phase II
 RES #
 Parcel(s) RW231, RW231A-REV1, PE231,
 PE231A-REV1, PE231B, TE231-REV1
 and TE231A

Property Owner: [Signature] City Ints: [Signature]

Date: 3-5-15 Date: 3.13.15 3/17/15

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.

- k. 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.

- l. 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 Easements, 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.

Woodmen Phase II
RES #
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PE231A-REV1, PE231B, TE231-REV1
and TE231A

Property Owner:  City Ints: @ MCCC

Date: 3-5-15 Date: 3-13-15 3/17/15

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

If to Seller:	If to City:
Gerald R. Haag and Jacqueline V. Haag 2814 East Woodmen Road Colorado Springs, CO 80920 Phone: (719) 963-0886 Cell: E-mail: my2bits@earthlink.net	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.

Woodmen Phase II
RES #
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PE231A-REV1, PE231B, TE231-REV1
and TE231A

Property Owner:  City Ints: 

Date: 3-5-15 Date: 3.13.15 3/17/15

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.

Woodmen Phase II
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PE231A-REV1, PE231B, TE231-REV1
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Property Owner:  City Ints: 

Date: 3-5-15 Date: 3-13-15 3/17/15

- 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

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 PE231A-REV1, PE231B, TE231-REV1
 and TE231A

Property Owner: [Signature] City Ints: @ [Signature]

Date: 3-5-15 Date: 3.13.15 3/17/18

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
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PE231A-REV1, PE231B, TE231-REV1
and TE231A

Property Owner: [Signature] City Ints: [Signature]

Date: 3-5-15 Date: 3.13.15 3/17/15

VII. SIGNATURE PAGES

Seller: Gerald R. Haag and Jacqueline V. Haag

By: [Signature]
Gerald R. Haag

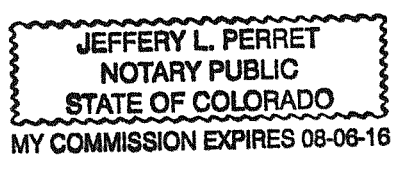
3-5-2015
Date

By: [Signature]
Jacqueline V. Haag

3-5-2015
Date

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

The foregoing instrument was acknowledged before me this 5th day of March, 2015, by Gerald R. Haag and Jacqueline V. Haag.



Witness my hand and official seal

My commission Expires: 08-06-16

[Signature]
Notary Public

INTENTIONALLY LEFT BLANK
CITY'S SIGNATURE PAGE FOLLOWS

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and TE231A

Property Owner: [Signature] City Ints: [Signature]

Date: 3-5-15 Date: 3.13.15 3/17/15

CITY OF COLORADO SPRINGS:

By: Ronn Carlentine
Ronn Carlentine
Manager, Real Estate Services

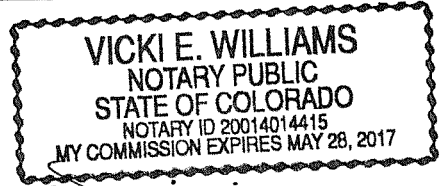
3.13.15
Date

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

The foregoing instrument was acknowledged before me this 13th day of MARCH, 2015, by Ronn Carlentine as Real Estate Services Manager for the City of Colorado Springs, Colorado.

Witness my hand and official seal

My commission Expires: 05-28-2017



Vicki E. Williams
Notary Public

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

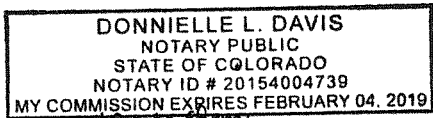
3-15-18
Date

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

The foregoing instrument was acknowledged before me this 18th day of March, 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: Feb 4 2019



[Signature]
Notary Public

Approved as to form:

[Signature]
City Attorney

19 Mar 2015
Date

Woodmen Phase II
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PE231A-REV1, PE231B, TE231-REV1
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Property Owner: [Signature] City Ints: @ MCCC

Date: 3-5-15 Date: 3.13.15 3/17/15

EXHIBIT "A"

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

DESCRIPTION

A tract or parcel No. RW231 of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 23 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:

The point of beginning at the southeast corner of said lot 23;

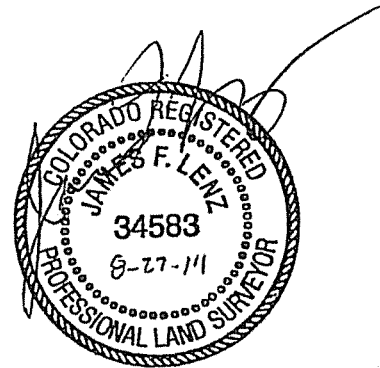
- 1) Thence S89°25'29"W on the south line of lot 23, a distance of 352.00 feet to the southwest corner of said lot 23;
- 2) Thence N00°28'31"W on the west line of lot 23, a distance of 75.00 feet;
- 3) Thence N89°25'29"E a distance of 54.11 feet;
- 4) Thence S83°29'20"E a distance of 72.96 feet;
- 5) Thence N89°25'29"E a distance of 82.18 feet;
- 6) Thence S87°22'42"E a distance of 143.50 feet to the east line of said lot 23;
- 7) Thence S00°28'31"E on said east line, a distance of 58.00 feet to the point of beginning.

The above tract of land contains 23,471 square feet or 0.539 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.

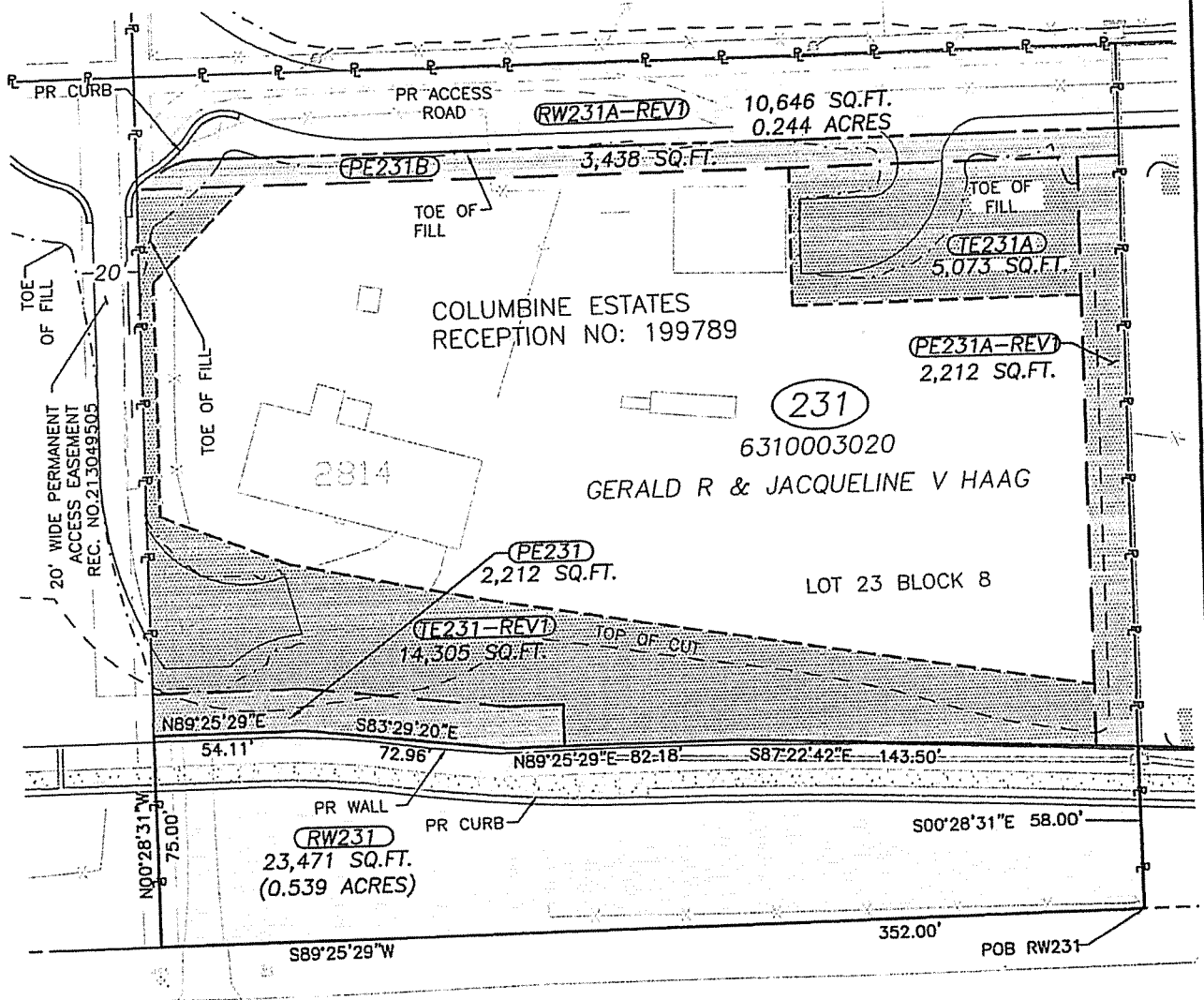
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "A-1"

PARCEL NO. RW231 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



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

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

EXHIBIT "B"

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

DESCRIPTION

A tract or parcel No. RW231A-REV1 of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 23 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 23;

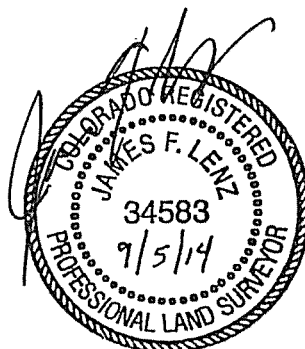
- 1) Thence N89°25'29"E on the north line of lot 23, a distance of 352.00 feet to the northeast corner of said lot 23;
- 2) Thence S00°28'31"E on the east line of lot 23, a distance of 30.00 feet;
- 3) Thence S89°25'29"W a distance of 329.81 feet to a point of curve to the left;
- 4) Thence on the arc of said curve, having a radius of 25.00 feet, a delta angle of 62°41'50", an arc length of 27.36 feet, whose long chord bears S58°04'34"W a distance of 26.01 feet to the west line of said lot 23;
- 5) Thence N00°28'31"W on said west line, a distance of 43.53 feet to the point of beginning.

The above tract of land contains 10,646 square feet or 0.244 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.

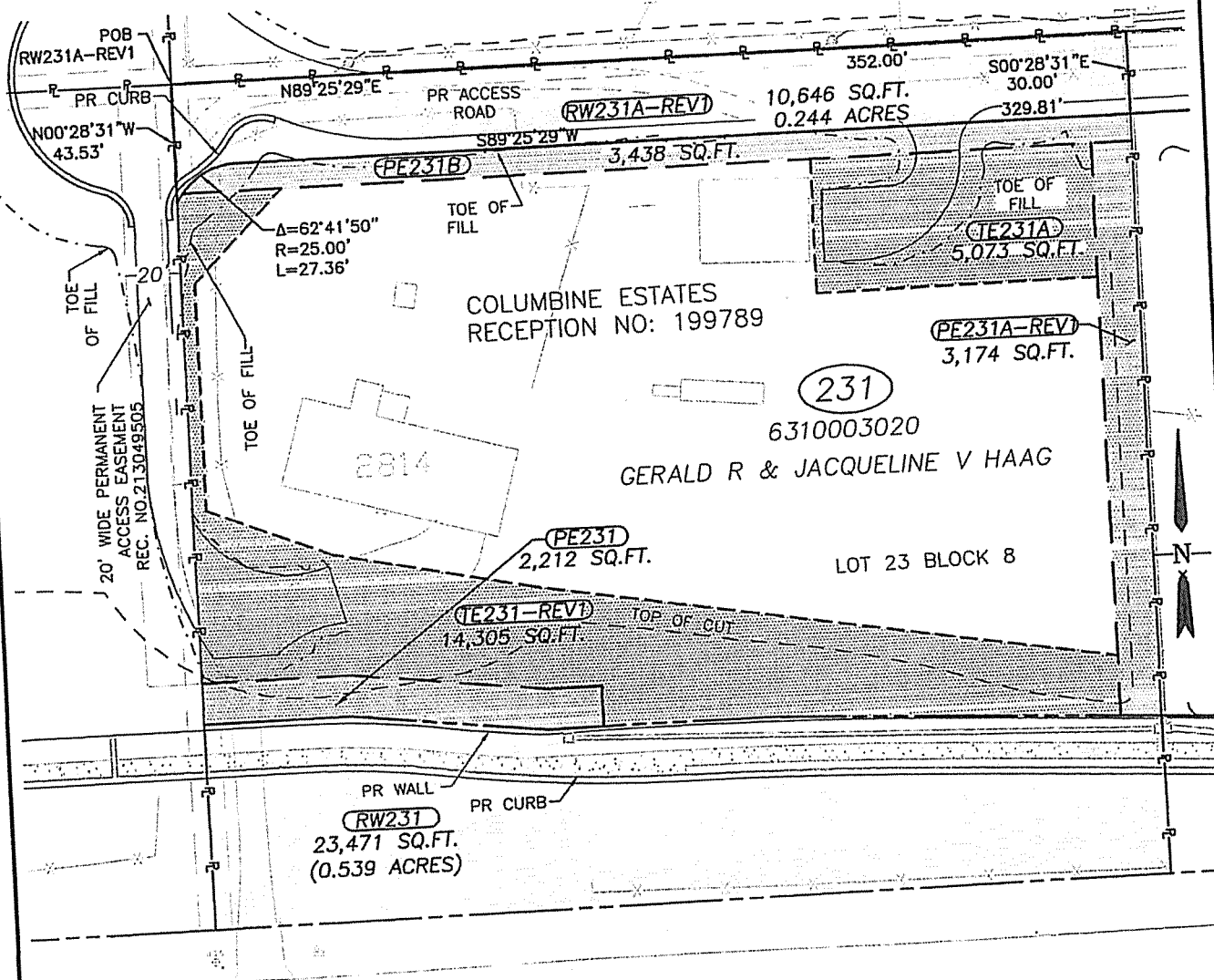
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "B-1"

PARCEL NO. RW231A-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



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

LEGEND

- NEW ROW
- PERMANANT 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: Wall Maintenance

DESCRIPTION

A tract or parcel No. PE231 of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 23, 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 southwest corner of said lot 23 Block 8, Thence N00°28'31"W on west line of said lot 23, a distance of 75.00 feet to the Point of Beginning;

- 1) Thence N00°28'31"W continuing on said west line, a distance of 15.00 feet;
- 2) Thence N89°25'29"E a distance of 55.01 feet;
- 3) Thence S83°29'20"E a distance of 72.96 feet;
- 4) Thence N89°25'29"E a distance of 19.52 feet;
- 5) Thence S00°34'31"E a distance of 15.00 feet;
- 6) Thence S89°25'29"W a distance of 20.45 feet;
- 7) Thence N83°29'20"W a distance of 72.96 feet;
- 8) Thence S89°25'29"W a distance of 54.11 feet to the point of beginning.

The above tract of land contains 2,212 square feet or 0.051 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.

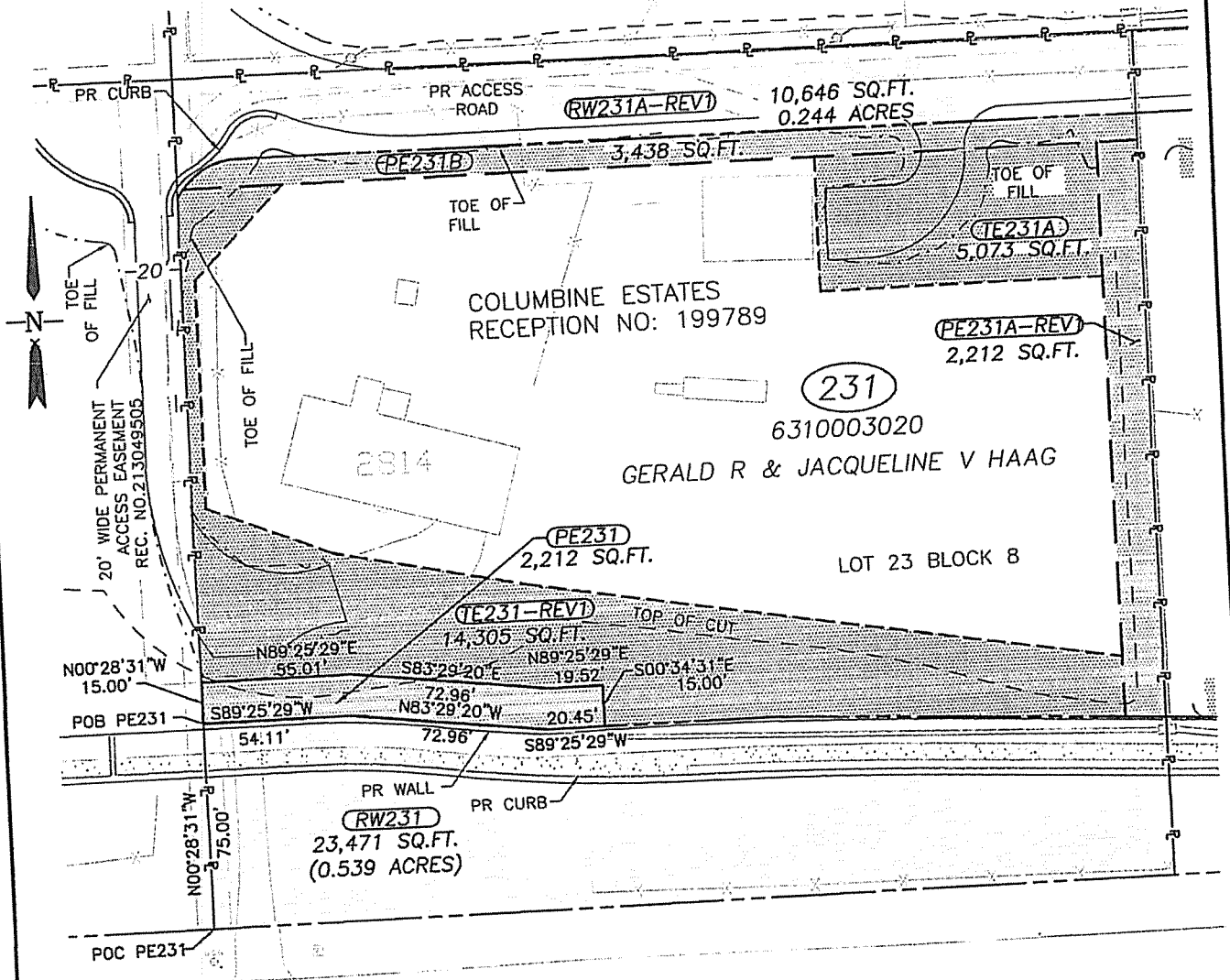
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "C-1"

PARCEL NO. PE231 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



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

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

EXHIBIT "D"

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. PE231A-REV1 of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 23 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 northeast corner of said lot 23, Thence S00°28'31"E on the east line of said lot 23, a distance of 40.00 feet to the point of beginning;

- 1) Thence S00°28'31"E continuing on the east line of said lot 23, a distance of 212.00 feet;
- 2) Thence N87°22'42"W a distance of 15.02 feet;
- 3) Thence N00°28'31"W a distance of 211.16 feet;
- 4) Thence N89°25'29"E a distance of 15.00 feet to the point of beginning.

The above tract of land contains 3,174 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.

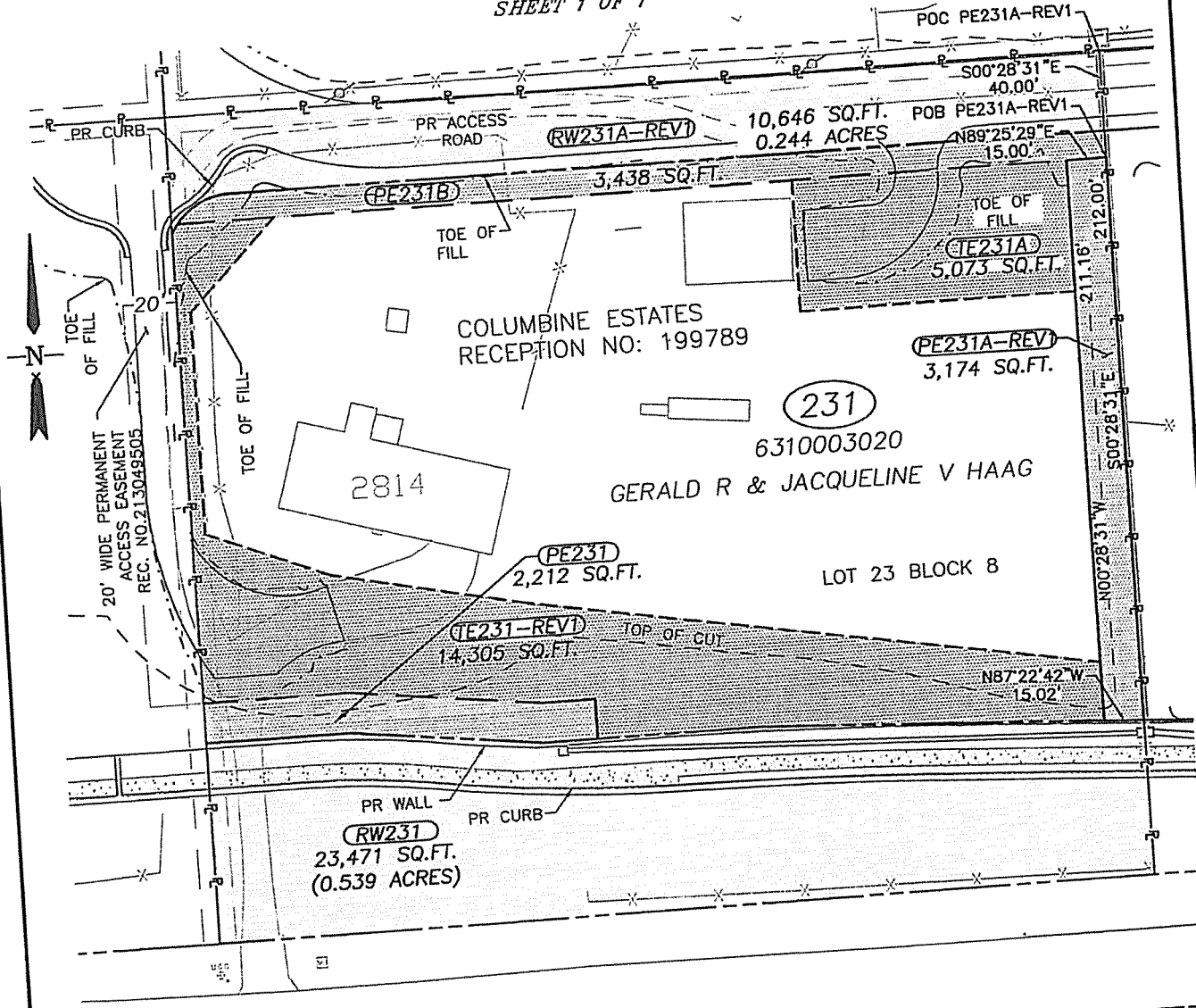
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "D-1"

PARCEL NO. PE231A-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



COLUMBINE ESTATES
 RECEPTION NO: 199789

231
 6310003020
 GERALD R & JACQUELINE V HAAG

LOT 23 BLOCK 8

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

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

EXHIBIT "E"

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

DESCRIPTION

A tract or parcel No. PE231B of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 23 Block 8, of Columbine Estates recorded with reception No. 199789 in the records of El Paso County, Colorado, located in the NW 1/4 of Section 10, Township 13 South, and Range 66 West of the 6th Principal Meridian, City of Colorado Springs, El Paso County, Colorado, more particularly described as follows:

Commencing at the Northeast corner of said lot 23, Thence S00°28'31"E on the east line of said lot 23, a distance of 30.00 feet to the point of beginning;

- 1) Thence S00°28'31"E continuing on said east line, a distance of 10.00 feet;
- 2) Thence S89°25'29"W a distance of 349.79 feet to a non tangent curve to the right;
- 3) 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 N62°51'35"E a distance of 22.36 feet;
- 4) Thence N89°25'29"E a distance of 329.81 feet to the point of beginning.

The above tract of land contains 3,438 square feet or 0.079 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.

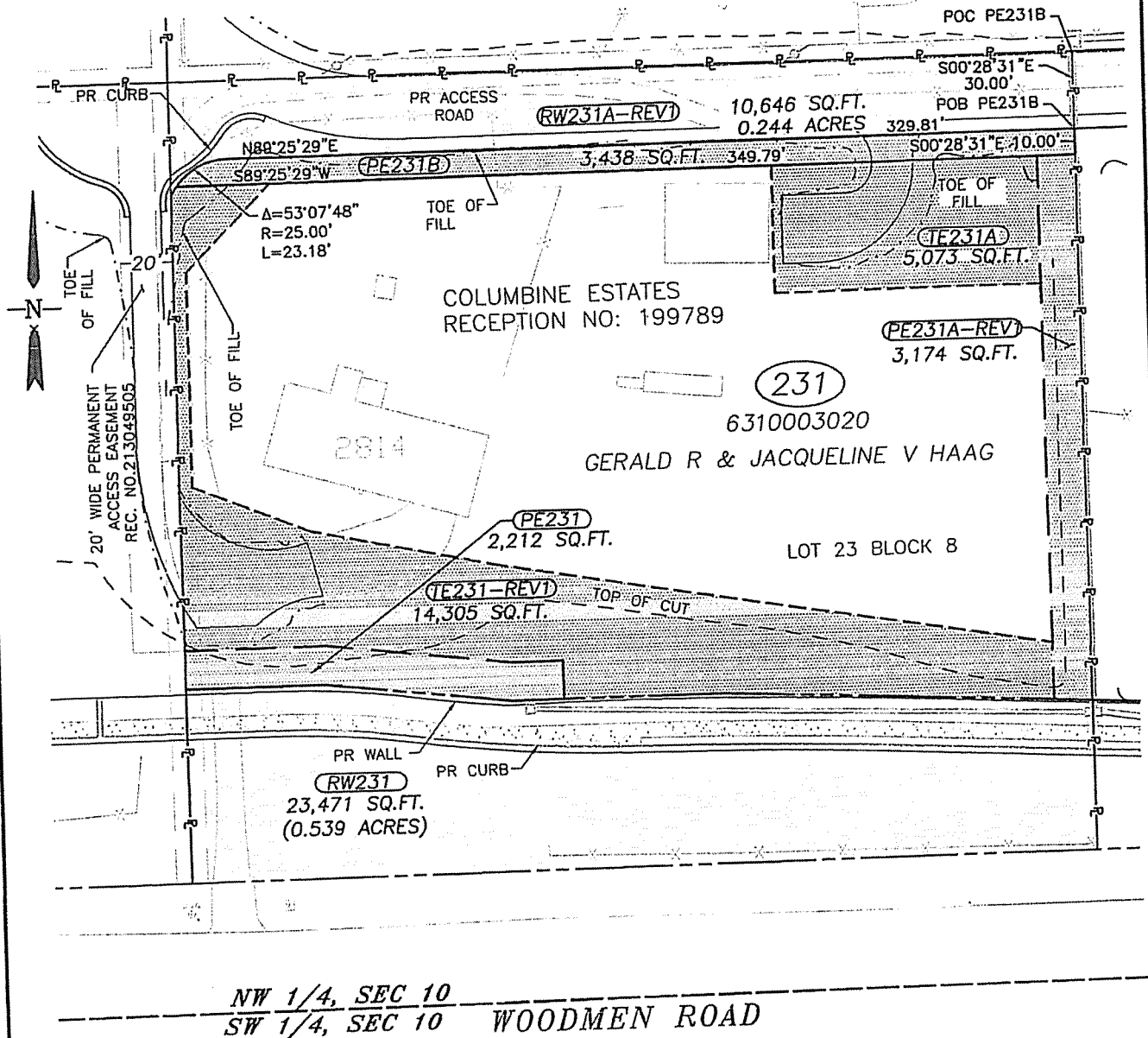
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "E-1"

PARCEL NO. PE231B 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



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

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

EXHIBIT "F"

Project No. STU M240-046 Unit II

Project Code: 12717

Date: August 1, 2014

Easement Purpose: Construction and Grading of Woodmen Road and Access road

DESCRIPTION

A tract or parcel No. TE231-REV1 of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 23, Block 8, of Columbine Estates recorded with reception No. 199789 in the records of El Paso County, Colorado, located in the NW 1/4 of Section 10, Township 13 South, and Range 66 West of the 6th Principal Meridian, City of Colorado Springs, El Paso County, Colorado, more particularly described as follows:

Commencing at the Southwest corner of said lot 23, thence N00°28'31"W on the west line of lot 23 a distance of 90.00 feet to the point of beginning;

- 1) Thence N00°28'31"W continuing on said west line, a distance of 176.47 feet to non tangent curve to the right;
- 2) Thence on the arc of said curve, having a radius of 25.00 feet, a delta angle of 09°34'01", an arc length of 4.17 feet, whose long chord bears N31°30'40"E a distance of 4.17 feet;
- 3) Thence N89°25'29"E a distance of 36.31 feet;
- 4) Thence S44°28'29"W a distance of 47.44 feet;
- 5) Thence S00°28'31"E a distance of 83.09 feet;
- 6) Thence S68°23'28"E a distance of 49.05 feet;
- 7) Thence S78°25'34"E a distance of 73.47 feet;
- 8) Thence S80°26'21"E a distance of 218.03 feet;
- 9) Thence S00°28'31"E a distance of 22.21 feet;
- 10) Thence N87°22'42"W a distance of 128.48 feet;
- 11) Thence S89°25'29"W a distance of 61.74 feet;
- 12) Thence N00°34'31"W a distance of 15.00 feet;
- 13) Thence S89°25'29"W a distance of 19.52 feet;
- 14) Thence N83°29'20"W a distance of 72.96 feet;
- 15) Thence S89°25'29"W a distance of 55.01 feet to the point of beginning.

The above tract of land contains 14,305 square feet or 0.328 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.

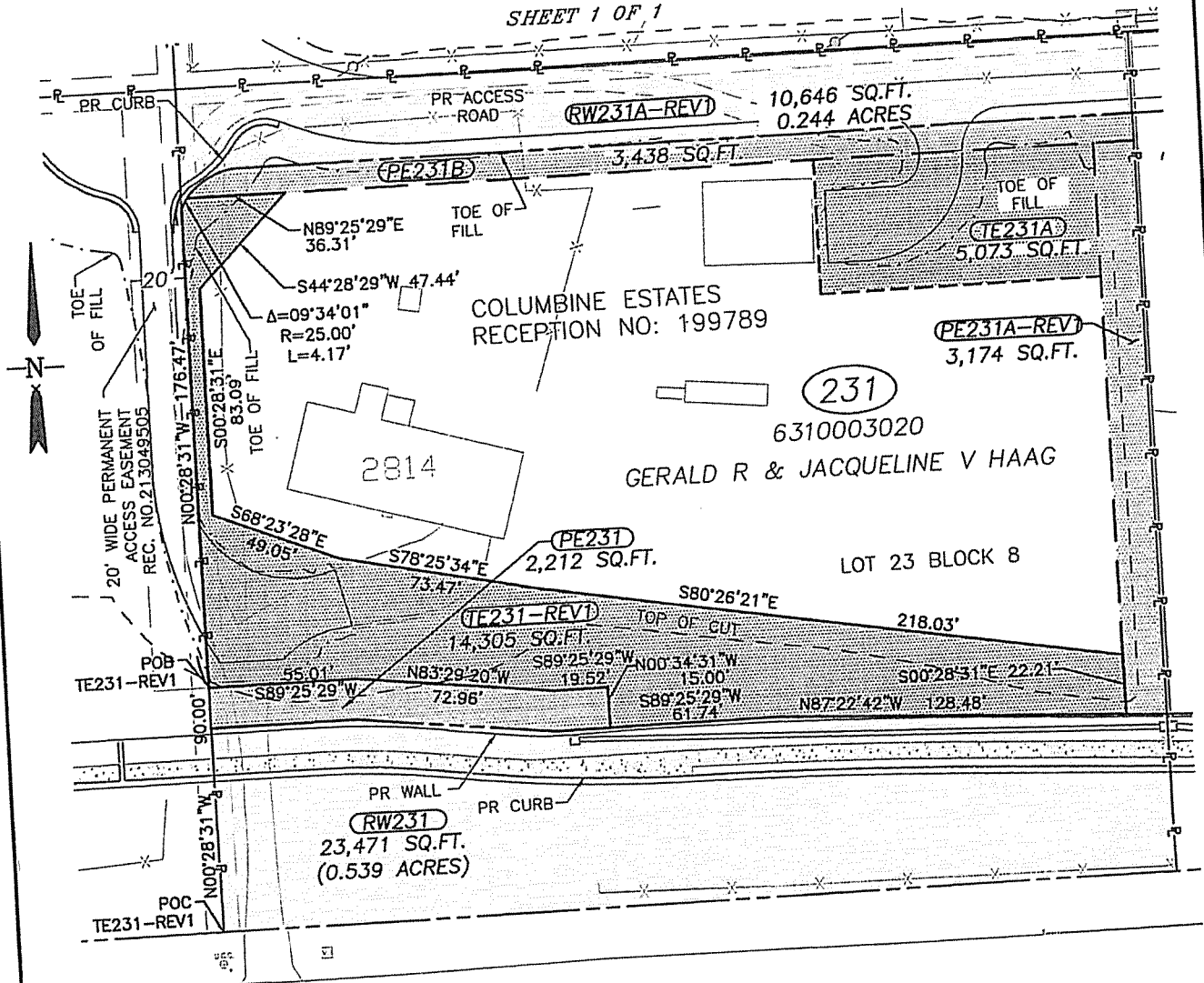
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "F-1"

PARCEL NO. TE231-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



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

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 "G"

Project No. STU M240-046 Unit II
Project Code: 12717
Date: August 1, 2014
Easement Purpose: Construction and grading of Driveway

DESCRIPTION

A tract or parcel No. TE231A of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 23 Block 8, of Columbine Estates recorded with reception No. 199789 in the records of El Paso County, Colorado, located in the NW 1/4 of Section 10, Township 13 South, and Range 66 West of the 6th Principal Meridian, City of Colorado Springs, El Paso County, Colorado, more particularly described as follows:

Commencing at the Northeast corner of said lot 23, Thence S20°04'07"W a distance of 42.74 feet to the point of beginning;

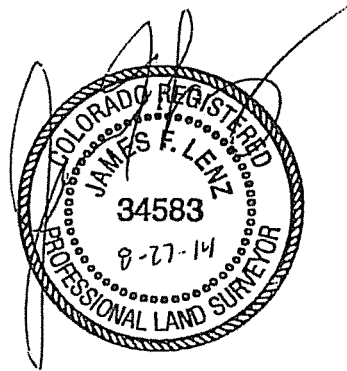
- 1) Thence S00°28'31"E a distance of 49.20 feet;
- 2) Thence S89°25'29"W a distance of 103.11 feet;
- 3) Thence N00°28'31"W a distance of 49.20 feet;
- 4) Thence N89°25'29"E a distance of 103.11 feet to the point of beginning.

The above tract of land contains 5,073 square feet or 0.116 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.

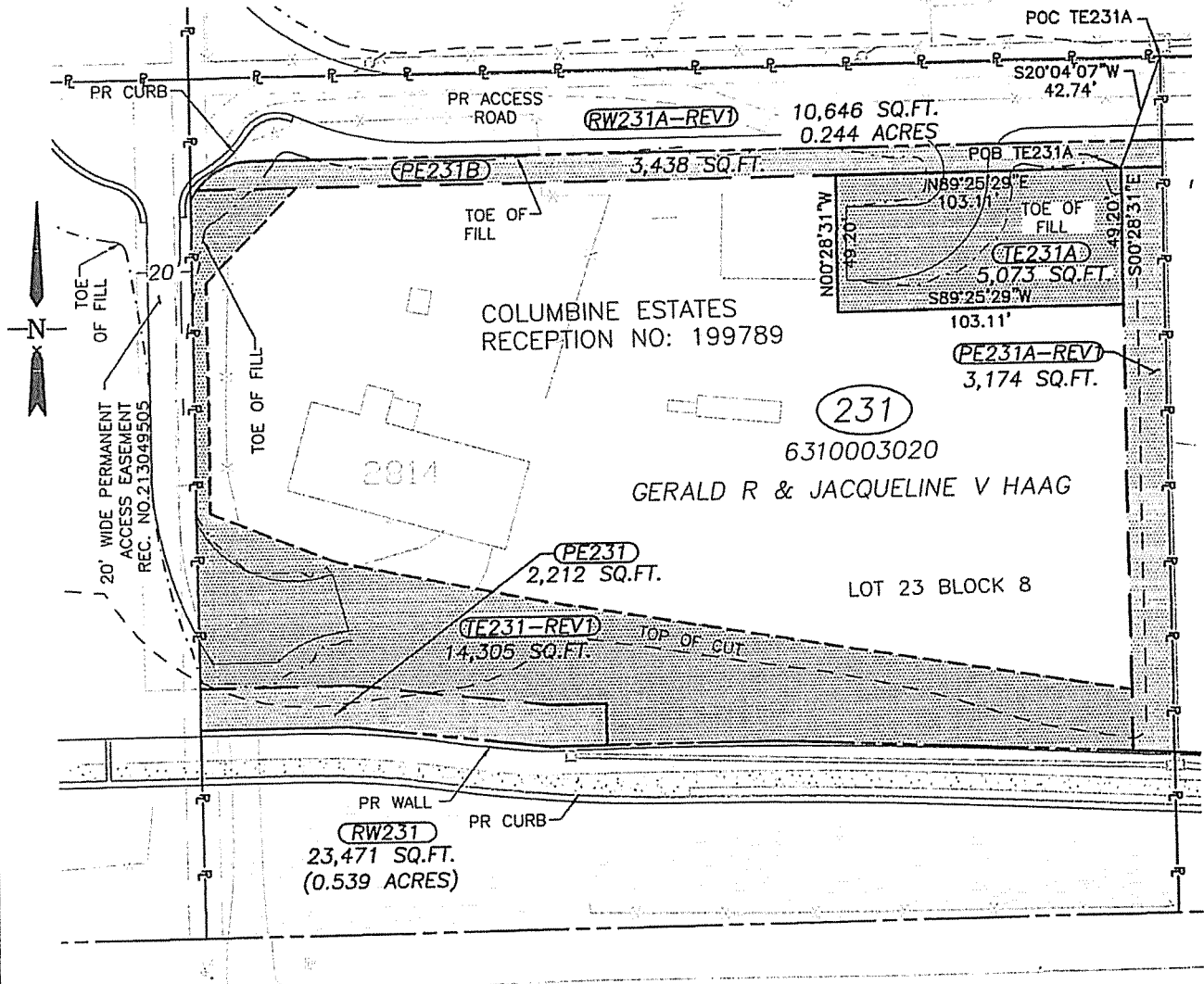
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "G-1"

PARCEL NO. TE231A 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



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

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

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

REGION:	2	PARCEL NO:	RW231, RW231A-REV1, PE231, PE231A-REV1, PE231B, TE231-REV1, and TE231A
PROJECT NO:	STU M240-046 Unit II	OWNER NAME:	Gerald R. Haag and Jacqueline V. Haag
PROJECT CODE:	12717	COUNTY:	El Paso
LOCATION:	Woodmen Road - Colorado Springs	TRIAL DATE:	N/A
DOT ATTY:	N/A	AG NO:	N/A

- | | |
|--|---|
| <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:	\$	\$109,155.00
The established fair market value is:	\$	\$108,000.00
The amount of variance is:	\$	\$ 1,155.00

SUPPORT DATA

Owner Appraisal	\$ 109,155.00	Appraiser	Claes Hultgren, Jr., MAI
Second Owner Appraisal (if Applicable)	\$ N/A	Appraiser	N/A
City Appraisal	\$ 108,000.00	Appraiser	Kyle L. Wigington
Second CITY Appraisal	\$ N/A	Appraiser	N/A

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 Gerald R. Haag and Jacqueline V. Haag ("Owner"). The Owner's property is located approximately 300 feet east of the northeast corner of Woodmen Road and Union Blvd in Colorado Springs. The Owner's property is legally described as Lot 23, Block 8, Columbine Estates, County of El Paso, State of Colorado, and is further identified by El Paso County Assessor Parcel No. 6310003020. 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 1,412 square foot ranch style, frame construction single family residence, with partial perimeter cedar wood fence and a detached garage.

The parcels to be acquired by the City are: RW231 and RW231A-REV1, each a partial acquisition in fee simple; PE231, a permanent easement for the purpose of wall maintenance; PE231A-REV1, a permanent easement for the purpose of storm drain maintenance; PE231B, a permanent utility easement; TE-231A, a temporary easement for the purpose of construction and grading of driveway; and TE-231 REV, a temporary easement for construction and grading. Portions of the Owner's fence and landscape are impacted by the Project. The remaining vertical improvements are unaffected by the Project. 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 31, 2014. Mr. Wigington concluded the highest and best use for the property as residential. Mr. Wigington's appraisal concluded a total value of the property and improvements to be acquired of \$108,000.00. The breakdown of the approved fair market value is as follows:

Parcel RW231 (fee simple)	23,471 sf @ \$1.70/sf	= \$ 39,901.00
Parcel RW231A-REV1 (fee simple)	10,646 sf @ \$1.70/sf	= \$ 18,098.00
PE231 (permanent easement)	2,212 sf @ \$1.70/sf x 75%	= \$ 2,820.00
PE231A-REV1 (permanent easement)	3,174 sf @ \$1.70/sf x 75%	= \$ 4,047.00
PE231B (permanent easement)	3,438 sf @ \$1.70/sf x 75%	= \$ 4,383.00
Improvements fence, landscape, asphalt		= \$ 35,417.00
TE231-REV1 (temporary easement)	14,305 sf @ \$1.70/sf x 10%/annum	= \$ 2,432.00
TE231A (temporary easement)	2,998 sf @ \$1.70/sf x 10%/annum	= \$ 862.00
Damages		= \$ 0.00
TOTAL		= \$108,000.00 (R)

The City's appraisal was reviewed by CDOT, and the City's approved Fair Market Value was \$108,000.00, based upon said appraisal. The offer to acquire in the amount of \$108,000.00, dated January 9, 2015, was presented by an agent with TRS.

The Owner obtained an independent appraisal from Claes Hultgren Jr., MAI, whose appraised value of Project Parcels, improvements, and compensable damages was \$109,155.00. Each appraiser utilized sales of other properties that sold within similar markets.

Upon negotiations with the Owner, the Owner countered the City's offer requesting a settlement amount of \$109,155.00. The counter offer is approximately 1% above the approved offer amount. The settlement represents the higher of the two appraisal values. Certain adjustments within the appraisals are subjective, and there are modest differences as to how the appraisers derived their values. The Owner's appraisal has identified damages as a result of proximity to Woodmen Road, while the City's appraisal has a higher value for the improvements. An agreement of \$109,155.00, with a gross difference of about 1% as proposed by the Owner, is a fair settlement to both parties.

The settlement as proposed will resolve this matter amenably 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: Wayne Trindle 3/10/15
Date
 CDOT Region 2, ROW Manager

CITY OF COLORADO SPRINGS APPROVAL

Recommend Settlement: [Signature] 3/6/15
Date
 Right of Way Specialist
TRS Corp
On behalf of the City of CO Springs

Approved for Settlement: [Signature] 3.13.15
Date
Real Estate Svcs. Mgr. City of CO Springs

[Signature] 3/17/15
Date
Senior Civil Engineer, City of CO Springs

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.

WARRANTY DEED

Gerald R. Haag and Jacqueline V. Haag, whose street address is 2814 East Woodmen Road, City of Colorado Springs, County of El Paso and State of Colorado, for the consideration of Thirty-Nine Thousand Nine Hundred One and 00/100 Dollars (\$39,901.00), 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:

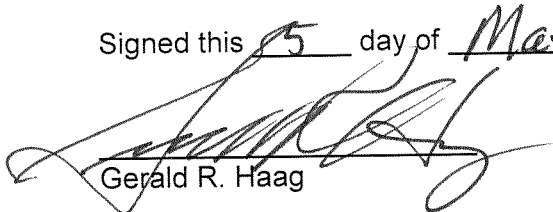
See RW231 Exhibits A and B attached hereto and made a part hereof

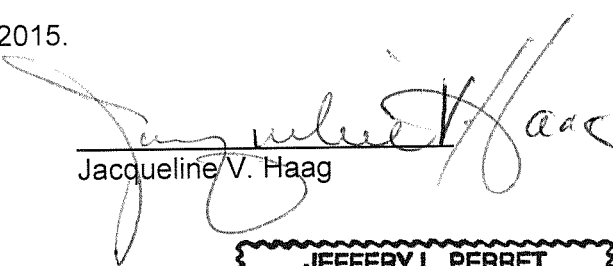
also known by street and number as: a portion of 2814 East Woodmen Road, Colorado Springs, CO

assessor's schedule or parcel number: a portion of TSN: 63100-03-020

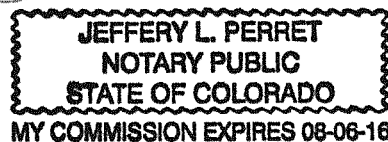
with all its appurtenances and warrants the title to the same subject to easements, conditions and restrictions of record.

Signed this 15 day of March, 2015.


Gerald R. Haag


Jacqueline V. Haag

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



The foregoing instrument was acknowledged before me this 5th day of March, 2015 by Gerald R. Haag and Jacqueline V. Haag.

Witness my hand and official seal.

My Commission expires: 08-06-16

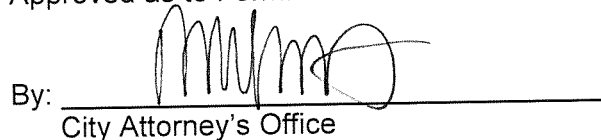

Notary Public

Accepted by the City of Colorado Springs

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

By: Michael A. Chaves this 17 day of March, 2015
Michael A. Chaves, Senior Civil Engineer

Approved as to Form:

By: 
City Attorney's Office

Date: 19 Mar 2015

EXHIBIT "A"

Project No. STU M240-046 Unit II

Project Code: 12717

Date: August 1, 2014

DESCRIPTION

A tract or parcel No. RW231 of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 23 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:

The point of beginning at the southeast corner of said lot 23;

- 1) Thence S89°25'29"W on the south line of lot 23, a distance of 352.00 feet to the southwest corner of said lot 23;
- 2) Thence N00°28'31"W on the west line of lot 23, a distance of 75.00 feet;
- 3) Thence N89°25'29"E a distance of 54.11 feet;
- 4) Thence S83°29'20"E a distance of 72.96 feet;
- 5) Thence N89°25'29"E a distance of 82.18 feet;
- 6) Thence S87°22'42"E a distance of 143.50 feet to the east line of said lot 23;
- 7) Thence S00°28'31"E on said east line, a distance of 58.00 feet to the point of beginning.

The above tract of land contains 23,471 square feet or 0.539 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.

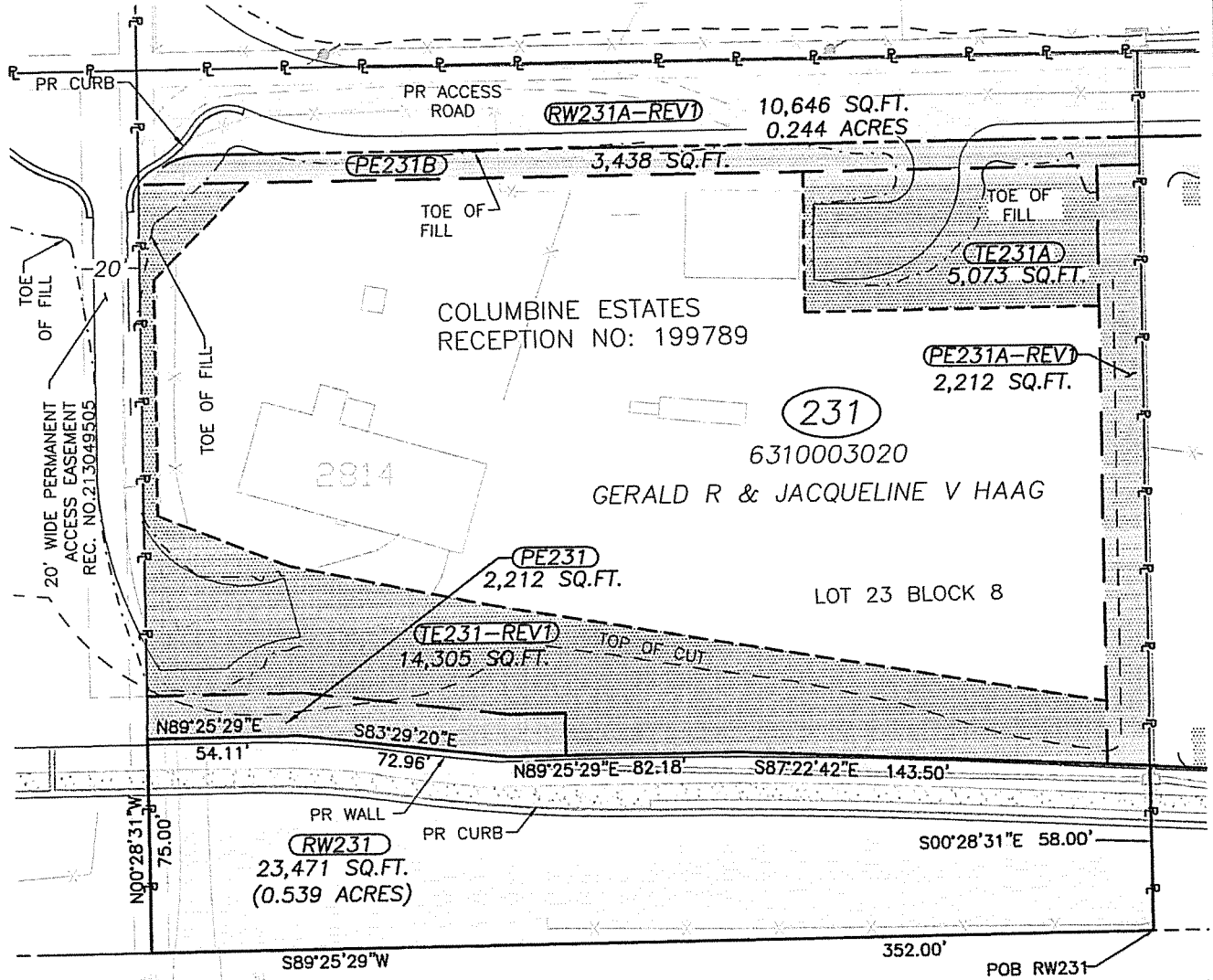
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "B"

PARCEL NO. RW231 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



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



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

EXHIBIT "A"

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

DESCRIPTION

A tract or parcel No. RW231A-REV1 of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 23 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 23;

- 1) Thence N89°25'29"E on the north line of lot 23, a distance of 352.00 feet to the northeast corner of said lot 23;
- 2) Thence S00°28'31"E on the east line of lot 23, a distance of 30.00 feet;
- 3) Thence S89°25'29"W a distance of 329.81 feet to a point of curve to the left;
- 4) Thence on the arc of said curve, having a radius of 25.00 feet, a delta angle of 62°41'50", an arc length of 27.36 feet, whose long chord bears S58°04'34"W a distance of 26.01 feet to the west line of said lot 23;
- 5) Thence N00°28'31"W on said west line, a distance of 43.53 feet to the point of beginning.

The above tract of land contains 10,646 square feet or 0.244 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.

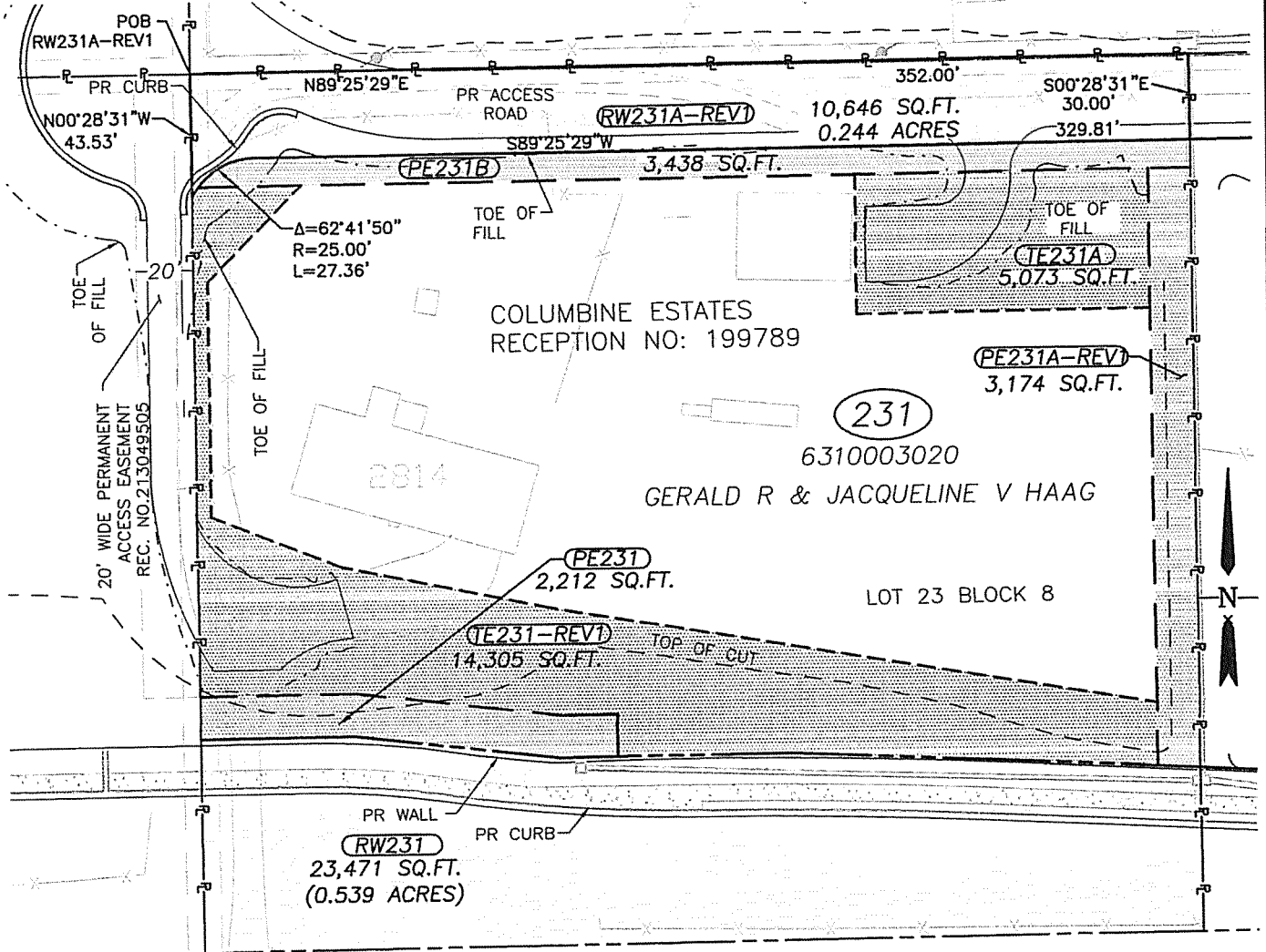
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "B"

PARCEL NO. RW231A-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



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

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

Gerald R. Haag and Jacqueline V. Haag, whose legal address is 2814 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 Forty-Seven and 00/100 Dollars (\$4,047.00), 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 2814 East Woodmen Road, Colorado Springs, Colorado, and known as El Paso County Tax Schedule Number 63100-03-020 ("Grantor's Property").

The exact location of the Easement PE231A-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: [Signature] City Ints: [Signature]
Date: 3-5-15 Date: 3-13-15 3/17/15

IN WITNESS WHEREOF, Grantor and City and have executed this Grant of Permanent Public Improvement Easement this 5 day of March, 2015.

[Signature]
Gerald R. Haag

[Signature]
Jacqueline V. Haag

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

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

The foregoing instrument was acknowledged before me this 5th day of March, 2015 by Gerald R. Haag and Jacqueline V. Haag.

Witness my hand and official seal.

My Commission expires: 08-06-16

[Signature]
Notary Public

City of Colorado Springs:

By: _____
Ronn Carlentine, Real Estate Services Manager

Date

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

3/17/15
Date

Approved as to form: [Signature]

City Attorney's Office

19 Mar 15
Date

RES File # _____

Grantor Int: [Signature] City Ints: [Signature]
Date: 3-5-15 Date: 3-13-15

**JOINDER AND CONSENT OF HOLDER
OF DEED OF TRUST**

Bank of America, N.A., as holder of a deed of trust from **Gerald R. Haag and Jacqueline V. Haag**, ("Grantor") dated September 23, 2011, and recorded among the real property records of El Paso County, Colorado at Reception No. 211092522 from the Grantor, to the Public Trustee of El Paso County, Colorado for the benefit of Bank of America, N.A., hereby joins in the aforesaid Permanent Easement Agreement for the sole purpose of expressing its consent to the Permanent Easement Agreement and to binding, subjecting and subordinating the Deeds of Trust it holds and its interest in any portion of the Property to the terms of the Permanent Easement Agreement.

WITNESS:

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ as _____ of _____.

Witness my hand and official seal

My Commission Expires: _____

Notary Public

Approved WPM 04-29-09

RES File # _____

Grantor Int: [Signature] City Ints: @ MAC
Date: 3-5-15 Date: 3-13-15 3/17/15

JOINDER AND CONSENT OF LIEN HOLDER

TBF Financial LLC, as holder of a judgment against **Jacqueline Vera Haag, DBA Mother's House Publishing**, ("Grantor") dated May 17, 2011, and recorded among the real property records of El Paso County, Colorado at Reception No. 211056018, hereby joins in the aforesaid Permanent Easement Agreement for the sole purpose of expressing its consent to the Permanent Easement Agreement and to binding, subjecting and subordinating the Deeds of Trust it holds and its interest in any portion of the Property to the terms of the Permanent Easement Agreement.

WITNESS:

By: _____
 Name: _____
 Title: _____

STATE OF _____)
) ss
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by _____ as _____ of _____.

Witness my hand and official seal

My Commission Expires: _____

 Notary Public

RES File # _____

Grantor Int: [Signature] City Ints: @ JH OC
 Date: 3-5-15 Date: 3-13-15 3/17/15

JOINDER AND CONSENT OF LIEN HOLDER

Credit Service Company Inc., as holder of a judgment against Gerald R. Haag, ("Grantor") dated October 1, 2013, and recorded among the real property records of El Paso County, Colorado at Reception No. 213149736, hereby joins in the aforesaid Permanent Easement Agreement for the sole purpose of expressing its consent to the Permanent Easement Agreement and to binding, subjecting and subordinating the Deeds of Trust it holds and its interest in any portion of the Property to the terms of the Permanent Easement Agreement.

WITNESS:

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by _____ as _____ of _____.

Witness my hand and official seal

My Commission Expires: _____

Notary Public

RES File # _____

Grantor Int: [Signature] City Ints: @ MK
Date: 3-13-15 Date: 3-13-15 2/1/15

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. PE231A-REV1 of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 23 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 northeast corner of said lot 23, Thence S00°28'31"E on the east line of said lot 23, a distance of 40.00 feet to the point of beginning;

- 1) Thence S00°28'31"E continuing on the east line of said lot 23, a distance of 212.00 feet;
- 2) Thence N87°22'42"W a distance of 15.02 feet;
- 3) Thence N00°28'31"W a distance of 211.16 feet;
- 4) Thence N89°25'29"E a distance of 15.00 feet to the point of beginning.

The above tract of land contains 3,174 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.

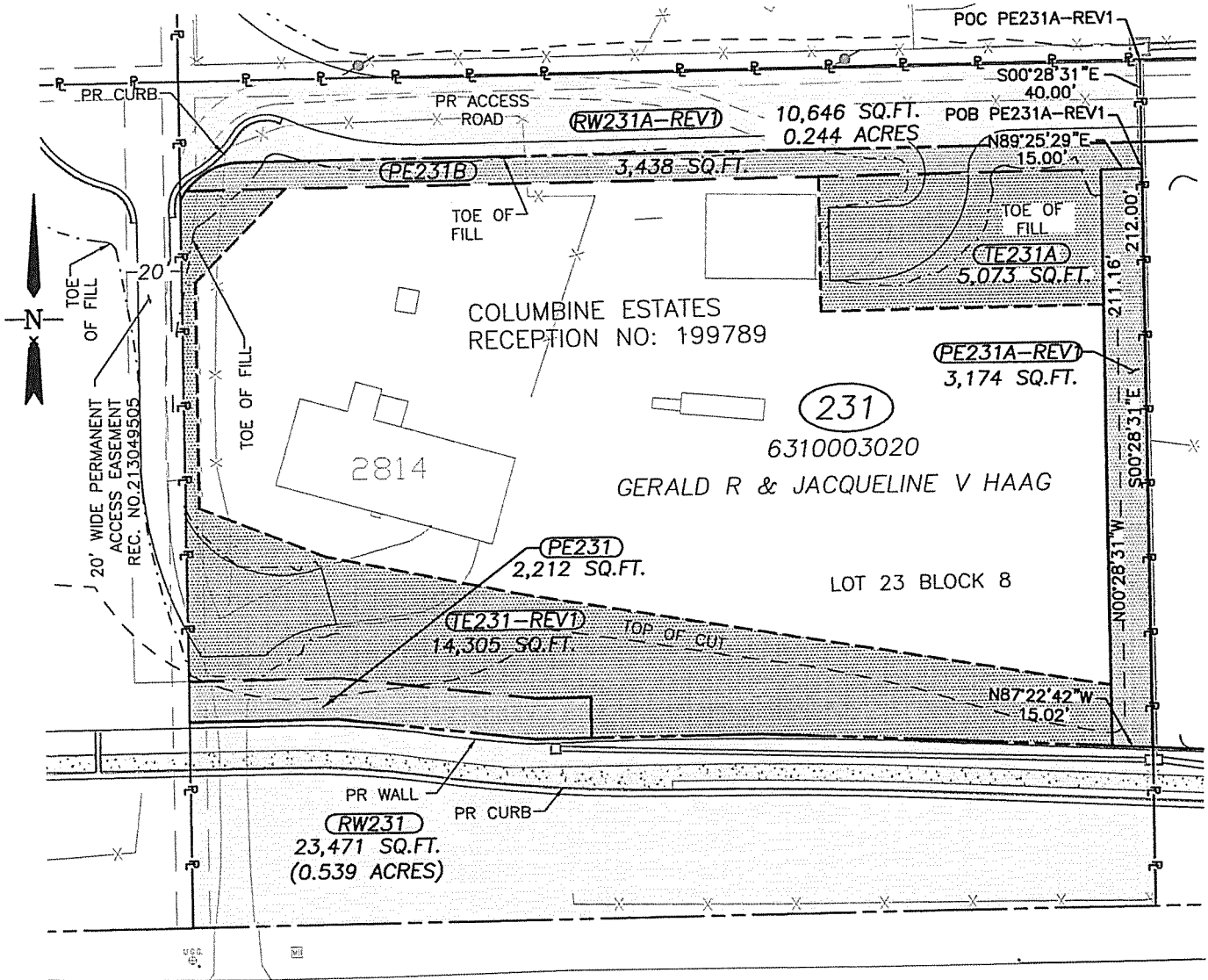
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "B"

PARCEL NO. PE231A-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



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

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
PERMANANT 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

Gerald R. Haag and Jacqueline V. Haag, whose legal address is 2814 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 Three Hundred Eighty-Three and 00/100 Dollars (\$4,383.00), 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 2814 East Woodmen Road, Colorado Springs, Colorado, and known as El Paso County Tax Schedule Number 63100-03-020 ("Grantor's Property").

The exact location of the Easement PE231B (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 # _____

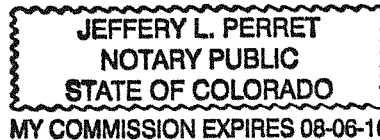
Grantor Int: RS City Ints: @
Date: 3-5-15 Date: 3-18-15

IN WITNESS WHEREOF, Grantor and City and have executed this Grant of Permanent Public Improvement Easement this 5 day of March, 2015.

[Signature]
Gerald R. Haag

[Signature]
Jacqueline V. Haag

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



The foregoing instrument was acknowledged before me this 5th day of March, 2015 by Gerald R. Haag and Jacqueline V. Haag.

Witness my hand and official seal.

My Commission expires: 08-06-16

[Signature]
Notary Public

City of Colorado Springs:

By: _____
Ronn Carlentine, Real Estate Services Manager

Date

By: [Signature]
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: [Signature]
Date: 3-5-15 Date: 3-13-15 3/21/15

**JOINDER AND CONSENT OF HOLDER
OF DEED OF TRUST**

Bank of America, N.A., as holder of a deed of trust from **Gerald R. Haag and Jacqueline V. Haag**, ("Grantor") dated September 23, 2011, and recorded among the real property records of El Paso County, Colorado at Reception No. 211092522 from the Grantor, to the Public Trustee of El Paso County, Colorado for the benefit of Bank of America, N.A., hereby joins in the aforesaid Permanent Easement Agreement for the sole purpose of expressing its consent to the Permanent Easement Agreement and to binding, subjecting and subordinating the Deeds of Trust it holds and its interest in any portion of the Property to the terms of the Permanent Easement Agreement.

WITNESS:

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by _____ as _____ of _____.

Witness my hand and official seal

My Commission Expires: _____

Notary Public

Approved WPM 04-29-09

RES File # _____

Grantor Int: [Signature] City Ints: @ nec
Date: 3-5-15 Date: 3-13-15 2/17/15

JOINDER AND CONSENT OF LIEN HOLDER

TBF Financial LLC, as holder of a judgment against **Jacqueline Vera Haag, DBA Mother's House Publishing**, ("Grantor") dated May 17, 2011, and recorded among the real property records of El Paso County, Colorado at Reception No. 211056018, hereby joins in the aforesaid Permanent Easement Agreement for the sole purpose of expressing its consent to the Permanent Easement Agreement and to binding, subjecting and subordinating the Deeds of Trust it holds and its interest in any portion of the Property to the terms of the Permanent Easement Agreement.

WITNESS:

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by _____ as _____ of _____.

Witness my hand and official seal

My Commission Expires: _____

Notary Public

RES File # _____

Grantor Int: [Signature] City Ints: [Signature]
Date: 3-5-15 Date: 3-13-15 7/17/15

EXHIBIT "A"

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

DESCRIPTION

A tract or parcel No. PE231B of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 23 Block 8, of Columbine Estates recorded with reception No. 199789 in the records of El Paso County, Colorado, located in the NW 1/4 of Section 10, Township 13 South, and Range 66 West of the 6th Principal Meridian, City of Colorado Springs, El Paso County, Colorado, more particularly described as follows:

Commencing at the Northeast corner of said lot 23, Thence S00°28'31"E on the east line of said lot 23, a distance of 30.00 feet to the point of beginning;

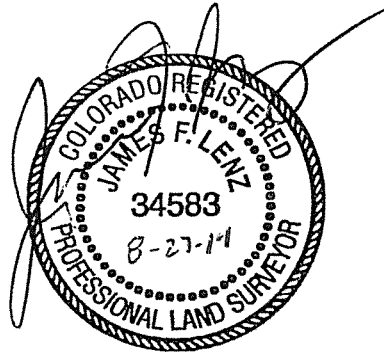
- 1) Thence S00°28'31"E continuing on said east line, a distance of 10.00 feet;
- 2) Thence S89°25'29"W a distance of 349.79 feet to a non tangent curve to the right;
- 3) Thence on the arc of said curve, having a radius of 25.00 feet, a delta angle of 53°07'48" an arc length of 23.18 feet, whose long chord bears N62°51'35"E a distance of 22.36 feet;
- 4) Thence N89°25'29"E a distance of 329.81 feet to the point of beginning.

The above tract of land contains 3,438 square feet or 0.079 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.

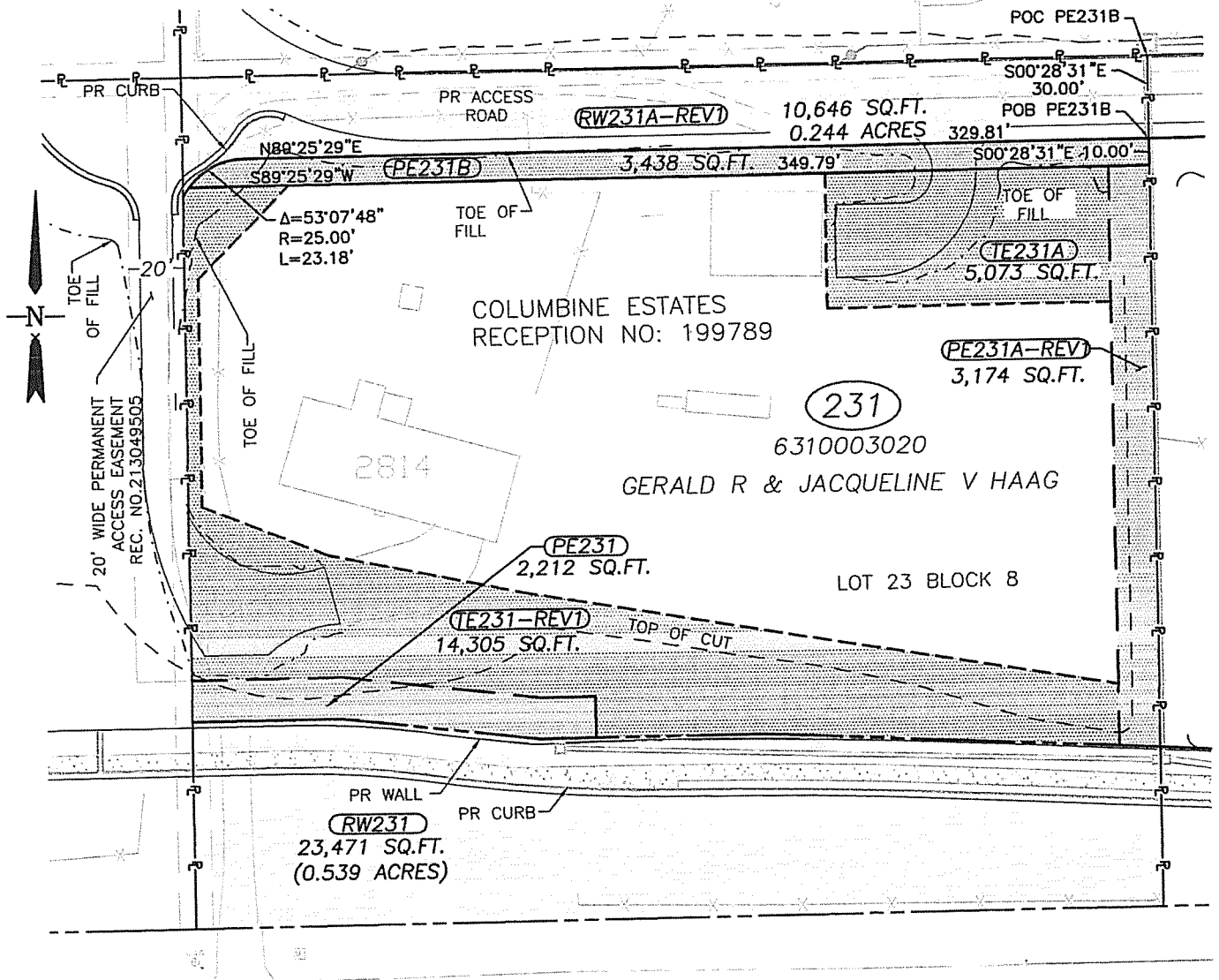
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "B"

PARCEL NO. PE231B 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



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

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

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

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

Gerald R. Haag and Jacqueline V. Haag, whose legal address is 2814 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 Two Thousand Eight Hundred Twenty and 00/100 Dollars (\$2,820.00), 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 2814 East Woodmen Road, Colorado Springs, Colorado, and known as El Paso County Tax Schedule Number 63100-03-020 ("Grantor's Property").

The exact location of the Easement PE231 (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.

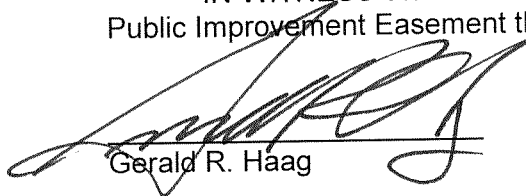
All rights, title and privileges herein granted or reserved, including all benefits and burdens shall run with the land and shall be binding upon and inure to the benefit of Grantor and the City, their respective heirs, executors, administrators, successors, assigns, and legal representatives.

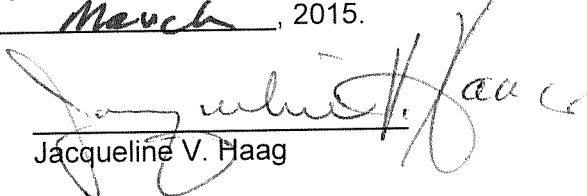
This Easement grant is without warranty of title and is subject to all prior liens, encumbrances, easements, restrictions, reservations and rights of way affecting Grantor's Property.

RES File # _____

Grantor Inty: [Signature] City Ints: [Signature]
Date: 3-5-15 Date: 3-13-15 7/7/15

IN WITNESS WHEREOF, Grantor and City and have executed this Grant of Permanent Public Improvement Easement this 5 day of March, 2015.


Gerald R. Haag


Jacqueline V. Haag

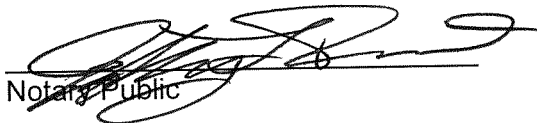
State of Colorado)
) ss.
County of El Paso)

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

The foregoing instrument was acknowledged before me this 5th day of March, 2015 by Gerald R. Haag and Jacqueline V. Haag.

Witness my hand and official seal.

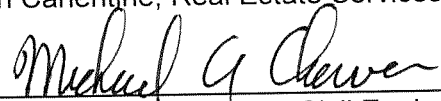
My Commission expires: 08-06-16


Notary Public

City of Colorado Springs:

By: _____
Ronn Carlentine, Real Estate Services Manager

Date

By: 
Michael A. Chaves, Senior Civil Engineer


3/19/15
Date

Approved as to form:


City Attorney's Office

19 Mar 2015
Date

RES File # _____

Grantor Int:  City Ints: @ MCE
Date: 3-5-15 Date: 3.13.15 3/17/15

JOINDER AND CONSENT OF HOLDER
OF DEED OF TRUST

Bank of America, N.A., as holder of a deed of trust from **Gerald R. Haag and Jacqueline V. Haag**, ("Grantor") dated September 23, 2011, and recorded among the real property records of El Paso County, Colorado at Reception No. 211092522 from the Grantor, to the Public Trustee of El Paso County, Colorado for the benefit of Bank of America, N.A., hereby joins in the aforesaid Permanent Easement Agreement for the sole purpose of expressing its consent to the Permanent Easement Agreement and to binding, subjecting and subordinating the Deeds of Trust it holds and its interest in any portion of the Property to the terms of the Permanent Easement Agreement.

WITNESS:

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of _____.


Witness my hand and official seal

My Commission Expires: _____

Notary Public

Approved WPM 04-29-09

RES File # _____

Grantor Int.  City Ints: @ AAC
Date: 3-5-15 Date: 3-13-15 3/19/15

JOINDER AND CONSENT OF LIEN HOLDER

TBF Financial LLC, as holder of a judgment against Jacqueline Vera Haag, DBA Mother's House Publishing, ("Grantor") dated May 17, 2011, and recorded among the real property records of El Paso County, Colorado at Reception No. 211056018, hereby joins in the aforesaid Permanent Easement Agreement for the sole purpose of expressing its consent to the Permanent Easement Agreement and to binding, subjecting and subordinating the Deeds of Trust it holds and its interest in any portion of the Property to the terms of the Permanent Easement Agreement.

WITNESS:

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by _____ as _____ of _____.

Witness my hand and official seal

My Commission Expires: _____

Notary Public

RES File # _____

Grantor J. *[Signature]*
Date: 3-5-15

City Ints: @ MEC
Date: 3.13.15

[Handwritten] 3/11/15

JOINDER AND CONSENT OF LIEN HOLDER

Credit Service Company Inc., as holder of a judgment against **Gerald R. Haag**, ("Grantor") dated October 1, 2013, and recorded among the real property records of El Paso County, Colorado at Reception No. 213149736, hereby joins in the aforesaid Permanent Easement Agreement for the sole purpose of expressing its consent to the Permanent Easement Agreement and to binding, subjecting and subordinating the Deeds of Trust it holds and its interest in any portion of the Property to the terms of the Permanent Easement Agreement.

WITNESS:

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by _____ as _____ of _____.

Witness my hand and official seal

My Commission Expires: _____

 Notary Public

RES File # _____

Grantor Int: [Signature] City Ints: @ Mac
 Date: 3-5-15 Date: 3-13-15 3/17/15

EXHIBIT "A"

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

DESCRIPTION

A tract or parcel No. PE231 of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 23, 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 southwest corner of said lot 23 Block 8, Thence N00°28'31"W on west line of said lot 23, a distance of 75.00 feet to the Point of Beginning;

- 1) Thence N00°28'31"W continuing on said west line, a distance of 15.00 feet;
- 2) Thence N89°25'29"E a distance of 55.01 feet;
- 3) Thence S83°29'20"E a distance of 72.96 feet;
- 4) Thence N89°25'29"E a distance of 19.52 feet;
- 5) Thence S00°34'31"E a distance of 15.00 feet;
- 6) Thence S89°25'29"W a distance of 20.45 feet;
- 7) Thence N83°29'20"W a distance of 72.96 feet;
- 8) Thence S89°25'29"W a distance of 54.11 feet to the point of beginning.

The above tract of land contains 2,212 square feet or 0.051 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.

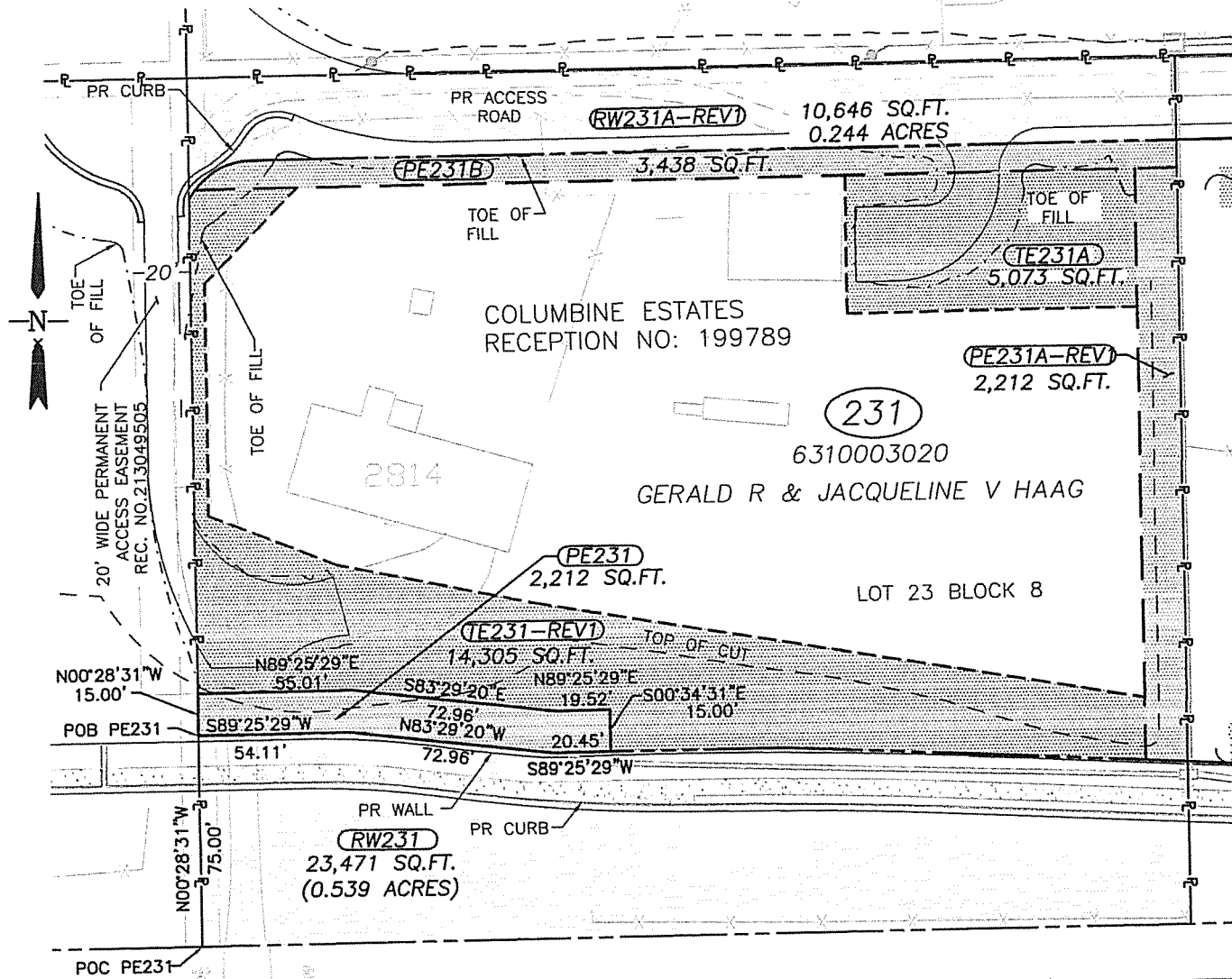
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "B"

PARCEL NO. PE231 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



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

LEGEND

NEW ROW
PERMANANT 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

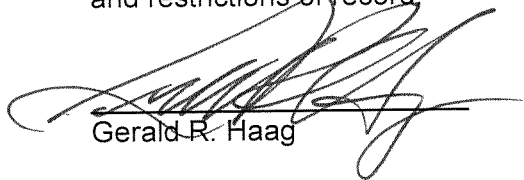
Gerald R. Haag and Jacqueline V. Haag, whose street address is 2814 East Woodmen Road, City of Colorado Springs, County of El Paso and State of Colorado, for the consideration of Eighteen Thousand Ninety-Eight and 00/100 Dollars (\$18,098.00), in hand paid, hereby sells and conveys to the **City of Colorado 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:

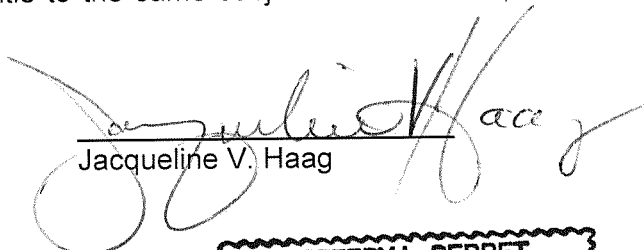
See RW231A-REV1 Exhibits A and B attached hereto and made a part hereof

also known by street and number as: a portion of 2814 East Woodmen Road, Colorado Springs, CO

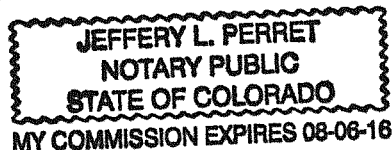
assessor's schedule or parcel number: a portion of TSN: 63100-03-020

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


Gerald R. Haag


Jacqueline V. Haag

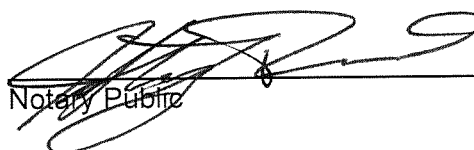
State of Colorado)
) ss.
County of El Paso)



The foregoing instrument was acknowledged before me this 5 day of March, 2015 by Gerald R. Haag and Jacqueline V. Haag.

Witness my hand and official seal.

My Commission expires: 08-06-16


Notary Public

Accepted by the City of Colorado Springs

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

By: Michael A. Chaves this 17 day of March, 2015
Michael A. Chaves, Senior Civil Engineer

Approved as to Form:

By: 
City Attorney's Office

Date: 19 Mar 2015

TEMPORARY CONSTRUCTION EASEMENT

Gerald R. Haag and Jacqueline V. Haag ("Grantor"), whose legal address is 2814 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 Eight Hundred Sixty-Two and 00/100 Dollars (\$862.00) 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 2814 East Woodmen Road, Colorado Springs, Colorado, 80920, also known as El Paso County Tax Schedule Number 63100-03-020 ("Grantor's Property").

The exact location of the Easement TE231A (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.

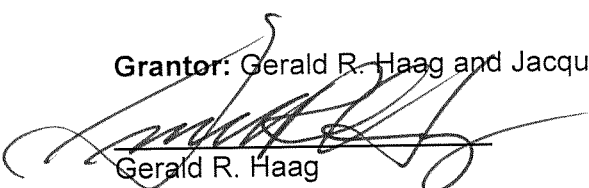
City shall notify Grantor no later than forty-eight (48) hours prior to the actual start of its use of the Easement. Upon completion of the construction of improvements facilitating the City's need for this Easement, City will restore the Easement Area to its condition prior to construction and will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

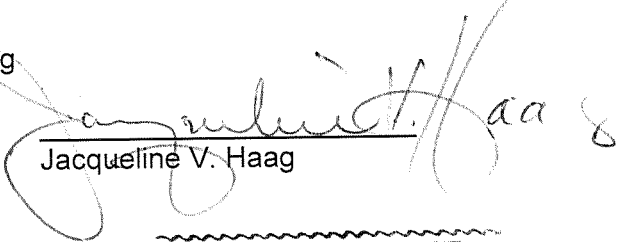
Grantor shall not erect or construct any building or other permanent structure within the Easement Area or interfere with City's access to the Easement Area during the period of this Easement.

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 5 day of March, 2015.

Grantor: Gerald R. Haag and Jacqueline V. Haag


Gerald R. Haag


Jacqueline V. Haag

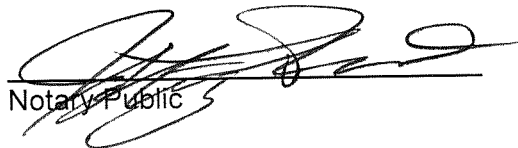
State of Colorado)
) ss.
County of El Paso)

JEFFERY L. PERRE
NOTARY PUBLIC
STATE OF COLORADO
COMMISSION EXPIRES 08-05-16

The foregoing instrument was acknowledged before me this 5th day of March, 2015 by Gerald R. Haag and Jacqueline V. Haag.

Witness my hand and official seal.

My Commission expires: 08-06-16

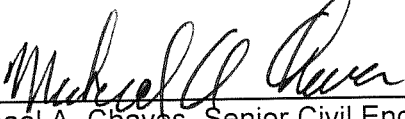

Notary Public

(City signatures on following page)

City of Colorado Springs:


By: 
Ronri Carlentine, Real Estate Services Manager

3.13.15
Date

By: 
Michael A. Chaves, Senior Civil Engineer

3/17/15
Date

Approved as to form:


City Attorney Office

19 Mar 2015
Date

TEMPORARY CONSTRUCTION EASEMENT

Gerald R. Haag and Jacqueline V. Haag ("Grantor"), whose legal address is 2814 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 Two Thousand Four Hundred Thirty-Two and 00/100 Dollars (\$2,432.00) 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") for construction and

LEGAL DESCRIPTION EXHIBIT "A"

EXHIBIT "A"

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

Easement Purpose: Construction and grading of Driveway

DESCRIPTION

A tract or parcel No. TE231A of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 23 Block 8, of Columbine Estates recorded with reception No. 199789 in the records of El Paso County, Colorado, located in the NW 1/4 of Section 10, Township 13 South, and Range 66 West of the 6th Principal Meridian, City of Colorado Springs, El Paso County, Colorado, more particularly described as follows:

Commencing at the Northeast corner of said lot 23, Thence S20°04'07"W a distance of 42.74 feet to the point of beginning;

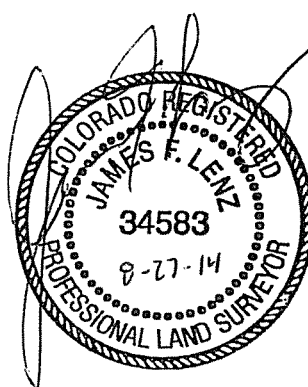
- 1) Thence S00°28'31"E a distance of 49.20 feet;
- 2) Thence S89°25'29"W a distance of 103.11 feet;
- 3) Thence N00°28'31"W a distance of 49.20 feet;
- 4) Thence N89°25'29"E a distance of 103.11 feet to the point of beginning.

The above tract of land contains 5,073 square feet or 0.116 acres, more or less.

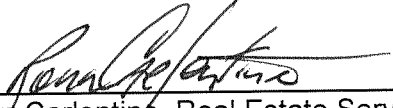
Basis of Bearings for this description are based on the North line of the Northeast Quarter of section 10, Township 13 South, Range 66 West of the 6th Principal Meridian, El Paso County Colorado, said line bears N89°22'46"E a distance of 2619.18 feet from the North 1/4 corner of Section 10 (monumented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

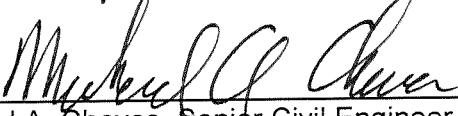
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



City of Colorado Springs:


By: 
Ron Carlentini, Real Estate Services Manager

3.13.15
Date

By: 
Michael A. Chaves, Senior Civil Engineer

3/12/15
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 1, 2014

Easement Purpose: Construction and Grading of Woodmen Road and Access road

DESCRIPTION

A tract or parcel No. TE231-REV1 of the City of Colorado Springs, State of Colorado, Project No. STU M240-046 Unit II located in a portion of Lot 23, Block 8, of Columbine Estates recorded with reception No. 199789 in the records of El Paso County, Colorado, located in the NW 1/4 of Section 10, Township 13 South, and Range 66 West of the 6th Principal Meridian, City of Colorado Springs, El Paso County, Colorado, more particularly described as follows:

Commencing at the Southwest corner of said lot 23, thence N00°28'31"W on the west line of lot 23 a distance of 90.00 feet to the point of beginning;

- 1) Thence N00°28'31"W continuing on said west line, a distance of 176.47 feet to non tangent curve to the right;
- 2) Thence on the arc of said curve, having a radius of 25.00 feet, a delta angle of 09°34'01", an arc length of 4.17 feet, whose long chord bears N31°30'40"E a distance of 4.17 feet;
- 3) Thence N89°25'29"E a distance of 36.31 feet;
- 4) Thence S44°28'29"W a distance of 47.44 feet;
- 5) Thence S00°28'31"E a distance of 83.09 feet;
- 6) Thence S68°23'28"E a distance of 49.05 feet;
- 7) Thence S78°25'34"E a distance of 73.47 feet;
- 8) Thence S80°26'21"E a distance of 218.03 feet;
- 9) Thence S00°28'31"E a distance of 22.21 feet;
- 10) Thence N87°22'42"W a distance of 128.48 feet;
- 11) Thence S89°25'29"W a distance of 61.74 feet;
- 12) Thence N00°34'31"W a distance of 15.00 feet;
- 13) Thence S89°25'29"W a distance of 19.52 feet;
- 14) Thence N83°29'20"W a distance of 72.96 feet;
- 15) Thence S89°25'29"W a distance of 55.01 feet to the point of beginning.

The above tract of land contains 14,305 square feet or 0.328 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.

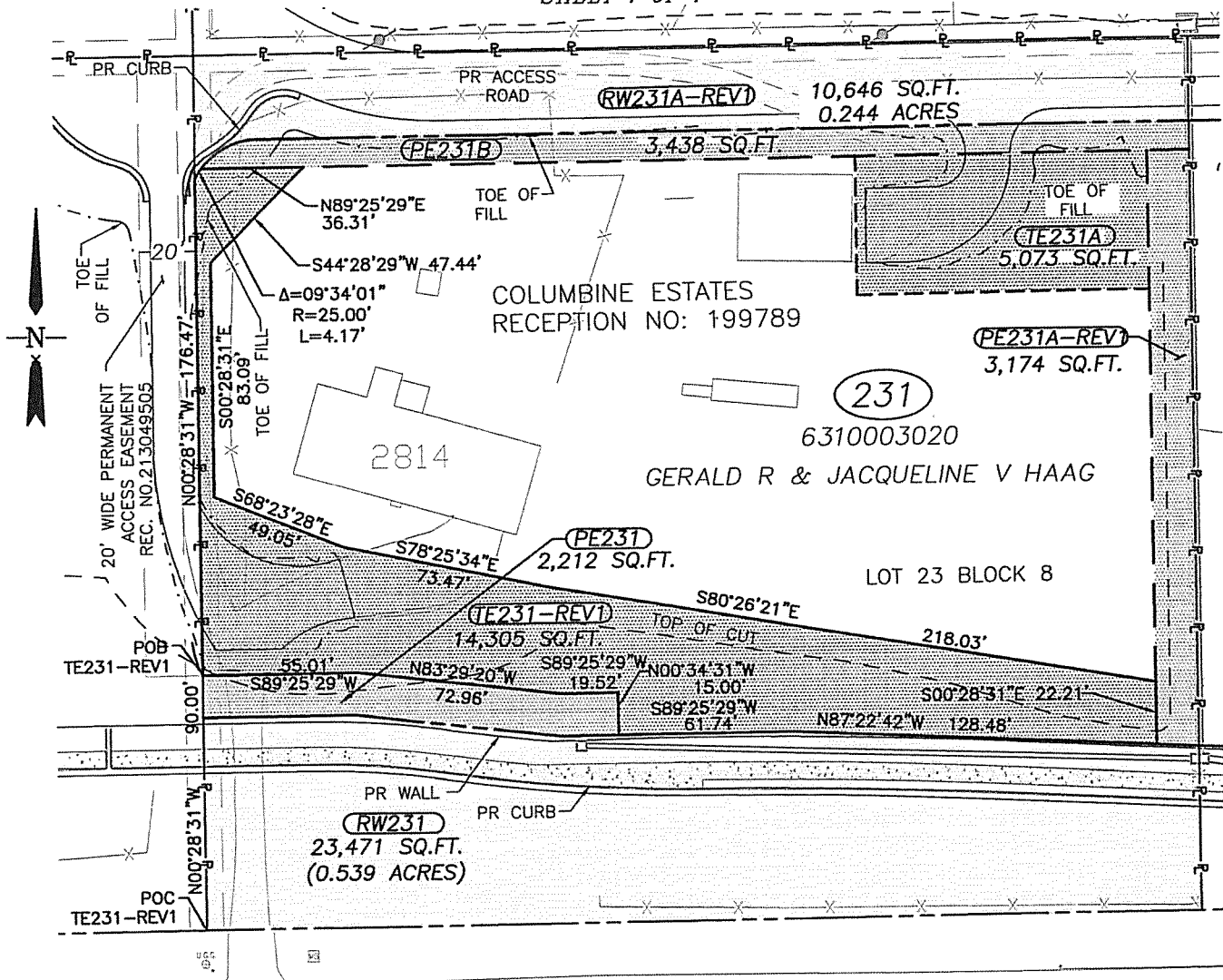
James F. Lenz PLS 34583
For and on behalf of
Ridgeline Land Surveying LLC.



LEGAL DESCRIPTION EXHIBIT "B"

PARCEL NO. TE231-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



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

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 2-7047	
Project #: STU M240-046 Unit II	Project Code: 12717	LPA - Yes/No: y	P or N: P
Parcel(s) #: RW-231, RW-231A-Rev 1, PE-231, PE231A-Rev 1, PE231B, TE231-Rev 1 and TE-231A	Property Owner: Gerald R. and Jacqueline V. Haag		

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

Parcel	Land Class	Area/Unit	Unit Value	Appraisal Support	Value
RW-231	Single Family Residential	23,471 SF	\$1.70 SF	Market/Sales Comparison	\$39,901
RW-231-A Rev 1	Single Family Residential	10,646 SF	\$1.70 SF	Market/Sales Comparison	\$18,098
					\$57,999

COPY

B. EASEMENT VALUE OF PART(S) TAKEN

PE, SE, etc.	Purpose	Area/Unit	Unit Value	% of Unit Value	Value
PE-231	Retaining Wall Maintenance	2,212 SF	\$1.70 SF	75%	\$ 2,820
PE231A-Rev 1	Storm Drainage Maintenance	3,174 SF	\$1.70 SF	75%	\$ 4,047
PE231B	CSU Utility	3,438 SF	\$1.70 SF	75%	\$ 4,383
TOTAL LAND/SITE AND EASEMENT VALUE OF PART(S) TAKEN					\$11,250

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 231, TE231-Rev1, 231A-Rev1	16- Ponderosa Pine	Avg 12' caliper	\$1,500 ea	RCNLD	\$ 24,000
RW231	Vinyl Fence	16 LF	\$52.50 LF	RCNLD	\$ 690
RW231A-Rev1, PE231A-Rev1	Ranch Fence	110 LF	\$16 LF	RCNLD	\$1,584
RW231A-Rev1, TE231-Rev1, PE231B	Wood Fence/gates	285 LF	\$30.00 LF	RCNLD	\$4,275
RW231	Flag Pole	UK	\$250 ea	RCNLD	\$ 188
RW231	Small address sign	labor to move	\$60		\$ 60
RW 231, TE231-Rev1, 231A-Rev1	Irrigation System	UK	\$1,050	RCNLD	\$ 1,050
TE231-Rev1, PE231, RW231	Asphalt Driveway	1,320 SF	\$3.00 SF	RCNLD	\$ 2,970
TE231-Rev1	8 - Landscape timbers	8 LF	\$75	RCNLD	\$600
TOTAL IMPROVEMENTS CONTRIBUTORY VALUE OF PART(S) TAKEN					\$35,417
TOTAL VALUE OF PART(S) TAKEN					\$104,666

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 231-REV1	Grading	14,305 SF	\$1.70 SF	10%	12 Months	\$2,432
TE 231A	Grading/Imps to driveway	5,073 SF	\$1.70 SF	10%	12 Months	\$ 862
TOTAL RENTAL VALUE OF TEMPORARY EASEMENTS						\$3,294
COMPENSATION ESTIMATE						\$108,000

F. APPRAISAL SUPPORT

Recommended report prepared by: Kyle Wigington, J.D. Date of value: October 23, 2014 Date of report: Oct 31, 2014

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

REMAINDER TOTAL	\$-0-
COMPENSATION ESTIMATE RECOMMENDED FOR APPROVAL	\$108,000

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

Agency Authorized Signature <i>Rona Aden</i>	Date 12.29.14	Review/ Appraiser Nancy R. Hazlett Gen. Appr. #CG1321670	Date 12/11/14
The above amount is APPROVED as the basis for just compensation 12/29/14		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)

Shirley King 12/29/14
Capital Projects Manager Date



TRS

January 9, 2015

COPY

Gerald R. Haag and Jacqueline V. Haag
2814 East Woodmen Road
Colorado Springs, CO 80920

Project No.: STU M240-046 Unit II
Parcel Nos: RW231, RW231A-REV1, PE231, PE231A-REV1, PE231B, TE231-REV1 and TE231A
Project Code: 12717
Owners: Gerald R. Haag and Jacqueline V. Haag

Property Address: 2814 East Woodmen Road (APN: 63100-03-020),
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 2814 East Woodmen Road and further identified as RW231, RW231A-REV1, PE231, PE231A-REV1, PE231B, TE231-REV1 and TE231A. 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 ONE HUNDRED EIGHT THOUSAND AND NO/100 DOLLARS (\$108,000.00).

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 \$108,000.00 is not less than the value of the Property indicated in the approved appraisal report prepared by 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 (3)
- Temporary Construction Agreement (2)

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 Agreements 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 Agreements 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 Agreements 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 February 9, 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) RW231, RW231A-REV1, PE231, PE231A-REV1, PE231B, TE231-REV1 and TE231A
Right of Way Plan Sheet(s)
Summary Statement of Just Compensation
Real Estate Purchase Agreement
Warranty Deed (2)
Permanent Public Improvement Easement (3)
Temporary Construction Easement (2)
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
Appraisal Report
Self-Addressed Envelope to TRS



SUMMARY STATEMENT OF JUST COMPENSATION

January 9, 2015

COPY

Gerald R. Haag and Jacqueline V. Haag
2814 East Woodmen Road
Colorado Springs, CO 80920

Project No.: STU M240-046 Unit II
Parcel No: RW231, RW231A-REV1, PE231, PE231A-REV1, PE231B, TE231-REV1 and TE231A
Project Code: 12717
Property Address: 2814 East Woodmen Road, Colorado Springs, CO 80920
Owners: Gerald R. Haag and Jacqueline V. Haag

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 2814 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:

<u>Parcel RW231</u> 23,471 sf x \$1.70/sf	=	\$	39,901.00
<u>Parcel RW231A-REV1</u> 10,646 sf x \$1.70/sf	=	\$	18,098.00
<u>Parcel PE231</u> 2,212 sf x \$1.70/sf x 75%	=	\$	2,820.00
<u>Parcel PE231A-REV1</u> 3,174 sf x \$1.70/sf x 75%	=	\$	4,047.00
<u>Parcel PE231B</u> 3,438 sf x \$1.70/sf x 75%	=	\$	4,383.00
<u>Parcel TE231-REV1</u> 14,305 sf x \$1.70/sf x 10% x 12 months	=	\$	2,432.00
<u>Parcel TE231A</u> 5,073 sf x \$1.70/sf x 10% x 12 months	=	\$	862.00
<u>Improvements</u>	=	\$	690.00
16 LF Vinyl Fence @ \$52.50/LF	=	\$	188.00
Flag Pole	=	\$	60.00
Small Address Sign	=	\$	600.00
8 FT Round Landscape Timbers	=	\$	24,000.00
16 Ponderosa Pines, 12" caliper \$1,500.00/ea	=	\$	1,050.00
Irrigation System	=	\$	2,970.00
1,320 SF Asphalt Driveway @ \$3.00/SF	=	\$	1,584.00
110 LF Ranch Fence @ \$16.00/LF	=	\$	4,275.00
285 LF Wood Fence/Gates @ \$30.00/LF	=	\$	
<u>Damages</u>	=	\$	0.00
None	=	\$	0.00
TOTAL JUST COMPENSATION			<u>\$ 108,000.00</u>



February 20, 2015

Gerald R. Haag and Jacqueline V. Haag
2814 East Woodmen Road
Colorado Springs, CO 80920

COPY

Project No.: STU M240-046 Unit II
Parcel Nos: RW231, RW231A-REV1, PE231, PE231A-REV1, PE231B, TE231-REV1 and TE231A
Project Code: 12717
Owners: Gerald R. Haag and Jacqueline V. Haag

Property Address: 2814 East Woodmen Road (APN: 63100-03-020),
Colorado Springs, CO 80920

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

Dear Property Owner:

On January 9, 2015, our office sent to you an offer letter in connection with the Woodmen Road Improvement Phase II Project ("Project") and the City of Colorado Springs intend to purchase a portion of your property located at 2814 East Woodmen Road and further identified as RW231, RW231A-REV1, PE231, PE231A-REV1, PE231B, TE231-REV1 and TE231A ("Property"). The extent and the location of your property interests that we intend to purchase are shown on the Exhibits attached hereto. The acquisition of the Property is required for the construction of improvements in connection with the Project. Your early response to this second offer letter is much appreciated.

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 ONE HUNDRED EIGHT THOUSAND AND NO/100 DOLLARS (\$108,000.00).

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 \$108,000.00 is not less than the value of the Property indicated in the approved appraisal report prepared by 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 (3)

- Temporary Construction Agreement (2)

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 Agreements 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 Agreements 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 Agreements 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 9, 2015 (15 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: The following enclosures were included in the original offer letter, January 9, 2015
Legal Description(s) and Depiction Exhibit(s) RW231, RW231A-REV1, PE231, PE231A-REV1, PE231B, TE231-REV1 and TE231A
Right of Way Plan Sheet(s)
Summary Statement of Just Compensation
Real Estate Purchase Agreement
Warranty Deed (2)
Permanent Public Improvement Easement (3)
Temporary Construction Easement (2)
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
Appraisal Report
Self-Addressed Envelope to TRS



Land Title Guarantee Company
CUSTOMER DISTRIBUTION

COPY

Date: 01-06-2015

Our Order Number: SR55039934-8

Property Address:

2814 EAST WOODMEN ROAD- 63100-03-020 COLORADO SPRINGS, CO 80920

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

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. SR55039934-8

Schedule A

Cust. Ref.:

Property Address:

2814 EAST WOODMEN ROAD- 63100-03-020 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 PARCELS A AND B; AN EASEMENT INTEREST AS TO PARCELS C, D AND E

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

GERALD R. HAAG AND JACQUELINE V. HAAG

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. RW 231 OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO, PROJECT NO. STU M240-046 UNIT II LOCATED IN A PORTION OF LOT 23 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:

THE POINT OF BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 23;

1. THENCE SOUTH 89 DEGREES 25 MINUTES 29 SECONDS WEST ON THE SOUTH LINE OF LOT 23, A DISTANCE OF 352.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 23;
2. THENCE NORTH 00 DEGREES 28 MINUTES 31 SECONDS WEST ON THE WEST LINE OF LOT 23, A DISTANCE OF 75.00 FEET;
3. THENCE NORTH 89 DEGREES 25 MINUTES 29 SECONDS EAST A DISTANCE OF 54.11 FEET;
4. THENCE SOUTH 83 DEGREES 29 MINUTES 20 SECONDS EAST A DISTANCE OF 72.96 FEET;
5. THENCE NORTH 89 DEGREES 25 MINUTES 29 SECONDS EAST A DISTANCE OF 82.18 FEET;
6. THENCE SOUTH 87 DEGREES 22 MINUTES 42 SECONDS EAST A DISTANCE OF 143.50 FEET TO THE EAST LINE OF SAID LOT 23;
7. THENCE SOUTH 00 DEGREES 28 MINUTES 31 SECONDS EAST ON SAID EAST LINE, A DISTANCE OF 58.00 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. RW231A-REV1 OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO, PROJECT NO. STU M240-046 UNIT II LOCATED IN A PORTION OF LOT 23 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 23;

LEGAL DESCRIPTION

1. THENCE NORTH 89 DEGREES 25 MINUTES 29 SECONDS EAST ON THE NORTH LINE OF LOT 23, A DISTANCE OF 352.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 23;
2. THENCE SOUTH 00 DEGREES 28 MINUTES 31 SECONDS EAST ON THE EAST LINE OF LOT 23, A DISTANCE OF 30.00 FEET;
3. THENCE SOUTH 89 DEGREES 25 MINUTES 29 SECONDS WEST A DISTANCE OF 329.81 FEET TO A POINT OF CURVE TO THE LEFT;
4. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 62 DEGREES 41 MINUTES 50 SECONDS, AN ARC LENGTH OF 27.36 FEET, WHOSE LONG CHORD BEARS SOUTH 58 DEGREES 04 MINUTES 34 SECONDS WEST A DISTANCE OF 26.01 FEET TO THE WEST LINE OF SAID LOT 23;
5. THENCE NORTH 00 DEGREES 28 MINUTES 31 SECONDS WEST ON SAID WEST LINE, A DISTANCE OF 43.53 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 C:

A TRACT OR PARCEL NO. PE231 OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO, PROJECT NO. STU M240-046 UNIT II LOCATED IN A PORTION OF LOT 23, 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 SOUTHWEST CORNER OF SAID LOT 23 BLOCK 8, THENCE NORTH 00 DEGREES 28 MINUTES 31 SECONDS WEST ON THE WEST OF SAID LOT 23, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING;

1. THENCE NORTH 00 DEGREES 28 MINUTES 31 SECONDS WEST CONTINUING ON SAID WEST LINE, A DISTANCE OF 15.00 FEET;
2. THENCE NORTH 89 DEGREES 25 MINUTES 29 SECONDS EAST A DISTANCE OF 55.01 FEET;
3. THENCE SOUTH 83 DEGREES 29 MINUTES 20 SECONDS EAST A DISTANCE OF 72.96 FEET;
4. THENCE NORTH 89 DEGREES 25 MINUTES 29 SECONDS EAST A DISTANCE OF 19.52 FEET;
5. THENCE SOUTH 00 DEGREES 34 MINUTES 31 SECONDS EAST A DISTANCE OF 15.00 FEET;

LEGAL DESCRIPTION

6. THENCE SOUTH 89 DEGREES 25 MINUTES 29 SECONDS WEST A DISTANCE OF 20.45 FEET;
7. THENCE NORTH 83 DEGREES 29 MINUTES 20 SECONDS WEST A DISTANCE OF 72.96 FEET;
8. THENCE SOUTH 89 DEGREES 25 MINUTES 29 SECONDS WEST A DISTANCE OF 54.11 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 D:

A TRACT OR PARCEL NO. PE231A-REV1 OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO, PROJECT NO. STU M240-046 UNIT II LOCATED IN A PORTION OF LOT 23 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 NORTHEAST CORNER OF SAID LOT 23, THENCE SOUTH 00 DEGREES 28 MINUTES 31 SECONDS EAST ON THE EAST LINE OF SAID LOT 23, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING;

1. THENCE SOUTH 00 DEGREES 28 MINUTES 31 SECONDS EAST CONTINUING ON THE EAST LINE OF SAID LOT 23, A DISTANCE OF 212.00 FEET;
2. THENCE NORTH 87 DEGREES 22 MINUTES 42 SECONDS WEST A DISTANCE OF 15.02 FEET;
3. THENCE NORTH 00 DEGREES 28 MINUTES 31 SECONDS WEST A DISTANCE OF 211.16 FEET;
4. THENCE NORTH 89 DEGREES 25 MINUTES 29 SECONDS EAST A DISTANCE OF 15.00 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)

LEGAL DESCRIPTION

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 E:

A TRACT OR PARCEL NO. PE231B OF THE CITY OF COLORADO SPRINGS, STATE OF COLORADO, PROJECT NO. STU M240-046 UNIT II LOCATED IN A PORTION OF LOT 23 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 NORTHEAST CORNER OF SAID LOT 23, THENCE SOUTH 00 DEGREES 28 MINUTES 31 SECONDS EAST ON THE EAST LINE OF SAID LOT 23, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

1. THENCE SOUTH 00 DEGREES 28 MINUTES 31 SECONDS EAST CONTINUING ON SAID EAST LINE, A DISTANCE OF 10.00 FEET;
2. THENCE SOUTH 89 DEGREES 25 MINUTES 29 SECONDS WEST A DISTANCE OF 349.79 FEET TO A NON-TANGENT CURVE TO THE RIGHT;
3. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 53 DEGREES 07 MINUTES 48 SECONDS, AN ARC LENGTH OF 23.18 FEET, WHOSE LONG CHORD BEARS NORTH 62 DEGREES 51 MINUTES 35 SECONDS EAST A DISTANCE OF 22.36 FEET;
4. THENCE NORTH 89 DEGREES 25 MINUTES 29 SECONDS EAST A DISTANCE OF 329.81 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.

ALTA RESIDENTIAL COMMITMENT

Schedule B-1

(Requirements)

Our Order No. SR55039934-8

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. CERTIFICATE OF SATISFACTION ISSUED BY THE CLERK OF DISTRICT COURT OF JUDGMENT IN FAVOR OF TBF FINANCIAL LLC AGAINST JACQUELINE VERA HAAG, DBA MOTHER'S HOUSE PUBLISHING IN THE AMOUNT OF \$47,627.56 PLUS COURT COSTS ENTERED ON MAY 17, 2011, TRANSCRIPT OF WHICH WAS RECORDED JUNE 08, 2011, UNDER RECEPTION NO. 211056018, CIVIL ACTION NO. 10CV6780, DISTRICT COURT IN AND FOR THE COUNTY OF EL PASO.
2. CERTIFICATE OF SATISFACTION ISSUED BY THE CLERK OF COUNTY COURT OF JUDGMENT IN FAVOR OF CREDIT SERVICE COMPANY INC. AGAINST GERALD R. HAAG IN THE AMOUNT OF \$3,146.57 PLUS COURT COSTS ENTERED ON OCTOBER 01, 2013, TRANSCRIPT OF WHICH WAS RECORDED DECEMBER 20, 2013, UNDER RECEPTION NO. 213149736, CIVIL ACTION NO. 13C-036359, COUNTY COURT IN AND FOR THE COUNTY OF EL PASO.
3. CERTIFICATE OF SATISFACTION ISSUED BY THE CLERK OF COUNTY COURT OF JUDGMENT IN FAVOR OF BC SERVICES, INC AGAINST JACQUELINE V. HAAG AND GERALD R. HAAG IN THE AMOUNT OF \$1,157.93 PLUS COURT COSTS ENTERED ON NOVEMBER 20, 2013, TRANSCRIPT OF WHICH WAS RECORDED DECEMBER 12, 2013, UNDER RECEPTION NO. 213147047, CIVIL ACTION NO. 13C-039911, COUNTY COURT IN AND FOR THE COUNTY OF EL PASO.
4. RELEASE OF DEED OF TRUST DATED JANUARY 09, 2009 FROM GERALD R. HAAG AND JACQUELINE V. HAAG TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR MORTGAGE SOLUTIONS OF COLORADO, LLC TO SECURE THE SUM OF \$327,061.00 RECORDED JANUARY 26, 2009, UNDER RECEPTION NO. 209006459. MODIFICATION AGREEMENT RECORDED MAY 3, 2013 UNDER RECEPTION NO. 213057734. MODIFICATION AGREEMENT RECORDED MAY 6, 2013 UNDER RECEPTION NO. 213058245.

SAID DEED OF TRUST WAS ASSIGNED TO BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP IN ASSIGNMENT RECORDED SEPTEMBER 23, 2011 UNDER RECEPTION NO. 211092522.

ALTA RESIDENTIAL COMMITMENT

Schedule B-1

(Requirements)

Our Order No. SR55039934-8

Continued:

5. WARRANTY DEED FROM GERALD R. HAAG AND JACQUELINE V. HAAG 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. SR55039934-8

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.
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.
12. EASEMENT BETWEEN RAYMOND E. HOWARD AND GERALD R. HAAG AND JACQUELINE V.

ALTA COMMITMENT

Schedule B-2

(Exceptions)

Our Order No. SR55039934-8

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:

HAAG FOR INGRESS AND EGRESS RECORDED APRIL 16, 2013 UNDER RECEPTION NO.
213049505.

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.

ALTA RESIDENTIAL COMMITMENT

Schedule B-1

(Requirements)

Our Order No. SR55039934-8

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. CERTIFICATE OF SATISFACTION ISSUED BY THE CLERK OF DISTRICT COURT OF JUDGMENT IN FAVOR OF TBF FINANCIAL LLC AGAINST JACQUELINE VERA HAAG, DBA MOTHER'S HOUSE PUBLISHING IN THE AMOUNT OF \$47,627.56 PLUS COURT COSTS ENTERED ON MAY 17, 2011, TRANSCRIPT OF WHICH WAS RECORDED JUNE 08, 2011, UNDER RECEPTION NO. 211056018, CIVIL ACTION NO. 10CV6780, DISTRICT COURT IN AND FOR THE COUNTY OF EL PASO.
2. CERTIFICATE OF SATISFACTION ISSUED BY THE CLERK OF COUNTY COURT OF JUDGMENT IN FAVOR OF CREDIT SERVICE COMPANY INC. AGAINST GERALD R. HAAG IN THE AMOUNT OF \$3,146.57 PLUS COURT COSTS ENTERED ON OCTOBER 01, 2013, TRANSCRIPT OF WHICH WAS RECORDED DECEMBER 20, 2013, UNDER RECEPTION NO. 213149736, CIVIL ACTION NO. 13C-036359, COUNTY COURT IN AND FOR THE COUNTY OF EL PASO.
3. CERTIFICATE OF SATISFACTION ISSUED BY THE CLERK OF COUNTY COURT OF JUDGMENT IN FAVOR OF BC SERVICES, INC AGAINST JACQUELINE V. HAAG AND GERALD R. HAAG IN THE AMOUNT OF \$1,157.93 PLUS COURT COSTS ENTERED ON NOVEMBER 20, 2013, TRANSCRIPT OF WHICH WAS RECORDED DECEMBER 12, 2013, UNDER RECEPTION NO. 213147047, CIVIL ACTION NO. 13C-039911, COUNTY COURT IN AND FOR THE COUNTY OF EL PASO. *Released - Rec. 215016966*
4. RELEASE OF DEED OF TRUST DATED JANUARY 09, 2009 FROM GERALD R. HAAG AND JACQUELINE V. HAAG TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR MORTGAGE SOLUTIONS OF COLORADO, LLC TO SECURE THE SUM OF \$327,061.00 RECORDED JANUARY 26, 2009, UNDER RECEPTION NO. 209006459. MODIFICATION AGREEMENT RECORDED MAY 3, 2013 UNDER RECEPTION NO. 213057734. MODIFICATION AGREEMENT RECORDED MAY 6, 2013 UNDER RECEPTION NO. 213058245.

SAID DEED OF TRUST WAS ASSIGNED TO BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP IN ASSIGNMENT RECORDED SEPTEMBER 23, 2011 UNDER RECEPTION NO. 211092522.

ALTA RESIDENTIAL COMMITMENT

Schedule B-1

(Requirements)

Our Order No. SR55039934-8

Continued:

5. WARRANTY DEED FROM GERALD R. HAAG AND JACQUELINE V. HAAG 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

Our Order No. SR55039934-8

(Exceptions)

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.
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.
12. EASEMENT BETWEEN RAYMOND E. HOWARD AND GERALD R. HAAG AND JACQUELINE V.

ALTA COMMITMENT

Schedule B-2

(Exceptions)

Our Order No. SR55039934-8

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:


HAAG FOR INGRESS AND EGRESS RECORDED APRIL 16, 2013 UNDER RECEPTION NO.
213049505.

EL PASO COUNTY COURT, El Paso COUNTY, COLORADO Court Address: 270 S Tejon St Ctrm W170 Colorado Springs CO 80903	
Plaintiff: BC SERVICES, INC. dba BC SERVICE, INC, A Colorado corporation, assignee,	
Defendant(s): JACQUELINE V HAAG AND GERALD R HAAG	▲ COURT USE ONLY ▲
Attorney for Plaintiff: WILLIAM C DUVEN #12251 or 729 S CASCADE AVE COLORADO SPRINGS, CO 80903 Phone: 719-635-9650 Fax: 719-634-4325 Email: legal@bcservice.com	Case #: 13C39911 Div: Courtroom:
RELEASE OF LIEN JUDGMENT	

ON 12/12/13 THE UNDERSIGNED FILED FOR RECORD A TRANSCRIPT OF JUDGMENT IN THE OFFICE OF COUNTY CLERK AND RECORDER, COUNTY OF El Paso STATE OF COLORADO, THIS LIEN WHICH WAS DULY RECORDED WITH RECEPTION #213147047 OF SAID COUNTY AND STATE.

IN CONSIDERATION OF PAYMENT, THE UNDERSIGNED DOES HEREBY RELEASE ANY AND ALL RIGHTS HE MAY HAVE ACQUIRED IN OR TO THE AFOREMENTIONED PROPERTY BY REASON OF SAID LIEN.

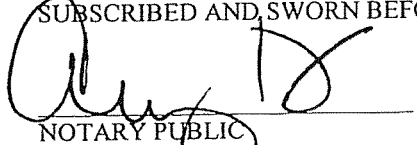
DATED: February 19, 2015



 S.L. BOETTCHER, PRESIDENT
 BONDED COLLECTION SERVICES OF LONGMONT, INC.
 AKA BC SERVICES, INC.
 PO BOX 1317 LONGMONT, CO 80501

STATE OF COLORADO)
)ss.
 COUNTY OF BOULDER)

SUBSCRIBED AND SWORN BEFORE ME THIS February 19, 2015



 NOTARY PUBLIC

AMY DEISTER
 NOTARY PUBLIC
 STATE OF COLORADO
 My Commission Expires 08/16/2015

CHUCK BROERMAN
 02/24/2015 08:57:09 AM
 Doc \$0.00 Page
 Rec \$11.00 1 of 1

El Paso County, CO



215016966

BCS ACCOUNT #10489930_RL



COUNTY COURT, EL PASO COUNTY, COLORADO
Court Address:
PO Box 2980
270 S. Tejon
Colorado Springs, CO 80901-0000

Case Number: 13C -039911
Div.: CVL

Plaintiff: BC SERVICES, INC

Defendant: HAAG, JACQUELINE V. et al

TRANSCRIPT OF JUDGMENT

Original Judgment Amount: \$1,157.93 Judgment Date: November 20, 2013
Revived Judgment Amount: \$.00 Judgment Date:
Judgment Status: UNSATISFIED

Additional Remarks:
CVL/C-INT 8% PER ANNUM

Debtor(s): JACQUELINE V HAAG, 2814 E WOODMEN RD, COLORADO SPRINGS, CO
80920
GERALD R HAAG, 2814 E WOODMEN RD, COLORADO SPRINGS, CO 80920

Creditor(s): BC SERVICES, INC, 451 21ST AVE, LONGMONT, CO 80501

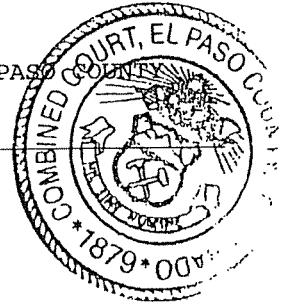
Balance of Judgment to Date: \$1,157.93

I hereby certify that the above is a true and complete transcript of the judgment in the above-referenced case which is retained in my office.

Lynette Collins
Clerk of Court
COUNTY COURT, EL PASO

DATE: December 05, 2013

BY Michelle Gelli
Deputy Clerk



Return to:
Kenneth E. Davidson
305 Main Street, #A
Colorado Springs, CO 80911
District Court, EL PASO, Colorado
Court address: PO Box 2980; 270 South Tejon St
Colorado Springs, CO 80901

WAYNE W. WILLIAMS El Paso County, CO
06/08/2011 02:52:03 PM
Doc \$0.00 Page
Rec \$11.00 1 of 1 211056018

TRANSCRIPT OF JUDGMENT

CASE NUMBER: **10CV6780** TYPE: Money Demand-FILING DATE: December 7, 2010

ENTITLEMENT: TBF FINANCIAL LLC,
vs.
JACQUELINE VERA HAAG, dba MOTHER'S HOUSE PUBLISHING

JUDGMENT AMOUNT: \$47,627.56

DATE OF JUDGMENT: May 17, 2011

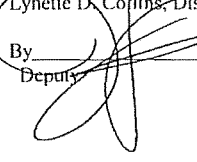
CREDITORS: TBF FINANCIAL LLC

DEBTORS: JACQUELINE VERA HAAG, dba MOTHER'S HOUSE PUBLISHING

UNPAID BALANCE THIS DATE: \$47,969.70
PLUS \$31.00 FOR TRANSCRIPT

I hereby certify that the above judgment, in the above entitled cause, is a true and complete transcript and copy of the judgment docket which is retained in my office.

Witness my hand and seal of said Court this 7 day of June, 2011.

Lynette D. Collins, District Court
By 
Deputy



PLAINTIFF'S ADDRESS:
740 Waukegan Road, Suite 404
Deerfield IL 60015

ATTORNEY FOR PLAINTIFF
c/o KENNETH E. DAVIDSON, #7596
305 Main Street, Suite A
Colorado Springs, CO 80911
(719) 390-7811

DEFENDANT'S ADDRESS:
2814 E Woodmen Rd
Colorado Springs CO 80920

CLAIM NO. 2102553 T370



COUNTY COURT, EL PASO COUNTY, COLORADO
Court Address:
PO Box 2980
270 S. Tejon
Colorado Springs, CO 80901-0000

Case Number: 13C -036359
Div.: CVL

Plaintiff: CREDIT SERVICE COMPANY INC
Defendant: HAAG, GERALD R.

Schroeder
best print

TRANSCRIPT OF JUDGMENT

Original Judgment Amount: \$3,146.57 Judgment Date: October 01, 2013
Revived Judgment Amount: \$.00 Judgment Date:
Judgment Status: UNSATISFIED

Additional Remarks:
CVL/F INT @ 8% CONFESSED

Debtor(s): GERALD R HAAG, 2814 E WOODMEN RD, COLO SPRINGS, CO 80920

Creditor(s): CREDIT SERVICE COMPANY INC, 390 PRINTERS PKWY, COLO SPRINGS, CO 80910

Balance of Judgment to Date: \$3,146.57

I hereby certify that the above is a true and complete transcript of the judgment in the above-referenced case which is retained in my office.



Lynette Collins
Clerk of Court
COUNTY COURT, EL PASO COUNTY

DATE: October 25, 2013

By *Sue Ellen Coacher*
Deputy Clerk

211092522 09/23/2011 10:41:45
PGS 1 \$11.00 DF \$ 0

Electronically Recorded Official Records El Paso County CO
Wayne W. Williams Clerk and Recorder
TD1000 N

Recording Requested By:
Bank of America
Prepared By: Mary Ann Hierman
888-603-9011
When recorded mail to:
CoreLogic
450 E. Boundary St.
Attn: Release Dept.
Chapin, SC 29036



DocID# 27219653523619706

Property Address:
2814 E Woodmen Rd
Colorado Springs, CO 80920-3525
CO-ADT 13293596 9/13/2011

This space for Recorder's use

MIN #: 100322109010087128

MERS Phone #: 888-679-6377

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 3300 S.W. 34TH AVENUE, SUITE 101 OCALA, FL 34474 does hereby grant, sell, assign, transfer and convey unto BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP whose address is 400 NATIONAL WAY, SIMI VALLEY, CA 93065

all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

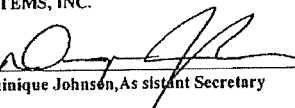
Original Lender: MORTGAGE SOLUTIONS OF COLORADO, LLC
Borrower(s): GERALD R. HAAG AND JACQUELINE V HAAG
Date of Deed of Trust: 1/9/2009
Original Loan Amount: \$327,061.00

Recorded in El Paso County, CO on: 1/26/2009, book N/A, page N/A and instrument number 209006459

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on

09/16/2011

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

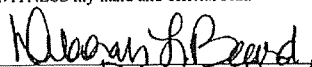
By: 
Dominique Johnson, Assistant Secretary

State of California
County of Ventura

On Sept 16, 2011 before me, Deborah L Beard, Notary Public, personally appeared Dominique Johnson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he (s) he (s) executed the same in his (her) his (her) authorized capacity (ies), and that by his (her) his (her) signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public: Deborah L Beard
My Commission Expires: June 26, 2013

(Seal)



ROBERT C. "BOB" BALINK El Paso County, CO
 01/26/2009 11:08:31 AM
 Doc \$0.00 Page
 Rec \$31.00 1 of 6 209006459

WHEN RECORDED, MAIL TO:
 MORTGAGE SOLUTIONS OF COLORADO
 5455 N UNION BLVD #205
 COLORADO SPRINGS, COLORADO 80918

This Instrument was prepared by:
 MORTGAGE SOLUTIONS OF COLORADO
 5455 N UNION BLVD #205
 COLORADO SPRINGS, COLORADO 80918
 719-447-0325

Loan Number: 314155

(Space Above This Line For Recording Data)

State of Colorado

FHA Case Number:
 0524833467703 - 203B

DEED OF TRUST

MIN: 100322109010087128

THIS DEED OF TRUST ("Security Instrument") is made on January 9, 2009,
 among the Grantor, GERALD R. HAAG AND JACQUELINE V HAAG ("Borrower"),
 the Public Trustee of EL PASO County ("Trustee"),

and the beneficiary, Mortgage Electronic Registration Systems, Inc., ("MERS"), which is acting solely as nominee for Lender (as hereinafter defined) and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

MORTGAGE SOLUTIONS OF COLORADO, L.L.C. ("Lender")
 is organized and existing under the laws of COLORADO,
 and has an address of 5455 N UNION BLVD #205, COLORADO SPRINGS, COLORADO 80918.

Borrower owes Lender the principal sum of THREE HUNDRED TWENTY-SEVEN THOUSAND SIXTY-ONE AND NO/100 Dollars (U.S. \$327,061.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on February 1, 2039. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in EL PASO County, Colorado:

LOT 23, BLOCK 8, IN COLUMBINE ESTATES, EL PASO COUNTY, COLORADO.

Parcel Identification Number: 6310003020

which has the address of 2814 E WOODMEN ROAD ("Property Address");
 COLORADO SPRINGS, COLORADO 80920

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrowers in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right

to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:
UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or

change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Safe Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.



16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Lender shall mail a copy of the notice to Borrower as provided in paragraph 13. Trustee shall record a copy of the notice in the county in which the Property is located. Trustee shall publish a notice of sale for the time and in the manner provided by applicable law and shall mail copies of the notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's certificate describing the Property and the time the purchaser will be entitled to Trustee's deed. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall request that Trustee release this Security Instrument and shall produce for Trustee, duly cancelled, all notes evidencing debts secured by this Security Instrument. Trustee shall release this Security Instrument without further inquiry or liability. Borrower shall pay any recordation costs and the statutory Trustee's fees.

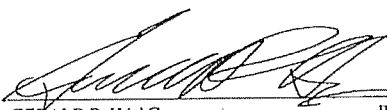
20. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

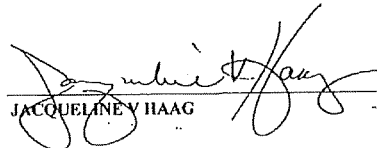
21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es)).

- | | | |
|---|--|--|
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Adjustable Rate Rider |
| <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Growing Equity Rider | <input type="checkbox"/> Other (specify): |

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.
Witnesses:


GERALD R. HAAG (Seal)
-Borrower

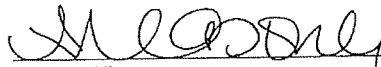

JACQUELINE V HAAG (Seal)
-Borrower

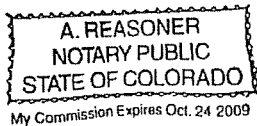
STATE OF COLORADO, EL PASO County ss:

The foregoing instrument was acknowledged before me this 9 day of January, 2009 by GERALD R. HAAG, and JACQUELINE V HAAG.
Witness my hand and official seal.

My Commission Expires: 10.24.2009

(Seal)


Notary Public



Recording Requested by

Bank of America, N.A.
WHEN RECORDED MAIL TO:

Bank of America, N.A.
1001 Liberty Avenue, Suite 675
Pittsburgh, PA 15222

415774-13057772 Melissa Allshouse
This document was prepared by Bank of America, N.A.
1001 Liberty Ave Ste 675 Pittsburgh PA 15222
See Exhibit B for assignments of record if applicable

Space Above for Recorder's Use

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (the "Agreement"), made on March 9, 2013 between GERALD R HAAG (the "Borrower(s)") and Bank of America, N.A., Original Lender/Beneficiary Lender or Servicer ("Lender"), amends and supplements that certain (Mortgage/Deed of Trust) (the "Security Instrument") dated the 9th of January, 2009 which covers the real and personal property described in the Security Instrument and defined therein as the 'Property' (See Exhibit A for Legal Description if applicable), located at 2814 E WOODMEN ROAD, COLORADO SPRINGS, CO 80920.

The real property described being set forth as follows:

SAME AS IN SAID SECURITY INSTRUMENT

Pres Rec 1/26/09 Trk # 209006459

In consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Security Instrument as follows:

The fifth [and sixth] sentence[s] of the first paragraph of the Security Instrument is[are] hereby amended to read in its[their] entirety as follows:

Borrower owes Lender the principal sum of three hundred fifty-two thousand six hundred eighty-four and 78/100, (U.S. Dollars) (\$352,684.78). This debt is evidenced Borrower's note dated the same date as the Security Instrument, as amended and restated as of the date herewith ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 1, 2043. The Borrower[s] shall comply with all other covenants, agreements and requirements of the Security Instrument. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument. Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrower[s] and Bank of America, N.A. shall be bound by, and comply with all of the terms and provisions thereof, as amended by this Agreement, and

DO NOT WRITE BELOW THIS LINE

THIS SECTION IS FOR INTERNAL Bank of America, N.A. USE ONLY

Bank of America, N.A., for itself or as successor by merger to BAC Home Loans Servicing, LP

By: Urban Settlement Services, LLC, its attorney in fact

By: [Signature]

Dated: APR 09 2013

Name: **Sanica Chanthivong**
Title: **ASSISTANT SECRETARY**

_____[Space below this line for Acknowledgement]_____

STATE OF Colorado
COUNTY OF Broomfield

On 4/9/2013 before me, Phillip Her Notary Public, personally appeared Sanica Chanthivong

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures (s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature] Notary Signature

Phillip Her Notary Public Printed Name Place Seal Here

12/27/2015 Notary Public Commission Expiration Date



My Comm. Expires December 27, 2015

the Security Instrument shall remain in full force and effect and shall continue to be a first lien on the above-described property. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

SIGNED AND ACCEPTED THIS 2 DAY OF April 2013
BY

[Signature]
GERALD R HAAG

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

State of Colorado, County of El Paso On this 2 day
of April 2013 before me the undersigned, a Notary Public in and for said State,
personally appeared GERALD R HAAG known to me, or proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
foregoing instrument and acknowledged
that he executed the same.

ELISHIA CHAVARIA
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 07/28/2016

Witness my hand and official seal.

Elishia Chavarria Notary Signature

Elishia Chavarria Notary Public Printed Name Place Seal Here

7/28/2016 Notary Public Commission Expiration Date

ELISHIA CHAVARIA
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 07/28/2016

LOT 23, BLOCK 8, IN COLUMBINE ESTATES, EL PASO COUNTY, COLORADO.

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 **Gerald R. Haag and Jacqueline V. Haag ("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. RW231,
in fee simple,
attached hereto and made a part hereof; and,

See Exhibit B legally describing, and Exhibit B-1 depicting Parcel No. RW231A-
REV1, in fee simple,
attached hereto and made a part hereof; and,

See Exhibit C legally describing, and Exhibit C-1 depicting Parcel No. PE231, 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. PE231A-
REV1, a permanent public improvements easement, attached hereto and made
a part hereof; and,

Woodmen Phase II
RES #
Parcel(s) RW231, RW231A-REV1, PE231,
PE231A-REV1, PE231B, TE231-REV1
and TE231A

Property Owner: _____ City Ints: _____

Date: _____ Date: _____

See Exhibit E legally describing, and Exhibit E-1 depicting Parcel No. PE231B, a permanent public improvements easement, attached hereto and made a part hereof; and,

See Exhibit F legally describing, and Exhibit F-1 depicting Parcel No. TE231-REV1 a temporary construction easement, attached hereto and made a part hereof; and,

See Exhibit G legally describing, and Exhibit G-1 depicting Parcel No. TE231A a temporary construction easement, attached hereto and made a part hereof.

also known as part of 2814 East Woodmen Road, Colorado Springs, CO 80920 and by El Paso County Tax Schedule No. 63100-03-020 (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 One Hundred Nine Thousand One Hundred Fifty-Five and 00/100 Dollars (\$109,155.00) (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.

Woodmen Phase II
RES #
Parcel(s) RW231, RW231A-REV1, PE231,
PE231A-REV1, PE231B, TE231-REV1
and TE231A

Property Owner: _____ City Ints: _____

Date: _____ Date: _____

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 RW231, 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 RW231A-REV1, 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.

Woodmen Phase II
RES #
Parcel(s) RW231, RW231A-REV1, PE231,
PE231A-REV1, PE231B, TE231-REV1
and TE231A

Property Owner: _____ City Ints: _____

Date: _____ Date: _____

- d. Permanent Public Improvement Easement. Seller shall convey Parcel PE231, described in Exhibit C and depicted on Exhibit C-1 a permanent easement in and to the Property 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 PE231A-REV1, described in Exhibit D and depicted on Exhibit D-1 a permanent easement in and to the Property 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.

- f. Permanent Public Improvement Easement. Seller shall convey Parcel PE231B, described in Exhibit E and depicted on Exhibit E-1 a permanent easement in and to the Property 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.

- g. Temporary Construction Easement. Seller shall convey Parcel TE231-REV1, a temporary construction easement, as described in Exhibit F and depicted on Exhibit F-1, to City by a Grant of Temporary Construction Easement, free and clear of any liens or encumbrances whether recorded or unrecorded, but subject to

Woodmen Phase II
 RES #
 Parcel(s) RW231, RW231A-REV1, PE231,
 PE231A-REV1, PE231B, TE231-REV1
 and TE231A

Property Owner: _____ City Ints: _____

Date: _____ Date: _____

existing easements, conditions and restrictions of record, insofar as they may lawfully affect the Property.

- h. Temporary Construction Easement. Seller shall convey Parcel TE231A, a temporary construction easement, as described in Exhibit G and depicted on Exhibit G-1, to City by a Grant of 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.

- i. 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.

- j. 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.

Woodmen Phase II
RES #
Parcel(s) RW231, RW231A-REV1, PE231,
PE231A-REV1, PE231B, TE231-REV1
and TE231A

Property Owner: _____ City Ints: _____

Date: _____ Date: _____

k. 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.

l. 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(s) and permanent easement(s) which shall vest title to the City of Colorado Springs, the fully executed Temporary Construction Easement(s), 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,

Woodmen Phase II
RES #
Parcel(s) RW231, RW231A-REV1, PE231,
PE231A-REV1, PE231B, TE231-REV1
and TE231A

Property Owner: _____ City Ints: _____

Date: _____ Date: _____

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:
Gerald R. Haag and Jacqueline V. Haag 2814 East Woodmen Road Colorado Springs, CO 80920 Phone: (719) 963-0886 Cell: E-mail: my2bits@earthlink.net	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.

Woodmen Phase II
RES #
Parcel(s) RW231, RW231A-REV1, PE231,
PE231A-REV1, PE231B, TE231-REV1
and TE231A

Property Owner: _____ City Ints: _____

Date: _____ Date: _____

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.

Woodmen Phase II
RES #
Parcel(s) RW231, RW231A-REV1, PE231,
PE231A-REV1, PE231B, TE231-REV1
and TE231A

Property Owner: _____ City Ints: _____

Date: _____ Date: _____

- 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.

Woodmen Phase II
 RES #
 Parcel(s) RW231, RW231A-REV1, PE231,
 PE231A-REV1, PE231B, TE231-REV1
 and TE231A

Property Owner: _____ City Ints: _____

Date: _____ Date: _____

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) RW231, RW231A-REV1, PE231,
PE231A-REV1, PE231B, TE231-REV1
and TE231A

Property Owner: _____ City Ints: _____

Date: _____ Date: _____

VII. SIGNATURE PAGES

Seller: Gerald R. Haag and Jacqueline V. Haag

By: _____ Date _____

State of _____)
County of _____) ss.
_____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Gerald R. Haag.

Witness my hand and official seal

My commission Expires: _____

Notary Public

By: _____ Date _____

State of _____)
County of _____) ss.
_____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Jacqueline V. Haag.

Witness my hand and official seal

My commission Expires: _____

Notary Public

Woodmen Phase II
RES #
Parcel(s) RW231, RW231A-REV1, PE231,
PE231A-REV1, PE231B, TE231-REV1
and TE231A

Property Owner: _____ City Ints: _____

Date: _____ Date: _____

CITY OF COLORADO SPRINGS:

By: _____ Date _____
Ronn Carlentine
Manager, Real Estate Services

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Ronn Carlentine as Real Estate Services Manager for the City of Colorado Springs.

Witness my hand and official seal

My commission Expires: _____

Notary Public

By: _____ Date _____
Stuart King, Capital Improvement Projects Manager

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Stuart King as Capital Improvement Projects Manager for the City of Colorado Springs, Colorado.

Witness my hand and official seal

My commission Expires: _____

Notary Public

Approved as to form:

City Attorney Date _____

Woodmen Phase II
RES #
Parcel(s) RW231, RW231A-REV1, PE231,
PE231A-REV1, PE231B, TE231-REV1
and TE231A

Property Owner: _____ City Ints: _____

Date: _____ Date: _____