

El Paso County Condemnation and License Agreement – Greenland Ranch Staff Report

DATE: JANUARY 14, 2025
TO: BOARD OF COUNTY COMMISSIONERS (BOCC)
FROM: DOUGLAS J. DEBORD, COUNTY MANAGER
THROUGH: DAN DERTZ, DIRECTOR OF OPEN SPACE AND NATURAL RESOURCES
CC: SCOTT MCELLOWNEY, ASSISTANT DIRECTOR OF OPEN SPACE AND NATURAL RESOURCES
SUBJECT: EL PASO COUNTY CONDEMNATION AND LICENSE AGREEMENT – GREENLAND RANCH

EXECUTIVE SUMMARY

El Paso County is seeking the Board of County Commissioner's approval of a settlement agreement for a condemnation action to acquire a permanent easement for roadway improvements across a small portion of Greenland Ranch Open Space in connection with El Paso County's County Line Road/Beacon Lite Road Improvement Project. The easement that El Paso County would receive is 2.925 acres, more or less. El Paso County will pay a total of \$87,012 for the taking of the easement and legal fees. Douglas County will receive \$1,774 and Douglas Land Conservancy will receive \$85,238, which includes releasing the property from the conservation easement and processing fees. In addition, the County will grant a temporary access license to allow El Paso to perform the necessary grading work for the widening, which can be granted outside of the condemnation action.

REQUEST

El Paso County is seeking approval of a condemnation settlement agreement for a permanent roadway easement over 2.925 acres, more or less, and a temporary license to access a small portion of the surrounding land of Greenland Ranch Open Space for the purpose of widening County Line Road a/k/a East Palmer Divide Avenue.

LOCATION

Greenland Ranch Open Space is located at the southern-most portion of Douglas County. The property consists of approximately 2090 acres, which spans between East Palmer Divide Avenue from the south to East Noe Road to the north.

BACKGROUND

On March 22, 2022, Douglas County received a Notice of Intent to Acquire (“NOI”) from El Paso County advising of the county’s intention to condemn land within Greenland Ranch for the road widening of East Palmer Divide Avenue. The NOI indicated that El Paso County intended to acquire a fee interest in the subject real property. The County Attorney’s office responded in mid-April 2022, with certain demands pertinent to the proposed condemnation action. El Paso responded on June 7, 2022 with a cover letter and on June 17, 2022 with a revised NOI, in which the right-of-way interest sought to be acquired was changed from a fee interest to an easement interest. Douglas County and El Paso staff had amicably discussed El Paso’s project for months prior to receipt of the NOI. This project would normally have been granted simply with permission of the County to use this small segment of County owned open space property, but in this case the Conservation Easement over the land is owned by the Douglas County Land Conservancy, and they have insisted that recent changes to conservation easement laws require that this must be extinguished by condemnation.

PUBLIC NOTICE

This project was noticed in the Douglas County News Press on January 16, 2025 and meets public notice requirements per the Parks, Trails, Historic Resources and Open Space Sales Tax.

COUNTY OPEN SPACE ADVISORY COMMITTEE RECOMMENDATION

The County Open Space Advisory Committee (COSAC) reviewed this item on August 4, 2022. COSAC voted unanimously (6-0) to recommend approval of the easement and license agreement with El Paso County.

STAFF ASSESSMENT

Staff has evaluated the Settlement Agreement, the proposed condemnation action and the license agreement. This proposal meets all legal requirements. The area that the County will be conceding for the right-of-way will not adversely impact the Greenland Open Space. The Board may approve.

ATTACHMENTS

Exhibit “A” License Agreement
Exhibit “B” Settlement Agreement
Exhibit “C” Settlement Agreement Terms for Stipulation
Exhibit “D” Settlement Agreement Rule and Order Terms

Public Notice

NOTICE OF PUBLIC HEARING

BOARD OF COUNTY COMMISSIONERS COUNTY OF DOUGLAS STATE OF COLORADO

A public hearing will be held before the Board of County Commissioners to consider the approval of the condemnation of a portion of the **Greenland West Conservation Easement** (Greenland Ranch Open Space) by El Paso County for the purpose of road and drainage improvements to East Palmer Divide Ave/South County Line Road, just west of Interstate 25, within the County of Douglas, State of Colorado.

The public hearing will be held on **Tuesday, January 28 at 2:30 p.m.** in the Commissioners Hearing Room, 100 Third Street, Castle Rock, Colorado. For more information please contact the Douglas County Office of Open Space and Natural Resources at (303) 660-7495, 100 Third Street, Castle Rock, Colorado 80104.

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Legal Notice No. DC 9552

First Publication: January 16, 2025

Last Publication: January 16, 2025

Publisher: Douglas County News-Press

LICENSE AGREEMENT TO ACCESS AND ENTER UPON REAL PROPERTY

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2024 (“Effective Date”), by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO**, a political subdivision of the State of Colorado, whose address is 100 Third Street, Castle Rock, Colorado 80104 (“Licensor”), and **EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO**, a political subdivision of the State of Colorado, whose address is 200 South Cascade Avenue, Colorado Springs, Colorado 80903 (“Licensee”). Licensor and Licensee, and their respective successors and assigns, may be referred to collectively herein as the “Parties”, and individually as a “Party.”

RECITALS

WHEREAS, Licensee is preparing to construct roadway improvements to a section of County Line Road (a/k/a Palmer Divide Road) along the jurisdictional boundary between El Paso County and Douglas County (the “Project”); and

WHEREAS, Licensor is the owner of certain real property located north of County Line Road identified as state parcel numbers 2771-340-00-040 & 2771-350-00-059; and

WHEREAS, Licensor’s real property is encumbered by a Deed of Conservation Easement (Greenland Ranch West Parcel – Douglas County) dated July 26, 2000 and recorded at reception number 00051578, as amended by that certain First Amendment to Deed of Conservation Easement (Greenland Ranch West/Allis Property – Douglas County) dated December 14, 2012 and recorded at reception number 2012096894 (collectively the “Conservation Easement”) to preserve the property’s natural, scenic, open space, wildlife, aesthetic, ecological, passive recreational and environmental values; and

WHEREAS, as part of the Project, Licensee will reconstruct Licensor’s driveway from County Line Road and fencing, and will restore the slope and vegetation of the License Area in the manner required by Licensor (the “Restoration Project”); and

WHEREAS, Licensee needs to temporarily enter upon Licensor’s real property, more particularly described in **Exhibits “A” & “B”** (the “License Area”), for the purposes of grading slopes, removing excess soil material, depositing fill material, watering and maintaining re-vegetated areas during the term of the License, and moving equipment and personnel as may be necessary in the course of completing the Restoration Project (the “Work”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant and Term. Licenser represents that it has authority to, and hereby does grant unto Licensee, its employees, authorized agents and contractors a temporary, non-exclusive, license and right to enter in, on, over, under, through and across the License Area, for purposes of conducting the Work in accordance with the terms of this Agreement. The term of this License shall commence on the Effective Date and terminate thirty-six (36) months from the Effective Date, unless sooner terminated in accordance with the terms herein (the "Term"). Upon expiration of the Term, all rights of access given by Licenser shall cease, unless the time period is extended upon the prior written approval of the Parties, or unless additional access is required to complete the restoration in accordance with Section 6 of this Agreement.

2. Mutual Use. This Agreement shall not unreasonably restrict Licenser's right to access or use the License Area; provided, however, Licenser shall use reasonable efforts to minimize any interference with the Work of Licensee, its employees, authorized agents and contractors in the License Area, and Licenser shall not undertake any actions regarding the use of the License Area that would endanger the health, safety or welfare of Licensee, its employees, authorized agents or contractors, or damage their equipment, materials or property. Licensee, its employees, authorized agents and contractors shall not unreasonably disturb or interfere with any operations of Licenser or Licenser's tenants, employees, agents or contractors on Licenser's remaining tract of land adjacent to the License Area.

3. No Additional Uses; No Public Dedication. The use of the License Area shall be for the sole and exclusive purpose of conducting the Work and the Parties hereto shall take whatever steps may be necessary to avoid any other use. The License Area may not be used for storage of fill, soil, or any other material or equipment used for completion of the Project. This grant of license shall not be construed as a dedication of the License Area, or any portion thereof, for use by the general public and the Parties will take whatever steps may be necessary to avoid any kind of dedication.

4. Compliance with the Conservation Easement. Licenser and Licensee have received approval from Douglas Land Conservancy to perform the Work, provided that the Work: (i) is completed in compliance with Section 4.8 of the Conservation Easement, (ii) does not otherwise constitute a violation of the Conservation Easement, (iii) is performed by Licensee in accordance with the terms and conditions of this Agreement to minimize damage to the conservation values identified in the Conservation Easement, and (iv) Licensee shall promptly repair or replace any infrastructure on the License Area that is disturbed as a result of Licensee's activities within the License Area.

Upon completion of the Work and the repair and restoration described in Section 6 below, Licensee may seek written confirmation from Licenser that such Work, repair, and restoration complies with the provisions of this Section 4. Licenser shall promptly provide such written confirmation or a written list of deficiencies to be corrected to come into compliance. Upon Licenser's correction of the identified deficiencies, Licenser shall promptly provide written confirmation of compliance.

5. Removal of Vegetation. Licensee, its authorized agents or contractors, shall have the right to remove shrubs, woody plants and nursery stock (singularly and collectively the

“Vegetation”) from within the License Area that may interfere with the Work; provided however, Licensee shall use reasonable efforts to protect vegetation from disturbance and shall not clear and grub any areas, except those needed to accommodate a semi-imperious driveway access. Certain Vegetation may be identified by Licensor as to be protected, and Licensee shall work to reasonably protect any Vegetation identified by Licensor as to be protected.

6. Repair and Restoration. Licensee’s authorized agents or contractors may use truck or track-mounted equipment during the Work, which is normal and customary for similar work. Licensee’s completion of the Work shall be done with care, and Licensee shall exercise care to prevent injury to livestock and disturbance of the land during the Work. Prior to the expiration of the Term, Licensee shall restore the surface of the License Area and any disturbed area as nearly as reasonably possible to their pre-existing condition according to the applicable Douglas County Grading, Erosion, Sediment, Control (GESC) regulations, except slope grades as necessarily modified to accommodate the Work, which shall include contouring and stabilizing the surface of the ground and repairing any depressions, wheel tracks, ruts or other marks left in the ground surface by truck or track-mounted equipment. Licensee shall promptly revegetate any disturbed areas with the seed mixture currently approved by the Douglas County Division of Open Space and Natural Resources (the “Approved Seed Mix”) and shall diligently pursue revegetation until such vegetation is successfully re-established, including applying and re-applying the Approved Seed Mix over multiple growing seasons if necessary. Licensee shall be responsible for the control and eradication of weeds within the License Area until vegetation has been re-established and to the extent weeds spread outside of the License Area as a result of the Work performed within the License Area, Licensee shall be responsible for the control and eradication of such weeds on the remaining property subject to the Conservation Easement. In addition, Licensee shall grade in a new low drainage area to be located north of the existing low drainage area and west of the existing driveway, at a final location to be mutually determined between the Parties, in order to allow cattle to continue to sometimes gather to drink water after storm events. The provisions of this Section 6 shall survive the expiration or termination of this Agreement.

7. Removal of Equipment. Upon completion of the activities authorized by this Agreement or following notice of termination of this Agreement by Licensor, Licensee shall promptly remove all materials, debris and equipment utilized to conduct the Work from the License Area.

8. Fencing. Licensee shall install temporary fencing consisting of 3-strand smooth wire with metal T-posts and erosion control measures along the boundary of the License Area to separate the Work area from the remaining tract of land. Licensee shall leave the temporary fencing in place to become the personal property of Licensor, for Licensor to remove at its discretion and sole cost once Licensor has determined the License Area has been substantially revegetated to an extent it can accommodate the reintroduction of livestock. If any permanent fencing located within and/or adjacent to the License Area is impacted by Licensee’s activities, Licensee shall reset or replace the disturbed permanent fencing with like kind materials at its original location, or at a location to be mutually determined between the Parties.

9. Compliance with Laws. Licensee shall cause all activities and work on the License Area to be performed in compliance with all applicable laws, rules, regulations, orders and other

governmental requirements, including all Stormwater Management laws and regulations. Licensee acknowledges and agrees that it shall be responsible for obtaining and maintaining all necessary federal, state and local permits relating to water quality, erosion, drainage, sediment control, grading and stormwater discharge during the Term of this license.

10. Endangered Species Act. The License Area may contain habitat for listed “threatened” or “endangered” species under the Endangered Species Act (ESA). Licensee shall be responsible for determining the presence of such habitat and taking measures to comply with the ESA and all other applicable federal laws.

11. Release. Licensee, to the extent permitted by law, for itself and those claiming through Licensee, hereby releases Licensor and Douglas Land Conservancy, and their respective beneficiaries, and their respective officers, directors, partners, employees, agents, mortgagees, licensees, contractors, guests, and invitees from any and all liability, loss, claims, demands, damages, penalties, fines, interest, costs, and expenses for damage that may arise from operations on, or use of, the License Area by Licensee and its agents or contractors. The provisions of this Section 11 shall survive the expiration or termination of this Agreement.

12. Environmental. Licensee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Licensee Area by Licensee, its agents, employees or contractors, except those customarily used in typical amounts with regard to the equipment required to perform the Work. Without limiting the foregoing, if the presence of any Hazardous Material on the License Area caused or permitted by Licensee results in any contamination of the License Area, Licensee shall promptly take all actions, at no expense to Licensor, as are necessary to return the License Area to the condition existing prior to the introduction of any such Hazardous Material to the License Area, provided that Licensor’s approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse effect on the License Area. As used in this Agreement, the term “Hazardous Material” means any hazardous or toxic substance, material or waste that is or becomes regulated by any local governmental authority, the State of Colorado or the United States. The provisions of this Section 12 shall survive the expiration or termination of this Agreement.

13. Mechanic’s and Materialmen’s Liens. Licensee shall not allow mechanic’s or materialmen’s liens to be placed on the License Area related in any manner to any activities by or through Licensee or its contractors pursuant to this Agreement; and, if any such liens are placed on any portion of the License Area, Licensee shall promptly cause such liens to be discharged of record or bonded against as provided by law. The provisions of this Section 13 shall survive the expiration or termination of this Agreement.

14. Warranties and Disclaimers. Licensor makes no warranties or representations with respect to the License Area, including, without limitation, the condition and state of repair of the License Area, the suitability of the License Area for Licensee’s intended use, or with respect to any rights which other parties may have, or claim to have, to enter upon the License Area by reason of access easements granted by Licensor or otherwise.

15. Breach of this Agreement. Upon any breach by either Party in performing its obligations under this Agreement, the non-breaching Party shall provide the breaching Party a written notice of the breach prior to expiration of the Term of this Agreement. If after twenty (20) business days the breaching Party has not cured the breach, or if cure is not possible within twenty (20) business days and the breaching Party has not commenced what curative measures are possible in a timely and commercially reasonable manner, the non-breaching party may ask a court of competent jurisdiction to enter an order for specific performance to compel the breaching party to perform in accordance with the terms and conditions hereof, including with regard to Licensee's completion of the Work and remediation of the License Area and the removal of its equipment and materials.

Additionally, if Licensee is the breaching party and fails to cure the breach or commence curative measures during the curative period described above, and after Licensor provides written notice of termination of this Agreement, Licensor may perform the Work and restoration, including removal of equipment and materials, at Licensee's expense, and the reasonable cost of completion of the Work and such removal and restoration shall be an obligation of Licensee to be paid by Licensee to Licensor upon receipt of written demand by Licensor together with adequate documentation of such costs. If Licensee fails to remit payment within thirty (30) days of the Licensor's written demand, Licensor may seek damages or such other remedies as may be available at law or in equity. The provisions of this Section 15 shall survive the expiration or termination of this Agreement.

16. Abandonment. Should Licensee abandon, vacate or cease to use the License Area for a period of one hundred eighty (180) consecutive days, and if within ten (10) business days after written notice by Licensor, Licensee has not resumed completion of the Work, Licensee shall be deemed to be in breach of this Agreement, and Licensor may proceed as the non-breaching party in accordance with Section 15 of this Agreement.

17. Notice of Communications. Licensee shall notify Licensor orally or in writing a minimum of twenty-four (24) hours prior to entering the License Area and such notice shall describe the activities to be conducted on the License Area and the duration of such activities. All other notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States Postal Service mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices shall be sent.

a. Notice to Licensor:

Janet Herman, P.E.
Public Works Engineering Director
Department of Public Works Engineering
100 Third Street
Castle Rock, Colorado 80104
Phone: (303) 660-7490

b. Notice to Licensee:

Joshua J. Palmer
County Engineer
EPC Department of Public Works
3275 Akers Drive
Colorado Springs, Colorado 80922
(719) 520-6806

18. General Provisions.

a. Controlling Law. The interpretation and performance of this Agreement shall be governed by the laws of the State of Colorado.

b. Severability. In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either Party fail to enforce a specific term of this Agreement, it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

c. Entire Agreement. This Agreement sets forth the entire agreement of the Parties with respect to the license and supersedes all prior discussions, negotiations, understandings or agreements relating to the Agreement, all of which are merged herein.

d. No Third Party Beneficiaries. This Agreement is entered into by and between Licensor and Licensee, and is solely for the benefit of Licensor, Licensee and Douglas Land Conservancy, which is an express third-party beneficiary of this Agreement, and their respective successors and assigns for the purposes set forth herein, and does not create rights or responsibilities in any third parties beyond Licensor, Licensee and Douglas Land Conservancy.

e. Amendment. Any amendment shall be in writing and signed by both Parties, and must be approved in writing by Douglas Land Conservancy, or such amendment will be deemed null and void.

f. No Waiver of Governmental Immunity. The Parties, their commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as amended.

g. Appropriations. Any financial obligations of the Parties shall extend only to monies duly and lawfully appropriated and budgeted by the Parties and encumbered for the purposes of this Agreement, pursuant to § 29-1-110, C.R.S., as amended.

h. Venue. Venue for any action hereunder shall be in the district court of the County of Douglas, State of Colorado.

i. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the respective legal representatives, heirs, successors and assigns of the Parties.

j. Recitals. All recitals are hereby incorporated into the Agreement.

k. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

LICENSEE:

**EL PASO COUNTY BY AND THROUGH THE
BOARD OF COUNTY COMMISSIONERS OF
OF EL PASO COUNTY, COLORADO**

Attest:

By: _____
CAMI BREMER, Chair

By: _____
Name: _____
County Clerk and Recorder

S E A L

Approved as to form:

County Attorney's Office

LICENSOR:

**BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF DOUGLAS, STATE OF COLORADO**

By: _____
Douglas J. Debord,
County Manager

APPROVED AS TO LEGAL FORM

Christopher Pratt,
Sr. Assistant County Attorney

APPROVED AS TO FISCAL CONTENT

Andrew Copland,
Director of Finance

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered on this ____ day of October, 2024, by and between El Paso County, Colorado (“**Petitioner**”) and Respondents Douglas County, Colorado (“**Douglas County**”), and Douglas Land Conservancy, a Colorado nonprofit corporation (“**DLC**”) (Douglas County and DLC are collectively, “**Respondents**”).

RECITALS

WHEREAS, Petitioner, through its Board of County Commissioners (“**Board**”) has approved the construction and expansion of a roadway known as the Beacon Lite Road and County Line Road Improvements Project, El Paso County Project No. 128558 (the “**Project**”).

WHEREAS, to complete the Project, Petitioner must acquire a permanent roadway, slope and drainage easement, described as PE-1A and PE-2A (the “**Permanent Easement**”), and a temporary license, described as Lic-1 and Lic-2 (the “**Temporary License**”). The real property to be encumbered by the Permanent Easement and Temporary License are more particularly described and depicted in the property descriptions described in **Exhibit A**, attached hereto and incorporated herein by this reference.

WHEREAS, the Permanent Easement and Temporary License will encumber real property owned by Douglas County which is subject to that certain Deed of Conservation Easement recorded in the real property records of Douglas County, Colorado (the “**Records**”) on July 26, 2000 at Reception #00051578, as amended by the First Amendment to Deed of Conservation Easement recorded in the Records on December 14, 2012 at Reception #2012096894, and as assigned to DLC by that certain Assignment of Interest in Deed of Conservation Easement recorded in the Records on December 14, 2012 (collectively, the “**Conservation Easement**”).

WHEREAS, pursuant to C.R.S. §§ 38-30.5-107 and 107.5, Petitioner desires to partially terminate the conservation easement interest created by the Conservation Easement through the exercise of eminent domain, only to the extent the Conservation Easement encumbers the Permanent Easement.

WHEREAS, Petitioner also seeks the grant of the Temporary License solely during the term of the Temporary License Agreement, which Temporary License will at all times remain subject to the terms of the Conservation Easement as specifically set forth in the terms of the Temporary License Agreement in the form attached hereto as **Exhibit B**, and incorporated herein by this reference.

WHEREAS, the parties desire to enter into this Agreement to set forth the process by which the parties will proceed with the eminent domain action.

NOW THEREFORE, in consideration of the mutual covenants contained herein, Petitioner and Respondents agree as follows:

1. Condemnation Action. Petitioner shall file a Petition in Condemnation in the Douglas County District Court for the condemnation of the Conservation Easement solely as to the real property encumbered by the Permanent Easement.

2. Stipulation for Rule and Order and Form of Rule and Order. Immediately upon the filing of the Petition in Condemnation, the parties shall jointly file with the court a Stipulated Motion for Entry of Rule and Order, in the form of the Stipulated Motion for Entry of Rule and Order attached hereto as **Exhibit C** and a Proposed Rule and Order, in the form of the Rule and Order attached hereto as **Exhibit D**.

3. Other record interest holders. The parties acknowledge that there will be other record interest holders named in the condemnation action, and such other interest holders may not agree with the form of Rule and Order submitted with this Agreement. The Parties agree that the form of Rule and Order may only be modified by the Court or by further stipulation of the parties in writing if approved in writing by DLC.

3. Resolution of case. Upon the Court's grant of the Stipulated Motion for Entry of Rule and Order and entry of the Rule and Order, Petitioner shall make such payments and deposits as set forth in the Stipulated Motion for Entry of Rule and Order and the Rule and Order. Petitioner shall then record the Rule and Order in the Records.

4. Grant of Temporary License Agreement. Upon receipt by DLC and Douglas County of all payments set forth in the Stipulation Motion for Entry of Rule and Order and the Rule and Order, Douglas County will execute the Temporary License Agreement and deliver it to Petitioner for execution. The Temporary License Agreement may not be recorded in the Records.

5. Miscellaneous. This Agreement may be executed in counterparts and electronic signature, each of which shall be deemed an original, but all of which together shall constitute the Agreement. The Parties and their respective counsel have reviewed this Agreement with their attorneys, and their attorneys have explained the terms of this Agreement, and that they fully understand and voluntarily accept the terms of this Agreement. This Agreement is governed by and interpreted under the laws of the State of Colorado, without regard to its choice of law principles.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

PETITIONER:

By: _____
Cami Bremer, Chair

Attest:

Steve Schleiker
County Clerk & Recorder

Douglas Land Conservancy, a Colorado
nonprofit corporation

By: _____
Laura Sanford, Executive Director

Douglas County:

By: _____

Its: _____

EXHIBIT A
EASEMENT INTERESTS TO BE ACQUIRED

EXHIBIT B
FORM OF TEMPORARY LICENSE AGREEMENT

EXHIBIT C
FORM STIPULATED MOTION FOR ENTRY OF RULE AND ORDER

EXHIBIT D
FORM PROPOSED RULE AND ORDER

EXHIBIT "A"
LICENSE AGREEMENT NUMBER: LIC-1
EL PASO COUNTY PROJECT NO. 128558

DATE: JANUARY 3, 2022

A License Agreement located within a parcel of land as described by Special Warranty Deed Reception Number 2000051580, in the Douglas County Clerk and Recorder's office and located in the Southwest 1/4 of Section 35, Township 10 South, Range 67 West of the 6th Principal Meridian, County of Douglas, State of Colorado, described as follows:

COMMENCING at the Northwest corner of Section 2 (a 3" aluminum cap stamped PLS 17496), Township 11 South, Range 67 West of the 6th Principal Meridian, El Paso County, Colorado; Thence S89°46'58"E, along the north line of said Section 2, also being the south line of Section 34, Township 10 South, Range 67 West of the 6th Principal Meridian, Douglas County, Colorado, a distance of 68.50 feet to the southwest corner of said Section 35; thence N00°32'57"W along the west line of said Section 35, a distance of 90.00 feet to the **POINT OF BEGINNING**;

1. Thence N00°32'57"W, a distance of 129.97 feet along the existing Section line;
2. Thence N89°28'15"E, a distance of 60.95 feet;
3. Thence S00°23'09"E, a distance of 76.90 feet;
4. Thence S82°06'40"E, a distance of 378.71 feet;
5. Thence S89°46'58"W, a distance of 435.35 feet to the **POINT OF BEGINNING**;

Containing area of 17,914 square feet or 0.411 acres, more or less.

Basis of Bearings: The Township line between Township 10 South and Township 11 South, all in Range 67 West of the 6th Principal Meridian, El Paso County, Colorado from the South 1/4 corner of Section 34, Township 10 South (monumented by a 3-1/4" cap stamped LS 17496 in monument box) to the Northwest corner of Section 2, Township 11 South (monumented by a 3" aluminum cap stamped PLS 17496) bears S89°53'15"E, a distance of 2608.40 feet.

Lorelei A. Ward, Colorado PLS 34982
for and on behalf of Farnsworth Group, Inc.
4755 Forge Road, Suite 150
Colorado Springs, CO 80907
(719) 590-9194



| dolson | J: \2019\0191742.00 - Beacon Lite Road\Survey\07_Drawings\CNTY-LINE - ROW PLANS\LEGALS DESC\1_LIC-1_LEGAL EXHIBIT - 0191742.dwg | 2/15/2021 11:35 AM |

ILLUSTRATION FOR
EXHIBIT A

PAGE 2 OF 2

LEGEND

POB POINT OF BEGINNING
● CHANGE IN COURSE ONLY

SE 1/4 SECTION 34,
T10S, R67W

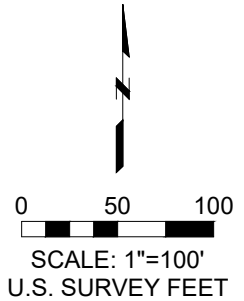
APPROX. SECTION LINE

WEST LINE SOUTHWEST 1/4 SECTION 35

SW 1/4 SECTION 35,
T10S, R67W

LIC-1

OWNER: DOUGLAS COUNTY BOARD OF
COUNTY COMMISSIONERS
MAILING ADDRESS:
100 THIRD ST.
CASTLE ROCK, CO 80104
PARCEL NO. 2771-350-00-059
REC. NO. 2000051580
17,914 SQ FT (0.411 ACRES)



POINT OF
COMMENCEMENT
NORTHWEST CORNER
SECTION 2, T11S, R67W
FND 3" ALUMINUM CAP
STAMPED PLS 17496

N00°32'57"W
129.97'

N89°28'15"E
60.95'

S00°23'09"E
76.90'

S82°06'40"E 378.71'

LIC-1

S89°46'58"W 435.35'

POINT OF BEGINNING

N00°32'57"W
90.00'

N89°46'58"E
68.50'

COUNTY LINE ROAD

DOUGLAS COUNTY

EL PASO COUNTY

SOUTHWEST CORNER
SECTION 35, T10S, R67W

NW 1/4 SECTION 2,
T11S, R67W

BASIS OF BEARINGS:
TOWNSHIP LINE
BETWEEN
T10S AND T11S
S89°53'15"E, 2608.40'

SOUTH 1/4 CORNER
SECTION 34, T10S, R67W
FND 3-1/4" CAP STAMPED PLS
17496 IN RANGE BOX

NE 1/4 SECTION 3
T11S, R67W

BEACON LITE ROAD
SECTION LINE



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

Farnsworth
GROUP
4755 FORGE ROAD, SUITE 150
COLORADO SPRINGS, COLORADO 80907
(719) 590-9194 / info@f-w.com

EL PASO COUNTY
BEACON LITE/COUNTY LINE ROAD
EL PASO COUNTY PROJECT NO. 128558
LIC-1 LICENSE AGREEMENT FOR CONSTRUCTION
SW 1/4 SECTION 35, T 10 S, R 67 W OF THE 6TH P.M.
COUNTY OF DOUGLAS, STATE OF COLORADO

PROJECT NO.: 0191742.00
DRAWN: CDO
REVIEWED: LAW
DATE: 1-3-2022

2 OF 2

EXHIBIT "A"
LICENSE AGREEMENT NUMBER: LIC-2
EL PASO COUNTY PROJECT NO. 128558

DATE: JANUARY 3, 2022

A License Agreement located within a parcel of land as described by Special Warranty Deed Reception Number 2000051580, in the Douglas County Clerk and Recorder's office and located in the Southeast 1/4 of Section 34, Township 10 South, Range 67 West of the 6th Principal Meridian, County of Douglas, State of Colorado, described as follows:

COMMENCING at the Northeast corner of Section 3 (a 3 inch aluminum cap stamped PLS 17496), Township 11 South, Range 67 West of the 6th Principal Meridian, El Paso County, Colorado; Thence N89°46'58"E, along the North line of Section 2, also being the South line of Section 34, Township 10 South, Range 67 West of the 6th Principal Meridian, Douglas County, Colorado, a distance of 68.50 feet to the Southeast corner of Section 34; Thence N00°32'57"W along the east line of said Section 34, a distance of 90.00 feet to the **POINT OF BEGINNING**;

1. Thence S89°46'58"W, a distance of 67.72 feet;
2. Thence N89°53'15"W, a distance of 314.81 feet;
3. Thence N72°49'35"E, a distance of 169.93 feet;
4. Thence N89°24'26"E, a distance of 83.49 feet;
5. Thence N59°53'05"E, a distance of 156.59 feet to the east line of Section 34;
6. Thence S00°32'57"E along said Section line, a distance of 129.97 feet, more or less, to the **POINT OF BEGINNING**;

Containing an area of 20,742 square feet or 0.476 acres, more or less.

Basis of Bearings: The Township line between Township 10 South and Township 11 South, all in Range 67 West of the 6th Principal Meridian, El Paso County, Colorado from the South 1/4 corner of Section 34, Township 10 South (monumented by a 3-1/4" cap stamped LS 17496 in monument box) to the Northeast corner of Section 3, Township 11 South (monumented by a 3" aluminum cap stamped PLS 17496) bears S89°53'15"E, a distance of 2608.40 feet.

Lorelei A. Ward, Colorado PLS 34982
for and on behalf of Farnsworth Group, Inc.
4755 Forge Road, Suite 150
Colorado Springs, CO 80907
(719) 590-9194



J:\2019\0191742.00 - Beacon Lite Road\Survey\07_Drawings\LEGAL\DESC\2_LIC-2_LEGAL EXHIBIT - 0191742.dwg | 2/8/2021 12:29 PM |

ILLUSTRATION FOR
EXHIBIT A
PAGE 2 OF 2

LEGEND

POB POINT OF BEGINNING
● CHANGE IN COURSE ONLY

0 50 100
SCALE: 1"=100'
U.S. SURVEY FEET

EAST LINE
SOUTHEAST 1/4
SECTION 34

APPROX. SECTION LINE

SW 1/4 SECTION 35,
T10S, R67W

SE 1/4 SECTION 34,
T10S, R67W

LIC-2
OWNER: DOUGLAS COUNTY BOARD OF
COUNTY COMMISSIONERS
MAILING ADDRESS:
100 THIRD ST.
CASTLE ROCK, CO 80104
PARCEL NO. 2771-340-00-040
REC. NO. 2000051580
20,742 SQ SF (0.476 ACRES)

SOUTH 1/4 CORNER
SECTION 34, T10S, R67W
FND 3-1/4" CAP STAMPED PLS
17496 IN RANGE BOX

N89°24'26"E
83.49'

N59°53'05"E 156.59'

N72°49'35"E 169.93'

LIC-2

N89°53'15"W 314.81'

S89°46'58"W
67.72'

BASIS OF BEARINGS:
TOWNSHIP LINE BETWEEN
T10S AND T11S
S89°53'15"E, 2608.40'

SOUTHEAST CORNER
SECTION 34, T10S, R67W

S00°32'57"E
129.97'

POINT OF BEGINNING

DOUGLAS COUNTY

EL PASO COUNTY

COUNTY LINE ROAD

POINT OF COMMENCEMENT

NORTHEAST CORNER
SECTION 3, T11S, R67W
FND 3" ALUMINUM CAP STAMPED PLS 17496

NE 1/4 SECTION 3,
T11S, R67W

SECTION LINE
BEACON LITE ROAD

N89°46'58"E
68.50'

NW 1/4 SECTION 2,
T11S, R67W



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



4755 FORGE ROAD, SUITE 150
COLORADO SPRINGS, COLORADO 80907
(719) 590-9194 / info@f-w.com

EL PASO COUNTY
BEACON LITE/COUNTY LINE ROAD
EL PASO COUNTY PROJECT NO. 128558

LIC-2 LICENSE AGREEMENT
SE 1/4 SECTION 34, T 10 S, R 67 W OF THE 6TH P.M.
COUNTY OF DOUGLAS, STATE OF COLORADO

PROJECT NO.: 0191742.00
DRAWN: CDO
REVIEWED: LAW
DATE: 1-3-2022

2 OF 2

EXHIBIT "A"
PERMANENT EASEMENT NUMBER: PE-1A
EL PASO COUNTY PROJECT NO. 128558

DATE: MAY 26, 2022

A Permanent Easement located within a parcel of land as described by Special Warranty Deed Reception Number 2000051580, in the Douglas County Clerk and Recorder's office and located in the Southwest 1/4 of Section 35, Township 10 South, Range 67 West of the 6th Principal Meridian, County of Douglas, State of Colorado, described as follows:

COMMENCING at the Northwest corner of Section 2 (a 3 inch aluminum cap stamped PLS 17496), Township 11 South, Range 67 West of the 6th Principal Meridian, El Paso County, Colorado; Thence N89°46'58"E, along the North line of said Section 2, also being the South line of Section 34, Township 10 South, Range 67 West of the 6th principal meridian, Douglas County, Colorado, a distance of 68.50 feet to the Southwest corner of said Section 35; Thence N00°32'57"W along the west line of Section 35, a distance of 44.00 feet to a point on the existing north fence line of County Line Road, also being the **POINT OF BEGINNING**;

1. Thence N89°58'19"E, a distance of 490.95 feet along said fence line to a point on the west right-of-way line of Interstate 25 (per CDOT project I-25-2(39) 163);
2. Thence N81°14'24"E continuing along said right-of-way line, a distance of 206.36 feet to an angle point;
3. Thence N18°02'01"E continuing along said right-of-way line, a distance of 59.24 feet;
4. Thence S81°45'05"W, a distance of 281.24 feet;
5. Thence S89°46'58"W, a distance of 435.35 feet to the west line of Section 35;
6. Thence N00°32'57"E, a distance of 46.00 feet along said west line to **THE POINT OF BEGINNING**;

Containing an area of 34,842 square feet or 0.800 acres, more or less.

The purpose of this easement is for permanent roadway, slopes and drainage.

Basis of Bearings: The Township line between Township 10 South and Township 11 South, all in Range 67 West of the 6th Principal Meridian, El Paso County, Colorado from the South 1/4 corner of Section 34, Township 10 South (monumented by a 3-1/4" cap stamped LS 17496 in monument box) to the Northwest corner of Section 2, Township 11 South (monumented by a 3" aluminum cap stamped PLS 17496) bears S89°53'15"E, a distance of 2608.40 feet.

Lorelei A. Ward, Colorado PLS 34982
for and on behalf of Farnsworth Group, Inc.
5775 Mark Dabling Blvd., Suite 190
Colorado Springs, CO 80919
(719) 590-9194



ILLUSTRATION FOR
EXHIBIT A
PAGE 2 OF 2

LEGEND

POB POINT OF BEGINNING
● CHANGE IN COURSE ONLY

0 100 200
SCALE: 1"=200'
U.S. SURVEY FEET

SW 1/4 SECTION 35,
T10S, R67W

PE-1A

OWNER: DOUGLAS COUNTY BOARD OF
COUNTY COMMISSIONERS
MAILING ADDRESS:
100 THIRD ST.
CASTLE ROCK, CO 80104
PARCEL NO. 2771-350-00-059
REC. NO. 2000051580
34,842 SQ SF (0.800 ACRES)

SE 1/4 SECTION 34,
T10S, R67W

BASIS OF BEARINGS: TOWNSHIP
LINE BETWEEN T10S AND T11S
S89°53'15"E, 2608.40'

S00°32'57"E 46.00'
N89°46'58"E
68.50'

S89°46'58"W 435.35'

S81°45'05"W 281.24'

N18°02'01"E 59.24'

N89°58'19"E 490.95'

N81°14'24"E 206.36'

DOUGLAS COUNTY
EL PASO COUNTY

POINT OF BEGINNING

N00°32'57"W
44.00'

SOUTHWEST CORNER
SECTION 35, T10S, R67W

POINT OF COMMENCEMENT

NORTHWEST CORNER
SECTION 2, T11S, R67W
FND 3" ALUMINUM CAP STAMPED PLS 17496

SOUTH 1/4 CORNER
SECTION 34, T10S, R67W
FND 3-1/4" CAP STAMPED
PLS 17496 IN RANGE BOX

NE 1/4 SECTION 3,
T11S, R67W

NW 1/4 SECTION 2,
T11S, R67W



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

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

EL PASO COUNTY
BEACON LITE/COUNTY LINE ROAD
EL PASO COUNTY PROJECT NO. 128558
PE-1A PERMANENT EASEMENT
SW 1/4 SECTION 35, T 10 S, R 67 W OF THE 6TH P.M.
COUNTY OF DOUGLAS, STATE OF COLORADO

PROJECT NO.: 0191742.00
DRAWN: CDO
REVIEWED: LAW
DATE: 05-26-2022

2 OF 2

EXHIBIT "A"
PERMANENT EASEMENT NUMBER: PE-2A
EL PASO COUNTY PROJECT NO. 128558

DATE: MAY 26, 2022

A Permanent Easement located within a parcel of land as described by Special Warranty Deed Reception Number 2000051580, in the Douglas County Clerk and Recorder's office and located in the Southeast 1/4 of Section 34, Township 10 South, Range 67 West of the 6th Principal Meridian, County of Douglas, State of Colorado, described as follows:

COMMENCING at the Northeast corner of Section 3 (a 3 inch aluminum cap stamped PLS 17496), Township 11 South, Range 67 West of the 6th Principal Meridian, El Paso County, Colorado; Thence N89°46'58"E, along the north line of Section 2, also being the south line of Section 34, Township 10 South, Range 67 West of the 6th Principal Meridian, Douglas County, Colorado, a distance of 68.50 feet to the southeast corner of said Section 34; thence N00°32'57"W along the east line of said Section 34, a distance of 44.00 feet to a point on the existing north fence line of County Line Road, also being the **POINT OF BEGINNING**;

Thence continuing along said fence for the following seven courses:

1. Thence S82°58'38"W, a distance of 102.48 feet to an angle point;
2. Thence S88°48'06"W, a distance of 122.68 feet to an angle point;
3. Thence N88°42'30"W, a distance of 293.62 feet to an angle point;
4. Thence S83°29'36"W, a distance of 62.81 feet to an angle point;
5. Thence N89°40'22"W, a distance of 424.46 feet to an angle point;
6. Thence N89°55'16"W, a distance of 233.35 feet to an angle point;
7. Thence N87°34'30"W, a distance of 92.68 feet to a point along the fence line;
8. Thence N70°04'40"E, a distance of 166.81 feet;
9. Thence S89°53'15"E, a distance of 1105.73 feet;
10. Thence N89°46'58"E, a distance of 67.72 feet to the east line of said section 34;
11. Thence S00°32'57"E along said Section line, a distance of 46.00 feet to the **POINT OF BEGINNING**;

Containing an area of 74,642 square feet or 1.714 acres, more or less.

The purpose of this easement is for permanent roadway, slopes and drainage.

Basis of Bearings: The Township line between Township 10 South and Township 11 South, all in Range 67 West of the 6th Principal Meridian, El Paso County, Colorado from the South 1/4 corner of Section 34, Township 10 South (monumented by a 3-1/4" cap stamped LS 17496 in monument box) to the Northeast corner of Section 3, Township 11 South (monumented by a 3" aluminum cap stamped PLS 17496) bears S89°53'15"E, a distance of 2608.40 feet.

Lorelei A. Ward, Colorado PLS 34982
for and on behalf of Farnsworth Group, Inc.
5775 Mark Dabling Blvd., Suite 190
Colorado Springs, CO 80919
(719) 590-9194



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ILLUSTRATION FOR
EXHIBIT A
PAGE 2 OF 2

LEGEND

POB POINT OF BEGINNING
● CHANGE IN COURSE ONLY

SE 1/4 SECTION 34,
T10S, R67W

PE-2A

DOUGLAS COUNTY

OWNER: DOUGLAS COUNTY BOARD OF
COUNTY COMMISSIONERS
MAILING ADDRESS:
100 THIRD ST.
CASTLE ROCK, CO 80104
PARCEL NO. 2771-340-00-040
REC. NO. 2000051580
74,642 SQ SF (1.714 ACRES)

EAST LINE
SOUTHEAST 1/4
SECTION 34

APPROX. SECTION LINE

SOUTH 1/4 CORNER
SECTION 34, T10S, R67W
FND 3-1/4" CAP STAMPED PLS
17496 IN RANGE BOX

EXISTING FENCELINE

S00°32'57"E 46.00'

N89°46'58"E 67.72'

N70°04'40"E 166.81'

S89°53'15"E 1105.73'

PE-2A

S82°58'38"W 102.48'

N89°55'16"W 233.35'

N89°40'22"W 424.46'

N88°42'30"W 293.62'

S88°48'06"W 122.68'

N87°34'30"W 92.68'

S83°29'36"W 62.81'

COUNTY LINE ROAD

BASIS OF BEARINGS: TOWNSHIP
LINE BETWEEN T10S AND T11S
S89°53'15"E, 2608.40'

POINT OF COMMENCEMENT

SECTION 3, T11S, R67W
FND 3" ALUMINUM CAP STAMPED PLS 17496

POINT OF BEGINNING

N89°46'58"E 68.50'

N00°32'57"W 44.00'

SOUTHEAST CORNER
SECTION 34, T10S, R67W

EL PASO COUNTY

BULL PINE PT

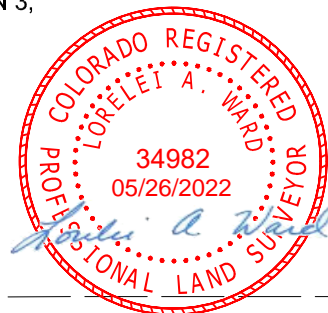
BEACON LITE ROAD

SECTION LINE

60'

NE 1/4 SECTION 3,
T11S, R67W

0 100 200
SCALE: 1"=200'
U.S. SURVEY FEET



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
BEACON LITE/COUNTY LINE ROAD
EL PASO COUNTY PROJECT NO. 128558
PE-2A PERMANENT EASEMENT
SE 1/4 SECTION 34, T 10 S, R 67 W OF THE 6TH P.M.
COUNTY OF DOUGLAS, STATE OF COLORADO

PROJECT NO.: 0191742.00
DRAWN: CDO
REVIEWED: LAW
DATE: 05-26-2022

2 OF 2

**Stipulation between El Paso County, Douglas County and Douglas Land Conservancy
(Greenland Ranch)**

Petitioner El Paso County, Colorado (“**Petitioner**”) and Respondents Douglas County, Colorado (“**Douglas County**”), and Douglas Land Conservancy, a Colorado nonprofit corporation (“**DLC**”) (collectively, “**Respondents**”), hereby submit this Stipulated Consent to Entry of Rule and Order in this condemnation action. The stipulating parties respectfully request that the Court enter the attached Rule and Order (“**Rule and Order**”) pursuant to C.R.S. § 38-1-101 et seq., subject to the terms and conditions contained herein.

1. Petitioner filed the Petition in Condemnation on _____ for the purpose of acquiring a permanent roadway, slope and drainage easement, described as PE-1A and PE-2A (the “**Permanent Easement**”), the legal description of which is more particularly described and depicted in the property descriptions attached to the Petition as **Exhibit 1** (the “**Property**”).
2. The purpose of Petitioner's acquisition is to construct and expand a roadway known as the Beacon Lite Road and County Line Road Improvements Project, El Paso County Project No. 128558 (the “**Project**”).
3. The stipulating parties have reached agreement regarding a full and final resolution of this matter and hereby seek entry of a Rule and Order transferring the Permanent Easement on the Property to Petitioner.
4. Respondent Douglas County is the fee owner of record of the Property.
5. Respondent DLC has an interest in the Property by virtue of its status as the Grantee pursuant to that Deed of Conservation Easement recorded in the real property records of Douglas County, Colorado (the “**Records**”) on July 26, 2000 at Reception #00051578, the First Amendment to Deed of Conservation Easement recorded in the Records on December 14, 2012 at Reception #2012096894, and Assignment of Interest in Deed of Conservation Easement recorded in the Records on December 14, 2012 (collectively, the “**Conservation Easement**”).
6. The stipulating parties agree that the Petitioner has the authority to condemn the Permanent Easement on the Property, there is necessity for this acquisition, and the Petitioner has negotiated in good faith to acquire the Permanent Easement on the Property. The stipulating parties agree the Project has a public purpose and that the taking of the Permanent Easement on the Property is for a public use.
7. The stipulating parties have agreed on the total just compensation to be paid for the taking of the Permanent Easement on the Property, including all claims for compensation, damages to the remainder, costs, expert fees, appraisal costs, expenses, attorneys’ fees, and interest. Specifically, pursuant to C.R.S. § 38-1-112, Petitioner will pay directly to the Respondents the total amount of FORTY-FOUR THOUSAND FIVE HUNDRED TWELVE DOLLARS (\$44,512) (the “**Compensation Payment**”), which will satisfy all claims of just compensation for the taking of the Permanent Easement on the Property. Of

the total amount of the Compensation Payment, Petitioner shall pay ONE THOUSAND SEVEN HUNDRED SEVENTY-FOUR DOLLARS (\$1,774) directly to Douglas County (the “**Douglas County Payment**”), and FORTY-TWO THOUSAND SEVEN HUNDRED THIRTY-EIGHT DOLLARS (\$42,738) directly to DLC (the “**DLC Payment**”). Pursuant to Section 19 of the Conservation Easement, certain third parties are “entitled to compensation from [DLC].” DLC shall separately disburse any portions of the DLC Payment that it may be obligated to disburse to third parties, and Petitioner shall have no obligation to provide separate payments or compensation to any third parties. In addition to the Compensation Payment, Petitioner will pay directly to DLC the total amount of FORTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$42,500) as reimbursement for a project fee, attorneys’ fees, appraisal fees, and costs (the “**Fees and Costs Reimbursement**”). Collectively, the Compensation Payment and the Fees and Costs Reimbursement shall constitute the entirety of the compensation, damages to the remainder, accosts, expert fees, appraisal costs, expenses, attorneys’ fees, and interest due to any party for Petitioner’s acquisition of the Permanent Easement on the Property.

8. The proposed Rule and Order filed simultaneously with this Stipulated Consent accurately summarizes the case, includes information about all parties, sets forth the status of the just compensation to be paid for the taking of the Permanent Easement on the Property, and provides for the release of the Conservation Easement solely as to the Property.
9. Petitioner has also agreed to certain construction conditions, which are included as a part of the proposed Rule and Order and/or the exhibits thereto.
10. As required pursuant to C.R.S. § 38-30.5-107, recordation of the Rule and Order will effectuate a release of the Conservation Easement as it relates to the Property. The Conservation Easement will remain in full force and effect as to all other real property encumbered by the Conservation Easement.

WHEREFORE, the Stipulating Parties respectfully request that the Court enter the attached Rule and Order releasing the Property from the Conservation Easement and granting the Permanent Easement on the Property to Petitioner, consistent with the terms of the Exhibits attached to the Rule and Order.

**Rule and Order Terms for Resolution of El Paso County v. Douglas County et. al
(Greenland Ranch)**

This matter comes before the Court on the Stipulated Consent for Entry of Final Rule and Order filed by Petitioner El Paso County, Colorado (“**Petitioner**”) and Respondents Douglas County, Colorado (“**Douglas County**”), and Douglas Land Conservancy, a Colorado nonprofit corporation (“**DLC**”).

The Court, having reviewed the Stipulation, and being fully advised, now FINDS, RULES AND ORDERS AS FOLLOWS:

Petitioner filed the Petition in Condemnation on _____ for the purpose of acquiring two permanent roadway, slope and drainage easements, described as PE-1A and PE-2A (the “**Permanent Easement**”), the legal description of which is more particularly described and depicted in the property descriptions included in the attached **Exhibit 1** (the “**Property**”).

The purpose of Petitioner's acquisition is to construct and expand a roadway known as the Beacon Lite Road and County Line Road Improvements Project, El Paso County Project No. 128558 (the “**Project**”).

The stipulating parties have reached agreement regarding a full and final resolution of this matter and hereby seek entry of a Rule and Order transferring the Permanent Easement on the Property to Petitioner.

Respondent Douglas County is the fee owner of record of the Property.

Respondent DLC has an interest in the Property by virtue of its status as the Grantee pursuant to that Deed of Conservation Easement recorded on July 26, 2000 at Reception #00051578, the First Amendment to Deed of Conservation Easement recorded on December 14, 2021 at Reception #2012096894, and Assignment of Interest in Deed of Conservation Easement recorded in the Records on December 14, 2012 (collectively, the “**Conservation Easement**”).

The Petitioner has the authority to condemn the Permanent Easement on the Property, there is necessity for its acquisition, and the Petitioner has negotiated in good faith to acquire the Permanent Easement on the Property. The Project has a public purpose and the taking of the Permanent Easement on the Property is for a public use.

The total just compensation to be paid for the taking of the Permanent Easement on the Property and all interests therein, including all claims for compensation, damages to the remainder, costs, expert fees, appraisal costs, expenses, attorneys’ fees, and interest is EIGHTY-SEVEN THOUSAND TWELVE DOLLARS (\$87,012), comprised of the following payments:

FORTY-FOUR THOUSAND FIVE HUNDRED TWELVE (\$44,512) (the “**Compensation Payment**”), which will be paid to Douglas County and DLC as set forth below, and which will satisfy all claims of just compensation for the taking of the Permanent Easement on the Property. Pursuant to C.R.S. § 38-1-112. Petitioner shall pay ONE THOUSAND SEVEN HUNDRED SEVENTY-FOUR DOLLARS (\$1,774) directly to Douglas County (the “**Douglas County Payment**”), and FORTY-TWO THOUSAND

SEVEN HUNDRED THIRTY-EIGHT DOLLARS (\$42,738) directly to DLC (the “**DLC Payment**”). Pursuant to Section 19 of the Conservation Easement, certain third parties are “entitled to compensation from [DLC].” DLC shall separately disburse any portions of the DLC Payment that it may be obligated to disburse to third parties, and Petitioner shall have no obligation to provide separate payments or compensation to any third parties; and

FORTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$42,500) as reimbursement for a project fee, attorneys’ fees, appraisal fees, and costs (the “**Fees and Costs Reimbursement**”), which will be paid to DLC directly.

Petitioner has also agreed to certain construction conditions, which are included in Exhibit 1 and are included as a part of this Rule and Order.

As required pursuant to C.R.S. § 38-30.5-107, recordation of the Rule and Order will effectuate a release of the Conservation Easement solely as it relates to the Property. The Conservation Easement will remain in full force and effect as to all other real property encumbered by the Conservation Easement.

Upon entry of this Rule and Order, easement rights for the Permanent Easement on the Property as described in Exhibit 1 shall vest in Petitioner.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

The Permanent Easement on the Property described in Exhibit 1, attached hereto, has been duly and lawfully taken by the Petitioner pursuant to the statutes and the Constitution of the State of Colorado, and the interests described therein with respect to the Permanent Easement on the Property are hereby vested in Petitioner.

A certified copy of this Rule and Order shall be recorded and indexed in the Office of the Clerk and Recorder of Douglas County in like manner and in like effect as if it were a deed of conveyance of the Permanent Easement on the Property from the owners and parties interested to the Petitioner.

Upon recordation of this Rule and Order, and pursuant to C.R.S. § 38-30.5-107, the Conservation Easement is released solely as it relates to the Property. The Conservation Easement remains in full force and effect as to all other real property encumbered by the Conservation Easement.

EIGHTY-SEVEN THOUSAND TWELVE DOLLARS (\$87,012) is the total just compensation to be paid for the taking of the Property, and all interests therein, including all claims for compensation, damages to the remainder, if any, costs, expert fees, appraisal costs, attorney’s fees and interest. Pursuant to C.R.S. § 38-1-112, Petitioner shall pay ONE THOUSAND SEVEN HUNDRED SEVENTY-FOUR DOLLARS (\$1,774) directly to Douglas County (the “**Douglas County Payment**”), FORTY-TWO THOUSAND SEVEN HUNDRED THIRTY-EIGHT DOLLARS (\$42,738) directly to DLC (the “**DLC Payment**”), and FORTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$42,500) directly to DLC (the “**Fees and Costs Reimbursement**”). Pursuant to Section 19 of the Conservation Easement, certain third parties are “entitled to compensation from [DLC].” DLC shall separately disburse any portions of the DLC Payment that it may be obligated to disburse to third parties, and Petitioner shall have no obligation to provide separate payments or compensation to any third parties.

EXHIBIT "A"
PERMANENT EASEMENT NUMBER: PE-1A
EL PASO COUNTY PROJECT NO. 128558

DATE: MAY 26, 2022

A Permanent Easement located within a parcel of land as described by Special Warranty Deed Reception Number 2000051580, in the Douglas County Clerk and Recorder's office and located in the Southwest 1/4 of Section 35, Township 10 South, Range 67 West of the 6th Principal Meridian, County of Douglas, State of Colorado, described as follows:

COMMENCING at the Northwest corner of Section 2 (a 3 inch aluminum cap stamped PLS 17496), Township 11 South, Range 67 West of the 6th Principal Meridian, El Paso County, Colorado; Thence N89°46'58"E, along the North line of said Section 2, also being the South line of Section 34, Township 10 South, Range 67 West of the 6th principal meridian, Douglas County, Colorado, a distance of 68.50 feet to the Southwest corner of said Section 35; Thence N00°32'57"W along the west line of Section 35, a distance of 44.00 feet to a point on the existing north fence line of County Line Road, also being the **POINT OF BEGINNING**;

1. Thence N89°58'19"E, a distance of 490.95 feet along said fence line to a point on the west right-of-way line of Interstate 25 (per CDOT project I-25-2(39) 163);
2. Thence N81°14'24"E continuing along said right-of-way line, a distance of 206.36 feet to an angle point;
3. Thence N18°02'01"E continuing along said right-of-way line, a distance of 59.24 feet;
4. Thence S81°45'05"W, a distance of 281.24 feet;
5. Thence S89°46'58"W, a distance of 435.35 feet to the west line of Section 35;
6. Thence N00°32'57"E, a distance of 46.00 feet along said west line to **THE POINT OF BEGINNING**;

Containing an area of 34,842 square feet or 0.800 acres, more or less.

The purpose of this easement is for permanent roadway, slopes and drainage.

Basis of Bearings: The Township line between Township 10 South and Township 11 South, all in Range 67 West of the 6th Principal Meridian, El Paso County, Colorado from the South 1/4 corner of Section 34, Township 10 South (monumented by a 3-1/4" cap stamped LS 17496 in monument box) to the Northwest corner of Section 2, Township 11 South (monumented by a 3" aluminum cap stamped PLS 17496) bears S89°53'15"E, a distance of 2608.40 feet.

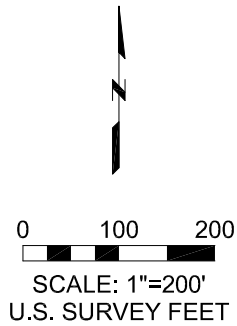
Lorelei A. Ward, Colorado PLS 34982
for and on behalf of Farnsworth Group, Inc.
5775 Mark Dabling Blvd., Suite 190
Colorado Springs, CO 80919
(719) 590-9194



ILLUSTRATION FOR
EXHIBIT A
PAGE 2 OF 2

LEGEND

POB POINT OF BEGINNING
● CHANGE IN COURSE ONLY



APPROX. SECTION LINE

SW 1/4 SECTION 35,
T10S, R67W

PE-1A

OWNER: DOUGLAS COUNTY BOARD OF
COUNTY COMMISSIONERS
MAILING ADDRESS:
100 THIRD ST.
CASTLE ROCK, CO 80104
PARCEL NO. 2771-350-00-059
REC. NO. 2000051580
34,842 SQ SF (0.800 ACRES)

SE 1/4 SECTION 34,
T10S, R67W

BASIS OF BEARINGS: TOWNSHIP
LINE BETWEEN T10S AND T11S
S89°53'15"E, 2608.40'

CDOT ROW PER I-25-2(39)163
(NO ACCESS)

S00°32'57"E 46.00'
N89°46'58"E
68.50'

S89°46'58"W 435.35'

S81°45'05"W 281.24'

N18°02'01"E 59.24'

PE-1A

N89°58'19"E 490.95'

N81°14'24"E 206.36'

DOUGLAS COUNTY
EL PASO COUNTY

POINT OF BEGINNING

N00°32'57"W
44.00'

SOUTHWEST CORNER
SECTION 35, T10S, R67W

POINT OF COMMENCEMENT

NORTHWEST CORNER
SECTION 2, T11S, R67W
FND 3" ALUMINUM CAP STAMPED PLS 17496

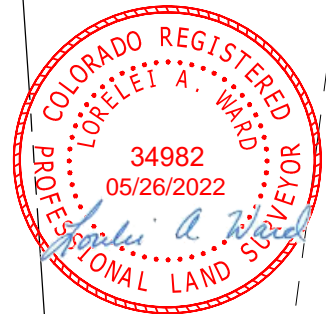
SOUTH 1/4 CORNER
SECTION 34, T10S, R67W
FND 3-1/4" CAP STAMPED
PLS 17496 IN RANGE BOX

BEACON LITE ROAD

SECTION LINE

NE 1/4 SECTION 3,
T11S, R67W

NW 1/4 SECTION 2,
T11S, R67W



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

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

EL PASO COUNTY
BEACON LITE/COUNTY LINE ROAD
EL PASO COUNTY PROJECT NO. 128558
PE-1A PERMANENT EASEMENT
SW 1/4 SECTION 35, T 10 S, R 67 W OF THE 6TH P.M.
COUNTY OF DOUGLAS, STATE OF COLORADO

PROJECT NO.: 0191742.00
DRAWN: CDO
REVIEWED: LAW
DATE: 05-26-2022

2 OF 2

EXHIBIT "A"
PERMANENT EASEMENT NUMBER: PE-2A
EL PASO COUNTY PROJECT NO. 128558

DATE: MAY 26, 2022

A Permanent Easement located within a parcel of land as described by Special Warranty Deed Reception Number 2000051580, in the Douglas County Clerk and Recorder's office and located in the Southeast 1/4 of Section 34, Township 10 South, Range 67 West of the 6th Principal Meridian, County of Douglas, State of Colorado, described as follows:

COMMENCING at the Northeast corner of Section 3 (a 3 inch aluminum cap stamped PLS 17496), Township 11 South, Range 67 West of the 6th Principal Meridian, El Paso County, Colorado; Thence N89°46'58"E, along the north line of Section 2, also being the south line of Section 34, Township 10 South, Range 67 West of the 6th Principal Meridian, Douglas County, Colorado, a distance of 68.50 feet to the southeast corner of said Section 34; thence N00°32'57"W along the east line of said Section 34, a distance of 44.00 feet to a point on the existing north fence line of County Line Road, also being the **POINT OF BEGINNING**;

Thence continuing along said fence for the following seven courses:

1. Thence S82°58'38"W, a distance of 102.48 feet to an angle point;
2. Thence S88°48'06"W, a distance of 122.68 feet to an angle point;
3. Thence N88°42'30"W, a distance of 293.62 feet to an angle point;
4. Thence S83°29'36"W, a distance of 62.81 feet to an angle point;
5. Thence N89°40'22"W, a distance of 424.46 feet to an angle point;
6. Thence N89°55'16"W, a distance of 233.35 feet to an angle point;
7. Thence N87°34'30"W, a distance of 92.68 feet to a point along the fence line;
8. Thence N70°04'40"E, a distance of 166.81 feet;
9. Thence S89°53'15"E, a distance of 1105.73 feet;
10. Thence N89°46'58"E, a distance of 67.72 feet to the east line of said section 34;
11. Thence S00°32'57"E along said Section line, a distance of 46.00 feet to the **POINT OF BEGINNING**;

Containing an area of 74,642 square feet or 1.714 acres, more or less.

The purpose of this easement is for permanent roadway, slopes and drainage.

Basis of Bearings: The Township line between Township 10 South and Township 11 South, all in Range 67 West of the 6th Principal Meridian, El Paso County, Colorado from the South 1/4 corner of Section 34, Township 10 South (monumented by a 3-1/4" cap stamped LS 17496 in monument box) to the Northeast corner of Section 3, Township 11 South (monumented by a 3" aluminum cap stamped PLS 17496) bears S89°53'15"E, a distance of 2608.40 feet.

Lorelei A. Ward, Colorado PLS 34982
for and on behalf of Farnsworth Group, Inc.
5775 Mark Dabling Blvd., Suite 190
Colorado Springs, CO 80919
(719) 590-9194



J:\2019\0191742.00 - Beacon Lite Road\Survey\07_Drawings\LEGAL\PE-2A - ROW PLANS\LEGAL\DESC\2_PE-2A_LEGAL EXHIBIT - 0191742.dwg | 5/26/2022 10:22 AM |

ILLUSTRATION FOR
EXHIBIT A
PAGE 2 OF 2

LEGEND

POB POINT OF BEGINNING
● CHANGE IN COURSE ONLY

SE 1/4 SECTION 34,
T10S, R67W

PE-2A

DOUGLAS COUNTY

OWNER: DOUGLAS COUNTY BOARD OF
COUNTY COMMISSIONERS
MAILING ADDRESS:
100 THIRD ST.
CASTLE ROCK, CO 80104
PARCEL NO. 2771-340-00-040
REC. NO. 2000051580
74,642 SQ SF (1.714 ACRES)

EAST LINE
SOUTHEAST 1/4
SECTION 34

APPROX. SECTION LINE

SOUTH 1/4 CORNER
SECTION 34, T10S, R67W
FND 3-1/4" CAP STAMPED PLS
17496 IN RANGE BOX

EXISTING FENCELINE

S00°32'57"E 46.00'

N89°46'58"E 67.72'

N70°04'40"E 166.81'

S89°53'15"E 1105.73'

PE-2A

S82°58'38"W 102.48'

N89°55'16"W 233.35'

N89°40'22"W 424.46'

N88°42'30"W 293.62'

S88°48'06"W 122.68'

N87°34'30"W 92.68'

S83°29'36"W 62.81'

COUNTY LINE ROAD

BASIS OF BEARINGS: TOWNSHIP
LINE BETWEEN T10S AND T11S
S89°53'15"E, 2608.40'

POINT OF COMMENCEMENT

SECTION 3, T11S, R67W
FND 3" ALUMINUM CAP STAMPED PLS 17496

POINT OF BEGINNING

N89°46'58"E 68.50'

N00°32'57"W 44.00'

SOUTHEAST CORNER
SECTION 34, T10S, R67W

EL PASO COUNTY

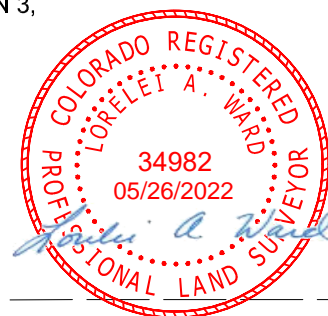
BULL PINE PT

BEACON LITE ROAD

SECTION LINE

NE 1/4 SECTION 3,
T11S, R67W

0 100 200
SCALE: 1"=200'
U.S. SURVEY FEET



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
BEACON LITE/COUNTY LINE ROAD
EL PASO COUNTY PROJECT NO. 128558

PE-2A PERMANENT EASEMENT
SE 1/4 SECTION 34, T 10 S, R 67 W OF THE 6TH P.M.
COUNTY OF DOUGLAS, STATE OF COLORADO

PROJECT NO.: 0191742.00
DRAWN: CDO
REVIEWED: LAW
DATE: 05-26-2022

2 OF 2