

El Paso County Department of Public Works
MEMORANDUM OF AGREEMENT

Project No : 503940

Location : Fountain Creek at Janitell Road

Parcel # : TE-2 and TE-2A

County : El Paso

This Agreement made on Dec 14, 2022 (date) is between **El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado** (GRANTEE), for the purchase of the parcel(s) listed above from the Owner, **Me & Thee, LLC** (GRANTOR).

Just compensation was determined by waiver valuation prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following land, easements, improvements, claims, and damages of any kind.

| | | |
|---|--|---------|
| Land | sq ft <input type="checkbox"/> /acres <input type="checkbox"/> | \$ 0 |
| Non-Exclusive Permanent Easements | sq ft <input type="checkbox"/> /acres <input type="checkbox"/> | \$ 0 |
| Temporary Easement TE-2 (described in attached exhibits A & B) | 20,789 sq ft | \$260 |
| Temporary Easement TE-2A (described in attached exhibits C & D) | 35,299 sq ft | \$8,825 |
| Improvements | | \$ 0 |
| Damages | | \$ 0 |
| Offer Total (rounded) | | \$9,100 |
| Net Total | | \$9,100 |

Other conditions:

1. Vehicular access to the GRANTOR's property is not affected by the conveyance herein.
2. The GRANTOR shall be notified by the GRANTEE or its assigns in writing at least one week in advance of work on the Property. Notification will constitute the date of notice as described in the Temporary Construction Easements Agreement (TE-2 and TE-2A).
3. Any disturbed fencing will be reset by the project upon completion of construction.
4. Disturbed property will be returned to like or better condition upon completion of construction.
5. Existing on-site materials within TE-2 may be utilized or re-purposed for Project materials during construction.
6. Existing on-site materials within TE-2A will not be utilized or re-purposed for Project materials during construction.

Notwithstanding anything to the contrary herein, the Agreement is contingent upon the El Paso County Board of County Commissioner's (hereinafter "Board") consideration and approval, and the GRANTEE will only make payment after receiving an acceptable conveyance instrument from the GRANTOR as indicated below and after formal approval by the Board.

The GRANTOR and GRANTEE agree that:

- there are no promises, terms, conditions, or obligations other than those listed on this Agreement.
- this Agreement is binding on both the GRANTOR and GRANTEE and their heirs, devisees, executors, administrators, legal representatives, successors, assigns, and designees.
- the compensation shown on this Agreement is for the applicable temporary easement interest(s) of the parcels described and any claims and/or damages of any kind, unless otherwise indicated.
- this Agreement is expressly subject to the execution of releases or subordinations pertaining to any interests relating to the property.
- failure of the GRANTOR to secure release or subordination of all outstanding interests in the Property to the GRANTEE'S satisfaction prior to closing may, at GRANTEE'S sole option, render this Contract null and void.
- GRANTEE may elect to waive GRANTOR'S requirement to obtain release, partial release, or subordination of any lien(s) or mortgage interest(s) in the Property and will notify GRANTOR in writing of said waiver. Waiver of such by GRANTEE shall not absolve GRANTOR of GRANTOR'S obligations to lienholder(s), including, but not limited to, any requirements under a Due on Sale provision.
- agree that the closing date may be extended at the GRANTEE'S sole option to resolve any matter necessary to obtaining merchantable title to the Property.
- this Agreement shall be deemed a contract binding upon the GRANTEE and GRANTOR and the GRANTOR'S successors, assigns, designees, heirs, devisees, executors, administrators, and legal representatives.

The GRANTOR:

- will at the closing pay all taxes (including prorated taxes for the current year) and special assessments for the current year.
- understands, acknowledges and agrees that the beneficiaries of any unpaid mortgage(s), deed(s) of trust, taxes and/or other financial indebtedness secured by the GRANTOR'S Property may claim all or any portion of the compensation paid pursuant to this Agreement.
- has entered into this Agreement only because the GRANTEE has the power of eminent domain and requires the property for public purposes.
- will execute and deliver to GRANTEE those documents indicated below.
- hereby agrees to provide merchantable title to the Property.
- agrees to take all required actions and execute all documents necessary to secure releases or subordinations of any outstanding liens, leases, mortgages, or other encumbrances against, or affecting, the Property by all outstanding lienors, lessees, mortgagees, or any others with legal or equitable interests.
- agrees that the GRANTEE will be entitled to specific performance of this Agreement.
- agrees that the GRANTEE shall be entitled to take immediate possession of the Property upon the signing of this Agreement by the Parties and tender of payment either (a) directly to the GRANTOR, or (b) by depositing the agreed upon compensation into escrow with the GRANTEE'S closing agent unless other specific arrangements are agreed to by the Parties. This grant of possession of the Property to the GRANTEE shall serve as an irrevocable license to occupy and use said Property for the purposes of the Project until the GRANTOR executes and delivers to the County the necessary documents as stated below, and until the beneficiaries of any unpaid mortgage(s), deed(s) of trust or other financial indebtedness secured by the Owner's Property execute any and all required releases or subordinations, including, but not limited to, Requests for Partial Releases.

The GRANTEE:

- will be entitled to specific performance of this Agreement upon tender of the agreed consideration.
- will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law.
- will prepare the following documents:

- | | | |
|---|--------------------------------------|---|
| <input type="checkbox"/> Special Warranty Deed | <input type="checkbox"/> w/Min Resv. | <input type="checkbox"/> Non-Exclusive Permanent Utility Easement |
| <input type="checkbox"/> Access Deed | | <input type="checkbox"/> Non-Exclusive Permanent Easement |
| <input type="checkbox"/> Full Release(s) Book/Page/Reception # | | <input type="checkbox"/> Slope Easement |
| <input type="checkbox"/> Partial Release(s) Book/Page/Reception # | | <input checked="" type="checkbox"/> Temporary Easement |
| <input type="checkbox"/> Other (specify): Any applicable document(s) required by the closing agent and/or GRANTEE to facilitate closing | | |
| <input type="checkbox"/> Title Company to prepare documents except | | |

Order Check \$9,100.00

Payable to: Me & Thee, LLC

El Paso County, by and through the Board of County Commissioners
of El Paso County, Colorado

ATTEST:

Stan VanderWerf, Chair

County Clerk and Recorder

Reference: BoCC resolution # _____

GRANTOR signature(s)

Me & Thee, LLC

Me & Thee, LLC

Charles J. Murphy, manager

EXHIBIT "A"
TEMPORARY EASEMENT NUMBER: TE-2
EL PASO COUNTY PROJECT NO. 128558

DATE: NOVEMBER 02, 2022

A Temporary Easement, TE-2, located within a parcel of land as described by Warranty Deed, Reception Number 217074792, in the El Paso County Clerk and Recorder's office and located in the Southwest 1/4 of Section 28, Township 14 South, Range 66 West of the 6th Principal Meridian, County of El Paso, State of Colorado, described as follows:

COMMENCING at a Northeasterly corner of Lot 1, Grayline Bus Facility No. 1, as recorded at Reception Number 208712739 in said office; Thence North 38°00'14" West, a distance of 248.49 feet to the Southwesterly corner of Tract 11, Valley Gardens Plat, as recorded at Reception Number 000116893 in said office, said corner also being an Easterly right-of-way line of Janitell Road and the **POINT OF BEGINNING**;

1. Thence along a Westerly line of said Tract 11, also being an Easterly right-of-way line of Janitell Road, North 00°21'10" West, a distance of 208.01 feet to the Southwest corner of an existing El Paso County Permanent Easement as described in Book 5655, Page 699 in the El Paso County Clerk and Recorders office;
2. Thence departing said Westerly line of said Tract 11 and along the South line of said existing El Paso County Permanent Easement, North 89°38'49" East, a distance of 50.00 feet to the Southeast corner of said easement;
3. Thence North 00°21'11" West along the East line of said easement, a distance of 35.00 feet to a point;
4. Thence departing said East line of said easement, South 49°05'12" East, a distance of 56.50 feet;
5. Thence South 17°26'11" East, a distance of 139.37 feet to a point on a Southerly boundary of said Tract 11;
6. Thence South 61°07'02" West, a distance of 151.85 feet along the Southerly boundary of Tract 11 to said Southwesterly corner of said Tract 11 and **THE POINT OF BEGINNING**.

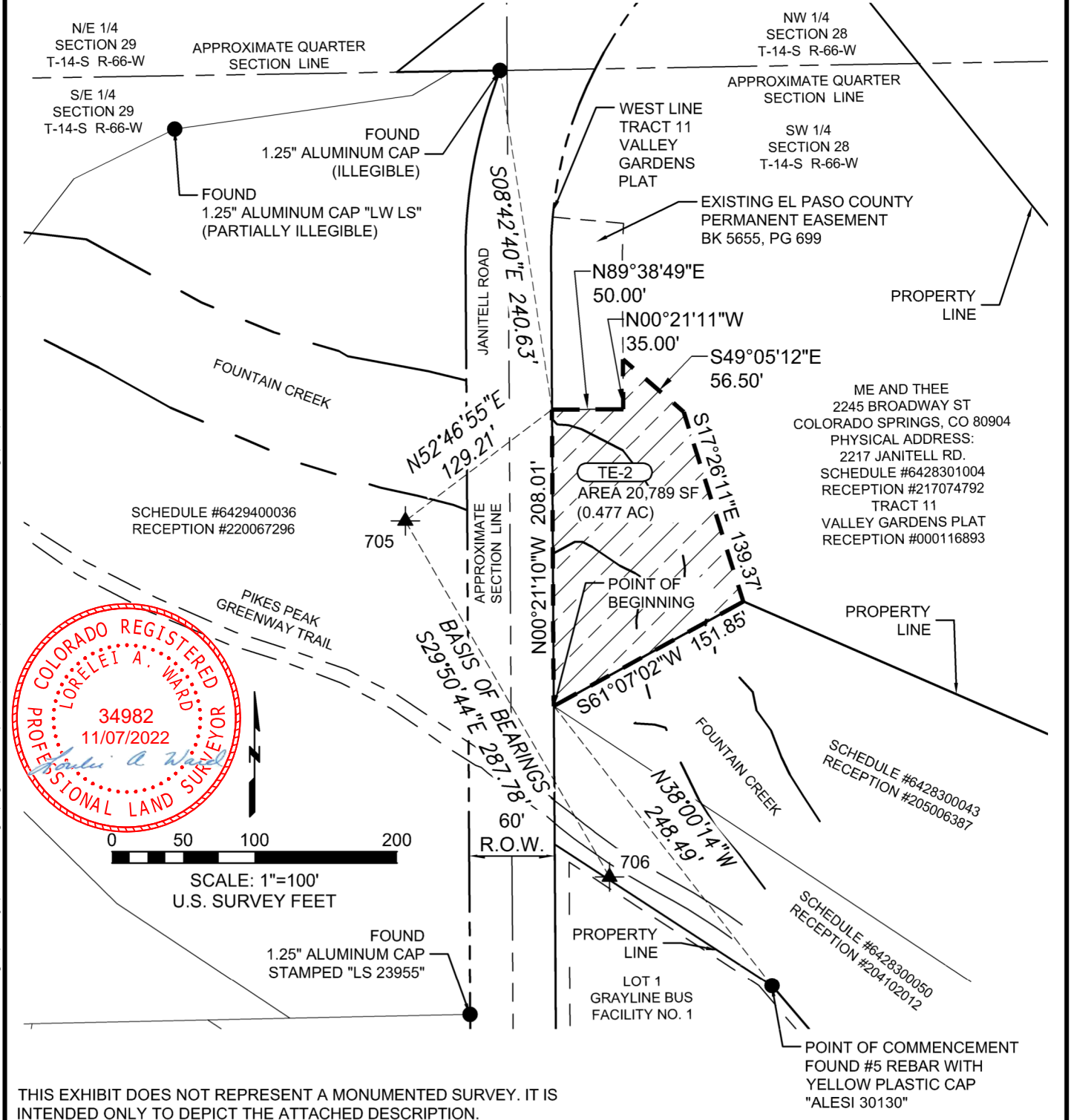
Containing an area of 20,789 square feet or 0.477 acres, more or less.

Basis of Bearings: Bearings used in the calculation of coordinates are based on a project grid bearing of South 29°50'44" East from control point 705 to control point 706, established for and shown in the Janitell Road Bridge Improvement construction project 152064. Both monuments are 1.5" red plastic caps set on #4 rebar.

Prepared for and on behalf of
El Paso County, Colorado.
Lorelei A. Ward, PLS 34982
5775 Mark Dabbling Boulevard, Suite 190
Colorado Springs, CO 80919
(719) 590-9194



ILLUSTRATION FOR
EXHIBIT A
PAGE 2 OF 2



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS
INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.



5775 MARK DABLING BLVD., SUITE 190
COLORADO SPRINGS, COLORADO 80919
(719) 590-9194 / info@f-w.com

EL PASO COUNTY
JANITELL ROAD BRIDGE IMPROVEMENTS
EL PASO COUNTY PROJECT NO. 152064
TE-2 - TEMPORARY EASEMENT
SW 1/4 SECTION 28, T 14 S, R 66 W OF THE 6TH P.M.
COUNTY OF EL PASO, STATE OF COLORADO

PROJECT NO.: 0210332.00
DRAWN: SWS
REVIEWED: LAW
DATE: 11-02-2022

2 OF 2

EXHIBIT "A"
TEMPORARY EASEMENT NUMBER: TE-2A
EL PASO COUNTY PROJECT NO. 128558

DATE: NOVEMBER 02, 2022

A Temporary Easement, TE-2A, located within a parcel of land as described by Warranty Deed, Reception Number 217074792, in the El Paso County Clerk and Recorder's office and located in the West 1/4 of Section 28, Township 14 South, Range 66 West of the 6th Principal Meridian, County of El Paso, State of Colorado, described as follows:

COMMENCING at a Northeasterly corner of Lot 1, Grayline Bus Facility No. 1, as recorded at Reception Number 208712739 in said office; Thence North 04°15'25" West, a distance of 269.89 feet to an angle point on the Southerly line of Tract 11, Valley Gardens Plat, as recorded at Reception Number 000116893 in said office and **THE POINT OF BEGINNING;**

1. Thence departing said Southerly line of said Tract 11, North 17°26'11" West, a distance of 139.37 feet;
2. Thence North 40°27'40" East, a distance of 53.51 feet;
3. Thence North 89°38'49" East, a distance of 22.50 feet;
4. Thence North 00°21'11" West, a distance of 259.91 feet;
5. Thence North 38°39'10" West, a distance of 52.26 feet to a point on the Northwesterly line of said Tract 11, also being a point on a Southeasterly right-of-way line of Janitell Road;
6. Thence along said Northwesterly line of said Tract 11, also being the Southeasterly right-of-way line of Janitell Road, North 51°21'50" East, a distance of 50.00 feet to the Northerly corner of said Tract 11, also being a point on a Southwesterly right-of-way line of Janitell Road;
7. Thence South 38°38'10" East along a Northeasterly line of said Tract 11, a distance of 29.28 feet to a point;
8. Thence departing said Northeasterly line of said Tract 11, South 00°21'11" East, a distance of 308.91 feet;
9. Thence South 24°35'57" East, a distance of 72.26 feet;
10. Thence South 49°42'09" East, a distance of 143.50 feet;
11. Thence South 40°10'47" West, a distance of 89.72 feet to a point on a Southerly line of said Tract 11;
12. Thence North 66°30'10" West, a distance of 133.14 feet along said Southerly line of said Tract 11 to **THE POINT OF BEGINNING.**

Containing an area of 35,299 square feet or 0.810 acres, more or less.

Basis of Bearings: Bearings used in the calculation of coordinates are based on a project grid bearing of South 29°50'44" East from control point 705 to control point 706, established for and shown in the Janitell Road Bridge Improvement construction project 152064. Both monuments are 1.5" red plastic caps set on #4 rebar.

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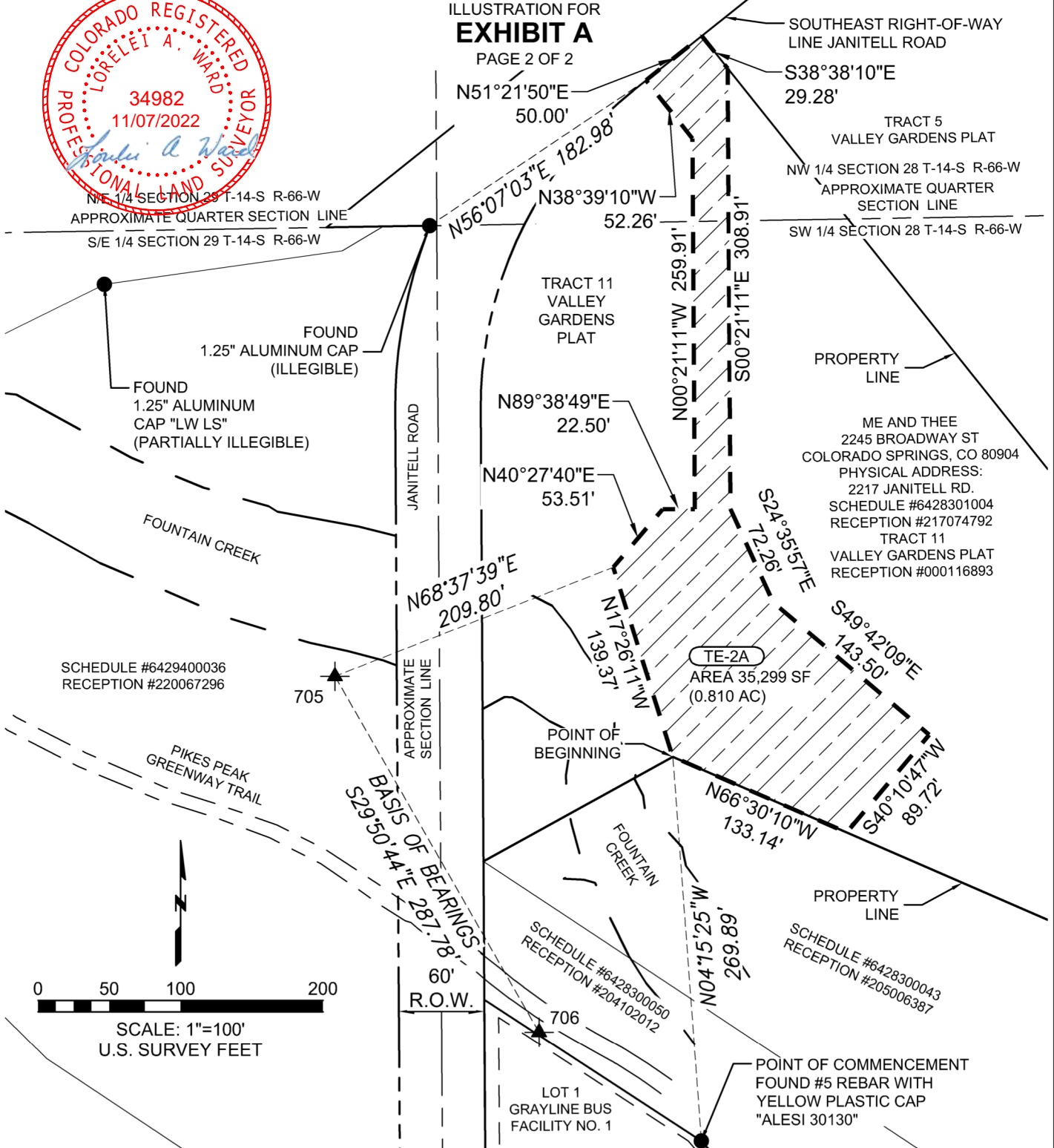


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ILLUSTRATION FOR
EXHIBIT A

PAGE 2 OF 2



Farnsworth
GROUP

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