

**TOWN OF MEAD, COLORADO  
RESOLUTION NO. 07-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, RATIFYING THE  
ACQUISITION OF CERTAIN REAL PROPERTY REQUIRED FOR THE  
CONSTRUCTION OF A TRAFFIC CIRCLE AT THE INTERSECTION OF WELD  
COUNTY ROAD 7 AND MEAD PLACE PARKWAY (MEAD PLACE DEVELOPMENT)**

**WHEREAS**, the Town of Mead ("Town") is a party to that certain *Subdivision Improvement Agreement for Mead Place, Amendment No. 1*, with Equinox Mead LLC, a Colorado limited liability company ("Owner"), dated October 23, 2023, and recorded on October 25, 2023, at Reception No. 4927623 in the Weld County real property records (the "Mead Place SIA"); and

**WHEREAS**, Section XVII.K. of the Mead Place SIA requires the Owner to dedicate to the Town certain right-of-way ("ROW") on the east side of Weld County Road 7 ("CR7") required for the construction of the future traffic circle at the intersection of CR 7 and Mead Place Parkway; and

**WHEREAS**, the Owner cooperated with the Town to finalize, execute, and record the following warranty deeds that operate to convey the required ROW on the east side of CR7 to the Town as required by the Mead Place SIA:

- Warranty Deed dated December 18, 2023, executed by grantor Equinox Mead LLC, a Colorado limited liability company, and accepted by the Town of Mead via the Town Manager, a copy of which was recorded on December 19, 2023, at Reception No. 4936177 in the Office of the Clerk and Recorder for the County of Weld, Colorado; and
- Warranty Deed dated December 18, 2023, executed by grantor Rodney J. Schmidt, and accepted by the Town of Mead via the Town Manager, a copy of which was recorded on December 19, 2023, at Reception No. 4936178 in the Office of the Clerk and Recorder for the County of Weld, Colorado;

(together, the "ROW Conveyance Deeds"); and

**WHEREAS**, pursuant to C.R.S. § 31-15-101(1)(d), the Town is authorized to acquire, hold, lease, and dispose of property, both real and personal; and

**WHEREAS**, copies of the ROW Conveyance Deeds are on file with the Town Clerk; and

**WHEREAS**, the Board of Trustees (the "Board") desires to ratify the Town's acceptance of the ROW Conveyance Deeds and further desires to ratify any actions of the Town Manager, Town Clerk, and other Town Staff as necessary to facilitate or complete the acquisition of the property specifically described in the ROW Conveyance Deeds (the "Subject Property"), as required by the terms of the Mead Place SIA; and

**WHEREAS**, the Board finds and determines that it is in the best interests of the Town and its inhabitants to ratify the acquisition of the Subject Property.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Town of Mead, Weld County, Colorado, that:

**Section 1. Recitals Incorporated.** The recitals contained above are incorporated herein by reference and are adopted as findings and determinations of the Board.

**Section 2. Ratify Acquisition of Subject Property.** The Board hereby ratifies the acquisition of the Subject Property, as more specifically described in the ROW Conveyance Deeds.

**Section 3. Execution of ROW Conveyance Deeds and Related Documents.** The actions of the Town Manager and Town Clerk that were necessary to facilitate or complete the acquisition of the Subject Property are hereby ratified and authorized. Without limiting the foregoing, the Board hereby specifically ratifies the signatures of the Town Manager and Town Clerk on the acceptance signature block set forth on each of the ROW Conveyance Deeds and related closing documents. Further, in addition to the foregoing, the Town Manager and Town Clerk are hereby authorized to execute all additional documents that may be necessary to facilitate or complete the acquisition of the Subject Property, following the review and approval of all such documents as to form by the Town Attorney.

**Section 4. Effective Date.** This resolution shall become effective immediately upon adoption.

**Section 5. Repealer.** All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

**Section 6. Certification.** The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

**INTRODUCED, READ, PASSED, AND ADOPTED THIS 8TH DAY OF JANUARY 2024.**

**ATTEST:**

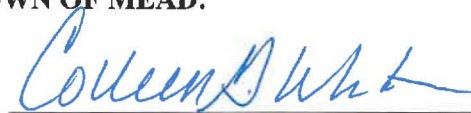
By:

  
Mary E. Strutt, MMC, Town Clerk



**TOWN OF MEAD:**

By:

  
Colleen G. Whitlow, Mayor

Following recordation, return to:  
Mary E. Strutt, Town Clerk  
Town of Mead  
441 Third Street  
P.O. Box 626  
Mead, CO 80542

EXEMPT FROM DOCUMENTARY FEE PER C.R.S. § 39-13-104(1)(a)

WARRANTY DEED

[Conveyance of Right-of-Way to Town of Mead]

THIS DEED, made this 18 day of December, 2023, between EQUINOX MEAD LLC, a Colorado limited liability company, with a principal office street address of 10450 E. 159<sup>th</sup> Court, Brighton, Colorado 80602 ("Grantor"), and the TOWN OF MEAD, a Colorado municipal corporation, whose street address is 441 Third Street, P.O. Box 626, Mead, Colorado 80542 ("Grantee");

WITNESSETH, that Grantor for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying, and being in the County of Weld, State of Colorado, described as follows:

SEE EXHIBIT A, consisting of two pages, attached hereto and by this reference incorporated herein;

also known by street and number as: vacant land;

TOGETHER WITH all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances. Excluding all rights, title and interest in the mineral estate owned by Grantor under the property;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever. Grantor, for itself, its successors and assigns, does covenant and agree that at the time of ensembling and delivery of these presents, Grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute, and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power, and lawful authority to grant, bargain, sell, and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances, and restrictions of whatever kind or nature except easements, restrictions, reservations, and rights of way of record.

Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises and the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof.

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

*{Signatures are on the following page.}*

25793450



BY: EQUINOX MEAD LAND VENTURE, LLC, a  
Colorado limited liability company, its Manager

Mary E. Strutt, MMC, Town Clerk

**GRANTOR:** EQUINOX MEAD LLC, a Colorado  
limited liability company

BY: EQUINOX MEAD LAND VENTURE, LLC, a  
Colorado limited liability company, its Manager

Countersigned

By: \_\_\_\_\_  
George R. Hanlon, Jr., Manager

STATE OF COLORADO       )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by  
George R. Hanlon, Jr., as Manager of Equinox Mead Land Venture, LLC, a Colorado limited liability  
company, as Manager of Equinox Mead LLC, a Colorado limited liability company.

Witness my hand and official seal:

[SEAL]

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_.

**ACCEPTANCE BY GRANTEE:**

TOWN OF MEAD, a Colorado municipal corporation

Date: December 14, 2023

By: \_\_\_\_\_  
Helen Migchelbrink, Town Manager

ATTEST:

Mary E. Strub  
Mary E. Strub, MMC, Town Clerk



Attached to and incorporated in the Warranty Deed between EQUINOX MEAD LLC, a Colorado limited liability company (Grantor), and the Town of Mead, a Colorado municipal corporation (Grantee).

## EXHIBIT A

### LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN LOT B, RECORDED EXEMPTION NO. 1207-22-3 RE3126, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 10, 2001, AT RECEPTION NO. 2891019, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 22 AND CONSIDERING THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 22 TO BEAR SOUTH 00°26'04" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 01°41'38" EAST, A DISTANCE OF 1364.95 FEET TO THE SOUTHWEST CORNER OF SAID LOT B AND THE POINT OF BEGINNING;

THENCE NORTH 00°26'04" WEST, ALONG THE WEST LINE OF SAID LOT B, A DISTANCE OF 32.47 FEET;  
THENCE SOUTH 12°46'47" EAST, A DISTANCE OF 33.14 FEET TO THE SOUTH LINE OF SAID LOT B;  
THENCE SOUTH 88°50'56" WEST, ALONG SAID SOUTH, A DISTANCE OF 7.09 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 115 SQUARE FEET OR 0.0026 ACRES, MORE OR LESS.

I, BRIAN J. PFOHL, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



BRIAN J. PFOHL, P.L.S. 38445  
FOR AND ON BEHALF OF MANHARD CONSULTING



7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com  
Civil Engineering | Surveying & Geospatial Services | GIS  
Water Resource Management | Construction Management

MEAD PLACE, AMENDMENT NO. 1  
COUNTY OF WELD, STATE OF COLORADO

### EXHIBIT A

PROJ. MGR.: BJP  
DRAWN BY: LHG  
DATE: 12/03/21  
SCALE: N/A

SHEET

1 OF 2  
EML.MECO01.02

12/3/2021 1:20 PM Dwg Name: P:\Enimaco01\dwg\Surv\Final Drawings\Plot of Easement\FML.MECO01.02-SI-BOWL.dwg Updated By: BPfohl

# EXHIBIT A



GRAPHIC SCALE  
0 10 20  
( IN FEET )  
1 inch = 20 ft



**POINT OF COMMENCING**  
WEST QUARTER CORNER  
SECTION 22, T3N, R68W  
3.25" ALUMINUM CAP  
STAMPED "PLS 23528, 1989"  
IN RANGE BOX

**MEAD PLACE**  
RECEPTION NO. 4162823

**COUNTY ROAD 7**  
(90.00' RIGHT OF WAY)

(BASIS OF BEARINGS)  
S 00°26'04" E 2648.80'

WEST LINE OF THE  
SOUTHWEST QUARTER OF  
SECTION 22, TOWNSHIP 3  
NORTH, RANGE 68 WEST

N 00°26'04" W  
32.47'

**LOT B  
RECORDED  
EXEMPTION NO.  
1207-22-3 RE3126**  
RECEPTION NO. 2891019

**POINT OF BEGINNING**

S 12°46'47" E  
33.14'

**ROW PARCEL**  
115 S.F. (0.0026 AC)±

S 88°50'56" W  
7.09'

**PARCEL A  
RECORDED  
EXEMPTION NO.  
1207-22-3-RE-27**  
RECEPTION NO. 1607803

**SOUTHWEST CORNER OF  
SECTION 22, T3N, R68W**  
FOUND NO. 6 REBAR  
W/2.5" ALUMINUM CAP  
STAMPED "PLS 38065, 2014"  
IN RANGE BOX

**NOTE:**

- DENOTES CHANGE OF DIRECTION ONLY.  
THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED SURVEY. IT IS INTENDED  
ONLY TO DEPICT THE ATTACHED  
LEGAL DESCRIPTION.



7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com  
Civil Engineering | Surveying & Geospatial Services | GIS  
Water Resource Management | Construction Management

**MEAD PLACE, AMENDMENT NO. 1  
COUNTY OF WELD, STATE OF COLORADO  
EXHIBIT A**

PROJ. MGR.: BJP  
DRAWN BY: LHG  
DATE: 12/03/21  
SCALE: 1" = 20'

**SHEET  
2 OF 2  
EML.MECO01.02**

Dwg Name: P:\Emlmecc01\dwg\Surv\Final Drawings\Plot of Easement\FML.MECO01.02-SL-ROW1.dwg Updated By: BPfohl

12/3/2021 1:07 PM



Following recordation, return to:  
Mary E. Strutt, Town Clerk  
Town of Mead  
441 Third Street  
P.O. Box 626  
Mead, CO 80542

EXEMPT FROM DOCUMENTARY FEE PER C.R.S. § 39-13-104(1)(a)

WARRANTY DEED

[Conveyance of Right-of-Way to Town of Mead]

THIS DEED, made this 18<sup>th</sup> day of December, 2023, between RODNEY J. SCHMIDT ("Grantor"), and the TOWN OF MEAD, a Colorado municipal corporation, whose street address is 441 Third Street, P.O. Box 626, Mead, Colorado 80542 ("Grantee");

WITNESSETH, that Grantor for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying, and being in the County of Weld, State of Colorado, described as follows:

SEE EXHIBIT A, consisting of two pages, attached hereto and by this reference incorporated herein;

also known by street and number as: vacant land;

TOGETHER WITH all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances. Excluding all rights, title and interest in the mineral estate owned by Grantor under the property;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever. Grantor, for itself, its successors and assigns, does covenant and agree that at the time of ensealing and delivery of these presents, Grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute, and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power, and lawful authority to grant, bargain, sell, and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances, and restrictions of whatever kind or nature except easements, restrictions, reservations, and rights of way of record.

Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises and the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof.

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.


*{Signatures are on the following page.}*

25193450





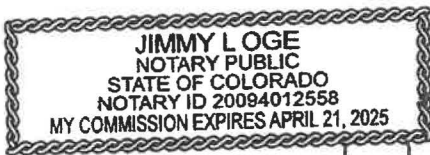
GRANTOR:

  
\_\_\_\_\_  
RODNEY J. SCHMIDT

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF ADAMS     )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of December, 2023, by  
Rodney J. Schmidt.

Witness my hand and official seal:



  
\_\_\_\_\_  
Notary Public

My commission expires: 04/21/2025.

**ACCEPTANCE BY GRANTEE:**

TOWN OF MEAD, a Colorado municipal corporation

Date: \_\_\_\_\_.

*Countersigned*

By: \_\_\_\_\_  
Helen Migchelbrink, Town Manager

ATTEST:

*Countersigned*

\_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk

**GRANTOR:**

*Countersigned*

\_\_\_\_\_  
RODNEY J. SCHMIDT

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by Rodney J. Schmidt.

Witness my hand and official seal:

[SEAL]

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_.

**ACCEPTANCE BY GRANTEE:**

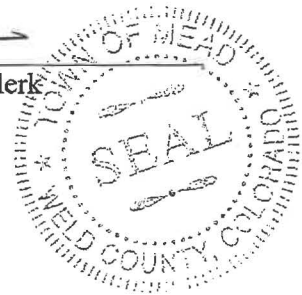
TOWN OF MEAD, a Colorado municipal corporation

Date: December 14, 2023.

By: \_\_\_\_\_  
Helen Migchelbrink, Town Manager

**ATTEST:**

Mary E. Strutt  
Mary E. Strutt, MMC, Town Clerk



Attached to and incorporated in the Warranty Deed between RODNEY J. SCHMIDT (Grantor) and the Town of Mead, a Colorado municipal corporation (Grantee).

## EXHIBIT A

### LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN PARCEL A, RECORDED EXEMPTION NO. 1207-22-3-RE-27, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 23, 1973, AT RECEPTION NO. 1607803, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 22 AND CONSIDERING THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 22 TO BEAR SOUTH 00°26'04" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 01°41'38" EAST, A DISTANCE OF 1364.95 FEET TO THE NORTHWEST CORNER OF SAID PARCEL A AND THE POINT OF BEGINNING;

THENCE NORTH 88°50'56" EAST, ALONG THE NORTH LINE OF SAID PARCEL A, A DISTANCE OF 7.09 FEET;  
THENCE SOUTH 12°46'47" EAST, A DISTANCE OF 7.78 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 22°40'36", A RADIUS OF 89.50 FEET, AN ARC LENGTH OF 35.42 FEET, THE CHORD OF WHICH BEARS SOUTH 24°07'05" EAST, A DISTANCE OF 35.19 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 88°27'46", A RADIUS OF 102.50 FEET, AN ARC LENGTH OF 158.26 FEET, THE CHORD OF WHICH BEARS SOUTH 08°46'30" WEST, A DISTANCE OF 143.00 FEET TO THE WEST LINE OF SAID PARCEL A, BEING A NON-TANGENT LINE;

THENCE NORTH 00°26'04" WEST, ALONG LAST SAID WEST LINE, A DISTANCE OF 180.90 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 5,003 SQUARE FEET OR 0.1149 ACRES, MORE OR LESS.

I, BRIAN J. PFOHL, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



BRIAN J. PFOHL, P.L.S. 38445  
FOR AND ON BEHALF OF MANHARD CONSULTING



7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com  
Civil Engineering | Surveying & Geospatial Services | GIS  
Water Resource Management | Construction Management

MEAD PLACE, AMENDMENT NO. 1

COUNTY OF WELD, STATE OF COLORADO

EXHIBIT A

PROJ. MGR.: BJP  
DRAWN BY: LHG  
DATE: 03/09/2020  
SCALE: N/A

SHEET

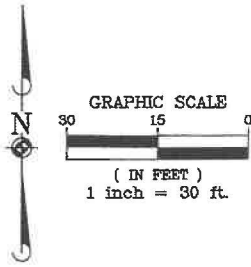
1 OF 2

EMLMEC001.02

Dwg Name: P:\Emlmecc001\dwg\Surv\Final Drawings\Plot of Easement\EMLMEC001.02-S1-ROW2.dwg Updated By: BPfohl

3/9/2020 1:05 PM

Dwg Name: P:\Emlmec001\dwg\Surv\Final Drawings\Plot of Easement\EML\_MEC001.02-51-ROW2.dwg Updated By: EJPfohl  
3/9/2020 1:05 PM



## EXHIBIT A

**POINT OF COMMENCING**  
WEST QUARTER CORNER  
SECTION 22, T3N, R68W  
3.25" ALUMINUM CAP  
STAMPED "PLS 23528, 1989"  
IN RANGE BOX

**LOT B  
RECORDED  
EXEMPTION NO.  
1207-22-3-RE 1068**  
RECEPTION NO. 2131670

**POINT OF BEGINNING**

**MEAD PLACE**  
RECEPTION NO. 4162823

**COUNTY ROAD 7**  
(90.00' RIGHT OF WAY)

WEST LINE OF THE  
SOUTHWEST QUARTER OF  
SECTION 22, TOWNSHIP 3  
NORTH, RANGE 68 WEST

**SOUTHWEST CORNER OF  
SECTION 22, T3N, R68W  
FOUND NO. 6 REBAR  
W/2.5" ALUMINUM CAP  
STAMPED "PLS 38065, 2014"  
IN RANGE BOX**

(BASIS OF BEARINGS)  
S 00°26'04" E 2648.80'

N 00°26'04" W 180.90'

**ROW PARCEL**  
5,003 S.F. (0.1149 AC.) ±

$\Delta = 22^\circ 40' 36''$   
 $R = 89.50'$   
 $L = 35.42'$   
 $CH = S 24^\circ 07' 05'' E$   
35.19'

143.00'

W 08°46'30" E

L=158.26'

R=102.50'

$\Delta = 88^\circ 27' 46''$

**PARCEL A  
RECORDED  
EXEMPTION NO.  
1207-22-3-RE-27**  
RECEPTION NO. 1607803

**NOTE:**

- DENOTES CHANGE OF DIRECTION ONLY.  
THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED SURVEY. IT IS INTENDED  
ONLY TO DEPICT THE ATTACHED  
LEGAL DESCRIPTION.



7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com  
Civil Engineering | Surveying & Geospatial Services | GIS  
Water Resource Management | Construction Management

**MEAD PLACE, AMENDMENT NO. 1**

**COUNTY OF WELD, STATE OF COLORADO**

**EXHIBIT A**

PROJ. MGR.: BJP  
DRAWN BY: LHG  
DATE: 03/09/2020  
SCALE: 1" = 30'

**SHEET**

**2 OF 2**  
**EML.MEC001.02**