

El Paso County Department of Public Works  
MEMORANDUM OF AGREEMENT

Project No : 270235

Location : 1 Widefield Boulevard

Parcel # : TE-1

County : El Paso

This Agreement made on April 27, 2021 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, RM Leasing, LLC, a Colorado limited liability company (GRANTOR).

Just compensation was determined by a 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: none		\$ -0-
Non-Exclusive Permanent Easements: none		\$ -0-
Temporary Easement TE-1 (described in attached exhibits A & B)	133 sq ft <input checked="" type="checkbox"/> /acres <input type="checkbox"/>	\$ 200.00
Non-Exclusive Permanent Utility Easement: none		\$ -0-
Improvements: none		\$ -0-
Damages: none		\$ -0-
Offer Total (rounded)		\$ 200.00 (minimum)
Net Total		\$ 200.00

Other conditions:

- 1.) Vehicular access to the GRANTOR's property, that will be subject to the easement conveyance herein, shall not be modified or altered by GRANTEE.
- 2.) Where affected by the Project, the hard surface area within TE-1 will be repaired or replaced using similar materials at the sole cost of and by the Project.

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 fee simple estate, permanent easement interest(s), or 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.

Chuck Broerman

04/28/2021 09:05:32 AM

Doc \$0.00

Rec \$0.00

4

Pages

El Paso County, CO



221083808

*Handwritten initials: GW*

Project No.: 270235

Parcel No.: TE-1

**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 checked="" 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   |                                      |   |

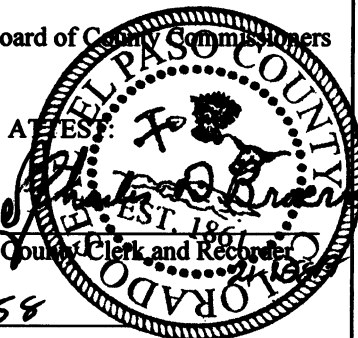
Order Check \$200.00

Payable to: RM Leasing, LLC, a Colorado limited liability company

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

Stan VanderWerf, Chair

Reference: BoCC resolution # 21-158

**GRANTOR:**

RM Leasing, LLC, a Colorado limited liability company

By: \_\_\_\_\_

Roger D. Myers as President and Member

By: \_\_\_\_\_

Raquel Myers as Corporate Secretary and Member

**EXHIBIT A**

EL PASO COUNTY PROJECT NUMBER 270235

**TEMPORARY EASEMENT TE-1**

PART OF 1 WIDFIELD BLVD., LAND SURVEY PLAT, RECEPTION No. 208900035

SITUATE

THE NORTH HALF OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6th P.M.  
EL PASO COUNTY, COLORADO**LEGAL DESCRIPTION**

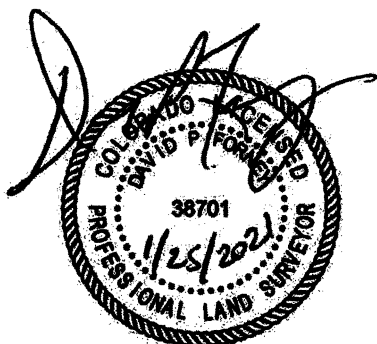
A TRACT OF LAND SITUATED IN THE NORTH HALF OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING A PART OF A PARCEL OF LAND LOCATED AT 1 WIDFIELD BLVD., FOUNTAIN, CO. RECORDED IN LAND SURVEY PLAT RECORDED AT RECEPTION No. 208900035 OF THE RECORDS OF THE CLERK AND RECORDER OF EL PASO COUNTY, COLORADO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL MONUMENTED WITH A FOUND NAIL AND WASHER, STAMPED "MARIOTTI PLS 22573", THENCE;

1. ALONG THE NORTHERLY LINE OF SAID PARCEL, SAID LINE ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF FONTAINE BLVD. THE FOLLOWING TWO (2) COURSES:
  - a) NORTH 53°57'24" EAST A DISTANCE OF 5.35 FEET, THENCE;
  - b) ON THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 15°46'49", A RADIUS OF 281.96 FEET, AN ARC LENGTH OF 77.66 FEET, A CHORD BEARING OF NORTH 61°50'48" EAST AND A CHORD LENGTH OF 77.41 FEET TO THE POINT OF BEGINNING, THENCE;
2. CONTINUING ON SAID NORTHERLY PARCEL LINE THE FOLLOWING THREE (3) COURSES:
  - a) CONTINUING ON THE ARC OF THE PREVIOUS DESCRIBED CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 00°46'25", A RADIUS OF 281.96 FEET, AN ARC LENGTH OF 3.81 FEET, A CHORD BEARING OF NORTH 70°07'25" EAST AND A CHORD LENGTH OF 3.81 FEET, THENCE;
  - b) SOUTH 89°31'36" EAST A DISTANCE OF 7.10 FEET, THENCE;
  - c) ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 49°08'50", A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 21.44 FEET, A CHORD BEARING OF SOUTH 74°57'19" EAST AND A CHORD LENGTH OF 20.79 FEET, THENCE;
3. SOUTH 50°43'29" WEST A DISTANCE OF 4.88 FEET, THENCE;
4. NORTH 74°57'19" WEST A DISTANCE OF 27.94 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 133 SQUARE FEET, (0.0031 ACRES), MORE OR LESS.

ALL BEARINGS ARE BASED ON A PORTION OF THE WESTERLY LINE OF SAID PARCEL OF LAND LOCATED AT 1 WIDFIELD BLVD., FOUNTAIN, CO. FROM THE NORTHWEST CORNER OF SAID PARCEL MONUMENTED WITH A FOUND NAIL AND WASHER, STAMPED "MARIOTTI PLS 22573", TO THE FIRST ANGLE POINT SOUTH BEING MONUMENTED BY A FOUND REBAR WITH AN ALUMINUM CAP STAMPED "MARIOTTI PLS 22573", AND IS ASSUMED TO BEAR SOUTH 30°32'31" EAST A DISTANCE OF 95.44 FEET.



PREPARED BY: DAVID P. FORNEY  
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38701  
FOR AND ON BEHALF OF EL PASO COUNTY

SCALE: NONE      DATE: 01/25/2021  
DRAWING: SecurityFontaine\_Legal\_TE1.dwg BY: NH

EL PASO COUNTY  
DEPARTMENT OF PUBLIC WORKS

# EXHIBIT B

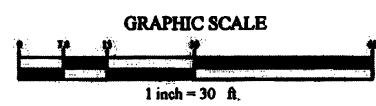
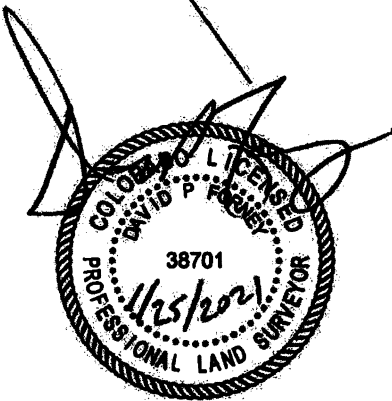
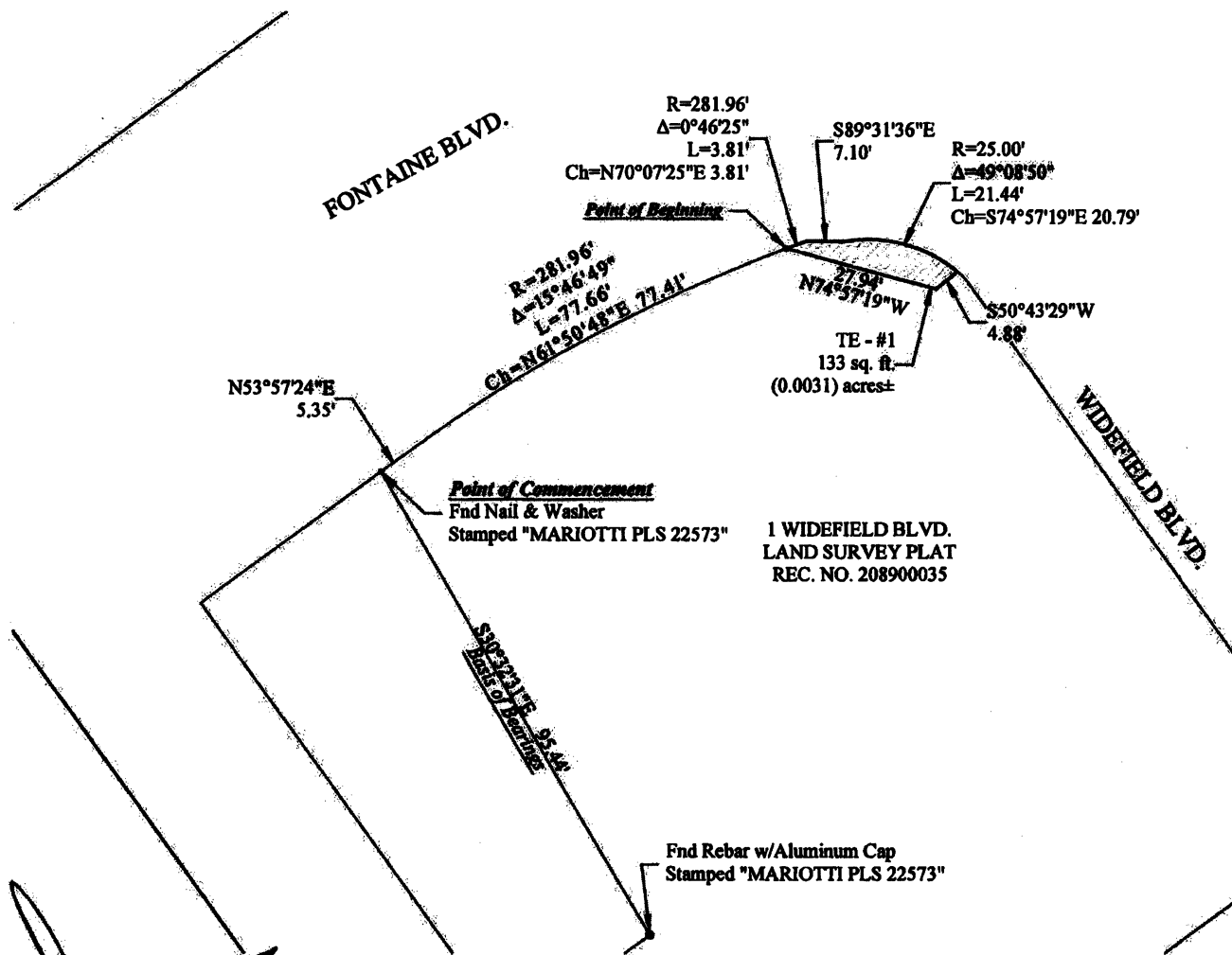
EL PASO COUNTY PROJECT NUMBER 270235

## TEMPORARY EASEMENT TE-1

PART OF 1 WIDEFIELD BLVD., LAND SURVEY PLAT, RECEPTION No. 208900035

SITUATE

THE NORTH HALF OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6th P.M.  
EL PASO COUNTY, COLORADO



PREPARED BY: DAVID P. FORNEY  
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38701  
FOR AND ON BEHALF OF EL PASO COUNTY

SCALE: 1"=30' DATE: 01/25/2021  
DRAWING: SecurityFontaine\_Legal\_TE1.dwg BY: NH

EL PASO COUNTY  
DEPARTMENT OF PUBLIC WORKS

**El Paso County Department of Public Works  
MEMORANDUM OF AGREEMENT**

Project No : 270235

Location : 2 Widefield Boulevard

Parcel # : RW-1, RW-2, TE-2

County : El Paso

This Agreement made on April 27, 2021 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, Fountain Valley Investment Company, a partnership (GRANTOR).

Just compensation was determined by a 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 RW-1 (described in attached exhibits A & B)	277 sq ft <input checked="" type="checkbox"/> /acres <input type="checkbox"/>	\$ 970.00
Land RW-2 (described in attached exhibits C & D)	1,383 sq ft <input checked="" type="checkbox"/> /acres <input type="checkbox"/>	\$ 4,841.00
Non-Exclusive Permanent Easements: none		\$ -0-
Temporary Easement TE-2 (described in attached exhibits E & F)	1,288 sq ft <input checked="" type="checkbox"/> /acres <input type="checkbox"/>	\$ 451.00
Non-Exclusive Permanent Utility Easement: none		\$ -0-
Improvements:		
4 deciduous trees		\$ 2,000.00
2 juniper bushes & 3 shrubs		\$ 232.00
Landscape boulders and rock		\$ 330.00
Damages: none		\$ -0-
Offer Total (rounded)		\$ 8,850.00
Net Total		\$ 8,850.00

**Other conditions:**

- 1.) Vehicular access to the GRANTOR's property, that will be subject to the right-of-way and easement conveyance herein, will be modified or altered by GRANTEE.
- 2.) Where affected by the GRANTEE, the asphalt surface area and parking stall striping within TE 2 will be restored, repaired, resurfaced or repainted using same or similar materials at the sole cost of and by the GRANTEE.
- 3.) The GRANTEE shall not repair, restore, reset or replace any affected improvements.

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 fee simple estate, permanent easement interest(s), or 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.

Chuck Broerman

04/28/2021 09:05:32 AM

Doc \$0.00

8

Rec \$0.00

Pages

El Paso County, CO



221083810

cc: EPC (original)  
Property Owner

Revised 2019-06-10  
Initialed *gfw*

**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 checked="" 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 checked="" 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 \$8,850.00

Payable to: Land Title Guarantee Company as Escrow Agent for:  
Fountain Valley Investment Company, a partnershipEl Paso County, by and through the Board of County Commissioners  
of El Paso County, Colorado


*Stan VanderWerf*  
Stan VanderWerf, Chair  
County Clerk and Recorder  
21-159A

Reference: BoCC resolution # 21-159GRANTOR:  
Fountain Valley Investment Company, a partnership

By: *J. Mark Watson*  
Name: J. Mark Watson  
Title: Member

# EXHIBIT A

EL PASO COUNTY PROJECT NUMBER 270235

## RIGHT-OF-WAY PARCEL RW-1

PART OF LOT 1, WIDEFIELD MALL SUBDIVISION FILING No. 1

SITUATE

THE NORTH HALF OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6th P.M.  
EL PASO COUNTY, COLORADO

### LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE NORTH HALF OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING A PART OF LOT 1, WIDEFIELD MALL SUBDIVISION FILING No. 1 RECORDED AT RECEPTION No. 201168775 OF THE RECORDS OF THE CLERK AND RECORDER OF EL PASO COUNTY, COLORADO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF A PARCEL OF LAND LOCATED AT I WIDEFIELD BLVD., FOUNTAIN, CO. RECORDED IN LAND SURVEY PLAT RECORDED AT RECEPTION No. 208900035 OF THE RECORDS OF THE CLERK AND RECORDER OF EL PASO COUNTY, COLORADO MONUMENTED WITH A FOUND NAIL AND WASHER, STAMPED "MARIOTTI PLS 22573", THENCE:

1. NORTH 75°16'02" EAST A DISTANCE OF 225.03 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING, THENCE;
2. ALONG THE NORTH LINE OF SAID LOT 1, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF FONTAINE BLVD., SOUTH 89°29'24" EAST A DISTANCE OF 10.46 FEET, THENCE;
3. ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 113°12'02", A RADIUS OF 23.50 FEET, AN ARC LENGTH OF 46.43 FEET, A CHORD BEARING OF SOUTH 20°36'05" WEST AND A CHORD LENGTH OF 39.24 FEET, THENCE;
4. SOUTH 35°59'56" EAST A DISTANCE OF 9.40 FEET, THENCE;
5. SOUTH 54°00'04" WEST A DISTANCE OF 4.92 FEET TO THE WESTERLY LINE OF SAID LOT 1, SAID LINE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF WIDEFIELD BLVD., THENCE;
6. ALONG SAID WESTERLY LINE THE FOLLOWING TWO (2) COURSES:
  - a) NORTH 36°02'36" WEST A DISTANCE OF 18.05 FEET, THENCE;
  - b) ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 71°22'38", A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 37.37 FEET, A CHORD BEARING OF NORTH 20°46'57" EAST AND A CHORD LENGTH OF 35.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 277 SQUARE FEET, (0.0064 ACRES), MORE OR LESS.

ALL BEARINGS ARE BASED ON A PORTION OF THE WESTERLY LINE OF SAID PARCEL OF LAND LOCATED AT I WIDEFIELD BLVD., FOUNTAIN, CO. FROM THE NORTHWEST CORNER OF SAID PARCEL MONUMENTED WITH A FOUND NAIL AND WASHER, STAMPED "MARIOTTI PLS 22573", TO THE FIRST ANGLE POINT SOUTH BEING MONUMENTED BY A FOUND REBAR WITH AN ALUMINUM CAP STAMPED "MARIOTTI PLS 22573", AND IS ASSUMED TO BEAR SOUTH 30°32'31" EAST A DISTANCE OF 95.44 FEET.



PREPARED BY: DAVID P. FORNEY  
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38701  
FOR AND ON BEHALF OF EL PASO COUNTY

SCALE: NONE    DATE: 01/25/2021  
DRAWING: SecurityFontaine\_Legal\_RW1.dwg BY: NH

EL PASO COUNTY  
DEPARTMENT OF PUBLIC WORKS

# EXHIBIT B

EL PASO COUNTY PROJECT NUMBER 270235

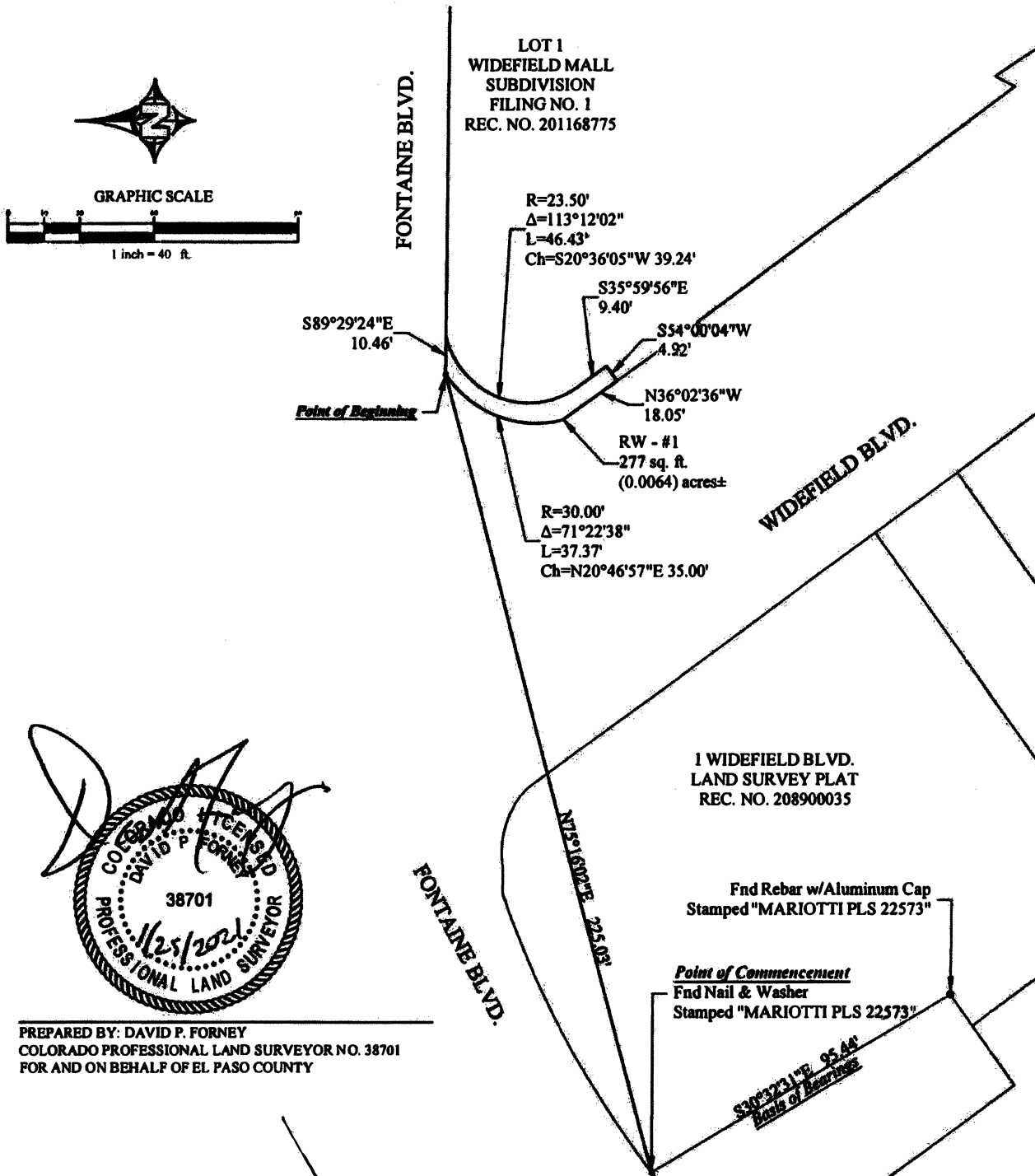
## RIGHT-OF-WAY PARCEL RW-1

PART OF LOT 1, WIDEFIELD MALL SUBDIVISION FILING No. 1

SITUATE

THE NORTH HALF OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6th P.M.

EL PASO COUNTY, COLORADO



PREPARED BY: DAVID P. FORNEY  
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38701  
FOR AND ON BEHALF OF EL PASO COUNTY



**EXHIBIT C**

EL PASO COUNTY PROJECT NUMBER 270235

**RIGHT-OF-WAY PARCEL RW-2**

PART OF LOT 1, WIDEFIELD MALL SUBDIVISION FILING No. 1

SITUATE

THE NORTH HALF OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6th P.M.  
EL PASO COUNTY, COLORADO

**LEGAL DESCRIPTION**

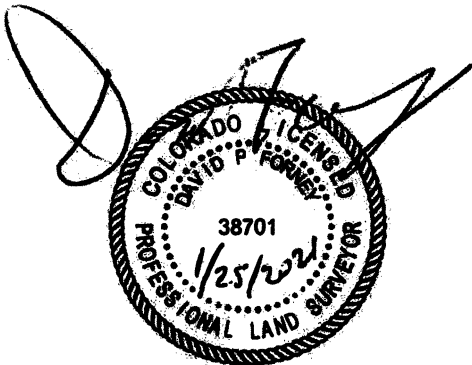
A TRACT OF LAND SITUATED IN THE NORTH HALF OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING A PART OF LOT 1, WIDEFIELD MALL SUBDIVISION FILING No. 1 RECORDED AT RECEPTION No. 201168775 OF THE RECORDS OF THE CLERK AND RECORDER OF EL PASO COUNTY, COLORADO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF A PARCEL OF LAND LOCATED AT 1 WIDEFIELD BLVD., FOUNTAIN, CO. RECORDED IN LAND SURVEY PLAT RECORDED AT RECEPTION No. 208900035 OF THE RECORDS OF THE CLERK AND RECORDER OF EL PASO COUNTY, COLORADO MONUMENTED WITH A FOUND NAIL AND WASHER, STAMPED "MARIOTTI PLS 22573", THENCE:

1. NORTH 75°16'02" EAST A DISTANCE OF 225.03 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, THENCE;
2. ALONG THE NORTH LINE OF SAID LOT 1, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF FONTAINE BLVD., SOUTH 89°29'24" EAST A DISTANCE OF 68.08 FEET TO THE POINT OF BEGINNING, THENCE;
3. CONTINUING ALONG SAID NORTH LINE SOUTH 89°29'24" EAST A DISTANCE OF 160.23 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, THENCE;
4. ALONG THE EAST LINE OF SAID LOT 1 SOUTH 00°30'37" WEST A DISTANCE OF 13.00 FEET, THENCE;
5. ALONG A LINE PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE OF FONTAINE BLVD. NORTH 89°29'24" WEST A DISTANCE OF 52.58 FEET, THENCE;
6. NORTH 82°36'17" WEST A DISTANCE OF 108.44 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.383 SQUARE FEET, (0.0317 ACRES), MORE OR LESS.

ALL BEARINGS ARE BASED ON A PORTION OF THE WESTERLY LINE OF SAID PARCEL OF LAND LOCATED AT 1 WIDEFIELD BLVD., FOUNTAIN, CO. FROM THE NORTHWEST CORNER OF SAID PARCEL MONUMENTED WITH A FOUND NAIL AND WASHER, STAMPED "MARIOTTI PLS 22573", TO THE FIRST ANGLE POINT SOUTH BEING MONUMENTED BY A FOUND REBAR WITH AN ALUMINUM CAP STAMPED "MARIOTTI PLS 22573", AND IS ASSUMED TO BEAR SOUTH 30°32'31" EAST A DISTANCE OF 95.44 FEET.



PREPARED BY: DAVID P. FORNEY  
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38701  
FOR AND ON BEHALF OF EL PASO COUNTY

SCALE: NONE    DATE: 01/25/2021  
DRAWING: SecurityFontaine\_Legal\_RW2.dwg BY: NH

EL PASO COUNTY  
DEPARTMENT OF PUBLIC WORKS

# EXHIBIT D

EL PASO COUNTY PROJECT NUMBER 270235  
RIGHT-OF-WAY PARCEL RW-2

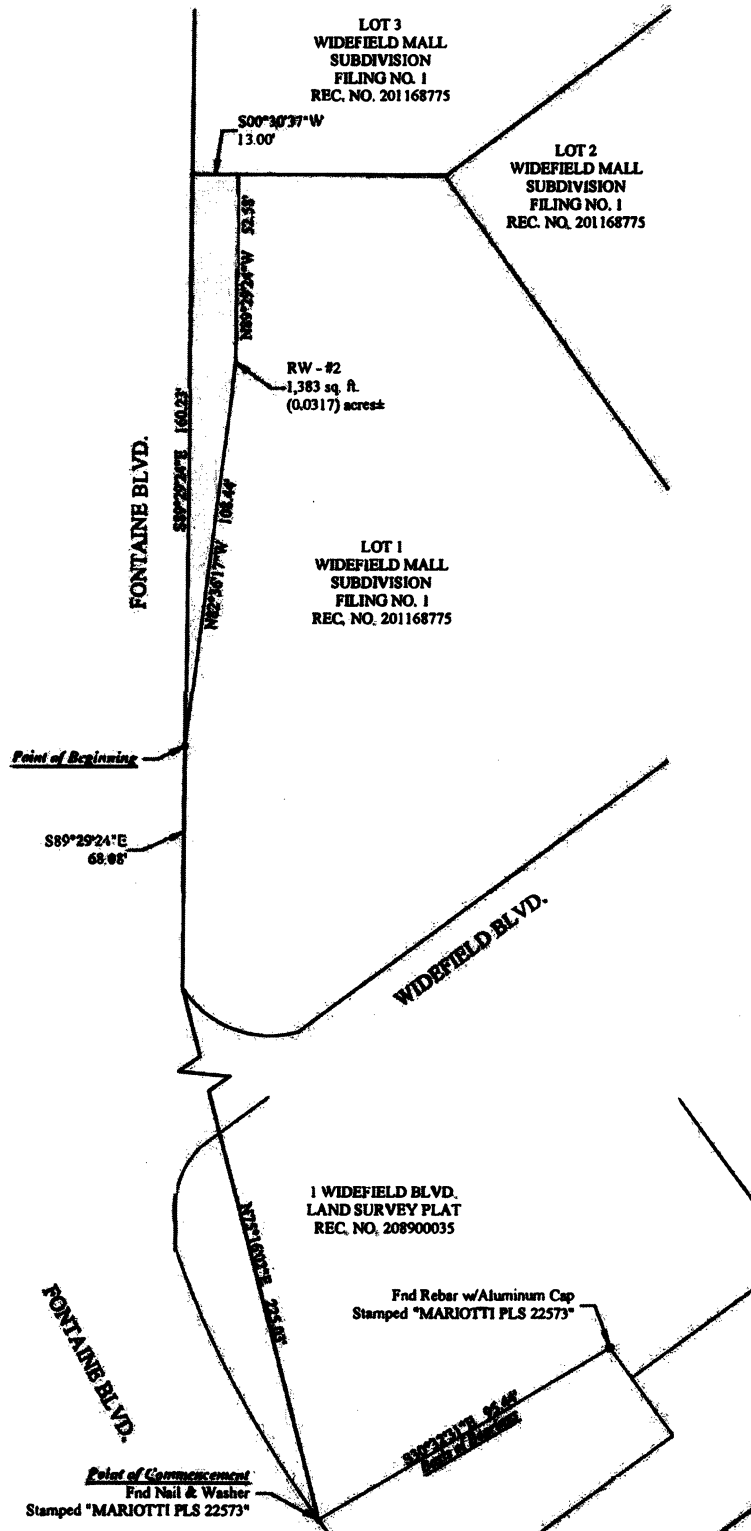
PART OF LOT 1, WIDEFIELD MALL SUBDIVISION FILING NO. 1

SITUATE

THE NORTH HALF OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6th P.M.  
EL PASO COUNTY, COLORADO



GRAPHIC SCALE



PREPARED BY: DAVID P. FORNEY  
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38701  
FOR AND ON BEHALF OF EL PASO COUNTY

SCALE: 1"=50' DATE: 01/25/2021  
DRAWING: SecurityFontaine\_Legal\_RW2.dwg BY: NH

EL PASO COUNTY  
DEPARTMENT OF PUBLIC WORKS

**EXHIBIT E**

EL PASO COUNTY PROJECT NUMBER 270235

**TEMPORARY EASEMENT TE-2**

PART OF LOT 1, WIDEFIELD MALL SUBDIVISION FILING No. 1

SITUATE

THE NORTH HALF OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6th P.M.  
EL PASO COUNTY, COLORADO

**LEGAL DESCRIPTION**

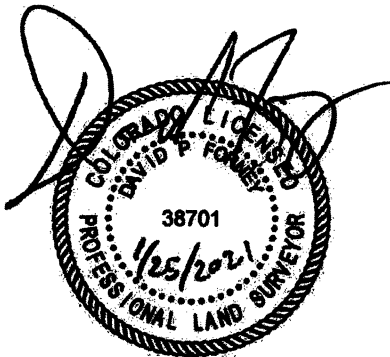
A TRACT OF LAND SITUATED IN THE NORTH HALF OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING A PART OF LOT 1, WIDEFIELD MALL SUBDIVISION FILING No. 1 RECORDED AT RECEPTION No. 201168775 OF THE RECORDS OF THE CLERK AND RECORDER OF EL PASO COUNTY, COLORADO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF A PARCEL OF LAND LOCATED AT 1 WIDEFIELD BLVD., FOUNTAIN, CO, RECORDED IN LAND SURVEY PLAT RECORDED AT RECEPTION No. 208900035 OF THE RECORDS OF THE CLERK AND RECORDER OF EL PASO COUNTY, COLORADO MONUMENTED WITH A FOUND NAIL AND WASHER, STAMPED "MARIOTTI PLS 22573", THENCE:

1. NORTH 75°16'02" EAST A DISTANCE OF 225.03 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, THENCE;
2. ALONG THE NORTH LINE OF SAID LOT 1, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF FONTAINE BLVD., SOUTH 89°29'24" EAST A DISTANCE OF 20.46 FEET TO THE POINT OF BEGINNING, THENCE;
3. CONTINUING ALONG SAID NORTH LINE OF LOT 1, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF FONTAINE BLVD., SOUTH 89°29'24" EAST A DISTANCE OF 47.62 FEET, THENCE;
4. SOUTH 82°36'17" EAST A DISTANCE OF 103.17 FEET, THENCE;
5. SOUTH 07°23'43" WEST A DISTANCE OF 2.00 FEET, THENCE;
6. NORTH 88°10'18" WEST A DISTANCE OF 102.34 FEET, THENCE;
7. ALONG A LINE PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE OF FONTAINE BLVD., NORTH 89°29'24" WEST A DISTANCE OF 47.50 FEET, THENCE;
8. NORTH 00°30'37" EAST A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.288 SQUARE FEET. (0.0296 ACRES). MORE OR LESS.

ALL BEARINGS ARE BASED ON A PORTION OF THE WESTERLY LINE OF SAID PARCEL OF LAND LOCATED AT 1 WIDEFIELD BLVD., FOUNTAIN, CO. FROM THE NORTHWEST CORNER OF SAID PARCEL MONUMENTED WITH A FOUND NAIL AND WASHER, STAMPED "MARIOTTI PLS 22573", TO THE FIRST ANGLE POINT SOUTH BEING MONUMENTED BY A FOUND REBAR WITH AN ALUMINUM CAP STAMPED "MARIOTTI PLS 22573", AND IS ASSUMED TO BEAR SOUTH 30°32'31" EAST A DISTANCE OF 95.44 FEET.



PREPARED BY: DAVID P. FORNEY  
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38701  
FOR AND ON BEHALF OF EL PASO COUNTY

SCALE: NONE      DATE: 01/25/2021  
DRAWING: SecurityFontaine\_Legal\_TE2.dwg BY: NH

EL PASO COUNTY  
DEPARTMENT OF PUBLIC WORKS

# EXHIBIT F

EL PASO COUNTY PROJECT NUMBER 270235

## TEMPORARY EASEMENT TE-2

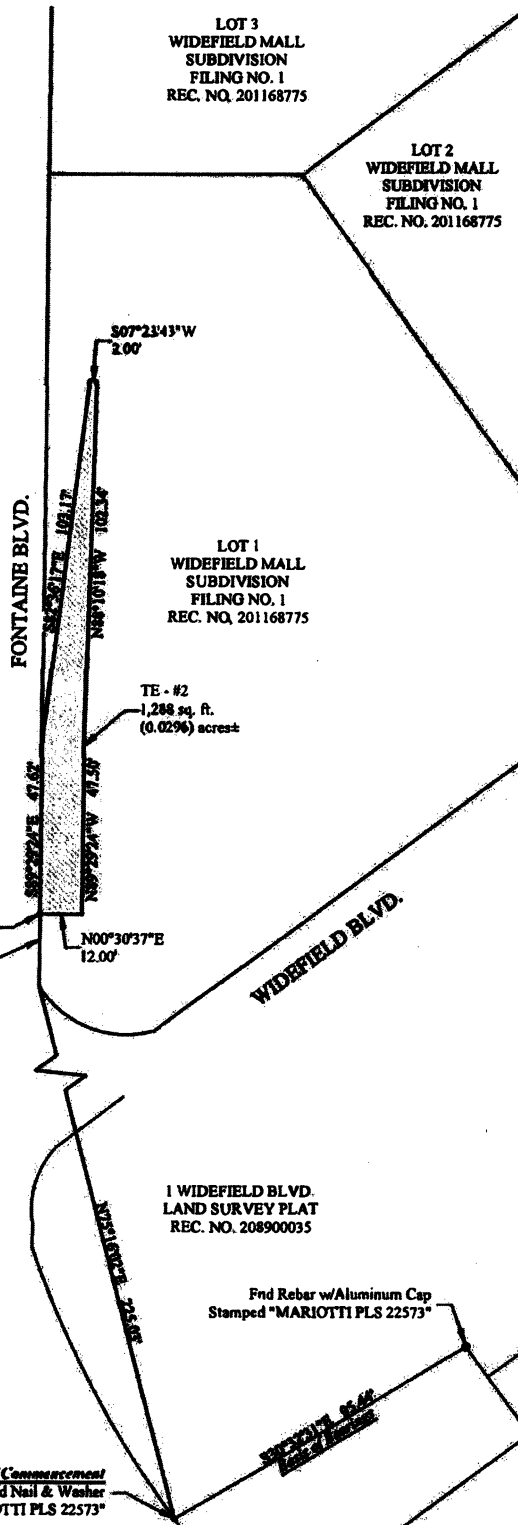
PART OF LOT 1, WIDEFIELD MALL SUBDIVISION FILING NO. 1

SITUATE

THE NORTH HALF OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6th P.M.  
EL PASO COUNTY, COLORADO



GRAPHIC SCALE



PREPARED BY: DAVID P. FORNEY  
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38701  
FOR AND ON BEHALF OF EL PASO COUNTY

SCALE: 1"=50'

DATE: 01/25/2021

DRAWING: SecurityFontaine\_Legal\_TE2.dwg BY: NH

EL PASO COUNTY  
DEPARTMENT OF PUBLIC WORKS

**El Paso County Department of Public Works  
MEMORANDUM OF AGREEMENT**

Project No : 270235

Location : 2 Widefield Boulevard

Parcel # : RW-3, TE-3

County : El Paso

This Agreement made on April 27, 2021 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, Fountain Valley Investment Company, a partnership (GRANTOR).

Just compensation was determined by a 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 RW-3 (described in attached exhibits A & B)	529 sq ft <input checked="" type="checkbox"/> /acres <input type="checkbox"/>	\$ 1,852.00
Non-Exclusive Permanent Easements: none		\$ -0-
Temporary Easement TE-3 (described in attached exhibits C & D)	1,288 sq ft <input checked="" type="checkbox"/> /acres <input type="checkbox"/>	\$ 200.00 (minimum)
Non-Exclusive Permanent Utility Easement: none		\$ -0-
Improvements:		\$ -0-
Damages: none		\$ -0-
Offer Total (rounded)		\$ 2,100.00
Net Total		\$ 2,100.00

**Other conditions:**

- 1.) Vehicular access to the GRANTOR's property, that will be subject to the right-of-way and easement conveyance herein, will be modified or altered by GRANTEE.
- 2.) Where affected by the Project, the landscape rock surface area within TE-3 will be replaced using same or similar materials at the sole cost of and by the Project.

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 fee simple estate, permanent easement interest(s), or 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.

Chuck Broerman

04/28/2021 09:05:32 AM

Doc \$0.00

6

Rec \$0.00

Pages

El Paso County, CO



221083812

**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:**

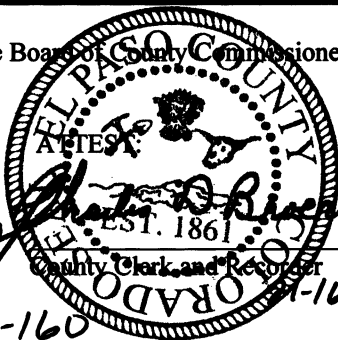
- will be entitled to specific performance of this Agreement upon tender of the agreed consideration.
- will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law.
- will prepare the following documents:

- |  |   |
|--|---|
| <input checked="" 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 checked="" 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 \$2,100.00

Payable to: Land Title Guarantee Company as Escrow Agent for:  
Fountain Valley Investment Company, a partnershipEl Paso County, by and through the Board of County Commissioners  
of El Paso County, Colorado
  
 Stan VanderWerf, Chair

Reference: BoCC resolution # 21-160

**GRANTOR:**

Fountain Valley Investment Company, a partnership

By: 

Name: J. MARK WATSON

Title: Member

**EXHIBIT A**

EL PASO COUNTY PROJECT NUMBER 270235

**RIGHT-OF-WAY PARCEL RW-3**

PART OF LOT 3, WIDEFIELD MALL SUBDIVISION FILING No. 1

SITUATE

THE NORTH HALF OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6th P.M.  
EL PASO COUNTY, COLORADO

**LEGAL DESCRIPTION**

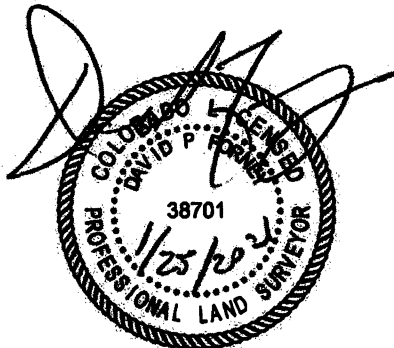
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1. NORTH 82°56'38" EAST A DISTANCE OF 449.34 FEET TO THE NORTHWEST CORNER OF SAID LOT 3 AND THE POINT OF BEGINNING, THENCE;
2. ALONG THE NORTH LINE OF SAID LOT 3, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF FONTAINE BLVD., SOUTH 89°29'24" EAST A DISTANCE OF 47.31 FEET, THENCE;
3. ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 3 SOUTH 00°30'37" WEST A DISTANCE OF 2.54 FEET, THENCE;
4. ALONG A LINE PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE OF FONTAINE BLVD. NORTH 89°29'24" WEST A DISTANCE OF 8.26 FEET, THENCE;
5. ALONG A LINE PARALLEL WITH SAID WEST LINE OF LOT 3 SOUTH 00°30'37" WEST A DISTANCE OF 10.46 FEET, THENCE;
6. ALONG A LINE PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE OF FONTAINE BLVD. NORTH 89°29'24" WEST A DISTANCE OF 39.06 FEET TO SAID WEST LINE OF LOT 3, THENCE;
7. ALONG SAID WEST LINE OF LOT 3 NORTH 00°30'37" EAST A DISTANCE OF 13.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 529 SQUARE FEET, (0.0121 ACRES), MORE OR LESS.

ALL BEARINGS ARE BASED ON A PORTION OF THE WESTERLY LINE OF SAID PARCEL OF LAND LOCATED AT 1 WIDEFIELD BLVD., FOUNTAIN, CO. FROM THE NORTHWEST CORNER OF SAID PARCEL MONUMENTED WITH A FOUND NAIL AND WASHER, STAMPED "MARIOTTI PLS 22573", TO THE FIRST ANGLE POINT SOUTH BEING MONUMENTED BY A FOUND REBAR WITH AN ALUMINUM CAP STAMPED "MARIOTTI PLS 22573", AND IS ASSUMED TO BEAR SOUTH 30°32'31" EAST A DISTANCE OF 95.44 FEET.



PREPARED BY: DAVID P. FORNEY  
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38701  
FOR AND ON BEHALF OF EL PASO COUNTY

SCALE: NONE    DATE: 01/25/2021  
DRAWING: SecurityFontaine\_Legal\_RW3.dwg BY: NH

EL PASO COUNTY  
DEPARTMENT OF PUBLIC WORKS

## EXHIBIT B

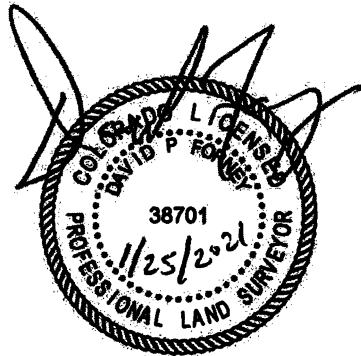
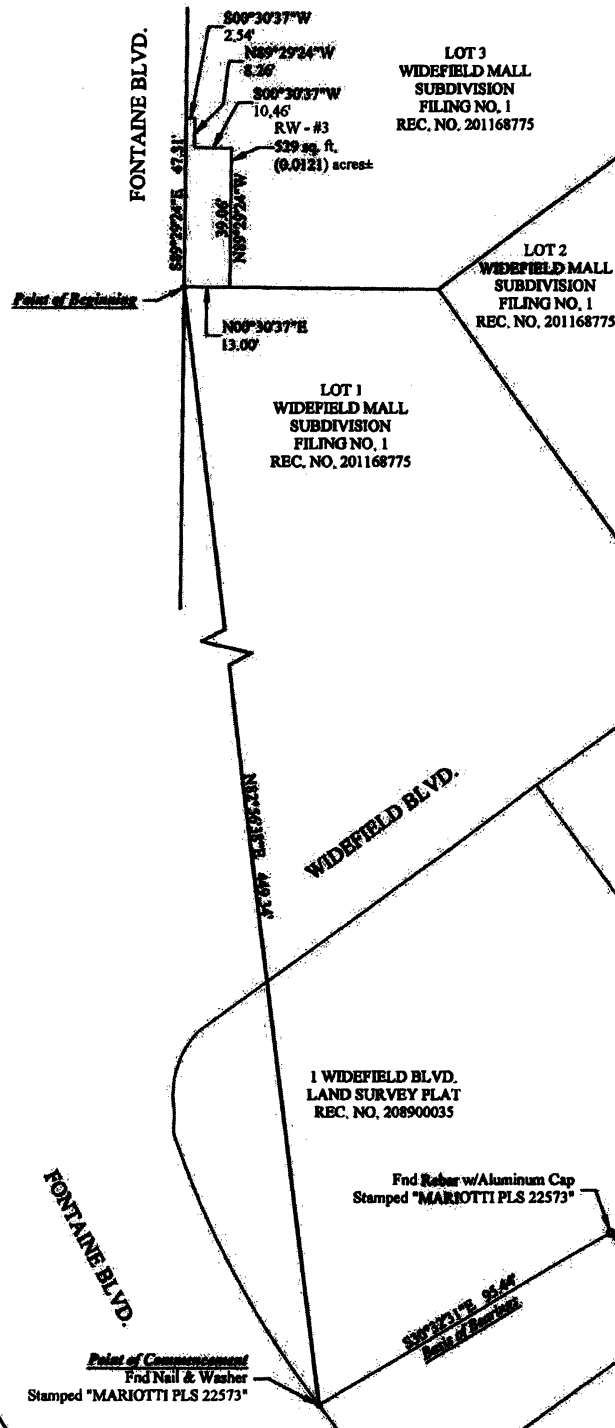
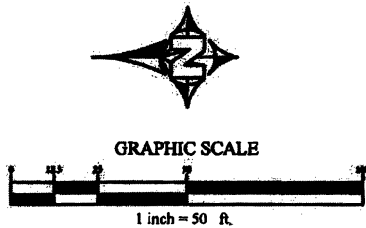
EL PASO COUNTY PROJECT NUMBER 270235

### RIGHT-OF-WAY PARCEL RW-3

PART OF LOT 3, WIDEFIELD MALL SUBDIVISION FILING NO. 1

SITUATE

THE NORTH HALF OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6th P.M.  
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SCALE: 1"=50' DATE: 01/25/2021  
DRAWING: SecurityFontaine\_Legal\_RW3.dwg BY: NH

EL PASO COUNTY  
DEPARTMENT OF PUBLIC WORKS



# EXHIBIT C

EL PASO COUNTY PROJECT NUMBER 270235

## TEMPORARY EASEMENT TE-3

PART OF LOT 3, WIDEFIELD MALL SUBDIVISION FILING No. 1

SITUATE

THE NORTH HALF OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6th P.M.  
EL PASO COUNTY, COLORADO

### LEGAL DESCRIPTION

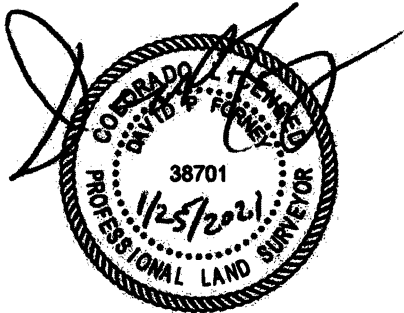
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1. NORTH 82°36'38" EAST A DISTANCE OF 449.34 FEET TO THE NORTHWEST CORNER OF SAID LOT 3, THENCE;
2. ALONG THE WEST LINE OF SAID LOT 3 SOUTH 00°30'37" WEST A DISTANCE OF 13.00 FEET TO THE POINT OF BEGINNING, THENCE;
3. CONTINUING ALONG SAID WEST LINE SOUTH 00°30'37" WEST A DISTANCE OF 7.50 FEET, THENCE;
4. ALONG A LINE PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF FONTAINE BLVD. SOUTH 89°29'24" EAST A DISTANCE OF 41.06 FEET, THENCE;
5. ALONG A LINE PARALLEL WITH SAID WEST LINE OF LOT 3 NORTH 00°30'37" EAST A DISTANCE OF 17.96 FEET, THENCE;
6. ALONG A LINE PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE OF FONTAINE BLVD. NORTH 89°29'24" WEST A DISTANCE OF 2.00 FEET, THENCE;
7. ALONG A LINE PARALLEL WITH SAID WEST LINE OF LOT 3 SOUTH 00°30'37" WEST A DISTANCE OF 10.46 FEET, THENCE;
8. ALONG A LINE PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE OF FONTAINE BLVD. NORTH 89°29'24" WEST A DISTANCE OF 39.06 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 329 SQUARE FEET. (0.0076 ACRES), MORE OR LESS.

ALL BEARINGS ARE BASED ON A PORTION OF THE WESTERLY LINE OF SAID PARCEL OF LAND LOCATED AT 1 WIDEFIELD BLVD., FOUNTAIN, CO. FROM THE NORTHWEST CORNER OF SAID PARCEL MONUMENTED WITH A FOUND NAIL AND WASHER, STAMPED "MARIOTTI PLS 22573". TO THE FIRST ANGLE POINT SOUTH BEING MONUMENTED BY A FOUND REBAR WITH AN ALUMINUM CAP STAMPED "MARIOTTI PLS 22573". AND IS ASSUMED TO BEAR SOUTH 30°32'31" EAST A DISTANCE OF 95.44 FEET.



PREPARED BY: DAVID P. FORNEY  
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SCALE: NONE      DATE: 01/25/2021  
DRAWING: SecurityFontaine\_Legal\_TE3.dwg BY: NH

EL PASO COUNTY  
DEPARTMENT OF PUBLIC WORKS

**EXHIBIT D**

EL PASO COUNTY PROJECT NUMBER 270235

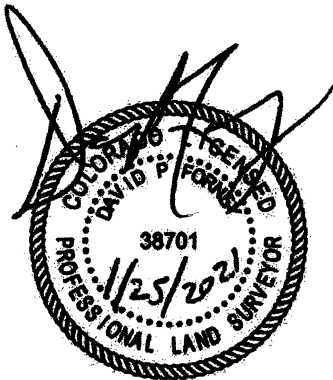
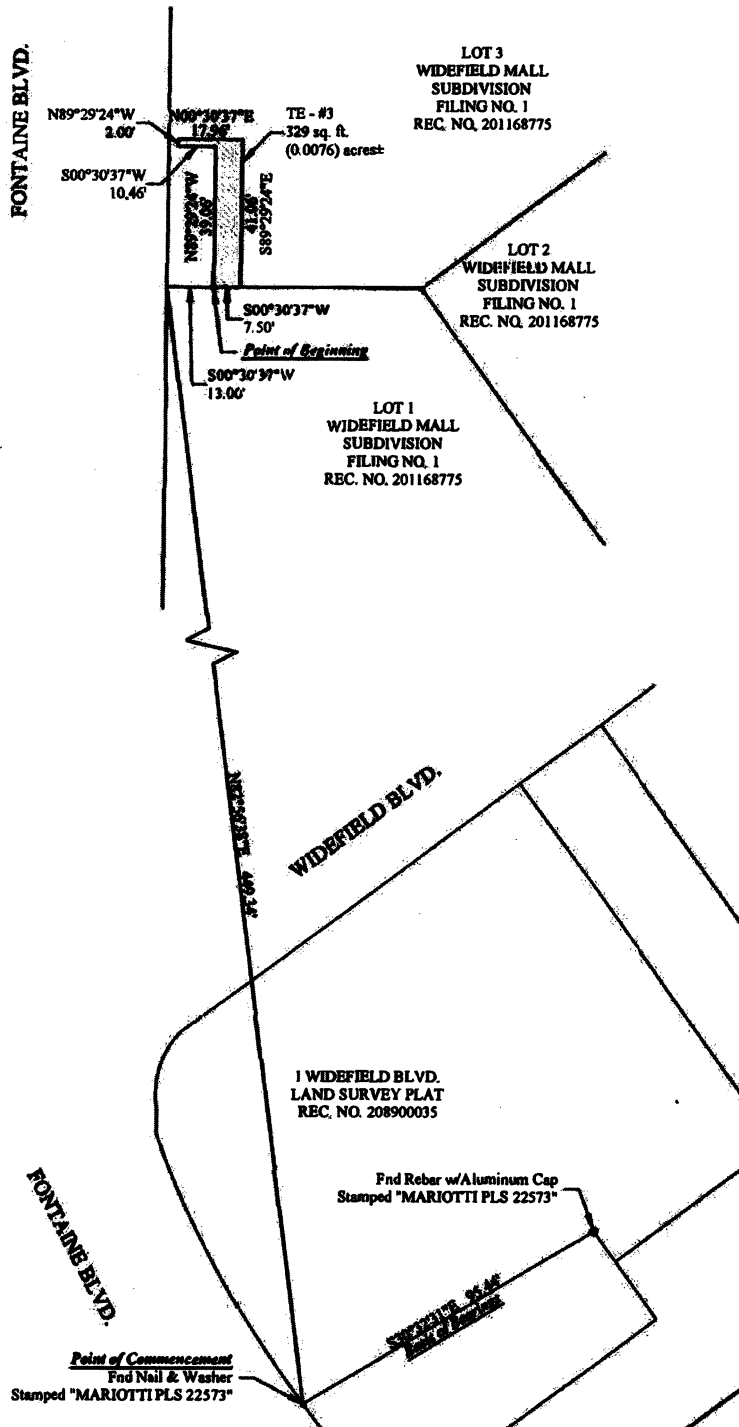
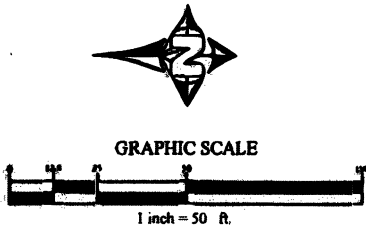
**TEMPORARY EASEMENT TE-3**

PART OF LOT 3, WIDEFIELD MALL SUBDIVISION FILING NO. 1

SITUATE

THE NORTH HALF OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6th P.M.

EL PASO COUNTY, COLORADO



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