

**Empire Title of Colorado Springs, LLC**  
**5555 Tech Center Drive, Suite 110**  
**Colorado Springs, CO 80919**  
Phone: **719-884-5300**  
Fax: **719-884-5304**

**Transmittal Information**

Date: 09/13/2021  
File No: 87815ECS  
Property Address: 9696 Flagstone Street, Colorado Springs, CO 80925  
Buyer\Borrower:  
Seller: Colorado Centre Metropolitan District

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For changes and updates please contact your Title officer:

**Kara DeMasters**  
**Empire Title of Colorado Springs, LLC**  
**c/o Stewart Title Southern Colorado Production Services**  
Phone: **719-884-5300**  
Fax: **719-884-5304**

E-mail: **Kara.DeMasters@stewart.com**

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**Customer:**  
**T-Bone Construction**  
**1310 Ford St**  
**Colorado Springs, CO 80915**  
**Phone: 719-623-3314 Fax:**  
**Attn: Darin Weiss**  
**DELIVERED VIA: E-MAIL**

**Buyer:**  
**Seller:**  
**Colorado Centre Metropolitan District**  
**DELIVERED VIA: E-MAIL**

**Buyer's Agent:**  
**Seller's Agent:**

**Buyer's Attorney:**  
**Seller's Attorney:**

**Lender:**  
**Mortgage Broker:**

**Phone: Fax:**  
**Attn:**  
**Phone: Fax:**  
**Attn:**

**Thank you for using Empire Title of Colorado Springs, LLC.**



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# Empire Title of Colorado Springs, LLC

## INVOICE

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**Invoice #: 36347**

**Invoice Date: 9/9/2021**

**File Number: 87815ECS**

**Property Address: 9696 Flagstone Street**

**Names: Colorado Centre Metropolitan District (Seller)**

**To:**

T-Bone Construction  
1310 Ford St  
Colorado Springs, CO 80915  
Attention: Darin Weiss

**Please remit to:**

Empire Title of Colorado Springs, LLC  
5555 Tech Center Drive, Suite 110  
Colorado Springs, CO 80919  
719-884-5300

Description		Amount	Qty	Total
Informational End		\$300.00	1	\$300.00
Agent Premium: \$300.00  Underwriter Premium: \$0.00  Underwriter is Stewart Title Guaranty Company			Subtotal	\$300.00
			Tax @ 0 %	\$0.00
			Non Taxable Amt.	\$0.00
			Grand Total	\$300.00

*Thank you!*



5555 Tech Center Drive, Suite 110, Colorado Springs, CO 80919  
Phone: 719-884-5300 Fax: 719-884-5304

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## UNDERSTANDING YOUR TITLE COMMITMENT

### SCHEDULE A:

**No. 1: Effective date:** This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

**No. 2A : Owner's Policy Proposed Insured:** This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

**No. 2B : Loan Policy Proposed Insured:** This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

**Charges: Title Premiums, Endorsements and Tax Certificates:** These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

**No. 3: The estate or interest in the land....:** This shows the type of ownership that is going to be insured.

**No. 4: The Title is, at the Commitment Date....:** This shows the name(s) of the current owner(s).

**No. 5: The land referred to in the Commitment....:** This is the 'legal' property description for the real estate you are buying or selling.

### SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

### SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.



## WIRE FRAUD

### ALERT

### NOTIFICATION:

### READ THIS BEFORE YOU WIRE FUNDS

### WIRE FRAUD: THE THREAT IS REAL

Buying a home is an exciting time. You've saved, found the perfect home and planned the move. Now, the closing day for your home is just around the corner.

We want to make sure your home purchase doesn't get derailed by a dangerous threat that could keep you from getting the keys, painting walls and decorating. Criminals have stolen money meant for the purchase of homes through malicious wire fraud schemes targeting consumers across the country.

Criminals begin the wire fraud process way before the attempted theft occurs. Most often, they begin with a common social engineering technique called phishing. This can take the form of email messages, website forms or phone calls to fraudulently obtain private information. Through seemingly harmless communication, criminals trick users into inputting their information or clicking a link that allows hackers to steal login and password information.

Once hackers gain access to an email account, they will monitor messages to find someone in the process of buying a home. Hacks can come from various parties involved in a transaction, including real estate agents, attorneys or consumers. Criminals then use the stolen information to email fraudulent wire transfer instructions disguised to appear as if they came from a professional you're working with to purchase a home. If you receive an email with wiring instructions, don't respond. Email is not a secure way to send financial information. If you take the bait, your money could be gone in minutes.

### What can I do to protect myself?

Despite efforts by the title industry and others to educate consumers about the risk, homebuyers continue to be targeted. Here are some tips on what you can do to protect yourself and/or your clients:

1. **If requested**, wiring instructions will be provided via an encrypted email.
2. **Call, don't email**: Confirm all wiring instructions by phone before transferring funds. Use the phone number from the title company's website or a business card.
3. **Be suspicious**: It's not common for title companies to change wiring instructions and payment info
4. **Confirm it all**: Ask your bank to confirm not just the account number but also the name on the account before sending a wire. The name on the account should state Empire Title of Colorado Springs, LLC.
5. **Verify immediately**: You should call the title company or real estate agent to validate that the funds were received. Detecting that you sent the money to the wrong account within 24 hours gives you the best chance of recovering your money from the hackers.
6. **Forward, don't reply**: When responding to an email, hit the "forward" button instead of clicking the "reply" button, and then start typing the person's email address. Criminals use email addresses that are very similar to the real one for a company. By typing in email addresses, you will make it easier to discover if a fraudster is after you.

**ALTA Commitment Form**

**COMMITMENT FOR TITLE INSURANCE**  
**Issued by**



STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the Commitment upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Authorized Signature

A handwritten signature in black ink, appearing to read "Denise Carraux".

A handwritten signature in black ink, appearing to read "Frederick H. Eppinger".  
\_\_\_\_\_  
Frederick H. Eppinger  
President and CEO

Authorized Signatory

**Empire Title of Colorado Springs, LLC**  
(Company)  
5555 Tech Center Drive, Suite 110  
Colorado Springs, CO

A handwritten signature in black ink, appearing to read "Denise Carraux".  
\_\_\_\_\_  
Denise Carraux  
Secretary

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.*



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

## **CONDITIONS AND STIPULATIONS**

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has acquired actual knowledge of any defect, lien encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

## **STANDARD EXCEPTIONS**

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effect date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area or content, party wells and/or other facts which a correct survey and/or a physical inspection of the premises would disclose.
4. Rights or claims of parties in possession not shown in the public records.
5. In the event this Commitment is issued with respect to a construction loan to be disbursed in future periodic installments, then the policy shall contain an additional exception which shall be as follows:

Pending disbursement of the full proceeds of the loan secured by the mortgage insured, this policy only insures the amount actually disbursed, but increases as proceeds are disbursed in good faith and without knowledge of any intervening lien or interest to or for the account of the mortgagor up to the amount of the policy. Such disbursement shall not extend the date of the policy or change any part thereof unless such change is specifically made by written endorsement duly issued on behalf of the Company. Upon request by the Insured (and payment of the proper charges thereof), the Company's agent or approved attorney will search the public records subsequent to the date of the policy and furnish the insured a continuation report showing such matters affecting title to the land as they have appeared in the public records subsequent to the date of the policy or date of the last preceding continuation report, and if such continuation report shows intervening lien, or liens, or interest to or for the account of the mortgagor, then in such event this policy does not increase in liability unless such matters as actually shown on such continuation report are removed from the public records by the insured.

**COMMITMENT FOR TITLE INSURANCE**

Issued by

*Stewart Title Guaranty Company***SCHEDULE A**1. Effective Date: **September 3, 2021, 7:30 am**

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy  
Proposed Insured:  
Proposed Policy Amount:(b) 2006 ALTA® Loan Policy  
Proposed Insured:  
Proposed Policy Amount:

<i>Informational End</i>	\$	<b>300.00</b>
<b>Total:</b>	\$	<b>300.00</b>

3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.4. The Title is, at the Commitment Date, vested in:  
**Colorado Centre Metropolitan District**

5. The land referred to in this Commitment is described as follows:

**SEE ATTACHED EXHIBIT "A"**

**\*\*For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a specific designation of a Proposed Insured, and has revised this commitment identifying that Proposed Insured by name. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions and/or requirements after the designation of the Proposed Insured.**

For Informational Purposes Only: **9696 Flagstone Street, Colorado Springs, CO 80925**  
 APN: **5503400003**

Countersigned  
 Empire Title of Colorado Springs, LLC

By:


**Kara DeMasters**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.*

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**EXHIBIT "A"**

**A TRACT OF LAND LOCATED IN SECTION 3, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BASIS OF BEARINGS: NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 65 WEST BEING CONSIDERED NORTH 89 DEGREES 53 MINUTES 55 SECONDS EAST.**

**COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE SOUTH 35 DEGREES 32 MINUTES 24 SECONDS WEST A DISTANCE OF 1941.76 FEET TO THE POINT OF BEGINNING;**

**THENCE SOUTH 22 DEGREES 40 MINUTES 38 SECONDS EAST A DISTANCE OF 313.21 FEET;**

**THENCE SOUTH 34 DEGREES 16 MINUTES 47 SECONDS EAST A DISTANCE OF 233.80 FEET;**

**THENCE SOUTH 62 DEGREES 33 MINUTES 26 SECONDS EAST A DISTANCE OF 98.30 FEET;**

**THENCE SOUTH 76 DEGREES 01 MINUTES 10 SECONDS EAST A DISTANCE OF 233.73 FEET;**

**THENCE SOUTH 43 DEGREES 14 MINUTES 07 SECONDS EAST A DISTANCE OF 179.31 FEET;**

**THENCE SOUTH 09 DEGREES 29 MINUTES 53 SECONDS EAST A DISTANCE OF 311.63 FEET;**

**THENCE SOUTH 35 DEGREES 29 MINUTES 36 SECONDS EAST A DISTANCE OF 144.29 FEET;**

**THENCE SOUTH 62 DEGREES 06 MINUTES 13 SECONDS EAST A DISTANCE OF 133.06 FEET;**

**THENCE SOUTH 36 DEGREES 49 MINUTES 53 SECONDS EAST A DISTANCE OF 214.33 FEET;**

**THENCE SOUTH 14 DEGREES 54 MINUTES 51 SECONDS WEST A DISTANCE OF 89.01 FEET;**

**THENCE SOUTH 37 DEGREES 01 MINUTES 25 SECONDS WEST A DISTANCE OF 111.79 FEET;**

**THENCE SOUTH 50 DEGREES 28 MINUTES 58 SECONDS WEST A DISTANCE OF 224.70 FEET;**

**THENCE SOUTH 35 DEGREES 18 MINUTES 15 SECONDS WEST A DISTANCE OF 127.05 FEET;**

**THENCE SOUTH 17 DEGREES 05 MINUTES 43 SECONDS WEST A DISTANCE OF 147.56 FEET;**

**THENCE SOUTH 07 DEGREES 29 MINUTES 57 SECONDS WEST A DISTANCE OF 133.00 FEET;**

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THENCE SOUTH 12 DEGREES 40 MINUTES 27 SECONDS WEST A. DISTANCE OF 1099.22 FEET;  
THENCE NORTH 77 DEGREES 19 MINUTES 33 SECONDS WEST A DISTANCE OF 520.00 FEET;  
THENCE NORTH 12 DEGREES 40 MINUTES 27 SECONDS EAST A DISTANCE OF 995.00 FEET;  
THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 764.65 FEET;  
THENCE SOUTH 68 DEGREES 35 MINUTES 33 SECONDS WEST A DISTANCE OF 227.22 FEET TO A POINT ON A CURVE ON THE CENTER LINE OF THE PROPOSED RIGHT-OF-WAY FOR HORIZONVIEW DRIVE; THENCE ALONG SAID CENTER LINE AND ALONG A CURVE LEFT WHOSE CENTER BEARS SOUTH 81 DEGREES 26 MINUTES 47 SECONDS WEST, HAVING A DELTA OF 31 DEGREES 45 MINUTES 26 SECONDS, A RADIUS OF 584.36 FEET, A DISTANCE OF 323.89 FEET MEASURED ALONG THE ARC; THENCE NORTH 00 DEGREES 05 MINUTES 44 SECONDS EAST A DISTANCE OF 471.81 FEET;  
THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 478.46 FEET;  
THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 822.98 FEET;  
THENCE NORTH 89 DEGREES 24 MINUTES 57 SECONDS EAST A DISTANCE OF 260.00 FEET;  
THENCE NORTH 00 DEGREES 00 MINUTES 60 SECONDS EAST A DISTANCE OF 550.00 FEET;  
THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 226.55 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THOSE PARCELS PLATTED AS MORNING SUN I ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 15, 1986 IN PLAT [BOOK A4 AT PAGE 179](#) AND MORNING SUN II ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 10, 1987 IN PLAT [BOOK C4 AT PAGE 129](#) OF THE EL PASO COUNTY, COLORADO RECORDS.

NOTE: THE SPECIFIC LEGAL DESCRIPTION OF THE PROPERTY SET FORTH IN THE EL PASO COUNTY ASSESSOR PARCEL NO. 55034-00-003 HAS NOT BEEN PROVIDED. THE ABOVE LEGAL DESCRIPTION CONTAINS ADDITION REAL PROPERTY AS SET FORTH IN WARRANTY DEED RECORDED MAY 7, 2004 AT [RECEPTION NO. 204074875](#).

## COMMITMENT FOR TITLE INSURANCE

Issued by

*Stewart Title Guaranty Company*

### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

**NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.**

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## SCHEDULE B, PART II

### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. **Any assessment or lien of Fountain Valley Soil Conservation District as disclosed by the instrument recorded February 15, 1944 in [Book 957 at Page 221](#).**
10. **The effect of inclusion of subject property within the Colorado Centre Metropolitan District as created by instrument recorded February 21, 1984 in [Book 3836 at Page 1341](#). Resolution No. 19-413 recorded November 12, 2019 at [Reception No. 219142177](#) and re-recorded November 18, 2019 at [Reception No. 219144853](#).**
11. **Terms, agreements, provisions, conditions, reservations and obligations as contained in Reeservation of Goundwater Rights Recorded October 9, 1985 in [Book 5072 at Page 1395](#) and Agreement regarding**

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Groundwater recorded October 9, 1985 in [Book 5072 at Page 1399](#), and any interests therein or rights thereunder.

12. Terms, agreements, provisions, covenants, conditions, reservations, obligations and easements as contained in Warranty Deed, recorded November 20, 1985 in [Book 5091 at Page 290](#), and any interests therein or rights thereunder.
13. Terms, conditions and provisions of Annexation Agreement recorded September 23, 1988 in [Book 5557 at Page 405](#). Annexation Ordinance recorded September 23, 1988 in [Book 5557 at Page 655](#). Annexation Plat - Colorado Centre No. 1 recorded September 23, 1988 in Plat [Book D-4 at Page 73](#). Order and Judgment recorded March 16, 2005 at [Reception No. 205037381](#). Amended and Restated Banning Lewis Ranch Annexation Agreement recorded October 18, 2018 at [Reception No. 218121366](#). Ratification and Consent to Amended and Restated Banning Lewis Ranch Annexation Agreement recorded June 11, 2019 at [Reception No. 219063761](#).
14. Terms, agreements, provisions, conditions and obligations as contained in Water Agreement recorded April 13, 1995 in [Book 6632 at Page 928](#) and
15. Terms, agreements, provisions, conditions and obligations as contained in Deed recorded October 27, 1995 in [Book 6753 at Page 326](#), and any interests therein or rights thereunder.
16. Any and all unrecorded leases or tenancies and any and all parties claiming by, through, or under such leases or tenancies.

**FOR INFORMATIONAL PURPOSES ONLY:**

Deed recorded May 7, 2004 as [Reception No. 204074875](#).

*NOTE: The property described herein, appears to be free and clear of any Deeds of Trust or Mortgages. Please verify this information with the owners of subject property and notify Title if this information is incorrect.*

*PLEASE NOTE: THIS COMMITMENT IS BEING ISSUED AS TITLE ONLY (NO ESCROW SERVICES ARE BEING PROVIDED). IF THIS COMMITMENT DOES NOT PROPERLY REFLECT YOUR ANTICIPATED TRANSACTION, PLEASE ADVISE THE TITLE OFFICER AS SOON AS POSSIBLE (CONTACT INFORMATION LOCATED ON THE TRANSMITTAL PAGE) TO MAKE THE APPROPRIATE REVISION(S).*

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the

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Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

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## DISCLOSURES

File No.: 87815ECS

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

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Note: Colorado Division of Insurance Regulations 8-2-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Title Company Name conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

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Note: Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled Mechanics and Materialmen's Liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

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To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- a. That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.**

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**Notice of Availability of a Closing Protection Letter:** Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

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NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

File No.: 87815ECS

CO Commitment Disclosure

## STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For nonaffiliates to market to you.</b> Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate.

### Sharing practices

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"><li>• request insurance-related services</li><li>• provide such information to us</li></ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

### Contact Us

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE  
Issued by



STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the Commitment upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

A handwritten signature in dark ink, appearing to read "Stewart Morris Jr.", written over a horizontal line.

Chairman of the Board

The logo for Stewart Title Guaranty Company, featuring the word "stewart" in a bold, lowercase, sans-serif font, with a registered trademark symbol (®) to its upper right. Below "stewart" is the phrase "title guaranty company" in a smaller, lowercase, sans-serif font. A stylized graphic element, consisting of a horizontal line with a vertical line extending upwards from its left end, is positioned to the left of the word "stewart".

A handwritten signature in dark ink, appearing to read "Malcolm S. Morris", written over a horizontal line.

President

Countersigned:

\_\_\_\_\_  
Authorized Countersignature

**Empire Title of Colorado Springs, LLC** (Company)  
5755 Mark Dabling Blvd., Suite 110  
Colorado Springs, CO



## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at<<http://www.alta.org/>>.*



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

## DISCLOSURES

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Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- (A) THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- (B) A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- (C) INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

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Note: Colorado Division of Insurance Regulations 3-5-1, Paragraph C of Article VII requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Empire Title of Colorado Springs, LLC conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

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Note: Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled Mechanic's and Materialmen's Liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

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To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- (a) That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (b) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.**

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NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

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Reasons we can share your personal information	Do we share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
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<b>How do the Stewart Title Companies collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"><li>• request insurance-related services</li><li>• provide such information to us</li></ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

### Contact Us

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# **Empire Title of Colorado Springs, LLC**

## **PRIVACY POLICY NOTICE**

### **Our Commitment To You**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. We have, therefore, adopted this Privacy Policy to govern the use and handling of your personal information.

### **Our Privacy Policies and Practices**

#### **Information we collect and sources from which we collect it:**

Depending upon the services you are utilizing, we may collect nonpublic personal information about you from the following sources:

- Information we receive from you or your representatives on applications or other forms.
- Information you or your representatives provide to us, whether in writing, in person, by telephone, electronically, or by any other means.
- Information about your transactions that we secure from our files or from our affiliates or others.
- Information that we receive from others involved in your transaction, such as the real estate agent, lender, or credit bureau.
- Information obtained through our web site, as outlined below.

#### **Use of information:**

- We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party.
- We will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law.
- In the course of our general business practices, we may share and reserve the right to share the information we collect, as described above, about you or others as permitted by law.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

#### **Security and Confidentiality of Your Information:**

Safekeeping of your non-public personal information is a high priority. We maintain physical safeguards, such as secure areas in buildings; electronic safeguards, such as passwords and encryption; and procedural safeguards, such as customer authentication procedures. We restrict access to nonpublic personal information about you to those who need to know that information in order to provide products or services to you. We carefully select and monitor outside service providers who have access to customer information, and we require them to keep it safe and secure. We do not allow them to use or share the information for any purpose other than to perform the service for which they are engaged. We train our employees with respect to security procedures and monitor compliance therewith. We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

#### **Information Obtained Through Our Web Site**

We are sensitive to privacy issues on the Internet and believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit our web site on the World Wide Web without telling us who you are or revealing any information about yourself. Our web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed, and similar information. We use this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and e-mail address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order, or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### **Cookies**

Our web site may use “cookies” to improve the level of service to visitors. Cookies are lines of text that are transmitted to a web browser and stored on the visitor’s hard drive. When the visitor returns to the web site the cookie is transmitted back. Cookies provide a way for a server to recall a previous request or registration, or to keep track of a transaction as it progresses, thereby eliminating the need to repeat the information previously provided. A cookie can only be accessed from the web site that placed it on the visitor’s system. The cookies used by us do not collect personal identification information and we do not combine information collected through cookies with other personal information to determine a visitor’s identity or e-mail address. Cookies are commonly used on web sites today and should not harm any system upon which they are transmitted. Browsers can be configured to notify visitors when cookies are about to be received and provide visitors with the option of refusing cookies.



5755 Mark Dabbling Blvd., Ste 110, Colorado Springs, CO 80919  
Phone: 719-884-5300 Fax: 719-884-5304

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## UNDERSTANDING YOUR TITLE COMMITMENT

### SCHEDULE A:

No. 1: Effective date: This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

No. 2A: Owner's Policy Proposed Insured: This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

No. 2B: Loan Policy Proposed Insured: This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

No. 3: The estate or interest in the land...: This shows the type of ownership that is going to be insured.

No. 4: The Title is, at the Commitment Date...: This shows the name(s) of the current owner(s).

No. 5: The land referred to in the Commitment...: This is the 'legal' property description for the real estate you are buying or selling.

### SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

### SCHEDULE B-SECTION 2:

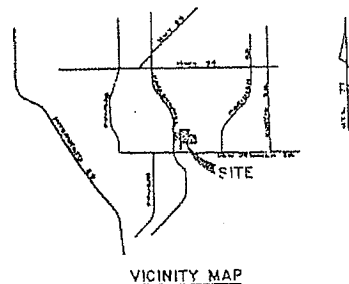
These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.

A SUBDIVISION OF A PORTION OF SECTION 3,  
T15S, R 65W IN EL PASO COUNTY, COLORADO

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN SIX YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON. (13-80-127.3)

MORNING SUN I

A SUBDIVISION OF A PORTION OF SECTION 3,  
T15S, R65W IN EL PASO COUNTY, COLORADO



ASSOCIATES BEING THE OWNERS OF THE FOLLOWING TRACT

4 P.M., EL PASO COUNTY, COLORADO. MORE

21.55"W (SAID BEARS S 89.13.55"W) ALONG THE NORTH  
 IS ASSUMED TO BEAR S 89.13.55"W) ALONG THE NORTH  
 TO THE POINT OF BEGINNING; THENCE S 00°00'  
 00"E, 100.00 FEET; THENCE S 00°00'00"W, 160.00  
 1 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE TO  
 LE OF 03°35'48", A RADIUS OF 437.73 FEET FOR AN  
 "E S 00°00'00"W, 100.00 FEET; THENCE N 00°00'  
 2 OF A CURVE CONCAVE TO THE WEST, LONG CHORD  
 142.46 FEET FOR AN ARC DISTANCE OF 102.36 FEET;  
 CONCAVE TO THE WEST WHOSE LONG CHORD BEARS S 12°  
 FEET FOR AN ARC DISTANCE OF 251.30 FEET TO THE  
 ORDERED IN PLAT BOOK A-4 AT PAGE 13 OF THE RECORDS  
 MORADO CENTRE RESIDENTIAL PLACING 10.36 ACRES  
 44 CHORD BEARS N 10°10'00"E, THROUGH CENTRAL  
 261.25 FEET; THENCE N 00°00'00"E, 391.69 FEET;  
 4 BEARS N 70°06'28"W, THROUGH A CENTRAL ANGLE OF  
 121; THENCE N 49°41'21"E, 40.00 FEET; THENCE N 00°  
 OF BEGINNING, CONTAINING 32.946 ACRES, MORE OR

NOTES:

1. THE DEPARTMENT OF TRANSPORTATION MUST BE CONTACTED PRIOR TO THE ESTABLISHMENT OF ANY DRIVEWAY.
2. THE FOLLOWING REPORTS HAVE BEEN SUBMITTED AND ARE ON FILE AT THE COUNTY LAND USE DEPARTMENT: SOILS AND GEOLOGICAL STUDY; WATER AVAILABILITY STUDY; DRAINAGE REPORT; WILDFIRE HAZARD REPORT; NATURAL FEATURES REPORT; EROSION CONTROL REPORT.
3. WATER SERVICE IS SUPPLIED BY THE COLORADO CENTRE METROPOLITAN SERVICE DISTRICT.
4. SANITARY SEWER SERVICE IS SUPPLIED BY THE COLORADO CENTRE METROPOLITAN SERVICE DISTRICT.

5. UNLESS OTHERWISE INDICATED, SIDE LOT LINES ARE HEREBY PLATTED WITH A 5 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT. ALL REAR AND EXTERIOR SUBDIVISION BOUNDARIES SHALL HAVE A 7 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT. THE SOLE RESPONSIBILITY FOR MAINTENANCE OF THESE EASEMENTS IS HEREBY VESTED WITH THE INDIVIDUAL PROPERTY OWNERS.

6. ALL STRUCTURAL FOUNDATIONS SHALL BE LOCATED AND DESIGNED BY A PROFESSIONAL ENGINEER, CURRENTLY REGISTERED IN THE STATE OF COLORADO.

7. THERE IS HEREBY RESERVED FOR THE USE AND BENEFIT OF THE PUBLIC, THE RIGHT TO OVERFLY THE PROPERTY DEPICTED IN THE PLAT INCLUDING THE RIGHTS INCIDENT TO FLIGHT SUCH AS SOUND, VIBRATION AND FUMES.

c. BASIS OF BEARING: ALL BEARINGS ARE RELATIVE TO THE NORTH LINE OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 4TH P.M. EL PASO COUNTY, COLORADO, WHICH IS ASSUMED TO BEAR S 89°53'55"W.

ALL CORNERS SET WITH NO. 4 REBAR WITH SURVEYOR'S CAP L.S. 11624 UNLESS OTHERWISE SHOWN.

10. NO OBSTRUCTIONS BE ALLOWED TO PENETRATE THE HORIZONTAL SURFACE OF ELEVATION 6,333 FEET.

11. ALL EXTERIOR LIGHTING PLANS BE APPROVED BY THE DIRECTOR OF AVIATION TO PREVENT A HAZARD TO AIRCRAFT.

12. NO DIRECT ACCESS SHALL BE PERMITTED TO ANY LOT FROM HORIZONVIEW DRIVE.

LOTS, TRACTS, STREETS AND EASEMENTS AS SHOWN ON THE  
AID TRACT SO PLATTED SHALL BE KNOWN AS "MORNING  
BY DEDICATED TO PUBLIC USE. THE AFOREMENTIONED  
THEIR OWN EXPENSE GRADE AND PAVE ALL PLATTED STREETS  
THE BOARD OF COUNTY COMMISSIONERS OF SAID EL PASO  
D SHALL BECOME MATTERS OF MAINTENANCE BY SAID EL

FORMATION AND L-P ASSOCIATES HAS EXECUTED THIS INSTRUMENT THIS

FOOTHILLS DEVELOPMENT CORPORATION  
AND L-P ASSOCIATES.

LEON K. BROCKFIN, PRESIDENT

MAKES TORRES, ASST. SEC.

APPROVED BY THE EL PASO COUNTY CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS, THIS 19<sup>th</sup> DAY OF JUNE, 1986, A.D.

APPROVED BY THE EL PASO COUNTY LAND USE ADMINISTRATOR, THIS 15<sup>th</sup> DAY OF August, 1986, A.D.

LAND USE ADMINISTRATOR

**CERTIFICATION:**

THE UNDERSIGNED REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO DOES HEREBY STATE AND DECLARE THAT THE ACCOMPANYING PLAN HAS BEEN PREPARED IN ACCORDANCE WITH TITLE 38 OF THE COLORADO REVISED STATUTES, AS AMENDED, AND THAT SAID PLAN DOES ACCURATELY SHOW THE DESCRIBED TRACT OF LAND AND THE SUBDIVISION THEREOF TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

DAVID R. FRISCH, P.L.S. 22095

STATE OF COLORADO:  
COUNTY OF EL PASO:

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT 1:30 O'CLOCK 0 P.M., THIS 15th DAY OF AUGUST, 1986, A.D., AND IS DULY RECORDED IN PLAT BOOK A-4 AT PAGE 179 OF THE

RECEPTION NO.: #143 1534

FEE: \$ 20.00

ARDIS W. SCHMITT, RECORDER

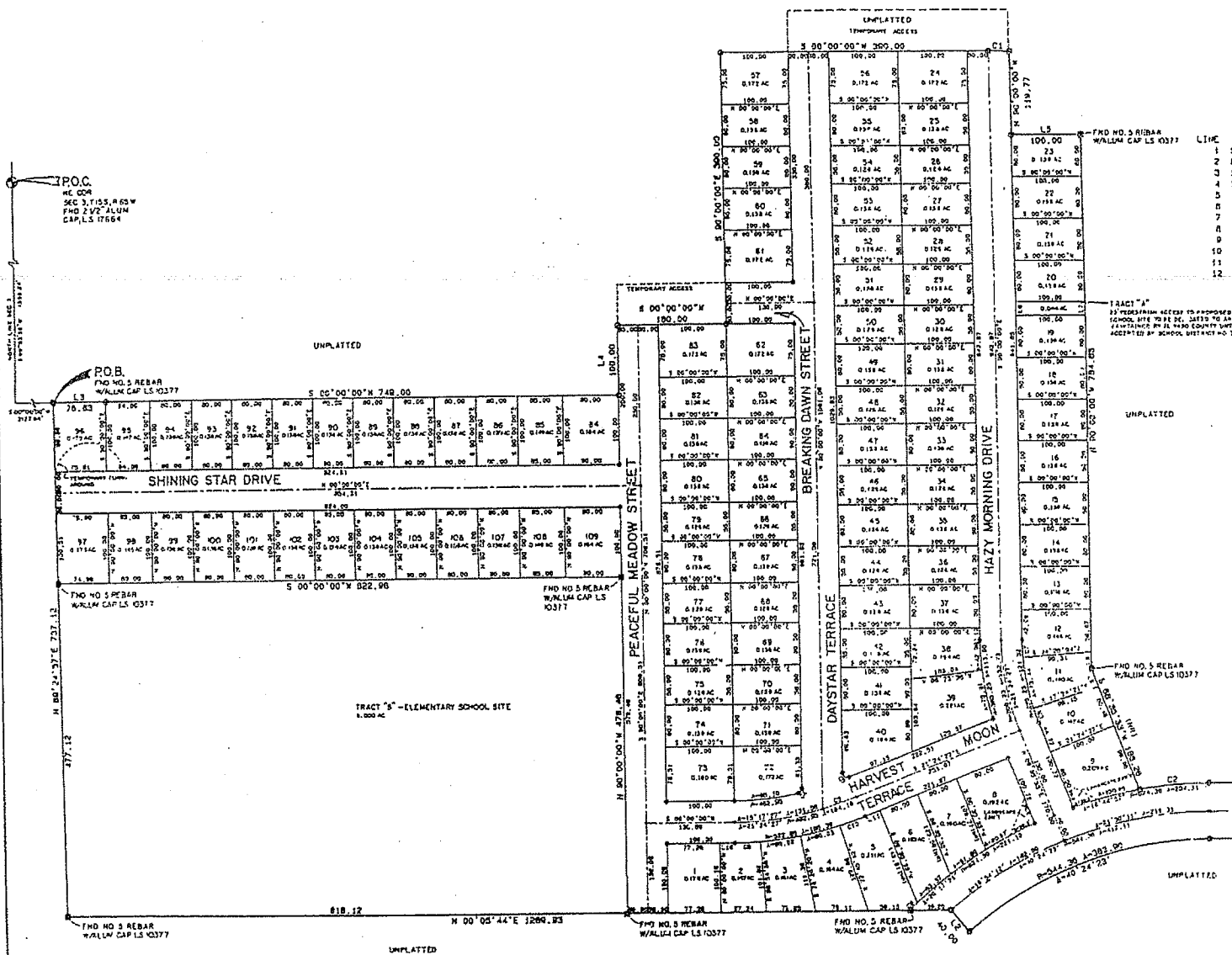
BY: James G. Lee

11 DAY OF MAY, 1986, A.D. BY  
RES. ASST. SEC., FOOTHILLS DEVELOPMENT CORPORATION

FTH M. San Souv

DAY OF May, 1986, A.D. BY

X-P ASSOCIATES.  
*[Signature]*  
 NOTARY PUBLIC



{NR} = NON RADIAL



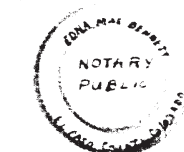


STATE OF COLORADO )  
COUNTY OF EL PASO ) ss

Subscribed and sworn to and acknowledged before me January 31, 1944 by Frank Ellis Brown and William F. Earle.

My commission expires Feb 8, 1947

Edna Mae Bennett  
Notary Public.



STATE OF COLORADO )  
COUNTY OF EL PASO ) ss

Subscribed and sworn to and acknowledged before me January 31, 1944, by H. W. Eckert and W. T. Middleton.

My commission expires Feb 8, 1947

Edna Mae Bennett  
Notary Public



----- X X X X X -----

No. 695271

CERTIFICATE OF ADDITION OF LANDS TO THE  
FOUNTAIN VALLEY SOIL CONSERVATION DISTRICT

Certificate of Addition  
of Lands

The Board of Supervisors of the Fountain Valley

Fountain Valley Soil Conser-  
vation District

Soil Conservation District do hereby certify that, in accordance with the provisions of Section 15 (a) of House Bill No. 545 of the Thirty-Third Colorado General Assembly, the following described lands, all situated within the County of El Paso, Colorado, have been

Filed for Record 1:51 P. M.

February 15, 1944

Charles Ozias, Recorder

added to and made a part of said Fountain Valley Soil Conservation District.

Dated this 29th day of January A. D., 1944.

By George T. Sinton  
President

ATTEST:

D. C. Colbert  
Secretary

(SEAL)

J. A. Coniff, Sr.

M. R. #2, Box 163, Colo. Springs, Colo.

Equity in S $\frac{1}{2}$  Sec. 36, Twp 14, Rng 66

Acres - 320

James N. McCullough

Monument, Colorado  
(109 S. Cascade, Colo. Springs)

E $\frac{1}{2}$	Sec. 32, Twp 11, Rng 67	Acres - 320
SW $\frac{1}{4}$ except road	Sec. 33	Acres - 160
NW $\frac{1}{4}$ except road	Sec. 33	Acres - 40
Lots 1 to 4 inclusive (NW $\frac{1}{4}$ ), SW $\frac{1}{4}$ , NW $\frac{1}{4}$	Sec. 4, Twp 12, Rng 67	Acres - 243.02
Lots 1 to 3 inclusive (NW $\frac{1}{4}$ ), SE $\frac{1}{4}$ , SE $\frac{1}{4}$	Sec. 5	Acres - 243.57

Lyman H. Ryan and Iva Mae Ryan

Fountain, Colorado

The NE $\frac{1}{4}$  of NE $\frac{1}{4}$  and the W $\frac{1}{2}$  acres of the SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Sec. 30, Twp. 15S, R 65 of the 6th PM, except right of way conveyed at No. 27 of Abstract, and except right of way for the Wilson Bros. and Sharp Seepage Ditch. Title to this property is hereby declared to pass not in tenancy in common but to joint tenancy.

Together with all ditches and rights of way, etc. (Farm Warranty) and especially the existing irrigation reservoir now located on said land.

Joe Cuchar

Route 1, Colorado Springs, Colorado

SW $\frac{1}{4}$ Sec. 2, Twp. 15, R 65	Acres - 40
W $\frac{1}{2}$ Sec. 2 (NW $\frac{1}{4}$ , SW $\frac{1}{4}$ ) Sec. 3, Twp. 15, T 65	Acres - 79.02
S $\frac{1}{2}$ Sec. 3 except railway and road R/W Sec. 3, Twp. 15, R 65	Acres - 157 M/L
SE $\frac{1}{4}$ Sec. 4, Twp. 15, R 65	Acres - 160
E $\frac{1}{2}$ Sec. 1 (NE $\frac{1}{4}$ , SE $\frac{1}{4}$ ) except 30 feet for road Sec. 4, Twp. 15, R 65	Acres - 78.92
E $\frac{1}{2}$ Sec. 9, Twp. 15, R 65	Acres - 320
All except road and railway R/W Sec. 10, T 15, R 65	Acres - 627 M/L
NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ Sec. 11, Twp. 15, R 65	Acres - 280 M/L
SW $\frac{1}{4}$ Sec. 12, Twp. 15, R 65	Acres - 40
NW $\frac{1}{4}$ Sec. 13, Twp. 15, R 65	Acres - 160
NE $\frac{1}{4}$ Sec. 14, Twp. 15, R 65	Acres - 320
NE $\frac{1}{4}$ except railway Sec. 15, Twp. 15, R 65	Acres - 314 M/L

- - - - X X X X - - - -

No. 693634

CERTIFICATE OF ADDITION OF LANDS TO THE  
FOUNTAIN VALLEY SOIL CONSERVATION  
DISTRICT

Certificate of  
Addition of Lands

Fountain Valley Soil Conser-  
vation District

The Board of Supervisors of the Fountain Valley Soil

Conservation District do hereby certify that, in accordance

Filed for Record 9:14 A. M.

with the provisions of Section 15 (a) of House Bill No. 545

February 24, 1944

of the Thirty-Third Colorado General Assembly, the following

Charles Ozias, Recorder

described lands, all situated within the County of El Paso,

Colorado, have been added to and made a part of said Fountain Valley Soil Conservation District:

(See attached sheet)

Dated this 12th day of February, A. D. 1944

THE FOUNTAIN VALLEY SOIL CONSERVATION  
DISTRICT

By: George T. Sinton  
President

Attest:

D. C. Colborn  
Secretary

(SEAL)

Raymond Nichols and Mabel Nichols Mtr. Rte. #3, Austin Bluffs,  
Old Garden Ranch, Colorado  
Springs, Colorado

01309369  
01309369

1985 OCT -9 PM 12: 17

BOOK 5072 PAGE 1395

ARDIS W. SCHMITT  
El Paso County Clerk & Recorder

RESERVATION OF GROUNDWATER RIGHTS

1200  
This Reservation of Groundwater Rights, dated as of July 1, 1985, is executed by L-P Associates, a Colorado general partnership ("Associates"), with offices at Suite 680, Century Bank Plaza, 3300 East First Avenue, Denver, Colorado 80206.

A. Associates is the owner of the real property described on Exhibit A attached hereto located in El Paso County, Colorado (the "Land").

B. Groundwater from the Dawson, Denver, Arapahoe, Laramie-Fox Hills and/or Dakota aquifers may underlie all or part of the Land.

C. CRS 37-90-137 provides that under some circumstances the overlying landowner's consent to the withdrawal and use of such groundwater by certain municipal or quasi-municipal water suppliers might be presumed. CRS 37-90-137(8) provides that no such consent will be deemed to have been given if the withdrawal and use of such groundwater has been reserved by the overlying landowner.

D. Associates desires to reserve the right to withdraw and use such groundwater to itself and its successors and assigns and to preclude the possibility that consent to withdraw and use such groundwater will be deemed to have been given to any municipal or quasi-municipal water suppliers.

Accordingly, Associates hereby reserves to itself and to its successors and assigns, all groundwater from the Dawson, Denver, Arapahoe, Laramie-Fox Hills and/or Dakota aquifers which may underlie all or any part of the Land, and expressly objects to the withdrawal or use of any such water by any municipal or quasi-municipal water supplier without Associates' express written consent or the express written consent of Associates' successors or assigns.

Executed this 29th day of August, 1985, and effective as of July 1, 1985.

L-P Associates, a Colorado  
general partnership

By   
General Partner

STATE OF COLORADO )  
COUNTY OF Denver ) ss.

The foregoing document was subscribed and sworn to  
before me this 29th day of August, 1985 by  
Leon Brogan as a General Partner of L-P  
Associates.

Witness my hand and official seal.

My commission expires: 8/4/88

Licki Wilcox  
Notary Public



## EXHIBIT A

(Attached to and made a part of Reservation of Groundwater Rights, dated as of July 1, 1985 by L-P Associates, a Colorado general partnership)

A tract of land situated in Sections 2,3,4,9,10,11,12,13, 14,15, all in T15S, R65W of the 6th P.M., County of El Paso, State of Colorado being more particularly described as follows:

Beginning at the southeast corner of Section 9; thence N89°40'52"W, 2642.48 feet to the south  $\frac{1}{4}$  corner of Section 9; thence N01°01'27", 5252.52 feet to the north  $\frac{1}{4}$  corner of Section 9; thence N01°07'35"E, 2681.33 feet to the center of Section 4; thence S89°07'27"E, 1337.93 feet to the southwest corner of the east  $\frac{1}{2}$  of the northeast  $\frac{1}{4}$  of Section 4; thence N00°36'40"E, 2660.77 feet to the northwest corner of the east  $\frac{1}{2}$  of the northeast  $\frac{1}{4}$  of Section 4; thence S89°14'03"E, 1314.00 feet to the northeast corner of Section 4; thence S89°20'57"E along the north line of Section 3, 1299.47 feet to a point on the westerly line of 60.00 foot right-of-way; thence S00°51'41"W along said westerly right-of-way line 3977.50 feet; thence S17°53'29"E along said westerly right-of-way line 32.76 feet to a point on the north line of the south  $\frac{1}{2}$  of the southwest  $\frac{1}{4}$  of Section 3; thence S89°49'06"E along said north line 3946.22 feet to the northeast corner of the south  $\frac{1}{2}$  of the southeast  $\frac{1}{4}$  of Section 3; thence S89°00'16"E, 2668.45 feet to the northeast corner of the south  $\frac{1}{2}$  of the southwest  $\frac{1}{4}$  of Section 2; thence S00°56'48"W, 1319.18 feet to the south  $\frac{1}{4}$  corner of Section 2; thence S01°11'21"W, 2642.30 feet to the center of Section 11; thence S89°07'30"E, 2666.14 feet to the east  $\frac{1}{4}$  corner of Section 11; thence S89°21'28"E, 1323.86 feet to the northeast corner of the west  $\frac{1}{2}$  of the southwest  $\frac{1}{4}$  of Section 12; thence S01°14'16"W, 2644.77 feet to the southeast corner of the west  $\frac{1}{2}$  of the southwest  $\frac{1}{4}$  of Section 12; thence S89°08'46"E, 1323.81 feet to the north  $\frac{1}{4}$  corner of Section 13; thence S00°59'08"W, 2634.57 feet to the center of Section 13; thence N89°12'49"W, 2654.59 feet to the west  $\frac{1}{4}$  corner of Section 13; thence N89°02'49"W, 5301.18 feet to the west  $\frac{1}{4}$  corner of Section 14; thence N89°17'37"W, 5267.86 feet to the west  $\frac{1}{4}$  corner of Section 15; thence N00°51'57"E, 2637.17 feet to the true point of beginning, said tract of land contains 2920.6037 acres, more or less.

A tract of land located in the South  $\frac{1}{2}$  of Section 35, Township 14 South, Range 65 West of the 6th P.M., Sections 2 & 3, Township 15 South, Range 65 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows:



Beginning at the Northwest corner of said Section 2; Thence N89°59'02"E along the North line thereof, 1334.57 feet to the Southeast corner of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 35; Thence N00°51'27"E, 2641.09 feet to the Northeast corner of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 35; Thence N89°55'33"E, 1329.78 feet to the Centerline of said Section 35; Thence N89°55'33"E, 2659.44 feet to the East  $\frac{1}{4}$  Corner of said Section 35; Thence S00°32'50"W along the East line thereof, 2644.87 feet to the Corner common to said Sections 35, 36 & 2; Thence S89°58'55"W, 2668.94 feet to the  $\frac{1}{4}$  Corner common to said Sections 35 & 2; Thence S89°59'02"W along the North line of said Section 2, 738.00 feet; Thence S04°31'06"E, 176.10 feet; Thence S37°08'47"W, 1605.00 feet; Thence S06°24'47"W, 2540.00 feet to a point on the South line of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 2; Thence N89°46'13"W, 704.00 feet to the Southeast Corner of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 3;

Thence S89°24'57"W, 3821.74 feet to a point on the Easterly Right of Way of existing Marksheffel Road; Thence N00°05'44"E along said Easterly Right of Way, 4007.54 feet to a point on the Northerly line of said Section 3; Thence N89°53'06"E along said Northerly line, 517.16 feet; Thence S00°05'44"W and parallel with said Easterly Right of Way, 2143.97 feet; Thence N89°24'57"E, 1958.02 feet; Thence N00°00'00"E, 1837.18 feet; Thence N58°00'07"W, 386.30 feet; Thence N00°00'00"E, 85.18 feet to a point on the North line of said Section 3; Thence N89°53'55"E along the North line of said Section 3, 1682.85 feet to the Point of Beginning; and

The Southwest  $\frac{1}{4}$  of Section 15 and the East  $\frac{1}{2}$  of Section 16, Township 15 South, Range 65 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows: Beginning at the Southwest Corner of said Section 15; Thence N89°57'45"E along the South line thereof, 2632.27 feet to the South  $\frac{1}{4}$  Corner of said Section 15; Thence N00°08'01"E, 2635.63 feet to the Northeast Corner of the Southwest  $\frac{1}{4}$  thereof; Thence S89°56'20"W along the North line of said Southwest  $\frac{1}{4}$  2633.81 feet to the  $\frac{1}{4}$  Corner common to said Sections 15 and 16; Thence N00°06'00"E, 2637 feet to the Northeast Corner of said Section 16; Thence S89°33'11"W, 2642.48 feet to the North  $\frac{1}{4}$  Corner of said Section 16; Thence S00°07'43"W, 5261.23 feet to the South  $\frac{1}{4}$  Corner of Said Section 16; Thence N89°46'49"E, along the South line thereof, 2645.04 feet to the Point of Beginning.

WARRANTY DEED

FOOTHILLS DEVELOPMENT CORPORATION, a Colorado corporation,  
whose address is 3300 East First Avenue, Suite 680, Denver,  
Colorado 80206, in the City and County of Denver and State of  
Colorado, for the consideration of TEN DOLLARS (\$10.00) in hand  
paid, hereby sells and conveys to KEITH DEVELOPMENT, INC., a  
Colorado corporation, whose address is 5040 Corporate Plaza  
Drive, Suite B, Colorado Springs, Colorado 80919, in the County  
of El Paso and State of Colorado, the following real property in  
the County of El Paso and State of Colorado to wit:

See Exhibit A attached hereto,

with all its appurtenances, and warrants the title to the same,  
subject to the matters indicated on Exhibit B attached hereto, to  
the Protective Covenants attached hereto as Exhibit C, and to the  
Construction Covenants attached hereto as Exhibit D.

Signed this 19<sup>th</sup> day of November, 1985.

STATE DOCUMENTARY.

NOV 20 1985

FEE \$ 103.69

FOOTHILLS DEVELOPMENT CORPORATION,  
a Colorado corporation

By Leon M. Bronfin, President  
Leon M. Bronfin, President

STATE OF COLORADO )  
COUNTY OF EL PASO ) ss.

The foregoing Warranty Deed was acknowledged before me  
this 19<sup>th</sup> day of November, 1985, by Leon M. Bronfin as President  
of Foothills Development Corporation, a Colorado corporation.

Witness my hand and official seal.

My Commission Expires Dec. 16, 1987

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

Aurie R. Andrews  
Notary Public





A Tract of land located in Section 3, Township 15 South, Range 65 West of the Sixth Principal Meridian, County of El Paso, State of Colorado, being more particularly described as follows:

Basis of Bearings: North line of the Northeast Quarter of Section 3, Township 15 South, Range 65 West being considered N89°53'55"E.

Commencing at the Northeast corner of said Section 3; thence S35°32'24"W a distance of 1941.76 feet to the point of beginning.

Thence S22°40'38"E a distance of 313.21 feet; thence S34°16'47"E a distance of 233.80 feet; thence S62°33'26"E a distance of 98.30 feet; thence S76°01'10"E a distance of 233.73 feet; thence S43°14'07"E a distance of 179.31 feet; thence S9°29'53"E a distance of 311.63 feet; thence S35°29'36"E a distance of 144.29 feet; thence S62°06'13"E a distance of 133.06 feet; thence S36°49'53"E a distance of 214.33 feet; thence S14°54'51"W a distance of 89.01 feet; thence S37°01'25"W a distance of 111.79 feet; thence S50°28'58"W a distance of 224.70 feet; thence S35°18'15"W a distance of 127.05 feet; thence S17°05'43"W a distance of 147.56 feet; thence S07°29'57"W a distance of 133.00 feet; thence S12°40'27"W a distance of 1099.22 feet; thence N77°19'33"W a distance of 520.00 feet; thence N12°40'27"E a distance of 995.00 feet; thence N90°00'00"W a distance of 764.65 feet; thence S68°35'33"W a distance of 227.22 feet to a point on curve on the centerline of the proposed right of way for Horizonview Drive; thence along said center line and along a curve left whose center bears S81°26'47"W, having a delta of 31°45'26", a radius of 584.36 feet, a distance of 323.89 feet measured along the arc; thence N00°05'44"E a distance of 471.81 feet; thence N90°00'00"E a distance of 478.46 feet; thence N00°00'00"E a distance of 822.98 feet; thence N89°24'57"E a distance of 260.00 feet; thence N00°00'00"E a distance of 550.00 feet; thence N90°00'00"E a distance of 226.55 feet to the point of beginning.

Exhibit B

1. Real property taxes for the year 1985, due and payable in 1986, and subsequent years.
2. Reservation in Deed recorded in Book 791 at Page 151, records of El Paso County, Colorado, of an undivided one-half interest in and to all minerals, ores, and metals of every kind and character and to all coal, asphaltum, oil and other substances in or under said lands, together with the right of surface entry.
3. Reservation in Deed recorded in Book 1033 at Page 120, records of El Paso County, Colorado, as follows: an undivided one-half interest in and to all oil, gas and other minerals upon or under paid lands.
4. Lien and Assessment rights of the Colorado Centre Metropolitan District.
5. The property conveyed by this deed does not include any water rights, ditch rights, well rights or reservoir rights which have been or are currently used in connection with the property, or any rights or interests in or to all groundwater (including, but not limited to, groundwater within the Dawson, Denver, Arapahoe, and Laramie-Fox Hills Formations) underlying the property, all such water rights and interests being expressly reserved by Foothills Development Corporation ("Foothills"). Grantee, by acceptance of this deed:

(1) consents in perpetuity on behalf of itself, its successors and assigns to Foothill's withdrawal, appropriation, and use of all groundwater (including, but not limited to, groundwater within the Dawson, Denver, Arapahoe, and Laramie-Fox Hills Formation) underlying the property;

(2) agrees to cooperate as necessary in order for Foothills to obtain a final determination of Foothill's right to withdraw, appropriate, and use such groundwater;

(3) agrees to execute any supplemental consents thereto that may be reasonably requested by Foothills; and

(4) agrees to convey and/or assign to Foothills by appropriate instrument(s) such groundwater subsequent to a final determination of the amount of such groundwater.

No well withdrawing groundwater will be constructed on the property without the additional consent of the Grantee, its successors and assigns; however, wells that withdraw groundwater beneath the property may be freely constructed by Foothills off the property without such additional consents. The above provisions shall constitute a covenant running with the property and the Colorado Centre development, and each and every one of the benefits and burdens of this provision shall inure to and be binding upon the respective successors and assigns of Grantee and Foothills.

## Exhibit C

PROTECTIVE COVENANTSI. Introduction

Foothills Development Corporation ("Foothills") owns substantial real estate adjacent to, and in the vicinity of, the land being conveyed by this deed to which these Covenants are attached and made a part of, which land Foothills anticipates developing as part of its Colorado Centre development (hereafter such land owned by Foothills is referred to as "Colorado Centre"). It is essential to Colorado Centre that the land being conveyed by this deed (the "Property") be developed and maintained in a manner consistent with the overall Colorado Centre development. Consequently, the following Covenants are hereby placed on the Property:

II. Applicability

These Covenants apply to all of the Property and to any individual or entity having any interest in the Property after the date of this deed.

III. Use of Property

The Property shall be used only for single family residential uses permitted without waiver or variance, under R-2 zoning, as defined by the zoning ordinances of El Paso County, Colorado. The density of the Property shall not exceed 5.5 dwelling units per gross acre.

IV. Underground Utilities

All telephone and power lines and lines for transmission of electronic signals installed upon the Property after the date of this deed shall be underground, except for power substations and switching stations which shall be adequately screened from view, and except for customary surface devices for access or control.

V. Architectural Control

5.1 Preliminary Documents. No subdivision plat or replat of all or any portion of the Property may be submitted to

governmental authorities or placed of record unless such plat has been approved in writing by Foothills prior to such submission or recording, and no development plan or sketch plan (as those terms are defined in the zoning ordinances of El Paso County, Colorado) may be submitted to governmental authorities for approval without the prior written approval of Foothills.

5.2 Construction Documents. Before any building permit is obtained or any work is commenced on any structure or grading on the Property which affects the existing vegetation or exterior appearances of the Property, or improvements constructed or to be constructed on it, or the location and capacity of on-site or off-site utility services (an "Improvement"), there shall be delivered to Foothills final plans and specifications for the proposed Improvement, including elevations, site plans, grading and drainage plans, landscaping plans, outline specifications, samples of exterior materials and exterior colors, proposed signing, site lighting and construction schedules, all of which must be approved by Foothills prior to issuance of the building permit and commencement of construction of the Improvement.

5.3 Common Use Documents. Buyer will prepare residential protective covenants for the Property, qualifying for VA and FHA approval (the "Final Covenants"). Prior to their being recorded, the Final Covenants will be submitted to Foothills for its review and approval. Foothills will approve the Final Covenants if it reasonably determines:

- (a) adequate provisions are made to assure first-class maintenance of the Property and all Improvements thereon;
- (b) the architectural integrity of existing and future Improvements on the Property will be maintained;
- (c) the use and density restrictions contained in these Covenants will also apply to the Final Covenants;

(d) the Final Covenants are approved by FHA and VA;

(e) for the period of developer control permitted by FHA and VA, Foothills will also have the right to enforce the Final Covenants, and no amendments affecting use, density or maintenance requirements may be made without Foothills' consent

(f) the Final Covenants require at least:

(i) a two-car garage for each dwelling unit;

(ii) front yard landscaping to be installed within a reasonable period after the dwelling unit is completed;

(iii) fencing between houses compatible in design to the overall Colorado Centre fencing theme to be installed between each dwelling unit prior to the dwelling unit being sold to the ultimate user; and

(g) adequate provisions for and compliance with metropolitan district rules and regulations reasonably equivalent to those contained in these Covenants are included.

Upon Foothills' approval of the Final Covenants and their being recorded, Foothills will then promptly release these Protective Covenants.

5.4 Changes. No substantial change in any plat, development plan, plans and specifications or document required to be approved by Foothills in sections 5.1, 5.2 and 5.3 above shall be made unless the same shall be submitted to and approved by Foothills.

5.5 Name and Logos. Neither the name "Colorado Centre," any derivative thereof, nor the logos associated with such names may be used in any way in connection with the Property, any use, or any promotion of it, unless Foothills has given its prior written approval to such use.

5.6 Approval Procedures. Foothills is required by these Covenants to give its approval of various plats, plans, information, documents, writings and materials delivered to Foothills pursuant to this Article V. Foothills will not withhold its approval if it reasonably determines such items contemplate architecturally integrated and high quality Improvements consistent with the aesthetic and functional standards of Colorado Centre. If Foothills does not approve, it shall, within twenty days after submission, deliver notice stating its reasons for disapproval to the party desiring the approval, who may then deliver a resubmission so as to eliminate Foothills' objections. If Foothills fails to act on any submission or resubmission within this time, it shall be deemed to have approved. The time periods referred to above shall begin on the date Foothills receives any submission or resubmission.

#### VI. Maintenance of Improvements

6.1 Obligation to Maintain. All Improvements constructed on the Property shall be maintained, or caused to be maintained, by the owner thereof in first-class condition. Such maintenance shall include, but not necessarily be limited to, repairing any structural defects in Improvements, keeping the exteriors of any structures on the Property in first-class condition, including painting as required, maintaining all landscaping, walks, streets and parking facilities on the Property, keeping vehicular and pedestrian areas free from undue accumulations of snow and ice, keeping the Property free of trash and debris, and keeping all signs and lighting on the Property clean and functional. At all times, but particularly during construction, the owner of the Property shall control noxious weeds and fugitive dust in accordance with applicable governmental requirements, and shall keep adjacent streets and roads free from accumulations of mud, dirt and debris originating on the Property.

6.2 Foothills' Right to Maintain. If Foothills, in good faith, reasonably determines any portion of the Property and the Improvements located thereon are not being maintained in the manner specified in section 6.1 above, Foothills shall give the owner thereof, or the person occupying the portion of the Property involved, a written notice specifying the maintenance which Foothills determines is required under these Covenants. If the maintenance specified in such notice is not satisfactorily performed within thirty days after delivery of such notice, or within such longer time as may be reasonably required to perform such maintenance, Foothills shall thereafter have the right, but not the obligation, to perform such maintenance and shall have the right to enter any of the Property and perform any acts reasonably necessary to complete such maintenance. Foothills shall not be liable for any losses, costs or damages to any tenant or owner of the Property on account of its performance of such maintenance, except for any such loss, cost or damage caused by Foothills' gross negligence or willful misconduct. Foothills may delegate its maintenance rights hereunder to its agents and independent contractors.

6.3 Reimbursement and Lien. In the event Foothills elects to perform maintenance pursuant to section 6.2 above, Foothills will submit to the owner or the tenant of the Property upon which or for whose benefit such maintenance was performed, a written statement of the costs incurred by Foothills in performing the maintenance. These costs shall be paid to Foothills within twenty days after receipt of such notice. If Foothills' costs have not been paid after expiration of this twenty day period, Foothills may thereafter record a lien against the Property for all costs (including reasonable attorneys' fees) incurred by Foothills in performing the maintenance and in collecting such costs and foreclosing upon the lien, which lien shall be junior to all other liens or encumbrances of record with respect to the Property on the date this lien is recorded. This

lien may thereafter be foreclosed upon in the manner provided by Colorado law for foreclosing upon real estate mortgages. This lien shall provide that all sums expended by Foothills in foreclosing the lien and collecting the amounts due Foothills (including reasonable attorneys' fees) shall be additional indebtedness secured by the lien.

6.4 The District. The Property is subject to, and all use of it will comply with, all rules and regulations of the Colorado Centre Metropolitan District, and any successor metropolitan district.

#### VII. Remedies

Remedies at law may not adequately compensate Foothills for a violation of these Covenants, and therefore Foothills shall have the right to obtain from any court of competent jurisdiction injunctive relief against any owner or tenant of any of the Property, or any of their agents, contractors, or assigns, or enjoining any activity which is in violation of these Covenants. Foothills shall not be required to post any bond as a condition to the granting of any such injunctive relief (including a preliminary injunction or temporary restraining order), nor shall Foothills' right to such injunctive relief be affected by any arbitration provisions in contracts executed by such owner, tenant or their agents. The rights and remedies of Foothills set forth hereinabove shall be in addition to, and not in lieu of, any other rights and remedies Foothills may have in the event of a violation of these Covenants; all such rights and remedies shall be cumulative, and the exercise of any one or more of such rights and remedies shall not be deemed an election precluding the exercise of any of the others. All reasonable costs incurred in any dispute or litigation involving enforcement of these Covenants (including expert witness fees and attorneys' fees) shall be awarded as additional damages to the prevailing party, who shall also be entitled to all such additional costs incurred in enforcing or collecting any judgment rendered.



VIII. Land Benefited

These Covenants shall run with and burden the Property and are for the benefit of Foothills and all land owned by Foothills in Colorado Centre. These Covenants shall be enforceable only by Foothills and its specific assigns pursuant to Article XI below.

IX. Amendment

These Covenants may be amended at any time by any instrument referring to these Covenants executed by Foothills and the then current owners of at least fifty percent of the Property, which instrument is recorded with the El Paso County Clerk and Recorder. These Covenants may also be amended with respect to any portion of the Property by a written instrument executed by all owners of the portion of the Property affected and by Foothills, which instrument contains the legal description of the portion of the Property affected by the change. Amendments to these Covenants shall become effective upon their being recorded with the El Paso County Clerk and Recorder.

X. Term

These Covenants, and any amendments hereto, shall remain in effect until released by Foothills pursuant to section 5.3, and if not so released, shall remain in effect for a period of twenty-one years from the date of this deed and shall automatically be renewed for successive ten year periods unless, prior to the expiration of the initial term or any ten year extensions thereof, an instrument stating that extension is not desired, signed and acknowledged by at least fifty percent of the then owners of the Property, is filed of record with the El Paso County Clerk and Recorder.

XI. Successors and Assigns

Foothills may assign its rights and authority hereunder by an express written assignment referring to these Covenants, duly recorded. Any reference in these Covenants to Foothills shall also mean any successors of Foothills pursuant to such assignment.

## Exhibit D

CONSTRUCTION COVENANTSI. Introduction

Foothills Development Corporation ("Foothills") owns substantial real estate adjacent to, and in the vicinity of, the land being conveyed by this deed, which land Foothills anticipates developing as part of the Colorado Centre development (hereafter such land owned by Foothills is referred to as "Colorado Centre"). It is essential to the Colorado Centre that the land being conveyed by this deed (the "Property") be timely developed in a manner consistent with the overall Colorado Centre development. Consequently, the following Construction Covenants are hereby placed on the Property.

II. Applicability

These Construction Covenants apply to Keith Development, Inc. ("Buyer"), to all of the Property and to any individual or entity from time to time having any interest in the Property or any part of it after the date of this deed. These Construction Covenants supplement other covenants applicable to the Property (the "Protective Covenants"), which are also attached to this deed, the terms of which are also binding upon Buyer and subsequent owners, occupants or others with an interest in the Property.

III. Construction Requirements

On or before May 18, 1987, construction of lots shall have been completed on at least 100 lots. For purposes of these Covenants, construction of a lot shall be deemed to be completed at such time as the lot is finally platted, has all utilities stubbed-out to the lot line, and is ready for ultimate sale to a residential builder. All such construction shall be in accordance with building plans which have been approved by Foothills as required by the Protective Covenants. If construction of at least 100 lots is not completed in accordance with the requirements of this Article, then Foothills shall have

the right to repurchase all or any portion of the Property, together with all improvements located thereon. The repurchase shall be on terms provided for in Article V below.

#### IV. Unavoidable Delays

In the event the obligation to complete construction in accordance with the provisions of Article III shall be unavoidably delayed by fire, flood or other act of God; strikes or material shortages; war or national emergency; governmental impositions, including building permit moratoria and utility moratoria (but not including failure to obtain governmental approvals of development plans or plats which failure is the fault of Buyer); delays caused by actions or inaction of Foothills or the Colorado Centre Metropolitan District; or other similar cause beyond the reasonable control of the owner of the Property, then the period of time prescribed for performance of such obligations shall be extended for periods equivalent to the periods of such unavoidable delay, provided that within thirty days of the occurrence of such unavoidable delay, Foothills shall have received notice of the cause thereof, and that at the end of each such period of unavoidable delay Foothills shall have received notice of the period by which times for performance of such obligations are required to be extended.

#### V. Repurchase

Failure to comply with the provisions of Article III shall be an event of default under these Construction Covenants. Such default shall, in addition to any other remedy it may have, entitle Foothills to repurchase all or any portions of the Property from Buyer as follows:

5.1 Prior to Commencement of Construction. If construction has not been commenced on the Property, the "Repurchase Price" shall be \$15,000.00 times the acreage being repurchased.

5.2 After Construction has Commenced. If construction has commenced on the Property, the Repurchase Price shall be the

amount set forth in section 5.1 above, plus Buyer's "Direct Costs". "Direct Costs" are the actual direct costs of labor and materials incorporated into the improvements located on the Property, not including any compensation for in-house architects and engineers, and office or supervisory employees of Buyer, or Buyer's general overhead. Upon Foothills' delivery of a notice of default as provided in section 5.3 below, Buyer will, within sixty days after such notice of default, give Foothills an accounting of Direct Costs together with such documents as Foothills may request substantiating this accounting (such as bills, invoices, construction loan draw requests, copies of checks, etc.).

5.3 Notice of Default. If Foothills believes Buyer is in default of its obligations to commence or complete construction under Article III, it shall, within thirty days after it believes such default occurred, deliver to Buyer a notice stating the default (the "Notice of Default"), together with a request for an accounting of Buyer's Direct Costs, as specified in section 5.2 above. Failure of Foothills to timely give the Notice of Default shall automatically terminate Foothills' repurchase rights under this Article. If Buyer believes it is not in default, it shall, within fifteen days after receipt of the Notice of Default, deliver to Foothills a notice stating why it believes it is not in default, otherwise it shall be conclusively presumed that Buyer is in default as specified in the Notice of Default.

5.4 Notice of Exercise. If Foothills has delivered the Notice of Default required by section 5.3, and if Buyer is in default as specified in that notice, then Foothills shall have the right to reacquire all or any portion of the Property specified in the notice and the improvements located thereon by delivering to Buyer a notice stating Foothills intends to reacquire (this notice is called "Exercise"). If Foothills has not Exercised on or before:

(a) sixty days after the Notice of Default was delivered if the default occurred prior to commencement of construction; or

(b) sixty days after the accounting of Direct Costs (together with supporting documents) was delivered to Foothills pursuant to section 5.2 if the default occurred after commencement of construction; then Foothills' rights to reacquire contained in this Article shall automatically terminate.

5.5 Closing. Closing of the reacquisition shall be at a time and place selected by Foothills, but in no event later than thirty days after Exercise. At closing:

(a) Buyer shall deliver its general warranty deed transferring title to the portion of the Property involved (including all improvements and appurtenant easements, if any) to Foothills. This warranty deed shall be subject only to the matters set forth in the deed to which these Construction Covenants are attached, exclusive of any such matters which arose out of Buyer's activity with respect to the Property, except Foothills may elect, at its option, to assume construction or development loans then outstanding. Within ten days after the closing, Buyer, at its expense, shall deliver to Foothills a title insurance policy issued by Lawyers Title Insurance Corporation ("Lawyers") insuring marketable title to the portion of the Property repurchased in Foothills in the amount of the Repurchase Price. The title policy shall be subject only to the same exceptions included in Buyer's warranty deed, together with standard printed exceptions contained in Lawyers' owners' title policies.

(b) Foothills shall deliver to Buyer the Repurchase Price in cash or certified funds, less the then outstanding balance (if any) of Buyer's construction or development financing which Foothills chooses to assume.

(c) The Repurchase Price shall be adjusted for real property taxes prorated to the date of the closing of the repurchase based on the most recently available assessment and mill levy.

#### VI. Land Benefited

These Construction Covenants shall run with and burden the Property and are for the benefit of Foothills and all land owned by Foothills in Colorado Centre. These Construction Covenants shall be enforceable only by Foothills and its specific assigns pursuant to section 8.2 below.

#### VII. Release of Covenants

Upon completion of the improvements in compliance with these Construction Covenants and the Protective Covenants, and if requested by Buyer, Foothills shall, within ten days, execute and record with the Clerk and Recorder of El Paso County an acknowledged written instrument referring to these Construction Covenants, stating that the Construction Covenants are released from the Property. Upon recording of such instrument, these Construction Covenants will automatically terminate.

#### VIII. Assigns

8.1 Buyer's Assigns. Any reference to Buyer in these Construction Covenants shall also refer to any successors or assigns of Buyer, or subsequent owners, occupants or others having any interest in the Property.

8.2 Foothills' Assigns. Foothills may assign its rights and authority hereunder by an express written assignment referring to these Construction Covenants, duly recorded. Any reference in these Construction Covenants to Foothills shall also mean any such assigns.

#### IX. Term

These Construction Covenants, and any amendments hereto, shall remain in effect until December 31, 1988, unless sooner released pursuant to Article VII.

X. Notices

Any notice or other document or materials required or permitted to be delivered hereunder shall be in writing and deemed properly delivered upon receipt by the party to whom the same are to be delivered as follows:

If to Foothills, to the attention of Leon M. Bronfin, Century Bank Plaza Building, 3300 East First Avenue, Suite 680, Denver, Colorado 80206, with a copy to Bruce M. Wright, Holme Roberts & Owen, 102 North Cascade Avenue, Suite 400, Colorado Springs, Colorado 80903.

If to Buyer, to Keith Development, Inc., 5040 Corporate Plaza Drive, Suite B, Colorado Springs, Colorado 80919, with a copy to Jeffrey S. Wells, 524 South Cascade Avenue, Colorado Springs, Colorado 80903.

Either party may, by notice properly delivered, change the address to which subsequent notices shall be delivered.

ARDIS W. SCHMITT  
CLERK & RECORDER

BOOK 5557 PAGE 655

AN ORDINANCE ANNEXING TO THE CITY OF  
COLORADO SPRINGS THAT TERRITORY SOMETIMES  
KNOWN AS COLORADO CENTRE NO. 1

69<sup>th</sup>

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS:

Section 1. A petition for the annexation of that certain territory as specifically described in the legal description marked "Exhibit A", attached hereto, incorporated herein and by reference made a part hereof, sometimes known as Colorado Centre No. 1, having been filed with the City Clerk, and the Council having found and determined that said petition is in substantial compliance with Part 1 of Article 12 of Title 31, C.R.S. 1973, known as the Municipal Annexation Act of 1965, that the petition conforms with the requirements of said Act, that said territory is eligible for annexation to the City of Colorado Springs and that said petition is signed by the owners of 100% of the property and territory proposed to be annexed, the annexation of said territory described in the legal description, marked "Exhibit A", attached hereto, incorporated herein, and by reference made a part hereof, is hereby accepted and approved and upon the effective date of this ordinance, the annexation of said land and territory hereinabove described shall be complete and said land shall become a part of the City of Colorado Springs for all intents and purposes with the exception of general taxation, in which respect said annexation shall not be effective until on and after January 1 next ensuing; provided, however, that said territory is subject to and shall comply with the special terms and conditions of annexation, including covenant to pay drainage and public space fees covenants to deed any required utility easements, covenants regarding curb, gutter, paving and sidewalk



improvements in keeping with the development plan of the area, and provided further that it is subject to and shall comply with any and all other ordinances in any way affecting said land and territory. This ordinance and the annexation of the territory hereinabove described are in conformity with the written agreement of the owners of said territory concerning conditions of annexation.

Section 2. This ordinance shall be in full force and effect from and after its passage and publication as provided by Charter.


Introduced, read, passed on first reading and ordered published this  
26th day of July, 1988.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

Finally passed, adopted and approved this 9th day of August, 1988.

  
Mayor

ATTEST:

  
City Clerk

I HEREBY CERTIFY, that the foregoing ordinance entitled "AN ORDINANCE ANNEXING TO THE CITY OF COLORADO SPRINGS THAT TERRITORY SOMETIMES KNOWN AS COLORADO CENTRE NO. 1"

was introduced and read at a regular meeting of the City Council of the City of Colorado Springs, held on July 26, 1988; that said ordinance was passed at a regular meeting of the City Council of said City, held on the 9th day of August, 1988, and that the same was published in full in the Colorado Springs Gazette Telegraph, a newspaper published and in general circulation in said City, at least ten days before its passage.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City, this 9th day of August, 1988.

  
City Clerk

## Exhibit A

LEGAL DESCRIPTION (OVERALL ANNEXATION LEGAL)

A TRACT OF LAND BEING A PORTION OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 65 WEST, AND SECTIONS 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, AND 16, TOWNSHIP 15 SOUTH, RANGE 65 WEST, ALL OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING CONSIDERED S89°58'31"W

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 2; THENCE S00°01'03"E A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N89°58'57"E AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD A DISTANCE OF 1334.11 FEET; THENCE N00°37'28"E AND ALONG A LINE BEING ON AN EXTENSION OF THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE N00°37'28"E AND ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF PARCEL "A" AS RECORDED IN BOOK 5250 AT PAGE 819 OF THE EL PASO COUNTY RECORDS; THENCE NORTHERLY AND EASTERLY ALONG THE BOUNDARY LINE OF SAID PARCEL "A" THE FOLLOWING TWO (2) COURSES:

1. N00°37'28"E AND ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 A DISTANCE OF 2611.32 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35;
2. N89°55'24"E AND ALONG THE NORTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 A DISTANCE OF 1333.24 FEET TO THE CENTER CORNER OF SAID SECTION 35;

THENCE NORTHERLY, EASTERLY, AND SOUTHERLY ALONG THE NORTHEAST QUARTER OF SAID SECTION 35 THE FOLLOWING THREE (3) COURSES:

1. N00°35'56"E AND ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 35 A DISTANCE OF 2642.56 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 35;
2. N89°52'07"E AND ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 A DISTANCE OF 2663.97 FEET TO THE NORTHEAST CORNER OF SAID SECTION 35;

3. S00°32'37"W AND ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 A DISTANCE OF 2640.03 FEET TO A POINT WHICH IS 5.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 35;

THENCE S89°55'24"W AND ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 35 A DISTANCE OF 1425.87 FEET TO A POINT ON A LINE WHICH IS 5.00 FEET WEST OF THE EASTERLY LINE OF SAID PARCEL "A" EXTENDED NORTHERLY; THENCE S00°32'34"W AND ALONG A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH THE EASTERLY LINE OF SAID PARCEL "A" EXTENDED NORTHERLY A DISTANCE OF 5.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL "A" ALSO BEING THE EAST/WEST CENTERLINE OF SAID SECTION 35; THENCE S00°32'34"W AND ALONG A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH THE EASTERLY LINE OF SAID PARCEL "A" A DISTANCE OF 2543.80 FEET TO A POINT WHICH IS 100.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE WESTERLY ALONG A LINE BEING A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 35 THE FOLLOWING TWO (2) COURSES:

1. S89°58'31"W A DISTANCE OF 1243.25 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35;
2. S89°58'57"W A DISTANCE OF 751.87 FEET TO A POINT ON A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH AN EASTERLY LINE OF PARCEL "D" AS RECORDED IN BOOK 5250 AT PAGE 813 OF THE EL PASO COUNTY RECORDS EXTENDED NORTHERLY FROM THE NORTHEAST CORNER OF SAID PARCEL "D" ON A BEARING OF N04°37'34"W;

THENCE S04°37'34"E AND ON A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH AN EASTERLY LINE OF SAID PARCEL "D" EXTENDED NORTHERLY FROM THE NORTHEAST CORNER OF SAID PARCEL "D" A DISTANCE OF 130.38 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD; THENCE SOUTHERLY AND ALONG A LINE 5.00 FEET WEST OF AND PARALLEL WITH AN EASTERLY LINE OF SAID PARCEL "D" THE FOLLOWING THREE (3) COURSES:

1. S04°37'34"E A DISTANCE OF 144.70 FEET;
2. S37°09'04"W A DISTANCE OF 1604.47 FEET;
3. S06°25'04"W A DISTANCE OF 2562.03 FEET TO A POINT ON A LINE WHICH IS 20.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2;

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THENCE S89°45'38"E AND ALONG A LINE 20.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 1966.66 FEET TO A POINT WHICH IS 5.00 FEET WEST OF THE EAST LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE S00°11'01"W AND ALONG A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 1299.07 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE S00°25'10"W AND ALONG A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11 A DISTANCE OF 2647.22 FEET TO A POINT ON A LINE WHICH IS 5.00 FEET SOUTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 11; THENCE S89°53'31"E AND ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 11 A DISTANCE OF 2670.97 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 11; THENCE N89°52'37"E AND ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 1313.82 FEET TO A POINT WHICH IS 10.00 FEET WEST OF THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE S00°28'13"W AND ALONG A LINE WHICH IS 10.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 2689.66 FEET TO A POINT ON A LINE WHICH IS 50.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 13; THENCE S89°54'19"E AND ALONG A LINE WHICH IS 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 13 A DISTANCE OF 1314.03 FEET TO A POINT WHICH IS 20.00 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE S00°13'22"W AND ALONG A LINE 20.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 2579.59 FEET TO A POINT WHICH IS 5.00 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE N89°58'42"W AND ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 2034.30 FEET; THENCE N00°01'18"E A DISTANCE OF 145.00 FEET TO A POINT WHICH IS 150.00 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE N89°58'42"W AND ALONG A LINE WHICH IS 150.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 599.12 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE N89°48'51"W AND ALONG A LINE WHICH IS 150.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 14 A DISTANCE OF 400.16 FEET; THENCE S00°11'09"W A DISTANCE OF 140.00 FEET TO A POINT THAT IS 10.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 14; THENCE N89°48'51"W AND ALONG A LINE THAT IS 10.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID



SECTION 14 A DISTANCE OF 2231.73 FEET; THENCE S00°11'09"W A DISTANCE OF 5.00 FEET TO A POINT WHICH IS 5.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 14; THENCE N89°48'51"W AND ALONG A LINE WHICH IS 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 14 A DISTANCE OF 2620.00 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 15; THENCE S89°56'35"W AND ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 496.23 FEET TO A POINT ON A CURVE, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD; THENCE S89°56'35"W AND ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 210.17 FEET TO A POINT ON A CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD; THENCE NORTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD ON A CURVE TO THE LEFT WHOSE CENTER BEARS N87°34'29"W, HAVING A DELTA OF 03°38'30", A RADIUS OF 1495.00 FEET, A DISTANCE OF 95.02 FEET AS MEASURED ALONG THE ARC TO A POINT WHICH IS 100.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 15; THENCE S89°56'35"W AND ALONG A LINE WHICH IS 100.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 75.00 FEET; THENCE S00°03'25"E A DISTANCE OF 85.00 FEET TO A POINT WHICH IS 15.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 15; THENCE S89°56'35"W AND ALONG A LINE WHICH IS 15.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 1858.76 FEET TO A POINT WHICH IS 5.00 FEET WEST OF THE NORTH/SOUTH CENTERLINE OF SAID SECTION 15; THENCE S00°09'37"W AND ALONG A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH THE NORTH/SOUTH CENTERLINE OF SAID SECTION 15 A DISTANCE OF 2551.48 FEET TO A POINT WHICH IS 100.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE S89°55'52"W AND ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 A DISTANCE OF 2626.79 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 16; THENCE S89°50'47"W AND ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16 A DISTANCE OF 2645.67 FEET TO A POINT ON THE NORTH/SOUTH CENTERLINE OF SAID SECTION 16 ALSO BEING ON THE WESTERLY LINE OF PARCEL "E" AS RECORDED IN BOOK 5250 AT PAGE 819 OF THE EL PASO COUNTY RECORDS; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL "E" THE FOLLOWING TWO (2) COURSES:

1. N00°09'02"E AND ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 16 A DISTANCE OF 5160.70 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 9;

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2. N00°15'30"E ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 9 A DISTANCE OF 3638.69 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BRADLEY ROAD (FORMERLY KNOWN AS NEW DRENNAN ROAD);

THENCE CONTINUING N00°15'30"E AND ALONG SAID WEST LINE OF THE EAST HALF OF SAID SECTION 9 A DISTANCE OF 210.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BRADLEY ROAD, SAID POINT BEING THE SOUTHWESTERLY CORNER OF LOT 4 AS PLATTED IN COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1 AS RECORDED IN PLAT BOOK B-4 AT PAGE 47 OF THE EL PASO COUNTY RECORDS; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF BRADLEY ROAD THE FOLLOWING TWO (2) COURSES:

1. S89°54'16"E A DISTANCE OF 1025.87 FEET TO A POINT OF CURVE;
2. ALONG A CURVE TO THE LEFT HAVING A DELTA OF 21°02'22", A RADIUS OF 150.00 FEET, A DISTANCE OF 55.08 FEET AS MEASURED ALONG THE ARC TO A POINT ON A CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF FOREIGN TRADE ZONE BOULEVARD AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD THE FOLLOWING TWO (2) COURSES:

1. ALONG A CURVE TO THE LEFT WHOSE CENTER BEARS N20°56'38"W, HAVING A DELTA OF 68°41'44", A RADIUS OF 150.00 FEET, A DISTANCE OF 179.84 FEET AS MEASURED ALONG THE ARC TO A POINT OF TANGENT;
2. N00°21'38"E A DISTANCE OF 385.68 FEET;

THENCE S89°54'16"E A DISTANCE OF 100.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD, SAID POINT BEING THE MOST SOUTHWESTERLY CORNER OF EXCEPTION NO. 6 WESTPORT AS RECORDED IN BOOK 5250 AT PAGE 804 OF THE EL PASO COUNTY RECORDS; THENCE ALONG THE BOUNDARY LINE OF EXCEPTION NO. 6 WESTPORT THE FOLLOWING EIGHT (8) COURSES:

1. S89°54'16"E A DISTANCE OF 772.04 FEET TO A POINT OF CURVE;
2. ALONG A CURVE TO THE LEFT HAVING A DELTA OF 90°00'00", A RADIUS OF 530.00 FEET, A DISTANCE OF 832.52 FEET AS MEASURED ALONG THE ARC TO A POINT OF TANGENT;
3. N00°05'44"E A DISTANCE OF 608.59 FEET;
4. N89°54'16"W A DISTANCE OF 146.36 FEET TO A POINT OF CURVE;
5. ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 58°26'38", A RADIUS OF 300.00 FEET, A DISTANCE OF 306.01 FEET AS MEASURED ALONG THE ARC TO A POINT OF REVERSE CURVE;

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6. ALONG A CURVE TO THE LEFT HAVING A DELTA OF  $58^{\circ}26'38''$ , A RADIUS OF 300.00 FEET, A DISTANCE OF 306.01 FEET AS MEASURED ALONG THE ARC TO A POINT OF TANGENT;
7.  $N89^{\circ}54'16''W$  A DISTANCE OF 647.82 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD;
8.  $S00^{\circ}21'38''W$  AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD A DISTANCE OF 40.00 FEET;

THENCE  $N89^{\circ}54'16''W$  A DISTANCE OF 80.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD, SAID POINT BEING THE NORTHEASTERLY CORNER OF LOT 2 AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1; THENCE CONTINUING  $N89^{\circ}54'16''W$  A DISTANCE OF 593.77 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 2; THENCE  $S00^{\circ}21'38''W$  A DISTANCE OF 366.81 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 2; THENCE EASTERLY AND ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOT 2 THE FOLLOWING FOUR (4) COURSES:

1.  $S89^{\circ}54'16''E$  A DISTANCE OF 138.48 FEET;
2.  $S32^{\circ}35'57''E$  A DISTANCE OF 37.11 FEET;
3.  $N57^{\circ}24'03''E$  A DISTANCE OF 57.81 FEET;
4.  $S89^{\circ}54'16''E$  A DISTANCE OF 386.59 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 2, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD;

THENCE CONTINUING  $S89^{\circ}54'16''E$  A DISTANCE OF 80.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD; THENCE  $S00^{\circ}21'38''W$  AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD A DISTANCE OF 366.76 FEET; THENCE  $N89^{\circ}54'16''W$  A DISTANCE OF 80.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD, SAID POINT BEING THE SOUTHEASTERLY CORNER OF LOT 3 AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1; THENCE CONTINUING  $N89^{\circ}54'16''W$  A DISTANCE OF 1090.88 FEET TO THE MOST SOUTHWESTERLY CORNER OF SAID LOT 3; THENCE CONTINUING  $N89^{\circ}54'16''W$  A DISTANCE OF 96.42 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, SAID POINT ALSO BEING ON THE WEST LINE OF TRACT "B" AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1; THENCE  $N00^{\circ}15'30''E$  AND ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9 A DISTANCE OF 217.81 FEET TO A POINT ON THE EXISTING CITY LIMITS OF THE CITY OF COLORADO SPRINGS; THENCE  $N00^{\circ}21'38''E$  ALONG THE EXISTING CITY LIMITS OF THE CITY OF COLORADO SPRINGS A DISTANCE OF 2681.33 FEET; THENCE  $S89^{\circ}53'24''E$



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AND ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4 ALSO BEING ON THE NORTHERLY LINE OF PARCEL "F" AS RECORDED IN BOOK 5250 AT PAGE 804 OF THE EL PASO COUNTY RECORDS A DISTANCE OF 870.48 FEET TO A POINT ON A SOUTHWESTERLY LINE OF LOT 1 AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1; THENCE S44°54'16"E A DISTANCE OF 1090.39 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD; THENCE NORTHERLY AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD THE FOLLOWING THREE (3) COURSES:

1. N45°05'44"E A DISTANCE OF 762.57 FEET TO A POINT OF CURVE;
2. ALONG A CURVE TO THE LEFT HAVING A DELTA OF 45°00'00", A RADIUS OF 890.00 FEET, A DISTANCE OF 699.00 FEET AS MEASURED ALONG THE ARC TO A POINT OF TANGENT;
3. N00°05'44"E A DISTANCE OF 2224.96 FEET TO THE NORTHEAST CORNER OF SAID LOT 1;

THENCE CONTINUING N00°05'44"E A DISTANCE OF 10.00 FEET TO THE NORTHEAST CORNER OF TRACT "A" AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD; THENCE EASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD THE FOLLOWING FOUR (4) COURSES:

1. S90°00'00"E A DISTANCE OF 80.00 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD;
2. S90°00'00"E A DISTANCE OF 118.99 FEET;
3. N89°53'06"E A DISTANCE OF 619.37 FEET TO THE NORTHWEST CORNER OF AEROSPACE BOULEVARD AS PLATTED IN COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 2 AS RECORDED IN PLAT BOOK B-4 AT PAGE 48 OF THE EL PASO COUNTY RECORDS;
4. N89°53'06"E A DISTANCE OF 80.00 FEET TO A POINT ON A LINE WHICH IS ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID AEROSPACE BOULEVARD EXTENDED NORTHERLY;

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THENCE S00°05'44"W AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID AEROSPACE BOULEVARD EXTENDED NORTHERLY A DISTANCE OF 10.00 FEET TO THE NORTHWEST CORNER OF LOT 1 AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 2, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 2; THENCE S00°05'44"W AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID AEROSPACE BOULEVARD A DISTANCE OF 879.90 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOT 1 THE FOLLOWING TWO (2) COURSES:

1. N89°53'06"E A DISTANCE OF 226.12 FEET TO A POINT OF CURVE;
2. ALONG A CURVE TO THE LEFT HAVING A DELTA OF 89°47'22", A RADIUS OF 300.00 FEET, A DISTANCE OF 470.14 FEET AS MEASURED ALONG THE ARC TO A POINT OF TANGENT ON THE WESTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD;

THENCE N00°05'44"E AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID MARKSHEFFEL BOULEVARD A DISTANCE OF 480.63 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 90°12'38", A RADIUS OF 100.00 FEET, A DISTANCE OF 157.45 FEET AS MEASURED ALONG THE ARC ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF A STREET AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 2 TO A POINT ON THE NORTHERLY LINE OF SAID LOT 1; THENCE N00°06'54"W A DISTANCE OF 10.00 FEET; THENCE N89°53'06"E A DISTANCE OF 310.40 FEET TO A POINT OF INTERSECTION BETWEEN THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DRENNAN ROAD AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID MARKSHEFFEL BOULEVARD; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DRENNAN ROAD THE FOLLOWING TWO (2) COURSES:

1. N89°53'06"E A DISTANCE OF 437.16 FEET TO THE NORTHWEST CORNER OF PARCEL "D" EXCEPTION NO. 1 AS RECORDED IN BOOK 5250 AT PAGE 819 OF THE EL PASO COUNTY RECORDS;
2. N89°53'06"E A DISTANCE OF 80.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "D" EXCEPTION NO. 1;

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THENCE S00°05'44"W A DISTANCE OF 2113.97 FEET TO A POINT ON A NORTHERLY LINE OF SAID PARCEL "D"; THENCE N89°24'57"E AND ALONG SAID NORTHERLY LINE OF SAID PARCEL "D" A DISTANCE OF 1220.90 FEET TO THE NORTHWEST CORNER OF TRACT "B" OF MORNING SUN I AS RECORDED IN PLAT BOOK A-4 AT PAGE 179 OF THE EL PASO COUNTY RECORDS; THENCE S00°05'44"W AND ALONG THE WESTERLY BOUNDARY LINE OF SAID MORNING SUN I A DISTANCE OF 1230.73 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HORIZONVIEW DRIVE AS PLATTED IN MORNING SUN I, SAID POINT BEING A POINT ON CURVE; THENCE ALONG A CURVE TO THE RIGHT WHOSE CENTER BEARS S45°32'57"W, HAVING A DELTA OF 35°03'39", A RADIUS OF 624.36 FEET, A DISTANCE OF 382.06 FEET AS MEASURED ALONG THE ARC TO A POINT ON CURVE; THENCE EASTERLY AND ALONG THE SOUTHERLY LINE OF SAID MORNING SUN I THE FOLLOWING TWO (2) COURSES:

1. N68°35'33"E A DISTANCE OF 186.26 FEET;
2. N90°00'00"E A DISTANCE OF 764.65 FEET TO THE SOUTHEAST CORNER OF LOT 23 OF SAID MORNING SUN I;

THENCE S12°40'27"W A DISTANCE OF 359.46 FEET TO THE NORTHEASTERLY CORNER OF PARCEL "G" AS RECORDED IN BOOK 5250 AT PAGE 804 OF THE EL PASO COUNTY RECORDS; THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY LINE AND WESTERLY ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL "G" THE FOLLOWING THREE (3) COURSES:

1. S12°40'27"W A DISTANCE OF 635.54 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL "G";
2. N77°19'33"W A DISTANCE OF 617.53 FEET TO A POINT OF CURVE;
3. ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 11°35'20", A RADIUS OF 792.47 FEET, A DISTANCE OF 160.29 FEET AS MEASURED ALONG THE ARC TO A POINT ON CURVE, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF HORIZONVIEW DRIVE AS PLATTED IN SAID MORNING SUN I;

THENCE SOUTHERLY ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID HORIZONVIEW DRIVE AS PLATTED IN SAID MORNING SUN I ALONG A CURVE TO THE RIGHT WHOSE CENTER BEARS N68°33'21"W, HAVING A DELTA OF 02°49'08", A RADIUS OF 610.00 FEET, A DISTANCE OF 30.01 FEET AS MEASURED ALONG THE ARC TO A POINT ON CURVE, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF HORIZONVIEW DRIVE AS PLATTED IN COLORADO CENTRE RESIDENTIAL FILING NO. 3 AS RECORDED IN PLAT BOOK A-4 AT PAGE 13 OF THE EL PASO COUNTY RECORDS; THENCE S89°24'57"W AND ALONG THE NORTHERLY LINE OF SAID COLORADO CENTRE RESIDENTIAL FILING NO. 3 A DISTANCE OF 1270.55 FEET TO THE NORTHWEST CORNER OF LOT 57 AS PLATTED IN SAID COLORADO CENTRE RESIDENTIAL FILING NO. 3, SAID POINT BEING THE NORTHEAST CORNER OF LOT 48 AS PLATTED

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IN COLORADO CENTRE RESIDENTIAL FILING NO. 2 AS RECORDED IN PLAT BOOK A-4 AT PAGE 4 OF THE EL PASO COUNTY RECORDS; THENCE CONTINUING S89°24'57"W AND ALONG THE NORTHERLY BOUNDARY LINE OF SAID COLORADO CENTRE RESIDENTIAL FILING NO. 2 A DISTANCE OF 593.47 FEET TO THE NORTHWEST CORNER OF TRACT "B" AS PLATTED IN SAID COLORADO CENTRE RESIDENTIAL FILING NO. 2, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD; THENCE SOUTHERLY AND EASTERLY ALONG THE WESTERLY BOUNDARY LINE OF SAID COLORADO CENTRE RESIDENTIAL FILING NO. 2 THE FOLLOWING FIVE (5) COURSES:

1. S00°05'44"W AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID MARKSHEFFEL BOULEVARD A DISTANCE OF 1164.52 FEET;
2. S29°25'07"E A DISTANCE OF 439.18 FEET;
3. S60°35'03"E A DISTANCE OF 420.00 FEET;
4. N44°24'57"E A DISTANCE OF 170.00 FEET;
5. S80°35'03"E A DISTANCE OF 100.00 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF SAID COLORADO CENTRE RESIDENTIAL FILING NO. 2, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 13 OF COLORADO CENTRE RESIDENTIAL FILING NO. 1 AS RECORDED IN PLAT BOOK Z-3 AT PAGE 36 OF THE EL PASO COUNTY RECORDS;

THENCE CONTINUING S80°35'03"E AND ALONG THE SOUTHERLY LINE OF SAID COLORADO CENTRE RESIDENTIAL FILING NO. 1 A DISTANCE OF 380.00 FEET TO THE SOUTHEASTERLY CORNER OF LOT 8 AS PLATTED IN SAID COLORADO CENTRE RESIDENTIAL FILING NO. 1; THENCE CONTINUING S80°35'03"E A DISTANCE OF 81.08 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HORIZONVIEW DRIVE AS PLATTED IN SAID COLORADO CENTRE RESIDENTIAL FILING NO. 1; THENCE SOUTHERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HORIZONVIEW DRIVE THE FOLLOWING TWO (2) COURSES:

1. S00°05'44"W A DISTANCE OF 471.53 FEET TO A POINT OF CURVE;
2. ALONG A CURVE TO THE LEFT HAVING A DELTA OF 90°00'00", A RADIUS OF 100.00 FEET, A DISTANCE OF 157.08 FEET AS MEASURED ALONG THE ARC TO A POINT OF TANGENT, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF BRADLEY ROAD (FORMERLY KNOWN AS NEW DRENNAN ROAD); SAID POINT ALSO BEING ON THE BOUNDARY LINE OF SAID PARCEL "D";

THENCE NORTHERLY ALONG THE BOUNDARY LINE OF SAID PARCEL "D" THE FOLLOWING THIRTY-SEVEN (37) COURSES:

1. S89°54'16"E A DISTANCE OF 355.52 FEET TO A POINT OF CURVE;
2. ALONG A CURVE TO THE LEFT HAVING A DELTA OF 04°24'02", A RADIUS OF 1495.00 FEET, A DISTANCE OF 114.82 FEET AS MEASURED ALONG THE ARC TO A POINT ON CURVE;



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3. N40°14'50"W A DISTANCE OF 98.73 FEET;
4. N32°44'49"E A DISTANCE OF 316.29 FEET;
5. N67°14'26"E A DISTANCE OF 248.30 FEET;
6. N01°23'21"E A DISTANCE OF 96.43 FEET;
7. N37°04'19"E A DISTANCE OF 187.92 FEET;
8. S62°10'53"E A DISTANCE OF 198.88 FEET;
9. N49°10'16"E A DISTANCE OF 205.87 FEET;
10. N00°45'11"W A DISTANCE OF 121.98 FEET;
11. N46°53'27"E A DISTANCE OF 577.62 FEET;
12. N28°13'56"E A DISTANCE OF 232.87 FEET;
13. N23°37'44"E A DISTANCE OF 105.55 FEET;
14. N24°34'29"W A DISTANCE OF 90.41 FEET;
15. N27°16'55"W A DISTANCE OF 75.68 FEET;
16. N01°16'11"E A DISTANCE OF 229.61 FEET;
17. N12°40'27"E A DISTANCE OF 875.93 FEET TO A POINT ON THE  
NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID  
SECTION 3;
18. N12°40'27"E A DISTANCE OF 341.16 FEET;
19. N07°29'57"E A DISTANCE OF 133.00 FEET;
20. N17°05'43"E A DISTANCE OF 147.56 FEET;
21. N35°18'15"E A DISTANCE OF 127.05 FEET;
22. N50°28'58"E A DISTANCE OF 224.70 FEET;
23. N37°01'25"E A DISTANCE OF 111.79 FEET;
24. N14°54'51"E A DISTANCE OF 89.01 FEET;
25. N36°49'53"W A DISTANCE OF 214.33 FEET;
26. N62°06'13"W A DISTANCE OF 133.06 FEET;
27. N35°29'36"W A DISTANCE OF 144.29 FEET;
28. N09°29'53"W A DISTANCE OF 311.63 FEET;
29. N43°14'07"W A DISTANCE OF 179.31 FEET;
30. N76°01'10"W A DISTANCE OF 233.73 FEET;
31. N62°33'26"W A DISTANCE OF 98.30 FEET;
32. N34°16'47"W A DISTANCE OF 233.80 FEET;
33. N22°40'38"W A DISTANCE OF 313.21 FEET;
34. S90°00'00"W A DISTANCE OF 226.55 FEET;
35. N00°00'00"E A DISTANCE OF 1287.18 FEET;
36. N58°00'07"W A DISTANCE OF 386.30 FEET;
37. N00°00'00"E A DISTANCE OF 55.18 FEET TO A POINT ON THE  
SOUTHERLY RIGHT-OF-WAY LINE OF SAID DRENNAN ROAD;

THENCE N89°53'55"E AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DRENNAN ROAD A DISTANCE OF 1682.88 FEET TO THE POINT OF BEGINNING, CONTAINING 3687.0495 ACRES.

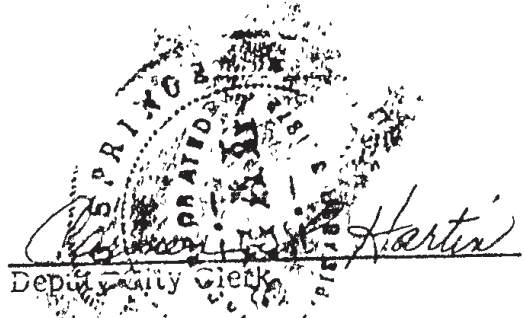
LEGAL DESCRIPTION CERTIFICATE

I, JAMES R. FRAKER, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.

\_\_\_\_\_  
JAMES R. FRAKER, REGISTERED LAND SURVEYOR  
COLORADO NO. 10377  
FOR AND ON BEHALF OF JR ENGINEERING, LTD.

I, Carmen L. Hartin, Deputy City Clerk of the City of Colorado Springs, Colorado, do hereby certify the foregoing to be a true and correct copy of Ordinance No. 88-112, finally passed by the City Council of the City of Colorado Springs the 9th day of August, 1988, the original of which is on file in the City Clerk's Office.

Dated at Colorado Springs, Colorado, this 23rd day of September, 1988.

  
Carmen L. Hartin  
Deputy City Clerk

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ARDIS W. SCHWARTZ  
EL PASO COUNTY CLERK & RECORDER

WATER AGREEMENT

30<sup>12</sup>  
THIS AGREEMENT dated this 14th day of March, 1995, is between the City of Colorado Springs ("Colorado Springs") and the Colorado Centre Metropolitan District (the "District").

RECITALS

A. The District is the owner of the groundwater wells more particularly described in the attached Exhibit A (the "District Wells"). Pursuant to Section XIII D of the Annexation Agreement dated September 23, 1988, recorded in Book 5557 at Pages 404 through 571 of the El Paso County real property records (the "Annexation Agreement"), Colorado Springs is the owner of the groundwater wells described in the attached Exhibit B (the "Colorado Springs Wells"). The District Wells and the Colorado Springs Wells are hereinafter collectively referred to as the "Jimmy Camp Creek Wells."

B. The Jimmy Camp Creek Wells are subject to a Stipulation and Agreement dated June 30, 1986, between the District and the Colorado State Engineer which limits the aggregate diversions from the Jimmy Camp Creek Wells to 1800 acre feet per year (the "1800 Acre Feet Diversion Limitation").

C. The 1800 Acre Feet Diversion Limitation was incorporated into and became a term and condition of the District's plan for augmentation and exchange decreed by the District Court in and for Water Division No. 2, State of Colorado, in Case No. 86CW31.

D. By Stipulation and Agreement with the Widefield Homes Water Company ("Widefield") dated July 6, 1988 (the "Widefield Stipulation"), the parties agreed to reduce the amount annually pumped from the Jimmy Camp Creek Wells and Widefield's JHW/PVW Wells on a one-for-one basis until their combined pumping does not exceed the replaceable yield of the Jimmy Camp Creek aquifer.

E. The Judgment and Decree entered by the District Court in and for Water Division No. 2, State of Colorado, in Case No. 86CW31 contains an express finding that the first 600 acre feet of depletions from the Jimmy Camp Creek Wells do not need to be replaced to Jimmy Camp Creek; rather, the first 600 acre feet of annual consumptive use may be replaced directly to Fountain Creek (the "600 Acre Feet Depletion Condition").



F. The parties desire to enter into an agreement regarding the division of the 1800 Acre Feet Diversion Limitation and 600 Acre Feet Depletion Condition among the Jimmy Camp Creek Wells.

G. The parties desire to exchange two of the Jimmy Camp Creek Wells.

#### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agreed as follows:

1. 1800 Acre Feet Diversion Allocation. The 1800 Acre Feet Diversion Limitation shall be allocated among the Jimmy Camp Creek Wells as follows:

Colorado Springs Wells - 1200 acre feet  
District Wells - 600 acre feet

In the event that the physical supply available to the Jimmy Camp Creek Wells is less than 1800 acre feet, the available physical supply shall be allocated 2/3rds to the Colorado Springs Wells and 1/3rd to the District Wells.

2. Widefield Stipulation. Any further reduction of physical supply available to the Jimmy Camp Creek Wells caused by the operation of the Widefield Stipulation shall be allocated among and imposed on the Jimmy Camp Creek Wells as follows:

Colorado Springs Wells - 2/3  
District Wells - 1/3

3. 600 Acre Feet Depletion Allocation. The 600 Acre Feet Depletion Condition shall be allocated among the Jimmy Camp Creek Wells as follows:

Colorado Springs Wells - 400 consumptive acre feet  
District Wells - 200 consumptive acre feet

4. Well Exchange. Within 30 days of the execution of this Agreement, (a) Colorado Springs will convey Jimmy Camp Creek Well No. 211 to the District by bill of sale and bargain and sale deed, together with any existing easements and rights of way thereto derived by virtue of the Annexation Agreement, and (b) the District will convey Jimmy Camp Creek Well No. 212 to Colorado Springs by bargain and sale deed, together with

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all necessary easements and rights-of-way thereto. As part of the platting process of the land which includes the decreed location of Jimmy Camp Creek Well No. 212, the District will use its best efforts to secure any necessary easements and rights of way to said Well No. 212 requested by Colorado Springs. The foregoing conveyances shall not modify the allocations set forth in paragraphs 1 through 3 above.

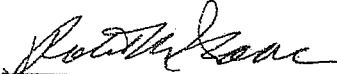
5. District Augmentation Plan. The District will augment the District Wells pursuant to the terms of its augmentation plan decreed in Water Division No. 2 Case No. 86CW31, and nothing contained in this Agreement shall in any manner alter the terms of said augmentation plan.

6. Survival. The terms of this Agreement shall survive the conveyances provided for herein.

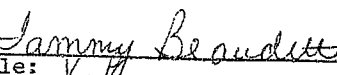
Executed as of the date first set forth above.

CITY OF COLORADO SPRINGS

APPROVED AS TO FORM:  
  
UTILITIES ATTORNEY

By:   
Title: Mayor Robert M. Isaac

COLORADO CENTRE METROPOLITAN  
DISTRICT

By:   
Title: V. P.

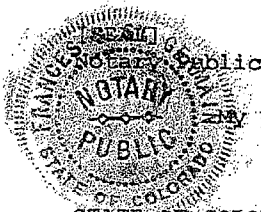
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ACKNOWLEDGEMENTS

STATE OF COLORADO )  
COUNTY OF EL PASO ) ss.

The foregoing instrument was acknowledged before me  
this 4<sup>th</sup> day of APRIL, 1995, by ROBERT M. ISAAC as  
MAYOR of the City of Colorado Springs.

Witness my hand and official seal.



Frances C. St. Herman

My commission expires: Sept 23, 1998

STATE OF COLORADO )  
COUNTY OF El Paso ) ss.

The foregoing instrument was acknowledged before me  
this 16<sup>th</sup> day of March, 1995, by Tammy Beaudette as  
Vice President of Colorado Centre Metropolitan District.

Witness my hand and official seal.

(SEAL)  
Notary Public

Arthia D. Turner

My commission expires: Sept 28, 1998

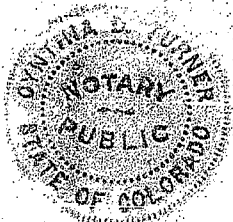


EXHIBIT A

District Jimmy Camp Creek Wells

WELL NO.	PERMIT NO.	LOCATION	AMOUNT (gpm)	STATUS	USE	APPROPRIATION DATE
201	19273-1	SW1/4 SE1/4, Sec. 10, T. 15 S., R. 65 W., whence SW corner of said Sec. 10 bears S. 69°55' W., 3265 ft.	450	Absolute Conditional	Irrig. Munic.	3/20/30 6/29/72
204	19273-4	NW1/4 NE1/4, Sec. 10, T. 15 S., R. 65 W., whence NW corner of said Sec. 10 bears N. 73°24' W., 2958.9 ft.	360 140	Absolute Absolute Conditional Conditional	Irrig. Munic. Irrig. Munic.	3/20/30 2/18/55 3/10/30 2/18/55
206	19273-6	NW1/4 NE1/4, Sec. 10, T. 15 S., R. 65 W., whence NW corner of said Sec. 10 bears N. 89°51' W., 3468.9 ft.	225	Absolute Absolute	Irrig. Munic.	3/20/30 2/18/55
210	19273-10	SW1/4 SE1/4, Sec. 3, T. 15 S., R. 65 W., whence SW corner of said Sec. 3 bears S. 76°38' W., 4894.74 ft.	225	Absolute Absolute	Irrig. Munic.	3/20/30 2/18/55
212	19273-12	NE1/4 NE1/4, Sec. 10, T. 15 S., R. 65 W., whence NW corner of said Sec. 10 bears N. 85°38' West, 4051 ft.	225	Absolute Absolute	Irrig. Munic.	3/20/30 2/18/55
214	19697-14	SE1/4 SE1/4, Sec. 3, T. 15 S., R. 65 W., whence SW corner of said Sec. 3 bears S. 72°12' W., 4688 ft.	490 110	Absolute Absolute Conditional Conditional	Irrig. Munic. Irrig. Munic.	5/1/52 2/18/55 5/1/52 2/18/55
217	12542	SW1/4 SE1/4, Sec. 3, T. 15 S., R. 65 W., being 4960 ft. S. of the N. line and 3900 ft. E. of the W. line of said Sec. 3.	375 125	Absolute Absolute Conditional Conditional	Irrig. Munic. Irrig. Munic.	3/20/30 2/18/55 3/20/30 2/18/55

BOOK PAGE  
6632 933

EXHIBIT B

Colorado Springs Jimmy Camp Creek Wells

WELL NO.	PERMIT NO.	LOCATION	AMOUNT (gpm)	STATUS	USE	APPROPRIATION DATE
202	19273-2	SE1/4 NW1/4, Sec. 10, T. 15 S., R. 65 W., whence SW corner of said Sec. 10 bears S. 19°55' W., 4354 ft.	450	Absolute Conditional	Irrig. Munic.	3/20/30 6/29/72
203	19273-3	NW1/4 NE1/4, Sec. 10, T. 15 S., R. 65 W., whence NW corner of said Sec. 10 bears N. 72°18' W., 2921 ft.	225	Absolute Conditional	Indus. Munic.	3/20/30 6/29/72
205	19273-5	NW1/4 NE1/4, Sec. 10, T. 15 S., R. 65 W., whence NW corner of said Sec. 10 bears N. 87°07' W., 3279.7 ft.	100 80	Absolute Absolute Conditional Conditional	Irrig. Munic. Irrig. Munic.	6/4/27 2/18/55 6/4/27 2/18/55
207	19273-7	SW1/4 SE1/4, Sec. 3, T. 15 S., R. 65 W., whence SW corner of said Sec. 3 bears S. 89°32' W., 3697.9 ft.	280 218	Absolute Absolute Conditional Conditional	Irrig. Munic. Irrig. Munic.	3/20/30 2/18/55 3/20/30 2/18/55
208	19273-8	SW1/4 SE1/4, Sec. 3, T. 15 S., R. 65 W., whence SW corner of said Sec. 3 bears S. 86°11' W., 3867 ft.	225	Absolute Absolute	Irrig. Munic.	3/20/30 2/18/55
209	19273-9	SE1/4 SE1/4, Sec. 3, T. 15 S., R. 65 W., whence SW corner of said Sec. 3 bears S. 86°12' W., 4071.37 ft.	500	Absolute Absolute	Irrig. Munic.	3/20/30 2/18/55
211	19273-11	SE1/4 SE1/4, Sec. 3, T. 15 S., R. 65 W., whence SW corner of said Sec. 3 bears S. 75°13' W., 4404.72 ft.	225	Absolute Absolute	Irrig. Munic.	3/20/30 2/18/55
213	19273-13	NE1/4 NE1/4, Sec. 10, T. 15 S., R. 65 W., whence NW corner of said Sec. 10 bears N. 79°00' W., 3730 ft.	225	Absolute Absolute	Irrig. Munic.	3/20/30 2/18/55
215	12547	SW1/4 SE1/4, Sec. 10, T. 15 S., R. 65 W., being 3200 ft. E. of the W. line and 4000 ft. S. of the N. line of said Sec. 10.	700	Absolute Conditional	Irrig. Munic.	5/1/52 6/29/72
216	23935-F (R-314)	NW1/4 NE1/4, Sec. 10, T. 15 S., R. 65 W., being 2980 ft. E. of the W. line and 950 ft. S. of the N. line of said Sec. 10.	225	Absolute Conditional	Indus. Munic.	3/20/30 6/29/72
218	12541	SW1/4 SE1/4, Sec. 3, T. 15 S., R. 65 W., being 3600 ft. E. of the W. line and 1100 ft. N. of the S. line of said Sec. 3.	500	Absolute Absolute	Irrig. Munic.	3/20/30 2/18/55
219	19753	SW1/4 NW1/4, Sec. 10, T. 15 S., R. 65 W., being 1100 ft. E. of the W. line and 1700 ft. S. of the N. line of said Sec. 10.	50	Absolute Absolute	Stock Watering Domestic	2/21/64
221	19273- Sump #1	SE1/4 SE1/4, Sec. 10, T. 15 S., R. 65 W., whence SW corner of said Sec. 10 bears S. 88°52' W., 4639.8 ft.	1200 300 300	Absolute Conditional Conditional Conditional	Irrig. Munic. Irrig. Munic.	3/20/30 6/29/72 3/20/30 6/29/72
222	19273- Sump #2	SE1/4 SE1/4, Sec. 3, T. 15 S., R. 65 W., whence SW corner of said Sec. 3 bears S. 83°37' W., 4182.23 ft.	1500	Absolute Absolute	Irrig. Munic.	3/20/30 2/18/55

**SPECIAL WARRANTY DEED**

**THIS DEED** is made this \_\_\_\_ day of \_\_\_\_\_, 2004, between Steward L. Mosko, whose address is 1515 Arapahoe Street, Suite 1200, Denver, Colorado 80202-2112 ("Grantor"), to the Colorado Centre Metropolitan District, whose legal address is 4470 Horizonview Drive, Colorado Springs, Colorado 80926 ("Grantee").

**WITNESSETH**, that the Grantor, in consideration of funds paid in hand and other 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 the Grantee, its heirs and assigns forever, all the property in the form of real estate situate, lying and being in the County of El Paso, State of Colorado, described as follows:

Schedule Numbers 55034-00-003, 55034-00-004, 55034-00-005; see also attached legal description and maps

**TOGETHER** with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in, and to the above real estate, with the hereditaments and appurtenances;

**TO HAVE AND TO HOLD** the said property above bargained and described with the appurtenances, unto the Grantee, its heirs and assigns forever. The Grantor, for itself, its heir and personal representatives or successors, does covenant and agree that it shall and will **WARRANT AND FOREVER DEFEND** the above-bargained property in the quiet and peaceable possession of the Grantee, its heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

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

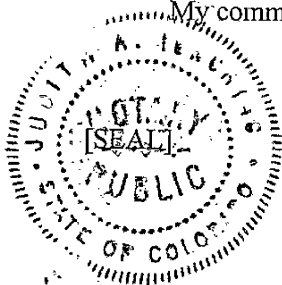
Steward L. Mosko

County of Denver )  
 ) ss.  
State of Colorado )

The foregoing **SPECIAL WARRANTY DEED** was acknowledged before me this 29 day of April, 2004 by Steward L. Mosko.


Witness my hand and official seal.

My commission expires 6/13/07



Judith A. Menching  
Notary Public

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Rec \$40.00	1 of 8	



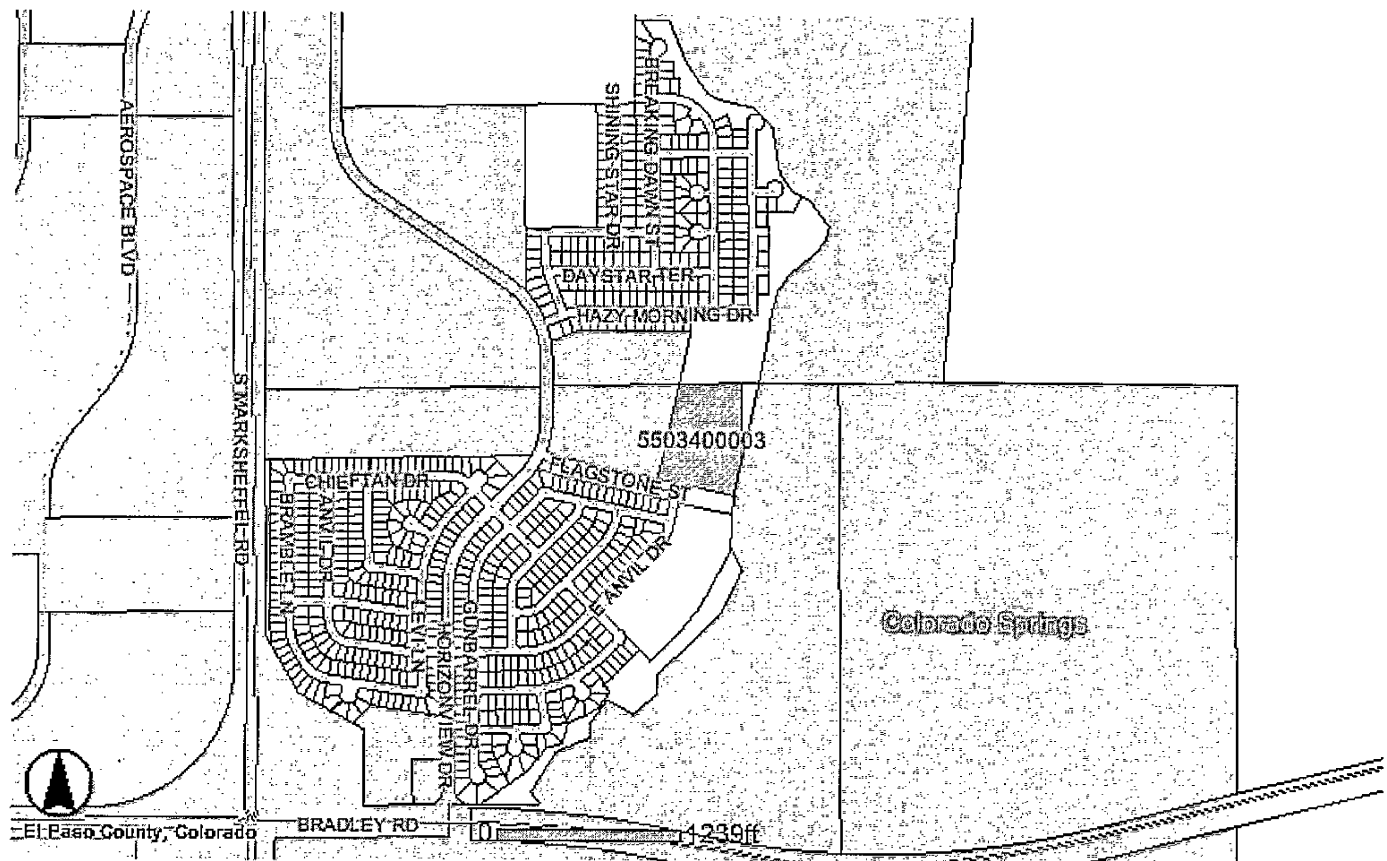
**LEGAL DESCRIPTION**

A TRACT OF LAND LOCATED IN SECTION 3, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 65 WEST BEING CONSIDERED NORTH 89 DEGREES 53 MINUTES 55 SECONDS EAST.

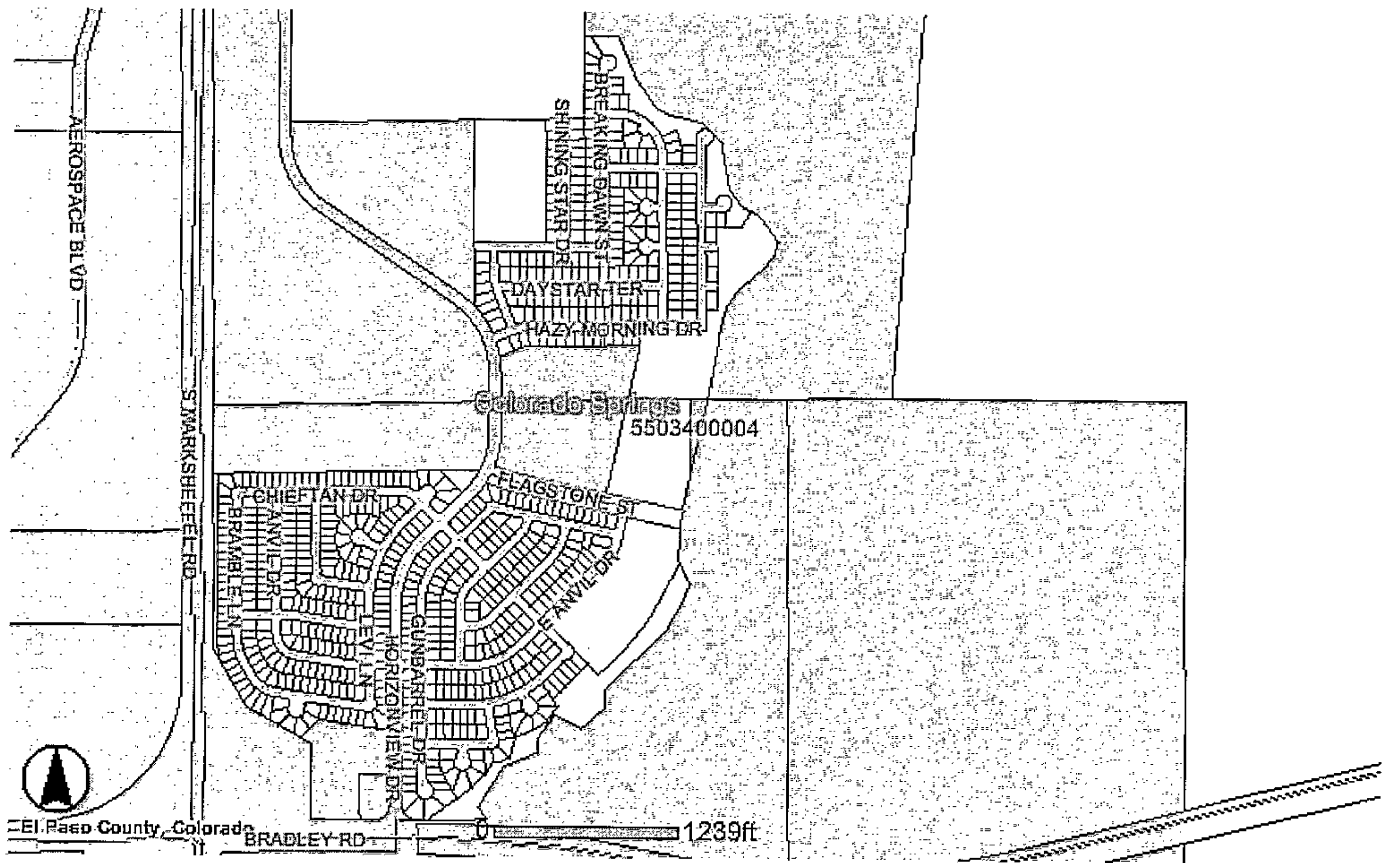
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE SOUTH 35 DEGREES 32 MINUTES 24 SECONDS WEST A DISTANCE OF 1941.76 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 22 DEGREES 40 MINUTES 38 SECONDS EAST A DISTANCE OF 313.21 FEET; THENCE SOUTH 34 DEGREES 16 MINUTES 47 SECONDS EAST A DISTANCE OF 233.80 FEET; THENCE SOUTH 62 DEGREES 33 MINUTES 26 SECONDS EAST A DISTANCE OF 98.30 FEET; THENCE SOUTH 76 DEGREES 01 MINUTES 10 SECONDS EAST A DISTANCE OF 233.73 FEET; THENCE SOUTH 43 DEGREES 14 MINUTES 07 SECONDS EAST A DISTANCE OF 179.31 FEET; THENCE SOUTH 9 DEGREES 29 MINUTES 53 SECONDS EAST A DISTANCE OF 311.63 FEET; THENCE SOUTH 35 DEGREES 29 MINUTES 36 SECONDS EAST A DISTANCE OF 144.29 FEET; THENCE SOUTH 62 DEGREES 06 MINUTES 13 SECONDS EAST A DISTANCE OF 133.06 FEET; THENCE SOUTH 36 DEGREES 49 MINUTES 53 SECONDS EAST A DISTANCE OF 214.33 FEET; THENCE SOUTH 14 DEGREES 54 MINUTES 51 SECONDS WEST A DISTANCE OF 89.01 FEET; THENCE SOUTH 37 DEGREES 01 MINUTES 25 SECONDS WEST A DISTANCE OF 111.79 FEET; THENCE SOUTH 50 DEGREES 28 MINUTES 58 SECONDS WEST A DISTANCE OF 224.70 FEET; THENCE SOUTH 35 DEGREES 18 MINUTES 15 SECONDS WEST A DISTANCE OF 127.05 FEET; THENCE SOUTH 17 DEGREES 05 MINUTES 43 SECONDS WEST A DISTANCE OF 147.56 FEET; THENCE SOUTH 07 DEGREES 29 MINUTES 57 SECONDS WEST A DISTANCE OF 133.00 FEET; THENCE SOUTH 12 DEGREES 40 MINUTES 27 SECONDS WEST A DISTANCE OF 1099.22 FEET; THENCE NORTH 77 DEGREES 19 MINUTES 33 SECONDS WEST A DISTANCE OF 520.00 FEET; THENCE NORTH 12 DEGREES 40 MINUTES 27 SECONDS EAST A DISTANCE OF 995.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 764.65 FEET; THENCE SOUTH 68 DEGREES 35 MINUTES 33 SECONDS WEST A DISTANCE OF 227.22 FEET TO A POINT ON A CURVE ON THE CENTER LINE OF THE PROPOSED RIGHT-OF-WAY FOR HORIZONVIEW DRIVE; THENCE ALONG SAID CENTER LINE AND ALONG A CURVE LEFT WHOSE CENTER BEARS SOUTH 81 DEGREES 26 MINUTES 47 SECONDS WEST, HAVING A DELTA OF 31 DEGREES 45 MINUTES 26 SECONDS, A RADIUS OF 584.36 FEET, A DISTANCE OF 323.89 FEET MEASURED ALONG THE ARC; THENCE NORTH 00 DEGREES 05 MINUTES 44 SECONDS EAST A DISTANCE OF 471.81 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 478.46 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 822.98 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 57 SECONDS EAST A DISTANCE OF 260.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 550.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 226.55 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THOSE PARCELS PLATTED AS MORNING SUN I ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 15, 1986 IN PLAT BOOK A4 AT PAGE 179 AND MORNING SUN II ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 10, 1987 IN PLAT BOOK C4 AT PAGE 129 OF THE EL PASO COUNTY, COLORADO RECORDS.

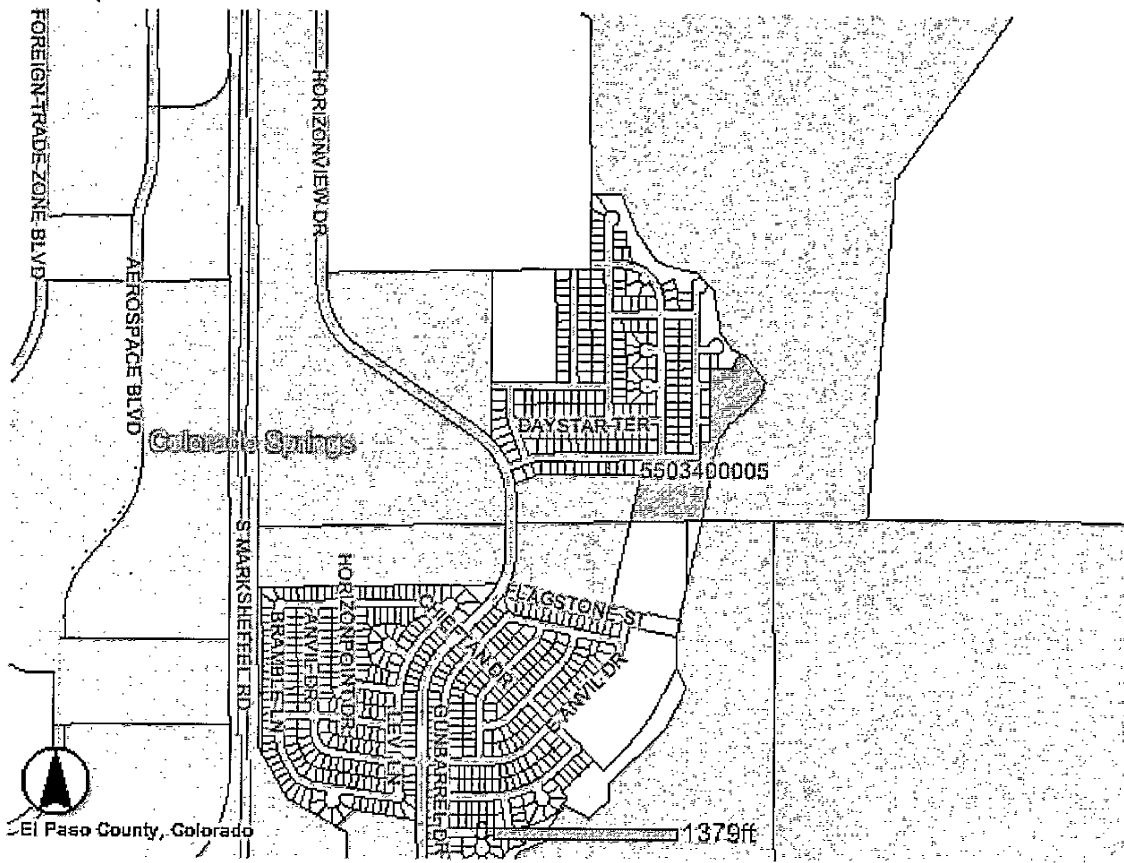


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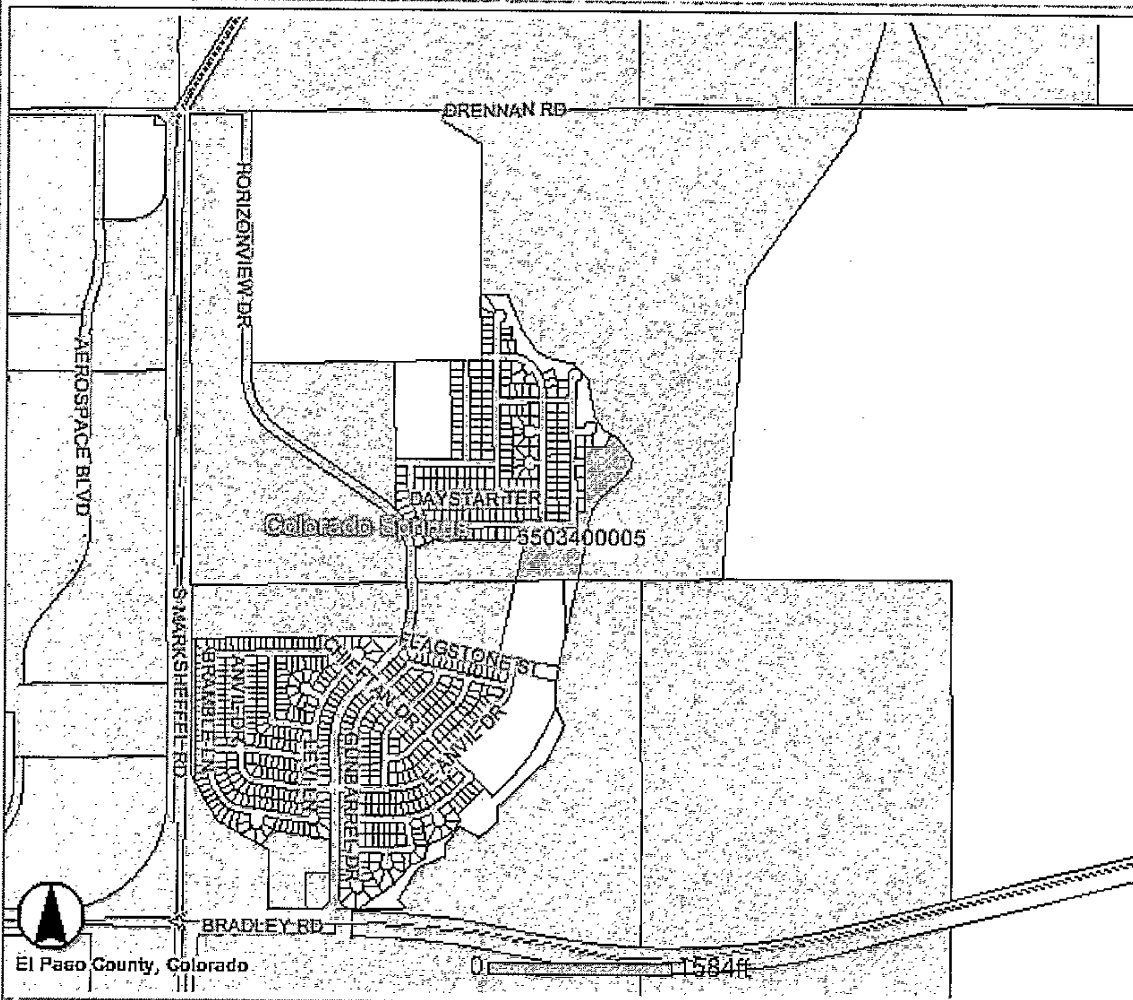
**El Paso County Schedule Information**

Schedule Number: 5503400005

Schedule Address: 0 03-15-65

Schedule Owner: MOSKO STEWARD L

Owner Mailing Address: 1515 ARAPAHOE ST STE 1200



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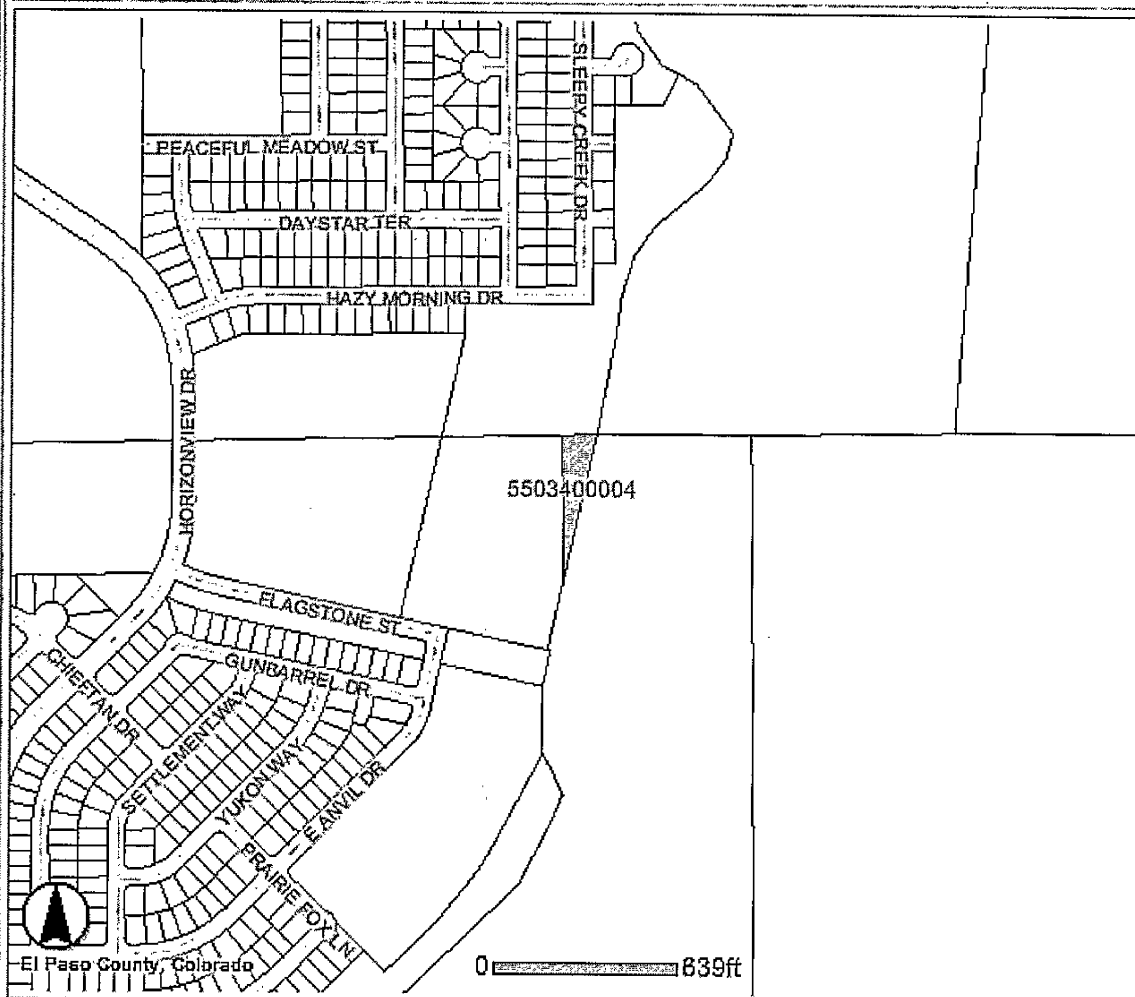
**El Paso County Schedule Information**

Schedule Number: 5503400004

Schedule Address: 0 03-15-65

Schedule Owner: MOSKO STEWARD L

Owner Mailing Address: 1515 ARAPAHOE ST STE 1200



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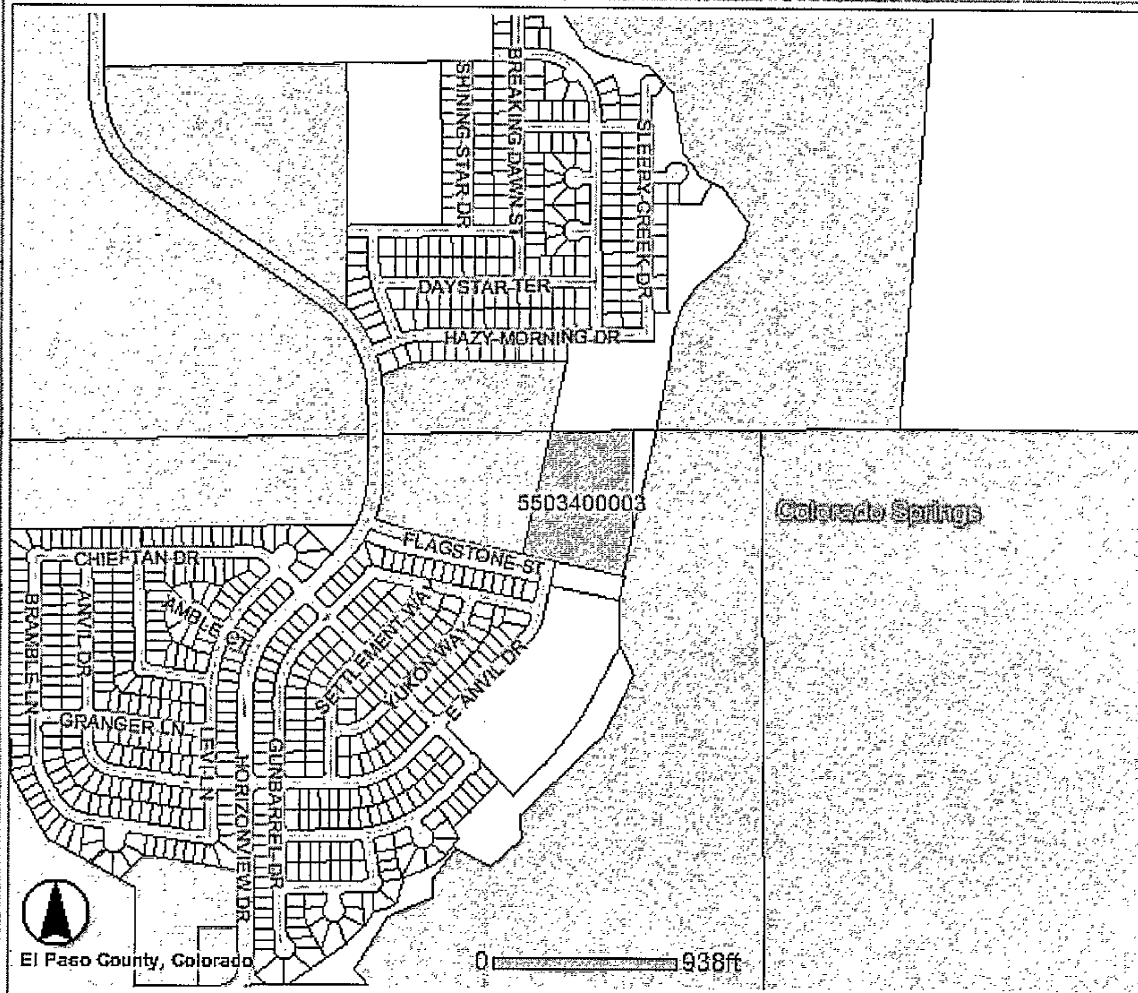
**El Paso County Schedule Information**

Schedule Number: 5503400003

Schedule Address: 0 03-15-65

Schedule Owner: MOSKO STEWARD L

Owner Mailing Address: 1515 ARAPAHOE ST STE 1200



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**RESOLUTION NO. 19- 413**

**BOARD OF COUNTY COMMISSIONERS  
COUNTY OF EL PASO, STATE OF COLORADO**

**RESOLUTION TO APPROVE THE SERVICE PLAN AMENDMENT FOR THE  
COLORADO CENTRE METROPOLITAN DISTRICT (ID-19-007)**

**WHEREAS**, the Colorado Centre Metropolitan District did file an application with the Planning and Community Development Department of El Paso County, pursuant to Section 32-1-204 (2), C.R.S., for the review of an amendment to the service plan for the Colorado Centre Metropolitan District; and

**WHEREAS**, a public hearing was held by the El Paso County Planning Commission on November 5, 2019, upon which date the Planning Commission did by formal resolution recommend approval of the subject Service Plan amendment with conditions and a notation(s); and

**WHEREAS**, on November 12, 2019, the Board ordered a public hearing to be held on the Service Plan; and

**WHEREAS**, notice of the hearing before the Board was duly published in *The El Paso County Advertiser and News* on October 23, 2019 as required by law; and

**WHEREAS**, notice of the hearing before the Board was duly mailed by first class mail, to interested persons, defined as: The owners of record of all property within the proposed Title 32 district as such owners of record are listed in the proposed service plan; and the governing body of any municipality or special district which has levied an ad valorem tax within the next preceding tax year, and which has boundaries within a radius of three (3) miles of the proposed district's boundaries; and

**WHEREAS**, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, the Board held a public hearing on the Service Plan for the District on November 12, 2019; and

**WHEREAS**, based on the evidence, testimony, exhibits, consideration of the master plan for the unincorporated area of the County, study of the proposed service plan for Click here to enter text. Metropolitan District, presentation and comments of the El Paso County Planning and Community Development Department and other County representatives, comments of public officials and agencies, and comments from all interested persons, and comments by the El Paso County Planning Commission during the hearing, this Board finds as follows:

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El Paso County, CO

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1. That the application for the service plan amendment for the Special District was properly submitted for consideration by the Planning Commission and Board of County Commissioners.
2. That proper publication and public notice were provided as required by law for the hearings before the Planning Commission and the Board of County Commissioners of El Paso County.
3. That the hearings before the Planning Commission and the Board of County Commissioners of El Paso County were extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested persons were heard at those hearings.
4. That all exhibits were received into evidence.
5. There is sufficient existing and projected need for organized service in the area to be served by the Special District.
6. Existing service in the area to be served by the Special District is inadequate for present and projected needs.
7. The proposed Special District is capable of providing economical and sufficient service to the area within the proposed boundaries.
8. The area to be included in the Special District has or will have the financial ability to discharge the proposed indebtedness on a reasonable basis.
9. Adequate service is not or will not be available to the area through the County, other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.
10. The facility and service standards of the Special District are compatible with the facility and service standards of each county within which the proposed Special District is to be located and each municipality which is an interested party.
11. The proposal is in substantial compliance with a Master Plan adopted pursuant to C.R.S. §30-28-106.
12. The proposal is in compliance with any duly adopted county, regional or state long-range water quality management plan for the area.
13. The amendment to the Special District will be in the best interests of the area proposed to be served.

**NOW, THEREFORE, BE IT RESOLVED** the El Paso County Board of County Commissioners, Colorado, hereby determines that the requirements of Sections 32-1-207, C.R.S., relating to the modification of a service plan for the Colorado Centre Metropolitan District have been fulfilled in a timely manner;

**BE IT FURTHER RESOLVED** the Board hereby approves the Service Plan amendment submitted for the Colorado Centre Metropolitan District, for property more particularly described in Exhibit A, which is attached hereto and incorporated by reference;

**AND BE IT FURTHER RESOLVED** that the following Conditions shall be placed upon this approval:

**CONDITIONS OF APPROVAL**

1. Any future annexation of territory by the District (any territory more than five (5) miles from the District boundary lines) shall be considered a material modification of the amended Service Plan and shall require prior Board of County Commissioners' approval.
2. The Districts shall provide a disclosure form to future purchasers of property in a form consistent with the approved Special District Annual Report form. Such notice shall be recorded with this service plan. With each subsequent final plat associated with the Ellicott Town Center development prepared by the developer, the developer shall provide written notation on the plat of this annually filed public notice and include reference to the El Paso County Development Services' website where the most up-to-date notice can be found. County staff is authorized to administratively approve updates of the disclosure form to reflect current contact information and calculations.
3. The Districts are expressly prohibited from creating separate sub-districts except upon prior notice to the Board of County Commissioners, and subject to the Board of County Commissioners right to declare such creation to be a material modification of the Service Plan, pursuant to C.R.S. § 32-1-1101(1)(f)(I).
4. Approval of this application shall not constitute relinquishment or undermining of the County's authority to require the developer to complete subdivision improvements as required by the Land Development Code and Engineering Criteria Manual and to require subdivision improvements agreements or development agreements and collateral of the developer at the final plat stage to guarantee improvements.
5. Any expansions, extensions, or construction of new facilities by the District will require prior review by the Development Services Department to determine if such actions are subject to the requirements of Appendix B of the Land Development Code, Guidelines and Regulations for Areas and Activities of State Interest (a.k.a.



"1041 Regulations). If it is determined that such regulations apply, then the District will be required to submit the appropriate development permit application(s) prior to construction.

## NOTATION

1. Approval of this Service Plan shall in no way be construed to infer a requirement or obligation of the Board of County Commissioners to approve any future land use requests for any property within the District's service area.

**AND BE IT FURTHER RESOLVED**, the record and recommendations of the El Paso County Planning Commission be adopted, except as modified herein.

**AND BE IT FURTHER RESOLVED** that a certified copy of this Resolution shall be filed in the records of the County and submitted to the petitioners for the purpose of filing in the District Court of El Paso County.

**AND BE IT FURTHER RESOLVED** that all resolutions or parts thereof, in conflict with the provisions hereof, are hereby repealed.

DONE THIS 12<sup>th</sup> day of November, 2019, at Colorado Springs, Colorado.

ATTEST:  
By:   
County Clerk & Recorder

The seal of El Paso County, Colorado, is circular. It features a central emblem with a mountain, a river, and a sun. The text "EL PASO COUNTY" is arched over the top, and "COLORADO" is arched over the bottom. In the center, it says "EST. 1861".

BOARD OF COUNTY COMMISSIONERS  
EL PASO COUNTY, COLORADO

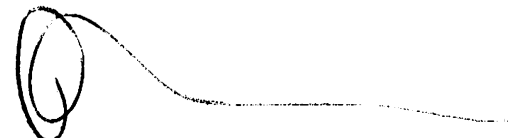
By:   
Chair

Exhibit A

LEGAL DESCRIPTION

**COLORADO CENTRE METROPOLITAN DISTRICT**

A tract of land being a portion of Section 35, Township 14 South, Range 65 West and Sections 2, 11, 12, 13, 14, 15, 16, 21, and 22, Township 15 South, Range 65 West, all of the Sixth Principal Meridian, El Paso County, Colorado, described as follows:

BEGINNING at the southwest corner of the Banning Lewis Ranch as Annexed into the City of Colorado Springs as recorded in Book 5557 at Page 405 of the records of El Paso County, Colorado;

Thence, N 00° 09' 02" E, 5160.70 feet;  
Thence, N 00° 15' 30" E, 3638.69 feet;  
Thence, N 00° 19' 58" E, 7067.27 feet;  
Thence, N 89° 56' 36" E, 4580.37 feet;  
Thence, N 89° 56' 39" E, 1529.05 feet;  
Thence, S 00° 04' 08" E, 49.50 feet;  
Thence, N 89° 55' 52" E, 49.50 feet;

Thence, N00° 43' 42" E, 49.50 feet;

Thence, N 89° 56' 36" E, 3063.85 feet;  
Thence, N 00° 36' 05" E, 2651.47 feet;  
Thence, N 89° 35' 16" E, 1333.25 feet;  
Thence, N 89° 55' 24" E, 2667.99 feet;  
Thence, S 00° 32' 11" W, 2651.65 feet;  
Thence, S 89° 50' 35" W, 338.33 feet;  
Thence, N 00° 32' 34" E, 33.60 feet;  
Thence, S 89° 58' 31" W, 2317.96 feet;  
Thence, S 89° 58' 57" W, 753.79 feet;  
Thence, S 04° 37' 33" E, 207.62 feet;  
Thence, S 37° 09' 04" W, 1605.00 feet;  
Thence, S 06° 25' 04" W, 2540.00 feet;  
Thence, S 89° 45' 38" E, 1964.45 feet;  
Thence, S 00° 11' 01" W, 1319.06 feet;  
Thence, S 00° 25' 10" W, 2642.22 feet;  
Thence, S 89° 53' 31" E, 2665.97 feet;  
Thence, N 89° 52' 37" E, 1323.82 feet;  
Thence, S 00° 28' 13" W, 2644.70 feet;  
Thence, N 89° 54' 19" E, 1323.81 feet;  
Thence, S 00° 13' 22" W, 2634.56 feet;

Thence, N 89° 58' 42" W, 2654.31 feet;

Thence, N 89° 48' 51" W, 5301.72 feet;

Page 6

Thence, S  $89^{\circ}56'35''$  W, 496.40 feet;

Thence, S  $89^{\circ}56'35''$  W, 210.20 feet;

Thence, S  $89^{\circ}56'35''$  W, 1927.50 feet;

Thence, S  $00^{\circ}09'37''$  W, 2666.48 feet;

Thence, S  $89^{\circ}55'53''$  W, 2631.56 feet;

Thence S  $89^{\circ}50'47''$  W, 2645.88 to the POINT OF BEGINNING.

AREA = 4,183 acres more or less.

## SERVICE PLAN AMENDMENT

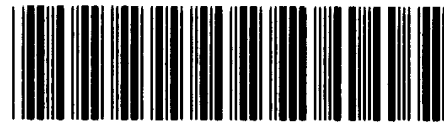
### COLORADO CENTRE METROPOLITAN DISTRICT

1. Amend the first sentence of Section 1.0 (Introduction) of Part I to read as follows (with proposed changes in **bold text** and ~~striketrough-text~~):

It is intended that the ~~proposed~~ Colorado Centre Metropolitan District provide the following services and/or facilities: water, wastewater, storm sewer and drainage, **fire protection**, streets, street lights, traffic signals, bridges, parks and recreation, mosquito control and safety protection.

Chuck Broerman  
10/18/2018 09:18:35 AM  
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Rec \$598.00 Pages

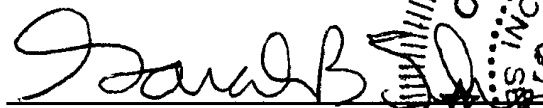
El Paso County, CO



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I, Sarah B. Johnson, City Clerk of the City of Colorado Springs, Colorado, do hereby certify that the foregoing is a true and correct copy of Resolution No. 36-18, adopted by the City Council of the City of Colorado Springs, Colorado on the 24<sup>th</sup> day of April, 2018, the original of which is on file in the City Clerk's Office.

Dated at Colorado Springs, Colorado, this 28<sup>th</sup> day of September, 2018.

  
Sarah B. Johnson, City Clerk



**CITY LAND DEVELOPMENT  
HOLD FOR PICK UP**

## RESOLUTION NO. 36-18

### A RESOLUTION APPROVING AN AMENDED AND RESTATED BANNING LEWIS RANCH ANNEXATION AGREEMENT

WHEREAS, the City Council of the City of Colorado Springs ("City") previously approved the annexation of property within the area commonly known as Banning Lewis Ranch, a portion of which remains undeveloped (the "Property") by City Council Ordinance Nos. 88-112, 88-113, 88-114, 88-115, 88-116, 88-117, 88-118, 88-119, 88-120, 04-130, 04-132, 04-141, 04-143, 04-145, 04-147, 04-149, 04-151, 04-153, 04-155, 04-158, 04-160, and 04-208; and

WHEREAS, as a result of the annexations, the Property is subject to that certain Annexation Agreement dated September 23, 1988, by and between nineteen (19) annexors and the City of Colorado Springs, often referred to, and referred to herein, as the "Aries Annexation Agreement", which such Aries Annexation Agreement was recorded in the records of the El Paso County Clerk and Recorder's Office at Book 5557, page 405; and

WHEREAS, the terms of the Aries Annexation Agreement were incorporated into the annexation agreements for Banning Lewis Ranch Annexation Nos. 8 through 20 and the Aries Annexation Agreement and the annexation agreements for Banning Lewis Ranch Annexation Nos. 8 through 20, are collectively referred to herein as the "Original Annexation Agreement"; and

WHEREAS, the terms of the Original Annexation Agreement are no longer reflective of current City policies for annexations and land development within the City and have been an impediment to the development of the Property; and

WHEREAS, City Council finds that it is in the best interest of the taxpayers of the City of Colorado Springs and the ratepayers of Colorado Springs Utilities to amend and restate the Original Annexation Agreement to make it reflective of current City policies for new annexations and land development within the City; and

WHEREAS, the City has worked with certain owners of the Property to develop terms for an Amended and Restated Banning Lewis Ranch Annexation Agreement (the "Amended Agreement") that is consistent with current City policies for new annexations and land development, which such Amended Agreement is attached hereto and incorporated herein by reference as Attachment 1; and

WHEREAS, the City performed an economic and fiscal impact analysis which indicates that development of Banning Lewis Ranch in the manner anticipated in the Amended Agreement is likely to result in substantial net revenue for the City and its enterprises, including its utility enterprise, Colorado Springs Utilities; and

WHEREAS, the City Council further recognizes that approval of the Amended Agreement is necessary to facilitate development of the Property and that without such approval, the Property is unlikely to be developed; and


WHEREAS, the City Council has determined that if the Property fails to develop, development will occur outside of the City, requiring the use of limited City resources without a corresponding increase in City revenues.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS:**


Section 1. The City Council hereby approves the Amended and Restated Banning Lewis Ranch Annexation Agreement attached hereto and incorporated herein by reference as Attachment 1. The Amended and Restated Banning Lewis Ranch Annexation Agreement shall be effective on the date set forth in the Agreement.


Section 2. The City Council hereby authorizes the Mayor of the City of Colorado Springs to execute the Amended and Restated Banning Lewis Ranch Annexation Agreement.

DATED at Colorado Springs, Colorado, this 24<sup>th</sup> day of April, 2018.

  
\_\_\_\_\_  
Council President

ATTEST:

  
\_\_\_\_\_  
Sarah B. Johnson, City Clerk



## ATTACHMENT 1

Approved  
4/24/2018**AMENDED AND RESTATED  
BANNING LEWIS RANCH ANNEXATION AGREEMENT**

THIS AMENDED AND RESTATED BANNING LEWIS RANCH ANNEXATION AGREEMENT ("Amended Agreement"), dated this 24th day of April, 2018, is between the City of Colorado Springs, a home rule city and Colorado municipal corporation ("City"), and the owners of the Property, as defined below, which are listed on Exhibit "A" attached hereto and incorporated herein (each an "Owner" and collectively "Owners" or "Property Owners").

I.  
INTRODUCTION

The Owners own all of the real property located in El Paso County, Colorado, identified and described on the legal description attached as Exhibit "B" (the "Property"). The Property was annexed into the City of Colorado Springs by City Council Ordinances Nos. 88-112, 88-113, 88-114, 88-115, 88-116, 88-117, 88-118, 88-119, 88-120, 04-130, 04-132, 04-141, 04-143, 04-145, 04-147, 04-149, 04-151, 04-153, 04-155, 04-158, 04-160, and 04-208. As a result of those annexations, the Property is subject to that certain Annexation Agreement dated September 23, 1988, by and between nineteen (19) annexors and the City of Colorado Springs, often referred to as the "Aries Annexation Agreement" and referred to herein as the "Aries Annexation Agreement"; which was recorded in the records of the El Paso County Clerk and Recorder's Office at Book 5557 page 405. The terms of the Aries Annexation Agreement were incorporated into the annexation agreements for Banning Lewis Ranch Annexation Nos. 8 through 20. The Aries Annexation Agreement and the annexation agreements for Banning Lewis Ranch Annexation Nos. 8 through 20 are referred to herein collectively as the "Original Annexation Agreement". The Original Annexation Agreement was the subject of litigation. The litigation was resolved by Settlement Agreement that clarified several of the obligations in the Original Annexation Agreement. The District Court issued an order approving the Settlement Agreement, under which the City was required to conduct a study of the shared infrastructure obligations and to develop a method to equitably apportion the costs and reimbursements of the identified shared infrastructure among the Owners. The City conducted the study and developed a method to equitably apportion the development costs and reimbursements ("Shared Obligation Study"). One additional agreement has been entered into affecting the Property pursuant to the above agreements, which is identified on Exhibit "C" hereto and referred to as the "Related Agreement" herein. As a result of the continued litigation and the lack of development on the Property over the years since the annexation in 1988, the Owners and the City agreed to review the Original Annexation Agreement and the Shared Obligation Study and the Related Agreement to determine whether modifications would be beneficial to both sides.

The Owners believe that the obligations as outlined in the Original Annexation Agreement are too onerous and inhibit development of the Property. The City believes it would benefit from the development of the Property in many ways, including increased utility and tax revenue. Therefore, a small group of the Owners that own the majority of the Property and the City have renegotiated the terms of the Original Annexation Agreement for the purposes of (1) making development of the Property equal in terms of development charges with development in other parts of the City, and (2) ensuring that the City does not subsidize development of the Property and development of the Property does not subsidize the City. This Amended Agreement represents the terms reached through those settlement negotiations. As such, both the City and Owners wish to and do hereby (i)



terminate the Related Agreement, and (ii) amend and restate the Original Annexation Agreement in its entirety as stated herein to help ensure the Property's orderly and efficient development.

This Amended Agreement is entered into pursuant to the provisions of Section 8 of that certain Order and Judgment of the El Paso County District Court recorded on March 16, 2005 at Reception No. 205037381, records of El Paso County, Colorado. Provided however, there are certain parts of the Property that have already been developed in compliance with the Original Annexation Agreement. The parties hereto agree that any Owner that has fully performed its obligations under the Original Annexation Agreement with respect to property platted prior to the date of this Amended Agreement has no further obligations under the Original Annexation Agreement or under this Amended Agreement with respect to such property. In addition, those properties are not entitled to any additional benefits under the Original Annexation Agreement or this Amended Agreement other than those benefits to which all properties within the boundaries of the City are entitled.

As used in this Amended Agreement, "City Code" means those provisions of the City's Charter, City of Colorado Springs Code, 2001, as amended, Utilities Tariffs, Utilities Rules and Regulations, Utilities Line Extension Service Standards, and Policies as they now exist or may be subsequently amended to the extent all of the foregoing are uniformly applicable throughout the City, provided any fees or other charges assessed pursuant to them do not exceed similar charges uniformly applicable throughout the City, except utility recovery agreement charges assessed in accordance with City Code. Any provisions of the City's code, utilities tariffs, utilities rules and regulations and policies as they now exist or may be subsequently amended which are not uniformly applicable throughout the City, including, but not limited to, any Banning Lewis Ranch specific provisions, shall have no applicability to the Property after the effective date of this Amended Agreement, and shall not be included in the definition of City Code as that term is used in this Amended Agreement.

In consideration of the mutual covenants contained in this Amended Agreement, the receipt and sufficiency of which are acknowledged by each of the parties, the City and Owners agree as follows:

## II. LAND USE

Subject to Article III below, development of the Property will be generally consistent with the approved master plan or an amended master plan approved in accord with City Code (the "Master Plan"). Master Plan amendments shall be accompanied by a fiscal impact analysis performed by the City, as required by City Code.<sup>1</sup>

## III. ZONING

The City agrees that the Owners' Property shall retain its current zoning as exists on the effective date of this Amended Agreement in accordance with the City Code. Prior to any development occurring on any Owner's portion of the Property, if an Owner wants to develop its portion of the Property inconsistent with the current zoning, the Owner of such property will seek City approval of a rezoning of such property to an appropriate

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<sup>1</sup> Pursuant to Chapter 7, Article 5 of City Code, major Master Plan amendments must be accompanied by a fiscal impact analysis. The criteria for determining whether a Master Plan amendment is major or minor are set forth in City Code.

new zone (s) in accordance with the City's zoning regulations. All zoning requests will be accompanied by a concept plan, or a similar plan as required by City Code at the time of submittal. Any such rezoning requests must be for a minimum of 300 contiguous acres, except when an ownership interest is less than 300 contiguous acres, the entire contiguous ownership interest must be included in the rezoning request.

The City will not impose any conditions for approval of any land use applications that are inconsistent with City Code and the requirements of this Amended Agreement. Owners acknowledge and understand that the City Council shall in all cases determine what an appropriate zone or condition of the approval is for the Property so long as such are consistent with City Code and this Amended Agreement.

A development agreement meeting the requirements of Chapter 7, Article 9, part 2 of the City Code shall be required with each requested rezoning to specify development requirements as outlined in this Amended Agreement and City Code, provided such does not impose any conditions or obligations on the property involved in excess of what is allowed under City Code uniformly applied throughout the City. If rezoning is not required, a development agreement will be required with a concept plan application and may be amended with the approval of a development plan, or if a concept plan is not required, then a development agreement will be required with the development plan application. In addition, a development plan approved in accordance with City Code shall be required for any development of all or any portion of the Property after the effective date of this Amended Agreement.

#### IV. PUBLIC FACILITIES

A. General. As land is annexed into the City it is anticipated that land development will occur. In consideration of this land development, the City requires public facilities and improvements to be designed, extended, installed, constructed, dedicated and conveyed as part of the land development review and construction process. Public facilities and improvements are those improvements to property which, after being constructed by the Owners and accepted by the City, shall be maintained by the City or another public entity, including but not limited to a metropolitan district, special district, public improvement district, or intergovernmental authority. In limited cases, such improvements may be constructed or maintained by public improvement corporations or other non-governmental entities so that they do not create a financial burden upon the City. Generally, the required public facilities and improvements and their plan and review process, design criteria, construction standards, dedication, conveyance, cost recovery and reimbursement, assurances and guaranties, and special and specific provisions are addressed in Chapter 7, Article 7 of the City Code as modified by this Amended Agreement (the "Subdivision Code"). Public facilities and improvements include but are not necessarily limited to: (1) Utility facilities and extensions for water, wastewater, fire hydrants, electric, gas, streetlights, telephone and telecommunications (for water, wastewater, gas and electric utility service, refer to Chapter 12 of the City Code and Section V. "Utilities Services" of this Amended Agreement.); (2) Highways, streets, alleys, traffic control, sidewalks, curbs and gutters, trails and bicycle paths; (3) Drainage facilities for the best management practice to control, retain, detain and convey flood and surface waters; (4) Arterial roadway bridges; (5) Parks; (6) Schools; and (7) Other facilities and improvements warranted by a specific land development proposal.

It is understood that all public facilities and improvements shall be subject to the provisions of the Chapter 7, Article 7 of the City Subdivision Code, unless otherwise specifically provided for under the terms and

provisions of this Amended Agreement or an applicable development agreement. Those specifically modified public facilities and improvements provisions are as follows:

B. Metropolitan Districts. The parties acknowledge that metropolitan districts are subject to the requirements of Colorado law and City Code, including the City's Special District Policy.

1. Banning Lewis Ranch Regional Metropolitan District. As a condition to its approval of this Amended Agreement, City Council has approved a restructuring of the Banning Lewis Ranch Regional Metropolitan District and its service plan in a manner consistent with this Amended Agreement and has also approved a resolution terminating the Modified and Restated Wastewater Facilities Participation Utilization and Service Agreement recorded February 20, 2009 at Reception No. 209017179, records of El Paso County, Colorado as subsequently amended and/or assigned, together with all intergovernmental agreements entered into pursuant to it (the "Wastewater Agreement") in its entirety.
2. Future Districts. The parties anticipate that some Owners will seek formation of special districts as part of future development of the Property. The City will review applications for such districts upon request of the Owner involved and in accordance with applicable Colorado law, City Code and the City's Special District Policy.

C. Streets, Bridges and Traffic Control. Unless otherwise expressly agreed to the contrary elsewhere in this Amended Agreement, the Owners agree to construct, at the Owners' expense and in accordance with City Code, all those highway, street, bridge and/or traffic improvements adjacent to or within the portion of the Property owned by them. These improvements shall also include mutually acceptable dedications of right-of-way and easements, and extension and widening of highways, streets and right-of-way.

1. On-Site or Adjacent Streets The City will act on requests to vacate excess portions of rights-of-way previously dedicated which are no longer needed as determined by PUD and future rezonings as provided by this Amended Agreement, including any previously dedicated rights-of-way for Banning Lewis Parkway in excess of one hundred forty-two feet (142'), in accordance with the City's legislative process for vacating rights-of-way. Vacations under this Section will be considered upon request from the Owner involved after the applicable PUD (or other zoning as provided in Section III above) has been approved by City Council. No vacation shall result in any Owner being denied all reasonable access to his property from a roadway included in the transportation plan. No vacation shall be approved unless all matters regarding fees and credits collected, granted or applied at the time of, or in connection with, the original dedication are resolved to the City's satisfaction.
2. Traffic Control Devices. Traffic and street signs, striping, and traffic control devices, and landscaped medians and permanent barriers, together with all associated conduit for all streets within or contiguous to the Property as determined necessary by the City will be provided in accord with City Code and may be outlined in a future development agreement for each zoning or rezoning of the Property. Installation of traffic signals may be deferred until after proposed development warrants signals, as determined by the City Traffic Engineer applying the criteria set forth in the Manual on Uniform Traffic Control Devices in use at the time or other nationally accepted standard. Once any intersection meets the specified criteria, the City will notify the

Owners of the portion of the Property involved in writing and the traffic device involved thereupon shall be installed as provided by City Code.

D. Drainage. The Sand Creek Drainage Basin and the Jimmy Camp Creek Drainage Basin are both located on the Property. Subject to required approvals, Sand Creek Drainage Basin and the Jimmy Camp Creek Drainage Basin as contained on the Property may each be developed as separate "closed basins," with Owners being responsible, at their sole cost, to construct such storm water control systems and "Best Management Practices" ("BMPs"), drainage detention and other related facilities in conformance with the City's then-current Drainage Criteria Manual and the applicable drainage basin planning studies so as to discharge stormwater from the Property onto adjacent and downstream properties at no more than historic flows as to location, quantity and velocity. Owners will amend any existing drainage basin planning studies affecting their Property and seek the required approvals as necessary to implement this "closed basin" concept, including closure of tributary and sub-basins. In recognition of developing as "closed basin" systems, the Property shall not be subject to any additional requirement for payment of drainage fees under City ordinances. Upon receipt of appropriate approvals of the modification of the drainage basin studies showing "closed" drainage basins, the City will act on requests to convey to the applicable Owners, or vacate, any land previously dedicated to the City for drainage facilities no longer needed pursuant to the "closed basins" drainage systems. In exchange for such conveyances, any credits received by the Owners for previously-dedicated property that is conveyed pursuant to this Section will be cancelled, with any deficiency in otherwise payable fees being adjusted accordingly.

The Owners agree to maintain the detention/water quality ponds and storm water control systems and channels until areas tributary to those facilities are stabilized. Once the tributary areas are stabilized and the facilities are finally accepted by the City pursuant to City Code, the City will take ownership of the storm water control systems, channels and the areas within the detention/water quality ponds that may include items such as the trickle channels, forebays, micropools, orifice plates, trash racks and outlet structures. The Owners agree to maintain the perimeter of, and side slopes into, the detention/water quality ponds.

E. Parks

1. Dedication. Dedication of land for parks, trails and/or open space or payment of fees in lieu of the dedication shall be required in accordance with City Code at the time of submittal of an application for a concept plan or development plan, if not previously dedicated or paid. When offered to the City, open space dedications shall be assessed pursuant to the Park Site Dedication Ordinance (City Code Chapter 7, Article 7, Part 12). If the Parks and Recreation Advisory Board determines that the offered open space meets the assessment criteria and wishes to accept the dedicated open space, the dedicated open space shall be granted at least 50% credit toward the park dedication requirement. No more than 50% of the parkland dedication requirement for any Owner's property may be satisfied by open space credits granted pursuant to this Amended Agreement. However, an Owner may elect to receive credit for open space as provided in the then applicable City Code and policy in lieu of the above provisions. Owners may submit and the City may approve a comprehensive parks, trails and open space master plan for Banning Lewis Ranch, or any portion thereof, in accordance with the applicable parks master plan review criteria establishing general location and size of parks, trails and open space areas, and access thereto from public rights of way. Upon approval by the City, such plan will be used for dedication of land with concept plan or development plan

submittals. The acreage of the Jimmy Camp Creek Park shall be included in determining the total regional and community (but not neighborhood) park requirements for the Property pursuant to City Code, but no Owner will be entitled to a credit against future park dedication or fee-in-lieu of dedication requirements on account of the prior donation of Jimmy Camp Creek Park. Land dedicated for neighborhood parks will be platted and platting fees therefor paid by the Owner involved. Land for parks which are not required pursuant to a particular development (larger than a neighborhood park) will not be required to be platted by the Owner.

Owners agree to provide by deed or easement sufficient right-of-way, to the extent owned by Owners, not to exceed the City's standard trail configurations for a multi-use trail in the Jimmy Camp Creek Drainage Basin and for the Rock Island Loop as shown in the Master Plan.

2. Vacation. The City will act on requests to vacate excess trail corridors previously dedicated which are in excess of the City's standard trail configurations. Vacations under this Section will be made upon request from the Owner involved after PUD (or other applicable zoning) has been approved by City Council.

F. Schools: School site dedications or fees in lieu will be determined in accordance with City Code. When it is determined that land is to be dedicated (rather than fees paid), the land identified for the school site will be reserved by the Owner until the school district indicates that it is prepared to develop the school site for school purposes, at which time the Owner will convey the school site to the school district free of any monetary encumbrances. If no development activity has occurred on the reserved property within fifteen (15) years of reservation, upon the request of Owner, the City will coordinate with the school district to determine future use of the reserved property. If the school district determines reserved property is no longer needed for school purposes, then the land involved will no longer be reserved for school purposes and the then-applicable fees in lieu for the portion of the Property involved will be paid as provided by City Code.

G. Improvements Adjacent to Park and School Lands. Streets and other required public improvements adjacent to park and school lands dedicated within the Property will be designed and constructed by the Owners, subject to reimbursement as provided by City Code.

H. Airport/Aviation Easements. Owners agree to provide an aviation easement to apply to all the Property which lies under the Part 77 approach surfaces as defined by the Federal Aviation Administration prior to platting any Property impacted by aircraft traffic as determined by the City's Director of Aviation. Such aviation easement shall be provided upon a form acceptable to the City.

## V. UTILITY SERVICES

A. Colorado Springs Utilities' Services: As the City's utility enterprise, Colorado Springs Utilities' ("CSU") water, non-potable water, wastewater, electric, streetlight, and natural gas services ("Utility Service" or together as "Utility Services") are available to eligible customers upon connection to CSU's facilities or utility systems on a "first-come, first-served" basis, provided that (among other things) the City and CSU determine that the applicant meets all applicable requirements of the City Code and CSU Tariffs, Utilities Rules and Regulations ("URRs"), and Line Extension and Service Standards ("Standards") for each application for Utility Service. In addition, the availability of Utility Services is contingent upon the terms detailed herein and the dedication of

real and personal property, public rights-of-way, private rights-of-way, or easements that CSU determines are required for the extension of any proposed Utility Service from CSU's system facilities that currently exist or that may exist at the time of the proposed extension.

Owners shall ensure that the connections and/or extensions of Utility Services to the Property are in accordance with City Code and CSU's Tariffs, URRs, and Standards, and Pikes Peak Regional Building Department codes in effect at the time of Utility Service connection and/or extension. Extensions or utility system improvements that are necessary to provide Utility Services to the Property or to ensure timely development of integrated utility systems serving the Property and areas outside the Property as determined by CSU shall be provided as specified in City Code, except as expressly modified by this Amended Agreement. Owners further acknowledge that such connection requirements shall include Owners' payment of all applicable development charges, recovery-agreement charges, advance recovery-agreement charges, aid-to-construction charges and other fees or charges applicable to the requested Utility Service as provided by City Code. Because recovery agreement charges, advance recovery-agreement charges, and aid-to-construction charges may vary over time and by location, Owners are responsible for contacting CSU's Utilities Development Services to ascertain which fees or charges apply to the Property in advance of development of the Property.

Owners acknowledge that annexation of the Property does not imply a guarantee of Utility Service supply or capacity, and CSU does not guarantee Utility Service to the Property until such time as permanent service is initiated and approved. Accordingly, no specific allocations or amounts of Utility Services, facilities, capacities or supplies are reserved for the Property or Owners upon annexation, and the City and CSU make no commitments as to the availability of any Utility Service at any time in the future. Furthermore, CSU may require Owners to enter into CSU-approved Utility Service developer agreements to further define and identify the facilities needed to serve the Property and Owners' responsibilities related to such facilities.

B. Dedications and Easements: Notwithstanding anything contained in Article XI, of this Amended Agreement to the contrary, Owners, at Owners' sole cost and expense, shall dedicate or convey by recorded document, all property (real and personal) and easements that CSU determines are required for all utility-system facilities necessary to serve the Property or to ensure development of an integrated utility system.

Owners shall provide CSU all written, executed conveyances prior to platting or prior to the development of the Property as determined by CSU in its sole discretion.

Further, all dedications and conveyances of real property must comply with the City Code shall be subject to CSU's environmental review. Neither the City nor CSU has any obligation to accept any real property interests. All easements by separate instrument shall be conveyed using CSU's then-current Permanent Easement Agreement form with such modifications as may be reasonably required and appropriate to reflect current or planned site conditions and development.

If Owners, with prior written approval by CSU, relocate, require relocation, or alter any existing utility facilities within the Property, then the relocation or alteration of these facilities shall be at the Owners' sole cost and expense. If CSU, in its sole discretion, determines that Owners' relocation or alteration requires new or updated easements, Owners shall convey those easements prior to relocating or altering the existing utility facilities using CSU's then-current Permanent Easement Agreement form without modification. CSU will only



relocate existing gas or electric facilities during time frames and in a manner that CSU determines will minimize outages and loss of service.

C. Extension of Utility Facilities by CSU:

1. Electric and Gas Facilities: Subject to the provisions of this Article and City Code, CSU will extend electric and gas service to the Property if CSU, in its sole discretion, determines that there will be no adverse effect to any Utility Service or utility easement. Owners shall cooperate with CSU to ensure that any extension of gas or electric facilities to serve the Property will be in accordance with City Code. Notwithstanding anything else in this paragraph to the contrary, in the event any of the Property is receiving electric utility service from an electric service provider other than CSU as of the date of this Amended Agreement, Owners agree to pay the then-current electric service provider for the costs specified in C.R.S. §§ 40-9.5-204 (1) (a) and 40-9.5-204 (1) (b) within 30 days of receipt of an invoice for such costs.
2. Water and Wastewater Facilities: In accordance with City Code, CSU shall be responsible for the construction of centralized water and wastewater treatment facilities needed to serve the Property. In the event CSU or other developers design and construct other water or wastewater system improvements CSU determines are needed to serve the Property, Owners shall be required to pay cost recovery for the engineering, materials, and installation costs incurred by CSU or the other developer in its design, construction, upgrade, or improvement of any water pump stations, water suction storage facilities, water transmission and distribution pipelines, or other water system facilities and appurtenances and any wastewater pump stations, wastewater pipeline facilities, or other wastewater collection facilities and appurtenances. For the purpose of this Agreement, interceptor lines, or those collection mains located outside of the City to which there are no CSU connections other than the initial connections to the CSU wastewater system, shall be considered centralized wastewater treatment facilities. Notwithstanding the above, if the additional wastewater system improvements are necessitated by extension of City wastewater services to land outside the City limits as of the Effective Date of this Amended Agreement, or to a change of land use for land within the City, but outside the Property, Owners shall not be required to contribute to the cost of those wastewater system improvements, except pursuant to cost recovery agreements with third parties for wastewater improvements installed by those third parties which provide wastewater capacity to Owners.

D. Water System Extensions by Owners: Owners must extend, design, and construct all City-owned potable and non-potable water system facilities and appurtenances to and within the Property in accordance with City Code in effect at the time of each specific request for water or wastewater service. Consistent with City Code § 7.7.1102 (B), Owners shall complete the design and installation and obtain preliminary acceptance of such utility facilities prior to CSU's approval of Owners' water service requests.

E. Wastewater System Extensions. Except as otherwise provided for in this Amended Agreement, Owners shall construct, at their expense, all wastewater collection mains and service lines as provided by City Code, and may enter into cost recovery agreements with CSU for these lines as provided in City Code. All the Property outside the Jimmy Camp Creek basin shall be required to pay an advance recovery charge of \$469.00 per single family equivalent unit toward the cost of off-site facilities required for the property involved. This payment will be due, and may be increased, as provided by City Code. All funds held by CSU in the

escrow account established by Section VIII(B)(2) and (3) of the February 10, 2009 "Modified and Restated Wastewater Facilities Participation, Utilization and Service Agreement" will be released to CSU. Notwithstanding the above requirements, CSU agrees that it may share in the cost of the Deep Pipe Diversion and Zig Zag Main identified in Exhibit "D" attached hereto and incorporated herein by reference (the "Utilities' Wastewater System Improvements") if such improvements have been determined to provide a benefit to CSU by reducing demand on existing wastewater facilities.

F. Interim Utility Facilities and Service: In some instances, it may be in the interest of the Owners and the City to construct interim facilities to serve development within the Property until such time as the Property may be feasibly served by permanent facilities. For purposes of this paragraph, "interim facilities" include those that do not conform to CSU's long-range system master plan(s), as well as those needed to connect the Property to facilities of another utility service provider, so long as service is approved by CSU. In the event interim facilities are required to serve the Property, the Owners will dedicate any required land or easements and are responsible for the full cost of the interim facilities on a non-refundable basis. Land dedicated for interim facilities shall revert to the Owners if CSU determines that such land is no longer required for interim or permanent Utility Service. Any interim facilities will comply with all applicable requirements of City Code and Colorado law.

G. Southeastern Colorado Water Conservancy District: CSU and Owners acknowledge that the Property should have previously been included within the boundaries of the Southeastern Colorado Water Conservancy District ("District") as required by C.R.S. § 37-45-136 (3.6), and the rules and procedures of the District. In the event it is determined that any portion of the Property is not within the District, the Owners shall be responsible for taking all actions required for inclusion of that portion of the Property into the boundaries of the District, including but not limited to, any action required to obtain consent to inclusion from the United States Bureau of Reclamation. The Owners acknowledge that water service for any portion of the Property will not be provided by CSU until such time as CSU has confirmed with the District and/or the United States Bureau of Reclamation that the portion of the Property has been included within the boundaries of the District. The Owners further acknowledge that following inclusion into the District, the Property shall be subject to a property tax mill levy imposed by the District.

H. Water Rights: The City and the Property Owners acknowledge that all right, title, and interest to any and all groundwater underlying or appurtenant to the Property and any and all other water rights appurtenant to the Property (collectively, the "Water Rights"), including but not limited to the rights listed on Exhibit "E", were previously granted to the City as part of the Original Annexation Agreement. By executing this Agreement, Owners confirm such grant.

Pursuant to C.R.S. § 37-90-137(4), as now in effect or hereafter amended, and as previously acknowledged in the Original Annexation Agreement, on behalf of Owners and all successors in title, Owners previously irrevocably consented to the appropriation, withdrawal and use by the City of all groundwater underlying or appurtenant to and used upon the Property.

In the event the City chooses to use or further develop the Water Rights conveyed, Owners agree to provide any and all easements required by the City prior to the construction and operation of any City well or water rights related infrastructure on the Property. Wells constructed by the City outside the Property may withdraw groundwater under Owners' Property without additional consent from Owners.



CSU and the City agree that Owners may construct and use any wells or groundwater now or hereafter developed by Owners for agricultural uses on or within the Property. Owners may also construct and use additional groundwater wells on the Property in accordance with Colorado law and City Code for non-potable, non-residential purposes, including for parks, commonly owned or maintained landscaping, golf courses and other recreational areas, and non-potable industrial uses, such as evaporative cooling. The City will provide augmentation service for any such groundwater use as required by state law pursuant to its existing augmentation decrees, and the Owners of the Property using the groundwater will pay CSU rates and charges therefor in accordance with the applicable CSU Tariff. No commingling of well and City water supply will be permitted, unless otherwise approved by Utilities.

I. Limitation of Applicability: The provisions of this Amended Agreement set forth the requirements of the City and CSU in effect at the time of the annexation of the Property. These provisions shall not be construed as a limitation upon the authority of the City or CSU to adopt different ordinances, rules, regulations, resolutions, policies or codes which change any of the provisions set forth in this Amended Agreement so long as these conform to the definition of City Code contained in Section I of this Agreement.

VI.  
FIRE PROTECTION

The Owners acknowledge that portions of the Property may be located within the boundaries of the Falcon Fire District or the Cimarron Hills Fire District (the "Fire Districts") and is subject to property taxes payable to the Fire Districts for its services. The Owners further acknowledge that, after annexation of the Property to the City, the Property will continue to remain within the boundaries of the Fire Districts until such time as the Property is excluded from the boundaries of the Fire Districts. After annexation of the Property to the City, fire protection services will be provided by the City through its Fire Department and by the Fire Districts unless and until the Property is excluded from the Fire Districts. After annexation, the Property will be assessed property taxes payable to both the City and the Fire Districts until such time as the Property is excluded from the boundaries of the Fire Districts.

The Owners understand and acknowledge that the Property may be excluded from the boundaries of the Fire Districts under the provisions applicable to special districts, Article 1 of Title 32 C.R.S., and as otherwise provided by law. Upon request by the City, the person who owns the Property at the time of the City's request agrees to apply to the Fire Districts for exclusion of the Property from the Fire Districts. The Owners understand and acknowledge that the Owners, their heirs, assigns and successors in title are responsible for seeking any exclusion from the Fire Districts and that the City has no obligation to seek exclusion of any portion of the Property from the Fire Districts, nor to bear any responsibility for the indebtedness of the Fire Districts or otherwise be responsible for the obligations of the Districts.

VII.  
FIRE PROTECTION FEE

Unless otherwise provided by City Code, the Owners agree to pay a fee of \$1,631.00 per gross acre (the "Fire Protection Fee") of the Property as Owner's share of the capital costs of new fire stations and the initial apparatus purchases required to service the Property as well as adjacent areas of future annexation. The Fire Protection Fee shall be subject to a yearly escalation factor, as determined by the City, equal to the increase in the City of Colorado Springs Construction Index, or in the event such index is no longer published or available,

a comparable index, from the date of this Amended Agreement. The Fire Protection Fee shall be due and payable upon issuance of a building permit. As each plat of portions of the Property is approved, the Planning Director will determine the per-building permit fee for that plat, based on the then applicable per-acre Fire Protection Fee and the acreage of residential, commercial and industrial land within the plat and the densities provided for in that plat. The per-building permit fee will then be subject to annual escalation in the same manner as the Fire Protection Fee. All or a portion of the Fire Protection Fee may be waived if an Owner dedicates or has dedicated land for a new station. The amount of the Fire Protection Fee that will be waived will be based on the acreage of the site dedicated times the then current per-acre value used to establish park and school in-lieu fees pursuant to City Code. The City agrees as future annexations occur within the service area of the proposed fire station, the owners of future annexations will be required to pay the same per-acre Fire Protection Fee to the City as is then applicable to the Property. All Fire Protection Fees collected from platting the Property will be held by the City in a restricted account which may be used only for acquisition, construction and equipping fire stations within the Property.

VIII.  
POLICE SERVICE FEE

Unless otherwise provided by City Code, the Owners agree to pay a fee of \$677.00 per gross acre (the "Police Service Fee") of the Property as Owner's share of the capital costs of new police stations and the initial equipment purchases required to service the Property as well as adjacent areas of future annexation. The Police Service Fee shall be subject to a yearly escalation factor, as determined by the City, equal to the increase in the City of Colorado Springs Construction Index, or in the event such index is no longer published or available, a comparable index, from the date of this Amended Agreement. The Police Service Fee shall be due and payable upon issuance of a building permit. As each plat of portions of the Property is approved, the Planning Director will determine the per-building permit fee for that plat, based on the then applicable per-acre Police Service Fee and the acreage of residential, commercial and industrial land within the plat and the densities provided for in that plat. The per-building permit fee will then be subject to annual escalation in the same manner as the Police Service Fee. All or a portion of the Police Service Fee may be waived if an Owner dedicates or has dedicated land for a new station. The amount of the Police Service Fee that will be waived will be based on the acreage of the site dedicated times the then current per-acre value used to establish park and school in-lieu fees pursuant to City Code. The City agrees as future annexations occur within the service area of the proposed police station, the owners of future annexations will be required to pay the same per-acre Police Service Fee to the City as is then applicable to the Property. All Police Service Fees collected from platting the Property will be held by the City in a restricted account which may be used only for acquisition, construction and equipping police stations within the Property.

IX.  
PUBLIC LAND DEDICATION

Owners shall provide City all written and executed instruments necessary or desirable to effect conveyances prior to platting or prior to the development of the Property as determined by City in accordance with this Amended Agreement. Owners shall pay all fees and costs applicable to and/or associated with the dedication to the City as required by City Code and this Amended Agreement, and all fees and costs associated with the conveyance of real property interests, including but not limited to, Phase 1 and Phase 2 environmental assessments, closing costs, title policy fees, and recording fees for any and all deeds, correction deeds, permanent or temporary easement documents, or other required documents. Except as otherwise provided in

this Amended Agreement, dedicated and/or deeded properties and easements are not, and shall not be, subject to refund or reimbursement and shall be deeded or dedicated to the City free and clear of any liens or encumbrances, with good and marketable title and otherwise in compliance with City Code § 7.7.1802 and *The City of Colorado Springs Procedure Manual for the Acquisition and Disposition of Real Property Interests*.

Further, all dedications and conveyances of real property must comply with the City Code, and shall be subject to City or CSU's environmental review.

Except as otherwise provided herein, Owners agree that all land dedicated or deeded to the City for municipal or utility purposes, including neighborhood park sites and excluding regional and community parks and open space, shall be platted and all applicable development fee obligations paid. Except as otherwise provided herein, all fees that would be applicable to the platting of land that is to be dedicated to the City shall be paid by Owners. Except as otherwise provided herein, fees will be required on the gross acreage of land dedicated as of the date of the dedication in accord with the fee requirements in effect as of the date of the dedication. Except as provided above, all dedications shall be platted by the Owners prior to conveyance, unless waived by the City.

In addition, any property dedicated by deed shall be subject to the following:

- A. All property deeded to the City shall be conveyed by Warranty Deed.
- B. Owners shall convey the property to the City within thirty (30) days of the City's written request.
- C. Any property conveyed to the City shall be free and clear of any liens and/or encumbrances.
- D. All property taxes levied against the property shall be paid by the Owners through the date of conveyance to the City.
- E. An environmental review or audit of the property must be completed for review and approval by the City as provided in City Code and *The City of Colorado Springs Manual for the Acquisition and Disposition of Real Property Interests*.
- F. Acceptance by the City, in its sole discretion.

X.  
RELATIONSHIP OF OWNERS

Each Owner shall: (a) develop its property in such manner, and at such time, as it chooses in accordance with applicable law, (b) solely be responsible for its on-site development costs and obligations as evidenced in development plans approved by the City, and (c) have no obligation, liability, or responsibility for the on-site development of another Owner (including the obligations of another Owner for development obligations of such other Owner), other than as provided by City Code or pursuant to cost recovery agreements for streets and oversized facilities as provided by City Code. The Owners are entering into this Amended Agreement as owners of real property and not as members of a joint venture with, or as partners of, one or more of the other Owners. No Owner has the authority to act as agent for, or bind, another Owner.

XI.  
ORDINANCE COMPLIANCE

Owners will comply with City Code as it now exists or is amended or adopted in the future, including those related to the subdivision and zoning of land, provided such are uniformly applicable throughout the City, except as expressly modified by this Amended Agreement. This Amended Agreement shall not be construed as a limitation upon the authority of the City to adopt different tariffs, standards, policies, rules, regulations, ordinances, resolutions and codes which change any of the provisions set forth in this Amended Agreement so long as these are uniformly applicable throughout the City.

XII.  
ASSIGNS AND HOLDERS OF LIENS

When in this Amended Agreement, the term the "Owners" or "Property Owners" is used, the terms shall also mean any of the heirs, executors, personal representatives, transferees, or assigns of the Owners and all these parties shall have the right to enforce and be enforced under the terms of this Amended Agreement as if they were the original parties hereto. Rights to specific refunds or payments contained in this Amended Agreement shall always be to the Owners signing this Agreement unless specifically assigned to another person.

By executing this Amended Agreement, all holders of liens upon any of the Property agree that: (1) should it become Owner of any of the Property through foreclosure or otherwise, that it will be bound by the terms and conditions of this Amended Agreement which accrue after the date it acquired such ownership to the same extent as Owner, and (2) should it become owner of the Property, any provisions in its deed of trust or other agreements pertaining to the Property in conflict with this Amended Agreement shall be subordinate to this Amended Agreement.

XIII.  
RECORDING

This Amended Agreement shall be recorded with the Clerk and Recorder of El Paso County, Colorado, and its provisions shall constitute covenants running with the land. This Amended Agreement shall be binding on future assigns of the Owners and all other persons who may purchase land within the Property from the Owners or any persons later acquiring an interest in the Property. Any refunds made under the terms of this Amended Agreement shall be made to the Owners and not subsequent purchasers or assigns of the Property unless the purchase or assignment specifically provides for payment to the purchaser or assignee and a copy of that document is filed with the City.

XIV.  
AMENDMENTS

This Amended Agreement may be amended by agreement of any Party, including their respective successors, transferees, or assigns, with the City, without the consent of any other party or its successors, transferees, or assigns, so long as the amendment does not adversely impact property owned by another Party and applies only to that property owned by the amending party. For the purposes of this article, an amendment shall be deemed to apply only to property owned by the amending party if this Amended Agreement remains in full

force and effect as to property owned by any non-amending party. The City Council may, in its sole and absolute discretion, refuse to agree to any amendment, or delay or condition its agreement to an amendment.

Any amendment shall be recorded in the records of El Paso County, shall be a covenant running with the land, and shall be binding on all persons or entities presently possessing or later acquiring an interest in the property subject to the amendment unless otherwise specified in the amendment."

XV.  
HEADINGS

The headings set forth in this Amended Agreement for the different sections of this Amended Agreement are for reference only and shall not be construed as an enlargement or abridgement of the language of this Amended Agreement.

XVI.  
DEFAULT AND REMEDIES

If any of the Owners or City fails to perform any material obligation under this Amended Agreement, and fails to cure the default within thirty (30) days following notice from the non-defaulting party of that breach, then a breach of this Amended Agreement will be deemed to have occurred and the non-defaulting party will be entitled, at its election, to either cure the default and recover the cost thereof from the defaulting party, or pursue and obtain against the defaulting party an order for specific performance of the obligations under this Amended Agreement and, in either instance, recover any actual damages incurred by the non-defaulting party as a result of that breach, including recovery of its costs and reasonable attorneys' fees incurred in the enforcement of this Amended Agreement, as well as any other remedies provided by law.

XVII.  
GENERAL

Reserved.

XVIII.  
NO THIRD-PARTY BENEFICIARIES

It is specifically agreed between the Parties that this Amended Agreement is not intended by any of its terms, provision, or conditions to create in the public or any individual member of the public a third party beneficiary relationship, or to authorize any person not a party to this Amended Agreement to maintain suit for personal injuries or property damage pursuant to the terms, conditions, or provisions of this Amended Agreement. The City does not waive or intend to waive any protection, immunity, or other provision of the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as now written or amended in the future.

XIX.  
SEVERABILITY

If any provision of this Amended Agreement is for any reason and to any extent held to be invalid or unenforceable, then neither the remainder of the document nor the application of the provisions to other entities, persons or circumstances shall be affected.

XX.  
COUNTERPARTS

This Amended Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

XXI.  
INDEMNIFICATION

By executing this Amended Agreement each Owner represents and warrants to the City and the other Owners: (1) that he, she or it is the sole lawful owner of the portion of the Property on behalf of which he, she or it is executing this Amended Agreement; (2) that he, she or it has received all necessary approvals and is authorized to execute this Amended Agreement and bind said portion of the Property; and (3) that he, she or it shall indemnify, defend and hold harmless the other Owners and the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, causes of action, or any liability whatsoever, resulting from, or arising out of any breach of the warranties included in clauses (1) and (2) above.

XXII.  
EFFECTIVE DATE

This Amended Agreement shall be effective as to all Owners who have signed this Amended Agreement forty-five (45) days from the date the City Council of the City of Colorado Springs approves this Agreement by Resolution. If all Owners or lienholders who have an interest in the Property have not executed or consented to this Amended Agreement within forty-five (45) days from the date of City Council approval of this Amended Agreement, the Parties acknowledge that the City will pursue obtaining an order from a court of law having jurisdiction over the Owners and lienholders having an interest in the Property and the matters contemplated herein binding all such Owners and lienholders to the terms of this Amended Agreement. If requested by the City, all Owners or lienholders who have executed this Amended Agreement will join in an application by the City for such court order and no such Owner shall object to the City's application or to the jurisdiction of the court.

During the pendency of a court action filed by the City as described above, the City will authorize development of any portion of the Property by an Owner pursuant to this Amended Agreement, upon execution by the City and the Owner of an agreement under which the Owner will agree that if the court action results in a final order not adopting this Amended Agreement, the Owner shall pay all fees and charges payable on account of that development under a new Shared Obligation Study identifying those common infrastructure improvements the City then determines will be reasonably required for the contemplated development of Banning Lewis Ranch under this Amended Agreement, unless proceeding in this manner would be inconsistent with the decision of the court, in which case, the City and the Owners will comply with the order of the court. The cost of this new

**Approved  
4/24/2018**

study will be jointly paid for by the Owners of the Oakwood and Nor'wood parcels. Any Owner who had or would have been entitled to receive credits under the Original Annexation Agreement will be entitled to apply those credits to such fees.

In addition, if any Owner who is a signatory to this Amended Agreement sells, transfers, assigns, or otherwise conveys ownership of property subject to this Amended Agreement to a third party, the Owner shall include a requirement in the contract for sale or transfer or assignment that the third party acquiring ownership from the Owner acknowledges and ratifies the Owner's signature on this Amended Agreement and affirmatively agrees to be bound by this Amended Agreement.

[SIGNATURES TO BE PROVIDED ON NEXT PAGES]

Approved  
4/24/2018

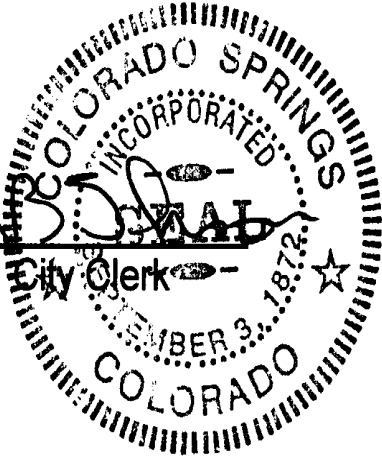
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the 26<sup>th</sup> day and 2018 year first written above.

CITY OF COLORADO SPRINGS

BY: John W. Suthers  
John W. Suthers, Mayor

ATTEST:

BY: Sarah B. Johnson  
Sarah B. Johnson, City Clerk



APPROVED AS TO FORM:

BY: Wynetta Massey  
Wynetta Massey, City Attorney





*[Signature Page for Amended and Restated Agreement]*

The undersigned ("Property Owner") owns a portion of the real property described as the "Property" on Exhibit B to this Amended Agreement as more particularly described in the real property records of El Paso County, Colorado as of the Effective Date hereof ("Owner's Property").

Property Owner hereby agrees to the terms of this Amended Agreement and acknowledges Owner's Property is subject to them. Property Owner acknowledges signatories to the Amended Agreement may be done by separate signature pages, all of which shall constitute one and the same Amended Agreement.

PROPERTY OWNERS:

91 ACRES, LLC, a Colorado limited liability company

By: Stephanie Hazelton  
Stephanie Hazelton, Managing Member

Date: 10-4, 2018

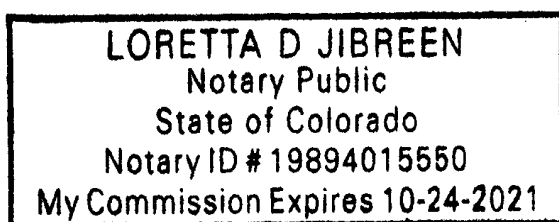
ACKNOWLEDGMENT

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF EL PASO     )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of October, 2018, by Stephanie Hazelton, as Managing Member of 91 Acres, LLC, a Colorado limited liability company.

Witness my hand and notarial seal.

My commission expires: 10-24-2021



Loretta D. Jibreen  
Notary Public  
Address: 111 S. Tejon Suite 222  
Colorado Springs, Co 80903

[Signature Page for Amended and Restated Agreement]

The undersigned ("Property Owner") owns a portion of the real property described as the "Property" on Exhibit B to this Amended Agreement as more particularly described in the real property records of El Paso County, Colorado as of the Effective Date hereof ("Owner's Property").

Property Owner hereby agrees to the terms of this Amended Agreement and acknowledges Owner's Property is subject to them. Property Owner acknowledges signatories to the Amended Agreement may be done by separate signature pages, all of which shall constitute one and the same Amended Agreement.

PROPERTY OWNER  
AE BARNES III, LLC, a Colorado limited liability company

By: Tim Sittima  
Tim Sittima  
Its: Manager

Date: 7-2, 2018

ACKNOWLEDGMENT

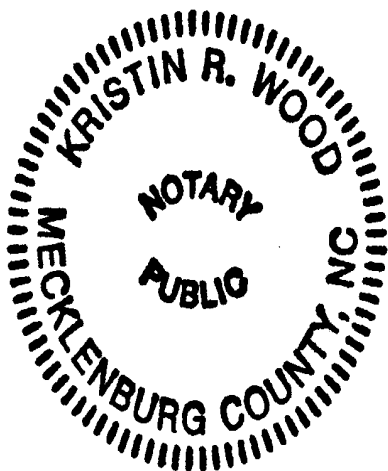
North Carolina  
STATE OF ~~COLORADO~~ )  
 ) ss.  
COUNTY OF ~~EL PASO~~ )  
Mecklenburg

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of July, 2018, by Timothy Sittima as Manager of AE Barnes III, LLC, a Colorado limited liability company.

Witness my hand and notarial seal.

My commission expires: May 11, 2020

Kristin R. Wood  
Notary Public  
Address: 121 W. Trade Street, Ste 2550  
Charlotte NC 28202

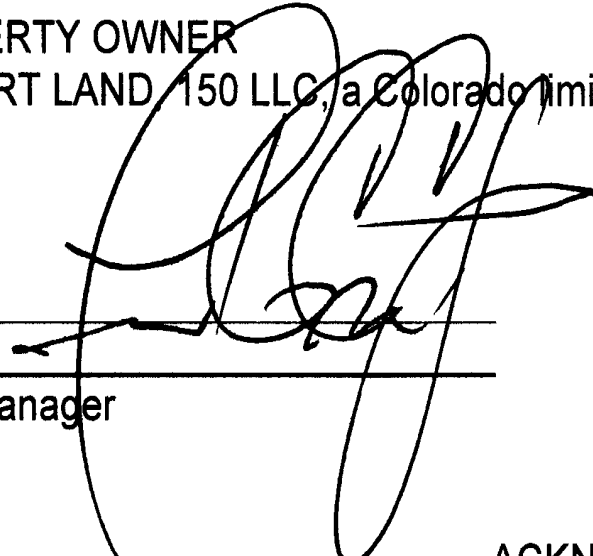


*[Signature Page for Amended and Restated Agreement]*

The undersigned ("Property Owner") owns a portion of the real property described as the "Property" on Exhibit B to this Amended Agreement as more particularly described in the real property records of El Paso County, Colorado as of the Effective Date hereof ("Owner's Property").

Property Owner hereby agrees to the terms of this Amended Agreement and acknowledges Owner's Property is subject to them. Property Owner acknowledges signatories to the Amended Agreement may be done by separate signature pages, all of which shall constitute one and the same Amended Agreement.

PROPERTY OWNER  
AIRPORT LAND 150 LLC, a Colorado limited liability company

By:   
Its: Manager

Date: Aug 8, 2018

ACKNOWLEDGMENT

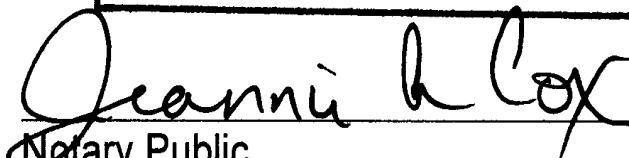
STATE OF COLORADO     )  
  ) ss.  
COUNTY OF EL PASO     )

The foregoing instrument was acknowledged before me this 8 day of August, 2018, by Leonard Crowley, as Manager of AIRPORT LAND 150, LLC, a Colorado limited liability company.

Witness my hand and notarial seal.

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

**JEANNIE A COX**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID 19904008409  
MY COMMISSION EXPIRES JULY 17, 2020


  
Notary Public  
Address: 2758 N. Prospect St  
Colorado Springs, CO 80907

*[Signature Page for Amended and Restated Agreement]*

The undersigned ("Property Owner") owns a portion of the real property described as the "Property" on Exhibit B to this Amended Agreement as more particularly described in the real property records of El Paso County, Colorado as of the Effective Date hereof ("Owner's Property").

Property Owner hereby agrees to the terms of this Amended Agreement and acknowledges Owner's Property is subject to them. Property Owner acknowledges signatories to the Amended Agreement may be done by separate signature pages, all of which shall constitute one and the same Amended Agreement.

PROPERTY OWNER  
BETTER LAND, LLC  
a Colorado limited liability company

By:   
Brian Bahr  
Its: Manager

Date: July 2<sup>nd</sup>, 2018

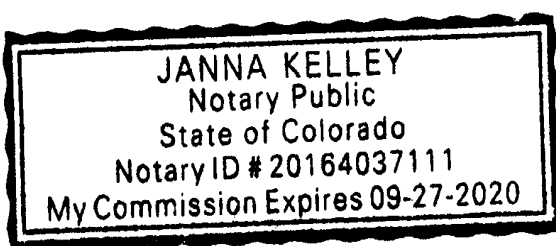
ACKNOWLEDGMENT


STATE OF COLORADO     )  
  ) ss.  
COUNTY OF EL PASO     )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of July, 2018, by Brian Bahr, as Manager of Better Land, LLC, a Colorado limited liability company.

Witness my hand and notarial seal.

My commission expires: 9-27-2020



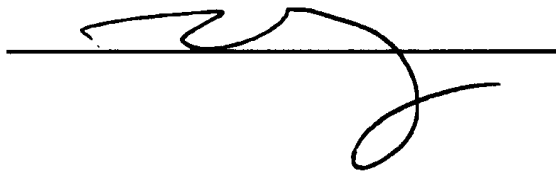
  
Notary Public  
Address: 8605 Explorer Dr. Ste. 250  
Colo. Spgs, CO 80920

*[Signature Page for Amended and Restated Agreement]*

The undersigned ("Property Owner") owns a portion of the real property described as the "Property" on Exhibit B to this Amended Agreement as more particularly described in the real property records of El Paso County, Colorado as of the Effective Date hereof ("Owner's Property").

Property Owner hereby agrees to the terms of this Amended Agreement and acknowledges Owner's Property is subject to them. Property Owner acknowledges signatories to the Amended Agreement may be done by separate signature pages, all of which shall constitute one and the same Amended Agreement.

PROPERTY OWNER  
Brian M. Moody

By: 

Date: Sept 27, 2018

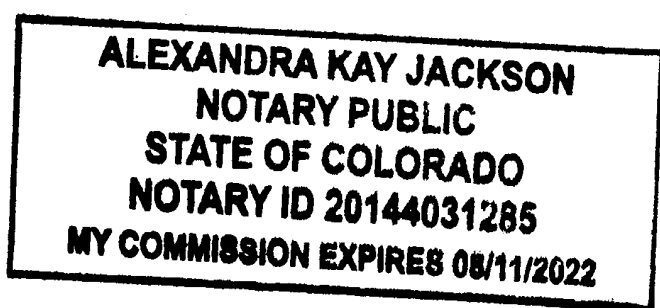
ACKNOWLEDGMENT

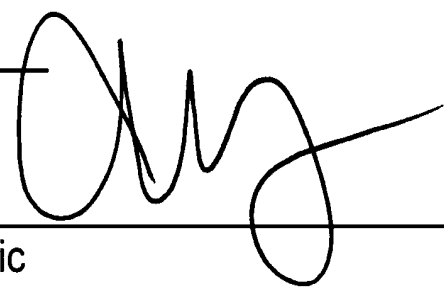
STATE OF COLORADO     )  
  ) ss.  
COUNTY OF EL PASO     )

The foregoing instrument was acknowledged before me this 27 day of Sept, 2018, by Brian M. Moody.

Witness my hand and notarial seal.

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



  
\_\_\_\_\_  
Notary Public  
Address: \_\_\_\_\_  
\_\_\_\_\_

*[Signature Page for Amended and Restated Agreement]*


The undersigned ("Property Owner") owns a portion of the real property described as the "Property" on Exhibit B to this Amended Agreement as more particularly described in the real property records of El Paso County, Colorado as of the Effective Date hereof ("Owner's Property").

Property Owner hereby agrees to the terms of this Amended Agreement and acknowledges Owner's Property is subject to them. Property Owner acknowledges signatories to the Amended Agreement may be done by separate signature pages, all of which shall constitute one and the same Amended Agreement.

PROPERTY OWNER  
"BLH"

BLH No. 1, LLC


By: Nor'wood Limited, Inc., Manager

By:   
David D. Jenkins, Vice President

Date: June 14, 2018

BLH No. 2, LLC


By: Nor'wood Limited, Inc., Manager

By:   
David D. Jenkins, Vice President

Date: June 14, 2018

BLH No. 4, LLC


By: Nor'wood Limited, Inc., Manager

By:   
David D. Jenkins, Vice President

Date: June 14, 2018

BLH No. 5, LLC

By: Nor'wood Limited, Inc., Manager

By:   
David D. Jenkins, Vice President

Date: June 14, 2018

ACKNOWLEDGMENT

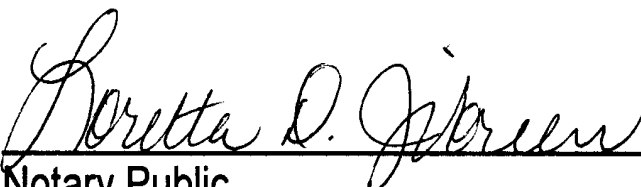
STATE OF COLORADO     )  
  ) ss.  
COUNTY OF EL PASO     )

The foregoing instrument was acknowledged before me this 14th day of June, 2018, by David D. Jenkins, as Vice President of Nor'wood Limited, Inc., as Manager of BLH No. 1, LLC, a Colorado limited liability company, BLH No. 2, LLC, a Colorado limited liability company, BLH No. 4, LLC, a Colorado limited liability company, and BLH No. 5, LLC, a Colorado limited liability company.

Witness my hand and notarial seal.

My commission expires: 10-24-2021

LORETTA D JIBREEN Notary Public State of Colorado Notary ID # 19894015550 My Commission Expires 10-24-2021
--

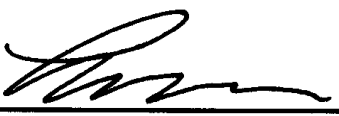
  
\_\_\_\_\_  
Notary Public  
Address: 111 S Tejon Street, Suite 222  
Colorado Springs, CO 80903

*[Signature Page for Amended and Restated Agreement]*

The undersigned ("Property Owner") owns a portion of the real property described as the "Property" on Exhibit B to this Amended Agreement as more particularly described in the real property records of El Paso County, Colorado as of the Effective Date hereof ("Owner's Property").

Property Owner hereby agrees to the terms of this Amended Agreement and acknowledges Owner's Property is subject to them. Property Owner acknowledges signatories to the Amended Agreement may be done by separate signature pages, all of which shall constitute one and the same Amended Agreement.

PROPERTY OWNERS:

  
\_\_\_\_\_  
Lindsay J. Case

Date: Sept 4, 2018

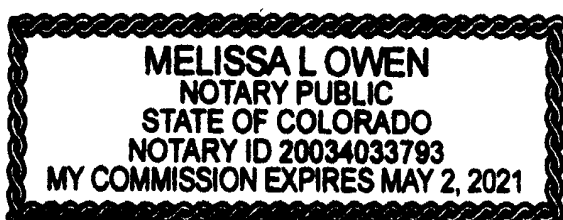
ACKNOWLEDGMENT

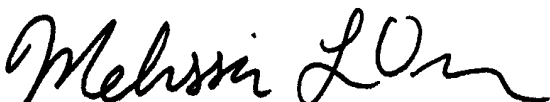
STATE OF COLORADO     )  
  ) ss.  
COUNTY OF EL PASO     )

The foregoing instrument was acknowledged before me this 4th day of September, 2018, by Lindsay J. Case.

Witness my hand and notarial seal.

My commission expires: May 2, 2021



  
\_\_\_\_\_  
Notary Public  
Address: 102 E Pikes Peak #200  
Colorado Springs, CO 80903



*[Signature Page for Amended and Restated Agreement]*

The undersigned ("Property Owner") owns a portion of the real property described as the "Property" on Exhibit B to this Amended Agreement as more particularly described in the real property records of El Paso County, Colorado as of the Effective Date hereof ("Owner's Property").

Property Owner hereby agrees to the terms of this Amended Agreement and acknowledges Owner's Property is subject to them. Property Owner acknowledges signatories to the Amended Agreement may be done by separate signature pages, all of which shall constitute one and the same Amended Agreement.

PROPERTY OWNERS:

ESTATE OF RANDLE W. CASE

By: Lena Gail Case  
Lena Gail Case, co-Personal Representative

Date: Sept. 18, 2018

By: Randle W. Case II  
Randle W. Case II, co-Personal Representative

Date: Sept 18, 2018

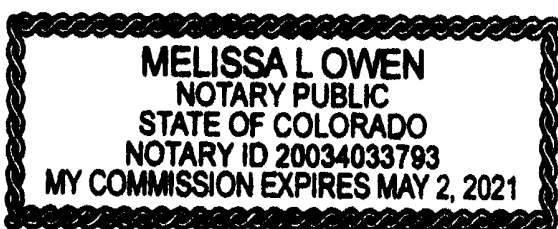
ACKNOWLEDGMENT

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF EL PASO     )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of September 2018, by Lena Gail Case and Randle W. Case II, as co-Personal Representatives of the Estate of Randle W. Case.

Witness my hand and notarial seal.

My commission expires: May 2, 2021



Melissa L. Owen  
Notary Public  
Address: 102 E. Pikes Peak Ave #200  
Colorado Springs, CO 80903

*[Signature Page for Amended and Restated Agreement]*

The undersigned ("Property Owner") owns a portion of the real property described as the "Property" on Exhibit B to this Amended Agreement as more particularly described in the real property records of El Paso County, Colorado as of the Effective Date hereof ("Owner's Property").

Property Owner hereby agrees to the terms of this Amended Agreement and acknowledges Owner's Property is subject to them. Property Owner acknowledges signatories to the Amended Agreement may be done by separate signature pages, all of which shall constitute one and the same Amended Agreement.

PROPERTY OWNERS:

  
\_\_\_\_\_  
Randle W. Case II

Date: 9/18, 2018

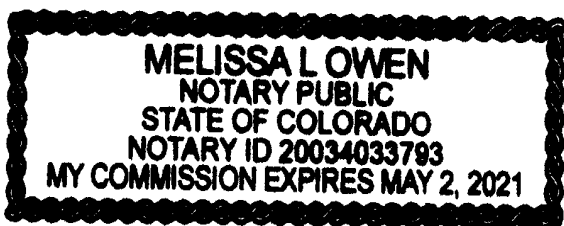
ACKNOWLEDGMENT

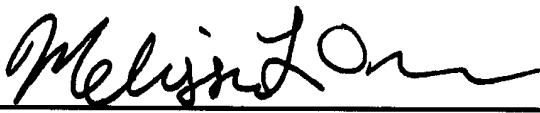
STATE OF COLORADO     )  
  ) ss.  
COUNTY OF EL PASO     )

The foregoing instrument was acknowledged before me this 18th day of September, 2018, by Randle W. Case II.

Witness my hand and notarial seal.

My commission expires: May 2, 2021



  
\_\_\_\_\_  
Notary Public  
Address: 102 E Pikes Peak Ave #200  
Colorado Springs, CO 80903

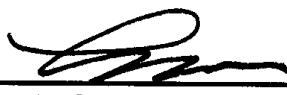
*[Signature Page for Amended and Restated Agreement]*

The undersigned ("Property Owner") owns a portion of the real property described as the "Property" on Exhibit B to this Amended Agreement as more particularly described in the real property records of El Paso County, Colorado as of the Effective Date hereof ("Owner's Property").

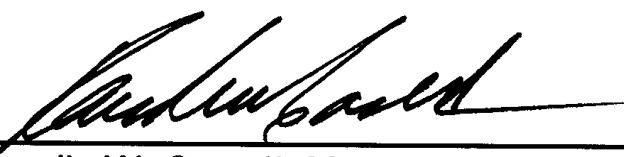
Property Owner hereby agrees to the terms of this Amended Agreement and acknowledges Owner's Property is subject to them. Property Owner acknowledges signatories to the Amended Agreement may be done by separate signature pages, all of which shall constitute one and the same Amended Agreement.

PROPERTY OWNERS:

MARKSHEFFEL-WOODMEN INVESTMENTS, LLC

By:   
Lindsay J. Case  
Its: Co-Manager

Date: Sept 4, 2018

By:   
Randle W. Case II, Member

Date: Sept 4, 2018

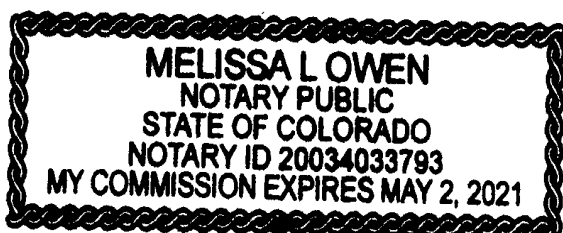
ACKNOWLEDGMENT


STATE OF COLORADO     )  
  ) ss.  
COUNTY OF EL PASO     )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of September, 2018, by Lindsay J. Case, as Co-Manager of Marksheffel-Woodmen Investments, LLC. and Randle W Case II, Member of Marksheffel-Woodmen Investments, LLC.

Witness my hand and notarial seal.

My commission expires: May 2, 2021



  
Notary Public  
Address: 102 E Pikes Peak #200  
Colorado Springs CO 80903

[Signature Page for Amended and Restated Agreement]

The undersigned ("Property Owner") owns a portion of the real property described as the "Property" on Exhibit B to this Amended Agreement as more particularly described in the real property records of El Paso County, Colorado as of the Effective Date hereof ("Owner's Property").

Property Owner hereby agrees to the terms of this Amended Agreement and acknowledges Owner's Property is subject to them. Property Owner acknowledges signatories to the Amended Agreement may be done by separate signature pages, all of which shall constitute one and the same Amended Agreement.

PROPERTY OWNERS:  
CFN THC, INC

By: Wayne Pendleton  
Wayne Pendleton  
Its: Secretary

Date: 07/10, 2018

ACKNOWLEDGMENT

STATE OF Colorado )  
 ) ss.  
COUNTY OF El Paso )

The foregoing instrument was acknowledged before me this 10th day of July, 2018, by Wayne Pendleton, as Secretary, of CFN THC, Inc..

Witness my hand and notarial seal.

My commission expires: November 17, 2019



Marilyn D. Cummings  
Notary Public  
Address: Church For All Nations  
6540 Templeton Ave. R.D.  
Colorado Springs, CO 80923

[Signature Page for Amended and Restated Agreement]

The undersigned ("Property Owner") owns a portion of the real property described as the "Property" on Exhibit B to this Amended Agreement as more particularly described in the real property records of El Paso County, Colorado as of the Effective Date hereof ("Owner's Property").

Property Owner hereby agrees to the terms of this Amended Agreement and acknowledges Owner's Property is subject to them. Property Owner acknowledges signatories to the Amended Agreement may be done by separate signature pages, all of which shall constitute one and the same Amended Agreement.

PROPERTY OWNER  
CH MVPATIO, LLC  
a Colorado limited liability company  
By: Challenger Building, LLC, Its Manager

By: [Signature]  
G. Thomas Hennessy  
Its: President

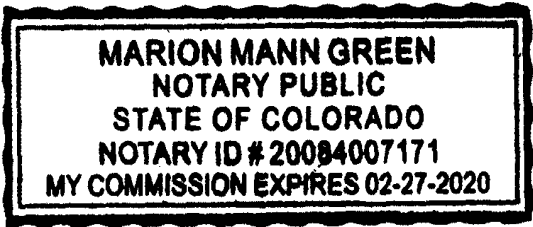
Date: 7/2, 2018

ACKNOWLEDGMENT

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF EL PASO     )

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by G. Thomas Hennessy, as President of Challenger Building, LLC, Manager of CH MVPatio, LLC, a Colorado limited liability company.

Witness my hand and notarial seal.  
My commission expires: 02/27/2020



[Signature]  
Notary Public  
Address: 8405 Explorer Dr  
Co Sp CO 80920

[Signature Page for Amended and Restated Agreement]

The undersigned ("Property Owner") owns a portion of the real property described as the "Property" on Exhibit B to this Amended Agreement as more particularly described in the real property records of El Paso County, Colorado as of the Effective Date hereof ("Owner's Property").

Property Owner hereby agrees to the terms of this Amended Agreement and acknowledges Owner's Property is subject to them. Property Owner acknowledges signatories to the Amended Agreement may be done by separate signature pages, all of which shall constitute one and the same Amended Agreement.

PROPERTY OWNER  
CHALLENGER COMMUNITIES, LLC  
a Colorado limited liability company

By: [Signature]  
G Thomas Hennessy  
Its: President

Date: 7/2, 2018

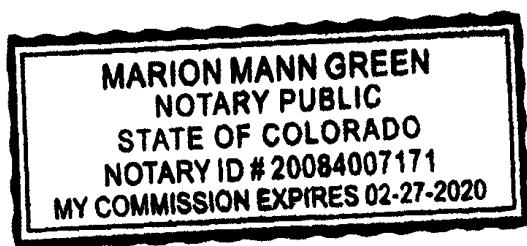
ACKNOWLEDGMENT

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF EL PASO     )

The foregoing instrument was acknowledged before me this 2 day of July, 2018, by G Thomas Hennessy, as President of Challenger Communities, LLC, a Colorado limited liability company.

Witness my hand and notarial seal.

My commission expires: 02/27/2020



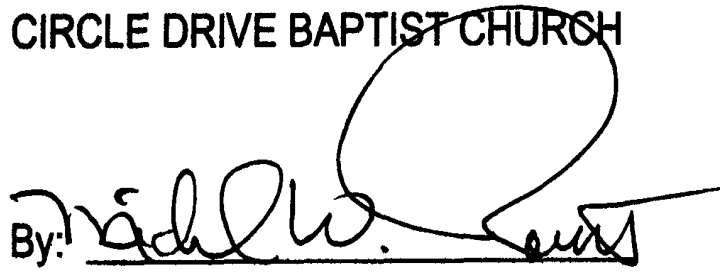
Marion Mann Green  
Notary Public  
Address: 8605 Dr. Plover Dr  
Co Sp Co 80920

*[Signature Page for Amended and Restated Agreement]*

The undersigned ("Property Owner") owns a portion of the real property described as the "Property" on Exhibit B to this Amended Agreement as more particularly described in the real property records of El Paso County, Colorado as of the Effective Date hereof ("Owner's Property").

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PROPERTY OWNER  
CIRCLE DRIVE BAPTIST CHURCH

By:   
Michael W. Routt  
Its: Lead Pastor, CDBC

Date: July 10, 2018

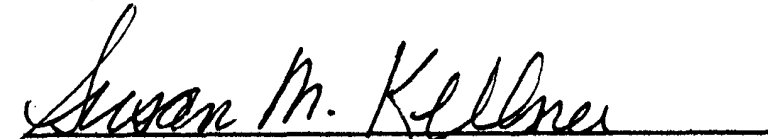
ACKNOWLEDGMENT

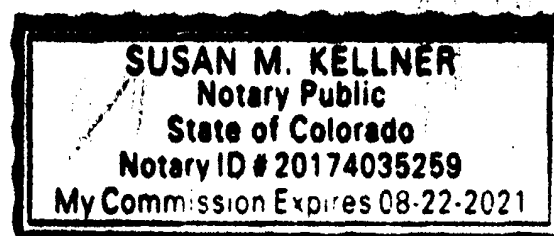
STATE OF COLORADO     )  
  ) ss.  
COUNTY OF EL PASO     )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of July, 2018, by Michael W. Routt, as Lead Pastor, of Circle Drive Baptist Church.

Witness my hand and notarial seal.

My commission expires: August 22, 2021

  
Notary Public  
Address: 4520 Castlepoint Dr  
CO, CO 80917



**CLAYTON PROPERTIES GROUP II, INC.**  
a Colorado corporation

By   
Robert J. Sanderman, Assistant Secretary

STATE OF COLORADO )  
 ) ss.  
CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of May, 2018, by Robert J. Sanderman, as Assistant Secretary of Clayton Properties Group II, Inc., a Colorado corporation, as Property Owner.

**Witness my hand and notarial seal.**

My commission expires: January 17, 2021

Notary Public  
Address: 4908 Tower Road  
Denver, CO 80249

**JOCLYN ALEXANDRIA KING**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20174002154**  
**MY COMMISSION EXPIRES JANUARY 17, 2021**



*[Signature Page for Amended and Restated Agreement]*

The undersigned ("Property Owner") owns a portion of the real property described as the "Property" on Exhibit B to this Amended Agreement as more particularly described in the real property records of El Paso County, Colorado as of the Effective Date hereof ("Owner's Property").

Property Owner hereby agrees to the terms of this Amended Agreement and acknowledges Owner's Property is subject to them. Property Owner acknowledges signatories to the Amended Agreement may be done by separate signature pages, all of which shall constitute one and the same Amended Agreement.

PROPERTY OWNER  
CMS2 LLC, a Colorado limited liability company

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

Its: Manager

Date: 8/29, 2018

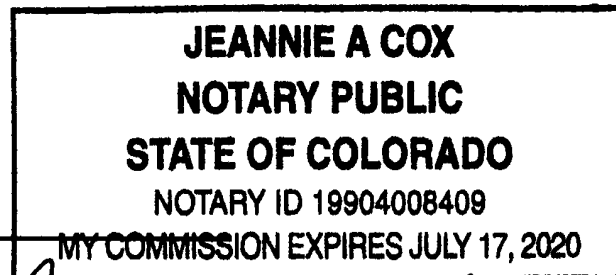
ACKNOWLEDGMENT

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF EL PASO     )

The foregoing instrument was acknowledged before me this 29th day of Aug, 2018, by Leonard Crowley, as Manager of CMS2 LLC, a Colorado limited liability company.

Witness my hand and notarial seal.

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



Jeannie A Cox  
Notary Public  
Address: 2758 N. Prospect St  
Colorado Springs, CO 80907

*[Signature Page for Amended and Restated Agreement]*

The undersigned ("Property Owner") owns a portion of the real property described as the "Property" on Exhibit B to this Amended Agreement as more particularly described in the real property records of El Paso County, Colorado as of the Effective Date hereof ("Owner's Property").

Property Owner hereby agrees to the terms of this Amended Agreement and acknowledges Owner's Property is subject to them. Property Owner acknowledges signatories to the Amended Agreement may be done by separate signature pages, all of which shall constitute one and the same Amended Agreement.

**PROPERTY OWNER**  
**KIEMELE FAMILY PARTNERSHIP, LLLP**

By: Mark J. Kiemele  
Mark J. Kiemele  
Its: Managing Partner

Date: 11 Sept, 2018

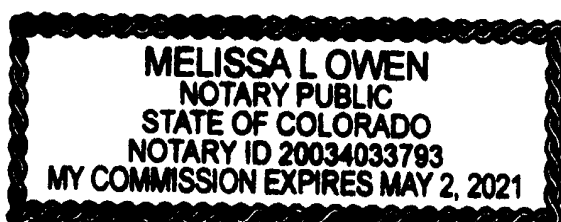
## ACKNOWLEDGMENT

**STATE OF COLORADO     • )**  
  **) ss.**  
**COUNTY OF EL PASO        )**

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of September, 2018,  
by Mark J. Kiemele, as Managing Partner of Kiemele Family Partnership, LLLP, a  
~~XXXXXX XX XX~~.

**Witness my hand and notarial seal.**

My commission expires: May 2, 2021 mto



Melissa L. Orr  
Notary Public  
Address: 102 E Pikes Peak Ave #200  
Colorado Springs, CO 80903

*[Signature Page for Amended and Restated Agreement]*

The undersigned ("Property Owner") owns a portion of the real property described as the "Property" on Exhibit B to this Amended Agreement as more particularly described in the real property records of El Paso County, Colorado as of the Effective Date hereof ("Owner's Property").

Property Owner hereby agrees to the terms of this Amended Agreement and acknowledges Owner's Property is subject to them. Property Owner acknowledges signatories to the Amended Agreement may be done by separate signature pages, all of which shall constitute one and the same Amended Agreement.

PROPERTY OWNERS:

Frank R. Krejci  
Frank R. Krejci

Date: 7/27, 2018

George W. Venteicher  
George W. Venteicher

Date: 7/27, 2018

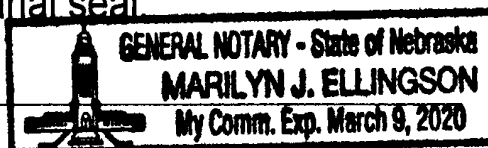
ACKNOWLEDGMENT

STATE OF ~~COLORADO~~ )  
                  Nebraska ) ss.  
COUNTY OF ~~EL PASO~~ )  
                  Douglas

The foregoing instrument was acknowledged before me this 27 day of July, 2018, by Frank R. Krejci.

Witness my hand and notarial seal.

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



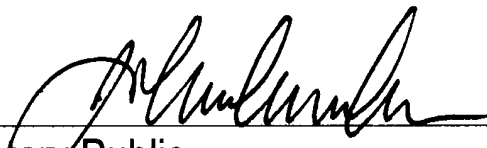

Marilyn J. Ellingson  
Notary Public  
Address: 1505 N 203rd  
Elkhorn NE 68022

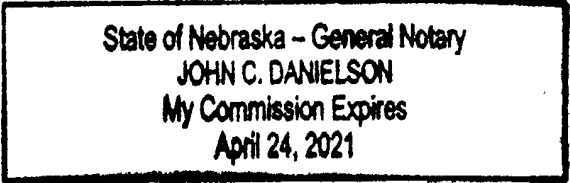
STATE OF COLORADO     )  
  ) ss.  
COUNTY OF EL PASO     )

The foregoing instrument was acknowledged before me this 27 day of July, 2018,  
by George W. Venteicher.

Witness my hand and notarial seal.

My commission expires: 4/24/21

  
Notary Public  
Address:   
\_\_\_\_\_



[Signature Page for Amended and Restated Agreement]

The undersigned ("Property Owner") owns a portion of the real property described as the "Property" on Exhibit B to this Amended Agreement as more particularly described in the real property records of El Paso County, Colorado as of the Effective Date hereof ("Owner's Property").

Property Owner hereby agrees to the terms of this Amended Agreement and acknowledges Owner's Property is subject to them. Property Owner acknowledges signatories to the Amended Agreement may be done by separate signature pages, all of which shall constitute one and the same Amended Agreement.

PROPERTY OWNERS:

PIKES PEAK COUNCIL, INC.  
BOY SCOUTS OF AMERICA

By: James R. MacLaner

Date: July 27, 2018

James R. MacLaner  
Its: Chief Executive Officer

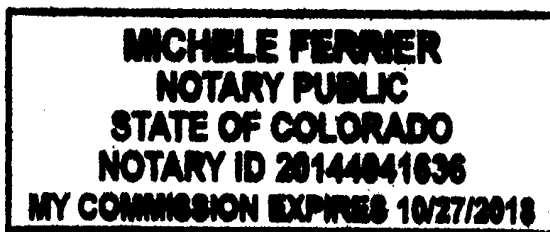
ACKNOWLEDGMENT

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF EL PASO     )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of July, 2018, by James R. MacLaner, as Chief Executive Officer of Pikes Peak Council, Inc. Boy Scouts of America.

Witness my hand and notarial seal.

My commission expires: 10.27.18



Michele Ferrer  
Notary Public  
Address: 1725W. Vermijo  
C/S Colorado 80904

*[Signature Page for Amended and Restated Agreement]*

The undersigned ("Property Owner") owns a portion of the real property described as the "Property" on Exhibit B to this Amended Agreement as more particularly described in the real property records of El Paso County, Colorado as of the Effective Date hereof ("Owner's Property").

Property Owner hereby agrees to the terms of this Amended Agreement and acknowledges Owner's Property is subject to them. Property Owner acknowledges signatories to the Amended Agreement may be done by separate signature pages, all of which shall constitute one and the same Amended Agreement.

PROPERTY OWNER  
PIKES PEAK INVESTMENTS, LLC  
a Colorado limited liability company

By: [Signature]  
Danny M. Mientka, Manager

Date: JUNE 29, 2018

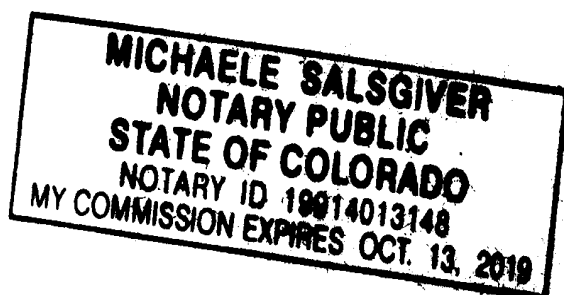
ACKNOWLEDGMENT

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF EL PASO     )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of JUNE, 2018, by Danny M. Mientka, as Manager of Pikes Peak Investments, LLC, a Colorado limited liability company.

Witness my hand and notarial seal.

My commission expires: 10-13-2019



[Signature]  
Notary Public  
Address: 90 S. CASCADE AVE, SUITE 1506  
COLORADO SPRINGS, CO 80903

[Signature Page for Amended and Restated Agreement]

The undersigned ("Property Owner") owns a portion of the real property described as the "Property" on Exhibit B to this Amended Agreement as more particularly described in the real property records of El Paso County, Colorado as of the Effective Date hereof ("Owner's Property").

Property Owner hereby agrees to the terms of this Amended Agreement and acknowledges Owner's Property is subject to them. Property Owner acknowledges signatories to the Amended Agreement may be done by separate signature pages, all of which shall constitute one and the same Amended Agreement.

PROPERTY OWNER  
VENWEST DEVELOPMENT LIMITED PARTNERSHIP I

By: Neil Simon  
Neil Simon  
Its: President of Manager

Date: July 27<sup>th</sup>, 2018

ACKNOWLEDGMENT

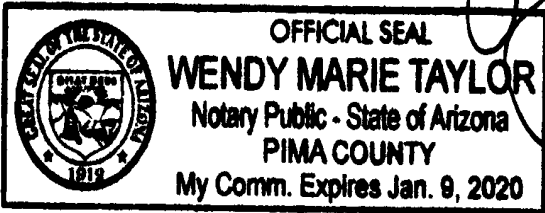
STATE OF COLORADO     )  
  ) ss.  
COUNTY OF EL PASO     )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of July, 2018, by Neil Simon, as President of Manager of VenWest Development Limited Partnership I, a Arizona limited Partnership.

Witness my hand and notarial seal.

My commission expires: 1/9/2020

Wendy Marie Taylor  
Notary Public  
Address: 6001 E. Grant Rd.  
Tucson, AZ 85712



## **EXHIBIT "A"**

### **PROPERTY OWNERS**

1. AE Barnes III, LLC
2. Airport Land 150, LLC
3. BLH No. 1. LLC
4. BLH No. 2. LLC
5. BLH No. 4, LLC
6. BLH No. 5, LLC
7. Brian M. Moody and Better Land, LLC
8. CFN THC, INC.
9. Challenger Communities, LLC
10. Cherokee Water and Sanitation District
11. Circle Drive Baptist Church
12. Clayton Properties Group II, Inc.
13. CMS2, LLC
14. Colorado Centre J.V.
15. Colorado Centre Metropolitan District
16. Colorado Interstate Corp., aka CIC Industries, Inc.
17. Colorado Interstate Gas Company
18. Colorado Springs Land Assoc.
19. Dorothy M. Powers
20. Falcon Trucking Co.
21. Frank R. Krejci and George W. Venteicher
22. H2O SUB BLR LLC, c/o Walton International Group, Inc.
23. Kiemele Family Partnership, LLC/Kiemele Family Partnership, LLLP
24. Lindsay J. Case, Estate of Randle W. Case, Marksheffel-Woodmen Investments, LLC, Lena Gail Case, co-personal representative, Randle W. Case II, co-personal representative
25. Marksheffel-Woodmen Investments LLC
26. MGF Acquisition Corp, c/o Sanford D. Wexler
27. Pikes Peak Council Boy Scouts of America
28. Pikes Peak Council, Inc. Boy Scouts of America
29. Randle W. Case, II
30. Tucson Colorado Associates, LLC
31. United States Olympic Committee
32. Venwest Development Limited Partnership I
33. Villani Partnership, LLP
34. Walton Colorado, LLC, c/o Walton International Group

Additionally, the "Property Owners" include any other owner of property described in Exhibit B, whether or not such owner is listed above.



## **EXHIBIT “B”**

### **DESCRIPTION OF THE PROPERTY**

The Property includes the properties described in the following pages, except to the extent that all obligations related to such properties under the Original Annexation Agreement have been fully performed prior to the date of this Amended Agreement.

LEGAL DESCRIPTION (OVERALL ANNEXATION LEGAL)

A TRACT OF LAND BEING A PORTION OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 65 WEST, AND SECTIONS 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, AND 16, TOWNSHIP 15 SOUTH, RANGE 65 WEST, ALL OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING CONSIDERED S89°58'31"W

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 2; THENCE S00°01'03"E A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N89°58'57"E AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD A DISTANCE OF 1334.11 FEET; THENCE N00°37'28"E AND ALONG A LINE BEING ON AN EXTENSION OF THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE N00°37'28"E AND ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF PARCEL "A" AS RECORDED IN BOOK 5250 AT PAGE 819 OF THE EL PASO COUNTY RECORDS; THENCE NORTHERLY AND EASTERLY ALONG THE BOUNDARY LINE OF SAID PARCEL "A" THE FOLLOWING TWO (2) COURSES:

1. N00°37'28"E AND ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 A DISTANCE OF 2611.32 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35;
2. N89°55'24"E AND ALONG THE NORTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 A DISTANCE OF 1333.24 FEET TO THE CENTER CORNER OF SAID SECTION 35;

THENCE NORTHERLY, EASTERLY, AND SOUTHERLY ALONG THE NORTHEAST QUARTER OF SAID SECTION 35 THE FOLLOWING THREE (3) COURSES:

1. N00°35'56"E AND ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 35 A DISTANCE OF 2642.56 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 35;
2. N89°52'07"E AND ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 A DISTANCE OF 2663.97 FEET TO THE NORTHEAST CORNER OF SAID SECTION 35;

3. S00°32'37"W AND ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 A DISTANCE OF 2640.03 FEET TO A POINT WHICH IS 5.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 35;

THENCE S89°55'24"W AND ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 35 A DISTANCE OF 1425.87 FEET TO A POINT ON A LINE WHICH IS 5.00 FEET WEST OF THE EASTERLY LINE OF SAID PARCEL "A" EXTENDED NORTHERLY; THENCE S00°32'34"W AND ALONG A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH THE EASTERLY LINE OF SAID PARCEL "A" EXTENDED NORTHERLY A DISTANCE OF 5.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL "A" ALSO BEING THE EAST/WEST CENTERLINE OF SAID SECTION 35; THENCE S00°32'34"W AND ALONG A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH THE EASTERLY LINE OF SAID PARCEL "A" A DISTANCE OF 2543.80 FEET TO A POINT WHICH IS 100.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE WESTERLY ALONG A LINE BEING A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 35 THE FOLLOWING TWO (2) COURSES:

1. S89°58'31"W A DISTANCE OF 1243.25 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35;
2. S89°58'57"W A DISTANCE OF 751.87 FEET TO A POINT ON A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH AN EASTERLY LINE OF PARCEL "D" AS RECORDED IN BOOK 5250 AT PAGE 819 OF THE EL PASO COUNTY RECORDS EXTENDED NORTHERLY FROM THE NORTHEAST CORNER OF SAID PARCEL "D" ON A BEARING OF N04°37'34"W;

THENCE S04°37'34"E AND ON A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH AN EASTERLY LINE OF SAID PARCEL "D" EXTENDED NORTHERLY FROM THE NORTHEAST CORNER OF SAID PARCEL "D" A DISTANCE OF 130.38 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD; THENCE SOUTHERLY AND ALONG A LINE 5.00 FEET WEST OF AND PARALLEL WITH AN EASTERLY LINE OF SAID PARCEL "D" THE FOLLOWING THREE (3) COURSES:

1. S04°37'34"E A DISTANCE OF 144.70 FEET;
2. S37°09'04"W A DISTANCE OF 1604.47 FEET;
3. S06°25'04"W A DISTANCE OF 2562.03 FEET TO A POINT ON A LINE WHICH IS 20.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2;

## Legal Description

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THENCE S89°45'38"E AND ALONG A LINE 20.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 1966.66 FEET TO A POINT WHICH IS 5.00 FEET WEST OF THE EAST LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE S00°11'01"W AND ALONG A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 1299.07 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE S00°25'10"W AND ALONG A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11 A DISTANCE OF 2647.22 FEET TO A POINT ON A LINE WHICH IS 5.00 FEET SOUTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 11; THENCE S89°53'31"E AND ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 11 A DISTANCE OF 2670.97 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 11; THENCE N89°52'37"E AND ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 1313.82 FEET TO A POINT WHICH IS 10.00 FEET WEST OF THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE S00°28'13"W AND ALONG A LINE WHICH IS 10.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 2689.66 FEET TO A POINT ON A LINE WHICH IS 50.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 13; THENCE S89°54'19"E AND ALONG A LINE WHICH IS 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 13 A DISTANCE OF 1314.03 FEET TO A POINT WHICH IS 20.00 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE S00°13'22"W AND ALONG A LINE 20.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 2579.59 FEET TO A POINT WHICH IS 5.00 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE N89°58'42"W AND ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 2034.30 FEET; THENCE N00°01'18"E A DISTANCE OF 145.00 FEET TO A POINT WHICH IS 150.00 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE N89°58'42"W AND ALONG A LINE WHICH IS 150.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 599.12 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE N89°48'51"W AND ALONG A LINE WHICH IS 150.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 14 A DISTANCE OF 450.46 FEET; THENCE S00°11'09"W A DISTANCE OF 140.00 FEET TO A POINT THAT IS 10.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 14; THENCE N89°48'51"W AND ALONG A LINE THAT IS 10.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID

SECTION 14 A DISTANCE OF 2231.73 FEET; THENCE S00°11'09"W A DISTANCE OF 5.00 FEET TO A POINT WHICH IS 5.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 14; THENCE N89°48'51"W AND ALONG A LINE WHICH IS 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 14 A DISTANCE OF 2620.00 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 15; THENCE S89°56'35"W AND ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 496.23 FEET TO A POINT ON A CURVE, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD; THENCE S89°56'35"W AND ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 210.17 FEET TO A POINT ON A CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD; THENCE NORTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD ON A CURVE TO THE LEFT WHOSE CENTER BEARS N87°34'29"W, HAVING A DELTA OF 03°38'30", A RADIUS OF 1495.00 FEET, A DISTANCE OF 95.02 FEET AS MEASURED ALONG THE ARC TO A POINT WHICH IS 100.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 15; THENCE S89°56'35"W AND ALONG A LINE WHICH IS 100.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 75.00 FEET; THENCE S00°03'25"E A DISTANCE OF 85.00 FEET TO A POINT WHICH IS 15.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 15; THENCE S89°56'35"W AND ALONG A LINE WHICH IS 15.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 1858.76 FEET TO A POINT WHICH IS 5.00 FEET WEST OF THE NORTH/SOUTH CENTERLINE OF SAID SECTION 15; THENCE S00°09'37"W AND ALONG A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH THE NORTH/SOUTH CENTERLINE OF SAID SECTION 15 A DISTANCE OF 2551.48 FEET TO A POINT WHICH IS 100.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE S89°55'53"W AND ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 A DISTANCE OF 2626.79 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 16; THENCE S89°50'47"W AND ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16 A DISTANCE OF 2645.67 FEET TO A POINT ON THE NORTH/SOUTH CENTERLINE OF SAID SECTION 16 ALSO BEING ON THE WESTERLY LINE OF PARCEL "E" AS RECORDED IN BOOK 5250 AT PAGE 819 OF THE EL PASO COUNTY RECORDS; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL "E" THE FOLLOWING TWO (2) COURSES:

1. N00°09'02"E AND ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 16 A DISTANCE OF 5160.70 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 9;

2. N00°15'30"E ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 9 A DISTANCE OF 3638.69 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BRADLEY ROAD (FORMERLY KNOWN AS NEW DRENNAN ROAD);

THENCE CONTINUING N00°15'30"E AND ALONG SAID WEST LINE OF THE EAST HALF OF SAID SECTION 9 A DISTANCE OF 210.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BRADLEY ROAD, SAID POINT BEING THE SOUTHWESTERLY CORNER OF LOT 4 AS PLATTED IN COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1 AS RECORDED IN PLAT BOOK B-4 AT PAGE 47 OF THE EL PASO COUNTY RECORDS; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF BRADLEY ROAD THE FOLLOWING TWO (2) COURSES:

1. S89°54'16"E A DISTANCE OF 1025.87 FEET TO A POINT OF CURVE;
2. ALONG A CURVE TO THE LEFT HAVING A DELTA OF 21°02'22", A RADIUS OF 150.00 FEET, A DISTANCE OF 55.08 FEET AS MEASURED ALONG THE ARC TO A POINT ON A CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF FOREIGN TRADE ZONE BOULEVARD AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD THE FOLLOWING TWO (2) COURSES:

1. ALONG A CURVE TO THE LEFT WHOSE CENTER BEARS N20°56'38"W, HAVING A DELTA OF 68°41'44", A RADIUS OF 150.00 FEET, A DISTANCE OF 179.84 FEET AS MEASURED ALONG THE ARC TO A POINT OF TANGENT;
2. N00°21'38"E A DISTANCE OF 385.68 FEET;

THENCE S89°54'16"E A DISTANCE OF 100.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD, SAID POINT BEING THE MOST SOUTHWESTERLY CORNER OF EXCEPTION NO. 6 WESTPORT AS RECORDED IN BOOK 5250 AT PAGE 804 OF THE EL PASO COUNTY RECORDS; THENCE ALONG THE BOUNDARY LINE OF EXCEPTION NO. 6 WESTPORT THE FOLLOWING EIGHT (8) COURSES:

1. S89°54'16"E A DISTANCE OF 772.04 FEET TO A POINT OF CURVE;
2. ALONG A CURVE TO THE LEFT HAVING A DELTA OF 90°00'00", A RADIUS OF 530.00 FEET, A DISTANCE OF 832.52 FEET AS MEASURED ALONG THE ARC TO A POINT OF TANGENT;
3. N00°05'44"E A DISTANCE OF 608.59 FEET;
4. N89°54'16"W A DISTANCE OF 146.36 FEET TO A POINT OF CURVE;
5. ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 58°26'38", A RADIUS OF 300.00 FEET, A DISTANCE OF 306.01 FEET AS MEASURED ALONG THE ARC TO A POINT OF REVERSE CURVE;

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6. ALONG A CURVE TO THE LEFT HAVING A DELTA OF 58°26'38", A RADIUS OF 300.00 FEET, A DISTANCE OF 306.01 FEET AS MEASURED ALONG THE ARC TO A POINT OF TANGENT;
7. N89°54'16"W A DISTANCE OF 647.82 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD;
8. S00°21'38"W AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD A DISTANCE OF 40.00 FEET;

THENCE N89°54'16"W A DISTANCE OF 80.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD, SAID POINT BEING THE NORTHEASTERLY CORNER OF LOT 2 AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1; THENCE CONTINUING N89°54'16"W A DISTANCE OF 593.77 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 2; THENCE S00°21'38"W A DISTANCE OF 366.81 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 2; THENCE EASTERLY AND ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOT 2 THE FOLLOWING FOUR (4) COURSES:

1. S89°54'16"E A DISTANCE OF 138.48 FEET;
2. S32°35'57"E A DISTANCE OF 37.11 FEET;
3. N57°24'03"E A DISTANCE OF 57.81 FEET;
4. S89°54'16"E A DISTANCE OF 386.59 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 2, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD;

THENCE CONTINUING S89°54'16"E A DISTANCE OF 80.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD; THENCE S00°21'38"W AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD A DISTANCE OF 366.76 FEET; THENCE N89°54'16"W A DISTANCE OF 80.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD, SAID POINT BEING THE SOUTHEASTERLY CORNER OF LOT 3 AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1; THENCE CONTINUING N89°54'16"W A DISTANCE OF 1090.88 FEET TO THE MOST SOUTHWESTERLY CORNER OF SAID LOT 3; THENCE CONTINUING N89°54'16"W A DISTANCE OF 96.42 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, SAID POINT ALSO BEING ON THE WEST LINE OF TRACT "B" AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1; THENCE N00°15'30"E AND ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9 A DISTANCE OF 217.81 FEET TO A POINT ON THE EXISTING CITY LIMITS OF THE CITY OF COLORADO SPRINGS; THENCE N00°21'38"E ALONG THE EXISTING CITY LIMITS OF THE CITY OF COLORADO SPRINGS A DISTANCE OF 2681.33 FEET; THENCE S89°53'24"E



AND ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4 ALSO BEING ON THE NORTHERLY LINE OF PARCEL "F" AS RECORDED IN BOOK 5250 AT PAGE 804 OF THE EL PASO COUNTY RECORDS A DISTANCE OF 870.48 FEET TO A POINT ON A SOUTHWESTERLY LINE OF LOT 1 AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1; THENCE S44°54'16"E A DISTANCE OF 1090.39 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD; THENCE NORTHERLY AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD THE FOLLOWING THREE (3) COURSES:

1. N45°05'44"E A DISTANCE OF 762.57 FEET TO A POINT OF CURVE;
2. ALONG A CURVE TO THE LEFT HAVING A DELTA OF 45°00'00", A RADIUS OF 890.00 FEET, A DISTANCE OF 699.00 FEET AS MEASURED ALONG THE ARC TO A POINT OF TANGENT;
3. N00°05'44"E A DISTANCE OF 2224.96 FEET TO THE NORTHEAST CORNER OF SAID LOT 1;

THENCE CONTINUING N00°05'44"E A DISTANCE OF 10.00 FEET TO THE NORTHEAST CORNER OF TRACT "A" AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD; THENCE EASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD THE FOLLOWING FOUR (4) COURSES:

1. S90°00'00"E A DISTANCE OF 80.00 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD;
2. S90°00'00"E A DISTANCE OF 118.99 FEET;
3. N89°53'06"E A DISTANCE OF 619.37 FEET TO THE NORTHWEST CORNER OF AEROSPACE BOULEVARD AS PLATTED IN COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 2 AS RECORDED IN PLAT BOOK B-4 AT PAGE 48 OF THE EL PASO COUNTY RECORDS;
4. N89°53'06"E A DISTANCE OF 80.00 FEET TO A POINT ON A LINE WHICH IS ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID AEROSPACE BOULEVARD EXTENDED NORTHERLY;



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THENCE S00°05'44"W AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID AEROSPACE BOULEVARD EXTENDED NORTHERLY A DISTANCE OF 10.00 FEET TO THE NORTHWEST CORNER OF LOT 1 AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 2, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 2; THENCE S00°05'44"W AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID AEROSPACE BOULEVARD A DISTANCE OF 879.90 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOT 1 THE FOLLOWING TWO (2) COURSES:

1. N89°53'06"E A DISTANCE OF 226.12 FEET TO A POINT OF CURVE;
2. ALONG A CURVE TO THE LEFT HAVING A DELTA OF 89°47'22", A RADIUS OF 300.00 FEET, A DISTANCE OF 470.14 FEET AS MEASURED ALONG THE ARC TO A POINT OF TANGENT ON THE WESTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD;

THENCE N00°05'44"E AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID MARKSHEFFEL BOULEVARD A DISTANCE OF 480.63 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 90°12'38", A RADIUS OF 100.00 FEET, A DISTANCE OF 157.45 FEET AS MEASURED ALONG THE ARC ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF A STREET AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 2 TO A POINT ON THE NORTHERLY LINE OF SAID LOT 1; THENCE N00°06'54"W A DISTANCE OF 10.00 FEET; THENCE N89°53'06"E A DISTANCE OF 310.40 FEET TO A POINT OF INTERSECTION BETWEEN THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DRENNAN ROAD AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID MARKSHEFFEL BOULEVARD; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DRENNAN ROAD THE FOLLOWING TWO (2) COURSES:

1. N89°53'06"E A DISTANCE OF 437.16 FEET TO THE NORTHWEST CORNER OF PARCEL "D" EXCEPTION NO. 1 AS RECORDED IN BOOK 5250 AT PAGE 819 OF THE EL PASO COUNTY RECORDS;
2. N89°53'06"E A DISTANCE OF 80.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "D" EXCEPTION NO. 1;

THENCE S00°05'44"W A DISTANCE OF 2113.97 FEET TO A POINT ON A NORTHERLY LINE OF SAID PARCEL "D"; THENCE N89°24'57"E AND ALONG SAID NORTHERLY LINE OF SAID PARCEL "D" A DISTANCE OF 1220.90 FEET TO THE NORTHWEST CORNER OF TRACT "B" OF MORNING SUN I AS RECORDED IN PLAT BOOK A-4 AT PAGE 179 OF THE EL PASO COUNTY RECORDS; THENCE S00°05'44"W AND ALONG THE WESTERLY BOUNDARY LINE OF SAID MORNING SUN I A DISTANCE OF 1230.73 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HORIZONVIEW DRIVE AS PLATTED IN MORNING SUN I, SAID POINT BEING A POINT ON CURVE; THENCE ALONG A CURVE TO THE RIGHT WHOSE CENTER BEARS S45°32'57"W, HAVING A DELTA OF 35°03'39", A RADIUS OF 624.36 FEET, A DISTANCE OF 382.06 FEET AS MEASURED ALONG THE ARC TO A POINT ON CURVE; THENCE EASTERLY AND ALONG THE SOUTHERLY LINE OF SAID MORNING SUN I THE FOLLOWING TWO (2) COURSES:

1. N68°35'33"E A DISTANCE OF 186.26 FEET;
2. N90°00'00"E A DISTANCE OF 764.65 FEET TO THE SOUTHEAST CORNER OF LOT 23 OF SAID MORNING SUN I;

THENCE S12°40'27"W A DISTANCE OF 359.46 FEET TO THE NORTHEASTERLY CORNER OF PARCEL "G" AS RECORDED IN BOOK 5250 AT PAGE 804 OF THE EL PASO COUNTY RECORDS; THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY LINE AND WESTERLY ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL "G" THE FOLLOWING THREE (3) COURSES:

1. S12°40'27"W A DISTANCE OF 635.54 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL "G";
2. N77°19'33"W A DISTANCE OF 617.53 FEET TO A POINT OF CURVE;
3. ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 11°35'20", A RADIUS OF 792.47 FEET, A DISTANCE OF 160.29 FEET AS MEASURED ALONG THE ARC TO A POINT ON CURVE, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF HORIZONVIEW DRIVE AS PLATTED IN SAID MORNING SUN I;

THENCE SOUTHERLY ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID HORIZONVIEW DRIVE AS PLATTED IN SAID MORNING SUN I ALONG A CURVE TO THE RIGHT WHOSE CENTER BEARS N68°33'21"W, HAVING A DELTA OF 02°49'08", A RADIUS OF 610.00 FEET, A DISTANCE OF 30.01 FEET AS MEASURED ALONG THE ARC TO A POINT ON CURVE, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF HORIZONVIEW DRIVE AS PLATTED IN COLORADO CENTRE RESIDENTIAL FILING NO. 3 AS RECORDED IN PLAT BOOK A-4 AT PAGE 13 OF THE EL PASO COUNTY RECORDS; THENCE S89°24'57"W AND ALONG THE NORTHERLY LINE OF SAID COLORADO CENTRE RESIDENTIAL FILING NO. 3 A DISTANCE OF 1270.55 FEET TO THE NORTHWEST CORNER OF LOT 57 AS PLATTED IN SAID COLORADO CENTRE RESIDENTIAL FILING NO. 3, SAID POINT BEING THE NORTHEAST CORNER OF LOT 48 AS PLATTED

IN COLORADO CENTRE RESIDENTIAL FILING NO. 2 AS RECORDED IN PLAT BOOK A-4 AT PAGE 4 OF THE EL PASO COUNTY RECORDS; THENCE CONTINUING S89°24'57"W AND ALONG THE NORTHERLY BOUNDARY LINE OF SAID COLORADO CENTRE RESIDENTIAL FILING NO. 2 A DISTANCE OF 593.47 FEET TO THE NORTHWEST CORNER OF TRACT "B" AS PLATTED IN SAID COLORADO CENTRE RESIDENTIAL FILING NO. 2, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD; THENCE SOUTHERLY AND EASTERLY ALONG THE WESTERLY BOUNDARY LINE OF SAID COLORADO CENTRE RESIDENTIAL FILING NO. 2 THE FOLLOWING FIVE (5) COURSES:

1. S00°05'44"W AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID MARKSHEFFEL BOULEVARD A DISTANCE OF 1164.52 FEET;
2. S29°25'07"E A DISTANCE OF 439.18 FEET;
3. S60°35'03"E A DISTANCE OF 420.00 FEET;
4. N44°24'57"E A DISTANCE OF 170.00 FEET;
5. S80°35'03"E A DISTANCE OF 100.00 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF SAID COLORADO CENTRE RESIDENTIAL FILING NO. 2, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 13 OF COLORADO CENTRE RESIDENTIAL FILING NO. 1 AS RECORDED IN PLAT BOOK 2-3 AT PAGE 36 OF THE EL PASO COUNTY RECORDS;

THENCE CONTINUING S80°35'03"E AND ALONG THE SOUTHERLY LINE OF SAID COLORADO CENTRE RESIDENTIAL FILING NO. 1 A DISTANCE OF 380.00 FEET TO THE SOUTHEASTERLY CORNER OF LOT 8 AS PLATTED IN SAID COLORADO CENTRE RESIDENTIAL FILING NO. 1; THENCE CONTINUING S80°35'03"E A DISTANCE OF 81.08 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HORIZONVIEW DRIVE AS PLATTED IN SAID COLORADO CENTRE RESIDENTIAL FILING NO. 1; THENCE SOUTHERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HORIZONVIEW DRIVE THE FOLLOWING TWO (2) COURSES:

1. S00°05'44"W A DISTANCE OF 471.53 FEET TO A POINT OF CURVE;
2. ALONG A CURVE TO THE LEFT HAVING A DELTA OF 90°00'00", A RADIUS OF 100.00 FEET, A DISTANCE OF 157.08 FEET AS MEASURED ALONG THE ARC TO A POINT OF TANGENT, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF BRADLEY ROAD (FORMERLY KNOWN AS NEW DRENNAN ROAD); SAID POINT ALSO BEING ON THE BOUNDARY LINE OF SAID PARCEL "D";

THENCE NORTHERLY ALONG THE BOUNDARY LINE OF SAID PARCEL "D" THE FOLLOWING THIRTY-SEVEN (37) COURSES:

1. S89°54'16"E A DISTANCE OF 356.52 FEET TO A POINT OF CURVE;
2. ALONG A CURVE TO THE LEFT HAVING A DELTA OF 04°24'02", A RADIUS OF 1495.00 FEET, A DISTANCE OF 114.82 FEET AS MEASURED ALONG THE ARC TO A POINT ON CURVE;

3. N40°14'50"W A DISTANCE OF 98.73 FEET;
4. N32°44'49"E A DISTANCE OF 316.29 FEET;
5. N67°14'26"E A DISTANCE OF 248.30 FEET;
6. N01°23'21"E A DISTANCE OF 96.43 FEET;
7. N37°04'19"E A DISTANCE OF 187.92 FEET;
8. S62°10'53"E A DISTANCE OF 198.88 FEET;
9. N49°10'16"E A DISTANCE OF 205.87 FEET;
10. N00°45'11"W A DISTANCE OF 121.98 FEET;
11. N46°53'27"E A DISTANCE OF 577.62 FEET;
12. N28°13'56"E A DISTANCE OF 232.87 FEET;
13. N23°37'44"E A DISTANCE OF 105.55 FEET;
14. N24°34'29"W A DISTANCE OF 90.41 FEET;
15. N27°16'55"W A DISTANCE OF 75.68 FEET;
16. N01°16'11"E A DISTANCE OF 229.61 FEET;
17. N12°40'27"E A DISTANCE OF 875.93 FEET TO A POINT ON THE  
NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID  
SECTION 3;
18. N12°40'27"E A DISTANCE OF 341.16 FEET;
19. N07°29'57"E A DISTANCE OF 133.00 FEET;
20. N17°05'43"E A DISTANCE OF 147.56 FEET;
21. N35°18'15"E A DISTANCE OF 127.05 FEET;
22. N50°28'58"E A DISTANCE OF 224.70 FEET;
23. N37°01'25"E A DISTANCE OF 111.79 FEET;
24. N14°54'51"E A DISTANCE OF 89.01 FEET;
25. N36°49'53"W A DISTANCE OF 214.33 FEET;
26. N62°06'13"W A DISTANCE OF 133.06 FEET;
27. N35°29'36"W A DISTANCE OF 144.29 FEET;
28. N09°29'53"W A DISTANCE OF 311.63 FEET;
29. N43°14'07"W A DISTANCE OF 179.31 FEET;
30. N76°01'10"W A DISTANCE OF 233.73 FEET;
31. N62°33'26"W A DISTANCE OF 98.30 FEET;
32. N34°16'47"W A DISTANCE OF 233.80 FEET;
33. N22°40'38"W A DISTANCE OF 313.21 FEET;
34. S90°00'00"W A DISTANCE OF 226.55 FEET;
35. N00°00'00"E A DISTANCE OF 1287.18 FEET;
36. N58°00'07"W A DISTANCE OF 386.30 FEET;
37. N00°00'00"E A DISTANCE OF 55.18 FEET TO A POINT ON THE  
SOUTHERLY RIGHT-OF-WAY LINE OF SAID DRENNAN ROAD;

THENCE N89°53'55"E AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF  
SAID DRENNAN ROAD A DISTANCE OF 1682.88 FEET TO THE POINT OF  
BEGINNING, CONTAINING 3687.0495 ACRES.

Legal Description

*Colorado Centre No. 2*

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LEGAL DESCRIPTION - ANNEXATION PLAT OF COLORADO CENTRE NO. 2

A TRACT OF LAND BEING A PORTION OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 65 WEST AND SECTIONS 2, 11, 12, 13, 14, 15, 16, 21, AND 22, TOWNSHIP 15 SOUTH, RANGE 65 WEST, ALL OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING CONSIDERED S89°58'31"W

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35, SAID POINT BEING THE POINT OF BEGINNING;

THENCE S00°32'34"W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35 EXTENDED SOUTHERLY A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD; THENCE S89°58'31"W ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD A DISTANCE OF 338.02 FEET; THENCE N00°32'34"E ALONG A LINE 338.00 FEET WESTERLY OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35 A DISTANCE OF 2674.75 FEET TO A POINT ON THE EAST/WEST CENTERLINE OF SAID SECTION 35; THENCE S89°53'24"W ALONG THE EAST/WEST CENTERLINE OF SAID SECTION 35 A DISTANCE OF 1082.79 FEET TO THE NORTHEAST CORNER OF PARCEL "A" AS RECORDED IN BOOK 5250 AT PAGE 819 OF THE EL PASO COUNTY RECORDS; THENCE S00°32'34"W ALONG THE EASTERLY LINE OF SAID PARCEL "A" AND THE EASTERLY LINE OF SAID PARCEL "A" EXTENDED SOUTHERLY A DISTANCE OF 2673.80 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD; THENCE S89°58'31"W ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD A DISTANCE OF 1248.11 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2; THENCE S89°58'57"W ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DRENNAN ROAD A DISTANCE OF 735.32 FEET TO THE NORTHEAST CORNER OF PARCEL "D" AS RECORDED IN BOOK 5250 AT PAGE 819 OF THE EL PASO COUNTY RECORDS; THENCE SOUTHERLY ALONG THE EASTERLY LINE AND WESTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL "D" THE FOLLOWING FOURTEEN (14) COURSES:

1. S04°37'34"E A DISTANCE OF 146.20 FEET;
2. S37°09'04"W A DISTANCE OF 1605.00 FEET;
3. S06°25'04"W A DISTANCE OF 2540.00 FEET;
4. S89°45'38"E A DISTANCE OF 1964.45 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2;

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5. S00°11'01"W ALONG THE EAST LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 1319.06 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 2 BEING THE NORTH QUARTER CORNER OF SAID SECTION 11;
6. S00°25'10"W ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11 A DISTANCE OF 2642.22 FEET TO THE CENTER CORNER OF SAID SECTION 11;
7. S89°53'31"E ALONG THE EAST/WEST CENTERLINE OF SAID SECTION 11 A DISTANCE OF 2665.97 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 11 BEING THE WEST QUARTER CORNER OF SAID SECTION 12;
8. N89°52'37"E ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 1323.82 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12;
9. S00°28'13"W ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 2644.70 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13;
10. S89°54'19"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 1323.81 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 13;
11. S00°13'22"W ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 2634.56 FEET TO THE CENTER CORNER OF SAID SECTION 13;
12. N89°58'42"W ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 2654.31 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 14;
13. N89°48'51"W ALONG THE EAST/WEST CENTERLINE OF SAID SECTION 14 A DISTANCE OF 5301.72 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 15;
14. S89°56'35"W ALONG THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 496.40 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD;

THENCE S89°56'35"W ALONG THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 210.20 FEET TO A POINT ON CURVE ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID MARKSHEFFEL BOULEVARD, SAID POINT ALSO BEING THE MOST EASTERLY CORNER OF PARCEL "E" AS RECORDED IN BOOK 5250 AT PAGE 819 OF THE EL PASO COUNTY RECORDS; THENCE WESTERLY AND SOUTHERLY ALONG THE BOUNDARY LINE OF SAID PARCEL "E" THE FOLLOWING TWO (2) COURSES:

1. S89°56'35"W ALONG THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 1927.50 FEET TO THE CENTER CORNER OF SAID SECTION 15;

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2. S00°09'37"W ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 15 A DISTANCE OF 2636.48 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 15 BEING THE NORTH QUARTER CORNER OF SAID SECTION 22;

THENCE S00°09'37"W ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 15 EXTENDED SOUTHERLY A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF FONTAINE BOULEVARD; THENCE WESTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID FONTAINE BOULEVARD THE FOLLOWING TWO (2) COURSES:

1. S89°55'53"W ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FONTAINE BOULEVARD A DISTANCE OF 2631.56 FEET;
2. S89°50'47"W ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FONTAINE BOULEVARD A DISTANCE OF 2645.88 FEET TO A POINT ON THE NORTH/SOUTH CENTERLINE OF SAID SECTION 16 EXTENDED SOUTHERLY;

THENCE N00°09'02"E ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 16 EXTENDED SOUTHERLY A DISTANCE OF 30.00 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 21 BEING THE SOUTH QUARTER CORNER OF SAID SECTION 16; THENCE N00°09'02"E ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 16 AND THE WESTERLY LINE OF SAID PARCEL "E" A DISTANCE OF 100.00 FEET; THENCE N89°50'47"E ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16 A DISTANCE OF 2645.67 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 15; THENCE N89°55'53"E ALONG A LINE 100.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 A DISTANCE OF 2626.79 FEET TO A POINT WHICH IS 5.00 FEET WEST OF THE NORTH/SOUTH CENTERLINE OF SAID SECTION 15; THENCE N00°09'37"E ALONG A LINE 5.00 FEET WESTERLY OF AND PARALLEL WITH THE NORTH/SOUTH CENTERLINE OF SAID SECTION 15 A DISTANCE OF 2551.48 FEET TO A POINT WHICH IS 15.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 15; THENCE N89°56'35"E ALONG A LINE 15.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 1858.76 FEET; THENCE N00°03'25"W A DISTANCE OF 85.00 FEET TO A POINT WHICH IS 100.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 15; THENCE N89°56'35"E ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 75.00 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD; THENCE SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD ON A CURVE TO THE RIGHT WHOSE CENTER BEARS S88°47'01"W, HAVING A DELTA OF 03°38'30", A RADIUS OF 1495.00 FEET, A DISTANCE OF 95.02 FEET AS MEASURED ALONG THE ARC



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TO A POINT WHICH IS 5.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 15; THENCE N89°56'35"E ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 210.17 FEET TO A POINT ON CURVE ON THE EAST-ERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD; THENCE N89°56'35"E ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 496.23 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 14; THENCE S39°48'51"E ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 14 A DISTANCE OF 2620.00 FEET; THENCE N00°11'09"E A DISTANCE OF 5.00 FEET; THENCE S89°48'51"E ALONG A LINE 10.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 14 A DISTANCE OF 2231.73 FEET; THENCE N00°11'09"E A DISTANCE OF 140.00 FEET TO A POINT WHICH IS 150.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 14; THENCE S89°48'51"E ALONG A LINE 150.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 14 A DISTANCE OF 450.46 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE S89°58'42"E ALONG A LINE 150.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 599.12 FEET; THENCE S00°01'18"W A DISTANCE OF 145.00 FEET TO A POINT WHICH IS 5.00 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE S89°58'42"E ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 2034.30 FEET TO A POINT WHICH IS 20.00 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE N00°13'22"E ALONG A LINE 20.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 2579.59 FEET TO A POINT WHICH IS 50.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE N89°54'19"W ALONG A LINE 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 1314.03 FEET TO A POINT WHICH IS 10.00 FEET WEST OF THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE N00°28'13"E ALONG A LINE 10.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 2689.66 FEET TO A POINT WHICH IS 5.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE S89°52'37"W ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 1313.82 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 11; THENCE N89°53'31"W ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 11 A DISTANCE OF 2670.97 FEET TO A POINT WHICH IS 5.00 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE N00°25'10"E ALONG A

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LINE 5.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11 A DISTANCE OF 2647.22 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE N00°11'01"E ALONG A LINE 5.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 1299.07 FEET TO A POINT WHICH IS 20.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE N89°45'38"W ALONG A LINE 20.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 1966.66 FEET; THENCE NORTHERLY AND ALONG A LINE 5.00 FEET WEST OF AND PARALLEL WITH AN EASTERLY LINE OF SAID PARCEL "D" THE FOLLOWING THREE (3) COURSES:

1. N06°25'04"E A DISTANCE OF 2562.03 FEET;
2. N37°09'04"E A DISTANCE OF 1604.47 FEET;
3. N04°37'34"W A DISTANCE OF 144.70 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD;

THENCE N04°37'34"W ALONG A LINE 5.00 FEET WEST OF AND PARALLEL WITH AN EASTERLY LINE OF SAID PARCEL "D" EXTENDED NORTHERLY FROM THE NORTHEAST CORNER OF SAID PARCEL "D" A DISTANCE OF 130.38 FEET TO A POINT WHICH IS 100.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE N89°58'57"E ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35 A DISTANCE OF 751.87 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE N89°58'31"E ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35 A DISTANCE OF 1243.25 FEET TO A POINT WHICH IS 5.00 FEET WEST OF THE EASTERLY LINE OF SAID PARCEL "A"; THENCE N00°32'34"E ALONG A LINE WHICH IS 5.00 FEET WEST OF THE EASTERLY LINE OF SAID PARCEL "A" A DISTANCE OF 2543.80 FEET TO A POINT ON THE EAST/WEST CENTERLINE OF SAID SECTION 35; THENCE N00°32'34"E ALONG A LINE 5.00 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID PARCEL "A" EXTENDED NORTHERLY A DISTANCE OF 5.00 FEET; THENCE N89°55'24"E ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 35 A DISTANCE OF 1425.87 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35; THENCE S00°32'37"W ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 A DISTANCE OF 5.00 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 35; THENCE S00°32'34"W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35 A DISTANCE OF 2615.03 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD; THENCE S00°32'34"W ALONG THE EAST LINE OF SOUTHEAST QUARTER OF SAID SECTION 35 A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING, CONTAINING 54.3963 ACRES.

LEGAL DESCRIPTION

BOOK 5557 PAGE 595

A tract of land located in Sections 2, 3, 4, 8, 9, 10, 11, 14, 15, 16, 17, 20, 21, 22, 23, 26, 27, 28, 33, 34 and 35, all in T14S, R65W of the 6th P.M. and in Sections 2, 3 and 4, T15S, R65W of the 6th P.M., County of El Paso, State of Colorado, described as follows:

BEGINNING at the Southeast Corner of Section 34, T13S, R65W of the 6th P.M., from which the Northeast Corner of said Section 34 bears N01°14'52"E (basis of bearing - true meridian), 5298.00 feet; thence S00°02'02"W, 2728.97 feet along the West line of the NW1/4 of Section 2, T14S, R65W of the 6th P.M. to the W1/4 Corner of said Section 2;

Thence N89°50'23"E, 3692.78 feet along the East-West Centerline of said Section 2;

Thence S00°16'30"E, 18,454.90 feet to the North line of the NE1/4 of Section 26, T14S, R65W of the 6th P.M.;

Thence N89°44'53"E, 1528.09 feet along the North line of the NE1/4 of said Section 26 to the Northeast Corner of said Section 26;

Thence S00°29'58"W, 5290.35 feet along the East line of said Section 26 to the Southeast Corner of said Section 26;

Thence S89°49'30"W, 2663.97 feet along the South line of the SE1/4 of said Section 26 to the NE1/4 Corner of Section 35, T14S, R65W of the 6th P.M.;

Thence S00°33'19"W, 2642.56 feet along the North-South Centerline of said Section 35 to the Center of said Section 35;

Thence S89°52'44"W, 1333.24 feet along the East-West Centerline of said Section 35 to the Northeast Corner of the W1/2 of the SW1/4 of said Section 35;

Thence S00°34'58"W, 2641.32 feet along the East line of the W1/2 of the SW1/4 of said Section 35 to the Southeast Corner thereof;

Thence continuing S00°34'58"W, 30.00 feet along the East line extended Southerly of the W1/2 of the SW1/4 of said Section 35 to a point on the South right-of-way line of Drennan Road;

Thence S89°55'58"W, 1334.11 feet along the South right-of-way line of said Drennan Road;

Thence S89°51'19"W, 1682.88 feet along the South right-of-way line of said Drennan Road to a Westerly line and a Westerly line extended Northerly of Parcel "D" as described in Instrument recorded in Book 5250 at Page 819 of the records of El Paso County, Colorado;

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FIRST ANNEXATION OF THE BANNING-LEWIS RANCH (continued)

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Thence N00°02'36"W, 110.00 feet along a Westerly line and a Westerly line extended Northerly of said Parcel "D";

Thence S89°50'56"W, 1626.75 feet to a point on the East line extended Northerly of Exception No. 1 to Parcel "D" as described in Instrument recorded in said Book 5250 at Page 819;

Thence S00°03'03"W, 110.00 feet along the East line extended Northerly of said Exception No. 1 to Parcel "D" to a point on the South right-of-way line of Drennan Road;

Thence S89°50'25"W, 827.56 feet along the South right-of-way line of said Drennan Road to a point on a line that is N00°09'35"W, from the Northerly point of tangency of a 100.00 foot radius curve along the Northeasterly line of Lot 1, COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 2 as recorded in Plat Book B-4 at Page 48 of the records of El Paso County, Colorado;

Thence S00°09'35"E, 10.00 feet to the Northerly point of tangency of said 100.00 foot radius curve;

Thence S89°50'25"W, 424.65 feet along the North line of said Lot 1 to the Northwest Corner of said Lot 1;

Thence N00°03'03"E, 10.00 feet along the East right-of-way line extended Northerly of Aerospace Boulevard in said COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 2 to the North line of said COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 2;

Thence S89°50'25"W, 699.37 feet along the South right-of-way line of Drennan Road;

Thence S89°57'09"W, 198.99 feet along the South right-of-way line of said Drennan Road to the East line extended Northerly of Lot 1 in COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1 as recorded in Plat Book B-4 at Page 47 of the records of El Paso County, Colorado;

Thence S00°02'53"W, 10.00 feet along the East line extended Northerly of Lot 1 in said COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1 to the Northeast Corner of said Lot 1;

Thence S89°57'09"W, 1114.92 feet along the North line of Lot 1 in said COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1 to the Northwest Corner of said Lot 1;

Thence N00°12'08"W, 10.00 feet along the West line extended Northerly of Lot 1 in said COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1 to a point on the South right-of-way line of Drennan Road;

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FIRST ANNEXATION OF THE BANNING-LEWIS RANCH (continued)

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Thence S89°57'09"W, 1314.33 feet along the South right-of-way line of Drennan Road to a point on the existing City limits of the City of Colorado Springs;

Thence N00°19'09"E, 30.00 feet along the existing City limits of the City of Colorado Springs;

Thence N00°18'19"E, 5282.47 feet along the existing City limits of the City of Colorado Springs;

Thence S89°20'50"W, 662.98 feet along the existing City limits of the City of Colorado Springs;

Thence N00°03'50"E, 2620.18 feet along the existing City limits of the City of Colorado Springs;

Thence N00°08'00"E, 2639.27 feet along the the existing City limits of the City of Colorado Springs;

Thence S89°50'39"E, 663.31 feet along the existing City limits of the City of Colorado Springs;

Thence N00°05'27"W, 2653.15 feet along the existing City limits of the City of Colorado Springs;

Thence N89°59'09"W, 906.04 feet along the existing City limits of the City of Colorado Springs to the Southwest Corner of that certain 100.00 foot wide strip of land conveyed to the County of El Paso as described in Quit-Claim Deed recorded in Book 752 at Page 305 of the records of El Paso County, Colorado;

Thence N30°35'15"W, 781.17 feet along the Southwesterly line of that certain strip of land as described in said Book 752 at Page 305 to a point of curve to the left;

Thence Northwesterly, 265.46 feet along the Southwesterly line of that certain strip of land as described in said Book 752 at Page 305 and along the arc of said curve to a point tangent, said arc having a radius of 1382.69 feet, a central angle of 11°00'00" and being subtended by a chord that bears N36°05'15"W, 265.05 feet;

Thence N41°35'15"W, 200.00 feet along the Southwesterly line of that certain strip of land as described in said Book 752 at Page 305 to a point of curve to the right;

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FIRST ANNEXATION OF THE BANNING-LEWIS RANCH (continued)

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Thence Northwesterly, 358.44 feet along the Southwesterly line of that certain strip of land as described in said Book 752 at Page 305 and along the arc of said curve to the Southwesterly line of that certain strip of land conveyed to El Paso County as described in Deed recorded in Book 752 at Page 365 of the records of El Paso County, Colorado, said arc having a radius of 1196.28 feet, a central angle of  $17^{\circ}10'04''$  and being subtended by a chord that bears  $N33^{\circ}00'13''W$ , 357.10 feet;

Thence  $N34^{\circ}54'57''W$ , 1534.95 feet along the Southwesterly line of that certain strip of land as described in said Book 752 at Page 365 to a point on the existing City limits of the City of Colorado Springs;

Thence  $N34^{\circ}54'57''W$ , 52.65 feet along the existing City limits of the City of Colorado Springs;

Thence  $N00^{\circ}10'48''W$ , 9.44 feet along the existing City limits of the City of Colorado Springs;

Thence  $N00^{\circ}01'22''E$ , 4650.84 feet along the existing City limits of the City of Colorado Springs to a Northeast Corner of the existing City limits of the City of Colorado Springs;

Thence  $S89^{\circ}59'14''E$ , 60.00 feet to the East right-of-way line of Marksheffel Road;

Thence  $N00^{\circ}01'22''E$ , 389.74 feet along the East right-of-way line of said Marksheffel Road to the Northerly right-of-way line of Colorado State Highway No. 94;

Thence  $N70^{\circ}39'00''W$ , 63.58 feet along the Northerly right-of-way line of said Colorado State Highway No. 94 to the West right-of-way line of Marksheffel Road;

Thence  $N00^{\circ}01'22''E$ , 30.56 feet along the West right-of-way line of said Marksheffel Road;

Thence  $N47^{\circ}26'00''W$ , 2198.95 feet;

Thence  $N85^{\circ}45'00''E$ , 617.13 feet to the North line of the  $SE1/4$  of the  $SE1/4$  of Section 8, T14S, R65W of the 6th P.M.;

Thence  $S89^{\circ}59'58''E$ , 1035.25 feet along the North line of the  $SE1/4$  of the  $SE1/4$  of said Section 8 to the Northeast Corner of the  $SE1/4$  of the  $SE1/4$  of said Section 8;

Thence continuing  $S89^{\circ}59'58''E$ , 30.00 feet to the East right-of-way line of Marksheffel Road;

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Thence N00°02'50"E, 1342.28 feet along the East right-of-way line of said Marksheffel Road;

Thence N00°00'21"W, 1979.37 feet along the East right-of-way line of said Marksheffel Road to the Easterly line of Parcel No. 3 conveyed to the State Department of Highways as described in Instrument recorded in Book 1848 at Page 84 of the records of El Paso County, Colorado;

Thence N16°48'39"E, 35.31 feet along the Easterly line of said Parcel No. 3 as described in said Book 1848 at Page 84 to the Southeasterly right-of-way line of U.S. Highway No. 24;

Thence N33°39'00"E, 269.11 feet along the Southeasterly right-of-way line of said U.S. Highway No. 24 to a point of curve to the right;

Thence Northeasterly, 990.81 feet along the Southeasterly right-of-way line of said U.S. Highway No. 24 and along the arc of said curve to a point tangent, said arc having a radius of 2815.00 feet, a central angle of 20°10'00" and being subtended by a chord that bears N43°44'00"E, 985.70 feet;

Thence N53°49'00"E, 5877.86 feet along the Southeasterly right-of-way line of said U.S. Highway No. 24 to a point of curve to the left;

Thence Northeasterly, 1198.13 feet along the Southeasterly right-of-way line of said U.S. Highway No. 24 and along the arc of said curve to a point tangent, said arc having a radius of 2915.00 feet, a central angle of 23°33'00" and being subtended by a chord that bears N42°02'30"E, 1189.72 feet;

Thence N30°16'00"E, 747.64 feet along the Southeasterly right-of-way line of said U.S. Highway No. 24 to the North line of the NW1/4 of Section 3, T14S, R65W of the 6th P.M.;

Thence N89°42'24"E, 1183.63 feet along the North line of the NW1/4 of said Section 3 to the N1/4 Corner of said Section 3;

Thence N89°42'24"E, 2667.93 feet along the North line of the NE1/4 of said Section 3 to the POINT OF BEGINNING.

Gross Area = 8,979.116 Acres, more or less.

EXCEPT that "35-Acre Parcel" conveyed to Carla Worsham Lewis as described in Quit Claim Deed recorded in Book 3500 at Page 501 of the records of El Paso County, Colorado, located in the E1/2 of Section 9, T14S, R65W of the 6th P.M., more particularly described as follows:

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Commencing at the Southeast Corner of said Section 9, thence N14°42'38"W, 2392.05 feet to the Southeast Corner of said "35-Acre Parcel" and the TRUE POINT OF BEGINNING;

Thence N86°59'01"W, 583.82 feet along the Southerly line of said "35-Acre Parcel" to the Southwest Corner thereof;

Thence N03°00'59"E, 2669.59 feet along the Westerly line of said "35-Acre Parcel" to the Northwest Corner thereof;

Thence S76°29'16"E, 575.31 feet along the Northerly line of said "35-Acre Parcel" to the Northeast Corner thereof;

The following five courses and distances are along the Easterly line of said "35-Acre Parcel":

Thence S02°45'48"W, 597.79 feet;

Thence S03°51'15"W, 1030.21 feet;

Thence S22°39'27"E, 200.08 feet;

Thence S02°11'43"W, 234.06 feet;

Thence S09°30'37"W, 525.91 feet to the TRUE POINT OF BEGINNING.

Area = 35.000 Acres, more or less.

EXCEPT that tract of land conveyed to Mountain View Electric Association, Inc. as described in Quit Claim Deed recorded in Book 1060 at Page 423 of the records of El Paso County, Colorado, located in the NW1/4 of the NW1/4 of Section 15, T14S, R65W of the 6th P.M., more particularly described as follows:

Commencing at the Northwest Corner of said Section 15, thence S00°04'27"W, 330.70 feet along the West line of the NW1/4 of said Section 15; thence S79°11'33"E, 23.40 feet to the Northwest Corner of that tract of land as described in said Book 1060 at Page 423 and the TRUE POINT OF BEGINNING;

Thence S00°04'27"W, 54.72 feet along the Westerly line of that tract of land as described in said Book 1060 at Page 423 to the Southwest Corner thereof;

Thence S89°55'33"E, 50.00 feet along the Southerly line of that tract of land as described in said Book 1060 at Page 423 to the Southeast Corner thereof;

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Thence N00°04'27"E, 45.28 feet along the Easterly line of that tract of land as described in said Book 1060 at Page 423 to the Northeast Corner thereof;

Thence N79°14'03"W, 50.88 feet along the Northerly line of that tract of land as described in said Book 1060 at Page 423 to the TRUE POINT OF BEGINNING.

Area = 0.057 Acres, more or less.

EXCEPT that tract of land located in the NW1/4 of the SE1/4 of Section 15, T14S, R65W of the 6th P.M. described as follows:

BEGINNING at the Northeast Corner of the NW1/4 of the SE1/4 of said Section 15, thence S89°47'04"W, 713.43 feet along the North line of the SE1/4 of said Section 15 to a point from which the Center of said Section 15 bears S89°47'04"W, 622.30 feet;

Thence S00°08'56"E, 285.00 feet parallel with the North-South Centerline of said Section 15;

Thence N77°08'10"E, 731.61 feet to a point on the East line of the NW1/4 of the SE1/4 of said Section 15 which is Southerly 124.80 feet from the Northeast Corner of the NW1/4 of the SE1/4 of said Section 15;

Thence N00°15'39"W, 124.80 feet along the East line of the NW1/4 of the SE1/4 of said Section 15 to the POINT OF BEGINNING.

Area = 3.357 Acres, more or less.

EXCEPT a tract of land located in Sections 14, 15, 22 and 23, T14S, R65W of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Southeast Corner of said Section 15 from which the E1/4 Corner of said Section 15 bears N00°22'24"W, (basis of bearing - true meridian), 2625.61 feet and from which a Point hereinafter referred to as Point "A" bears N02°22'08"E, 1351.00 feet, thence N01°38'18"W, 1320.57 feet to a point on the North line of TRACT #3 as described in Instrument recorded in Book 3268 at Page 317 (379) of the records of El Paso County, Colorado; thence N35°09'00"W, 36.74 feet to the TRUE POINT OF BEGINNING;

Thence N35°09'00"W, 1310.43 feet;

Thence N54°51'00"E, 77.41 feet;

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Thence N30°00'00"W, 2001.44 feet;

Thence N60°00'00"E, 85.00 feet;

Thence S30°00'00"E, 2180.00 feet;

Thence S54°51'00"W, 52.34 feet to a point on a line from which said Point "A" bears S35°09'00"E;

Thence S35°09'00"E, 1191.20 feet to said Point "A";

Thence S89°53'23"E, 985.36 feet;

Thence S00°22'24"E, 2700.00 feet;

Thence N89°53'23"W, 1740.00 feet;

Thence N00°22'24"W, 2700.00 feet;

Thence S89°53'23"E, 639.89 feet to the TRUE POINT OF BEGINNING.

Area = 114.893 acres, more or less.

EXCEPT a tract of land located in the S1/2 of Section 4 and in the N1/2 of Section 9, all in T14S, R65W of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Southeast Corner of Section 34, T13S, R65W of the 6th P.M.; from which the Northeast Corner of said Section 34 bears N01°14'52"E (Basis of bearing - True Meridian), 5298.00 feet, thence S63°35'28"W, 11879.83 feet to the Northwest Corner of said Section 9; thence S00°00'21"E, 936.10 feet along the West line of the NW1/4 of said Section 9 to the Southwest Corner of Parcel No. 3 conveyed to the State Department of Highways as described in Instrument recorded in Book 1848 at Page 84 of the records of El Paso County, Colorado; Thence N89°59'39"E, 29.80 feet along the South line of Parcel No. 3 as described in said Book 1848 at Page 84 to the Southeast Corner thereof; thence N00°00'21"W, 216.36 feet along the East line of Parcel No. 3 as described in said Book 1848 at Page 84; thence N89°59'39"E, 361.12 feet to the TRUE POINT OF BEGINNING;

Thence continuing N89°59'39"E, 1548.04 feet;

Thence N24°46'10"E, 89.35 feet;

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Thence Northeasterly, 1461.66 feet along the arc of a curve concave to the Southeast, said arc having a radius of 1570.00 feet, a central angle of  $53^{\circ}20'32''$  and being subtended by a chord that bears  $N51^{\circ}26'27''E$ , 1409.45 feet;

Thence  $N04^{\circ}58'22''W$ , 545.74 feet to a point of curve to the left;

Thence Northwesterly, 902.23 feet along the arc of said curve to the Southeasterly right-of-way line of U.S. Highway No. 24, said arc having a radius of 1722.71 feet, a central angle of  $30^{\circ}00'26''$  and being subtended by a chord that bears  $N19^{\circ}58'35''W$ , 891.95 feet;

Thence  $S53^{\circ}49'00''W$ , 2227.45 feet along the Southeasterly right-of-way line of said U.S. Highway No. 24;

Thence  $S36^{\circ}11'00''E$ , 100.00 feet to a point from which the True Point of Beginning bears  $S32^{\circ}14'38''W$ ;

Thence  $S32^{\circ}14'38''W$ , 1118.55 feet to the TRUE POINT OF BEGINNING;

Area = 73.398 acres, more or less.

Area to be annexed = 8,752.411 acres, more or less.

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LEGAL DESCRIPTION

A tract of land located in Sections 10, 11, 14, 15, 21, 22, 23, 25, 26, 27, 28, 33, 34 and 35, T13S, R65W, in Sections 6 and 7, T14S, R64W, and in Sections 1, 2, 11, 12, 13, 14, 23, 24, 25 and 36, T14S, R65W, all of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Southeast Corner of Section 34, T13S, R65W of the 6th P.M., from which the Northeast Corner of said Section 34 bears N01°14'52"E (basis of bearing - true meridian), 5298.00 feet; thence S00°02'02"W, 2728.97 feet along the West line of the NW1/4 of Section 2, T14S, R65W of the 6th P.M. to the W1/4 Corner of said Section 2; thence N89°50'23"E, 3692.78 feet along the East-West Centerline of said Section 2 to the TRUE POINT OF BEGINNING;

Thence S89°50'23"W, 3692.78 feet along the East-West Centerline of said Section 2 to the W1/4 Corner of said Section 2;

Thence N00°02'02"E, 2728.97 feet along the West line of the NW1/4 of said Section 2 to the Southeast Corner of said Section 34;

Thence S89°42'24"W, 2667.93 feet along the South line of the SE1/4 of said Section 34 to the S1/4 Corner of said Section 34;

Thence S89°42'24"W, 2667.93 feet along the South line of the SW1/4 of said Section 34 to the Southeast Corner of Section 33, T13S, R65W of the 6th P.M.;

Thence S89°46'01"W, 1406.11 feet along the South line of the SE1/4 of said Section 33 to the Northerly right-of-way line of Constitution Avenue according to the plat of Constitution Avenue/Peterson Road Right-of-Way as recorded in Plat Book V-3 at Page 169 of the records of El Paso County, Colorado;

Thence Westerly, 478.38 feet along the Northerly right-of-way line of said Constitution Avenue and along the arc of a curve concave to the South to a point tangent, said arc having a radius of 1897.00 feet, a central angle of 14°26'56" and being subtended by a chord that bears N83°00'31"W, 477.12 feet;

Thence S89°46'01"W, 756.41 feet along the North right-of-way line of said Constitution Avenue to the East line of the West 10.00 feet of the E1/2 of said Section 33;

Thence N00°07'25"W, 2623.57 feet along the East line of the West 10.00 feet of the E1/2 of said Section 33;

Thence N89°46'30"E, 10.00 feet to the East line of the West 20.00 feet of the E1/2 of said Section 33;

## SECOND ANNEXATION OF THE BANNING-LEWIS RANCH (continued)

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Thence N00°07'25"W, 2683.58 feet along the East line of the West 20.00 feet of the E1/2 of said Section 33 to the South line of the SE1/4 of Section 28, T13S, R65W of the 6th P.M.;

Thence S89°46'59"W, 20.00 feet along the South line of the SE1/4 of said Section 28 to the S1/4 Corner of said Section 28;

Thence N00°00'08"W, 1596.57 feet along the North-South Centerline of said Section 28;

Thence N85°40'16"W, 795.81 feet to a point of curve to the left;

Thence Southwesterly, 2061.64 feet along the arc of said curve to the East line of the West 60.00 feet of the SW1/4 of said Section 28, said arc having a radius of 2010.08 feet, a central angle of 58°45'56" and being subtended by a chord that bears S64°56'46"W, 1972.45 feet;

Thence N00°14'59"W, 2254.91 feet along the East line of the West 60.00 feet of said Section 28;

Thence S89°45'01"W, 30.00 feet to the East line of the West 30.00 feet of the NW1/4 of said Section 28;

Thence N00°14'59"W, 888.28 feet along the East line of the West 30.00 feet of the NW1/4 of said Section 28 to the South line of the N1/2 of the NW1/4 of said Section 28;

Thence N89°48'20"E, 2624.04 feet along the South line of the N1/2 of the NW1/4 of said Section 28 to the Southeast Corner thereof;

Thence N89°48'20"E, 2654.18 feet along the South line of the N1/2 of the NE1/4 of said Section 28 to the Southeast Corner thereof;

Thence S89°09'53"E, 1294.71 feet along the South line of the N1/2 of the NW1/4 of Section 27, T13S, R65W of the 6th P.M.;

Thence N00°14'25"E, 2644.50 feet to the North line of the S1/2 of the SW1/4 of Section 22, T13S, R65W of the 6th P.M.;

Thence N88°59'56"W, 1294.74 feet along the North line of the S1/2 of the SW1/4 of said Section 22 to the Northwest Corner thereof;

Thence S89°46'42"W, 2663.01 feet along the North line of the S1/2 of the SE1/4 of Section 21, T13S, R65W of the 6th P.M. to the Northwest Corner thereof;

Thence S89°46'42"W, 2663.23 feet along the North line of the S1/2 of the SW1/4 of said Section 21 to a point on the existing City limits of the City of Colorado Springs;

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Thence N00°02'53"W, 1110.88 feet along the existing City limits of the City of Colorado Springs;

Thence N43°27'21"E, 290.52 feet to the East-West Centerline of said Section 21;

Thence N89°44'38"E, 1135.34 feet along the East-West Centerline of said Section 21 to the East line of the West 2.00 feet of the E1/2 of the NW1/4 of said Section 21;

Thence N00°01'36"E, 2613.76 feet along the East line of the West 2.00 feet of the E1/2 of the NW1/4 of said Section 21 to the South line of the North 30.00 feet of the NW1/4 of said Section 21;

Thence N89°39'32"E, 1334.77 feet along the South line of the North 30.00 feet of the NW1/4 of said Section 21 to the North-South Centerline of said Section 21;

Thence N00°06'06"E, 30.00 feet along the North-South Centerline of said Section 21 to the N1/4 Corner of said Section 21;

Thence N89°41'31"E, 2672.73 feet along the North line of the NE1/4 of said Section 21 to the Northeast Corner of said Section 21;

Thence N00°20'46"E, 2646.52 feet along the West line of the SW1/4 of Section 15, T13S, R65W of the 6th P.M. to the W1/4 Corner of said Section 15;

Thence N00°20'46"E, 2646.52 feet along the West line of the NW1/4 of said Section 15 to the Northwest Corner of said Section 15;

Thence S89°41'52"E, 1335.18 feet along the North line of the NW1/4 of said Section 15 to the Southwest Corner of the E1/2 of the SW1/4 of Section 10, T13S, R65W of the 6th P.M.;

Thence N00°12'56"W, 2660.25 feet along the West line of the E1/2 of the SW1/4 of said Section 10 to the Northwest Corner thereof;

Thence N00°12'56"W, 1315.13 feet along the West line of the E1/2 of the NW1/4 of said Section 10 to the South line of the North 15.00 feet of the S1/2 of the NW1/4 of said Section 10;

Thence N89°58'24"E, 100.00 feet along the South line of the North 15.00 feet of the S1/2 of the NW1/4 of said Section 10 to an East line of Parcel No. 7 conveyed to Frank A. Aries as described in Deed recorded in Book 5074 at Page 71 of the records of El Paso County, Colorado;

Thence S00°12'56"E, 379.31 feet along an East line of Parcel No. 7 as described in said Book 5074 at Page 71 to a North line thereof;

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Thence N89°51'57"E, 3954.82 feet along a North line of Parcel No. 7 as described in said Book 5074 at Page 71 to the West line of the NW1/4 of Section 11, T13S, R65W of the 6th P.M.;

Thence S89°07'50"E, 3884.05 feet along a North line of Parcel No. 7 as described in said Book 5074 at Page 71 to the West line of that tract of land conveyed to the City of Colorado Springs as described in Deed recorded in Book 2609 at Page 177 of the records of El Paso County, Colorado;

Thence S00°08'47"W, 145.14 feet along the West line of that tract of land as described in said Book 2609 at Page 177 to the Southwest Corner thereof;

Thence S89°07'50"E, 1120.00 feet along the South line of that tract of land as described in said Book 2609 at Page 177 to the West line of that tract of land conveyed to Public Service Company of Colorado as described in Book 2194 at Page 154 of the records of El Paso County, Colorado;

Thence S00°08'47"W, 3391.13 feet along the West line of that tract of land as described in said Book 2194 at Page 154 to the South line of the SE1/4 of said Section 11;

Thence S00°07'19"W, 2696.66 feet along the West line of that tract of land as described in said Book 2194 at Page 154 to the East-West Centerline of Section 14, T13S, R65W of the 6th P.M.;

Thence S00°08'48"W, 2371.82 feet along the West line of that tract of land as described in said Book 2194 at Page 154 to the Northwesterly right-of-way line of U.S. Highway No. 24;

Thence S61°31'00"E, 100.00 feet to the Southeasterly right-of-way line of said U.S. Highway No. 24;

Thence N28°29'00"E, 284.48 feet along the Southeasterly right-of-way line of said U.S. Highway No. 24 to the Southerly line of Parcel No. 4 conveyed to the Department of Highways as described in Deed recorded in Book 1848 at Page 84 of the records of El Paso County, Colorado;

Thence S60°30'39"E, 82.55 feet along the Southerly line of Parcel No. 4 as described in said Book 1848 at Page 84 to the West line of the East 30.00 feet of the SE1/4 of said Section 14;

Thence S00°08'48"W, 489.02 feet along the West line of the East 30.00 feet of the SE1/4 of said Section 14;

Thence S00°27'37"E, 5277.57 feet along the West line of the East 30.00 feet of the NE1/4 and along the West line of the East 30.00 feet of the SE1/4 of Section 23, T13S, R65W of the 6th P.M.;

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Thence S00°29'14"W, 1318.00 feet along the West line of the East 30.00 feet of the NE1/4 of Section 26, T13S, R65W of the 6th P.M. to the South line of the N1/2 of the NE1/4 of said Section 26;

Thence S89°52'20"E, 30.00 feet along the South line of the N1/2 of the NE1/4 of said Section 26 to the Northwest Corner of the SW1/4 of the NW1/4 of Section 25, T13S, R65W of the 6th P.M.;

Thence N89°48'05"E, 1316.32 feet along the North line of the SW1/4 of the NW1/4 of said Section 25 to the Northeast Corner thereof;

Thence S05°35'02"W, 1325.77 feet to the East-West Centerline of said Section 25;

Thence N89°51'08"E, 1438.52 feet along the East-West Centerline of said Section 25 to the Center of said Section 25;

Thence S00°17'42"W, 2600.69 feet along the North-South Centerline of said Section 25 to the North line of the South 40.00 feet of the SW1/4 of said Section 25;

Thence S89°57'10"W, 1322.86 feet along the North line of the South 40.00 of the SW1/4 of said Section 25 to the West line of the SE1/4 of the SW1/4 of said Section 25;

Thence N00°23'27"E, 1279.20 feet along the West line of the SE1/4 of the SW1/4 of said Section 25 to the Northwest Corner thereof;

Thence S89°54'09"W, 660.00 feet along the South line of the N1/2 of the SW1/4 of said Section 25;

Thence N00°05'51"W, 30.00 feet;

Thence S89°54'09"W, 660.42 feet parallel with the South line of the N1/2 of the SW1/4 of said Section 25 to the East line of the SE1/4 of said Section 26;

Thence S00°29'14"W, 1298.06 feet along the East line of the SE1/4 of said Section 26;

Thence N89°30'39"W, 90.00 feet;

Thence S00°29'21"W, 50.24 feet to the South line of the SE1/4 of said Section 26;

Thence S00°29'21"W, 1319.79 feet parallel with the East line of the NE1/4 of Section 35, T13S, R65W of the 6th P.M. to the South line of the NE1/4 of the NE1/4 of said Section 35;

Thence N89°42'51"W, 1235.91 feet along the South line of the NE1/4 of the NE1/4 of said Section 35 to the Southwest Corner thereof;



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Thence S00°40'46"W, 1320.89 feet along the East line of the SW1/4 of the NE1/4 of said Section 35 to the Southeast Corner thereof;

Thence S00°40'46"W, 1320.89 feet along the East line of the NW1/4 of the SE1/4 of said Section 35 to the Southeast Corner thereof;

Thence N89°48'48"W, 1334.69 feet along the South line of the NW1/4 of the SE1/4 of said Section 35 to the Southwest Corner thereof;

Thence S00°52'09"W, 1322.08 feet along the North-South Centerline of said Section 35 to the S1/4 Corner of said Section 35;

Thence S89°51'44"E, 2678.16 feet along the North line of the NE1/4 of Section 2, T14S, R65W of the 6th P.M. to the Northeast Corner of said Section 2;

Thence S89°52'56"E, 2663.38 feet along the North line of the NW1/4 of Section 1, T14S, R65W of the 6th P.M. to the N1/4 Corner of said Section 1;

Thence S00°01'58"E, 1358.28 feet along the North-South Centerline of said Section 1 to the Southwest Corner of Government Lot 1 in said Section 1;

Thence N89°49'10"E, 1328.01 feet along the South line of said Government Lot 1 to the Southeast Corner of the W1/2 of said Government Lot 1 in said Section 1;

Thence N00°07'23"E, 1351.36 feet along the East line of the W1/2 of said Government Lot 1 in said Section 1 to the Northeast Corner thereof;

Thence S89°52'56"E, 1331.69 feet along the North line of the NE1/4 of said Section 1 to the Northeast Corner of said Section 1;

Thence S00°16'46"W, 1344.45 feet along the East line of the NE1/4 of said Section 1 to the Northwest Corner of the S1/2 of the NW1/4 of Section 6, T14S, R64W of the 6th P.M.;

Thence S88°04'33"E, 2604.35 feet along the North line of the S1/2 of the NW1/4 of said Section 6 to the Northeast Corner thereof;

Thence S00°35'19"E, 1327.14 feet along the North-South Centerline of said Section 6 to the Center of said Section 6;

Thence N88°28'10"W, 300.20 feet along the East-West Centerline of said Section 6;

Thence S00°35'19"E, 1329.22 feet parallel with the North-South Centerline of said Section 6 to the South line of the N1/2 of the SW1/4 of said Section 6;

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Thence N88°51'22"W, 944.41 feet along the South line of the N1/2 of the SW1/4 of said Section 6 to the Northeast Corner of the SW1/4 of the SW1/4 of said Section 6;

Thence S00°04'06"E, 1335.24 feet along the East line of the SW1/4 of the SW1/4 of said Section 6 to the Southeast Corner thereof;

Thence S89°14'14"E, 856.45 feet along the North line of the NW1/4 of Section 7, T14S, R64W of the 6th P.M.;

Thence S00°43'20"W, 1316.11 feet parallel with the North-South Centerline of said Section 7 to the South line of the N1/2 of the NW1/4 of said Section 7;

Thence N89°20'08"W, 2253.13 feet along the South line of the N1/2 of the NW1/4 of said Section 7 to the Southwest Corner thereof;

Thence N89°40'23"W, 1767.56 feet along the South line of the N1/2 of the NE1/4 of Section 12, T14S, R65W of the 6th P.M. to the West line of the East 450.00 feet of the SW1/4 of the NE1/4 of said Section 12;

Thence S00°17'12"W, 1314.94 feet along the West line of the East 450.00 feet of the SW1/4 of the NE1/4 of said Section 12 to the North line of the South 5.00 feet of the NE1/4 of said Section 12;

Thence N89°40'13"W, 1283.04 feet along the North line of the South 5.00 feet of the NE1/4 of said Section 12 and along the North line of the South 5.00 feet of the NW1/4 of said Section 12;

Thence S00°15'03"E, 1326.71 feet;

Thence S88°23'29"E, 397.10 feet to the West line of the East 5.00 feet of the SW1/4 of said Section 12;

Thence S00°18'32"W, 1259.55 feet along the West line of the East 5.00 feet of the SW1/4 of said Section 12 to the North line of the South 50.00 feet of the SW1/4 of said Section 12;

Thence N89°39'32"W, 800.00 feet along the North line of the South 50.00 feet of the SW1/4 of said Section 12;

Thence N88°13'35"W, 400.00 feet;

Thence N82°16'19"W, 700.00 feet;

Thence N86°00'37"W, 550.00 feet;

Thence S82°40'44"W, 150.00 feet;

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## SECOND ANNEXATION OF THE BANNING-LEWIS RANCH (continued)

Page 8

Thence N66°39'47"W, 240.00 feet;

Thence S00°03'12"E, 130.00 feet;

Thence S89°56'48"W, 175.44 feet;

Thence S69°27'33"W, 200.00 feet;

Thence S86°07'27"W, 150.00 feet;

Thence S89°56'48"W, 650.00 feet to the West line extended Northerly of the East 5.00 feet of the W1/2 of the NE1/4 of Section 14, T14S, R65W of the 6th P.M.;

Thence S00°16'12"E, 1356.83 feet along the West line extended Northerly of the East 5.00 feet and along the West line of the East 5.00 feet of the W1/2 of the NE1/4 of said Section 14 to the South line of the North 5.00 feet of the S1/2 of the NE1/4 of said Section 14;

Thence N89°47'20"E, 1295.60 feet along the South line of the North 5.00 feet of the S1/2 of the NE1/4 of said Section 14 to the West line of the East 50.00 feet of the NE1/4 of said Section 14;

Thence S00°27'04"E, 1297.34 feet along the West line of the East 50.00 feet and along the West line extended Southerly of the East 50.00 feet of the NE1/4 of said Section 14 to the South line extended Westerly of the North 5.00 feet of the SW1/4 of Section 13, T14S, R65W of the 6th P.M.;

Thence S89°17'05"E, 1358.14 feet along the South line extended Westerly of the North 5.00 feet and along the South line of the North 5.00 feet of the SW1/4 of said Section 13 to the East line extended Southerly of the West 5.00 feet of the SE1/4 of the NW1/4 of said Section 13;

Thence N00°06'56"W, 1302.34 feet along the East line extended Southerly of the West 5.00 feet and along the East line of the West 5.00 feet of the SE1/4 of the NW1/4 of said Section 13 to the South line of the North 5.00 feet of the SE1/4 of the NW1/4 of said Section 13;

Thence S89°28'22"E, 1300.68 feet along the South line of the North 5.00 feet of the SE1/4 of the NW1/4 of said Section 13 to the West line of the East 5.00 feet of the W1/2 of said Section 13;

Thence S00°13'05"W, 3941.39 feet along the West line of the East 5.00 feet of the W1/2 of said Section 13;

## SECOND ANNEXATION OF THE BANNING-LEWIS RANCH (continued)

Page 9

Thence S00°15'55"W, 5300.95 feet along the West line of the East 5.00 feet of the W1/2 of Section 24, T14S, R65W of the 6th P.M. and along the West line extended Southerly of the East 5.00 feet of the W1/2 of said Section 24 to the South line extended Westerly of the North 50.00 feet of the NE1/4 of Section 25, T14S, R65W of the 6th P.M.;

Thence S89°14'56"E, 2590.12 feet along the South line extended Westerly of the North 50.00 feet and along the South line of the North 50.00 feet of the NE1/4 of said Section 25 to the West line of the East 50.00 feet of the NE1/4 of said Section 25;  
Thence S00°15'33"W, 2581.25 feet along the West line of the East 50.00 feet of the NE1/4 of said Section 25;

Thence S00°15'33"W, 2580.97 feet along the West line of the East 50.00 feet of the SE1/4 of said Section 25 to the North line of the South 50.00 feet of the SE1/4 of said Section 25;

Thence N89°54'54"W, 2610.63 feet along the North line of the South 50.00 feet of the SE1/4 of said Section 25;

Thence N89°52'35"W, 34.83 feet along the North line of the South 50.00 feet of the SW1/4 of said Section 25 to the West line extended Northerly of the East 35.00 feet of the W1/2 of Section 36, T14S, R65W of the 6th P.M.;

Thence S00°17'51"W, 5254.98 feet along the West line extended Northerly of the East 35.00 feet and along the West line of the East 35.00 feet of the W1/2 of said Section 36 to the North line of the South 75.00 feet of the SW1/4 of said Section 36;

Thence S89°54'20"W, 2622.38 feet along the North line of the South 75.00 feet of the SW1/4 of said Section 36 to the West line of the SW1/4 of said Section 36;

Thence N00°30'00"E, 2570.03 feet along the West line of the SW1/4 of said Section 36 to the W1/4 Corner of said Section 36;

Thence N00°30'00"E, 2645.03 feet along the West line of the NW1/4 of said Section 36 to the Northwest Corner of said Section 36;

Thence N00°29'58"E, 5290.35 feet along the West line of said Section 25 to the Southeast Corner of Section 23, T14S, R65W of the 6th P.M.;

Thence S89°44'53"W, 1528.09 feet along the South line of the SE1/4 of said Section 23 to a point on a line from which the True Point of Beginning bears N00°16'30"W;

## SECOND ANNEXATION OF THE BANNING-LEWIS RANCH (continued) Page 10

Thence N00°16'30"W, 18,454.90 feet to the TRUE POINT OF BEGINNING.

Gross area = 10,675.309 Acres, more or less.

EXCEPT that tract of land conveyed to Colorado Interstate Gas Company as described in Deed recorded in Book 2115 at Page 137 of the records of El Paso County, Colorado, located in the SW1/4 of Section 28, T13S, R65W of the 6th P.M., more particularly described as follows:

Commencing at the Southwest Corner of said Section 28, thence N00°14'59"W, 2017.40 feet along the West line of the SW1/4 of said Section 28; thence due East 644.20 feet to the Southwest Corner of that tract of land as described in said Book 2115 at Page 137 and the TRUE POINT OF BEGINNING;

Thence S90°00'00"E, 150.00 feet along the South line of that tract of land as described in said Book 2115 at Page 137 to the Southeast Corner thereof;

Thence N00°00'00"E, 100.00 feet along the East line of that tract of land as described in said Book 2115 at Page 137 to the Northeast Corner thereof;

Thence N90°00'00"W, 150.00 feet along the North line of that tract of land as described in said Book 2115 at Page 137 to the Northwest Corner thereof;

Thence S00°00'00"W, 100.00 feet along the West line of that tract of land as described in said Book 2115 at Page 137 to the TRUE POINT OF BEGINNING.

Area = 0.344 Acres, more or less.

EXCEPT a tract of land located in Section 28, T13S, R65W of the 6th P.M., described as follows:

Commencing at the Southwest Corner of said Section 28, thence N00°14'59"W, 2417.20 feet along the West line of the SW1/4 of said Section 28; thence N89°35'53"E, 654.64 feet to the TRUE POINT OF BEGINNING;

Thence continuing N89°35'53"E, 149.72 feet;

Thence N00°01'35"W, 99.45 feet;

Thence S89°46'41"W, 149.95 feet;

## SECOND ANNEXATION OF THE BANNING-LEWIS RANCH (continued)

Page 11

Thence  $S00^{\circ}09'40''E$ , 99.92 feet to the TRUE POINT OF BEGINNING.

Area = 0.343 Acres, more or less.

EXCEPT that tract of land conveyed to Colorado Interstate Gas Company as described in Deed recorded in Book 1981 at Page 16 of the records of El Paso County, Colorado, located in the W1/2 of Section 28, T13S, R65W of the 6th P.M., more particularly described as follows:

Commencing at the Southwest Corner of said Section 28, thence  $N00^{\circ}14'59''W$ , 2643.80 feet along the West line of the SW1/4 of said Section 28; thence due East 654.70 feet to the Southwest Corner of that tract of land as described in said Book 1981 at Page 16 and the TRUE POINT OF BEGINNING;

Thence  $S90^{\circ}00'00''E$ , 150.00 feet along the South line of that tract of land as described in said Book 1981 at Page 16 to the Southeast Corner thereof;

Thence  $N00^{\circ}00'00''E$ , 100.00 feet along the East line of that tract of land as described in said Book 1981 at Page 16 to the Northeast Corner thereof;

Thence  $N90^{\circ}00'00''W$ , 150.00 feet along the North line of that tract of land as described in said book 1981 at Page 16 to the Northwest Corner thereof;

Thence  $S00^{\circ}00'00''W$ , 100.00 feet along the West line of that tract of land as described in said Book 1981 at Page 16 to the TRUE POINT OF BEGINNING.

Area = 0.344 Acres, more or less.

EXCEPT a portion of the Chicago, Rock Island and Pacific Railway right-of-way located in Sections 14, 15, 22, 27, and 28, all in T13S, R65W of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Northeast Corner of Section 34, T13S, R65W of the 6th P.M., from which the Southeast Corner of said Section 34 bears  $S01^{\circ}14'52''W$  (basis of bearing - true meridian), 5298.00 feet, thence  $N89^{\circ}33'25''W$ , 5471.41 feet along the South line of said Section 27 to the Southwest Corner of said Section 27; thence  $N00^{\circ}14'22''E$ , 2440.15 feet along the West line of the SW1/4 of said Section 27 to the Northwesterly right-of-way line of the Chicago, Rock Island and Pacific Railway and the TRUE POINT OF BEGINNING;

## SECOND ANNEXATION OF THE BANNING-LEWIS RANCH (continued)

Page 12

The following three courses and distances are along the Northwestern right-of-way line of said Chicago, Rock Island and Pacific Railway:

Thence S61°11'44"W, 1100.24 feet to a point of curve to the right;

Thence Southwesterly, 1598.92 feet along the arc of said curve to a point tangent, said arc having a radius of 2764.93 feet, a central angle of 33°08'00" and being subtended by a chord that bears S77°45'44"W, 1576.73 feet;

Thence N85°40'16"W, 143.07 feet to the North-South Centerline of said Section 28;

Thence, leaving the Northwestern right-of-way line of said Chicago, Rock Island and Pacific Railway, S00°00'08"E, 200.57 feet along the North-South Centerline of said Section 28 to the Southeasterly right-of-way line of said Chicago, Rock Island and Pacific Railway;

The following eighteen courses and distances are along the Southeasterly right-of-way line of said Chicago, Rock Island and Pacific Railway:

Thence S85°40'16"E, 127.93 feet to a point of curve to the left;

Thence Northeasterly, 1714.58 feet along the arc of said curve to a point tangent, said arc having a radius of 2964.93 feet, a central angle of 33°08'00" and being subtended by a chord that bears N77°45'44"E, 1690.79 feet;

Thence N61°11'44"E, 3745.46 feet to a point of curve to the left;

Thence Northeasterly, 2080.57 feet along the arc of said curve to the North line of the NE1/4 of said Section 27, said arc having a radius of 2010.08 feet, a central angle of 59°18'19" and being subtended by a chord that bears N31°32'35"E, 1988.93 feet;

Thence N88°58'07"W, 50.01 feet along the South line of the SE1/4 of said Section 22;

## SECOND ANNEXATION OF THE BANNING-LEWIS RANCH (continued)

Page 13

Thence Northerly, 435.04 feet along the arc of a curve concave to the West to a point tangent, said arc having a radius of 1960.08 feet, a central angle of  $12^{\circ}43'00''$  and being subtended by a chord that bears  $N04^{\circ}26'46''W$ , 434.15 feet;

Thence  $N10^{\circ}48'16''W$ , 2888.88 feet to a point of curve to the right;

Thence Northeasterly, 2931.52 feet along the arc of said curve to a point tangent, said arc having a radius of 2242.01 feet, a central angle of  $74^{\circ}55'00''$  and being subtended by a chord that bears  $N26^{\circ}39'14''E$ , 2727.11 feet;

Thence  $N64^{\circ}06'44''E$ , 1563.86 feet to the East line of the SE1/4 of said Section 15;

Thence  $S00^{\circ}43'03''E$ , 55.25 feet along the East line of the SE1/4 of said Section 15;

Thence  $N64^{\circ}06'44''E$ , 2933.55 feet to the West line of the SE1/4 of said Section 14;

Thence  $N00^{\circ}17'24''W$ , 55.44 feet along the West line of the SE1/4 of said Section 14;

Thence  $N64^{\circ}06'44''E$ , 620.07 feet to the North line of the SE1/4 of said Section 14;

Thence  $S89^{\circ}55'20''E$ , 114.20 feet along the North line of the SE1/4 of said Section 14;

Thence  $N64^{\circ}06'44''E$ , 728.34 feet to the West line of the E1/2 of the NE1/4 of said Section 14;

Thence  $N00^{\circ}05'00''W$ , 55.54 feet along the West line of the E1/2 of the NE1/4 of said Section 14;

Thence  $N64^{\circ}06'44''E$ , 626.28 feet to a point of curve to the left;

Thence Northeasterly, 503.87 feet along the arc of said curve to the West line of that tract of land conveyed to Public Service Company of Colorado as described in Deed recorded in Book 2194 at Page 154, said arc having a radius of 5779.64 feet, a central angle of  $4^{\circ}59'42''$  and being subtended by a chord that bears  $N61^{\circ}36'53''E$ , 503.71 feet;

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## SECOND ANNEXATION OF THE BANNING-LEWIS RANCH (continued)

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Thence, leaving the Southeasterly right-of-way line of said Chicago, Rock Island and Pacific Railway,  $N00^{\circ}07'19"E$ , 117.04 feet along the West line extended Northerly of that tract of land as described in said Book 2194 at Page 154 to the Northwestern right-of-way line of said Chicago, Rock Island and Pacific Railway;

The following eleven courses and distances are along the Northwestern right-of-way line of said Chicago, Rock Island and Pacific Railway:

Thence Southwesterly, 555.44 feet along the arc of a curve concave to the Northwest to a point tangent, said arc having a radius of 5679.64 feet, a central angle of  $5^{\circ}36'12"$  and being subtended by a chord that bears  $S61^{\circ}18'38"W$ , 555.22 feet;

Thence  $N25^{\circ}53'16"W$ , 50.00 feet;

Thence  $S64^{\circ}06'44"W$ , 4965.06 feet to the East line of the SE1/4 of said Section 15;

Thence  $S00^{\circ}43'03"E$ , 55.25 feet along the East line of the SE1/4 of said Section 15;

Thence  $S64^{\circ}06'44"W$ , 1610.85 feet to a point of curve to the left;

Thence Southwesterly, 3062.28 feet along the arc of said curve to a point tangent, said arc having a radius of 2342.01 feet, a central angle of  $74^{\circ}55'00"$  and being subtended by a chord that bears  $S26^{\circ}39'14"W$ , 2848.75 feet;

Thence  $S10^{\circ}48'16"E$ , 2888.88 feet to a point of curve to the right;

Thence Southerly, 414.38 feet along the arc of said curve to the South line of the SE1/4 of said Section 22, said arc having a radius of 1860.08 feet, a central angle of  $12^{\circ}45'51"$  and being subtended by a chord that bears  $S04^{\circ}25'21"E$ , 413.53 feet;

Thence  $N88^{\circ}58'07"W$ , 50.01 feet along the South line of the SE1/4 of said Section 22;

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## SECOND ANNEXATION OF THE BANNING-LEWIS RANCH (continued) Page 15

Thence Southwesterly, 1870.56 feet along the arc of a curve concave to the Northwest to a point tangent, said arc having a radius of 1810.08 feet, a central angle of  $59^{\circ}12'37''$  and being subtended by a chord that bears  $S31^{\circ}35'26''W$ , 1788.43 feet;

Thence  $S61^{\circ}11'44''W$ , 2645.22 feet to the TRUE POINT OF BEGINNING.

Area = 75.338 acres, more or less.

Area to be annexed = 10,598.940 Acres, more or less.

LEGAL DESCRIPTION

A tract of land located in Sections 9 and 10, T13S, R65W of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Southeast Corner of Section 34, T13S, R65W of the 6th P.M., from which the Northeast Corner of said Section 34 bears  $N01^{\circ}14'52''E$  (basis of bearing - true meridian), 5298.00 feet, thence  $S89^{\circ}42'24''W$ , 2667.93 feet along the South line of the SE1/4 of said Section 34 to the S1/4 Corner of said Section 34; thence  $S89^{\circ}42'24''W$ , 2667.93 feet along the South line of the SW1/4 of said Section 34 to the Southwest Corner of said Section 34; thence  $N00^{\circ}12'53''W$ , 2683.20 feet along the West line of the SW1/4 of said Section 34 to the W1/4 Corner of said Section 34; thence  $N00^{\circ}12'53''W$ , 2683.20 feet along the West line of the NW1/4 of said Section 34 to the Southwest Corner of Section 27, T13S, R65W of the 6th P.M.; thence  $N00^{\circ}14'22''E$ , 2648.24 feet along the West line of the SW1/4 of said Section 27 to the W1/4 Corner of said Section 27; thence  $N00^{\circ}14'22''E$ , 2648.24 feet along the West line of the NW1/4 of said Section 27 to the Southwest Corner of Section 22, T13S, R65W of the 6th P.M.; thence  $N00^{\circ}14'29''E$ , 2648.25 feet along the West line of the SW1/4 of said Section 22 to the W1/4 Corner of said Section 22; thence  $N00^{\circ}14'29''E$ , 2648.25 feet along the West line of the NW1/4 of said Section 22 to the Northwest Corner of said Section 22; thence  $N00^{\circ}20'46''E$ , 2646.52 feet along the West line of the SW1/4 of Section 15, T13S, R65W of the 6th P.M. to the W1/4 Corner of said Section 15; thence  $N00^{\circ}20'46''E$ , 2646.52 feet along the West line of the NW1/4 of said Section 15 to the Southeast Corner of Section 9, T13S, R65W of the 6th P.M. and the TRUE POINT OF BEGINNING;

Thence  $N89^{\circ}50'56''W$ , 2681.55 feet to the North line of the South 12.00 feet of the SW1/4 of said Section 9;

Thence  $S89^{\circ}52'48''W$ , 2619.55 feet along the North line of the South 12.00 feet of the SW1/4 of said Section 9 to the East right-of-way line of Marksheffel Road;

Thence  $N00^{\circ}14'49''E$ , 2913.68 feet along the East right-of-way line of said Marksheffel Road to a point of curve to the right;

Thence Northeasterly, 830.71 feet along the arc of said curve and along the Easterly right-of-way line of Marksheffel Road to a point tangent, said arc having a radius of 1577.02 feet, a central angle of  $30^{\circ}10'52''$  and being subtended by a chord that bears  $N15^{\circ}20'15''E$ , 821.14 feet;

Thence  $N30^{\circ}25'41''E$ , 296.84 feet along the Easterly right-of-way line of Marksheffel Road to the South line of the North 10.00 feet of the S1/2 of the NW1/4 of said Section 9;

Thence  $N89^{\circ}52'04''E$ , 2234.82 feet along the South line of the North 10.00 feet and along the South line of the North 10.00 feet extended Easterly of the S1/2 of the NW1/4 of said Section 9 to the South line of the North 10.00 feet of the S1/2 of the NE1/4 of said Section 9;

THIRD ANNEXATION OF THE BANNING-LEWIS RANCH (continued)

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Thence N89°54'15"E, 2653.05 feet along the South line of the North 10.00 feet of the S1/2 of the NE1/4 of said Section 9 to the East line of the NE1/4 of said Section 9;

Thence S00°28'40"E, 5.00 feet along the East line of the NE1/4 of said Section 9 to the South line of the North 15.00 feet of the SW1/4 of the NW1/4 of Section 10, T13S, R65W of the 6th P.M.;

Thence N89°58'24"E, 1353.30 feet along the South line of the North 15.00 feet of the SW1/4 of the NW1/4 of said Section 10 to the East line of the SW1/4 of the NW1/4 of said Section 10;

Thence S00°12'56"E, 1315.13 feet along the East line of the SW1/4 of the NW1/4 of said Section 10 to the Southeast Corner thereof;

Thence S00°12'56"E, 2660.25 feet along the East line of the W1/2 of the SW1/4 of said Section 10 to the Southeast Corner thereof;

Thence N89°41'52"W, 1335.18 feet along the South line of the SW1/4 of said Section 10 to the TRUE POINT OF BEGINNING.

Area = 599.720 acres, more or less.

LEGAL DESCRIPTION

A tract of land located in the S1/2 of the S1/2 of Section 21, in the SW1/4 of the SW1/4 of Section 22, in the NW1/4 of the NW1/4 of Section 27 and in the N1/2 of the N1/2 of Section 28, all in T13S, R65W of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Southeast Corner of Section 34, T13S, R65W of the 6th P.M., from which the Northeast Corner of said Section 34 bears N01°14'52"E (basis of bearing - true meridian), 5298.00 feet, thence S89°42'24"W, 2667.93 feet along the South line of the SE1/4 of said Section 34 to the S1/4 Corner of said Section 34; thence S89°42'24"W, 2667.93 feet along the South line of the SW1/4 of said Section 34 to the Southwest Corner of said Section 34; thence N00°12'53"W, 2683.20 feet along the West line of the SW1/4 of said Section 34 to the W1/4 Corner of said Section 34; thence N00°12'53"W, 2683.20 feet along the West line of the NW1/4 of said Section 34 to the Northwest Corner of said Section 34; thence N00°14'22"E, 2648.24 feet along the East line of the SE1/4 of Section 28, T13S, R65W of the 6th P.M. to the E1/4 Corner of said Section 28; thence N00°14'22"E, 1324.12 feet along the East line of the NE1/4 of said Section 28 to the Southwest Corner of the N1/2 of the NW1/4 of said Section 27 and the TRUE POINT OF BEGINNING;

Thence S89°09'53"E, 1294.71 feet along the South line of the N1/2 of the NW1/4 of said Section 27;

Thence N00°14'25"E, 2644.50 feet to the North line of the S1/2 of the SW1/4 of said Section 22;

Thence N88°59'56"W, 1294.74 feet along the North line of the S1/2 of the SW1/4 of said Section 22 to the Northwest Corner thereof;

Thence S89°46'42"W, 2663.01 feet along the North line of the S1/2 of the SE1/4 of said Section 21 to the Northwest Corner thereof;

Thence S89°46'42"W, 2633.23 feet along the North line of the S1/2 of the SW1/4 of said Section 21 to the East right-of-way line of Marksheffel Road;

Thence S00°02'53"E, 1320.90 feet along the East right-of-way line of Marksheffel Road;

Thence S00°14'59"E, 1324.77 feet along the East right-of-way line of Marksheffel Road to the South line of the N1/2 of the NW1/4 of said Section 28;

Thence N89°48'20"E, 2624.04 feet along the South line of the N1/2 of the NW1/4 of said Section 28 to the Southeast Corner thereof;

Thence N89°48'20"E, 2654.18 feet along the South line of the N1/2 of the NE1/4 of said Section 28 to the TRUE POINT OF BEGINNING.

Area = 400.000 acres, more or less.

LEGAL DESCRIPTION

A strip of land located in the S1/2 of the S1/2 of Section 34, T14S, R65W of the 6th P.M. and in the N1/2 of the N1/2 of Section 3, T15S, R65W of the 6th P.M., all in the County of El Paso, State of Colorado, described as follows:

Commencing at the Southeast Corner of said Section 34, from which the Northeast Corner of said Section 34 bears N00°36'38"E (basis of bearing - True Meridian), 5280.16 feet, thence S00°09'55"E, 30.00 feet to a point on the South right-of-way line of Drennan Road; thence S89°51'19"W, 1682.88 feet along the South right-of-way line of said Drennan Road to a Westerly line and a Westerly line extended Northerly of Parcel "D" as described in Instrument recorded in Book 5250 at Page 819 of the records of El Paso County, Colorado, and the TRUE POINT OF BEGINNING;

Thence N00°02'36"W, 110.00 feet along a Westerly line and a Westerly line extended Northerly of said Parcel "D";

Thence S89°50'56"W, 1626.75 feet to a point on the East line extended Northerly of Exception No. 1 to Parcel "D" as described in Instrument recorded in said Book 5250 at Page 819;

Thence S00°03'03"W, 110.00 feet along the East line extended Northerly of said Exception No. 1 to Parcel "D" to a point on the South right-of-way line of said Drennan Road;

Thence N89°50'25"E, 687.13 feet along the South right-of-way line of said Drennan Road;

Thence N89°51'19"E, 939.81 feet along the South right-of-way line of said Drennan Road to the TRUE POINT OF BEGINNING.

Area = 4.106 acres, more or less.

Legal Description *Banning-Lewis Ranch No. 6*LEGAL DESCRIPTION

A tract of land located in Sections 13, 14, 24, 25 and 36, T14S, R65W and in Sections 1 and 2, T15S, R65W, all of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Southeast Corner of Section 34, T13S, R65W of the 6th P.M., from which the Northeast Corner of said Section 34 bears N01°14'52"E (basis of bearing - true meridian), 5298.00 feet, thence S00°03'49"E, 10655.76 feet to the Northwest Corner of said Section 14; thence N89°56'48"E, 4009.47 feet along the North line of said Section 14 to the Northeast Corner of the NW1/4 of the NE1/4 of said Section 14 and the TRUE POINT OF BEGINNING;

Thence S89°56'48"W, 5.00 feet along the North line of said Section 14 to the West line of the East 5.00 feet of the W1/2 of the NE1/4 of said Section 14;

Thence S00°16'12"E, 1306.83 feet along the West line of the East 5.00 feet of the W1/2 of the NE1/4 of said Section 14 to the South line of the North 5.00 feet of the S1/2 of the NE1/4 of said Section 14;

Thence N89°47'20"E, 1295.60 feet along the South line of the North 5.00 feet of the S1/2 of the NE1/4 of said Section 14 to the West line of the East 50.00 feet of the NE1/4 of said Section 14;

Thence S00°27'04"E, 1297.34 feet along the West line of the East 50.00 feet and along the West line extended Southerly of the East 50.00 feet of the NE1/4 of said Section 14 to the South line extended Westerly of the North 5.00 feet of the SW1/4 of said Section 13;

Thence S89°17'05"E, 1358.14 feet along the South line extended Westerly of the North 5.00 feet and along the South line of the North 5.00 feet of the SW1/4 of said Section 13 to the East line extended Southerly of the West 5.00 feet of the SE1/4 of the NW1/4 of said Section 13;

Thence N00°06'56"W, 1302.34 feet along the East line extended Southerly of the West 5.00 feet and along the East line of the West 5.00 feet of the SE1/4 of the NW1/4 of said Section 13 to the South line of the North 5.00 feet of the SE1/4 of the NW1/4 of said Section 13;

Thence S89°28'22"E, 1300.68 feet along the South line of the North 5.00 feet of the SE1/4 of the NW1/4 of said Section 13 to the West line of the East 5.00 feet of the W1/2 of said Section 13;

Thence S00°13'05"W, 3941.39 feet along the West line of the East 5.00 feet of the W1/2 of said Section 13;

Thence S00°15'55"W, 5300.95 feet along the West line of the East 5.00 feet of the W1/2 of said Section 24 and along the West line extended Southerly of the East 5.00 feet of the W1/2 of said Section 24 to the South line extended Westerly of the North 50.00 feet of the NE1/4 of said Section 25;

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## SIXTH ANNEXATION OF THE BANNING-LEWIS RANCH (continued)

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Thence S89°14'56"E, 2590.12 feet along the South line extended Westerly of the North 50.00 feet and along the South line of the North 50.00 feet of the NE1/4 of said Section 25 to the West line of the East 50.00 feet of the NE1/4 of said Section 25;

Thence S00°15'33"W, 2581.25 feet along the West line of the East 50.00 feet of the NE1/4 of said Section 25;

Thence S00°15'33"W, 2580.97 feet along the West line of the East 50.00 feet of the SE1/4 of said Section 25 to the North line of the South 50.00 feet of the SE1/4 of said Section 25;

Thence N89°54'54"W, 2610.63 feet along the North line of the South 50.00 feet of the SE1/4 of said Section 25;

Thence N89°52'35"W, 34.83 feet along the North line of the South 50.00 feet of the SW1/4 of said Section 25 to the West line extended Northerly of the East 35.00 feet of the W1/2 of said Section 36;

Thence S00°17'51"W, 5254.98 feet along the West line extended Northerly of the East 35.00 feet and along the West line of the East 35.00 feet of the W1/2 of said Section 36 to the North line of the South 75.00 feet of the SW1/4 of said Section 36;

Thence S89°54'20"W, 2622.38 feet along the North line of the South 75.00 feet of the SW1/4 of said Section 36 to the West line of the SW1/4 of said Section 36;

Thence S00°30'00"W, 75.00 feet along the West line of the SW1/4 of said Section 36 to the Southwest Corner of said Section 36;

Thence S00°05'40"E, 30.00 feet to the South right-of-way line of Drennan Road;

Thence N89°54'20"E, 2627.44 feet along the South right-of-way line of said Drennan Road to the West line extended Southerly of the East 30.00 feet of the W1/2 of said Section 36;

Thence N00°17'51"E, 5309.97 feet along the West line extended Southerly of the East 30.00 feet and along the West line of the East 30.00 feet of the W1/2 of said Section 36 to the South line of the SW1/4 of said Section 25;

Thence S89°52'35"E, 30.00 feet along the South line of the SW1/4 of said Section 25 to the S1/4 Corner of said Section 25;

Thence S89°54'54"E, 2660.50 feet along the South line of the SE1/4 of said Section 25 to the Southeast Corner of said Section 25;

Thence N00°15'33"E, 2630.82 feet along the East line of the SE1/4 of said Section 25 to the E1/4 Corner of said Section 25;



## Legal Description

## SIXTH ANNEXATION OF THE BANNING-LEWIS RANCH (continued)

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Thence N00°15'33"E, 2630.82 feet along the East line of the NE1/4 of said Section 25 to the Northeast Corner of said Section 25;

Thence N89°14'56"W, 2635.11 feet along the North line of the NE1/4 of said Section 25 to the S1/4 Corner of said Section 24;

Thence N00°15'55"E, 5250.99 feet along the East line of the W1/2 of said Section 24 to the S1/4 Corner of said Section 13;

Thence N00°13'05"E, 3946.37 feet along the East line of the W1/2 of said Section 13 to the Northeast Corner of the SE1/4 of the NW1/4 of said Section 13;

Thence N89°28'22"W, 1310.71 feet along the North line of the SE1/4 of the NW1/4 of said Section 13 to the Northwest Corner thereof;

Thence S00°06'56"E, 1302.32 feet along the West line of the SE1/4 of the NW1/4 of said Section 13 to the Southwest Corner thereof;

Thence N89°17'05"W, 1303.16 feet along the North line of the SW1/4 of said Section 13 to the E1/4 Corner of said Section 14;

Thence N00°27'04"W, 1298.15 feet along the East line of the NE1/4 of said Section 14 to the Northeast Corner of the S1/2 of the NE1/4 of said Section 14;

Thence S89°47'20"W, 1340.59 feet along the North line of the S1/2 of the NE1/4 of said Section 14 to the Southeast Corner of the NW1/4 of the NE1/4 of said Section 14;

Thence N00°16'12"W, 1301.81 feet along the East line of the W1/2 of the NE1/4 of said Section 14 to the TRUE POINT OF BEGINNING.

Area = 22.279 acres, more or less.

LEGAL DESCRIPTION

A tract of land located in the S1/2 of Section 12, Section 13 and the E1/2 of the E1/2 of Section 14, all in T13S, R65W of the 6th P.M. and in the SW1/4 of the SW1/4 of Section 7 and the NW1/4 of the NW1/4 of Section 18, T13S, R64W of the 6th P.M., County of El Paso, State of Colorado, described as follows:

BEGINNING at the Northwest Corner of said Section 13, from which the W1/4 Corner of said Section 12 bears N00°08'47"E (basis of bearing - True Meridian), 2627.64 feet, thence S89°18'00"E, 1611.26 feet along the North line of the NW1/4 of said Section 13 to the Northwesterly right-of-way line of the former Chicago, Rock Island and Pacific Railway;

Thence N50°06'44"E, 2027.15 feet along the Northwesterly right-of-way line of said former Chicago, Rock Island and Pacific Railway to the North line of the SW1/4 of the SE1/4 of said Section 12;

Thence S89°23'35"E, 554.38 feet along the North line of the SW1/4 of the SE1/4 of said Section 12 to the Southeasterly line of that strip of land conveyed to El Paso County as described in Deed recorded in Book 441 at Page 164 of the records of El Paso County, Colorado;

Thence N50°06'44"E, 84.70 feet along the Southeasterly line of that strip of land as described in said Book 441 at Page 164;

Thence N89°23'35"W, 46.20 feet along the Southeasterly line of that strip of land as described in said Book 441 at Page 164 to the Southeasterly right-of-way line of U.S. Highway No. 24;

Thence N50°06'44"E, 851.34 feet along the Southeasterly right-of-way line of said U.S. Highway No. 24 to the Southwesterly right-of-way line of 8th Street in the TOWN OF FALCON as recorded in Plat Book B at Page 37 of the records of El Paso County, Colorado;

Thence S39°53'16"E, 780.00 feet along the Southwesterly right-of-way line of said 8th Street to the Southeasterly right-of-way line of Eastern Avenue in said TOWN OF FALCON;

Thence N50°06'44"E, 385.33 feet along the Southeasterly right-of-way line of said Eastern Avenue to the Easterly right-of-way line of Meridian Road;

Thence S05°57'47"E, 1474.35 feet along the Easterly right-of-way line of said Meridian Road;

Thence S00°01'46"E, 122.36 feet along the Easterly right-of-way line of said Meridian Road;

Thence S00°10'36"W, 30.33 feet along the Easterly right-of-way line of said Meridian Road to the South right-of-way line of Falcon Highway;

## SEVENTH ANNEXATION OF THE BANNING-LEWIS RANCH (continued)

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Thence N89°18'00"W, 2720.18 feet along the South right-of-way line of said Falcon Highway;

Thence N00°42'00"E, 60.00 feet to the North line of the South 30.00 feet of said Section 12;

Thence N89°18'00"W, 301.96 feet along the North line of the South 30.00 feet of said Section 12 to the Northwesterly line of that tract of land conveyed to El Paso County as described in Treasurer's Deed recorded in Book 1081 at Page 211 of the records of El Paso County, Colorado;

Thence S24°43'38"W, 32.85 feet along the Northwesterly line of that tract of land as described in said Book 1081 at Page 211 to the South line of the SW1/4 of said Section 12;

Thence N89°18'00"W, 234.85 feet along the South line of the SW1/4 of said Section 12 to the Southeasterly right-of-way line of said former Chicago, Rock Island and Pacific Railway;

Thence S50°06'44"W, 971.89 feet along the Southeasterly right-of-way line of said former Chicago, Rock Island and Pacific Railway to the East line of the NW1/4 of the NW1/4 of said Section 13;

Thence S00°08'19"W, 710.40 feet along the East line of the NW1/4 of the NW1/4 of said Section 13 to the Southeast Corner thereof;

Thence S89°34'13"E, 350.20 feet along the North line of the SE1/4 of the NW1/4 of said Section 13 to the Northwesterly right-of-way line of said U.S. Highway No. 24;

Thence S28°29'00"W, 3744.38 feet along the Northwesterly right-of-way line of said U.S. Highway No. 24 to the East line of that tract of land conveyed to Public Service Company of Colorado as described in Deed recorded in Book 2194 at Page 154 of the records of El Paso County, Colorado;

Thence N00°08'48"E, 1954.86 feet along the East line of that tract of land as described in said Book 2194 at Page 154 to a point on the East-West Centerline of said Section 14;

Thence N00°07'19"E, 2697.61 feet along the East line of that tract of land as described in said Book 2194 at Page 154 to the North line of the NE1/4 of said Section 14;

Thence N89°50'14"E, 100.00 feet along the North line of the NE1/4 of said Section 14 to the POINT OF BEGINNING.

Gross Area = 215.948 acres, more or less.

## SEVENTH ANNEXATION OF THE BANNING-LEWIS RANCH (continued)

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EXCEPT all that portion of the Chicago, Rock Island and Pacific Railway right-of-way located in the S1/2 of Section 12, the W1/2 of Section 13 and in the E1/2 of the E1/2 of Section 14, all in T13S, R65W of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Southwest Corner of said Section 12, from which the W1/4 Corner of said Section 12 bears N00°08'47"E (basis of bearing true - meridian), 2627.64 feet, thence S89°50'14"W, 100.00 feet along the North line of the NE1/4 of said Section 14 to the East line of that tract of land conveyed to Public Service Company of Colorado as described in Deed recorded in Book 2194 at Page 154 of the records of El Paso County, Colorado; thence S00°07'19"W, 1546.11 feet along the East line of that tract of land as described in said Book 2194 at Page 154 to the Northwestern right-of-way line of the former Chicago, Rock Island and Pacific Railway and the TRUE POINT OF BEGINNING;

Thence continuing S00°07'19"W, 120.59 feet along the East line of that tract of land as described in said Book 2194 at Page 154 to the Southeasterly right-of-way line of the former Chicago, Rock Island and Pacific Railway;

The following four courses and distances are along the Southeasterly right-of-way line of the Chicago, Rock Island and Pacific Railway:

Thence Northeasterly, 642.08 feet along the arc of a curve concave to the Northwest to a point tangent, said arc having a radius of 5779.64 feet, a central angle of 6°21'55" and being subtended by a chord that bears N53°17'41"E, 641.75 feet;

Thence N50°06'44"E, 896.50 feet;

Thence S39°53'16"E, 100.00 feet;

Thence N50°06'44"E, 3213.30 feet to the North line of the SW1/4 of the SE1/4 of said Section 12;

Thence, leaving the Southeasterly right-of-way line of said Chicago, Rock Island and Pacific Railway, N89°23'35"W, 461.98 feet along the North line of the SW1/4 of the SE1/4 of said Section 12 to the Northwestern right-of-way line of said Chicago, Rock Island and Pacific Railway;

The following four courses and distances are along the Northwestern right-of-way line of said Chicago, Rock Island and Pacific Railway:

Thence S50°06'44"W, 2861.98 feet;

## SEVENTH ANNEXATION OF THE BANNING-LEWIS RANCH (continued)

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Thence S39°53'16"E, 100.00 feet;

Thence S50°06'44"W, 896.50 feet to a point of curve to the right;

Thence Southwesterly, 564.15 feet along the arc of said curve to the TRUE POINT OF BEGINNING, said arc having a radius of 5679.64 feet, a central angle of 5°41'28" and being subtended by a chord that bears S52°57'28"W, 563.92 feet;

Area = 24.363 acres, more or less.

Area to be annexed = 191.585 acres, more or less.

**ANNEXATION LEGAL DESCRIPTION- BANNING-LEWIS RANCH NO. 8**

A PORTION OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY RIGHT-OF-WAY LOCATED IN SECTIONS 12, 13, 14, 15, 22, 27 AND 28 IN TOWNSHIP 13 SOUTH, RANGE 65 WEST, 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, SAID PORTION OF THE RIGHT-OF-WAY EXTENDING SOUTHWESTERLY FROM THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12 TO THE EAST RIGHT-OF-WAY LINE OF MARKSHEFFEL ROAD IN SAID SECTION 28, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS** THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 13 SOUTH, RANGE 65 WEST, 6TH P.M., BEING MONUMENTED AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 34 BY A RECOVERED 2-1/2 INCH ALUMINUM CAP STAMPED "DREXEL, BARRELL & CO., LS 17664" SET IN CONCRETE AND AT THE SOUTHEAST CORNER OF SAID SECTION 34 BY A RECOVERED 2-1/2 INCH ALUMINUM CAP STAMPED "DREXEL, BARRELL & CO., LS 17664, 1985" SET IN CONCRETE, BEARING N 01°13'51" E, 2,648.58'.

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 34, THENCE N73°40'49"W A DISTANCE OF 11,075.82 FEET TO THE POINT OF BEGINNING;

THENCE THE FOLLOWING FORTY-ONE (41) COURSES:

1. N 00°15'35" W ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL ROAD AND 60.00 FEET EAST OF AND PARALLEL TO (AS MEASURED AT RIGHT ANGLES) THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 28 A DISTANCE OF 389.02 FEET;
2. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S 54°26'08" E, HAVING A RADIUS OF 2010.08 FEET, A CENTRAL ANGLE OF 58°45'23" AND AN ARC LENGTH OF 2061.32 FEET,
3. S 85°40'45" E A DISTANCE OF 938.88 FEET;
4. ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 04°19'15" E, HAVING A RADIUS OF 2764.93 FEET, A CENTRAL ANGLE OF 33°08'00" AND AN ARC LENGTH OF 1598.92 FEET;
5. N 61°11'15" E A DISTANCE OF 3745.46 FEET;
6. ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 28°48'45" W, HAVING A RADIUS OF 1810.08 FEET, A CENTRAL ANGLE OF 59°12'33" AND AN ARC LENGTH OF 1870.53 FEET;
7. S 88°58'36" E A DISTANCE OF 50.01 FEET;
8. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 88°02'50" W, HAVING A RADIUS OF 1860.08 FEET, A CENTRAL ANGLE OF 12°45'55" AND AN ARC LENGTH OF 414.42 FEET;

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9. N 10°48'45" W A DISTANCE OF 2888.88 FEET;
10. ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 79°11'15" E, HAVING A RADIUS OF 2342.01 FEET, A CENTRAL ANGLE OF 74°55'00" AND AN ARC LENGTH OF 3062.28 FEET,
11. N 64°06'15" E A DISTANCE OF 1610.83 FEET;
12. N 00°43'32" W A DISTANCE OF 55.25 FEET,
13. N 64°06'15" E A DISTANCE OF 4965.06 FEET;
14. S 25°55'02" E A DISTANCE OF 50.00 FEET;
15. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 25°53'45" W, HAVING A RADIUS OF 5679.64 FEET, A CENTRAL ANGLE OF 14°00'00" AND AN ARC LENGTH OF 1387.80 FEET;
16. N 50°06'15" E A DISTANCE OF 896.47 FEET;
17. N 39°53'45" W A DISTANCE OF 100.00 FEET;
18. N 50°06'15" E A DISTANCE OF 2861.27 FEET;
19. S 89°23'31" E A DISTANCE OF 461.89 FEET;
20. S 50°06'15" W A DISTANCE OF 3212.47 FEET;
21. N 39°53'45" W A DISTANCE OF 100.00 FEET;
22. S 50°06'15" W A DISTANCE OF 896.48 FEET;
23. ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 39°53'45" W, HAVING A RADIUS OF 5779.64 FEET, A CENTRAL ANGLE OF 14°00'00" AND AN ARC LENGTH OF 1412.23 FEET;
24. S 64°06'14" W A DISTANCE OF 626.28 FEET;
25. S 00°05'29" E A DISTANCE OF 55.54 FEET;
26. S 64°06'15" W A DISTANCE OF 728.35 FEET;
27. N 89°55'49" W A DISTANCE OF 114.20 FEET;
28. S 64°06'15" W A DISTANCE OF 620.07 FEET;
29. S 00°17'53" E A DISTANCE OF 55.44 FEET;
30. S 64°06'15" W A DISTANCE OF 2933.55 FEET,
31. N 00°43'32" W A DISTANCE OF 55.25 FEET;
32. S 64°06'15" W A DISTANCE OF 1563.85 FEET;
33. ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 25°53'45" E, HAVING A RADIUS OF 2242.01 FEET, A CENTRAL ANGLE OF 74°55'00" AND AN ARC LENGTH OF 2931.53 FEET;
34. S 10°48'45" E A DISTANCE OF 2888.88 FEET;
35. ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S 79°11'15" W, HAVING A RADIUS OF 1960.08 FEET, A CENTRAL ANGLE OF 12°43'02" AND AN ARC LENGTH OF 435.06 FEET;
36. S 88°58'36" E A DISTANCE OF 50.01 FEET;
37. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 88°07'02" W, HAVING A RADIUS OF 2010.08 FEET, A CENTRAL ANGLE OF 59°18'17" AND AN ARC LENGTH OF 2080.56 FEET;
38. S 61°11'15" W A DISTANCE OF 3745.46 FEET;
39. ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 28°48'45" W, HAVING A RADIUS OF 2964.93 FEET, A CENTRAL ANGLE OF 33°08'00" AND AN ARC LENGTH OF 1714.57 FEET;
40. N 85°40'45" W A DISTANCE OF 938.88 FEET,
41. ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 04°19'15" W, HAVING A RADIUS OF 1810.08 FEET, A CENTRAL ANGLE OF 68°47'32" AND AN ARC LENGTH OF 2173.27 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 4,951,889 SQUARE FEET OR 113.680 ACRES.

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ANNEXATION LEGAL DESCRIPTION - BANNING-LEWIS RANCH NO. 9:

A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 21, TOWNSHIP 13 SOUTH, RANGE 65 WEST, 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS. THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 13 SOUTH, RANGE 65 WEST, 6<sup>TH</sup> P M., BEING MONUMENTED AS SHOWN HEREON, BEARING N 01°13' 51" E, 2,648.58'.

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 34;  
THENCE  
N 41°27'49" W A DISTANCE OF 14,167.07 FEET TO THE POINT OF BEGINNING;

THENCE THE FOLLOWING SIX (6) COURSES:

1. N 00°01'07" E A DISTANCE OF 2,643.82 FEET ALONG THE WEST LINE OF THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 21 TO THE NORTHWEST CORNER OF SAID EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER;
2. N 89°39'08" E A DISTANCE OF 1,336.84 FEET TO THE NORTH ONE-QUARTER CORNER OF SAID SECTION 21;
3. S 00°05'37" W A DISTANCE OF 30.00 FEET ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 21;
4. S 89°39'08" W, PARALLEL TO AND 30 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 21, A DISTANCE OF 1334.81 FEET;
5. S 00° 01'07" W, PARALLEL TO AND 2 FEET EAST OF (AS MEASURED AT RIGHT ANGLES) SAID WEST LINE OF THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 21 A DISTANCE OF 2613.83 FEET;
6. N 89°58'53" W ALONG THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER OF SECTION 21 A DISTANCE OF 2.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 45,332 SQUARE FEET OR 1.041 ACRES.

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**ANNEXATION LEGAL DESCRIPTION - BANNING-LEWIS RANCH NO. 10:**

**A PORTION OF THE EAST ONE-HALF OF SECTION 8, SECTION 9, THE NORTHWEST ONE-QUARTER OF SECTION 10, THE NORTHWEST ONE-QUARTER OF SECTION 16 AND THE NORTHEAST ONE-QUARTER OF SECTION 17, ALL IN TOWNSHIP 13 SOUTH, RANGE 65 WEST, 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BASIS OF BEARINGS: THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 13 SOUTH, RANGE 65 WEST, 6<sup>TH</sup> P.M., BEING MONUMENTED AS SHOWN HEREON, BEARING N 01°13' 51" E, 2,648.58'.**

**COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 34; THENCE N 16°02'08" W A DISTANCE OF 19,328.03 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 9, AND THE POINT OF BEGINNING;**

**THENCE THE FOLLOWING TEN (10) COURSES:**

- 1. N 89°55'08" W ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 9 A DISTANCE OF 2,680.60 FEET TO THE SOUTH ¼ CORNER OF SAID SECTION 9;**
- 2. S 00°15'04" W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 16 A DISTANCE OF 30.00 FEET;**
- 3. S 89°40'52" W, 30.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER OF SECTION 16 A DISTANCE OF 2740.36 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL ROAD (120 FOOT RIGHT-OF-WAY);**
- 4. N 00°14'20" E ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL ROAD A DISTANCE OF 2,956.85 FEET TO A POINT OF CURVATURE;**
- 5. CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL ROAD AND ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S89°45'48"E, HAVING A RADIUS OF 1,697.02 FEET, A CENTRAL ANGLE OF 15°16'59" AND AN ARC LENGTH OF 452.66 FEET TO A POINT ON THE WEST LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 9;**
- 6. N 00°14'20" E ALONG SAID WEST LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 9 A DISTANCE OF 609.10 FEET TO THE NORTHWEST CORNER OF SAID SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 9;**
- 7. N 89°51'40"E ALONG THE NORTH LINE OF SAID SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 9 A DISTANCE OF 2,658.00 FEET TO THE NORTHEAST CORNER OF SAID SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 9;**
- 8. N 89°53'40" E ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 9 A DISTANCE OF 2,652.62 FEET TO THE NORTHEAST CORNER OF SAID SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 9.**

**CPC A 04-00054 / pt**

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Prepared by 10-05-11 Documents\Legal Descriptions\Annexation 10 Rev1 doc

9. N 89°57'52" E ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 10 A DISTANCE OF 1,353.37 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 10;
10. S 00°02'08" E ALONG THE EAST LINE OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 10 A DISTANCE OF 15.00 FEET;

THENCE THE FOLLOWING NINE (9) COURSES ALONG THE LIMITS OF THE "ANNEXATION PLAT-BANNING LEWIS RANCH NO. 3" OF RECORD AT RECEPTION NO. 1749355, RECORDS OF THE CLERK AND RECORDER'S OFFICE, EL PASO COUNTY, COLORADO;

1. S 89°57'52" W, 15.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES) SAID NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 10 A DISTANCE OF 1,353.25 FEET TO THE WEST LINE OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 10;
2. N 00°29'10" W ALONG SAID WEST LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 10 A DISTANCE OF 5.00 FEET;
3. S 89°53'40" W, 10.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES) SAID NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 9 A DISTANCE OF 2,652.69 FEET;
4. S 89°51'40" W, 10.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES) SAID NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 9 A DISTANCE OF 2,235.21 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID MARKSHEFFEL ROAD;
5. S 30°25'03" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 296.58 FEET TO A POINT OF CURVATURE;
6. CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 59°34'57" E, HAVING A RADIUS OF 1,577.02 FEET, A CENTRAL ANGLE OF 30°10'52" AND AN ARC LENGTH 830.71 FEET;
7. CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE S 00°14'20" W A DISTANCE OF 2,913.68 FEET;
8. N 89°40'52" E, 12.00 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES) THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 9 A DISTANCE OF 2,620.24 FEET;
9. S 89°39'45" E A DISTANCE OF 2,680.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 763,390 SQUARE FEET OR 17.525 ACRES.

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**ANNEXATION LEGAL DESCRIPTION - BANNING-LEWIS RANCH NO. 11:**

**A PORTION OF THE SOUTHWEST ¼ OF THE NORTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 65 WEST, 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BASIS OF BEARINGS: THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 13 SOUTH, RANGE 65 WEST, 6<sup>TH</sup> P.M., BEING MONUMENTED AS SHOWN HEREON, BEARING N 01°13'51" E, 2,648.58'.**

**COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 34; THENCE N 51°48'28" E A DISTANCE OF 8,504.60 FEET TO THE CENTER WEST 1/16<sup>TH</sup> CORNER OF SAID SECTION 25, AND THE POINT OF BEGINNING;**

**THENCE THE FOLLOWING THREE (3) COURSES:**

- 1. S 89°50'45" W ALONG THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER OF SECTION 25 A DISTANCE OF 120.07 FEET;**
- 2. N 05°34'42" E A DISTANCE OF 1,325.75 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ¼ OF THE NORTHWEST ONE-QUARTER OF SECTION 25;**
- 3. S 00°22'56" W ALONG THE EAST LINE OF SAID SOUTHWEST ¼ OF THE NORTHWEST ONE-QUARTER OF SECTION 25 A DISTANCE OF 1,319.18 FEET TO THE POINT OF BEGINNING.**

**CONTAINING 79,194 SQUARE FEET OR 1.818 ACRES.**

CPC A 04-00056 / pt

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**ANNEXATION LEGAL DESCRIPTION – BANNING-LEWIS RANCH NO. 12:**

**A PORTION OF THE SOUTHEAST ¼ OF THE SOUTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 65 WEST, 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BASIS OF BEARINGS: THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 13 SOUTH, RANGE 65 WEST, 6<sup>TH</sup> P.M., BEING MONUMENTED AS SHOWN HEREON, BEARING N 01°13'51" E, 2,648.58'.**

**COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 34; THENCE N 71°50'04" E A DISTANCE OF 8,408.43 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 25, AND THE POINT OF BEGINNING;**

**THENCE THE FOLLOWING FOUR (4) COURSES:**

- 1. S 89°56'30" W ALONG THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER OF SECTION 25 A DISTANCE OF 1,322.79 FEET;**
- 2. N 00°22'45" E A DISTANCE OF 40.00 FEET;**
- 3. N 89°56'30" E ALONG A LINE 40.00 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES) SAID SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 25 A DISTANCE OF 1,322.73 FEET TO THE NORTH-SOUTH CENTERLINE OF SAID SECTION 25;**
- 4. S 00°17'12" W ALONG SAID NORTH-SOUTH CENTERLINE A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.**

**CONTAINING 52,910 SQUARE FEET OR 1.215 ACRES.**

CPC A 04-00058 / pt

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**ANNEXATION LEGAL DESCRIPTION - BANNING-LEWIS RANCH NO. 13:**

**A PORTION OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 65 WEST, 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS**

**BASIS OF BEARINGS: THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 13 SOUTH, RANGE 65 WEST, 6<sup>TH</sup> P.M., BEING MONUMENTED AS SHOWN HEREON, BEARING N 01°13'51" E, 2,648.58'.**

**COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 34; THENCE N 53°40'34" E A DISTANCE OF 6,646.09 FEET TO THE SOUTH 1/16<sup>TH</sup> CORNER ON THE WEST LINE OF SAID SECTION 25, AND THE POINT OF BEGINNING;**

**THENCE THE FOLLOWING FOUR (4) COURSES:**

- 1. N 00°28'46" E ALONG THE WEST LINE OF SAID SOUTHWEST ONE-QUARTER OF SECTION 25 A DISTANCE OF 30.00 FEET;**
- 2. N 89°53'38" E ON A LINE PARALLEL TO AND 30.00 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES) THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 25 A DISTANCE OF 660.36 FEET;**
- 3. S 00°06'22" E A DISTANCE OF 30.00 FEET;**
- 4. S 89°53'38" W ALONG SAID SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 25 A DISTANCE OF 660.67 FEET TO THE POINT OF BEGINNING.**

**CONTAINING 19,815 SQUARE FEET OR 0.455 ACRES.**

**CPG-A 84-000607 dt**

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**ANNEXATION LEGAL DESCRIPTION - BANNING-LEWIS RANCH NO. 14:**

**A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 26 AND THE EAST ONE-HALF OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 65 WEST, 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BASIS OF BEARINGS: THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 13 SOUTH, RANGE 65 WEST, 6<sup>TH</sup> P.M., BEING MONUMENTED AS SHOWN HEREON, BEARING N 01°13'51" E, 2,648.58'.**

**COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 34; THENCE N 63°53'30" E A DISTANCE OF 5,950.79 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 26, AND THE POINT OF BEGINNING;**

**THENCE THE FOLLOWING ELEVEN (11) COURSES:**

- 1. S 00°28'40" W ALONG THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 35 A DISTANCE OF 2,639.40 FEET TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 35;**
- 2. S 00°28'41" W ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 35 A DISTANCE OF 1,979.63 FEET;**
- 3. N 89°50'49" W A DISTANCE OF 2,673.83 FEET TO A POINT ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 35;**
- 4. N 00°51'34" E ALONG SAID NORTH-SOUTH CENTERLINE A DISTANCE OF 660.97 FEET;**
- 5. S 89°49'35" E A DISTANCE OF 1,334.71 FEET;**
- 6. N 00°40'04" E A DISTANCE OF 2,641.69 FEET;**
- 7. S 89°43'29" E A DISTANCE OF 1,235.95 FEET;**
- 8. N 00°28'40" E ALONG A LINE PARALLEL TO AND 90 FEET FROM (AS MEASURED AT RIGHT ANGLES) SAID EAST LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 35, A DISTANCE OF 1319.86 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST ONE-QUARTER;**
- 9. N 00°28'46" E ALONG A LINE PARALLEL TO AND 90 FEET FROM (AS MEASURED AT RIGHT ANGLES) THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 26, A DISTANCE OF 50.24 FEET;**
- 10. S 89°31'14" E A DISTANCE OF 90.00 FEET TO A POINT ON SAID EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 26;**
- 11. S 00°28'46" W ALONG SAID EAST LINE OF THE SOUTHEAST ONE-QUARTER A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.**

**CONTAINING 5,400,408 SQUARE FEET OR 123.976 ACRES.**

CPC A 04-00062/pt

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**ANNEXATION LEGAL DESCRIPTION - BANNING-LEWIS RANCH NO. 15:**

**A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 14 SOUTH, RANGE 64 WEST, 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BASIS OF BEARINGS. THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 13 SOUTH, RANGE 65 WEST, 6TH P.M., BEING MONUMENTED AS SHOWN HEREON, BEARING N 01°13'51" E, 2,648.58'.**

**COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 34; THENCE S 67°42'05" E A DISTANCE OF 14,306.24 FEET TO THE CENTER ONE-QUARTER CORNER OF SAID SECTION 6, AND THE POINT OF BEGINNING;**

**THENCE THE FOLLOWING FOUR (4) COURSES:**

- 1. S 00°35'38" E ALONG THE EAST LINE OF SAID SOUTHWEST ONE-QUARTER OF SECTION 6 A DISTANCE OF 1,327.06 FEET TO THE CENTER-SOUTH 1/16<sup>TH</sup> CORNER OF SAID SECTION 6;**
- 2. N 88°51'53" W A DISTANCE OF 300.13 FEET ALONG THE SOUTH LINE OF THE NORTH ONE-HALF OF SAID SOUTHWEST ONE-QUARTER;**
- 3. N 00°35'38" W ALONG A LINE PARALLEL TO AND 300 FEET FROM (AS MEASURED AT RIGHT ANGLES) SAID EAST LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 6, A DISTANCE OF 1,329.09 FEET TO A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 6;**
- 4. S 88°28'36"E ALONG SAID EAST-WEST CENTERLINE A DISTANCE OF 300.20 FEET TO THE POINT OF BEGINNING.**

**CONTAINING 398,417 SQUARE FEET OR 9.146 ACRES.**

CPCA 04-00064 / dt

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**ANNEXATION LEGAL DESCRIPTION - BANNING-LEWIS RANCH NO. 16:**

**A PORTION OF THE WEST ONE-HALF OF SECTION 7, TOWNSHIP 14 SOUTH, RANGE 64 WEST, 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BASIS OF BEARINGS: THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 13 SOUTH, RANGE 65 WEST, 6TH P.M., BEING MONUMENTED AS SHOWN HEREON, BEARING N 01°13'51" E, 2,648.58'.**

**COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 34; THENCE S 58°38'40" E A DISTANCE OF 15,532.36 FEET TO THE NORTH ONE-QUARTER CORNER OF SAID SECTION 7, AND THE POINT OF BEGINNING;**

**THENCE THE FOLLOWING SIX (6) COURSES:**

- 1. S 00°42'13" W ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 7 A DISTANCE OF 1,569.02 FEET;**
- 2. N 89°20'37" W A DISTANCE OF 2,621.25 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF CORRAL VALLEY ROAD (60 FOOT RIGHT-OF-WAY);**
- 3. N 00°15'00" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 253.55 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 7;**
- 4. S 89°20'40" E ALONG SAID SOUTH LINE A DISTANCE OF 2,223.26 FEET;**
- 5. N 00°42'13" E ALONG A LINE PARALLEL TO AND 400 FEET WEST OF (AS MEASURED AT RIGHT ANGLES) SAID EAST LINE OF THE NORTHWEST ONE-QUARTER A DISTANCE OF 1,316.12 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER;**
- 6. S 89°14'48" E ALONG SAID NORTH LINE A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING.**

**CONTAINING 1,191,215 SQUARE FEET OR 27.347 ACRES.**

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**ANNEXATION LEGAL DESCRIPTION – BANNING-LEWIS RANCH NO. 17:**

**A PORTION OF SECTION 12, THE SOUTHEAST ONE-QUARTER OF SECTION 11 AND THE NORTHEAST ONE-QUARTER OF SECTION 14, TOWNSHIP 14 SOUTH, RANGE 64 WEST, 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BASIS OF BEARINGS: THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 13 SOUTH, RANGE 65 WEST, 6<sup>TH</sup> P.M., BEING MONUMENTED AS SHOWN HEREON, BEARING N 01°13'51" E, 2,648.58'.**

**COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 34; THENCE S 44°44'42" E A DISTANCE OF 13,178.59 FEET TO THE NORTHEAST ONE-SIXTEENTH CORNER OF SAID SECTION 12, AND THE POINT OF BEGINNING;**

**THENCE THE FOLLOWING SIX (6) COURSES:**

- 1. S 00°16'41" W ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 12 A DISTANCE OF 1,319.85 FEET;**
- 2. N 89°41'02" W ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER OF SECTION 12 A DISTANCE OF 1318.04 FEET TO THE CENTER ONE-QUARTER CORNER OF SAID SECTION 12;**
- 3. N 89°40'51" W ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12 A DISTANCE OF 409.96 FEET;**
- 4. S 00°15'32" E A DISTANCE OF 1317.49 FEET;**
- 5. S 88°23'58" E A DISTANCE OF 397.25 FEET TO THE EAST LINE OF SAID SOUTHWEST ONE-QUARTER OF SECTION 12;**
- 6. S 00°17'53" W ALONG SAID EAST LINE OF THE SOUTHWEST ONE-QUARTER A DISTANCE OF 1272.94 FEET TO THE APPROXIMATE NORTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 94 (RIGHT-OF-WAY VARIES);**

**THENCE THE FOLLOWING THIRTEEN (13) COURSES ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 94:**

- 1. N 89°40'11" W A DISTANCE OF 805.22 FEET;**
- 2. N 88°14'14" W A DISTANCE OF 400.55 FEET;**
- 3. N 82°16'58" W A DISTANCE OF 700.16 FEET;**
- 4. N 86°01'16" W A DISTANCE OF 548.88 FEET;**
- 5. S 82°40'05" W A DISTANCE OF 151.49 FEET;**
- 6. N 66°40'26" W A DISTANCE OF 156.60 FEET;**
- 7. S 22°31'23" W A DISTANCE OF 104.70 FEET;**
- 8. S 89°56'09" W A DISTANCE OF 209.00 FEET;**
- 9. S 69°26'54" W A DISTANCE OF 199.71 FEET;**
- 10. S 86°06'48" W A DISTANCE OF 248.19 FEET;**
- 11. S 84°02'32" W A DISTANCE OF 464.08 FEET;**
- 12. N 23°30'38" W A DISTANCE OF 32.03 FEET;**
- 13. S 65°10'15" W A DISTANCE OF 81.59 FEET;**

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THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING  
TWENTY-ONE (21) COURSES:

1. N 00°16'56" W ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 14 A DISTANCE OF 18.10 FEET TO THE EAST ONE-SIXTEENTH CORNER OF SAID SECTIONS 11 AND 14;
2. S 89°43'04" W ALONG THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 14 A DISTANCE OF 5.00 FEET;
3. N 00°16'56" W A DISTANCE OF 49.30 FEET;
4. N 89°56'09" E A DISTANCE OF 649.88 FEET;
5. N 86°06'48" E A DISTANCE OF 150.00 FEET;
6. N 69°26'54" E A DISTANCE OF 200.00 FEET;
7. N 89°56'09" E A DISTANCE OF 175.44 FEET;
8. N 00°03'51" W A DISTANCE OF 130.00 FEET;
9. S 66°40'26" E A DISTANCE OF 240.00 FEET;
10. N 82°40'05" E A DISTANCE OF 150.00 FEET;
11. S 86°01'16" E A DISTANCE OF 550.00 FEET;
12. S 82°16'58" E A DISTANCE OF 700.00 FEET;
13. S 88°14'14" E A DISTANCE OF 400.00 FEET;
14. S 89°40'11" E A DISTANCE OF 800.11 FEET;
15. N 00°17'53" E ALONG A LINE PARALLEL TO AND 5 FEET WEST OF (AS MEASURED AT RIGHT ANGLES) THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12 A DISTANCE OF 1259.55 FEET;
16. N 88°23'58" W A DISTANCE OF 397.20 FEET;
17. N 00°15'32" W A DISTANCE OF 1327.38 FEET;
18. S 89°40'51" E ALONG A LINE PARALLEL TO AND 5 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12 A DISTANCE OF 415.01 FEET;
19. S 89°41'02" E ALONG A LINE PARALLEL TO AND 5 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES) THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 12 A DISTANCE OF 868.04 FEET;
20. N 00°16'41" E ALONG A LINE PARALLEL TO AND 450 FEET WEST OF (AS MEASURED AT RIGHT ANGLES) THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 12 A DISTANCE OF 1,314.83 FEET;
21. S 89°41'14" E ALONG THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 12 A DISTANCE OF 450.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 674,068 SQUARE FEET OR 15.474 ACRES.

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ANNEXATION LEGAL DESCRIPTION - BANNING-LEWIS RANCH NO. 18:

A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 4 AND THE NORTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 14 SOUTH, RANGE 65 WEST, 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS. THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 13 SOUTH, RANGE 65 WEST, 6TH P.M., BEING MONUMENTED AS SHOWN HEREON, BEARING N 01°13'51" E, 2,648.58'.

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 34; THENCE S 63°36'28" W A DISTANCE OF 6,020.20 FEET TO THE NORTHEAST CORNER OF SAID SECTION 4, AND THE POINT OF BEGINNING;

THENCE THE FOLLOWING EIGHT (8) COURSES:

1. N 89°41'54" E ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER OF SECTION 3 A DISTANCE OF 1,368.16 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 24 (RIGHT-OF-WAY VARIES);
2. S 30°15'31" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 688.55 FEET TO A POINT OF CURVATURE;
3. CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2813.59 FEET, A CENTRAL ANGLE OF 22°26'02" AND AN ARC LENGTH OF 1101.65 FEET;
4. N 37°19'28" W ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF CONSTITUTION AVENUE (120 FOOT RIGHT-OF-WAY) OF RECORD IN BOOK V-3 AT PAGE 169 (RECORDS OF THE RECORDER'S OFFICE, EL PASO COUNTY, COLORADO) A DISTANCE OF 50.00 FEET TO A POINT OF CURVATURE;
5. THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY ON A NON-TANGENT CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 37°19'28" W, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 90°32'27" AND AN ARC LENGTH OF 158.02 FEET;
6. N 36°47'01" W CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 798.23 FEET TO A POINT OF CURVATURE;
7. CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND TANGENT TO THE LAST COURSE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1897.00 FEET, A CENTRAL ANGLE OF 39°00'44" AND AN ARC LENGTH OF 1,291.65 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST ONE-QUARTER OF SECTION 4;
8. N 89°45'34" E ALONG SAID NORTH LINE A DISTANCE OF 1,406.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,875,916 SQUARE FEET OR 43.065 ACRES.

~~CPC A 04 00070 / DT~~

RETURN TO LYDIA-WILL PICK UP -MC 1378

1 of 2 OFFICE OF THE CITY CLERK  
D:\Annexation 18 doc  
POST OFFICE BOX 1575, MC 110  
COLORADO SPRINGS, CO 80901

**ANNEXATION LEGAL DESCRIPTION - BANNING-LEWIS RANCH NO. 19:**

**A PORTION OF THE EAST ONE-HALF OF SECTION 33, TOWNSHIP 13 SOUTH, RANGE 65 WEST, 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BASIS OF BEARINGS. THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 13 SOUTH, RANGE 65 WEST, 6TH P.M., BEING MONUMENTED AS SHOWN HEREON, BEARING N 01°13'51" E, 2,648.58'.**

**COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 34; THENCE S 71°54'07" W A DISTANCE OF 8,457.13 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CONSTITUTION AVENUE (120 FOOT RIGHT-OF-WAY OF RECORD IN BOOK V-3 AT PAGE 169, RECORDS OF THE RECORDER'S OFFICE, EL PASO COUNTY) FROM WHENCE THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 33 BEARS S 00°07'52" E A DISTANCE OF 60.00 FEET, AND THE POINT OF BEGINNING;**

**THENCE THE FOLLOWING SIX (6) COURSES:**

- 1. N 00°07'52" W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 33 A DISTANCE OF 5,307.08 FEET TO THE NORTH ONE-QUARTER CORNER OF SAID SECTION 33;**
- 2. N 89°46'22" E ALONG THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 33 A DISTANCE OF 20.00 FEET;**
- 3. S 00°07'52" E ALONG A LINE PARALLEL TO AND 20 FEET EAST OF (AS MEASURED AT RIGHT ANGLES) SAID NORTH-SOUTH CENTERLINE A DISTANCE OF 2,683.50 FEET TO THE EAST-WEST CENTERLINE OF SAID SECTION 33;**
- 4. S 89°46'03" W ALONG SAID EAST-WEST CENTERLINE A DISTANCE OF 10.00 FEET;**
- 5. S 00°07'52" E ON A LINE PARALLEL TO AND 10 FEET EAST OF (AS MEASURED AT RIGHT ANGLES) SAID NORTH-SOUTH CENTERLINE A DISTANCE OF 2,623.57 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE OF CONSTITUTION AVENUE,**
- 6. S 89°45'44" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.**

**CONTAINING 79,906 SQUARE FEET OR 1.834 ACRES.**

**CPC A 04-00072 / dt**

**RETURN TO LYDIA-WILL PICK UP -MC 1378**

**OFFICE OF THE CITY CLERK  
POST OFFICE BOX 1575, MC 110  
COLORADO SPRINGS, CO 80901**

**Annexation 19 doc**

**ANNEXATION LEGAL DESCRIPTION – BANNING-LEWIS RANCH NO. 20:**

**A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 35, TOWNSHIP 14 SOUTH, AND THE NORTHEAST ONE-QUARTER OF SECTION 2, TOWNSHIP 15 SOUTH, RANGE 65 WEST, 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BASIS OF BEARINGS: THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 13 SOUTH, RANGE 65 WEST, 6<sup>TH</sup> P.M., BEING MONUMENTED AS SHOWN HEREON, BEARING N 01°13'51" E, 2,648.58'.**

**COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 34; THENCE S 06°45'49" E A DISTANCE OF 31,974.37 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST ONE-QUARTER OF SECTION 35 FROM WHENCE THE CENTER ONE-QUARTER CORNER OF SAID SECTION 35 BEARS S 89°52'08" W A DISTANCE OF 1,245.64 FEET, AND THE POINT OF BEGINNING;**

**THENCE THE FOLLOWING FOUR (4) COURSES:**

- 1. N 89°52'08" E ALONG SAID NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 35 A DISTANCE OF 1,082.85 FEET;**
- 2. S 00°29'27" W ALONG A LINE PARALLEL TO AND 338 FEET WEST OF (AS MEASURED AT RIGHT ANGLES) THE EAST LINE OF SAID SOUTHEAST ONE-QUARTER A DISTANCE OF 2,674.81 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD (60 FOOT RIGHT-OF-WAY) ;**
- 3. S 89°55'26" W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1,082.55 FEET;**
- 4. N 00°29'04" E A DISTANCE OF 2,673.77 FEET TO THE POINT OF BEGINNING.**

**CONTAINING 2,895,299 SQUARE FEET OR 66.467 ACRES.**

CPC A 04-00074 / pt

**RETURN TO LYDIA-WILL PICK UP –MC 1378**

OFFICE OF THE CITY CLERK  
POST OFFICE BOX 1575, MC 110  
COLORADO SPRINGS, CO 80901

ICPH Annexation\Annexation 20 doc

## **EXHIBIT "C"**

### **RELATED AGREEMENT**

1. Subdivision/Development Improvements Agreement between the City of Colorado Springs, MREC Oakwood Colorado Ranch LLC, MREC Oakwood Colorado Investments LLC, and MREC Oakwood Colorado IV-VI LLC dated June 20, 2013, regarding drainage improvement and fee obligations.

**EXHIBIT “D”**

**UTILITIES' WASTEWATER SYSTEM IMPROVEMENTS**

See Attached Map

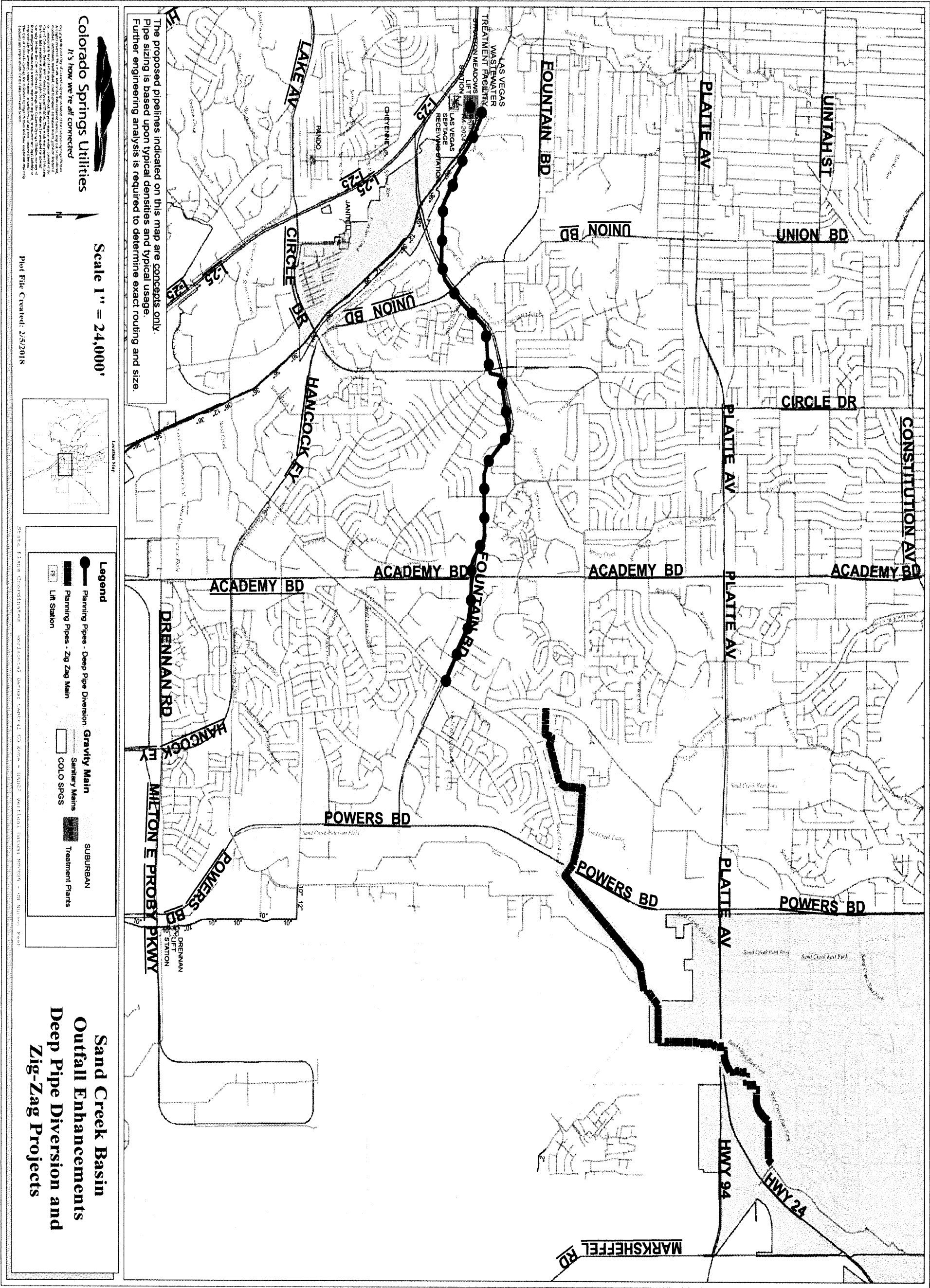


EXHIBIT D

OFFICE OF THE CITY CLERK  
POST OFFICE BOX 1575, MC 110  
COLORADO SPRINGS, CO 80901



**EXHIBIT "E"**

**WATER RIGHTS**

The following ground water rights decreed in District Court in and for Water Division No. 2, Case No. W-1174 on November 23, 1973:

Name	Permit	State ID #
BL-24	21355-F	1005040
BL-54	18228-C	1005043
BL-52	18228-A	1005041
BL-53	18228-B	1005042
BL-55	18228-H	1005049
BL-56	18228-D	1005045
BL-57	18228-I	1005046
BL-58	18228-J	1005047
BL-59	15891-K	1005048
BL-60	15892-L	1005044
BL-61	15893-M	1005050
BL-62	21356-F	1005051
BL-63	21357-F	1005052

The following ground water rights decreed in District Court in and for Water Division No. 2, Case No. W-2694 on June21, 1976:

Name	Well Permit
Janitell Well No. 202	19273-2
Janitell Well No. 207	19273-7
Janitell Well No. 209	19273-9
Janitell Well No. 211	19273-11
Janitell Well No. 213	19273-13
Janitell Well No. 215	12547
Janitell Well No. 218	12541
Janitell Well No. 219	19753
Janitell Well No. 221	19273-Swap 1
Janitell Well No. 222	19273- Swap 2

The following ground water rights decreed in District Court in and for Water Division No. 2, Case Nos. 83CW133(A) on May 5, 1987:

Name  
Aries A-11  
Aries A-12  
Aries A-13  
Aries A-14  
Aries A-16  
Aries A-17  
Aries A-18  
Aries A-19  
Aries A-20

OFFICE OF THE CITY CLERK  
POST OFFICE BOX 1575, MC 110  
COLORADO SPRINGS, CO 80901

The following ground water rights decreed in District Court in and for Water Division No. 2, Case Nos. 83CW134(A) May 5, 1987:

Name

Aries LF-11

Aries LF-12

Aries LF-14

Aries LF-15

Aries LF-16

Aries LF-18

Aries LF-19

Aries LF-20

Aries LF-21

Aries LF-22

Aries LF-23

Aries LF-24

Aries LF-26

Aries LF-28

Aries LF-29

Aries LF-30

The following ground water rights decreed in District Court in and for Water Division No. 2, Case Nos. 83CW135(A) May 5, 1987:

Name

Aries D-11

Aries D-12

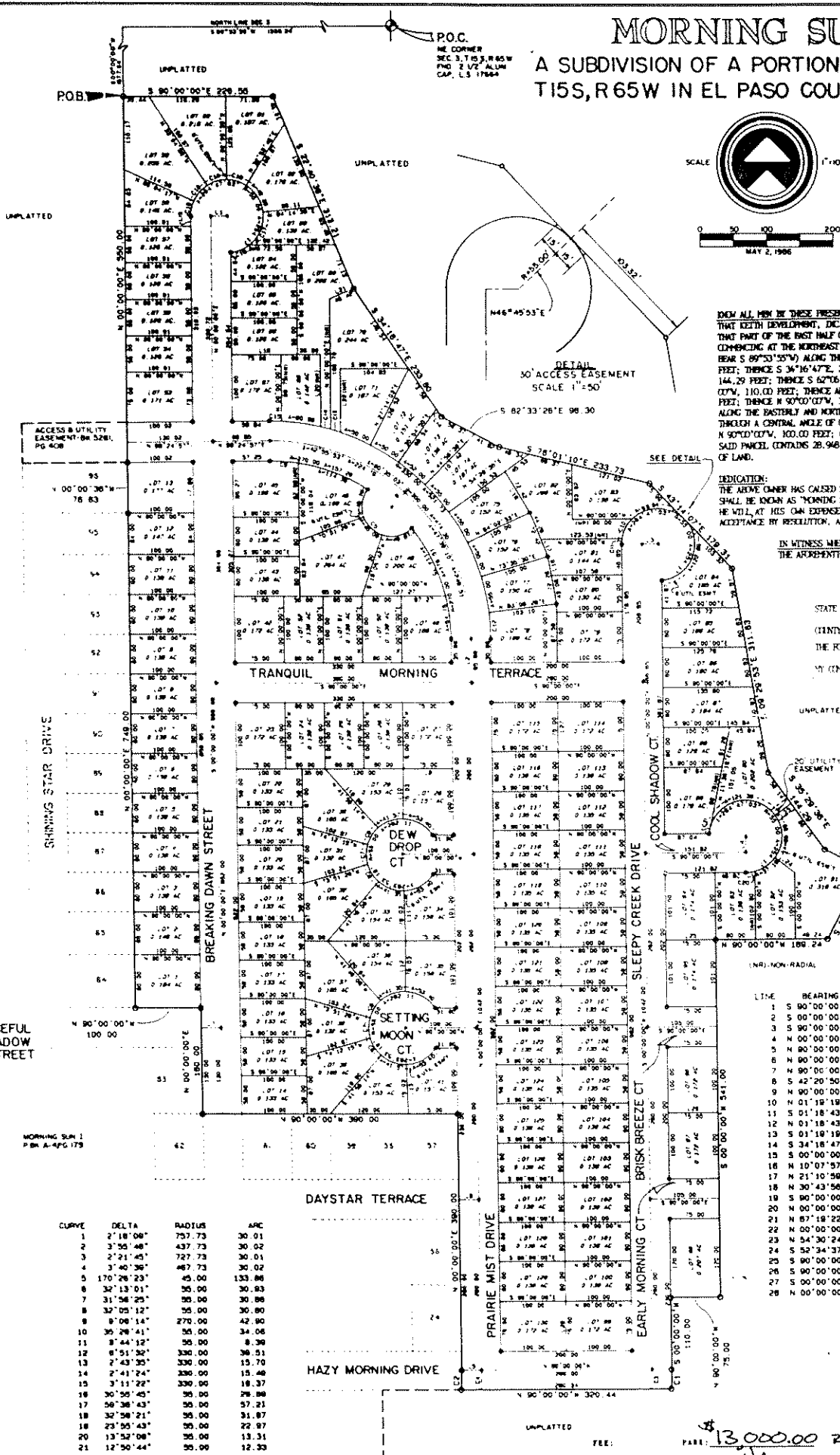
Aries D-13

Aries D-14

Aries D-15

MORNING SUN II

A SUBDIVISION OF A PORTION OF SECTION 3,  
T15S, R65W IN EL PASO COUNTY, COLORADO



FROM ALL MEN BY THESE PRESENTS:  
THAT KEITH DEVELOPMENT, INC., BEING THE OWNER OF THE FOLLOWING TRACT OF LAND, TO WIT:  
THAT PART OF THE EAST HALF OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,  
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3, THENCE S 89°53'55\"

DEDICATION:  
THE ABOVE OWNER HAS CAUSED SAID TRACT OF LAND TO BE PLATTED INTO LOTS, STREETS AND EASEMENTS  
SHALL BE KNOWN AS 'MORNING SUN II', EL PASO COUNTY, COLORADO. ALL STREETS SO PLATTED ARE  
HE WILLS, AT HIS OWN EXPENSE, GRADE AND PAVE ALL PLATTED STREETS AND PROVIDE PROPER DRAINAGE  
ACCEPTANCE BY RESOLUTION. ALL STREETS SO DEDICATED SHALL BECOME MATTERS OF MAINTENANCE BY

IN WITNESS WHEREOF:  
THE ABOVE-MENTIONED, KEITH DEVELOPMENT, INC., HAS EXECUTED THIS INSTRUMENT THIS

STATE OF COLORADO: \_\_\_\_\_  
COUNTY OF EL PASO: \_\_\_\_\_

THE FOREGOING INSTRUMENTS WERE ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

- NOTES:
1. THE DEPARTMENT OF TRANSPORTATION HAS REVIEWED THE FOLLOWING REPORTS HAVE BEEN SUBMITTED AND THE DRAINAGE REPORT, WITHOUT HAZARD REPORT, NATURAL, WATER SERVICE IS SUPPLIED BY THE COLORADO CREEK & SANITARY SEWER SERVICE IS SUPPLIED BY THE COLORADO
  2. NO BUILDING PERMIT SHALL BE ISSUED UNTIL AND IN ACCORDANCE WITH THE BUILDING CODE WHICH THE BUILDING WITHIN TWELVE (12) MONTHS FROM THE DATE OF ACTING BETWEEN THE SUBDIVIDER AND EL PASO COUNTY ENGINEER.

3. UNLESS OTHERWISE INDICATED, SEE EXTERIOR SUBDIVISION RECORDS FOR OF THESE EASEMENTS IS HAZARD VISIBLE.
4. ALL STRUCTURAL FOUNDATIONS SHALL BE THIS AREA IS SUBJECT TO AN ADJUSTMENT.
5. BASIS OF BEARING: ALL BEARINGS AS COUNTY, COLORADO, WHICH IS ASSUMED.
6. ALL CORNERS SET ARE NO. 4 REBAR.
7. LOTS 69 AND 70 ARE SUBJECT TO A CHAIN.
8. ALL EXTERIOR LIGHTING SHALL BE ON.
9. BUILDING PERMITS WILL NOT BE THE PROPOSED IMPROVEMENTS.

ATTESTED BY THE EL PASO COUNTY CLERK:

ATTESTED BY THE EL PASO COUNTY CLERK:

CERTIFICATION:  
THE UNDERSIGNED SUBDIVIDER, KEITH DEVELOPMENT, INC., HAS CAUSED THIS PLAT TO BE PREPARED IN ACCORDANCE WITH TITLE 38 OF THE COLORADO STATUTES, AND THE SUBDIVISION THEREOF TO THE BEST OF HIS

STATE OF COLORADO: \_\_\_\_\_

COUNTY OF EL PASO: \_\_\_\_\_

I HEREBY CERTIFY THAT THIS INSTRUMENT IS AND IS FULLY RETURNED IN PLAT RECORD.

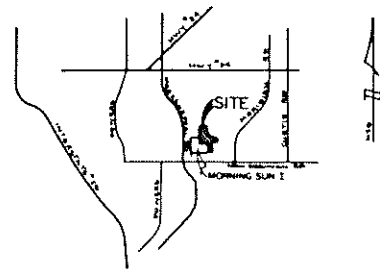
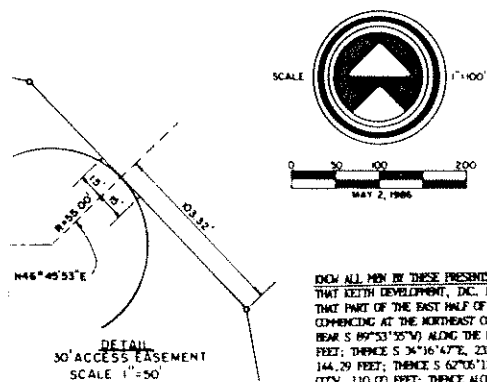
RECORDING NO. 01650580

FILE: 410.00

PAR: 13,000.00 200# 35568  
SCHOOL: NA

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IF NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREIN. (C.R.S. 13-60-105).

A SUBDIVISION OF A PORTION OF SECTION 3,  
T15S, R65W IN EL PASO COUNTY, COLORADO



VICINITY MAP

LOOK ALL MEN BY THESE PRESENTS:

THAT KEITH DEVELOPMENT, INC., BEING THE OWNER OF THE FOLLOWING TRACT OF LAND, TO WIT:

THAT PART OF THE EAST HALF OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3, THENCE S 89°53'55"W (SAID BEARING AND ALL OTHERS USED IN THIS DESCRIPTION ARE RELATIVE TO THE NORTH LINE OF SAID SECTION 3 WHICH IS ASSUMED TO BEAR S 89°53'55"W) ALONG THE NORTH LINE OF SAID SECTION 3, 1355.24 FEET; THENCE S 00°00'00"W, 1577.64 FEET TO THE POINT OF BEGINNING; THENCE S 90°00'00"E, 226.55 FEET; THENCE S 22°40'36"E, 313.21 FEET; THENCE S 34°16'47"E, 235.80 FEET; THENCE S 62°51'17"E, 98.30 FEET; THENCE S 76°01'10"E, 231.73 FEET; THENCE S 43°14'07"E, 179.31 FEET; THENCE S 07°29'57"E, 311.63 FEET; THENCE S 35°29'36"E, 144.79 FEET; THENCE S 62°51'17"E, 66.09 FEET; THENCE S 27°53'47"W, 118.00 FEET; THENCE S 90°00'00"W, 169.24 FEET; THENCE S 00°00'00"W, 541.00 FEET; THENCE S 00°00'00"W, 110.00 FEET; THENCE S 00°00'00"W, 130.44 FEET TO THE SOUTHWEST CORNER OF THE WEST HALF LONG OAK BEARS S 01°08'04"W, THROUGH A CENTRAL ANGLE OF 02°16'09", A RADIUS OF 757.73 FEET FOR AN ARC DISTANCE OF 30.01 FEET; THENCE N 90°00'00"W, 300.44 FEET TO THE SOUTHWEST CORNER OF HAZY MORNING DRIVE AS PLATTED IN MORNING SUN I AND AS RECORDED IN PLAT BOOK A-4 AT PAGE 179 OF THE RECORDS OF SAID COUNTY; THENCE ALONG THE EASTERN AND NORTHERLY LINES OF SAID MORNING SUN I BY THE FOLLOWING SEVEN (7) CURVES RESPECTIVELY: (1) ALONG THE ARC OF A CURVE CONCAVE TO THE WEST HALF LONG OAK BEARS S 01°08'04"W, THROUGH A CENTRAL ANGLE OF 02°16'09", A RADIUS OF 757.73 FEET FOR AN ARC DISTANCE OF 30.01 FEET; (2) N 00°00'00"E, 340.00 FEET; (3) N 90°00'00"W, 390.00 FEET; (4) N 00°00'00"E, 160.00 FEET; (5) N 90°00'00"W, 100.00 FEET; (6) N 00°00'00"E, 749.00 FEET; (7) N 00°00'00"W, 76.63 FEET; THENCE N 00°00'00"E, 550.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 28.946 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS AS GRANTED OR RESERVED BY INSTRUMENTS OF RECORD OR AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

DEDICATION: THE ABOVE OWNER HAS CAUSED SAID TRACT OF LAND TO BE PLATTED INTO LOTS, STREETS AND EASEMENTS AS SHOWN ON THE PLAT, WHICH PLAT SETS FORTH THE BOUNDARY AND DIMENSIONS THEREOF; SAID TRACT SO PLATTED SHALL BE KNOWN AS "MORNING SUN II", EL PASO COUNTY, COLORADO. ALL STREETS SO PLATTED ARE HEREBY DEDICATED TO PUBLIC USE. THE ABOVE-MENTIONED OWNER DOES HEREBY PERSONALLY GUARANTEE AND AGREE THAT HE WILL, AT HIS OWN EXPENSE, GRADE AND PAVE ALL PLATTED STREETS AND PROVIDE PROPER DRAINAGE FOR SAME, ALL TO THE SATISFACTION OF THE BOARD OF COUNTY COMMISSIONERS OF SAID EL PASO COUNTY, AND UPON ACCEPTANCE BY RESOLUTION, ALL STREETS SO DEDICATED SHALL BECOME MATTERS OF MAINTENANCE BY SAID EL PASO COUNTY.

IN WITNESS WHEREOF, THE ABOVE-MENTIONED, KEITH DEVELOPMENT, INC., HAS EXECUTED THIS INSTRUMENT THIS 23<sup>RD</sup> DAY OF November, 1997, A.D.

KEITH DEVELOPMENT, INC.

STATE OF COLORADO:  
COUNTY OF EL PASO:

THE FOREGOING INSTRUMENTS WERE ACKNOWLEDGED BEFORE ME THIS 23<sup>RD</sup> DAY OF November, 1997, A.D. BY JIMMY L. KEITH, PRESIDENT, KEITH DEVELOPMENT, INC.

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC

WITNESSES:

THE INSTRUMENT OF TRANSFER MUST BE CONTAINED WITHIN THE INSTRUMENT OF ANY DEED.

THE FOLLOWING REPORTS HAVE BEEN SUBMITTED AND ARE ON FILE AT THE COUNTY LAND USE DEPARTMENT: 1. SOILS AND 2. BIOLOGICAL STUDY WATER QUALITY REPORT.

3. DRAINAGE REPORT, 4. WETLAND HAZARD REPORT, 5. NATURAL FEATURES REPORT, 6. EROSION CONTROL REPORT.

7. WATER SERVICE IS SUPPLIED BY THE COLORADO CENTRE METROPOLITAN SERVICE DISTRICT.

8. SANITARY SEWER SERVICE IS SUPPLIED BY THE COLORADO CENTRE METROPOLITAN SERVICE DISTRICT.

9. NO BUILDING PERMIT SHALL BE ISSUED UNTIL AND UNLESS COLLATERAL IN AN ACCEPTABLE FORM IS PROVIDED TO EL PASO COUNTY IN AN AMOUNT OF \$5.00 PER LINEAR FOOT FRONTAGE OF THE BUILDING SITE FOR WHICH THE BUILDING PERMIT IS BEING REQUESTED TO GUARANTEE THE CONSTRUCTION OF REQUIRED PUBLIC SIDEWALK IMPROVEMENTS WITHIN TWELVE (12) MONTHS FROM THE DATE OF AUTHORIZATION OF THE ISSUANCE OF THE BUILDING PERMIT. IN ADDITION WITH THE SUBDIVISION IMPROVEMENTS AGREEMENT BETWEEN THE SUBDIVIDER AND EL PASO COUNTY AS REQUIRED AT BOOK 5453, PAGE 1205 IN THE OFFICE OF THE CLERK AND RECORDER OF EL PASO COUNTY, COLORADO.

10. UNLESS OTHERWISE INDICATED, SIDE LOT LINES ARE HEREBY PLATTED WITH A FIVE (5) FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT. ALL REAR AND EXTERIOR SUBDIVISION BOUNDARIES SHALL HAVE A SEVEN (7) FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT. THE SITE RESPONSIBILITY FOR MAINTENANCE OF THESE EASEMENTS IS HEREBY VESTED WITH THE INDIVIDUAL PROPERTY OWNERS.

11. ALL STRUCTURAL FOUNDATIONS SHALL BE LOCATED AND DESIGNED BY A PROFESSIONAL ENGINEER, CURRENTLY REGISTERED IN THE STATE OF COLORADO.

12. THIS AREA IS SUBJECT TO AN AVIGATION EASEMENT AS RECORDED IN BOOK 5447, AND PAGE 159 IN THE RECORDS OF EL PASO COUNTY, COLORADO.

13. BASIS OF BEARING: ALL BEARINGS ARE RELATIVE TO THE NORTH LINE OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, WHICH IS ASSUMED TO BEAR S 89°53'55"W.

14. ALL CORNERS SET ARE NO. 4 REBAR WITH SURVEYOR'S CAP U.S. 11626 (UNLESS OTHERWISE STATED).

15. LOTS 66 AND 70 ARE SUBJECT TO A COMMON ACCESS AND MAINTENANCE AGREEMENT AS RECORDED IN BOOK 5453, PAGE 1210.

16. ALL EXTERIOR LIGHTING PLANS BE APPROVED BY THE DIRECTOR OF AVIGATION TO PREVENT A HAZARD TO AIRCRAFT.

17. BUILDING PERMITS WILL NOT BE ISSUED FOR LOTS 60 THRU 64; LOTS 65 THRU 75; LOTS 81 THRU 92 AND LOTS 93, UNTIL THE PROPOSED IMPROVEMENTS TO JIMMY CAMP CREEK, ADJACENT TO THE LOTS, ARE COMPLETED.

APPROVED BY THE EL PASO COUNTY CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS, THIS 23<sup>RD</sup> DAY OF November, 1997, A.D.

Charles A. Dewey, Jr.  
VICE CHAIRMAN OF THE BOARD

APPROVED BY THE EL PASO COUNTY LAND USE ADMINISTRATOR, THIS 23<sup>RD</sup> DAY OF November, 1997, A.D.

David R. Friesch  
LAND USE ADMINISTRATOR

CERTIFICATION:

THE UNDERSIGNED REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO DOES HEREBY STATE AND CERTIFY THAT THE ABOVE-MENTIONED PLAT HAS BEEN EXAMINED IN ACCORDANCE WITH TITLE 38 OF THE COLORADO REVISED STATUTES, AS AMENDED, AND THAT SAID PLAT CORRECTLY REPRESENTS THE DESCRIBED TRACT OF LAND AND THE SUBDIVISION THEREOF TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

David R. Friesch  
DAVID R. FRIESCH, P.L.S.



STATE OF COLORADO:

COUNTY OF EL PASO:

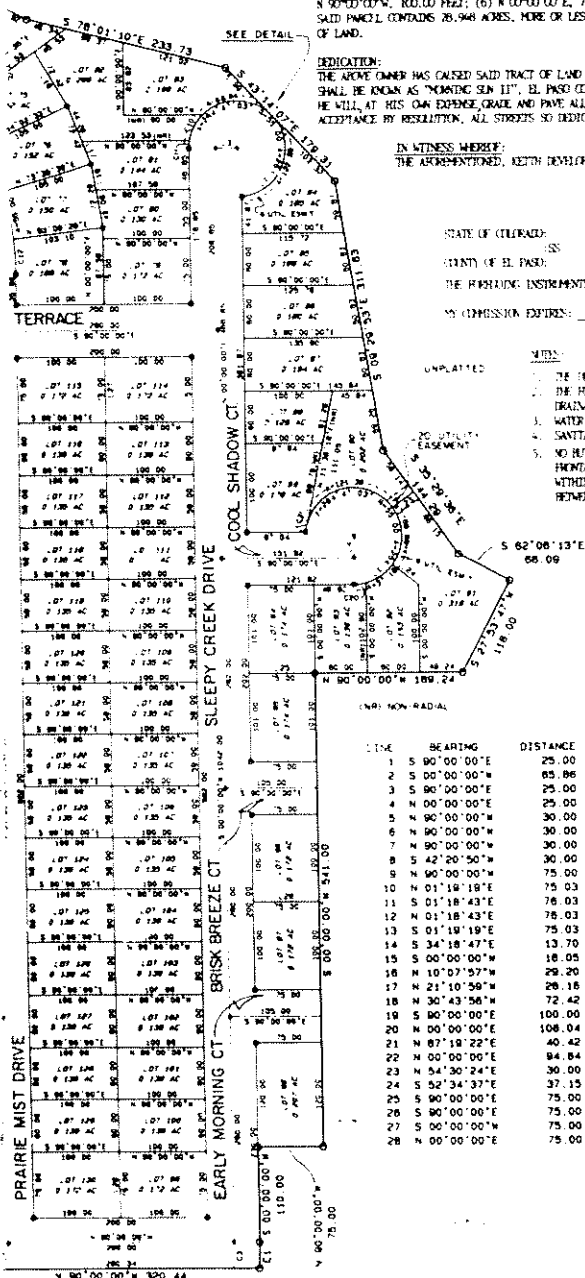
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT 2:09 PM, THIS 30<sup>TH</sup> DAY OF December, 1997, A.D., AND IS FILED IN PLAT BOOK 5453, AT PAGE 1209 OF THE RECORDS OF EL PASO COUNTY, COLORADO.

REGISTERED NO. 01650580

FEES: \$10.00

ARND W. SCHMITT, RECORDER

By: Kathy J. Spink



UNPLATTED

FEES:

PLAT: 13,000.00 200# 35568

SCHOOL: NA

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IF NO DEFECT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREIN. (C.R.S. 13-60-105).



COLORADO SPRINGS — COLORADO REC

01081626

1984 FEB 21 AM 9 32

BOOK 3836 PAGE 1341

IN THE DISTRICT COURT IN AND FOR THE COUNTY OF EL PASO

THE COUNTY OF EL PASO

AND STATE OF COLORADO

Civil Action No. 83 CV 2487

FILED IN DISTRICT COURT  
EL PASO COUNTY, COLORADO

FEB 6 1984

IN RE THE ORGANIZATION OF  
COLORADO CENTRE METROPOLITAN  
DISTRICT, COUNTY OF  
EL PASO, COLORADO

ss.

ORDER AND DECREE  
CREATING DISTRICT  
CLERK

This matter coming on to be heard in open Court, and it appearing that the election, held on the 31st day of January, 1984, at which there was submitted the matter of the organization of Colorado Centre Metropolitan District, County of El Paso, Colorado, and the election of Directors for such District, was duly held at the time and place and by the Judges of Election specified in the Order of Court entered on the 5th day of January, 1984;

AND IT FURTHER appearing that the required Notice of Election was duly published in compliance with the aforementioned Order, once a week for three consecutive weeks, by three publications in the Colorado Springs Sun, a newspaper of general circulation in the proposed district, the first publication being not less than eighteen (18) days before the election; that all of said ballots were cast at said election by electors of the District who were qualified to vote at general elections in this State and who either had been a resident of the proposed District for not less than thirty-two days, or who or whose spouse owns taxable real or personal property within the proposed District, whether said person resides within the proposed District or not. The following ballots were cast on the question of organization of the proposed District:

	VOTES CAST
<u>FOR</u> the Organization of Colorado Centre Metropolitan District	<u>3</u>
<u>AGAINST</u> the Organization of Colorado Centre Metropolitan District	<u>0</u>

That the following qualified persons were duly elected as directors of the District for the indicated terms:

as follows:

Beginning at the southeast corner of Section 9; thence N89 40'52"W, 2642.48 feet to the south  $\frac{1}{4}$  corner of Section 9; thence N01 01'27", 5252.52 feet to the north  $\frac{1}{4}$  corner of Section 9; thence N01 07'35"E, 2681.33 feet to the center of Section 4; thence S89 07'27"E, 1337.93 feet to the southwest corner of the east  $\frac{1}{4}$  of the northeast  $\frac{1}{4}$  of Section 4; thence N00 36'40"E, 2660.77 feet to the northwest corner of the east  $\frac{1}{4}$  of the northeast  $\frac{1}{4}$  of Section 4; thence S89 14'03"E, 1314.00 feet to the northeast corner of Section 4; thence S89 20'57"E along the north line of Section 3, 1299.47 feet to a point on the westerly line of a 60.00 foot right-of-way; thence S00 51'41"W along said westerly right-of-way line 3977.50 feet; thence S17 53'29"E along said westerly right-of-way line 32.76 feet to a point on the north line of the south  $\frac{1}{4}$  of the southwest  $\frac{1}{4}$  of Section 3; thence S89 49'06"E along said north line 3946.22 feet to the northeast corner of the south  $\frac{1}{4}$  of the southeast  $\frac{1}{4}$  of Section 3; thence S89 00'16"E, 2668.45 feet to the northeast corner of the south  $\frac{1}{4}$  of the southwest  $\frac{1}{4}$  of Section 2; thence S00 56'48"W, 1319.18 feet to the south  $\frac{1}{4}$  corner of Section 2; thence S01 11'21"W, 2642.30 feet to the center of Section 11; thence S89 07'30"E, 2666.14 feet to the east  $\frac{1}{4}$  corner of Section 11; thence S89 21'28"E, 1323.86 feet to the northeast corner of the west  $\frac{1}{4}$  of the southwest  $\frac{1}{4}$  of Section 12; thence S01 14'06"W, 2644.77 feet to the southeast corner of the west  $\frac{1}{4}$  of the southwest  $\frac{1}{4}$  of Section 12; thence S89 08'46"E, 1323.81 feet to the north  $\frac{1}{4}$  corner of Section 13; thence S00 59'08"W, 2634.57 feet to the center of Section 13; thence N89 12'49"W, 2654.59 feet to the west  $\frac{1}{4}$  corner of Section 13; thence N89 02'49"W, 5301.18 feet to the west  $\frac{1}{4}$  corner of Section 14; thence N89 17'37"W, 5267.86 feet to the west  $\frac{1}{4}$  corner of Section 15; thence N00 51'57"E, 2637.17 feet to the true point of beginning, said tract of land contains 2920.6037 acres, more or less.

The District shall be a governmental subdivision of the State of Colorado, and a body corporate with all the powers of a public or quasi-municipal corporation.

The Board of Directors shall take such steps and proceedings as the needs of the District require; and that within thirty (30) days after the date hereof, the Clerk of this Court shall transmit to the County Clerk and Recorder of the County of El Paso, Colorado, and to the County Assessor

<u>NAME</u>	<u>TERM</u>
<u>Gerald J. Bronfin</u>	Until the NEXT Regular Election.
<u>Paula A. Broe</u>	Until the NEXT Regular Election.
<u>Karan J. Bronfin</u>	Until the SECOND Regular Election.
<u>Leon M. Bronfin</u>	Until the SECOND Regular Election.
<u>Patrick D. Broe</u>	Until the SECOND Regular Election.

That all of the provisions of law, and more particularly all of the requirements of Title 32, Article 4, Colorado Revised Statutes, have been complied with, met and performed, in the organization of the District.

And the Court being fully advised in the premises, hereby ORDER AND DECREES That:

The District has been duly and regularly organized and shall be known as "Colorado Centre Metropolitan District", in the County of El Paso, Colorado.

The following electors are hereby designed as the first Board of Directors of the District:

<u>Gerald J. Bronfin,</u>	to serve until the next regular election;
<u>Paula A. Broe,</u>	to serve until the next regular election;
<u>Karan J. Bronfin,</u>	to serve until the second regular election;
<u>Leon M. Bronfin,</u>	to serve until the second regular election;
<u>Patrick D. Broe,</u>	to serve until the second regular election.

The District is located in the County of El Paso, Colorado, and is more particularly described as follows:

A tract of land situated in Sections 2,3,4,9,10,11,12,13, 14,15, all in T15S, R65W of the 6th P.M., County of El Paso, State of Colorado being more particularly described



of the County of El Paso, true and correct copies of this Order and Decree, for filing in their offices. Notice of the completion of the organization of the district shall be filed in duplicate and recorded with the County Clerk and Recorder of the County of El Paso, and a certified duplicate copy of said Notice filed with the Division of Local Government of the State of Colorado.

Done this 6th day of February, 1984.

BY THE COURT:

  
Judge

State of Colorado, County of El Paso ss.  
Certified to be a true and correct  
copy of the original in my custody.

FEB 9 1984  
E. MARIE GARDNER

By  Clerk of the District Court



ARDIS W. SCHMITT

El Paso County Clerk &amp; Recorder

AGREEMENT REGARDING GROUNDWATER

1510

This Agreement Regarding Groundwater, dated this 29th day of August, 1985, is by and between L-P Associates, a Colorado general partnership ("Landowner"), with offices at Suite 680, Century Bank Plaza, 3300 East First Avenue, Denver, Colorado 80206, and the Colorado Centre Metropolitan District, a Colorado quasi-municipal corporation (the "District"), with offices at Suite 680, Century Bank Plaza, 3300 East First Avenue, Denver, Colorado 80206.

RECITALS

A. Landowner is the owner of the real property described on Exhibit A attached hereto located in El Paso County, Colorado (the "Land").

B. The District is a quasi-municipal district formed, among other things, to provide a public water supply to land within its boundaries; the Land lies within the boundaries of the District.

C. Groundwater from the Dawson, Denver, Arapahoe, Laramie-Fox Hills and/or Dakota aquifers may underlie all or part of the Land.

D. CRS 37-90-137(8) provides that under some circumstances a municipal or quasi-municipal water supplier may by resolution or ordinance incorporate into its municipal service plan groundwater from the Dawson, Denver, Arapahoe, Laramie-Fox Hills or Dakota aquifers underlying land within its boundaries, and that upon adoption of such resolution or ordinance the consent of the overlying landowner may be deemed to have been given to the withdrawal of such groundwater by such water supplier unless, among other things, the Landowner has reserved such groundwater to himself.

E. Landowner has executed a Reservation of Groundwater Rights which expressly reserves such groundwater underlying the Land to itself and its successors and assigns and expressly objects to the withdrawal or use of any such groundwater by the District without Landowner's express written consent, or the express written consent of Landowner's successors or assigns.

F. The District and Landowner desire to confirm and agree that Landowner has reserved such groundwater, that Landowner expressly objects to the withdrawal or use of such groundwater by the District, and that the District will not withdraw or use such groundwater without the Landowner's express written consent.

AGREEMENT

Accordingly, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District agrees that Landowner has properly reserved to itself and Landowner's successors and assigns all groundwater from the Dawson, Denver, Arapahoe, Laramie-Fox Hills or Dakota aquifers underlying the Land and that accordingly, the District has no right to withdraw or use any such groundwater without the express written consent of Landowner or Landowner's successors or assigns. Nothing herein will impair any other existing rights of the District under the existing Purchase Agreement, Lease and Option dated June 13, 1984 between Landowner and the District.

Executed as of the date first set forth above.

Attest:

By

  
Secretary

Colorado Centre Metropolitan  
District, a Colorado quasi-  
municipal corporation

By

  
President

L-P Associates, a Colorado  
general partnership

By

  
A General Partner

STATE OF COLORADO     )  
                                   ) ss.  
 COUNTY OF Denver     )

The foregoing was subscribed and sworn to before me  
 this 29th day of August, 1985, by Leon M. Bronfin  
 as President of Colorado Centre Metropolitan District.

Witness my hand and official seal.

My commission expires:

(SEAL)

Vicki Wilcox  
 Notary Public

STATE OF COLORADO     )  
                                   ) ss.  
 COUNTY OF Denver     )

The foregoing was subscribed and sworn to before me  
 this 29th day of August, 1985, by Leon Bronfin  
 as a General Partner of L-P Associates.

Witness my hand and official seal.

My commission expires: 8/7/88

Vicki Wilcox  
 Notary Public



## EXHIBIT A

(Attached to and made a part of Agreement Regarding Groundwater, dated as of August 29, 1985 by L-P Associates, a Colorado general partnership)

A tract of land situated in Sections 2,3,4,9,10,11,12,13, 14,15, all in T15S, R65W of the 6th P.M., County of El Paso, State of Colorado being more particularly described as follows:

Beginning at the southeast corner of Section 9; thence N89°40'52"W, 2642.48 feet to the south  $\frac{1}{4}$  corner of Section 9; thence N01°01'27", 5252.52 feet to the north  $\frac{1}{4}$  corner of Section 9; thence N01°07'35"E, 2681.33 feet to the center of Section 4; thence S89°07'27"E, 1337.93 feet to the southwest corner of the east  $\frac{1}{2}$  of the northeast  $\frac{1}{4}$  of Section 4; thence N00°36'40"E, 2660.77 feet to the northwest corner of the east  $\frac{1}{2}$  of the northeast  $\frac{1}{4}$  of Section 4; thence S89°14'03"E, 1314.00 feet to the northeast corner of Section 4; thence S89°20'57"E along the north line of Section 3, 1299.47 feet to a point on the westerly line of 60.00 foot right-of-way; thence S00°51'41"W along said westerly right-of-way line 3977.50 feet; thence S17°53'29"E along said westerly right-of-way line 32.76 feet to a point on the north line of the south  $\frac{1}{2}$  of the southwest  $\frac{1}{4}$  of Section 3; thence S89°49'06"E along said north line 3946.22 feet to the northeast corner of the south  $\frac{1}{2}$  of the southeast  $\frac{1}{4}$  of Section 3; thence S89°00'16"E, 2668.45 feet to the northeast corner of the south  $\frac{1}{2}$  of the southwest  $\frac{1}{4}$  of Section 2; thence S00°56'48"W, 1319.18 feet to the south  $\frac{1}{4}$  corner of Section 2; thence S01°11'21"W, 2642.30 feet to the center of Section 11; thence S89°07'30"E, 2666.14 feet to the east  $\frac{1}{4}$  corner of Section 11; thence S89°21'28"E, 1323.86 feet to the northeast corner of the west  $\frac{1}{2}$  of the southwest  $\frac{1}{4}$  of Section 12; thence S01°14'16"W, 2644.77 feet to the southeast corner of the west  $\frac{1}{2}$  of the southwest  $\frac{1}{4}$  of Section 12; thence S89°08'46"E, 1323.81 feet to the north  $\frac{1}{4}$  corner of Section 13; thence S00°59'08"W, 2634.57 feet to the center of Section 13; thence N89°12'49"W, 2654.59 feet to the west  $\frac{1}{4}$  corner of Section 13; thence N89°02'49"W, 5301.18 feet to the west  $\frac{1}{4}$  corner of Section 14; thence N89°17'37"W, 5267.86 feet to the west  $\frac{1}{4}$  corner of Section 15; thence N00°51'57"E, 2637.17 feet to the true point of beginning, said tract of land contains 2920.6037 acres, more or less.

A tract of land located in the South  $\frac{1}{2}$  of Section 35, Township 14 South, Range 65 West of the 6th P.M., Sections 2 & 3, Township 15 South, Range 65 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows:

Beginning at the Northwest corner of said Section 2; Thence N89°59'02"E along the North line thereof, 1334.57 feet to the Southeast corner of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 35; Thence N00°51'27"E, 2641.09 feet to the Northeast corner of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 35; Thence N89°55'33"E, 1329.78 feet to the Centerline of said Section 35; Thence N89°55'33"E, 2659.44 feet to the East  $\frac{1}{4}$  Corner of said Section 35; Thence S00°32'50"W along the East line thereof, 2644.87 feet to the Corner common to said Sections 35, 36 & 2; Thence S89°58'55"W, 2668.94 feet to the  $\frac{1}{4}$  Corner common to said Sections 35 & 2; Thence S89°59'02"W along the North line of said Section 2, 738.00 feet; Thence S04°31'06"E, 176.10 feet; Thence S37°08'47"W, 1605.00 feet; Thence S06°24'47"W, 2540.00 feet to a point on the South line of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 2; Thence N89°46'13"W, 704.00 feet to the Southeast Corner of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 3;

Thence S89°24'57"W, 3821.74 feet to a point on the Easterly Right of Way of existing Marksheffel Road; Thence N00°05'44"E along said Easterly Right of Way, 4007.54 feet to a point on the Northerly line of said Section 3; Thence N89°53'06"E along said Northerly line, 517.16 feet; Thence S00°05'44"W and parallel with said Easterly Right of Way, 2143.97 feet; Thence N89°24'57"E, 1958.02 feet; Thence N00°00'00"E, 1837.18 feet; Thence N58°00'07"W, 386.30 feet; Thence N00°00'00"E, 85.18 feet to a point on the North line of said Section 3; Thence N89°53'55"E along the North line of said Section 3, 1682.85 feet to the Point of Beginning; and

The Southwest  $\frac{1}{4}$  of Section 15 and the East  $\frac{1}{2}$  of Section 16, Township 15 South, Range 65 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows: Beginning at the Southwest Corner of said Section 15; Thence N89°57'45"E along the South line thereof, 2632.27 feet to the South  $\frac{1}{4}$  Corner of said Section 15; Thence N00°08'01"E, 2635.63 feet to the Northeast Corner of the Southwest  $\frac{1}{4}$  thereof; Thence S89°56'20"W along the North line of said Southwest  $\frac{1}{4}$  2633.81 feet to the  $\frac{1}{4}$  Corner common to said Sections 15 and 16; Thence N00°06'00"E, 2637 feet to the Northeast Corner of said Section 16; Thence S89°33'11"W, 2642.48 feet to the North  $\frac{1}{4}$  Corner of said Section 16; Thence S00°07'43"W, 5261.23 feet to the South  $\frac{1}{4}$  Corner of Said Section 16; Thence N89°46'49"E, along the South line thereof, 2645.04 feet to the Point of Beginning.

ANNEXATION AGREEMENT

THIS AGREEMENT, "Agreement", made and entered into this 23rd day of September, A.D. 1988, by and among F & D ASSOCIATES, an Arizona general partnership; FRANK R. KREJCI, Individually; KVI COLORADO CORP., a Nebraska corporation; ARIES PROPERTIES INCORPORATED, a Colorado corporation; COLORADO SPRINGS LAND ASSOCIATES, a New York general partnership; THE SPRINGS COMPANY, an Arizona general partnership; SPRINGS CENTER LAND CORP., a Delaware corporation; H. PIKE OLIVER, Individually; JONATHAN ARIES, Individually; KATHRYN M. MOLLER, Individually; CHARLES J. FUHR, Individually; STEVEN A. DOUGLAS, Individually; A.C. ISRAEL ENTERPRISES, INC., a Delaware corporation; FEIT & AHRENS, a New York general partnership; FALCON TRUCKING COMPANY, a Michigan corporation; UNITED STATES OLYMPIC COMMITTEE, a non-profit corporation incorporated by an act of Congress; COLORADO CENTRE J.V., an Arizona general partnership; CS RANCH COMPANY, an Arizona general partnership; CCM DEVELOPMENT ASSOCIATES, an Arizona general partnership; all of whom hereinafter are collectively referred to as an "ANNEXOR", and the CITY OF COLORADO SPRINGS, a home rule city and a Colorado municipal corporation of the County of El Paso, State of Colorado, hereinafter referred to as "CITY". BANNING LEWIS RANCH PLANNING ASSOCIATION, INC., a Colorado non-profit corporation has an interest in the property covered by this Agreement and consents to its terms as provided herein; and CHEROKEE WATER AND SANITATION DISTRICT and COLORADO CENTRE METROPOLITAN DISTRICT, Colorado quasi-municipal corporations, join this Agreement as an ANNEXOR to the extent that either of them owns property in the area to be annexed. Colorado Centre Metropolitan District further consents to the provisions of Article XVIII below.

## W I T N E S S E T H:

WHEREAS, ANNEXOR is the owner of the property described in Exhibit "A", attached hereto and incorporated by reference herein and hereinafter the "Property", and

WHEREAS, ANNEXOR has filed petitions to annex approximately 24,311 acres to the CITY and this will constitute the single largest piece of property annexed to date to the CITY, and

WHEREAS, the proposed master plan for the Banning Lewis Ranch indicates a mixture of residential, commercial and industrial uses with approximately 76,000 residential units with an approximate population of 180,000 people at full development and approximately seventy-nine million square feet of commercial, office and industrial floor area at full development, and

WHEREAS, considerable study has been undertaken by the ANNEXOR and CITY to ensure fair and equitable annexation of the Property into the CITY, and

WHEREAS, the parties mutually agree and recognize that annexation is desirable for the development of the Property by ANNEXOR; and

WHEREAS, CITY has determined that it is a logical extension of and in the best interests of CITY to annex the Property and to provide municipal services and receive revenues from the development to occur on the Property; and

WHEREAS, it is the intent of the parties that the annexation and provision of public facilities and services to the Property not create additional cost or impose additional burdens on the existing residents and ratepayers of the CITY, as provided for by the terms of this Agreement; and

WHEREAS, annexation of the Property is in accord with Policy 2.1.1 of the Comprehensive Plan and the annexation will result in a community benefit.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, promises and agreements of each of the parties hereto, to be kept and performed by each of them,

IT IS AGREED:

I

INTRODUCTION

"ANNEXOR" as used in this Agreement shall mean and refer collectively to ANNEXOR, its successors, assigns and designees. "Code" shall mean and refer to the Code of the City of Colorado Springs 1980, as may be amended from time to time. "Southern Area" shall mean those lands currently within the Colorado Centre Metropolitan District being annexed. "Banning Lewis Ranch Planning Association" or similar entity or entities shall mean and refer to the association of landowners within the Property designated to enforce and administer the covenants, conditions and restrictions of record, including this Agreement, applicable to the Property. "Master Plan" shall mean and refer to the approved Banning-Lewis Ranch Master Plan, as may be amended from time-to-time in accord with the Code. Parcel number references in this agreement are references to the parcels shown on the Master Plan.

Although the Property is currently being used for agricultural purposes it is within the Potential Urban Growth and Planning Area of the CITY, and the growth of the Colorado Springs Metropolitan area makes it likely that the Property will experience development. Both the CITY and ANNEXOR are desirous of providing for the annexation of the Property into the CITY in order to ensure its orderly development.



## II

## PLANNING, ZONING, AND BUILDING

A. The parties recognize that it is the intent of ANNEXOR to develop the Property in a manner consistent with the Master Plan. Zoning of the Property shall be as ultimately approved by City Council and such zoning may include conditions that must be complied with before building permit issuance. Those portions of the Property in the Corral Bluffs Area and Jimmy Camp Creek Regional Park which contain significant historical, archaeological and paleontological features will be identified and preserved in accordance with the terms of the zoning established for these areas.

B. Vesting of property rights shall occur as such vesting may be provided for in the Code and pursuant to applicable Colorado law.

C. The CITY shall allow ANNEXOR to sell off parcels of real property without platting or subdividing provided that no building permits shall be granted before compliance with the CITY Subdivision Code. Because of the detail of the Master Plan and the exactness of the legal descriptions of the zoning of parcels on the Property, ANNEXOR assures CITY that selling off of parcels without platting will not interfere with public infrastructure development as shown on the Master Plan.

D. ANNEXOR has provided CITY with a list of all current uses and the location of such uses on the Property establishing legal non-conforming uses. This list shall be Exhibit "B" to this Agreement. Any existing leases or tenancies on Exhibit "B" may continue in accordance with their terms, and may be extended at ANNEXOR'S discretion.

E. Banning Lewis Ranch Planning Association shall share with CITY any plans it may complete or adopt in order to coordinate the effective provision of municipal and utility services.

F. Farming and ranching uses in the Code's agricultural zone district shall be permitted on unplatted lands of the Property, subject to all zoning restrictions established for the agricultural zone district, notwithstanding that such properties are zoned otherwise.

G. CITY and ANNEXOR acknowledge that on or before August 15, 1989, Western States Properties, Inc. may acquire certain property formerly owned by the Chicago Pacific Corporation and used as a railroad right-of-way with associated facilities such property being described in a deed recorded on October 11, 1985 in Book 5074 at Page 0069 of the records of the Clerk and Recorder of El Paso County, Colorado. In the event such acquisition is completed, CITY and ANNEXOR agree to reconsider the land use and zoning adjacent to said right-of-way and associated properties to make such adjustments in land uses as are reasonably required to accommodate any legal rights of Western States Properties, Inc. and to provide for appropriate land uses and zoning adjacent to the railroad right-of-way. Nothing in this Agreement shall be construed as the CITY granting to Western States Properties, Inc., the right to operate a railroad either on or off the Property.

### III

#### STREETS

A. GENERAL - ANNEXOR shall dedicate all rights-of-way owned by ANNEXOR for public streets and interchanges for the full width thereof as required by CITY's Major Traffic Thoroughfare Plan or the Master Plan in accordance with whichever shows the greater width. The specific location of any streets or interchanges are subject to reasonable relocation as development plans are finalized, and as determined by the Director of Public Works. Except with regard to the Banning-Lewis Parkway, ANNEXOR shall design and construct all

public streets, and at-grade intersections that are entirely within the boundaries of the Property to CITY standards without cost to the CITY as such are contained in the Subdivision Design Manual as it now exists or is hereafter amended or the Master Plan, whichever standards are higher. Except for Marksheffel Road, public streets and at grade intersections one half of which are on the Property shall be fully constructed by ANNEXOR and ANNEXOR will be allowed cost recovery from adjacent developers in accord with CITY Subdivision Code. There shall be no partial reimbursement to ANNEXOR for arterial streets or arterial bridges within the Property as may otherwise be provided for in the City Code. Dedication of streets shall occur at the time of subdivision platting; however, the ANNEXOR agrees to dedicate rights-of-way owned by ANNEXOR at an earlier time when determined by CITY to be required for commencement of construction of such streets or for extension of utilities. Location of major streets on and off the Property shall be in accord with the Master Plan and the CITY'S Major Traffic Thoroughfare Plan as it now or in the future exists. Dedication shall be by plat, provided that ANNEXOR only shall be required to plat the boundary of any proposed street or interchange through unplatted land and ANNEXOR shall be responsible for all fees to the extent that the payment of such fees are the responsibility of ANNEXOR under the Code at the time such payments are to be made. ANNEXOR agrees to pay the CITY'S lawful share of any grade separations to accommodate any warranted railroad crossings on the Property.

B. BANNING LEWIS PARKWAY -

1. Generally. ANNEXOR shall dedicate the ultimate Banning-Lewis Parkway (B-L Pkwy) right-of-way and, over time, construct a four lane roadway with at-grade intersections (except at U.S. Highway 24), adequate associated turn lanes, and shall have grading and bridge abutment responsibilities as

specifically delineated below. Construction of the B-L Pkwy may be phased in accordance with the 25% absorption transportation analysis as updated and/or further refined from time-to-time.

2. Right-of-Way. ANNEXOR shall dedicate the right-of-way owned by ANNEXOR for the B-L Pkwy (typically three hundred feet in width), together with the right-of-way for associated interchanges and on and off ramps for the full width thereof as required by the ultimate design of the parkway, as set forth in the Conceptual Design Report for the B-L Pkwy (1988) prepared by Wilson & Company Engineers, (the "Design Report"), which is subject to the approval of the Director of Public Works.

3. Grade Separated Interchange. ANNEXOR shall construct an initial grade separated interchange at the intersection of U.S. Highway 24 and the B-L Pkwy in accordance with specifications to be approved by the Director of Public Works, using the Design Report for design guidance. ANNEXOR shall not be required to construct other grade separations or on and off ramps, nor shall ANNEXOR be responsible for expansion of the initial grade separated interchange.

4. Bridge Abutments. ANNEXOR shall be responsible for constructing bridge abutments at the creek banks to handle the ultimate bridge width when constructing initial bridges on the B-L Pkwy, generally as shown on Exhibit "C" attached hereto. It is anticipated that there will be dual bridges, and that each bridge will be designed to handle an initial two through lanes, anticipating ultimate construction of an eight lane roadway. Bridge piers, if any, and superstructure of the initial construction shall be designed and constructed to accommodate the final loads of the ultimate eight lanes.

Bridges shall be designed in accordance with the Colorado Department of Highways criteria. ANNEXOR shall design bridges for ease of expansion to the ultimate width.

5. Initial Grading and Construction between U.S. Highway 24 and State Highway 94. ANNEXOR shall grade the B-L Pkwy to accommodate a full eight lane facility between U.S. Highway 24 and State Highway 94 generally as shown on Exhibit "D". On this portion of the B-L Pkwy, ANNEXOR will construct four initial through lanes with adequate associated turn lanes, also as shown on Exhibit "D".

6. Grading and Construction Elsewhere. Except for that portion of B-L Pkwy located between U.S. Highway 24 and State Highway 94, ANNEXOR shall grade and initially construct two initial through lanes with adequate associated turn lanes generally as shown on Exhibit "E". ANNEXOR shall grade and construct two additional through lanes and associated turn lanes generally as shown on Exhibit "F" (typical B-L Pkwy cross-sections) when traffic volumes warrant, as determined by the Director of Public Works based on an analysis conducted in accord with the ITE Traffic and Transportation Engineering Manual (herein "ITE Manual"), or earlier at ANNEXOR'S discretion.

7. Drainage Structures. ANNEXOR shall construct the drainage structures for the ultimate width of the B-L Pkwy (eight lanes) between U.S. Highway 24 and State Highway 94, generally as shown on Exhibit "D" and shall construct such drainage structures for four lanes elsewhere, generally as shown on Exhibit "F".

8. Center Median. There will be no curbing of the center median on the B-L Pkwy. ANNEXOR shall be responsible for landscaping the median and maintaining such landscaping in accordance with landscaping standards in the Design Report.

9. Off-Site Construction of B-L Pkwy. CITY agrees that upon annexation of any unannexed property that abuts, adjoins or is in the vicinity of the Property and for which a study conducted in accord with the ITE Manual shows a direct traffic impact on the proposed B-L Pkwy, it will obligate the owners to dedicate, improve or enter into repayment agreements for their equitable proportion of benefit received from B-L Pkwy. This Agreement does not cover any lands owned by ANNEXOR off of the Property relative to construction of the B-L Pkwy, such interests to be governed by separate agreement. However, the Property's share of off-site traffic impacts on the B-L Pkwy are included in the Off-Site Roadway Improvement Fee considered below.

C. MARKSHEFFEL ROAD - Where the Property is adjacent to Marksheffel Road ANNEXOR shall dedicate all right-of-way for Marksheffel Road and associated at-grade intersections within the width of Marksheffel Road right-of-way as set forth in the Master Plan or as later determined by the Director of Public Works. The cost of improving Marksheffel Road to a four-lane street shall be borne as follows: First, ANNEXOR shall bear the full cost of improving the street where both sides of the right-of-way are located within the Property, without any partial reimbursement for arterial streets or arterial bridges as may otherwise be allowed by the Code. Second, where the Property abuts Marksheffel Road on its eastern right-of-way boundary, ANNEXOR shall bear the cost, as provided in the Code, of improving the street to a full four-lane width and shall be eligible for partial reimbursement for arterial streets or arterial bridges. Where Marksheffel Road abuts CITY'S gas propane plant property, ANNEXOR shall be responsible for the full cost of improving such to a four lane width without any recovery or reimbursement. ANNEXOR shall be entitled to recover a portion of its cost for full width construction in accordance with the CITY's standard recovery agreements subject to any prior

agreements between the CITY and other adjacent property owners (METEX). Third, ANNEXOR shall be required to contribute Off-Site Roadway Improvement fees as set forth in Article III(E) below, for the Property's impact on those segments of Marksheffel Road between Woodmen Road on the north and U.S. Highway 24 on the south which are not located adjacent to or within the Property. The necessity and timing of the improvements to Marksheffel Road and associated at-grade intersections shall be constructed in phases as determined by the Director of Public Works based upon a study conducted in accord with the ITE Manual (up to four (4) lanes) as required to accommodate traffic generated by the first twenty-five (25%) percent development of the Property. Once Marksheffel Road has been improved in accordance with this Agreement, ANNEXOR shall not be required to contribute to any further improvements of Marksheffel Road.

D. BARNES ROAD - ANNEXOR agrees to construct Barnes Road to a four-lane width between the existing eastern terminus of Barnes east to Marksheffel Road and shall be eligible for partial reimbursement for arterial streets or bridges as provided for in the Code. ANNEXOR agrees to transition Barnes from its six lane width at its eastern terminus to four lanes in accordance with a design approved by Director of Public Works. ANNEXOR shall be entitled to recover a portion of its cost for the construction of Barnes Road in accordance with the CITY's standard recovery agreement. The CITY agrees to use its powers of condemnation for such Barnes Road right-of-way after ANNEXOR has made all reasonable negotiations with other property owners to obtain land for Barnes extended to the Property. ANNEXOR, subject to recovery from private parties, is responsible for all Barnes Road right-of-way costs.

E. OFF-SITE ROADWAY IMPROVEMENT FEE -

1. Generally. The 25% absorption transportation analysis of the Property and the region reflects that additional transportation facilities are needed off of the Property to serve development on the Property and elsewhere. Such transportation facilities and the cost thereof shall consist of the improvements shown on Exhibit "G", attached hereto and incorporated herein by reference. The necessity and timing of the designated improvements shall be as determined by the Director of Public Works based on an analysis conducted in accord with the ITE Manual. ANNEXOR agrees that an Off-Site Roadway Improvement Fee may be assessed by CITY to recover the Property's pro rata share of the improvement and extension of these designated off-site roadways. If the total cost of a designated improvement is greater than shown on Exhibit "G", ANNEXOR'S direct contributions and the fee revenues allocated for the improvement will not be adjusted. CITY agrees that it will require future developments to bear their pro rata share of such improvements based on the analysis above.

2. Computation of Fee. The Off-site Roadway Improvement Fee has been computed by CITY using the estimated cost of improvements and the pro rata share of such improvements allocable to the Property based on the 25% absorption transportation analysis. The Off-site Roadway Improvement Fee also includes a portion of the improvements to Marksheffel Road described in Article III(C) above, as set forth in Exhibit "G". The fee has taken into account the committed and known obligations of third parties to dedicate rights-of-way or construct street improvements pursuant to any existing annexation agreements or the Code, and has taken into account anticipated obligations of third parties or other governmental entities to dedicate rights-of-way and construct street improvements in connection with future



development within the CITY, and has taken into account arterial road or bridge reimbursements that are anticipated pursuant to the Code.

3. Assessment of Fee. The Off-Site Roadway Improvement Fee will be assessed on a one-time basis at the rate of \$.39 for each square foot of floor area as defined in the Code for buildings on the Property, but not to include parking garages associated with commercial, office or industrial buildings. The Off-Site Roadway Improvement Fee shall apply to all structures or new construction for which a building permit is issued, except for governmental, utility, municipal or quasi-municipal structures, and shall be due and payable when the building permit issues. The Off-Site Roadway Improvement Fee shall not exceed \$.39 per square foot of floor area, and will remain in effect until the Property's share of the designated improvements as described in Exhibit "G" has been financed and/or recovered, notwithstanding that such recovery may require extension of the fee beyond 25% development absorption. All Off-Site roadway improvement fees collected by the CITY shall be deposited in a separate account established by the CITY to be known as the "Banning-Lewis Ranch Off-Site Roadway Improvement Account" and shall only be expended for construction of the improvements described in Exhibit "G".

F. DIRECT CASH ADVANCES FOR OFF-SITE ROADWAY IMPROVEMENTS -

1. Generally. In the event that development on the Property necessitates a designated off-site improvement before revenues are available either from the Off-Site Roadway Improvement Fee, or from contributions by other landowners in accordance with the Code, ANNEXOR will make direct cash advances against future revenues of the difference between the estimated total cost and available revenues as provided herein.

2. Limited Construction. To the extent that ANNEXOR is required to make direct cash advances for a designated off-site roadway improvement due to a

lack of fee revenues or revenues from other developments, these improvements will be phased and shall be limited to essential roadway and related drainage facilities necessary to meet traffic flows attributable to the Property. The landscaping, sidewalks, and other improvements shall not be ANNEXOR'S responsibility.

3. Limited Obligation. ANNEXOR'S obligation to make direct cash advances for any of the designated off-site roadway improvements shall be limited to \$40.7 million, representing the total anticipated contributions from other properties as described in Exhibit "G". ANNEXOR shall not have the obligation to make cash advances for revenues that are anticipated from the State, El Paso County, the United States Government, or for construction costs that are the responsibility of the CITY pursuant to Exhibit "G".

4. Recovery of Direct Advances. If ANNEXOR is required to make direct advances for any of the designated off-site roadway improvements due to the lack of anticipated revenues from the Off-Site Roadway Improvement Fee or from other developments, ANNEXOR shall be entitled to recover such direct advances from other owners through recovery agreements established pursuant to the Code, or from Off-Site Roadway Improvement Fee revenues above the amounts needed to complete any remaining improvements shown in Exhibit "G". CITY shall cooperate in the establishment and administration of any such recovery agreements.

5. Delegation of Obligations. ANNEXOR may delegate any obligation for direct contributions of off-site roadway improvements to special districts or similar entities formed on the Property, subject to any limitations set forth in Article XVII of this Agreement, which districts shall have the right to issue bonds to satisfy any such obligation. Accordingly, any such district will be entitled to recovery from adjoining landowners and from fee revenues to the same extent as ANNEXOR would be allowed recovery. CITY will cooperate to

allow such districts to collect or recover fee revenues, and recover payments from adjoining landowners, and to pledge such future revenues as security for repayment of debt incurred in making such off-site roadway improvements.

6. Street Improvements. Once ANNEXOR has fulfilled its street dedication and improvement obligations described above, CITY shall not withhold development approval as to that portion of the Property served by the street dedication and improvements because of traffic constraints or the need for additional roadway improvements.

G. TRAFFIC CONTROL DEVICES AND STREET LIGHTS - ANNEXOR shall pay for installation of traffic and street signs and traffic control devices, permanent barriers, and street lights, together with all associated conduit for all streets within or contiguous to the Property as determined necessary by the Director of Public Works in accordance with uniformly applied criteria. Street lights will be required on minor streets only after homes have been completed along at least fifty (50%) percent of the street frontage as determined by the Director of Public Works. Street lights will be required on collector and larger streets or at intersections for public safety as determined necessary by the Director of Public Works. Traffic signals will be required at a specific intersection, only after the intersection meets at least one of the warrants as outlined in the manual on Uniform Traffic Control Devices in use at the time or other nationally accepted standards and only if the CITY is utilizing those standards for installation of traffic signals throughout the CITY. Once the intersection meets the criteria, CITY will notify ANNEXOR in writing and ANNEXOR will install the traffic signal within one hundred twenty (120) days. ANNEXOR will be responsible for all components of the signal, except the CITY will supply the controller equipment and cabinet to be reimbursed by ANNEXOR.

H. EXISTING STREETS - ANNEXOR shall be responsible for the maintenance of all roadways on and through the Property in accordance with Public Works standard maintenance categories through December 31, 1992, or as may be extended by the parties, as set forth in Exhibit "H", the Contract for Street Maintenance. The computation of ANNEXOR'S resurfacing obligation during the contracting period shall be solely on the existing streets as listed in Exhibit "H". City Administration will cooperate with ANNEXOR'S request to vacate Tamlin Road.

#### IV

#### STORM DRAINAGE

A. ANNEXOR shall at its sole expense be responsible for preparation and submittal of a drainage basin planning study for the Jimmy Camp Creek Drainage Basin. This drainage basin planning study must be approved by the City Council prior to any platting. It is understood this drainage basin planning study may be amended and ANNEXOR will comply with such amendments.

B. ANNEXOR shall prepare and submit a restudy of the Sand Creek Drainage Basin, which restudy is subject to approval by the Director of Public Works. When submitted and approved, the restudy shall govern ANNEXOR'S development within the Sand Creek Basin. ANNEXOR shall dedicate rights-of-way owned by ANNEXOR and shall design and construct storm drainage facilities within the Property in conformance with the regulations and ordinances of the CITY. ANNEXOR shall participate in the CITY Drainage Basin Program for the portion of the Property in the Sand Creek Drainage Basin, including payment of the per acre drainage basin fees for the basin-wide facilities established by the CITY'S Master Drainage Plan and ordinance for Sand Creek as updated by

ANNEXOR'S study and shall be responsible for conveying drainage flows from the Property to safe outflow points as determined by the City Engineer.

ANNEXOR may establish an overall flood control district to include the Property within either or both the Sand Creek Drainage Basin and Jimmy Camp Creek Drainage Basin, or any other basins within the Property, provided that such district will not adversely affect other property located within the basins. In accord with the drainage ordinances of the CITY, if ANNEXOR desires to complete the development of any portion of the Property prior to completion of the storm drainage improvements to major drainageways, ANNEXOR may make those improvements at its expense. CITY may at its option, agree to reimburse ANNEXOR at a future date from the Sand Creek Drainage Basin Fund for ANNEXOR'S cost for construction of said improvements. The manner in which CITY may repay such costs from the Sand Creek Drainage Basin Fund shall be agreed upon at the time such costs are to be incurred by ANNEXOR. If CITY does not elect to reimburse ANNEXOR for such improvements, ANNEXOR shall be entitled to a credit on a per-acre basis against the per-acre drainage basin fees for basin-wide facilities.

C. As to the Jimmy Camp Creek Drainage Basin ANNEXOR or a designated district shall dedicate rights-of-way owned by ANNEXOR and shall design, construct and maintain storm drainage facilities within the Property in conformance with the Jimmy Camp Creek Drainage Basin Study submitted by ANNEXOR and approved by CITY and final subdivision plats as approved by the CITY. ANNEXOR agrees to comply with the rules and regulations as adopted for the Jimmy Camp Creek Drainage Basin, including conveyance of surface water runoff to safe outflow points as determined by the City Engineer. CITY will not impose any drainage basin fees for portions of the Property located within the Jimmy Camp Creek Drainage Basin without the consent of ANNEXOR; provided

however, that upon request of ANNEXOR, CITY may impose a storm drainage utility fee and remit said fee to ANNEXOR'S designated District pursuant to an intergovernmental agreement between such District and CITY.

D. ANNEXOR shall be responsible for design and construction of all under drain systems for control of groundwater. All proposed systems shall be submitted to the Wastewater Division and the City Engineer for review and approval prior to construction. Groundwater drainage systems are not eligible for reimbursement from any drainage basin funds.

E. ANNEXOR shall be responsible for maintenance of all drainage facilities for five (5) years from the date of this Agreement. CITY shall not be responsible for maintenance of drainage facilities in the Jimmy Camp Creek basin during the term of the Agreement; provided however that the CITY Park and Recreation Department may, at its discretion, assume responsibility for maintenance of natural greenways or ponds.

#### V

#### AIRPORT

A. ANNEXOR agrees to provide an avigation easement to apply to all the Property which lies under the Part 77 approach surfaces as defined by the Federal Aviation Administration prior to platting any property impacted by aircraft traffic as determined by the Director of Aviation. CITY and ANNEXOR have agreed upon the form and content of the avigation easement and such is attached hereto as Exhibit "I", which will supersede any prior avigation easements on the Property.

B. ANNEXOR acknowledges that CITY is currently in the process of planning a new terminal for the Airport, the location of which is depicted on the CITY'S Airport Master Plan. If the new terminal is constructed the CITY will

construct a street from the new terminal directly south to existing Drennan Road. CITY also plans to construct a new runway for the Airport, as depicted on the CITY'S Airport Master Plan, that will necessitate the closure of existing Drennan Road from the intersection of the new terminal road east to Marksheffel Road. When this portion of Drennan Road is closed to accommodate the new runway, the CITY will extend the access street to the new terminal directly south to the southern edge of the Airport property if the new terminal is constructed. This entrance street, initially extending to existing Drennan Road and ultimately extending to the southern edge of the Airport property, will have a minimum width of two lanes, and shall have the capability of being expanded. The cost of constructing and maintaining this entrance street shall be borne by the Colorado Springs Municipal Airport Enterprise Fund.

C. The parties hereby understand and agree that no use of the Operational Areas of the Airport, as defined in Section 19-4-201 of the Code of the City of Colorado Springs 1980, as amended, directly from the Property to such Operational Areas (commonly known as "through the fence operations"), is granted by virtue of this Agreement, nor should any inference be drawn that such use will be granted in the future. The CITY will consider such requests for access and use by the ANNEXOR, or any other party, at any time on a case-by-case basis and the decision on such a request shall be within sole discretion of the City Council and subject to the requirements of the Federal Aviation Administration.

## VI

### PUBLIC LAND DEDICATION GENERALLY

ANNEXOR agrees to dedicate land owned by ANNEXOR for municipal and utility purposes as required by this Agreement or the Code at the time such lands are

needed for the intended public purpose. ANNEXOR agrees that all land dedicated or deeded to CITY for municipal or utility purposes including park and school sites shall be free and clear of liens and encumbrances that may adversely affect CITY'S use of the land. ANNEXOR shall, at its cost, extend all site and public improvements to the boundary of any property dedicated to the CITY including but not limited to, water, wastewater, gas, electric, and shall construct adjacent to the boundary of dedicated public property, curb, gutter, and streets where required. ANNEXOR shall not be responsible for site or public improvements, except as provided herein, within the boundaries of any such dedicated public property. Except as provided within this Agreement, ANNEXOR agrees to plat and, at the time of platting to pay all fees, including drainage, associated with development of the lands dedicated or deeded to CITY, but only to the extent that such platting and payments for publicly dedicated land are the responsibility of ANNEXOR under the Code at the time such payments are to be made.

## VII

### PARKS, SCHOOLS AND TRANSIT

A. ANNEXOR agrees to dedicate land for school and park purposes or pay cash in lieu thereof at the time of platting in accord with the CITY Subdivision Code. The land to be dedicated is generally shown on the Master Plan, and the exact location will be identified when the adjoining lands are platted. School and park sites shall be dedicated when such sites are ready to be used for construction of school or park facilities.

B. Jimmy Camp Creek Regional Park - Because of the size of ANNEXOR'S annexation and development ANNEXOR voluntarily agrees to give to CITY the approximately 693 gross acre site known as the Jimmy Camp Creek Regional Park



within five (5) years of the date of this Agreement, or upon final approval by the City Council of the Park Master Plan, whichever is sooner. CITY agrees that it will prepare a Park Master Plan within five years of annexation, which Park Master Plan shall be subject to ANNEXOR'S approval. CITY acknowledges that this donation is not required by City Code. CITY further acknowledges that planned uses in the park shall be primarily of a passive nature so as not to disturb natural site features unless otherwise provided for in the approved Park Master Plan. CITY shall be allowed to construct underground utility facilities through the park. ANNEXOR shall not be responsible for compliance with Article VI of this Agreement as to fees for the Jimmy Camp Creek Regional Park. The Jimmy Camp Creek Regional Park, because it shall be primarily of a passive nature, shall not be used in computation of any drainage fee as provided for in Article IV of this Agreement.

C. ANNEXOR agrees to provide by deed or easement sufficient right-of-way, to the extent owned by ANNEXOR, not to exceed thirty feet (30') in width for a multi-use trail in the Jimmy Camp Creek Drainage Basin and for the Rock Island loop as shown in the Master Plan.

D. ANNEXOR shall provide without cost to the CITY the land shown on the Master Plan as Parcel No. 267.08 for a park and ride site. ANNEXOR will participate in the provision of transit services as applied throughout the CITY.

#### VIII

##### ENVIRONMENTAL

A. ANNEXOR agrees to dedicate to CITY land for two (2) air quality monitoring stations at sites of sufficient size, not to each exceed .25 acres,

as may be mutually agreed upon between the Director of Utilities and ANNEXOR with dedicated access roads.

B. As a condition of obtaining development plan approval or building permits for land adjacent to major roadways noise impact assessments may be required to be submitted by ANNEXOR to Support Services Department in accord with zoning conditions applicable to the Property or as uniformly required by the Code. If the noise impact assessment determines a need for noise attenuation, ANNEXOR shall be responsible for providing noise attenuation features, subject to approval of Director of Support Services, as may be required by the zoning of the Property or the Code.

## IX

### SUPPORT SERVICES, FIRE, POLICE, AND CATV

A. CITY radio communication to ANNEXOR'S Property requires the construction of an eastern radio repeater station for police, fire, utilities and other communication networks related to the provision of essential CITY services. ANNEXOR shall provide the CITY with a sum of money not to exceed \$210,000.00 within ninety (90) days after demand by the CITY to be appropriated by the CITY for the purpose of acquiring property, equipping, and constructing the CITY'S eastern radio repeater station. The CITY shall not allow any commercial users to use the repeater station site. Because the site is on other than ANNEXOR'S Property, the CITY agrees to recover from other unannexed property owners who benefit from the service area of this repeater station upon annexation of those properties a pro rata cost of the repeater station assigned to those annexing properties on an acre for acre basis at time of annexation and remit such to ANNEXOR. The site dedication and construction shall be as determined by the Director of Support Services.

B. ANNEXOR agrees to dedicate the land shown generally on the Master Plan as Parcel Nos. 290.02 (a 22 acre site), and 329.01/329.04 (one site consisting of 26 acres which will include an electric service site) for satellite municipal service centers.

C. FIRE -

1. ANNEXOR agrees to provide the sites as shown on the Master Plan as Parcel Nos. 293.09, 307.04, 342.09, 331.11, and 270.14 for five (5) stations and such other uses as determined by the CITY. A dormitory at the fire station located on Parcel No. 342.09 (Southern Area) will be constructed and equipped and will be turned over as built and equipped to the CITY on January 2, 1992 or at such other date as may be mutually agreed upon. In addition a second fire station shall be constructed and equipped in 1992 or at such other date as is mutually agreed upon on Parcel No. 307.04. A third fire station is to be constructed and equipped in the year 2002 or at such other date as is mutually agreed upon. The location of the third fire station will be Parcel No. 293.09. All construction and equipment requirements shall meet Fire Department specifications and standards. Financing of construction and equipping of the fire stations shall be as set out in Article XI.

2. Based on projections of growth and geographic dispersion the first three (3) fire stations should be adequate to serve the Property until 2010 or beyond. If, however, the development of the area exceeds current projections, the additional (2) fire stations may need to be on-line sooner. The Fire Department's planning threshold for bringing stations on-line is 200 alarms per year (calls for service) in the area to be served from a fire station location. Financing and construction of such additional fire stations shall be as set out in Article XI.

3. Colorado Centre Metropolitan District shall provide or contract with Security Fire Department, or other established Fire Authority, for staffing of the fire station in the Southern Area through January 2, 1992.

D. POLICE -

1. The following sites shall be dedicated for police substations: Parcel Nos. 274.03/274.06 (one site), 310.10, 347.08 and 342.09 (an 8 acre site that may also contain a fire station).

2. Police Service. For police service through the year 1992, the El Paso County Sheriff's Department shall provide patrol services, and the Colorado Springs Police Department shall provide investigative and reporting services as shall be established by an intergovernmental agreement between El Paso County and the CITY attached as Exhibit "J". ANNEXOR shall bear the full cost of the services provided by the El Paso County Sheriff's Department, and shall remit quarterly payments for such services to the CITY by the fifteenth day of the month preceding the start of the new quarter. CITY will provide investigative service for crimes and traffic accidents, and the full time equivalent (FTE) cost thereof will be included in the annual fiscal impact analysis set forth in Article XI below. After 1992, CITY will assume responsibility for providing police services necessary to serve the Property and the cost of police services to be provided exclusively on the Property will be included in the fiscal impact analysis described in Article XI below.

E. CATV - Except to the extent required by the Code, or by state or federal law, or as may be required for the provision of essential CITY support services, such as police, fire, and utility services, the CITY shall not directly or indirectly engage in the construction, installation, operation, or maintenance of communication facilities on the Property. ANNEXOR acknowledges that before operating a cable television system for which a franchise is

required as set forth in Article XII of the City Charter and as set forth in *Community Telecommunications, Inc. v. The Heather Corporation*, 677 P.2d 330 (Colo. 1984), ANNEXOR will apply for and obtain such a franchise from the CITY, unless an agreement with any CITY franchisee or licensee is obtained.

Without limiting the foregoing, ANNEXOR shall have a non-exclusive right to use public rights-of-way and easements dedicated for compatible use in accordance with 47 U.S.C. 541 and utility easements within the Property boundary for ANNEXOR'S telecommunication facilities and shall retain private ownership of any such facilities on or under publicly dedicated land. Unless prohibited by law, ANNEXOR may adopt protective covenants that restrict the use of communications facilities on the Property provided that no restrictive covenant shall prohibit or limit the use of public rights-of-way, easements dedicated for compatible uses in accordance with 47 U.S.C. 541, or utility easements by a utility, cable television operator or provider of communications facilities or provider of communications services on public property. Use of public rights-of-way and easements conveyed to CITY shall be subject to all applicable CITY ordinances or regulations. ANNEXOR contemplates applying for zoning of certain "teleport" sites or other major telecommunication facilities on the Property, and CITY agrees to cooperate in the establishment of such zoning.

As used above, "communications facilities" include without limitation, all wires, lines, switches, transmitters, receivers, antennae, satellite reception and transmission equipment, hardware, electronics and all other equipment and facilities used in the provision of communications services as defined in the next sentence. As used above, "communications services" means and includes all services involving the conducting, transmission or transfer of information in any form (for example, without limitation, video, voice and

computer and other data) by electrical, electronic, or optical means between separate points; and "communications services" include, without limitation: telephone (including long distance telephone), television, radio, cable television, cable radio, cellular radio and telephone, fiber optic transmission, microwave transmission, data transmission, electrical or electronic security, videotext, satellite teleports and computer networking.

## X

## STREET DIVISION

ANNEXOR will dedicate Parcel Nos. 271.12, 338.12, and 338.08 for the dumping/disposal of CITY street sweeping waste as well as other CITY collected non-putrescible rubble and trash. Disposal shall be in accordance with CITY Environmental Service Division procedures. The use of such sites shall be primarily for non-putrescible rubble and trash generated on the Property. ANNEXOR shall not have any continuing obligation to make additional sites available to CITY when these sites are no longer usable. CITY shall not permit the dumping of any toxic or hazardous materials on such sites, and shall maintain and properly screen the sites to minimize adverse visual impacts and noxious odors. CITY agrees that such sites shall be properly reclaimed as determined by the CITY's Environmental Services Division. These sites when reclaimed will be offered to ANNEXOR at no cost to ANNEXOR. ANNEXOR, with CITY'S consent, shall have discretion to purchase similar sites within three (3) miles of the Property, dedicate and obtain permits for such disposal sites to CITY for purposes of this Article in lieu of the dedication requirement for on-site disposal locations.

## XI

## DEVELOPMENT SEQUENCING AND EXTENSION OF URBAN SERVICES

A. Development will be planned and conducted in an orderly fashion and may occur anywhere on the Property provided that essential municipal facilities are in place and essential municipal services are available in accordance with the terms of this Agreement or the Code.

B. Although the Property is contiguous to the present eastern boundary of the City of Colorado Springs, ANNEXOR acknowledges that the Property is located beyond the area of existing CITY services. In order to offset any cost of extending CITY services to the Property in excess of CITY revenues attributable to the Property, including police, fire, recreation, public works, support services, and other general CITY services (and on-site capital costs related thereto), ANNEXOR agrees to the following: first, ANNEXOR agrees to make certain capital improvements as provided in Article XI(C); second, an Urban Service Extension Fee as provided in Article XI(D), is hereby established to help offset such costs; and third, ANNEXOR agrees to make cash payments to offset any remaining deficits as provided in Article XI(F).

C. ANNEXOR agrees to construct all necessary capital improvements to the breakeven year as defined in Article XI(D) without any subsequent recovery of the cost thereof, and in some cases equip such capital improvements as provided for in Article XI(H). After the breakeven year as defined below, but prior to the termination of ANNEXOR'S obligation to make annual payments as provided in Article XI(F), ANNEXOR shall construct necessary capital improvements to reduce or eliminate the estimated annual deficit, which such costs shall be subject to recovery from future fee revenues as provided in Article XI(F). The appropriate CITY Department Head will determine the timing and sizing of such capital improvements. ANNEXOR may delegate its obligation to finance such capital improvements to properly authorized special districts.

D. The Urban Service Extension Fee shall be \$.11 for each square foot of floor area as defined in the Code for buildings on the Property, but not to include parking garages associated with commercial, office, or industrial buildings. The Urban Service Extension Fee shall apply to all structures or new construction for which a building permit is issued, except for governmental, utility, municipal or quasi-municipal structures, and shall be due and payable when the building permit issues.

For the purpose of this Article, the "breakeven year" will refer to the year that the General Fund revenues to be generated by development of the Property after December 31, 1992 will be equal to or exceed the cost of providing services to the Property in accordance with Articles XI(E) and XI(F). The Urban Service Extension Fee will continue until ANNEXOR'S obligation to make annual payments terminates and ANNEXOR has recovered all such payments, as provided in Article XI(F).

All Urban Service Extension fees collected by CITY shall be deposited in a separate account entitled "Banning Lewis Ranch Urban Service Extension Fee" and shall be transferred to the CITY General Fund to offset excessive costs only to the extent that the fiscal analysis described below identifies CITY General Fund expenditures in excess of General Fund revenues until ANNEXOR'S obligation to make annual payments as provided in Article XI(F) terminates. After ANNEXOR'S obligation to make annual payments terminates, all Urban Service Extension Fee revenues shall be transferred to ANNEXOR until such time as ANNEXOR has recovered all cash payments made as provided in Article XI(F) below. In the event that there are Urban Service Extension Fees in the account after ANNEXOR has recovered any annual cash payments made, such remaining fee revenues shall be transferred to the CITY General Fund.



E. Prior to the beginning of each year a fiscal analysis estimating CITY General Fund and fee revenues and expenditures attributable to the Property will be conducted by the CITY. ANNEXOR will have the opportunity to review and comment on the municipal service levels, revenue estimates, development absorption assumptions, etc. used by the CITY in the analysis. The analysis will include a retrospective analysis of revenues and expenditures for the previous year as well as a prospective analysis of the upcoming fiscal year. If ANNEXOR disagrees with the results of the fiscal analysis, it can request that an independent audit and review of the analysis be conducted. Such an audit will be conducted by a firm mutually acceptable to CITY and ANNEXOR and will be paid for from funds available in the Urban Service Extension Fee Account or by ANNEXOR if there are insufficient funds in the Urban Service Extension Fee account. Such a request for an independent audit must be addressed to the City Manager within 20 working days of ANNEXOR'S receipt of the analysis. The findings of the independent auditor will be subject to City Council review and approval.

F. If the combination of capital improvements to be made by the ANNEXOR, any funds available in the Urban Service Extension Fee account, and General Fund revenue attributable to the Property do not equal or exceed the CITY expenditures identified in the fiscal analysis, ANNEXOR will make cash payments, quarterly during the year to eliminate the deficit. This obligation of ANNEXOR to eliminate annual deficits shall continue for a period of each three (3) consecutive calendar years of General Fund revenues from the Property exceeding General Fund costs of services to the Property after 1992 (which may include the breakeven year), or the day and month of this Agreement in the year 2010, whichever occurs first. ANNEXOR shall receive a credit toward any annual deficit after the breakeven year for any annual surplus. ANNEXOR agrees that

it shall not be entitled to reimbursement from CITY'S General Fund but such sums shall be credited to ANNEXOR'S obligation as set forth above. To the extent ANNEXOR has made payments to eliminate annual deficits ANNEXOR shall recover such payments exclusively from the Urban Service Extension Fee account after its obligation to make annual payments terminates.

G. To guarantee to CITY that ANNEXOR will make necessary cash payments to mitigate revenue shortfalls identified in the CITY fiscal analysis, ANNEXOR agrees to place all proceeds of the sale to the CITY Utilities Department of the electrical transmission corridors [pursuant to Article XVI(G) below] identified in the Master Plan into an escrow account to be held in trust by a financial institution under terms and conditions mutually acceptable to ANNEXOR and CITY. This escrow account shall be utilized and drawn upon only if and to the extent that ANNEXOR is in default by failing to make annual payments as required in Article XI(F) above. Unless there is a default, ANNEXOR shall be entitled to all principal, interest or other income earned remaining in the account when the trust is dissolved. The trust will be dissolved when ANNEXOR has satisfied its obligation to make annual payments in accordance with Article XI(F) above. CITY and ANNEXOR will jointly establish this account. The account need only have such amount to reasonably secure the elimination of the annual deficits as described in this Article. Any excess may be drawn down by ANNEXOR upon written approval of CITY when no longer needed.

H. ANNEXOR agrees that near-term development will be concentrated in three development nodes. The nodes will be established in accordance with the CITY Fire Chief's standards for fire service as development occurs as uniformly applied throughout the CITY. If development occurs outside of these three nodes requiring additional fire stations and fire service prior to the breakeven year, ANNEXOR agrees to bear up to the breakeven year the total cost

of constructing, staffing, and operating those stations with the right to delegate this obligation to a properly authorized special district. If development occurs outside of the three nodes prior to the breakeven year, resulting in an increase in the number of miles of roads to be maintained by the CITY, ANNEXOR agrees to bear the total cost of the maintenance of such additional roads.

I. For purposes of administration of this Article Aries Properties Incorporated will administer the provisions hereof on behalf of ANNEXOR, including establishment of the trust account as set forth in Article XI(G), and shall be solely responsible for any annual cash payments to eliminate annual deficits as may be required pursuant to Article XI(F), and shall be solely entitled to recover any such annual cash payments made, unless such obligation and right of recovery is specifically delegated to another person, entity, or district.

## XII

### UTILITIES GENERALLY

A. Limitation of Applicability - The Utilities code, tariffs, regulations and policies as they exist or are hereinafter amended shall apply, and except as expressly provided herein, the provisions of this Agreement set forth the requirements of the CITY Department of Utilities in effect at the time of the annexation of the Property. These provisions shall not be construed as a limitation upon the authority of the CITY to adopt different ordinances, rules, regulations, resolutions, policies, tariffs, or codes which change any of the provisions set forth in this Agreement so long as these apply to the CITY generally.

B. Utility Recovery Agreements - Utility Recovery Agreements entered into by the CITY for recovery of monies expended by the ANNEXOR for oversized, both on and off site, utility facilities to be recovered from subsequent developers will be as provided for in the Code, Electric and Gas Tariffs, or as may be approved by the CITY.

C. Interim Utility Service - If interim utility service is required ANNEXOR shall dedicate such lands as are necessary to the CITY and pay all the cost of the facilities except as otherwise expressly provided. Such land shall revert to the ANNEXOR when the interim facilities are no longer needed, provided that such reversion shall not adversely affect CITY permanent facilities.

D. Southern Area - It is understood and agreed as to the Southern Area that no utility service will be provided by the CITY until debt restructuring is successfully completed as set forth in Article XVIII.

### XIII

#### WATER

A. The CITY and/or ANNEXOR will extend water service facilities to the Property in accordance with the CITY'S ordinances, regulations and policies in effect at the time of specific water requests. Specific water requests are subject to the necessary improvements and facilities being constructed and available for use. Once the Property is annexed to the CITY the CITY will serve the Property with water so long as such water is available and facilities are in place to deliver the water. Allocation of supply is on the basis of first-come, first served throughout the CITY.

B. ANNEXOR shall dedicate to the CITY all necessary rights-of-way, owned by ANNEXOR for installation of mains and associated facilities within the

Property, which rights-of-way shall be free and clear of liens and encumbrances that may adversely affect CITY'S use of the land.

C. All pump stations and suction storage are to be paid fully by ANNEXOR; the distribution storage shall be paid by the CITY. Recovery agreements shall be entered into between ANNEXOR and CITY to provide that developments which receive benefit from the pump stations, suction storage and off-site improvements will reimburse ANNEXOR on a pro rata basis.

D. ANNEXOR grants in perpetuity to the CITY the sole and exclusive right to withdraw, appropriate and use any and all groundwater underlying ANNEXOR'S Property and all surface water rights located on the Property. Water in the Southern Area owned by ANNEXOR as of January 1, 1988 and water owned by Colorado Centre Metropolitan District as of January 1, 1988 shall be excluded from the provisions of this Article XIII and covered by Article XVIII. ANNEXOR irrevocably consents in perpetuity, on behalf of itself, and any and all successors in title, pursuant to Section 37-90-137(4) of the Colorado Revised Statutes, as now existing or later amended, to the withdrawal, appropriation and use by the CITY of all such groundwater and agrees to execute any additional or supplemental consents thereto that may be required to the CITY to withdraw, appropriate or use said groundwater. Wells constructed by the CITY outside the Property may withdraw groundwater under the Property without any additional consent. The CITY shall allow ANNEXOR to use groundwater under its Property for irrigation, cooling tower purposes and such similar non-potable uses subject to specific agreements entered into by and between ANNEXOR and CITY. If at any time the CITY deems it in the best interest of the CITY, the CITY may use the water underlying the Property for municipal and utility purposes by the CITY in the CITY.

E. ANNEXOR shall provide, without cost to the CITY, any and all necessary property not to exceed ten thousand (10,000) square feet per well site for

construction and operation of wells on the Property for which there are well applications pending or approved. Additionally, ANNEXOR shall provide reasonable access to said well sites. The well sites shall be within 200 feet of those sites as presently decreed unless the CITY and ANNEXOR agree otherwise.

F. ANNEXOR shall dedicate to the CITY the land generally shown on the Master Plan as Parcel Nos. 273.03, 293.07, 307.04, and 321.05 or at such other locations as mutually agreed upon between the CITY'S Water Division Manager and ANNEXOR, for four (4) water storage tank sites and such other uses as determined by CITY.

G. The CITY shall develop, subject to agreement by ANNEXOR, a Master Water Service Plan for providing water service to the Property which plan may be amended from time to time by the parties. The plan shall provide for alternative plans for development of water service for various scenarios and shall be revised and updated periodically as necessary. The CITY shall be responsible for engineering and design of all facilities required under the Master Water Service Plan under each scenario. ANNEXOR shall give to the CITY eighteen (18) months advance notice of its need for construction of facilities necessary to provide water service to areas to be developed in order that the CITY has time to budget, select, and design the specific facilities which shall be provided and to acquire necessary rights-of-way and to construct facilities prior to actual time that water service is required. The cost of such facilities shall be paid by the CITY and/or ANNEXOR as provided by applicable CITY ordinances, regulations, and policies in effect at the time of the request for water service. If the CITY is unable or unwilling to then pay its share of these costs, and ANNEXOR is willing to accelerate the 18 month notice

requirement subject to engineering constraints, ANNEXOR may pay the CITY'S share and shall be reimbursed for such share pursuant to a recovery agreement.

With respect to the proposed Banning-Lewis Parkway, it is understood and agreed that parcels of land adjacent to the parkway shall generally not receive water service directly from major distribution mains within the parkway right-of-way; individual services shall generally be connected to secondary mains within frontage or other secondary roads or in streets which intersect the parkway. Exceptions to this planning principle may be allowed on a specific basis by the Water Division Manager. Because installation of distribution water mains in Banning-Lewis Parkway may not be necessary for some time, payments pursuant to the CITY'S major main policy for distribution mains eventually required in Banning-Lewis Parkway are to be made as initial water service is extended to properties adjacent to Banning-Lewis Parkway; the CITY will then install the distribution water mains in Banning-Lewis Parkway, as they are needed, at no additional cost to the ANNEXOR.

H. Except as provided in Article XVIII, if the Property is de-annexed, the CITY will continue to serve the then existing customers at outside CITY rates, but no connections for new customers will be made without prior City Council approval.

I. ANNEXOR consents to the inclusion of the Property in the Southeastern Colorado Water Conservancy District on the terms and conditions set forth in the Decree of the District Court, Pueblo County, Colorado, in Case No. 40487.

J. Any provisions made for interim water service that is not a part of the Master Water Service Plan prior to the construction of water facilities as envisioned by the Master Water Service Plan, shall be at the sole expense of the ANNEXOR. Construction of interim service shall meet all standards of the Water Division.



## XIV

## WASTEWATER

A. General. CITY agrees to provide and extend wastewater service to and within the Property in accordance with the CITY'S ordinances and regulations in effect at the time of each specific wastewater request. Where such service is provided by the Lower Fountain Metropolitan Sewage Disposal District (hereafter "LFMSDD") service shall be governed by the LFMSDD Service Agreement or such agreement as may be negotiated between the CITY and LFMSDD.

B. Interim Service. It is recognized by the CITY and ANNEXOR that until such time as a new wastewater treatment facility is constructed, the Property may, by geographic and economic necessity, have interim wastewater service provided by either the CITY, providers other than CITY, or as may be otherwise permitted by the Code and Health Department regulations. Other providers include but are not limited to the Fountain Sanitation District and Cherokee Water and Sanitation District. ANNEXOR is responsible for costs associated with the design, construction and installation of all interim wastewater needs. These interim service needs will be identified by the Wastewater Service Master Plan described below. CITY acknowledges that Intergovernmental Agreement dated August 17, 1987, between the Colorado Centre Metropolitan District and the Fountain Sanitation District, described in Exhibit "K" attached hereto, wherein the Fountain Sanitation District agrees to provide wastewater services to the Colorado Centre Metropolitan District until a "regional wastewater treatment plant" or other long term treatment options that may be provided by the CITY or other governmental entity is constructed. Connection Charges shall be as determined in Paragraph C, of this Article XIV. Wastewater Service Charges shall be computed and charged in a similar manner as those of other customers inside the CITY limits.



C. Permanent Service.

1. Regional Wastewater Treatment Facility. The CITY and ANNEXOR agree that a new regional wastewater treatment facility will be constructed to serve that portion of the Property within the Jimmy Camp Creek Drainage Basin and that portion of the Property within the Sand Creek Drainage Basin if the latter can be more economically served by said new facility. Unless otherwise agreed between CITY and ANNEXOR, CITY and ANNEXOR agree that the new wastewater treatment facility shall be located on that site presently optioned by the LFMSDD southeast of the City of Fountain (Exhibit "L"), and that said plant will provide sewer service for governmental entities other than CITY as well as private contracting parties. It is contemplated that the terms and conditions of receiving wastewater treatment from said plant shall be governed by the LFMSDD Service Agreement, or such future agreement that may be reached between CITY and LFMSDD. The CITY agrees to use its best efforts in providing wastewater service to the Property in a timely manner when needed for development.

2. Interceptor. The CITY and ANNEXOR acknowledge that a new sewer interceptor line is required to be constructed both on and off the Property to connect the Property to the new wastewater treatment facility and that the use of the interceptor off the Property shall be governed by the LFMSDD Service Agreement or such future agreement that may be reached by the CITY and LFMSDD. It is also acknowledged that a second, parallel sewer interceptor may be required at future time to service the full development of the Property. Such interceptors shall be built to CITY standard specifications at request of CITY and to the extent ANNEXOR can comply. At the request of ANNEXOR, CITY will collect a recovery charge as provided by a recovery agreement from users all such sums to be rebated to ANNEXOR for the interceptor costs.

3. Costs. ANNEXOR is responsible for costs associated with the design, construction and installation of all wastewater facilities to serve the Property as may be provided in the Code, Article 5, Wastewater Treatment Code (12-5-601), including its share of the regional wastewater treatment facility and the interceptor. To the extent that portions of the Property (e.g. Sand Creek Basin) are not serviced by the new plant and interceptor, Connection Charges shall be assessed in accordance with the ordinances of the CITY then in effect. For that portion of the Property that is to be serviced by the new plant and interceptor, CITY shall establish and collect a Connection Charge based on actual costs. The CITY'S System Development Charge shall be established based upon the total cost of the regional wastewater treatment facility and interceptor and such other facilities as have been agreed upon by CITY and ANNEXOR. The CITY agrees that the System Development Charge will be calculated consistent with the manner in which said Charge is calculated for the balance of the CITY. The revenue realized from the collection of the System Development Charge shall be first utilized to reimburse ANNEXOR and/or any Districts which have been formed pursuant to Article XVII hereof, for total costs incurred in constructing the regional wastewater treatment plant, interceptor or other facilities as have been agreed upon by CITY and ANNEXOR and second, shall be set aside for any such future costs. All such revenue may be pledged by ANNEXOR and/or any Districts for the repayment of debt incurred to construct the interceptor and wastewater treatment plant.

The procedure for collecting the Connection Charges shall be as set forth in the CITY'S ordinances at the time of collection unless otherwise agreed by CITY and ANNEXOR. Wastewater Service Charges shall be computed and charged in a similar manner as those of other customers inside the CITY limits.

D. CITY and ANNEXOR shall jointly prepare a Wastewater Service Master Plan within a reasonable period of time after annexation of the Property. The Wastewater Service Master Plan shall show the general location and size of all required on-site and off-site pipelines, 15-inch and larger, lift stations, force mains and all proposed interim facilities.

E. ANNEXOR shall dedicate to the CITY all necessary rights-of-way owned by ANNEXOR for installation of wastewater lines and associated facilities within the Property, which rights-of-way shall be free and clear of liens and encumbrances that may adversely affect CITY'S use of the land.

F. The CITY agrees to take sewage sludge generated from LFMSDD wastewater treatment plant delivered to the Wastewater Division Solids Handling Facility located at the CITY'S Hanna Ranch. The cost of delivery facilities shall be the responsibility of LFMSDD and a per unit charge for handling said sludge shall be charged by the CITY, as may be agreed between LFMSDD and the CITY.

#### XV

#### NATURAL GAS

A. The Property is substantially within the existing gas service area of the CITY as designated by the Colorado Public Utilities Commission. Annexation of any lands not in the currently existing gas service area shall be added to the gas service area and proper certification by the Public Utilities Commission shall be obtained by the CITY.

B. The CITY agrees that it will extend gas service to the Property under its tariffs, ordinances, and rules and regulations in effect at the time of any specific gas service request. Availability will be covered by tariffs, ordinances, and rules and regulations in effect at the time of request. Annexation does not imply a guarantee of gas service.

C. ANNEXOR shall dedicate to the CITY all necessary rights-of-way owned by ANNEXOR for installation of gas mains from existing off-site systems and gas mains and associated facilities within the development, which rights-of-way shall be free and clear of liens and encumbrances that may adversely affect CITY's use of the land.

D. ANNEXOR agrees to dedicate a number of 30-foot by 30-foot gas regulator station sites. The number and general location of these sites shall be determined by Gas Division and specific site location shall be by mutual agreement. The regulator station sites will be deeded at no cost to the CITY free and clear of all liens and encumbrances that may adversely affect CITY'S use of the land.

E. Portions of the Southern Area are currently in Peoples Natural Gas Company's service area. Peoples has installed facilities and is presently providing gas service to customers. Such portions of Peoples' service area that are annexed will become the CITY'S service area, and the CITY will purchase the appropriate facilities from Peoples Natural Gas Company and will install facilities necessary to deliver gas to this acquired system. Peoples Natural Gas Service will be disconnected except for the 6-inch and 4-inch mains which will be retained by Peoples. These mains will pass through Colorado Centre from the Colorado Interstate Gas Company meter station to Peoples' gas service area south of the Southern Area. Peoples will require the continued use of their right-of-way easements and/or the streets and roads for their mains.

The acquisition of Peoples' facilities by the CITY shall be done at no cost to the ANNEXOR.

F. ANNEXOR will execute all extension contracts required and will pay to the CITY an advance deposit equal to the cost of such facilities in accordance

with the CITY'S gas extension policy in effect at the time the service is requested. The CITY will make refunds of the deposit to ANNEXOR in accordance with prevailing citywide policy.

G. Reasonable and timely notice shall be provided to CITY in order to schedule gas service to the Property. It is understood and agreed as to Southern Area that no service will be provided until debt restructuring is successfully completed as set forth in Article XVIII.

#### XVI

#### ELECTRIC

A. Electric service will be provided to the Property in accordance with the CITY'S ordinances, tariffs, rules and regulations in effect at the time electric line extensions are requested. Recovery, if any, for on and off site electric facilities shall be in accord with the applicable electric tariff. Requests for such service shall conform to the Code and Tariffs of the City of Colorado Springs.

B. ANNEXOR shall dedicate to the CITY all necessary rights-of-way owned by ANNEXOR for installation of all electric transmission facilities, except the two (2) major transmission corridors set out in paragraph C. below, and distribution facilities to include substation sites and other associated facilities within the Property, which shall be free and clear of liens and encumbrances that may adversely affect CITY'S use of the dedicated Property.

C. Five major overhead electric transmission lines are planned within two (2) major transmission corridors. ANNEXOR'S needs may require additional lines in the future. All transmission lines will be constructed when the Electric T&D Division determines they are required. All transmission lines will be overhead and located in areas which will not conflict with airports.

D. All lines below 30,000 volts Phase-to-Phase will be installed underground in accordance with CITY code. Temporary lines may be overhead and will be paid for by ANNEXOR including cost of removal.

E. The CITY will not supply electric service to any area within the service territory of the Mountain View Electric Association until the area is annexed and service transferred in a phased manner according to the existing agreement between the CITY and Mountain View. ANNEXOR shall be responsible for all costs associated with the transfer of facilities and service territory. Such cost to include any facilities on land developed by the ANNEXOR prior to annexation and enclave lands not being annexed north of Drennan Road but for which due to annexation, the CITY is required to take over electric service. Disconnection from Mountain View and transfer of service to the Property shall be as follows:

1. The amount to be paid by ANNEXOR for transfer of territory shall be calculated when the final meter readings for the twelve months preceding the service territory transfer date are available. It is estimated that disconnection of the Southern Area from Mountain View shall cost approximately \$61,810, and disconnection of the remainder of the Property is estimated to cost \$53,710.

2. Five electric distribution areas (EDA's) have been established for disconnection from Mountain View and extension of electric service by CITY. The five EDA's are depicted on Exhibit M attached hereto and incorporated by reference. CITY shall endeavor to secure an agreement with Mountain View that would permit Mountain View to continue to serve existing and new users within a particular EDA until such time as one of the following conditions is met:

- (a) There exists two or more residential customers in a platted subdivision;

- (b) There exists two or more commercial/industrial customers in one building complex or platted subdivision;
- (c) There is demand from one or more customers for an ultimate connected load of five hundred kilowatts (kw) or more for any one EDA or one thousand kilowatts or more for two or more contiguous EDA's;
- (d) January 1, 1995 arrives regardless of load demands within the EDA.

3. When any one of the conditions in Paragraph 2 is met, or if CITY cannot secure an agreement with Mountain View to allow Mountain View to continue to serve the Property as provided above, CITY will supply electric service to the Property. ANNEXOR will bear the cost of all line extensions to the Property according to the tariffs and policies in effect at the time of the extension. Prior to reconnection, ANNEXOR may elect to terminate electric service to facilities then in service, or provide service with small generators for small uses, such as stock watering ponds.

4. CITY will enter into recovery agreements, as permitted by CITY's ordinances, tariffs, rules, and regulations to allow ANNEXOR to recover off-site improvements and expenses required to serve the Property.

5. Any labor and material cost for the installation of permanent facilities or the installation and removal of temporary facilities (except credits for any salvage value) required to serve new customers, beyond the existing customers on the Property whose service cost is included in the disconnect fees to be paid by ANNEXOR to Mountain View under Paragraph 1 above, must be paid by ANNEXOR or the user seeking service.

F. Road Improvements Adjacent to Utility Corridors - ANNEXOR shall be responsible for the cost of or construction of road improvements adjacent to



utility corridors. ANNEXOR shall also be responsible for required relocation of utility lines and facilities. The CITY Department of Utilities shall not be responsible for acquisition, dedication or contribution of land needed for road improvements, nor shall the CITY Department of Utilities or General City be responsible for road improvements where utility corridors are adjacent to such lands; however, CITY will permit road crossings and certain other public uses at utility corridors. This waiver of responsibility shall apply in all cases irrespective of the manner in which the CITY Department of Utilities acquires title, i.e., fee simple, easement, right-of-way, dedication by plat etc.

G. The CITY has determined the location of two corridors for a total of five major transmission lines through the Property generally shown on the Master Plan, and ANNEXOR shall deed the same to the CITY upon request. When these transmission line corridors are deeded to CITY, CITY will compensate ANNEXOR for the fair market value at the time of conveyance. Such compensation shall be distributed among ANNEXORS in accordance with their ownership interests. The time and manner of payment shall be established by separate agreement. The payments shall be used as security for ANNEXOR'S responsibility to cover any annual fiscal deficits as set forth in Article XI. ANNEXOR shall consent to the location of the transmission line corridor. Easements for distribution lines must be shown on the Master Plan and all final subdivision plats. The two (2) corridors for five major transmission lines would have been required even if ANNEXOR'S Property was not annexed.

H. All street right-of-way in residential subdivisions dedicated by ANNEXOR shall generally allow for the installation, operation and maintenance of electric facilities between sidewalk and property line or between curb and sidewalk for areas with detached sidewalks. ANNEXOR, with CITY approval, may set aside other areas for such facilities.



I. ANNEXOR shall dedicate to CITY the electric service site as shown on the Master Plan as a portion of Parcel No. 329.01/329.04 (one site) and six (6) ten (10) acre electric substation sites Parcel Nos. 295.02, 301.05, 309.02, 329.02/329.05 (one site), 338.09 and 344.02 for which the ANNEXOR will apply for the Public Facilities (PF) zone within eighteen (18) months of final annexation and which shall be dedicated for exclusive use by the Department of Utilities.

J. ANNEXOR shall provide on each side of all arterial or larger streets including state and U.S. highways and the Banning-Lewis Parkway a minimum of ten (10) feet within the street right-of-way but outside the ultimate paved portion exclusively for electric distribution facilities; landscaping shall be permitted in accordance with CITY Utility Department policy.

K. It is understood and agreed as to the Southern Area that no service will be provided until debt restructuring is successfully completed as set forth in Article XVIII.

## XVII

### DISTRICTS

A. The CITY shall approve the formation of one or more Districts ("Districts") or similar entities consistent with the intent of this Agreement, including but not limited to public building authorities, development authorities, general improvement districts (special districts), special improvement districts, maintenance districts, flood control conservancy districts, local improvement districts, and including metropolitan districts for non-residential land, for the purpose of the acquisition, design, construction, installation, financing and/or maintenance of capital improvements and facilities, and for the provision of certain services which may be required to develop the

Property; which capital improvements, facilities and services ANNEXOR is obligated or permitted under this Agreement to provide. To the extent that ANNEXOR is responsible therefor, such capital improvements and facilities would include, but not be limited to: water and wastewater lines and facilities; storm drainage and detention facilities, including irrigation; traffic and transportation facilities, including streets, bridges, roads, interchanges, signalization, safety protection improvements; park and recreation facilities; police and fire protection facilities and equipment; and communication facilities and equipment. CITY will permit the formation of such districts so long as the CITY is not directly or indirectly liable for repayment of any indebtedness in connection therewith, and ANNEXOR has presented evidence satisfactory to the CITY that the proposed District has, or will have, the financial ability to discharge the proposed indebtedness. Any approval of such Districts, when requested by ANNEXOR, shall include the following conditions, unless waived by CITY:

- (1) No District shall levy, charge or collect a sales tax.
- (2) All services and improvement plans of the District(s) and amendments thereto shall be subject to review and approval by CITY.
- (3) The District(s) shall obtain all necessary permits and pay all prescribed fees associated with any and all improvements to be made.
- (4) All improvements constructed by the District(s) shall be designed, constructed and warranted in accordance with the standards and specifications of CITY.
- (5) Unless otherwise provided in this Agreement, the CITY shall be the sole provider of municipal services to the Property, including water and wastewater services, fire and police protection, street maintenance, zoning and code enforcement, and all other services as CITY may provide to

the residents of CITY; provided, however, that the District(s) may, with the prior approval of the CITY, provide supplemental street, median, landscape (including irrigation), drainage and other facility maintenance services.

(6) CITY shall not incur any expense in the formation or operation of the proposed District(s) or its retirement of capital obligations, exclusive of ordinary administrative expenses such as review by CITY staff.

(7) Other conditions to the approval of any District may also be applied by the CITY as a matter of Citywide uniform policy, including consideration of whether the District will have an adverse impact upon the financial ability of the CITY or other governmental entities to enter into bonded indebtedness.

B. To the extent that ANNEXOR has any right or duty under this Agreement to engineer, furnish material for, install, construct, warrant, maintain, repair or otherwise provide for or maintain certain improvements and facilities (public or private) as defined in this Agreement or as otherwise required or desired by ANNEXOR in connection with development of the Property, all or any portion of that right or duty may, with the CITY's consent, be delegated by ANNEXOR to the District(s) so long as such responsibilities are within the scope of authority of said District(s). Notwithstanding any such delegation, the provisions of this Agreement shall run with the land, and the CITY may enforce against any such District any delegated obligations.

#### XVIII

#### COLORADO CENTRE METROPOLITAN DISTRICT

A. Within one year and seventy-five days following the date of this Agreement, ANNEXOR shall secure a restructuring of the existing Colorado Centre

Metropolitan District (CCMD) bonded indebtedness. CITY acknowledges that the restructuring of the CCMD debt is intended to take place in phases, and that CITY will cooperate to the extent necessary in the restructuring process. Upon restructuring of the debt within the following parameters ANNEXOR'S obligation hereunder will be satisfied:

1. The existing indebtedness, which is secured by water tap revenues, must be restructured to allow CITY to collect these water tap revenues.

2. The existing indebtedness will be shifted from a mill levy debt to an assessment lien debt through establishment of a building authority. Existing CITY residents shall not bear any responsibility for debt repayment. The Property subject to the assessment lien will be solely on the portion of the CCMD to be annexed (i.e. the Southern Area), plus the additional lands within the Property as provided below. As properties within that portion of the Property subject to the assessment lien are platted, ANNEXOR shall pay a pro rata share of the debt, and the assessment lien shall be released as to the platted land; subsequently constructed dwellings shall not be subject to the assessment lien.

3. CCMD may continue to assess a mill levy of a maximum of eight mills on the area currently included in the non-annexed portion of CCMD and will be permitted to collect up to a 10% water connection surcharge, which revenues may be applied either toward covering the costs of service CCMD will continue to provide or to prepay bonds of the building authority to the extent that there are surpluses.

4. Approximately 1,000 acres of additional lands within the Property may be added to the area to be included in the building authority as a source for assessments.

5. CITY acknowledges that it may take the building authority several bond issues to restructure the existing CCMD debt.

6. The CCMD service plan will be amended to restrict the district from borrowing before or after its current debt is restructured, until such time as the restructured debt is fully retired.

B. While the existing CCMD indebtedness is being restructured, CITY will not provide utility service or plat approval for that portion of the CCMD being annexed. CCMD will continue to provide services to the non-annexed area and the annexed area until the debt is restructured, and may continue to charge customary user fees or other fees for services that are provided by CCMD. CCMD shall be allowed to utilize Well No. 211A during the year and seventy-five day period in the event the non-annexed and annexed lands' existing water supplies are terminated.

C. If the restructuring of the existing CCMD debt is not completed within one year and seventy-five (75) days following the date of this Agreement. ANNEXOR will petition to disconnect the annexed portion of CCMD from the CITY in accordance with 31-12-501 et seq., C.R.S. In the event of disconnection, the ANNEXOR will retain ownership of the groundwater underlying the Southern Area. The CITY shall allow CCMD by separate intergovernmental agreement without charge utilization of Well No. 211A for the purpose of providing interim water service to the Southern Area for a period not to exceed five (5) years.

D. If the restructuring of the existing debt is completed as provided above CITY will provide all utility services to the Southern Area on same terms and conditions as to the balance of the Property. CCMD may contract consistent with CITY policies for CITY water and wastewater service for the non-annexed portion of CCMD. If CCMD does not contract with CITY for water service, CCMD

shall have the right to utilize Well No. 211A without cost for the purpose of providing interim water service to the non-annexed portion of CCMD for a period not to exceed five (5) years from date of this Agreement.

E. Subject to the provisions of Article XVIII(C) above, ANNEXOR grants in perpetuity to CITY the sole and exclusive right to withdraw, appropriate, and use any and all groundwater underlying the Southern Area and all surface water rights located in the Southern Area except for groundwater owned by CCMD as of January 1, 1988. ANNEXOR shall convey the remaining groundwater and groundwater rights by a consent and instrument of conveyance acceptable to CITY, which shall include the wells and historical water requirements associated with groundwater rights conveyed to CITY.

## XIX

### GENERAL PROVISIONS

A. This Agreement shall be recorded with the Clerk and Recorder in El Paso County, Colorado and shall run with the land, and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto, and all persons or entities now or hereafter having an interest in the Property. Except as noted hereafter, any and all of the rights, duties and obligations of ANNEXOR or any of them hereunder may be assigned by ANNEXOR to any person or entity when portions of the Property are conveyed to such persons or entities. In such event, the assignee will assume all of the rights, duties and obligations of ANNEXOR hereunder as to the portion of the Property so assigned and ANNEXOR shall be relieved from all further liabilities, obligations and duties as to the portion of the Property so conveyed. Notwithstanding the foregoing, rights to specific reimbursements, refunds or credits provided for herein shall be placed in a fund, to be known as the Banning Lewis

Ranch Improvement Fund, held in trust by a bank mutually agreed upon by Aries Properties Incorporated and CITY, for equitable distribution by the Banning Lewis Ranch Planning Association or similar entity or entities among the parties bearing the costs to which such refunds, reimbursements and credits relate. The Banning Lewis Ranch Planning Association or a similar entity or entities created for the purpose of administering this Agreement, shall remain in existence until all terms and conditions of this Agreement have been complied with or until the Agreement terminates. Any future sale of the Property shall include specific reference to this Agreement and delegation of the obligations contained herein. Rights to the specific refunds contained herein shall always be to Aries Properties Incorporated unless specifically assigned to another person, entity, or district created in accord with Article XVII.

B. CITY acknowledges that ANNEXOR owns a number of small contiguous tracts that ANNEXOR will seek to annex upon completion of the annexation of the Property. Upon annexation of such additional tracts, the provisions of this Agreement will extend to such other tracts as if they originally had been included in this Agreement. In addition, the Master Plan shall be deemed sufficient to satisfy the "plan in place" requirements of the Municipal Annexation Act, as amended, for the purpose of annexing such tracts.

C. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing Codes or ordinances or as a waiver or abdication of the CITY'S legislative, governmental or police powers to promote and protect the public health, safety, or general welfare of the CITY or its inhabitants; nor shall this Agreement prohibit the enactment by the CITY of any fee which is of uniform or general application throughout the CITY. Except as specifically provided herein, CITY agrees to treat ANNEXOR and the Property in a



non-discriminatory manner relative to the rest of the CITY. In addition, any consent or approval require hereunder either from ANNEXOR or CITY shall not be unreasonably withheld. CITY will not impose any fee, levy or tax or impose any conditions upon the approval of development requests, platting, zoning or issuance of any building permits on ANNEXOR, or make any assessment on the Property that is not uniformly applied throughout the CITY, unless otherwise agreed to between CITY and ANNEXOR. Any fees to be paid by ANNEXOR will be paid at building permit issuance except as specifically may be provided in this Agreement or the Code.

D. No right or remedy of disconnection of the described Property from the CITY accrues from this Agreement, other than that provided by §31-12-119, C.R.S. In the event the Property or any portion thereof is disconnected at ANNEXOR'S request, the CITY shall have no obligation to serve the disconnected Property and this Agreement shall be void and of no further force and effect as to such Property.

E. If the annexation of the Property or any portion thereof is challenged by a referendum, all provisions of this Agreement, together with the duties and obligations of each party, shall be suspended, pending the outcome of the referendum election. If the referendum challenge to the annexation results in disconnection of the Property from the CITY, then this Agreement and all provisions contained herein shall be null and void and of no further effect. If the referendum challenge fails, then ANNEXOR and CITY shall continue to be bound by all terms and provisions of this Agreement.

F. If the annexation of the Property or any portion thereof is voided by initiative, the CITY agrees to cooperate with ANNEXOR to continue providing water, wastewater, electric and gas service to those properties actually served. The CITY and ANNEXOR agree to pursue all reasonable methods to



continue such service including but not limited to extraterritorial water and sewer contracts at outside CITY rates. Such agreement to cooperate shall not constitute a legal obligation on the part of the CITY to continue service.

G. In the event that the annexation of the Property or any portion thereof is voided by final action of any court (such action not being associated with a referendum or initiative action), CITY and ANNEXOR shall cooperate to cure the legal defect which resulted in disconnection of the Property, and upon such cure this Agreement shall be deemed to be an agreement to annex the Property to the CITY pursuant to the Municipal Annexation Act. Any such agreement to annex shall be subject to the terms of this Agreement, Master Plan, and all other documents referenced herein. ANNEXOR shall reapply for annexation as and when the Property becomes eligible for annexation as determined by the CITY.

H. It is specifically understood and agreed that where this Agreement provides for a determination to be made by a CITY Department Head and such is approved by the City Manager, any such determination may be appealed to and reviewed by City Council. An appeal for review by City Council of any departmental determination shall automatically stay this matter until the City Council has completed its review.

I. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

J. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained

herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto except those specific agreements herein referred to. Except with consent of Aries Properties Incorporated, CITY, and the Banning Lewis Ranch Planning Association, there shall be no modification of this Agreement except in writing, executed with the same formalities as this instrument and recorded as required in Article XIX(A) above. Subject to the conditions herein, this Agreement may be enforced in any court of competent jurisdiction.

K. ANNEXOR has obtained and filed with CITY consent to this Agreement from all parties who hold prior Deeds of Trust or other security instruments in the Property.

L. The headings set forth in this Agreement for the different sections of the Agreement are for reference only and shall not be construed as an enlargement or abridgment of the language of the Agreement.

M. In the event either party alleges that the other is in default hereunder, the non-defaulting party shall first notify the defaulting party in writing of such default. The defaulting party shall have twenty (20) working days from receipt of such notice within which to cure such default before the non-defaulting party may exercise any of its remedies hereunder. If such default is not of a nature that can be cured in such twenty (20) day period, corrective action must be commenced within said period by the defaulting party and be thereafter diligently pursued. If the default is not cured in a timely fashion, then the non-defaulting party may elect, at its discretion, either to cure the default and recover the cost thereof from the defaulting party, or seek to enjoin the default if of a continuing nature, or seek specific performance and/or damages. All of these remedies shall be considered cumulative, and shall not be exclusive of any other remedy provided for in this Agreement.

N. Because it is anticipated by CITY and ANNEXOR that development of the Property will be a long term endeavor, this Agreement shall be in force and effect for a period of sixty (60) years from the effective date hereof or until all terms and conditions contained herein have been complied with, whichever occurs first. Thereafter, so long as the Property is located within the municipal boundaries of CITY, it shall be subject to the uniform ordinances, rules and regulations of CITY generally applicable throughout CITY on a non-discriminatory basis.

O. CITY shall use its best efforts to determine that the Banning Lewis Ranch Planning Association or a similar entity or entities created by it has reviewed all platting, site development plans, concept plans and requests for building permits prior to their submittal to the CITY or Regional Building Department. The Banning Lewis Ranch Planning Association, or similar entity or entities created by it shall in general be responsible for facilitating and coordinating ANNEXOR'S compliance with this Agreement and the Code, but shall not have any liability for violation of the Code or the Agreement by others.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

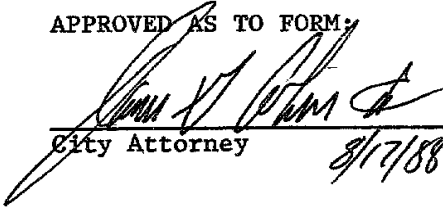
CITY OF COLORADO SPRINGS

By: 

Mayor

  
City Clerk

APPROVED AS TO FORM:

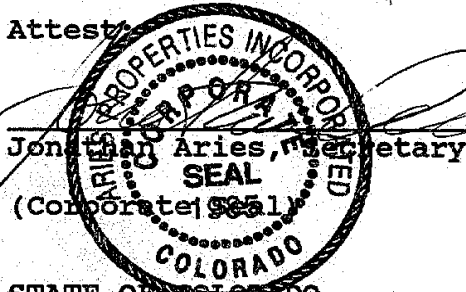
  
City Attorney

8/17/88

Aries Properties Incorporated, a Colorado corporation

Steven A. Douglas  
Steven A. Douglas, President

Attest:



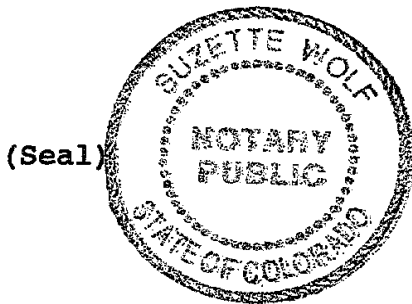
STATE OF COLORADO )

COUNTY OF EL PASO )

Acknowledged before me this 12<sup>th</sup> day of August, 1988, by Steven A. Douglas as President and Jonathan Aries as Secretary of Aries Properties Incorporated, a Colorado corporation.

Witness my hand and official seal.

My commission expires: 6-9-92



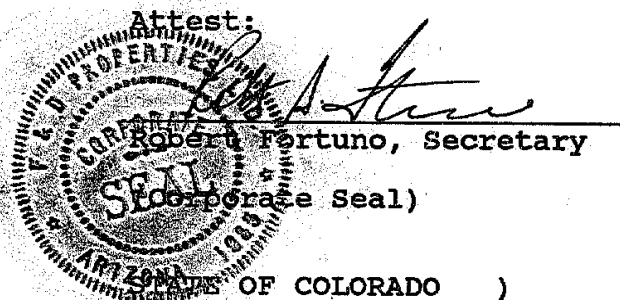
Suzette Wolf  
Notary Public

CS Ranch Company, an Arizona general partnership

By F & D Properties, Ltd.,  
an Arizona corporation,  
managing general partner

  
Frank A. Aries, President

Attest:

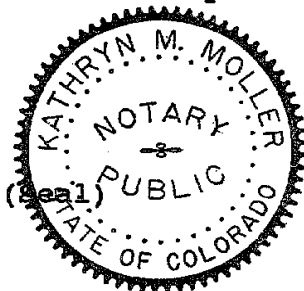


SEAL  
ARIZONA  
STATE OF COLORADO )  
COUNTY OF EL PASO )

Acknowledged before me this 16<sup>th</sup> day of  
August, 1988, by Frank A. Aries as President and Robert  
Fortuno as Secretary of F & D Properties, Ltd., an Arizona  
corporation, managing general partner of CS Ranch Company,  
an Arizona general partnership.

Witness my hand and official seal.

My commission expires: 26 December 1990



  
Notary Public

F & D Associates, an Arizona general partnership



Frank A. Aries  
General Partner

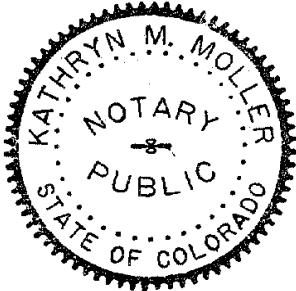
STATE OF COLORADO )

COUNTY OF EL PASO )

Acknowledged before me this 12<sup>th</sup> day of August, 1988, by Frank A. Aries as general partner of F & D Associates, an Arizona general partnership.

Witness my hand and official seal.

My commission expires: 26 December 1990



(Seal)

  
Notary Public



Colorado Springs Land Associates, a New York general partnership

By Aegis Arrandale Land  
Associates, a New York  
limited partnership,  
general partner

By [Signature]  
Its G.P.

STATE OF New York )  
COUNTY OF Nassau )

Acknowledged before me this 12<sup>th</sup> day of  
August, 1988, by STUART A. BENSON as  
GENERAL PARTNER of Aegis Arrandale Land  
Associates, a New York limited partnership, general partner  
of Colorado Springs Land Associates, a New York general  
partnership.

Witness my hand and official seal.

My commission expires: February 28, 1990

[Signature]  
Notary Public

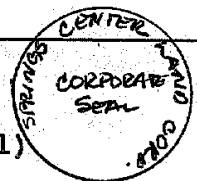
(Seal)

LOUISE A. NEIL  
Notary Public, State of New York  
No. 4657523  
Qualified in Nassau County  
Commission Expires 2/28/90

Springs Center Land Corp., a Delaware corporation

By [Signature]  
Its [Signature]

Attest:

Secretary [Signature]  
(Corporate Seal) 

STATE OF New York )  
COUNTY OF Nassau )

Acknowledged before me this 12<sup>th</sup> day of  
August, 1988, by STUART A. BENSON as  
President and \_\_\_\_\_ as  
Secretary of Springs Center Land Corp., a Delaware  
corporation.

Witness my hand and official seal.

My commission expires: February 28, 1990

[Signature]  
Notary Public

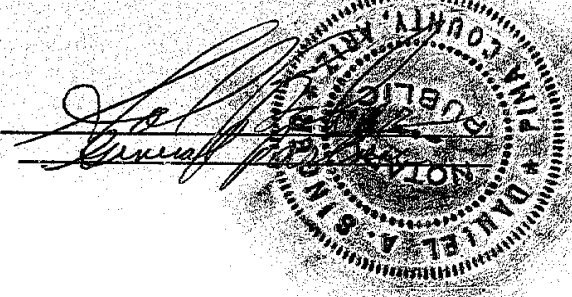
(Seal)

LOUISE A. NEIL  
Notary Public, State of New York  
No. 4857523  
Qualified in Nassau County  
Commission Expires 2/28/90



The Springs Company, an Arizona general partnership

By  
Its



STATE OF Arizona )  
COUNTY OF Pima )

Acknowledged before me this 17 day of August,  
1988, by Sol Behar as  
\_\_\_\_\_ of The Springs Company,  
an Arizona general partnership.

Witness my hand and official seal.

My commission expires:

1/30/1992

Daniel A. Surgen  
Notary Public

(Seal)

A. C. Israel Enterprises, Inc., a Delaware corporation

By Jay M. Howard  
its Vice President

Attest:

Daniel P. Edwards  
Asst. Secretary  
(Corporate Seal)  
STATE OF Colorado )  
City and Denver )  
COUNTY OF Denver )

~~Sept.~~ Acknowledged before me this 22nd day of  
~~August~~ 1988, by Jay M. Howard as  
Vice President and Daniel Edwards as  
Asst Secretary of A. C. Israel Enterprises, Inc., a Delaware  
corporation.

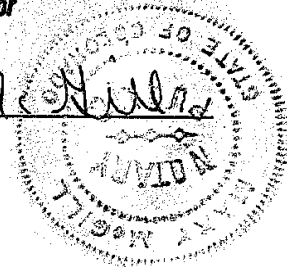
Witness my hand and official seal

My commission expires:

My Commission Expires April 8, 1991  
410 17th Street, 22nd Floor  
Denver, Colorado 80202

Mary M. Hill  
Notary Public

(Seal)



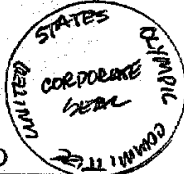
United States Olympic Committee, a non-profit corporation  
incorporated by an Act of Congress

By Baaron B. Pittenger  
Its EXECUTIVE DIRECTOR

Attest:

Andras I. Toro  
Secretary - Andras I. Toro

(Corporate Seal)

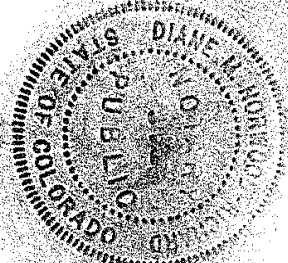


STATE OF COLORADO )  
COUNTY OF EL PASO )

Acknowledged before me this 16th day of  
August, 1988, by Baaron B. Pittenger as  
Executive Director and Andras I. Toro  
as Secretary of the United States Olympic Committee, a non-  
profit corporation incorporated by an Act of Congress.

Witness my hand and official seal.

My commission expires: October 6, 1990

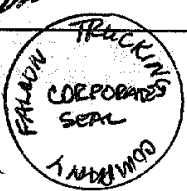


(Seal)

Diane M. Norwood-Richard  
Notary Public  
Diane M. Norwood-Richard  
2235 Villa Rosa Drive  
Colorado Springs, CO 80904

Falcon Trucking Company, a Michigan corporation

By J. J. Stone  
Its President

Attest:  
J. J. Stone  
Secretary  
(Corporate Seal) 

STATE OF Michigan )  
COUNTY OF Wayne )

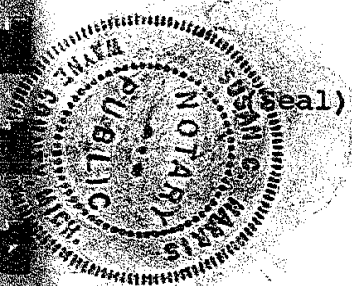
Acknowledged before me this 14th day of  
August, 1988, by J. J. Stone as  
President and J. J. Stone  
as Secretary of Falcon Trucking Company, a Michigan  
corporation.

Witness my hand and official seal.

My commission expires:

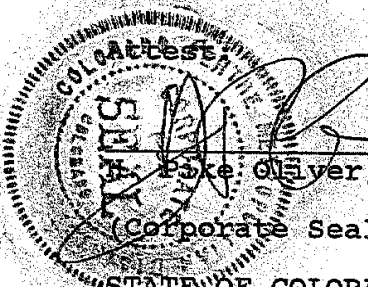
Susan C. Harris  
Notary Public

SUSAN C. HARRIS  
Notary Public, Wayne County, MI  
My Commission Expires Jan. 23, 1990



Colorado Centre Metropolitan District, a special district created pursuant to the laws of the State of Colorado

Steven A. Douglas  
Steven A. Douglas, President

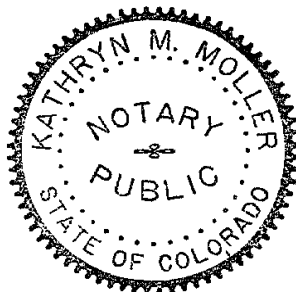
  
H. Pike Oliver, Secretary  
(Corporate Seal)  
STATE OF COLORADO  
COUNTY OF EL PASO

Acknowledge before me this the 12<sup>th</sup> day of August, 1988, by Steven A. Douglas as President and H. Pike Oliver as Secretary of Colorado Centre Metropolitan District, a special district created pursuant to the laws of the State of Colorado.

Witness my hand and official seal.

My commission expires: 26 December 1990

(Seal)



Kathryn M. Moller  
Notary Public



Feit & Ahrens, a New York general partnership

By [Signature]  
Its [Signature]

STATE OF New York )  
COUNTY OF New York )

Acknowledged before me this 16<sup>th</sup> day of  
August, 1988, by Burton Joel Ahrens as  
Partner of Feit & Ahrens, a new  
York general partnership.

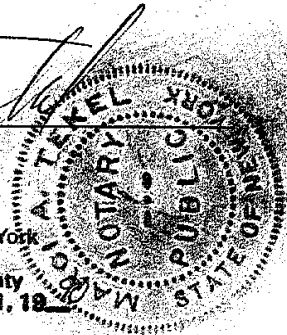
Witness my hand and official seal.

My commission expires:

[Signature]  
Notary Public

(Seal)

MARCIA A. TEKEL  
Notary Public, State of New York  
No. 31 487-199  
Qualified in New York County  
Commission Expires January 31, 1990



Colorado Centre J. V., an Arizona general partnership

By [Signature]  
Its Mgr. Gen. Partner

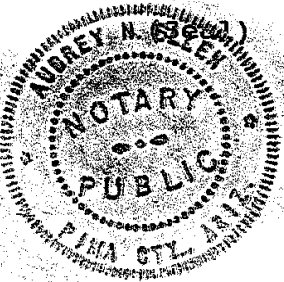
STATE OF Arizona )  
COUNTY OF Pima )

Acknowledged before me this 11th day of  
August, 1988, Richard A. Silver, MD as  
Managing General Partner of Colorado Centre J. V., an Arizona  
general partnership.

Witness my hand and official seal.

My commission expires: 10/25/88

Audrey Nell  
Notary Public



CCM Development Associates, an Arizona general partnership

BY: THE VENTURE WEST GROUP, INC.  
a Delaware corporation,  
general partner

By: Daniel E. Rubin  
Daniel E. Rubin, President

BY: VENWEST DEVELOPMENT LIMITED  
PARTNERSHIP 1, an Arizona  
limited partnership, general  
partner

By: THE VENTURE WEST GROUP,  
INC. a Delaware  
corporation

By: Daniel E. Rubin  
Daniel E. Rubin, President

STATE OF ARIZONA )  
COUNTY OF PIMA ) ss.

The foregoing instrument was acknowledged before the this 17<sup>th</sup> day of August, 1988 by Daniel E. Rubin as President of THE VENTURE WEST GROUP, INC., a Delaware corporation, general partner of CCM Development Associates, an Arizona general partnership.

WITNESS my hand and official seal.  
My commission expires January 29, 1990

Charles J. [Signature]  
Notary Public

STATE OF ARIZONA )  
COUNTY OF PIMA ) ss.

The foregoing instrument was acknowledged before the this 17<sup>th</sup> day of August, 1988 by Daniel E. Rubin as President of THE VENTURE WEST GROUP, INC., a Delaware corporation, general partner of VENWEST DEVELOPMENT LIMITED PARTNERSHIP 1, an Arizona limited partnership.

WITNESS my hand and official seal.  
My commission expires January 29, 1990

Charles J. [Signature]  
Notary Public



Frank R. Krejci, Individually

Frank R. Krejci  
Frank R. Krejci

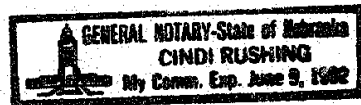
STATE OF NEBRASKA )  
COUNTY OF Douglas )

Acknowledged before me this 11<sup>th</sup> day of August,  
1988, by Frank R. Krejci, individually.

Witness my hand and official seal.

My commission expires:

(Seal)



Cindi Rushing  
Notary Public

KVI Colorado Corp., a Nebraska corporation

By George W. Vontecher  
Its President

Attest:

[Signature]  
Secretary  
(Corporate Seal)

STATE OF NEBRASKA )  
COUNTY OF Douglas )

Acknowledged before me this 12<sup>th</sup> day of  
August, 1988, by GEORGE W. Vontecher as  
President and FRANK Kulig as  
Secretary of KVI Colorado Corp., a Nebraska corporation.

Witness my hand and official seal.

My commission expires:

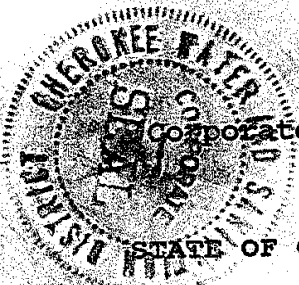
Cindi Rushing  
Notary Public

(Seal)



Cherokee Water and Sanitation District, a water and sanitation district created pursuant to the laws of the State of Colorado

By: Douglas A. Milichone  
Its: Vice-President



(Corporate Seal)

STATE OF COLORADO )

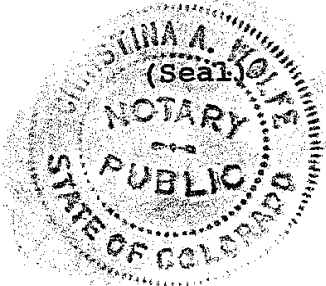
COUNTY OF EL PASO )

Acknowledged before me this 9th day of August, 1988, by Douglas A. Milichone, as Vice President of the Cherokee Water and Sanitation District, a water and sanitation district created pursuant to the laws of the State of Colorado.


Witness my hand and official seal.

My commission expires: 12-31-88


Christina A. Waage  
Notary Public



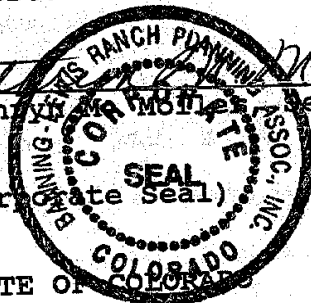
Banning Lewis Ranch Planning Association, Inc., a Colorado non-profit corporation

  
Frank A. Aries, President

Attest:

  
Kathryn M. Moller, Secretary

(Corporate Seal)



STATE OF COLORADO )

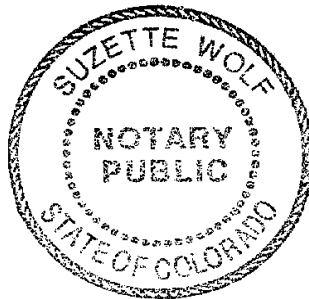
COUNTY OF EL PASO )

Acknowledged before me this 12<sup>th</sup> day of August, 1988, by Frank A. Aries as President and Kathryn M. Moller as Secretary of the Banning Lewis Ranch Planning Association, Inc., a Colorado non-profit corporation.

Witness my hand and official seal.

My commission expires: 6-9-92

(Seal)



  
Notary Public

H. Pike Oliver, Individually

  
H. Pike Oliver

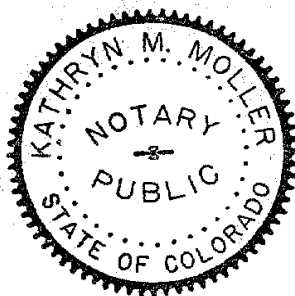
STATE OF COLORADO )  
COUNTY OF EL PASO )

Acknowledged before me this 12<sup>th</sup> day of  
August, 1988, by H. Pike Oliver, individually.

Witness my hand and official seal.

My commission expires: 26 December 1990

(Seal)



  
Notary Public

Jonathan Aries, Individually

Jonathan Aries  
Jonathan Aries

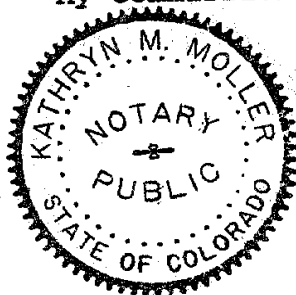
STATE OF COLORADO )  
COUNTY OF EL PASO )

Acknowledged before me this 12<sup>th</sup> day of  
August, 1988, by Jonathan Aries, individually.

Witness my hand and official seal.

My commission expires: 26 December 1990


(Seal)



Kathryn M. Moller  
Notary Public



Charles J. Fuhr, Individually

  
Charles J. Fuhr

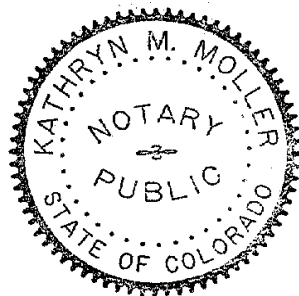
STATE OF COLORADO )  
COUNTY OF EL PASO )

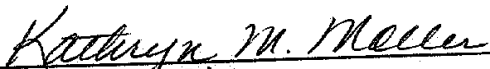
Acknowledged before me this 12<sup>th</sup> day of  
August, 1988, by Charles J. Fuhr, individually.

Witness my hand and official seal.

My commission expires: 26 December 1990

(Seal)



  
Notary Public

Kathryn M. Moller, Individually

Kathryn M. Moller  
Kathryn M. Moller

STATE OF COLORADO )  
COUNTY OF EL PASO )

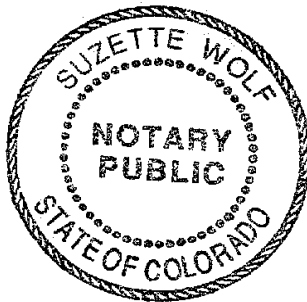
Acknowledged before me this 12<sup>th</sup> day of  
August, 1988, by Kathryn M. Moller, individually.

Witness my hand and official seal.

My commission expires: 6-9-92

Suzette Wolf  
Notary Public

(Seal)





Steven A. Douglas, Individually

Steven A. Douglas  
Steven A. Douglas

STATE OF COLORADO )

COUNTY OF EL PASO )

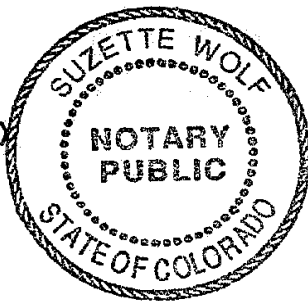
Acknowledged before me this 12 day of  
August, 1988, by Steven A. Douglas, individually.

Witness my hand and official seal.

My commission expires: 6-9-92

Suzette Wolf  
Notary Public

(Seal)



Raymond Powers, individually, is the holder of a deed of trust or other security instrument in all or a portion of the Property, and consents to this Agreement pursuant to Article XIX (K) of the Agreement.

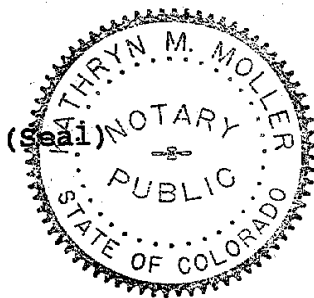
Raymond Powers  
Raymond Powers

STATE OF COLORADO     )  
                                  )  
COUNTY OF EL PASO     )

Acknowledged before me this 11<sup>th</sup> day of August, 1988, by Raymond Powers, individually.

Witness my hand and official seal.

My commission expires: 26 December 1990



Kathryn M. Moller  
Notary Public

Saguaro Mortgage Services, Inc., an Arizona corporation, is the holder of a deed of trust or other security instrument in all or a portion of the Property, and consents to this Agreement pursuant to Article XIX (K) of the Agreement.

By Clark P. Cederlof  
Its Vice President

Attest:

Margaret Allen  
Vice President

(Corporate Seal)



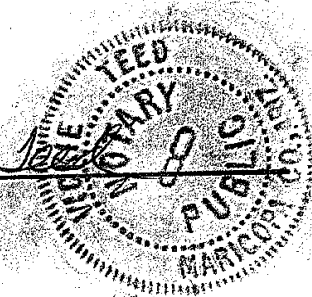
STATE OF Arizona )  
COUNTY OF Maricopa )

Acknowledged before me this 15th day of  
August, 1988, by Clark P. Cederlof as  
Vice President and Margaret Allen  
as Vice President of Saguaro Mortgage Services, Inc., an Arizona  
corporation.

Witness my hand and official seal.

My commission expires:

Vickie  
Notary Public



(Seal)

My Commission Expires March 21, 1991

**Legal Description**

---

**EXHIBIT A**

**Banning - Lewis Ranch**

## Legal Description

A tract of land located in Sections 2, 3, 4, 8, 9, 10, 11, 14, 15, 16, 17, 20, 21, 22, 23, 26, 27, 28, 33, 34 and 35, all in T14S, R65W of the 6th P.M. and in Sections 2, 3 and 4, T15S, R65W of the 6th P.M., County of El Paso, State of Colorado, described as follows:

BEGINNING at the Southeast Corner of Section 34, T13S, R65W of the 6th P.M., from which the Northeast Corner of said Section 34 bears N01°14'52"E (basis of bearing - true meridian), 5298.00 feet; thence S00°02'02"W, 2728.97 feet along the West line of the NW1/4 of Section 2, T14S, R65W of the 6th P.M. to the W1/4 Corner of said Section 2;

Thence N89°50'23"E, 3692.78 feet along the East-West Centerline of said Section 2;

Thence S00°16'30"E, 18,454.90 feet to the North line of the NE1/4 of Section 26, T14S, R65W of the 6th P.M.;

Thence N89°44'53"E, 1528.09 feet along the North line of the NE1/4 of said Section 26 to the Northeast Corner of said Section 26;

Thence S00°29'58"W, 5290.35 feet along the East line of said Section 26 to the Southeast Corner of said Section 26;

Thence S89°49'30"W, 2663.97 feet along the South line of the SE1/4 of said Section 26 to the N1/4 Corner of Section 35, T14S, R65W of the 6th P.M.;

Thence S00°33'19"W, 2642.56 feet along the North-South Centerline of said Section 35 to the Center of said Section 35;

Thence S89°52'44"W, 1333.24 feet along the East-West Centerline of said Section 35 to the Northeast Corner of the W1/2 of the SW1/4 of said Section 35;

Thence S00°34'58"W, 2641.32 feet along the East line of the W1/2 of the SW1/4 of said Section 35 to the Southeast Corner thereof;

Thence continuing S00°34'58"W, 30.00 feet along the East line extended Southerly of the W1/2 of the SW1/4 of said Section 35 to a point on the South right-of-way line of Drennan Road;

Thence S89°55'58"W, 1334.11 feet along the South right-of-way line of said Drennan Road;

Thence S89°51'19"W, 1682.88 feet along the South right-of-way line of said Drennan Road to a Westerly line and a Westerly line extended Northerly of Parcel "D" as described in Instrument recorded in Book 5250 at Page 819 of the records of El Paso County, Colorado;

## Legal Description

Thence  $N00^{\circ}02'36''W$ , 110.00 feet along a Westerly line and a Westerly line extended Northerly of said Parcel "D";

Thence  $S89^{\circ}50'56''W$ , 1626.75 feet to a point on the East line extended Northerly of Exception No. 1 to Parcel "D" as described in Instrument recorded in said Book 5250 at Page 819;

Thence  $S00^{\circ}03'03''W$ , 110.00 feet along the East line extended Northerly of said Exception No. 1 to Parcel "D" to a point on the South right-of-way line of Drennan Road;

Thence  $S89^{\circ}50'25''W$ , 827.56 feet along the South right-of-way line of said Drennan Road to a point on a line that is  $N00^{\circ}09'35''W$ , from the Northerly point of tangency of a 100.00 foot radius curve along the Northeasterly line of Lot 1, COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 2 as recorded in Plat Book B-4 at Page 48 of the records of El Paso County, Colorado;

Thence  $S00^{\circ}09'35''E$ , 10.00 feet to the Northerly point of tangency of said 100.00 foot radius curve;

Thence  $S89^{\circ}50'25''W$ , 424.65 feet along the North line of said Lot 1 to the Northwest Corner of said Lot 1;

Thence  $N00^{\circ}03'03''E$ , 10.00 feet along the East right-of-way line extended Northerly of Aerospace Boulevard in said COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 2 to the North line of said COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 2;

Thence  $S89^{\circ}50'25''W$ , 699.37 feet along the South right-of-way line of Drennan Road;

Thence  $S89^{\circ}57'09''W$ , 198.99 feet along the South right-of-way line of said Drennan Road to the East line extended Northerly of Lot 1 in COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1 as recorded in Plat Book B-4 at Page 47 of the records of El Paso County, Colorado;

Thence  $S00^{\circ}02'53''W$ , 10.00 feet along the East line extended Northerly of Lot 1 in said COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1 to the Northeast Corner of said Lot 1;

Thence  $S89^{\circ}57'09''W$ , 1114.92 feet along the North line of Lot 1 in said COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1 to the Northwest Corner of said Lot 1;

Thence  $N00^{\circ}12'08''W$ , 10.00 feet along the West line extended Northerly of Lot 1 in said COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1 to a point on the South right-of-way line of Drennan Road;



## Legal Description

Thence S89°57'09"W, 1314.33 feet along the South right-of-way line of Drennan Road to a point on the existing City limits of the City of Colorado Springs;

Thence N00°19'09"E, 30.00 feet along the existing City limits of the City of Colorado Springs;

Thence N00°18'19"E, 5282.47 feet along the existing City limits of the City of Colorado Springs;

Thence S89°20'50"W, 662.98 feet along the existing City limits of the City of Colorado Springs;

Thence N00°03'50"E, 2620.18 feet along the existing City limits of the City of Colorado Springs;

Thence N00°08'00"E, 2639.27 feet along the the existing City limits of the City of Colorado Springs;

Thence S89°50'39"E, 663.31 feet along the existing City limits of the City of Colorado Springs;

Thence N00°05'27"W, 2653.15 feet along the existing City limits of the City of Colorado Springs;

Thence N89°59'09"W, 906.04 feet along the existing City limits of the City of Colorado Springs to the Southwest Corner of that certain 100.00 foot wide strip of land conveyed to the County of El Paso as described in Quit-Claim Deed recorded in Book 752 at Page 305 of the records of El Paso County, Colorado;

Thence N30°35'15"W, 781.17 feet along the Southwesterly line of that certain strip of land as described in said Book 752 at Page 305 to a point of curve to the left;

Thence Northwesterly, 265.46 feet along the Southwesterly line of that certain strip of land as described in said Book 752 at Page 305 and along the arc of said curve to a point tangent, said arc having a radius of 1382.69 feet, a central angle of 11°00'00" and being subtended by a chord that bears N36°05'15"W, 265.05 feet;

Thence N41°35'15"W, 200.00 feet along the Southwesterly line of that certain strip of land as described in said Book 752 at Page 305 to a point of curve to the right;

## Legal Description

Thence Northwesterly, 358.44 feet along the Southwesterly line of that certain strip of land as described in said Book 752 at Page 305 and along the arc of said curve to the Southwesterly line of that certain strip of land conveyed to El Paso County as described in Deed recorded in Book 752 at Page 365 of the records of El Paso County, Colorado, said arc having a radius of 1196.28 feet, a central angle of  $17^{\circ}10'04''$  and being subtended by a chord that bears  $N33^{\circ}00'13''W$ , 357.10 feet;

Thence  $N34^{\circ}54'57''W$ , 1534.95 feet along the Southwesterly line of that certain strip of land as described in said Book 752 at Page 365 to a point on the existing City limits of the City of Colorado Springs;

Thence  $N34^{\circ}54'57''W$ , 52.65 feet along the existing City limits of the City of Colorado Springs;

Thence  $N00^{\circ}10'48''W$ , 9.44 feet along the existing City limits of the City of Colorado Springs;

Thence  $N00^{\circ}01'22''E$ , 4650.84 feet along the existing City limits of the City of Colorado Springs to a Northeast Corner of the existing City limits of the City of Colorado Springs;

Thence  $S89^{\circ}59'14''E$ , 60.00 feet to the East right-of-way line of Marksheffel Road;

Thence  $N00^{\circ}01'22''E$ , 389.74 feet along the East right-of-way line of said Marksheffel Road to the Northerly right-of-way line of Colorado State Highway No. 94;

Thence  $N70^{\circ}39'00''W$ , 63.58 feet along the Northerly right-of-way line of said Colorado State Highway No. 94 to the West right-of-way line of Marksheffel Road;

Thence  $N00^{\circ}01'22''E$ , 30.56 feet along the West right-of-way line of said Marksheffel Road;

Thence  $N47^{\circ}26'00''W$ , 2198.95 feet;

Thence  $N85^{\circ}45'00''E$ , 617.13 feet to the North line of the SE1/4 of the SE1/4 of Section 8, T14S, R65W of the 6th P.M.;

Thence  $S89^{\circ}59'58''E$ , 1035.25 feet along the North line of the SE1/4 of the SE1/4 of said Section 8 to the Northeast Corner of the SE1/4 of the SE1/4 of said Section 8;

Thence continuing  $S89^{\circ}59'58''E$ , 30.00 feet to the East right-of-way line of Marksheffel Road;



## Legal Description

Thence N00°02'50"E, 1342.28 feet along the East right-of-way line of said Marksheffel Road;

Thence N00°00'21"W, 1979.37 feet along the East right-of-way line of said Marksheffel Road to the Easterly line of Parcel No. 3 conveyed to the State Department of Highways as described in Instrument recorded in Book 1848 at Page 84 of the records of El Paso County, Colorado;

Thence N16°48'39"E, 35.31 feet along the Easterly line of said Parcel No. 3 as described in said Book 1848 at Page 84 to the Southeasterly right-of-way line of U.S. Highway No. 24;

Thence N33°39'00"E, 269.11 feet along the Southeasterly right-of-way line of said U.S. Highway No. 24 to a point of curve to the right;

Thence Northeasterly, 990.81 feet along the Southeasterly right-of-way line of said U.S. Highway No. 24 and along the arc of said curve to a point tangent, said arc having a radius of 2815.00 feet, a central angle of 20°10'00" and being subtended by a chord that bears N43°44'00"E, 985.70 feet;

Thence N53°49'00"E, 5877.86 feet along the Southeasterly right-of-way line of said U.S. Highway No. 24 to a point of curve to the left;

Thence Northeasterly, 1198.13 feet along the Southeasterly right-of-way line of said U.S. Highway No. 24 and along the arc of said curve to a point tangent, said arc having a radius of 2915.00 feet, a central angle of 23°33'00" and being subtended by a chord that bears N42°02'30"E, 1189.72 feet;

Thence N30°16'00"E, 747.64 feet along the Southeasterly right-of-way line of said U.S. Highway No. 24 to the North line of the NW1/4 of Section 3, T14S, R65W of the 6th P.M.;

Thence N89°42'24"E, 1183.63 feet along the North line of the NW1/4 of said Section 3 to the N1/4 Corner of said Section 3;

Thence N89°42'24"E, 2667.93 feet along the North line of the NE1/4 of said Section 3 to the POINT OF BEGINNING.

Gross Area = 8,979.116 Acres, more or less.

EXCEPT that "35-Acre Parcel" conveyed to Carla Worsham Lewis as described in Quit Claim Deed recorded in Book 3500 at Page 501 of the records of El Paso County, Colorado, located in the E1/2 of Section 9, T14S, R65W of the 6th P.M., more particularly described as follows:

## Legal Description

Commencing at the Southeast Corner of said Section 9, thence N14°42'38"W, 2392.05 feet to the Southeast Corner of said "35-Acre Parcel" and the TRUE POINT OF BEGINNING;

Thence N86°59'01"W, 583.82 feet along the Southerly line of said "35-Acre Parcel" to the Southwest Corner thereof;

Thence N03°00'59"E, 2669.59 feet along the Westerly line of said "35-Acre Parcel" to the Northwest Corner thereof;

Thence S76°29'16"E, 575.31 feet along the Northerly line of said "35-Acre Parcel" to the Northeast Corner thereof;

The following five courses and distances are along the Easterly line of said "35-Acre Parcel":

Thence S02°45'48"W, 597.79 feet;

Thence S03°51'15"W, 1030.21 feet;

Thence S22°39'27"E, 200.08 feet;

Thence S02°11'43"W, 234.06 feet;

Thence S09°30'37"W, 525.91 feet to the TRUE POINT OF BEGINNING.

Area = 35.000 Acres, more or less.

EXCEPT that tract of land conveyed to Mountain View Electric Association, Inc. as described in Quit Claim Deed recorded in Book 1060 at Page 423 of the records of El Paso County, Colorado, located in the NW1/4 of the NW1/4 of Section 15, T14S, R65W of the 6th P.M., more particularly described as follows:

Commencing at the Northwest Corner of said Section 15, thence S00°04'27"W, 330.70 feet along the West line of the NW1/4 of said Section 15; thence S79°11'33"E, 23.40 feet to the Northwest Corner of that tract of land as described in said Book 1060 at Page 423 and the TRUE POINT OF BEGINNING;

Thence S00°04'27"W, 54.72 feet along the Westerly line of that tract of land as described in said Book 1060 at Page 423 to the Southwest Corner thereof;

Thence S89°55'33"E, 50.00 feet along the Southerly line of that tract of land as described in said Book 1060 at Page 423 to the Southeast Corner thereof;

## Legal Description

Thence N00°04'27"E, 45.28 feet along the Easterly line of that tract of land as described in said Book 1060 at Page 423 to the Northeast Corner thereof;

Thence N79°14'03"W, 50.88 feet along the Northerly line of that tract of land as described in said Book 1060 at Page 423 to the TRUE POINT OF BEGINNING.

Area = 0.057 Acres, more or less.

EXCEPT that tract of land located in the NW1/4 of the SE1/4 of Section 15, T14S, R65W of the 6th P.M. described as follows:

BEGINNING at the Northeast Corner of the NW1/4 of the SE1/4 of said Section 15, thence S89°47'04"W, 713.43 feet along the North line of the SE1/4 of said Section 15 to a point from which the Center of said Section 15 bears S89°47'04"W, 622.30 feet;

Thence S00°08'56"E, 285.00 feet parallel with the North-South Centerline of said Section 15;

Thence N77°08'10"E, 731.61 feet to a point on the East line of the NW1/4 of the SE1/4 of said Section 15 which is Southerly 124.80 feet from the Northeast Corner of the NW1/4 of the SE1/4 of said Section 15;

Thence N00°15'39"W, 124.80 feet along the East line of the NW1/4 of the SE1/4 of said Section 15 to the POINT OF BEGINNING.

Area = 3.357 Acres, more or less.

EXCEPT a tract of land located in Sections 14, 15, 22 and 23, T14S, R65W of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Southeast Corner of said Section 15 from which the E1/4 Corner of said Section 15 bears N00°22'24"W, (basis of bearing - true meridian), 2625.61 feet and from which a Point hereinafter referred to as Point "A" bears N02°22'08"E, 1351.00 feet, thence N01°38'18"W, 1320.57 feet to a point on the North line of TRACT #3 as described in Instrument recorded in Book 3268 at Page 317 (379) of the records of El Paso County, Colorado; thence N35°09'00"W, 36.74 feet to the TRUE POINT OF BEGINNING;

Thence N35°09'00"W, 1310.43 feet;

Thence N54°51'00"E, 77.41 feet;

## Legal Description

Thence N30°00'00"W, 2001.44 feet;  
 Thence N60°00'00"E, 85.00 feet;  
 Thence S30°00'00"E, 2180.00 feet;  
 Thence S54°51'00"W, 52.34 feet to a point on a line from which said Point "A" bears S35°09'00"E;  
 Thence S35°09'00"E, 1191.20 feet to said Point "A";  
 Thence S89°53'23"E, 985.36 feet;  
 Thence S00°22'24"E, 2700.00 feet;  
 Thence N89°53'23"W, 1740.00 feet;  
 Thence N00°22'24"W, 2700.00 feet;  
 Thence S89°53'23"E, 639.89 feet to the TRUE POINT OF BEGINNING.

Area = 114.893 acres, more or less.

EXCEPT a tract of land located in the S1/2 of Section 4 and in the N1/2 of Section 9, all in T14S, R65W of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Southeast Corner of Section 34, T13S, R65W of the 6th P.M., from which the Northeast Corner of said Section 34 bears N01°14'52"E (Basis of bearing - True Meridian), 5298.00 feet, thence S63°35'28"W, 11879.83 feet to the Northwest Corner of said Section 9; thence S00°00'21"E, 936.10 feet along the West line of the NW1/4 of said Section 9 to the Southwest Corner of Parcel No. 3 conveyed to the State Department of Highways as described in Instrument recorded in Book 1848 at Page 84 of the records of El Paso County, Colorado; Thence N89°59'39"E, 29.80 feet along the South line of Parcel No. 3 as described in said Book 1848 at Page 84 to the Southeast Corner thereof; thence N00°00'21"W, 216.36 feet along the East line of Parcel No. 3 as described in said Book 1848 at Page 84; thence N89°59'39"E, 361.12 feet to the TRUE POINT OF BEGINNING;

Thence continuing N89°59'39"E, 1548.04 feet;

Thence N24°46'10"E, 89.35 feet;

## Legal Description

Thence Northeasterly, 1461.66 feet along the arc of a curve concave to the Southeast, said arc having a radius of 1570.00 feet, a central angle of  $53^{\circ}20'32''$  and being subtended by a chord that bears  $N51^{\circ}26'27''E$ , 1409.45 feet;

Thence  $N04^{\circ}58'22''W$ , 545.74 feet to a point of curve to the left;

Thence Northwesterly, 902.23 feet along the arc of said curve to the Southeasterly right-of-way line of U.S. Highway No. 24, said arc having a radius of 1722.71 feet, a central angle of  $30^{\circ}00'26''$  and being subtended by a chord that bears  $N19^{\circ}58'35''W$ , 891.95 feet;

Thence  $S53^{\circ}49'00''W$ , 2227.45 feet along the Southeasterly right-of-way line of said U.S. Highway No. 24;

Thence  $S36^{\circ}11'00''E$ , 100.00 feet to a point from which the True Point of Beginning bears  $S32^{\circ}14'38''W$ ;

Thence  $S32^{\circ}14'38''W$ , 1118.55 feet to the TRUE POINT OF BEGINNING;

Area = 73.398 acres, more or less.

Area to be annexed = 8,752.411 acres, more or less.



**Legal Description**

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A tract of land located in Sections 10, 11, 14, 15, 21, 22, 23, 25, 26, 27, 28, 33, 34 and 35, T13S, R65W, in Sections 6 and 7, T14S, R64W, and in Sections 1, 2, 11, 12, 13, 14, 23, 24, 25 and 36, T14S, R65W, all of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Southeast Corner of Section 34, T13S, R65W of the 6th P.M., from which the Northeast Corner of said Section 34 bears N01°14'52"E (basis of bearing - true meridian), 5298.00 feet; thence S00°02'02"W, 2728.97 feet along the West line of the NW1/4 of Section 2, T14S, R65W of the 6th P.M. to the W1/4 Corner of said Section 2; thence N89°50'23"E, 3692.78 feet along the East-West Centerline of said Section 2 to the TRUE POINT OF BEGINNING;

Thence S89°50'23"W, 3692.78 feet along the East-West Centerline of said Section 2 to the W1/4 Corner of said Section 2;

Thence N00°02'02"E, 2728.97 feet along the West line of the NW1/4 of said Section 2 to the Southeast Corner of said Section 34;

Thence S89°42'24"W, 2667.93 feet along the South line of the SE1/4 of said Section 34 to the S1/4 Corner of said Section 34;

Thence S89°42'24"W, 2667.93 feet along the South line of the SW1/4 of said Section 34 to the Southeast Corner of Section 33, T13S, R65W of the 6th P.M.;

Thence S89°46'01"W, 1406.11 feet along the South line of the SE1/4 of said Section 33 to the Northerly right-of-way line of Constitution Avenue according to the plat of Constitution Avenue/Peterson Road Right-of-Way as recorded in Plat Book V-3 at Page 169 of the records of El Paso County, Colorado;

Thence Westerly, 478.38 feet along the Northerly right-of-way line of said Constitution Avenue and along the arc of a curve concave to the South to a point tangent, said arc having a radius of 1897.00 feet, a central angle of 14°26'56" and being subtended by a chord that bears N83°00'31"W, 477.12 feet;

Thence S89°46'01"W, 756.41 feet along the North right-of-way line of said Constitution Avenue to the East line of the West 10.00 feet of the E1/2 of said Section 33;

Thence N00°07'25"W, 2623.57 feet along the East line of the West 10.00 feet of the E1/2 of said Section 33;

Thence N89°46'30"E, 10.00 feet to the East line of the West 20.00 feet of the E1/2 of said Section 33;

## Legal Description

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Thence N00°07'25"W, 2683.58 feet along the East line of the West 20.00 feet of the E1/2 of said Section 33 to the South line of the SE1/4 of Section 28, T13S, R65W of the 6th P.M.;

Thence S89°46'59"W, 20.00 feet along the South line of the SE1/4 of said Section 28 to the S1/4 Corner of said Section 28;

Thence N00°00'08"W, 1596.57 feet along the North-South Centerline of said Section 28;

Thence N85°40'16"W, 795.81 feet to a point of curve to the left;

Thence Southwesterly, 2061.64 feet along the arc of said curve to the East line of the West 60.00 feet of the SW1/4 of said Section 28, said arc having a radius of 2010.08 feet, a central angle of 58°45'56" and being subtended by a chord that bears S64°56'46"W, 1972.45 feet;

Thence N00°14'59"W, 2254.91 feet along the East line of the West 60.00 feet of said Section 28;

Thence S89°45'01"W, 30.00 feet to the East line of the West 30.00 feet of the NW1/4 of said Section 28;

Thence N00°14'59"W, 888.28 feet along the East line of the West 30.00 feet of the NW1/4 of said Section 28 to the South line of the N1/2 of the NW1/4 of said Section 28;

Thence N89°48'20"E, 2624.04 feet along the South line of the N1/2 of the NW1/4 of said Section 28 to the Southeast Corner thereof;

Thence N89°48'20"E, 2654.18 feet along the South line of the N1/2 of the NE1/4 of said Section 28 to the Southeast Corner thereof;

Thence S89°09'53"E, 1294.71 feet along the South line of the N1/2 of the NW1/4 of Section 27, T13S, R65W of the 6th P.M.;

Thence N00°14'25"E, 2644.50 feet to the North line of the S1/2 of the SW1/4 of Section 22, T13S, R65W of the 6th P.M.;

Thence N88°59'56"W, 1294.74 feet along the North line of the S1/2 of the SW1/4 of said Section 22 to the Northwest Corner thereof;

Thence S89°46'42"W, 2663.01 feet along the North line of the S1/2 of the SE1/4 of Section 21, T13S, R65W of the 6th P.M. to the Northwest Corner thereof;

Thence S89°46'42"W, 2663.23 feet along the North line of the S1/2 of the SW1/4 of said Section 21 to a point on the existing City limits of the City of Colorado Springs;

## Legal Description

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Thence N00°02'53"W, 1110.88 feet along the existing City limits of the City of Colorado Springs;

Thence N43°27'21"E, 290.52 feet to the East-West Centerline of said Section 21;

Thence N89°44'38"E, 1135.34 feet along the East-West Centerline of said Section 21 to the East line of the West 2.00 feet of the E1/2 of the NW1/4 of said Section 21;

Thence N00°01'36"E, 2613.76 feet along the East line of the West 2.00 feet of the E1/2 of the NW1/4 of said Section 21 to the South line of the North 30.00 feet of the NW1/4 of said Section 21;

Thence N89°39'32"E, 1334.77 feet along the South line of the North 30.00 feet of the NW1/4 of said Section 21 to the North-South Centerline of said Section 21;

Thence N00°06'06"E, 30.00 feet along the North-South Centerline of said Section 21 to the N1/4 Corner of said Section 21;

Thence N89°41'31"E, 2672.73 feet along the North line of the NE1/4 of said Section 21 to the Northeast Corner of said Section 21;

Thence N00°20'46"E, 2646.52 feet along the West line of the SW1/4 of Section 15, T13S, R65W of the 6th P.M. to the W1/4 Corner of said Section 15;

Thence N00°20'46"E, 2646.52 feet along the West line of the NW1/4 of said Section 15 to the Northwest Corner of said Section 15;

Thence S89°41'52"E, 1335.18 feet along the North line of the NW1/4 of said Section 15 to the Southwest Corner of the E1/2 of the SW1/4 of Section 10, T13S, R65W of the 6th P.M.;

Thence N00°12'56"W, 2660.25 feet along the West line of the E1/2 of the SW1/4 of said Section 10 to the Northwest Corner thereof;

Thence N00°12'56"W, 1315.13 feet along the West line of the E1/2 of the NW1/4 of said Section 10 to the South line of the North 15.00 feet of the S1/2 of the NW1/4 of said Section 10;

Thence N89°58'24"E, 100.00 feet along the South line of the North 15.00 feet of the S1/2 of the NW1/4 of said Section 10 to an East line of Parcel No. 7 conveyed to Frank A. Aries as described in Deed recorded in Book 5074 at Page 71 of the records of El Paso County, Colorado;

Thence S00°12'56"E, 379.31 feet along an East line of Parcel No. 7 as described in said Book 5074 at Page 71 to a North line thereof;



## Legal Description

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Thence N89°51'57"E, 3954.82 feet along a North line of Parcel No. 7 as described in said Book 5074 at Page 71 to the West line of the NW1/4 of Section 11, T13S, R65W of the 6th P.M.;

Thence S89°07'50"E, 3584.05 feet along a North line of Parcel No. 7 as described in said Book 5074 at Page 71 to the West line of that tract of land conveyed to the City of Colorado Springs as described in Deed recorded in Book 2609 at Page 177 of the records of El Paso County, Colorado;

Thence S00°08'47"W, 145.14 feet along the West line of that tract of land as described in said Book 2609 at Page 177 to the Southwest Corner thereof;

Thence S89°07'50"E, 1120.00 feet along the South line of that tract of land as described in said Book 2609 at Page 177 to the West line of that tract of land conveyed to Public Service Company of Colorado as described in Book 2194 at Page 154 of the records of El Paso County, Colorado;

Thence S00°08'47"W, 3391.13 feet along the West line of that tract of land as described in said Book 2194 at Page 154 to the South line of the SE1/4 of said Section 11;

Thence S00°07'19"W, 2696.66 feet along the West line of that tract of land as described in said Book 2194 at Page 154 to the East-West Centerline of Section 14, T13S, R65W of the 6th P.M.;

Thence S00°08'48"W, 2371.82 feet along the West line of that tract of land as described in said Book 2194 at Page 154 to the Northwesternly right-of-way line of U.S. Highway No. 24;

Thence S61°31'00"E, 100.00 feet to the Southeasterly right-of-way line of said U.S. Highway No. 24;

Thence N28°29'00"E, 284.48 feet along the Southeasterly right-of-way line of said U.S. Highway No. 24 to the Southerly line of Parcel No. 4 conveyed to the Department of Highways as described in Deed recorded in Book 1848 at Page 84 of the records of El Paso County, Colorado;

Thence S60°30'39"E, 82.55 feet along the Southerly line of Parcel No. 4 as described in said Book 1848 at Page 84 to the West line of the East 30.00 feet of the SE1/4 of said Section 14;

Thence S00°08'48"W, 489.02 feet along the West line of the East 30.00 feet of the SE1/4 of said Section 14;

Thence S00°27'37"E, 5277.57 feet along the West line of the East 30.00 feet of the NE1/4 and along the West line of the East 30.00 feet of the SE1/4 of Section 23, T13S, R65W of the 6th P.M.;

**Legal Description**

Thence S00°29'14"W, 1318.00 feet along the West line of the East 30.00 feet of the NE1/4 of Section 26, T13S, R65W of the 6th P.M. to the South line of the N1/2 of the NE1/4 of said Section 26;

Thence S89°52'20"E, 30.00 feet along the South line of the N1/2 of the NE1/4 of said Section 26 to the Northwest Corner of the SW1/4 of the NW1/4 of Section 25, T13S, R65W of the 6th P.M.;

Thence N89°48'05"E, 1316.32 feet along the North line of the SW1/4 of the NW1/4 of said Section 25 to the Northeast Corner thereof;

Thence S05°35'02"W, 1325.77 feet to the East-West Centerline of said Section 25;

Thence N89°51'08"E, 1438.52 feet along the East-West Centerline of said Section 25 to the Center of said Section 25;

Thence S00°17'42"W, 2600.69 feet along the North-South Centerline of said Section 25 to the North line of the South 40.00 feet of the SW1/4 of said Section 25;

Thence S89°57'10"W, 1322.86 feet along the North line of the South 40.00 of the SW1/4 of said Section 25 to the West line of the SE1/4 of the SW1/4 of said Section 25;

Thence N00°23'27"E, 1279.20 feet along the West line of the SE1/4 of the SW1/4 of said Section 25 to the Northwest Corner thereof;

Thence S89°54'09"W, 660.00 feet along the South line of the N1/2 of the SW1/4 of said Section 25;

Thence N00°05'51"W, 30.00 feet;

Thence S89°54'09"W, 660.42 feet parallel with the South line of the N1/2 of the SW1/4 of said Section 25 to the East line of the SE1/4 of said Section 26;

Thence S00°29'14"W, 1298.06 feet along the East line of the SE1/4 of said Section 26;

Thence N89°30'39"W, 90.00 feet;

Thence S00°29'21"W, 50.24 feet to the South line of the SE1/4 of said Section 26;

Thence S00°29'21"W, 1319.79 feet parallel with the East line of the NE1/4 of Section 35, T13S, R65W of the 6th P.M. to the South line of the NE1/4 of the NE1/4 of said Section 35;

Thence N89°42'51"W, 1235.91 feet along the South line of the NE1/4 of the NE1/4 of said Section 35 to the Southwest Corner thereof;

## Legal Description

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Thence S00°40'46"W, 1320.89 feet along the East line of the SW1/4 of the NE1/4 of said Section 35 to the Southeast Corner thereof;

Thence S00°40'46"W, 1320.89 feet along the East line of the NW1/4 of the SE1/4 of said Section 35 to the Southeast Corner thereof;

Thence N89°48'48"W, 1334.69 feet along the South line of the NW1/4 of the SE1/4 of said Section 35 to the Southwest Corner thereof;

Thence S00°52'09"W, 1322.08 feet along the North-South Centerline of said Section 35 to the S1/4 Corner of said Section 35;

Thence S89°51'44"E, 2678.16 feet along the North line of the NE1/4 of Section 2, T14S, R65W of the 6th P.M. to the Northeast Corner of said Section 2;

Thence S89°52'56"E, 2663.38 feet along the North line of the NW1/4 of Section 1, T14S, R65W of the 6th P.M. to the N1/4 Corner of said Section 1;

Thence S00°01'58"E, 1358.28 feet along the North-South Centerline of said Section 1 to the Southwest Corner of Government Lot 1 in said Section 1;

Thence N89°49'10"E, 1328.01 feet along the South line of said Government Lot 1 to the Southeast Corner of the W1/2 of said Government Lot 1 in said Section 1;

Thence N00°07'23"E, 1351.36 feet along the East line of the W1/2 of said Government Lot 1 in said Section 1 to the Northeast Corner thereof;

Thence S89°52'56"E, 1331.69 feet along the North line of the NE1/4 of said Section 1 to the Northeast Corner of said Section 1;

Thence S00°16'46"W, 1344.45 feet along the East line of the NE1/4 of said Section 1 to the Northwest Corner of the S1/2 of the NW1/4 of Section 6, T14S, R64W of the 6th P.M.;

Thence S88°04'33"E, 2604.35 feet along the North line of the S1/2 of the NW1/4 of said Section 6 to the Northeast Corner thereof;

Thence S00°35'19"E, 1327.14 feet along the North-South Centerline of said Section 6 to the Center of said Section 6;

Thence N88°28'10"W, 300.20 feet along the East-West Centerline of said Section 6;

Thence S00°35'19"E, 1329.22 feet parallel with the North-South Centerline of said Section 6 to the South line of the N1/2 of the SW1/4 of said Section 6;

## Legal Description

Thence N88°51'22"W, 944.41 feet along the South line of the N1/2 of the SW1/4 of said Section 6 to the Northeast Corner of the SW1/4 of the SW1/4 of said Section 6;

Thence S00°04'06"E, 1335.24 feet along the East line of the SW1/4 of the SW1/4 of said Section 6 to the Southeast Corner thereof;

Thence S89°14'14"E, 856.45 feet along the North line of the NW1/4 of Section 7, T14S, R64W of the 6th P.M.;

Thence S00°43'20"W, 1316.11 feet parallel with the North-South Centerline of said Section 7 to the South line of the N1/2 of the NW1/4 of said Section 7;

Thence N89°20'08"W, 2253.13 feet along the South line of the N1/2 of the NW1/4 of said Section 7 to the Southwest Corner thereof;

Thence N89°40'23"W, 1767.56 feet along the South line of the N1/2 of the NE1/4 of Section 12, T14S, R65W of the 6th P.M. to the West line of the East 450.00 feet of the SW1/4 of the NE1/4 of said Section 12;

Thence S00°17'12"W, 1314.94 feet along the West line of the East 450.00 feet of the SW1/4 of the NE1/4 of said Section 12 to the North line of the South 5.00 feet of the NE1/4 of said Section 12;

Thence N89°40'13"W, 1283.04 feet along the North line of the South 5.00 feet of the NE1/4 of said Section 12 and along the North line of the South 5.00 feet of the NW1/4 of said Section 12;

Thence S00°15'03"E, 1326.71 feet;

Thence S88°23'29"E, 397.10 feet to the West line of the East 5.00 feet of the SW1/4 of said Section 12;

Thence S00°18'32"W, 1259.55 feet along the West line of the East 5.00 feet of the SW1/4 of said Section 12 to the North line of the South 50.00 feet of the SW1/4 of said Section 12;

Thence N89°39'32"W, 800.00 feet along the North line of the South 50.00 feet of the SW1/4 of said Section 12;

Thence N88°13'35"W, 400.00 feet;

Thence N82°16'19"W, 700.00 feet;

Thence N86°00'37"W, 550.00 feet;

Thence S82°40'44"W, 150.00 feet;

## Legal Description

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Thence N66°39'47"W, 240.00 feet;

Thence S00°03'12"E, 130.00 feet;

Thence S89°56'48"W, 175.44 feet;

Thence S69°27'33"W, 200.00 feet;

Thence S86°07'27"W, 150.00 feet;

Thence S89°56'48"W, 650.00 feet to the West line extended Northerly of the East 5.00 feet of the W1/2 of the NE1/4 of Section 14, T14S, R65W of the 6th P.M.;

Thence S00°16'12"E, 1356.83 feet along the West line extended Northerly of the East 5.00 feet and along the West line of the East 5.00 feet of the W1/2 of the NE1/4 of said Section 14 to the South line of the North 5.00 feet of the S1/2 of the NE1/4 of said Section 14;

Thence N89°47'20"E, 1295.60 feet along the South line of the North 5.00 feet of the S1/2 of the NE1/4 of said Section 14 to the West line of the East 50.00 feet of the NE1/4 of said Section 14;

Thence S00°27'04"E, 1297.34 feet along the West line of the East 50.00 feet and along the West line extended Southerly of the East 50.00 feet of the NE1/4 of said Section 14 to the South line extended Westerly of the North 5.00 feet of the SW1/4 of Section 13, T14S, R65W of the 6th P.M.;

Thence S89°17'05"E, 1358.14 feet along the South line extended Westerly of the North 5.00 feet and along the South line of the North 5.00 feet of the SW1/4 of said Section 13 to the East line extended Southerly of the West 5.00 feet of the SE1/4 of the NW1/4 of said Section 13;

Thence N00°06'56"W, 1302.34 feet along the East line extended Southerly of the West 5.00 feet and along the East line of the West 5.00 feet of the SE1/4 of the NW1/4 of said Section 13 to the South line of the North 5.00 feet of the SE1/4 of the NW1/4 of said Section 13;

Thence S89°28'22"E, 1300.68 feet along the South line of the North 5.00 feet of the SE1/4 of the NW1/4 of said Section 13 to the West line of the East 5.00 feet of the W1/2 of said Section 13;

Thence S00°13'05"W, 3941.39 feet along the West line of the East 5.00 feet of the W1/2 of said Section 13;



## Legal Description

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Thence S00°15'55"W, 5300.95 feet along the West line of the East 5.00 feet of the W1/2 of Section 24, T14S, R65W of the 6th P.M. and along the West line extended Southerly of the East 5.00 feet of the W1/2 of said Section 24 to the South line extended Westerly of the North 50.00 feet of the NE1/4 of Section 25, T14S, R65W of the 6th P.M.;

Thence S89°14'56"E, 2590.12 feet along the South line extended Westerly of the North 50.00 feet and along the South line of the North 50.00 feet of the NE1/4 of said Section 25 to the West line of the East 50.00 feet of the NE1/4 of said Section 25;

Thence S00°15'33"W, 2581.25 feet along the West line of the East 50.00 feet of the NE1/4 of said Section 25;

Thence S00°15'33"W, 2580.97 feet along the West line of the East 50.00 feet of the SE1/4 of said Section 25 to the North line of the South 50.00 feet of the SE1/4 of said Section 25;

Thence N89°54'54"W, 2610.63 feet along the North line of the South 50.00 feet of the SE1/4 of said Section 25;

Thence N89°52'35"W, 34.83 feet along the North line of the South 50.00 feet of the SW1/4 of said Section 25 to the West line extended Northerly of the East 35.00 feet of the W1/2 of Section 36, T14S, R65W of the 6th P.M.;

Thence S00°17'51"W, 5254.98 feet along the West line extended Northerly of the East 35.00 feet and along the West line of the East 35.00 feet of the W1/2 of said Section 36 to the North line of the South 75.00 feet of the SW1/4 of said Section 36;

Thence S89°54'20"W, 2622.38 feet along the North line of the South 75.00 feet of the SW1/4 of said Section 36 to the West line of the SW1/4 of said Section 36;

Thence N00°30'00"E, 2570.03 feet along the West line of the SW1/4 of said Section 36 to the W1/4 Corner of said Section 36;

Thence N00°30'00"E, 2645.03 feet along the West line of the NW1/4 of said Section 36 to the Northwest Corner of said Section 36;

Thence N00°29'58"E, 5290.35 feet along the West line of said Section 25 to the Southeast Corner of Section 23, T14S, R65W of the 6th P.M.;

Thence S89°44'53"W, 1528.09 feet along the South line of the SE1/4 of said Section 23 to a point on a line from which the True Point of Beginning bears N00°16'30"W;

## Legal Description

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Thence N00°16'30"W, 18,454.90 feet to the TRUE POINT OF BEGINNING.

Gross area = 10,675.309 Acres, more or less.

EXCEPT that tract of land conveyed to Colorado Interstate Gas Company as described in Deed recorded in Book 2115 at Page 137 of the records of El Paso County, Colorado, located in the SW1/4 of Section 28, T13S, R65W of the 6th P.M., more particularly described as follows:

Commencing at the Southwest Corner of said Section 28, thence N00°14'59"W, 2017.40 feet along the West line of the SW1/4 of said Section 28; thence due East 644.20 feet to the Southwest Corner of that tract of land as described in said Book 2115 at Page 137 and the TRUE POINT OF BEGINNING;

Thence S90°00'00"E, 150.00 feet along the South line of that tract of land as described in said Book 2115 at Page 137 to the Southeast Corner thereof;

Thence N00°00'00"E, 100.00 feet along the East line of that tract of land as described in said Book 2115 at Page 137 to the Northeast Corner thereof;

Thence N90°00'00"W, 150.00 feet along the North line of that tract of land as described in said Book 2115 at Page 137 to the Northwest Corner thereof;

Thence S00°00'00"W, 100.00 feet along the West line of that tract of land as described in said Book 2115 at Page 137 to the TRUE POINT OF BEGINNING.

Area = 0.344 Acres, more or less.

EXCEPT a tract of land located in Section 28, T13S, R65W of the 6th P.M., described as follows:

Commencing at the Southwest Corner of said Section 28, thence N00°14'59"W, 2417.20 feet along the West line of the SW1/4 of said Section 28; thence N89°35'53"E, 654.64 feet to the TRUE POINT OF BEGINNING;

Thence continuing N89°35'53"E, 149.72 feet;

Thence N00°01'35"W, 99.45 feet;

Thence S89°46'41"W, 149.95 feet;

## Legal Description

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Thence S00°09'40"E, 99.92 feet to the TRUE POINT OF BEGINNING.

Area = 0.343 Acres, more or less.

EXCEPT that tract of land conveyed to Colorado Interstate Gas Company as described in Deed recorded in Book 1981 at Page 16 of the records of El Paso County, Colorado, located in the W1/2 of Section 28, T13S, R65W of the 6th P.M., more particularly described as follows:

Commencing at the Southwest Corner of said Section 28, thence N00°14'59"W, 2643.80 feet along the West line of the SW1/4 of said Section 28; thence due East 654.70 feet to the Southwest Corner of that tract of land as described in said Book 1981 at Page 16 and the TRUE POINT OF BEGINNING;

Thence S90°00'00"E, 150.00 feet along the South line of that tract of land as described in said Book 1981 at Page 16 to the Southeast Corner thereof;

Thence N00°00'00"E, 100.00 feet along the East line of that tract of land as described in said Book 1981 at Page 16 to the Northeast Corner thereof;

Thence N90°00'00"W, 150.00 feet along the North line of that tract of land as described in said book 1981 at Page 16 to the Northwest Corner thereof;

Thence S00°00'00"W, 100.00 feet along the West line of that tract of land as described in said Book 1981 at Page 16 to the TRUE POINT OF BEGINNING.

Area = 0.344 Acres, more or less.

EXCEPT a portion of the Chicago, Rock Island and Pacific Railway right-of-way located in Sections 14, 15, 22, 27, and 28, all in T13S, R65W of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Northeast Corner of Section 34, T13S, R65W of the 6th P.M., from which the Southeast Corner of said Section 34 bears S01°14'52"W (basis of bearing - true meridian), 5298.00 feet, thence N89°33'25"W, 5471.41 feet along the South line of said Section 27 to the Southwest Corner of said Section 27; thence N00°14'22"E, 2440.15 feet along the West line of the SW1/4 of said Section 27 to the Northwestern right-of-way line of the Chicago, Rock Island and Pacific Railway and the TRUE POINT OF BEGINNING;



## Legal Description

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The following three courses and distances are along the Northwestern right-of-way line of said Chicago, Rock Island and Pacific Railway:

Thence  $S61^{\circ}11'46''W$ , 1100.24 feet to a point of curve to the right;

Thence Southwesterly, 1598.92 feet along the arc of said curve to a point tangent, said arc having a radius of 2764.93 feet, a central angle of  $33^{\circ}08'00''$  and being subtended by a chord that bears  $S77^{\circ}45'44''W$ , 1576.73 feet;

Thence  $N85^{\circ}40'16''W$ , 143.07 feet to the North-South Centerline of said Section 28;

Thence, leaving the Northwestern right-of-way line of said Chicago, Rock Island and Pacific Railway,  $S00^{\circ}00'08''E$ , 200.57 feet along the North-South Centerline of said Section 28 to the Southeasterly right-of-way line of said Chicago, Rock Island and Pacific Railway;

The following eighteen courses and distances are along the Southeasterly right-of-way line of said Chicago, Rock Island and Pacific Railway:

Thence  $S85^{\circ}40'16''E$ , 127.93 feet to a point of curve to the left;

Thence Northeasterly, 1714.58 feet along the arc of said curve to a point tangent, said arc having a radius of 2964.93 feet, a central angle of  $33^{\circ}08'00''$  and being subtended by a chord that bears  $N77^{\circ}45'44''E$ , 1690.79 feet;

Thence  $N61^{\circ}11'44''E$ , 3745.46 feet to a point of curve to the left;

Thence Northeasterly, 2080.57 feet along the arc of said curve to the North line of the NE1/4 of said Section 27, said arc having a radius of 2010.08 feet, a central angle of  $59^{\circ}18'19''$  and being subtended by a chord that bears  $N31^{\circ}32'35''E$ , 1988.93 feet;

Thence  $N88^{\circ}58'07''W$ , 50.01 feet along the South line of the SE1/4 of said Section 22;

## Legal Description

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Thence Northerly, 435.04 feet along the arc of a curve concave to the West to a point tangent, said arc having a radius of 1960.08 feet, a central angle of  $12^{\circ}43'00''$  and being subtended by a chord that bears  $N04^{\circ}26'46''W$ , 434.15 feet;

Thence  $N10^{\circ}48'16''W$ , 2888.88 feet to a point of curve to the right;

Thence Northeasterly, 2931.52 feet along the arc of said curve to a point tangent, said arc having a radius of 2242.01 feet, a central angle of  $74^{\circ}55'00''$  and being subtended by a chord that bears  $N26^{\circ}39'14''E$ , 2727.11 feet;

Thence  $N64^{\circ}06'44''E$ , 1563.86 feet to the East line of the SE1/4 of said Section 15;

Thence  $S00^{\circ}43'03''E$ , 55.25 feet along the East line of the SE1/4 of said Section 15;

Thence  $N64^{\circ}06'44''E$ , 2933.55 feet to the West line of the SE1/4 of said Section 14;

Thence  $N00^{\circ}17'24''W$ , 55.44 feet along the West line of the SE1/4 of said Section 14;

Thence  $N64^{\circ}06'44''E$ , 620.07 feet to the North line of the SE1/4 of said Section 14;

Thence  $S89^{\circ}55'20''E$ , 114.20 feet along the North line of the SE1/4 of said Section 14;

Thence  $N64^{\circ}06'44''E$ , 728.34 feet to the West line of the E1/2 of the NE1/4 of said Section 14;

Thence  $N00^{\circ}05'00''W$ , 55.54 feet along the West line of the E1/2 of the NE1/4 of said Section 14;

Thence  $N64^{\circ}06'44''E$ , 626.28 feet to a point of curve to the left;

Thence Northeasterly, 503.87 feet along the arc of said curve to the West line of that tract of land conveyed to Public Service Company of Colorado as described in Deed recorded in Book 2194 at Page 154, said arc having a radius of 5779.64 feet, a central angle of  $4^{\circ}59'42''$  and being subtended by a chord that bears  $N61^{\circ}36'53''E$ , 503.71 feet;

## Legal Description

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Thence, leaving the Southeasterly right-of-way line of said Chicago, Rock Island and Pacific Railway,  $N00^{\circ}07'19"E$ , 117.04 feet along the West line extended Northerly of that tract of land as described in said Book 2194 at Page 154 to the Northwestern right-of-way line of said Chicago, Rock Island and Pacific Railway;

The following eleven courses and distances are along the Northwestern right-of-way line of said Chicago, Rock Island and Pacific Railway:

Thence Southwesterly, 555.44 feet along the arc of a curve concave to the Northwest to a point tangent, said arc having a radius of 5679.64 feet, a central angle of  $5^{\circ}36'12"$  and being subtended by a chord that bears  $S61^{\circ}18'38"W$ , 555.22 feet;

Thence  $N25^{\circ}53'16"W$ , 50.00 feet;

Thence  $S64^{\circ}06'44"W$ , 4965.06 feet to the East line of the SE1/4 of said Section 15;

Thence  $S00^{\circ}43'03"E$ , 55.25 feet along the East line of the SE1/4 of said Section 15;

Thence  $S64^{\circ}06'44"W$ , 1610.85 feet to a point of curve to the left;

Thence Southwesterly, 3062.28 feet along the arc of said curve to a point tangent, said arc having a radius of 2342.01 feet, a central angle of  $74^{\circ}55'00"$  and being subtended by a chord that bears  $S26^{\circ}39'14"W$ , 2848.75 feet;

Thence  $S10^{\circ}48'16"E$ , 2888.88 feet to a point of curve to the right;

Thence Southerly, 414.38 feet along the arc of said curve to the South line of the SE1/4 of said Section 22, said arc having a radius of 1860.08 feet, a central angle of  $12^{\circ}45'51"$  and being subtended by a chord that bears  $S04^{\circ}25'21"E$ , 413.53 feet;

Thence  $N88^{\circ}58'07"W$ , 50.01 feet along the South line of the SE1/4 of said Section 22;

## Legal Description

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Thence Southwesterly, 1870.56 feet along the arc of a curve concave to the Northwest to a point tangent, said arc having a radius of 1810.08 feet, a central angle of  $59^{\circ}12'37''$  and being subtended by a chord that bears  $S31^{\circ}35'26''W$ , 1788.43 feet;

Thence  $S61^{\circ}11'44''W$ , 2645.22 feet to the TRUE POINT OF BEGINNING.

Area = 75.338 acres, more or less.

Area to be annexed = 10,598.940 Acres, more or less.

## Legal Description

A tract of land located in Sections 9 and 10, T13S, R65W of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Southeast Corner of Section 34, T13S, R65W of the 6th P.M., from which the Northeast Corner of said Section 34 bears  $N01^{\circ}14'52''E$  (basis of bearing - true meridian), 5298.00 feet, thence  $S89^{\circ}42'24''W$ , 2667.93 feet along the South line of the SE1/4 of said Section 34 to the S1/4 Corner of said Section 34; thence  $S89^{\circ}42'24''W$ , 2667.93 feet along the South line of the SW1/4 of said Section 34 to the Southwest Corner of said Section 34; thence  $N00^{\circ}12'53''W$ , 2683.20 feet along the West line of the SW1/4 of said Section 34 to the W1/4 Corner of said Section 34; thence  $N00^{\circ}12'53''W$ , 2683.20 feet along the West line of the NW1/4 of said Section 34 to the Southwest Corner of Section 27, T13S, R65W of the 6th P.M.; thence  $N00^{\circ}14'22''E$ , 2648.24 feet along the West line of the SW1/4 of said Section 27 to the W1/4 Corner of said Section 27; thence  $N00^{\circ}14'22''E$ , 2648.24 feet along the West line of the NW1/4 of said Section 27 to the Southwest Corner of Section 22, T13S, R65W of the 6th P.M.; thence  $N00^{\circ}14'29''E$ , 2648.25 feet along the West line of the SW1/4 of said Section 22 to the W1/4 Corner of said Section 22; thence  $N00^{\circ}14'29''E$ , 2648.25 feet along the West line of the NW1/4 of said Section 22 to the Northwest Corner of said Section 22; thence  $N00^{\circ}20'46''E$ , 2646.52 feet along the West line of the SW1/4 of Section 15, T13S, R65W of the 6th P.M. to the W1/4 Corner of said Section 15; thence  $N00^{\circ}20'46''E$ , 2646.52 feet along the West line of the NW1/4 of said Section 15 to the Southeast Corner of Section 9, T13S, R65W of the 6th P.M. and the TRUE POINT OF BEGINNING;

Thence  $N89^{\circ}50'56''W$ , 2681.55 feet to the North line of the South 12.00 feet of the SW1/4 of said Section 9;

Thence  $S89^{\circ}52'48''W$ , 2619.55 feet along the North line of the South 12.00 feet of the SW1/4 of said Section 9 to the East right-of-way line of Marksheffel Road;

Thence  $N00^{\circ}14'49''E$ , 2913.68 feet along the East right-of-way line of said Marksheffel Road to a point of curve to the right;

Thence Northeasterly, 830.71 feet along the arc of said curve and along the Easterly right-of-way line of Marksheffel Road to a point tangent, said arc having a radius of 1577.02 feet, a central angle of  $30^{\circ}10'52''$  and being subtended by a chord that bears  $N15^{\circ}20'15''E$ , 821.14 feet;

Thence  $N30^{\circ}25'41''E$ , 296.84 feet along the Easterly right-of-way line of Marksheffel Road to the South line of the North 10.00 feet of the S1/2 of the NW1/4 of said Section 9;

Thence  $N89^{\circ}52'04''E$ , 2234.82 feet along the South line of the North 10.00 feet and along the South line of the North 10.00 feet extended Easterly of the S1/2 of the NW1/4 of said Section 9 to the South line of the North 10.00 feet of the S1/2 of the NE1/4 of said Section 9;



## Legal Description

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Thence N89°54'15"E, 2653.05 feet along the South line of the North 10.00 feet of the S1/2 of the NE1/4 of said Section 9 to the East line of the NE1/4 of said Section 9;

Thence S00°28'40"E, 5.00 feet along the East line of the NE1/4 of said Section 9 to the South line of the North 15.00 feet of the SW1/4 of the NW1/4 of Section 10, T13S, R65W of the 6th P.M.;

Thence N89°58'24"E, 1353.30 feet along the South line of the North 15.00 feet of the SW1/4 of the NW1/4 of said Section 10 to the East line of the SW1/4 of the NW1/4 of said Section 10;

Thence S00°12'56"E, 1315.13 feet along the East line of the SW1/4 of the NW1/4 of said Section 10 to the Southeast Corner thereof;

Thence S00°12'56"E, 2660.25 feet along the East line of the W1/2 of the SW1/4 of said Section 10 to the Southeast Corner thereof;

Thence N89°41'52"W, 1335.18 feet along the South line of the SW1/4 of said Section 10 to the TRUE POINT OF BEGINNING.

Area = 599.720 acres, more or less.

## Legal Description

A tract of land located in the S1/2 of the S1/2 of Section 21, in the SW1/4 of the SW1/4 of Section 22, in the NW1/4 of the NW1/4 of Section 27 and in the N1/2 of the N1/2 of Section 28, all in T13S, R65W of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Southeast Corner of Section 34, T13S, R65W of the 6th P.M., from which the Northeast Corner of said Section 34 bears N01°14'52"E (basis of bearing - true meridian), 5298.00 feet, thence S89°42'24"W, 2667.93 feet along the South line of the SE1/4 of said Section 34 to the S1/4 Corner of said Section 34; thence S89°42'24"W, 2667.93 feet along the South line of the SW1/4 of said Section 34 to the Southwest Corner of said Section 34; thence N00°12'53"W, 2683.20 feet along the West line of the SW1/4 of said Section 34 to the W1/4 Corner of said Section 34; thence N00°12'53"W, 2683.20 feet along the West line of the NW1/4 of said Section 34 to the Northwest Corner of said Section 34; thence N00°14'22"E, 2648.24 feet along the East line of the SE1/4 of Section 28, T13S, R65W of the 6th P.M. to the E1/4 Corner of said Section 28; thence N00°14'22"E, 1324.12 feet along the East line of the NE1/4 of said Section 28 to the Southwest Corner of the N1/2 of the NW1/4 of said Section 27 and the TRUE POINT OF BEGINNING;

Thence S89°09'53"E, 1294.71 feet along the South line of the N1/2 of the NW1/4 of said Section 27;

Thence N00°14'25"E, 2644.50 feet to the North line of the S1/2 of the SW1/4 of said Section 22;

Thence N88°59'56"W, 1294.74 feet along the North line of the S1/2 of the SW1/4 of said Section 22 to the Northwest Corner thereof;

Thence S89°46'42"W, 2663.01 feet along the North line of the S1/2 of the SE1/4 of said Section 21 to the Northwest Corner thereof;

Thence S89°46'42"W, 2633.23 feet along the North line of the S1/2 of the SW1/4 of said Section 21 to the East right-of-way line of Marksheffel Road;

Thence S00°02'53"E, 1320.90 feet along the East right-of-way line of Marksheffel Road;

Thence S00°14'59"E, 1324.77 feet along the East right-of-way line of Marksheffel Road to the South line of the N1/2 of the NW1/4 of said Section 28;

Thence N89°48'20"E, 2624.04 feet along the South line of the N1/2 of the NW1/4 of said Section 28 to the Southeast Corner thereof;

Thence N89°48'20"E, 2654.18 feet along the South line of the N1/2 of the NE1/4 of said Section 28 to the TRUE POINT OF BEGINNING.

Area = 400.000 acres, more or less.

## Legal Description

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A strip of land located in the S1/2 of the S1/2 of Section 34, T14S, R65W of the 6th P.M. and in the N1/2 of the N1/2 of Section 3, T15S, R65W of the 6th P.M., all in the County of El Paso, State of Colorado, described as follows:

Commencing at the Southeast Corner of said Section 34, from which the Northeast Corner of said Section 34 bears N00°36'38"E (basis of bearing - True Meridian), 5280.16 feet, thence S00°09'55"E, 30.00 feet to a point on the South right-of-way line of Drennan Road; thence S89°51'19"W, 1682.88 feet along the South right-of-way line of said Drennan Road to a Westerly line and a Westerly line extended Northerly of Parcel "D" as described in Instrument recorded in Book 5250 at Page 819 of the records of El Paso County, Colorado, and the TRUE POINT OF BEGINNING;

Thence N00°02'36"W, 110.00 feet along a Westerly line and a Westerly line extended Northerly of said Parcel "D";

Thence S89°50'56"W, 1626.75 feet to a point on the East line extended Northerly of Exception No. 1 to Parcel "D" as described in Instrument recorded in said Book 5250 at Page 819;

Thence S00°03'03"W, 110.00 feet along the East line extended Northerly of said Exception No. 1 to Parcel "D" to a point on the South right-of-way line of said Drennan Road;

Thence N89°50'25"E, 687.13 feet along the South right-of-way line of said Drennan Road;

Thence N89°51'19"E, 939.81 feet along the South right-of-way line of said Drennan Road to the TRUE POINT OF BEGINNING.

Area = 4.106 acres, more or less.



## Legal Description

A tract of land located in Sections 13, 14, 24, 25 and 36, T14S, R65W and in Sections 1 and 2, T15S, R65W, all of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Southeast Corner of Section 34, T13S, R65W of the 6th P.M., from which the Northeast Corner of said Section 34 bears N01°14'52"E (basis of bearing - true meridian), 5298.00 feet, thence S00°03'49"E, 10655.76 feet to the Northwest Corner of said Section 14; thence N89°56'48"E, 4009.47 feet along the North line of said Section 14 to the Northeast Corner of the NW1/4 of the NE1/4 of said Section 14 and the TRUE POINT OF BEGINNING;

Thence S89°56'48"W, 5.00 feet along the North line of said Section 14 to the West line of the East 5.00 feet of the W1/2 of the NE1/4 of said Section 14;

Thence S00°16'12"E, 1306.83 feet along the West line of the East 5.00 feet of the W1/2 of the NE1/4 of said Section 14 to the South line of the North 5.00 feet of the S1/2 of the NE1/4 of said Section 14;

Thence N89°47'20"E, 1295.60 feet along the South line of the North 5.00 feet of the S1/2 of the NE1/4 of said Section 14 to the West line of the East 50.00 feet of the NE1/4 of said Section 14;

Thence S00°27'04"E, 1297.34 feet along the West line of the East 50.00 feet and along the West line extended Southerly of the East 50.00 feet of the NE1/4 of said Section 14 to the South line extended Westerly of the North 5.00 feet of the SW1/4 of said Section 13;

Thence S89°17'05"E, 1358.14 feet along the South line extended Westerly of the North 5.00 feet and along the South line of the North 5.00 feet of the SW1/4 of said Section 13 to the East line extended Southerly of the West 5.00 feet of the SE1/4 of the NW1/4 of said Section 13;

Thence N00°06'56"W, 1302.34 feet along the East line extended Southerly of the West 5.00 feet and along the East line of the West 5.00 feet of the SE1/4 of the NW1/4 of said Section 13 to the South line of the North 5.00 feet of the SE1/4 of the NW1/4 of said Section 13;

Thence S89°28'22"E, 1300.68 feet along the South line of the North 5.00 feet of the SE1/4 of the NW1/4 of said Section 13 to the West line of the East 5.00 feet of the W1/2 of said Section 13;

Thence S00°13'05"W, 3941.39 feet along the West line of the East 5.00 feet of the W1/2 of said Section 13;

Thence S00°15'55"W, 5300.95 feet along the West line of the East 5.00 feet of the W1/2 of said Section 24 and along the West line extended Southerly of the East 5.00 feet of the W1/2 of said Section 24 to the South line extended Westerly of the North 50.00 feet of the NE1/4 of said Section 25;

## Legal Description

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Thence S89°14'56"E, 2590.12 feet along the South line extended Westerly of the North 50.00 feet and along the South line of the North 50.00 feet of the NE1/4 of said Section 25 to the West line of the East 50.00 feet of the NE1/4 of said Section 25;

Thence S00°15'33"W, 2581.25 feet along the West line of the East 50.00 feet of the NE1/4 of said Section 25;

Thence S00°15'33"W, 2580.97 feet along the West line of the East 50.00 feet of the SE1/4 of said Section 25 to the North line of the South 50.00 feet of the SE1/4 of said Section 25;

Thence N89°54'54"W, 2610.63 feet along the North line of the South 50.00 feet of the SE1/4 of said Section 25;

Thence N89°52'35"W, 34.83 feet along the North line of the South 50.00 feet of the SW1/4 of said Section 25 to the West line extended Northerly of the East 35.00 feet of the W1/2 of said Section 36;

Thence S00°17'51"W, 5254.98 feet along the West line extended Northerly of the East 35.00 feet and along the West line of the East 35.00 feet of the W1/2 of said Section 36 to the North line of the South 75.00 feet of the SW1/4 of said Section 36;

Thence S89°54'20"W, 2622.38 feet along the North line of the South 75.00 feet of the SW1/4 of said Section 36 to the West line of the SW1/4 of said Section 36;

Thence S00°30'00"W, 75.00 feet along the West line of the SW1/4 of said Section 36 to the Southwest Corner of said Section 36;

Thence S00°05'40"E, 30.00 feet to the South right-of-way line of Drennan Road;

Thence N89°54'20"E, 2627.44 feet along the South right-of-way line of said Drennan Road to the West line extended Southerly of the East 30.00 feet of the W1/2 of said Section 36;

Thence N00°17'51"E, 5309.97 feet along the West line extended Southerly of the East 30.00 feet and along the West line of the East 30.00 feet of the W1/2 of said Section 36 to the South line of the SW1/4 of said Section 25;

Thence S89°52'35"E, 30.00 feet along the South line of the SW1/4 of said Section 25 to the S1/4 Corner of said Section 25;

Thence S89°54'54"E, 2660.50 feet along the South line of the SE1/4 of said Section 25 to the Southeast Corner of said Section 25;

Thence N00°15'33"E, 2630.82 feet along the East line of the SE1/4 of said Section 25 to the E1/4 Corner of said Section 25;

## Legal Description

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Thence N00°15'33"E, 2630.82 feet along the East line of the NE1/4 of said Section 25 to the Northeast Corner of said Section 25;

Thence N89°14'56"W, 2635.11 feet along the North line of the NE1/4 of said Section 25 to the S1/4 Corner of said Section 24;

Thence N00°15'55"E, 5250.99 feet along the East line of the W1/2 of said Section 24 to the S1/4 Corner of said Section 13;

Thence N00°13'05"E, 3946.37 feet along the East line of the W1/2 of said Section 13 to the Northeast Corner of the SE1/4 of the NW1/4 of said Section 13;

Thence N89°28'22"W, 1310.71 feet along the North line of the SE1/4 of the NW1/4 of said Section 13 to the Northwest Corner thereof;

Thence S00°06'56"E, 1302.32 feet along the West line of the SE1/4 of the NW1/4 of said Section 13 to the Southwest Corner thereof;

Thence N89°17'05"W, 1303.16 feet along the North line of the SW1/4 of said Section 13 to the E1/4 Corner of said Section 14;

Thence N00°27'04"W, 1298.15 feet along the East line of the NE1/4 of said Section 14 to the Northeast Corner of the S1/2 of the NE1/4 of said Section 14;

Thence S89°47'20"W, 1340.59 feet along the North line of the S1/2 of the NE1/4 of said Section 14 to the Southeast Corner of the NW1/4 of the NE1/4 of said Section 14;

Thence N00°16'12"W, 1301.81 feet along the East line of the W1/2 of the NE1/4 of said Section 14 to the TRUE POINT OF BEGINNING.

Area = 22.279 acres, more or less.

## Legal Description

A tract of land located in the S1/2 of Section 12, Section 13 and the E1/2 of the E1/2 of Section 14, all in T13S, R65W of the 6th P.M. and in the SW1/4 of the SW1/4 of Section 7 and the NW1/4 of the NW1/4 of Section 18, T13S, R64W of the 6th P.M., County of El Paso, State of Colorado, described as follows:

BEGINNING at the Northwest Corner of said Section 13, from which the W1/4 Corner of said Section 12 bears N00°08'47"E (basis of bearing - True Meridian), 2627.64 feet, thence S89°18'00"E, 1611.26 feet along the North line of the NW1/4 of said Section 13 to the Northwesterly right-of-way line of the former Chicago, Rock Island and Pacific Railway;

Thence N50°06'44"E, 2027.15 feet along the Northwesterly right-of-way line of said former Chicago, Rock Island and Pacific Railway to the North line of the SW1/4 of the SE1/4 of said Section 12;

Thence S89°23'35"E, 554.38 feet along the North line of the SW1/4 of the SE1/4 of said Section 12 to the Southeasterly line of that strip of land conveyed to El Paso County as described in Deed recorded in Book 441 at Page 164 of the records of El Paso County, Colorado;

Thence N50°06'44"E, 84.70 feet along the Southeasterly line of that strip of land as described in said Book 441 at Page 164;

Thence N89°23'35"W, 46.20 feet along the Southeasterly line of that strip of land as described in said Book 441 at Page 164 to the Southeasterly right-of-way line of U.S. Highway No. 24;

Thence N50°06'44"E, 851.34 feet along the Southeasterly right-of-way line of said U.S. Highway No. 24 to the Southwesterly right-of-way line of 8th Street in the TOWN OF FALCON as recorded in Plat Book B at Page 37 of the records of El Paso County, Colorado;

Thence S39°53'16"E, 780.00 feet along the Southwesterly right-of-way line of said 8th Street to the Southeasterly right-of-way line of Eastern Avenue in said TOWN OF FALCON;

Thence N50°06'44"E, 385.33 feet along the Southeasterly right-of-way line of said Eastern Avenue to the Easterly right-of-way line of Meridian Road;

Thence S05°57'47"E, 1474.35 feet along the Easterly right-of-way line of said Meridian Road;

Thence S00°01'46"E, 122.36 feet along the Easterly right-of-way line of said Meridian Road;

Thence S00°10'36"W, 30.33 feet along the Easterly right-of-way line of said Meridian Road to the South right-of-way line of Falcon Highway;

## Legal Description

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Thence N89°18'00"W, 2720.18 feet along the South right-of-way line of said Falcon Highway;

Thence N00°42'00"E, 60.00 feet to the North line of the South 30.00 feet of said Section 12;

Thence N89°18'00"W, 301.96 feet along the North line of the South 30.00 feet of said Section 12 to the Northwesterly line of that tract of land conveyed to El Paso County as described in Treasurer's Deed recorded in Book 1081 at Page 211 of the records of El Paso County, Colorado;

Thence S24°43'38"W, 32.85 feet along the Northwesterly line of that tract of land as described in said Book 1081 at Page 211 to the South line of the SW1/4 of said Section 12;

Thence N89°18'00"W, 234.85 feet along the South line of the SW1/4 of said Section 12 to the Southeasterly right-of-way line of said former Chicago, Rock Island and Pacific Railway;

Thence S50°06'44"W, 971.89 feet along the Southeasterly right-of-way line of said former Chicago, Rock Island and Pacific Railway to the East line of the NW1/4 of the NW1/4 of said Section 13;

Thence S00°08'19"W, 710.40 feet along the East line of the NW1/4 of the NW1/4 of said Section 13 to the Southeast Corner thereof;

Thence S89°34'13"E, 350.20 feet along the North line of the SE1/4 of the NW1/4 of said Section 13 to the Northwesterly right-of-way line of said U.S. Highway No. 24;

Thence S28°29'00"W, 3744.38 feet along the Northwesterly right-of-way line of said U.S. Highway No. 24 to the East line of that tract of land conveyed to Public Service Company of Colorado as described in Deed recorded in Book 2194 at Page 154 of the records of El Paso County, Colorado;

Thence N00°08'48"E, 1954.86 feet along the East line of that tract of land as described in said Book 2194 at Page 154 to a point on the East-West Centerline of said Section 14;

Thence N00°07'19"E, 2697.61 feet along the East line of that tract of land as described in said Book 2194 at Page 154 to the North line of the NE1/4 of said Section 14;

Thence N89°50'14"E, 100.00 feet along the North line of the NE1/4 of said Section 14 to the POINT OF BEGINNING.

Gross Area = 215.948 acres, more or less.



## Legal Description

EXCEPT all that portion of the Chicago, Rock Island and Pacific Railway right-of-way located in the S1/2 of Section 12, the W1/2 of Section 13 and in the E1/2 of the E1/2 of Section 14, all in T13S, R65W of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Southwest Corner of said Section 12, from which the W1/4 Corner of said Section 12 bears N00°08'47"E (basis of bearing true - meridian), 2627.64 feet, thence S89°50'14"W, 100.00 feet along the North line of the NE1/4 of said Section 14 to the East line of that tract of land conveyed to Public Service Company of Colorado as described in Deed recorded in Book 2194 at Page 154 of the records of El Paso County, Colorado; thence S00°07'19"W, 1546.11 feet along the East line of that tract of land as described in said Book 2194 at Page 154 to the Northwestern right-of-way line of the former Chicago, Rock Island and Pacific Railway and the TRUE POINT OF BEGINNING;

Thence continuing S00°07'19"W, 120.59 feet along the East line of that tract of land as described in said Book 2194 at Page 154 to the Southeasterly right-of-way line of the former Chicago, Rock Island and Pacific Railway;

The following four courses and distances are along the Southeasterly right-of-way line of the Chicago, Rock Island and Pacific Railway:

Thence Northeasterly, 642.08 feet along the arc of a curve concave to the Northwest to a point tangent, said arc having a radius of 5779.64 feet, a central angle of 6°21'55" and being subtended by a chord that bears N53°17'41"E, 641.75 feet;

Thence N50°06'44"E, 896.50 feet;

Thence S39°53'16"E, 100.00 feet;

Thence N50°06'44"E, 3213.30 feet to the North line of the SW1/4 of the SE1/4 of said Section 12;

Thence, leaving the Southeasterly right-of-way line of said Chicago, Rock Island and Pacific Railway, N89°23'35"W, 461.98 feet along the North line of the SW1/4 of the SE1/4 of said Section 12 to the Northwestern right-of-way line of said Chicago, Rock Island and Pacific Railway;

The following four courses and distances are along the Northwestern right-of-way line of said Chicago, Rock Island and Pacific Railway:

Thence S50°06'44"W, 2861.98 feet;

**Legal Description**

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Thence S39°53'16"E, 100.00 feet;

Thence S50°06'44"W, 896.50 feet to a point of curve to the right;

Thence Southwesterly, 564.15 feet along the arc of said curve to the TRUE POINT OF BEGINNING, said arc having a radius of 5679.64 feet, a central angle of 5°41'28" and being subtended by a chord that bears S52°57'28"W, 563.92 feet;

Area = 24.363 acres, more or less.

Area to be annexed = 191.585 acres, more or less.

## Legal Description

### LEGAL DESCRIPTION (OVERALL ANNEXATION LEGAL)

A TRACT OF LAND BEING A PORTION OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 65 WEST, AND SECTIONS 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, AND 16, TOWNSHIP 15 SOUTH, RANGE 65 WEST, ALL OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING CONSIDERED S89°58'31"W

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 2; THENCE S00°01'03"E A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N89°58'57"E AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD A DISTANCE OF 1334.11 FEET; THENCE N00°37'28"E AND ALONG A LINE BEING ON AN EXTENSION OF THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE N00°37'28"E AND ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF PARCEL "A" AS RECORDED IN BOOK 5250 AT PAGE 819 OF THE EL PASO COUNTY RECORDS; THENCE NORTHERLY AND EASTERLY ALONG THE BOUNDARY LINE OF SAID PARCEL "A" THE FOLLOWING TWO (2) COURSES:

1. N00°37'28"E AND ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 A DISTANCE OF 2611.32 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35;
2. N89°55'24"E AND ALONG THE NORTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 A DISTANCE OF 1333.24 FEET TO THE CENTER CORNER OF SAID SECTION 35;

THENCE NORTHERLY, EASTERLY, AND SOUTHERLY ALONG THE NORTHEAST QUARTER OF SAID SECTION 35 THE FOLLOWING THREE (3) COURSES:

1. N00°35'56"E AND ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 35 A DISTANCE OF 2642.56 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 35;
2. N89°52'07"E AND ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 A DISTANCE OF 2663.97 FEET TO THE NORTHEAST CORNER OF SAID SECTION 35;



## Legal Description

3. S00°32'37"W AND ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 A DISTANCE OF 2640.03 FEET TO A POINT WHICH IS 5.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 35;

THENCE S89°55'24"W AND ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 35 A DISTANCE OF 1425.87 FEET TO A POINT ON A LINE WHICH IS 5.00 FEET WEST OF THE EASTERLY LINE OF SAID PARCEL "A" EXTENDED NORTHERLY; THENCE S00°32'34"W AND ALONG A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH THE EASTERLY LINE OF SAID PARCEL "A" EXTENDED NORTHERLY A DISTANCE OF 5.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL "A" ALSO BEING THE EAST/WEST CENTERLINE OF SAID SECTION 35; THENCE S00°32'34"W AND ALONG A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH THE EASTERLY LINE OF SAID PARCEL "A" A DISTANCE OF 2543.80 FEET TO A POINT WHICH IS 100.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE WESTERLY ALONG A LINE BEING A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 35 THE FOLLOWING TWO (2) COURSES:

1. S89°58'31"W A DISTANCE OF 1243.25 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35;
2. S89°58'57"W A DISTANCE OF 751.87 FEET TO A POINT ON A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH AN EASTERLY LINE OF PARCEL "D" AS RECORDED IN BOOK 5250 AT PAGE 819 OF THE EL PASO COUNTY RECORDS EXTENDED NORTHERLY FROM THE NORTHEAST CORNER OF SAID PARCEL "D" ON A BEARING OF N04°37'34"W;

THENCE S04°37'34"E AND ON A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH AN EASTERLY LINE OF SAID PARCEL "D" EXTENDED NORTHERLY FROM THE NORTHEAST CORNER OF SAID PARCEL "D" A DISTANCE OF 130.38 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD; THENCE SOUTHERLY AND ALONG A LINE 5.00 FEET WEST OF AND PARALLEL WITH AN EASTERLY LINE OF SAID PARCEL "D" THE FOLLOWING THREE (3) COURSES:

1. S04°37'34"E A DISTANCE OF 144.70 FEET;
2. S37°09'04"W A DISTANCE OF 1604.47 FEET;
3. S06°25'04"W A DISTANCE OF 2562.03 FEET TO A POINT ON A LINE WHICH IS 20.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2;

## Legal Description

THENCE S89°45'38"E AND ALONG A LINE 20.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 1966.66 FEET TO A POINT WHICH IS 5.00 FEET WEST OF THE EAST LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE S00°11'01"W AND ALONG A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 1299.07 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE S00°25'10"W AND ALONG A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11 A DISTANCE OF 2647.22 FEET TO A POINT ON A LINE WHICH IS 5.00 FEET SOUTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 11; THENCE S89°53'31"E AND ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 11 A DISTANCE OF 2670.97 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 11; THENCE N89°52'37"E AND ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 1313.82 FEET TO A POINT WHICH IS 10.00 FEET WEST OF THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE S00°28'13"W AND ALONG A LINE WHICH IS 10.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 2689.66 FEET TO A POINT ON A LINE WHICH IS 50.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 13; THENCE S89°54'19"E AND ALONG A LINE WHICH IS 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 13 A DISTANCE OF 1314.03 FEET TO A POINT WHICH IS 20.00 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE S00°13'22"W AND ALONG A LINE 20.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 2579.59 FEET TO A POINT WHICH IS 5.00 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE N89°58'42"W AND ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 2034.30 FEET; THENCE N00°01'18"E A DISTANCE OF 145.00 FEET TO A POINT WHICH IS 150.00 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE N89°58'42"W AND ALONG A LINE WHICH IS 150.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 599.12 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE N89°48'51"W AND ALONG A LINE WHICH IS 150.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 14 A DISTANCE OF 450.46 FEET; THENCE S00°11'09"W A DISTANCE OF 140.00 FEET TO A POINT THAT IS 10.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 14; THENCE N89°48'51"W AND ALONG A LINE THAT IS 10.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID

## Legal Description

SECTION 14 A DISTANCE OF 2231.73 FEET; THENCE S00°11'09"W A DISTANCE OF 5.00 FEET TO A POINT WHICH IS 5.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 14; THENCE N89°48'51"W AND ALONG A LINE WHICH IS 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 14 A DISTANCE OF 2620.00 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 15; THENCE S89°56'35"W AND ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 496.23 FEET TO A POINT ON A CURVE, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD; THENCE S89°56'35"W AND ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 210.17 FEET TO A POINT ON A CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD; THENCE NORTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD ON A CURVE TO THE LEFT WHOSE CENTER BEARS N87°34'29"W, HAVING A DELTA OF 03°38'30", A RADIUS OF 1495.00 FEET, A DISTANCE OF 95.02 FEET AS MEASURED ALONG THE ARC TO A POINT WHICH IS 100.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 15; THENCE S89°56'35"W AND ALONG A LINE WHICH IS 100.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 75.00 FEET; THENCE S00°03'25"E A DISTANCE OF 85.00 FEET TO A POINT WHICH IS 15.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 15; THENCE S89°56'35"W AND ALONG A LINE WHICH IS 15.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 1858.76 FEET TO A POINT WHICH IS 5.00 FEET WEST OF THE NORTH/SOUTH CENTERLINE OF SAID SECTION 15; THENCE S00°09'37"W AND ALONG A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH THE NORTH/SOUTH CENTERLINE OF SAID SECTION 15 A DISTANCE OF 2551.48 FEET TO A POINT WHICH IS 100.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE S89°55'53"W AND ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 A DISTANCE OF 2626.79 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 16; THENCE S89°50'47"W AND ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16 A DISTANCE OF 2645.67 FEET TO A POINT ON THE NORTH/SOUTH CENTERLINE OF SAID SECTION 16 ALSO BEING ON THE WESTERLY LINE OF PARCEL "E" AS RECORDED IN BOOK 5250 AT PAGE 819 OF THE EL PASO COUNTY RECORDS; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL "E" THE FOLLOWING TWO (2) COURSES:

1. N00°09'02"E AND ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 16 A DISTANCE OF 5160.70 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 9;

## Legal Description

2. N00°15'30"E ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 9 A DISTANCE OF 3638.69 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BRADLEY ROAD (FORMERLY KNOWN AS NEW DRENNAN ROAD);

THENCE CONTINUING N00°15'30"E AND ALONG SAID WEST LINE OF THE EAST HALF OF SAID SECTION 9 A DISTANCE OF 210.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BRADLEY ROAD, SAID POINT BEING THE SOUTHWESTERLY CORNER OF LOT 4 AS PLATTED IN COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1 AS RECORDED IN PLAT BOOK B-4 AT PAGE 47 OF THE EL PASO COUNTY RECORDS; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF BRADLEY ROAD THE FOLLOWING TWO (2) COURSES:

1. S89°54'16"E A DISTANCE OF 1025.87 FEET TO A POINT OF CURVE;
2. ALONG A CURVE TO THE LEFT HAVING A DELTA OF 21°02'22", A RADIUS OF 150.00 FEET, A DISTANCE OF 55.08 FEET AS MEASURED ALONG THE ARC TO A POINT ON A CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF FOREIGN TRADE ZONE BOULEVARD AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD THE FOLLOWING TWO (2) COURSES:

1. ALONG A CURVE TO THE LEFT WHOSE CENTER BEARS N20°56'38"W, HAVING A DELTA OF 68°41'44", A RADIUS OF 150.00 FEET, A DISTANCE OF 179.84 FEET AS MEASURED ALONG THE ARC TO A POINT OF TANGENT;
2. N00°21'38"E A DISTANCE OF 385.68 FEET;

THENCE S89°54'16"E A DISTANCE OF 100.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD, SAID POINT BEING THE MOST SOUTHWESTERLY CORNER OF EXCEPTION NO. 6 WESTPORT AS RECORDED IN BOOK 5250 AT PAGE 804 OF THE EL PASO COUNTY RECORDS; THENCE ALONG THE BOUNDARY LINE OF EXCEPTION NO. 6 WESTPORT THE FOLLOWING EIGHT (8) COURSES:

1. S89°54'16"E A DISTANCE OF 772.04 FEET TO A POINT OF CURVE;
2. ALONG A CURVE TO THE LEFT HAVING A DELTA OF 90°00'00", A RADIUS OF 530.00 FEET, A DISTANCE OF 832.52 FEET AS MEASURED ALONG THE ARC TO A POINT OF TANGENT;
3. N00°05'44"E A DISTANCE OF 608.59 FEET;
4. N89°54'16"W A DISTANCE OF 146.36 FEET TO A POINT OF CURVE;
5. ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 58°26'38", A RADIUS OF 300.00 FEET, A DISTANCE OF 306.01 FEET AS MEASURED ALONG THE ARC TO A POINT OF REVERSE CURVE;



## Legal Description

6. ALONG A CURVE TO THE LEFT HAVING A DELTA OF  $58^{\circ}26'38''$ , A RADIUS OF 300.00 FEET, A DISTANCE OF 306.01 FEET AS MEASURED ALONG THE ARC TO A POINT OF TANGENT;
7.  $N89^{\circ}54'16''W$  A DISTANCE OF 647.82 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD;
8.  $S00^{\circ}21'38''W$  AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD A DISTANCE OF 40.00 FEET;

THENCE  $N89^{\circ}54'16''W$  A DISTANCE OF 80.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD, SAID POINT BEING THE NORTHEASTERLY CORNER OF LOT 2 AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1; THENCE CONTINUING  $N89^{\circ}54'16''W$  A DISTANCE OF 593.77 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 2; THENCE  $S00^{\circ}21'38''W$  A DISTANCE OF 366.81 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 2; THENCE EASTERLY AND ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOT 2 THE FOLLOWING FOUR (4) COURSES:

1.  $S89^{\circ}54'16''E$  A DISTANCE OF 138.48 FEET;
2.  $S32^{\circ}35'57''E$  A DISTANCE OF 37.11 FEET;
3.  $N57^{\circ}24'03''E$  A DISTANCE OF 57.81 FEET;
4.  $S89^{\circ}54'16''E$  A DISTANCE OF 386.59 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 2, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD;

THENCE CONTINUING  $S89^{\circ}54'16''E$  A DISTANCE OF 80.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD; THENCE  $S00^{\circ}21'38''W$  AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD A DISTANCE OF 366.76 FEET; THENCE  $N89^{\circ}54'16''W$  A DISTANCE OF 80.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD, SAID POINT BEING THE SOUTHEASTERLY CORNER OF LOT 3 AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1; THENCE CONTINUING  $N89^{\circ}54'16''W$  A DISTANCE OF 1090.88 FEET TO THE MOST SOUTHWESTERLY CORNER OF SAID LOT 3; THENCE CONTINUING  $N89^{\circ}54'16''W$  A DISTANCE OF 96.42 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, SAID POINT ALSO BEING ON THE WEST LINE OF TRACT "B" AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1; THENCE  $N00^{\circ}15'30''E$  AND ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9 A DISTANCE OF 217.81 FEET TO A POINT ON THE EXISTING CITY LIMITS OF THE CITY OF COLORADO SPRINGS; THENCE  $N00^{\circ}21'38''E$  ALONG THE EXISTING CITY LIMITS OF THE CITY OF COLORADO SPRINGS A DISTANCE OF 2681.33 FEET; THENCE  $S89^{\circ}53'24''E$

## Legal Description

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AND ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4 ALSO BEING ON THE NORTHERLY LINE OF PARCEL "F" AS RECORDED IN BOOK 5250 AT PAGE 804 OF THE EL PASO COUNTY RECORDS A DISTANCE OF 870.48 FEET TO A POINT ON A SOUTHWESTERLY LINE OF LOT 1 AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1; THENCE S44°54'16"E A DISTANCE OF 1090.39 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD; THENCE NORTHERLY AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD THE FOLLOWING THREE (3) COURSES:

1. N45°05'44"E A DISTANCE OF 762.57 FEET TO A POINT OF CURVE;
2. ALONG A CURVE TO THE LEFT HAVING A DELTA OF 45°00'00", A RADIUS OF 890.00 FEET, A DISTANCE OF 699.00 FEET AS MEASURED ALONG THE ARC TO A POINT OF TANGENT;
3. N00°05'44"E A DISTANCE OF 2224.96 FEET TO THE NORTHEAST CORNER OF SAID LOT 1;

THENCE CONTINUING N00°05'44"E A DISTANCE OF 10.00 FEET TO THE NORTHEAST CORNER OF TRACT "A" AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD; THENCE EASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD THE FOLLOWING FOUR (4) COURSES:

1. S90°00'00"E A DISTANCE OF 80.00 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD;
2. S90°00'00"E A DISTANCE OF 118.99 FEET;
3. N89°53'06"E A DISTANCE OF 619.37 FEET TO THE NORTHWEST CORNER OF AEROSPACE BOULEVARD AS PLATTED IN COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 2 AS RECORDED IN PLAT BOOK B-4 AT PAGE 48 OF THE EL PASO COUNTY RECORDS;
4. N89°53'06"E A DISTANCE OF 80.00 FEET TO A POINT ON A LINE WHICH IS ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID AEROSPACE BOULEVARD EXTENDED NORTHERLY;

## Legal Description

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AND ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4 ALSO BEING ON THE NORTHERLY LINE OF PARCEL "F" AS RECORDED IN BOOK 5250 AT PAGE 804 OF THE EL PASO COUNTY RECORDS A DISTANCE OF 870.48 FEET TO A POINT ON A SOUTHWESTERLY LINE OF LOT 1 AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1; THENCE S44°54'16"E A DISTANCE OF 1090.39 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD; THENCE NORTHERLY AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD THE FOLLOWING THREE (3) COURSES:

1. N45°05'44"E A DISTANCE OF 762.57 FEET TO A POINT OF CURVE;
2. ALONG A CURVE TO THE LEFT HAVING A DELTA OF 45°00'00", A RADIUS OF 890.00 FEET, A DISTANCE OF 699.00 FEET AS MEASURED ALONG THE ARC TO A POINT OF TANGENT;
3. N00°05'44"E A DISTANCE OF 2224.96 FEET TO THE NORTHEAST CORNER OF SAID LOT 1;

THENCE CONTINUING N00°05'44"E A DISTANCE OF 10.00 FEET TO THE NORTHEAST CORNER OF TRACT "A" AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD; THENCE EASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD THE FOLLOWING FOUR (4) COURSES:

1. S90°00'00"E A DISTANCE OF 80.00 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD;
2. S90°00'00"E A DISTANCE OF 118.99 FEET;
3. N89°53'06"E A DISTANCE OF 619.37 FEET TO THE NORTHWEST CORNER OF AEROSPACE BOULEVARD AS PLATTED IN COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 2 AS RECORDED IN PLAT BOOK B-4 AT PAGE 48 OF THE EL PASO COUNTY RECORDS;
4. N89°53'06"E A DISTANCE OF 80.00 FEET TO A POINT ON A LINE WHICH IS ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID AEROSPACE BOULEVARD EXTENDED NORTHERLY;

## Legal Description

THENCE S00°05'44"W AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID AEROSPACE BOULEVARD EXTENDED NORTHERLY A DISTANCE OF 10.00 FEET TO THE NORTHWEST CORNER OF LOT 1 AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 2, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 2; THENCE S00°05'44"W AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID AEROSPACE BOULEVARD A DISTANCE OF 879.90 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOT 1 THE FOLLOWING TWO (2) COURSES:

1. N89°53'06"E A DISTANCE OF 226.12 FEET TO A POINT OF CURVE;
2. ALONG A CURVE TO THE LEFT HAVING A DELTA OF 89°47'22", A RADIUS OF 300.00 FEET, A DISTANCE OF 470.14 FEET AS MEASURED ALONG THE ARC TO A POINT OF TANGENT ON THE WESTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD;

THENCE N00°05'44"E AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID MARKSHEFFEL BOULEVARD A DISTANCE OF 480.63 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 90°12'38", A RADIUS OF 100.00 FEET, A DISTANCE OF 157.45 FEET AS MEASURED ALONG THE ARC ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF A STREET AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 2 TO A POINT ON THE NORTHERLY LINE OF SAID LOT 1; THENCE N00°06'54"W A DISTANCE OF 10.00 FEET; THENCE N89°53'06"E A DISTANCE OF 310.40 FEET TO A POINT OF INTERSECTION BETWEEN THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DRENNAN ROAD AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID MARKSHEFFEL BOULEVARD; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DRENNAN ROAD THE FOLLOWING TWO (2) COURSES:

1. N89°53'06"E A DISTANCE OF 437.16 FEET TO THE NORTHWEST CORNER OF PARCEL "D" EXCEPTION NO. 1 AS RECORDED IN BOOK 5250 AT PAGE 819 OF THE EL PASO COUNTY RECORDS;
2. N89°53'06"E A DISTANCE OF 80.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "D" EXCEPTION NO. 1;



## Legal Description

THENCE S00°05'44"W A DISTANCE OF 2113.97 FEET TO A POINT ON A NORTHERLY LINE OF SAID PARCEL "D"; THENCE N89°24'57"E AND ALONG SAID NORTHERLY LINE OF SAID PARCEL "D" A DISTANCE OF 1220.90 FEET TO THE NORTHWEST CORNER OF TRACT "B" OF MORNING SUN I AS RECORDED IN PLAT BOOK A-4 AT PAGE 179 OF THE EL PASO COUNTY RECORDS; THENCE S00°05'44"W AND ALONG THE WESTERLY BOUNDARY LINE OF SAID MORNING SUN I A DISTANCE OF 1230.73 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HORIZONVIEW DRIVE AS PLATTED IN MORNING SUN I, SAID POINT BEING A POINT ON CURVE; THENCE ALONG A CURVE TO THE RIGHT WHOSE CENTER BEARS S45°32'57"W, HAVING A DELTA OF 35°03'39", A RADIUS OF 624.36 FEET, A DISTANCE OF 382.06 FEET AS MEASURED ALONG THE ARC TO A POINT ON CURVE; THENCE EASTERLY AND ALONG THE SOUTHERLY LINE OF SAID MORNING SUN I THE FOLLOWING TWO (2) COURSES:

1. N68°35'33"E A DISTANCE OF 186.26 FEET;
2. N90°00'00"E A DISTANCE OF 764.65 FEET TO THE SOUTHEAST CORNER OF LOT 23 OF SAID MORNING SUN I;

THENCE S12°40'27"W A DISTANCE OF 359.46 FEET TO THE NORTHEASTERLY CORNER OF PARCEL "G" AS RECORDED IN BOOK 5250 AT PAGE 804 OF THE EL PASO COUNTY RECORDS; THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY LINE AND WESTERLY ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL "G" THE FOLLOWING THREE (3) COURSES:

1. S12°40'27"W A DISTANCE OF 635.54 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL "G";
2. N77°19'33"W A DISTANCE OF 617.53 FEET TO A POINT OF CURVE;
3. ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 11°35'20", A RADIUS OF 792.47 FEET, A DISTANCE OF 160.29 FEET AS MEASURED ALONG THE ARC TO A POINT ON CURVE, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF HORIZONVIEW DRIVE AS PLATTED IN SAID MORNING SUN I;

THENCE SOUTHERLY ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID HORIZONVIEW DRIVE AS PLATTED IN SAID MORNING SUN I ALONG A CURVE TO THE RIGHT WHOSE CENTER BEARS N68°33'21"W, HAVING A DELTA OF 02°49'08", A RADIUS OF 610.00 FEET, A DISTANCE OF 30.01 FEET AS MEASURED ALONG THE ARC TO A POINT ON CURVE, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF HORIZONVIEW DRIVE AS PLATTED IN COLORADO CENTRE RESIDENTIAL FILING NO. 3 AS RECORDED IN PLAT BOOK A-4 AT PAGE 13 OF THE EL PASO COUNTY RECORDS; THENCE S89°24'57"W AND ALONG THE NORTHERLY LINE OF SAID COLORADO CENTRE RESIDENTIAL FILING NO. 3 A DISTANCE OF 1270.55 FEET TO THE NORTHWEST CORNER OF LOT 57 AS PLATTED IN SAID COLORADO CENTRE RESIDENTIAL FILING NO. 3, SAID POINT BEING THE NORTHEAST CORNER OF LOT 48 AS PLATTED

## Legal Description

IN COLORADO CENTRE RESIDENTIAL FILING NO. 2 AS RECORDED IN PLAT BOOK A-4 AT PAGE 4 OF THE EL PASO COUNTY RECORDS; THENCE CONTINUING  $S89^{\circ}24'57''W$  AND ALONG THE NORTHERLY BOUNDARY LINE OF SAID COLORADO CENTRE RESIDENTIAL FILING NO. 2 A DISTANCE OF 593.47 FEET TO THE NORTHWEST CORNER OF TRACT "B" AS PLATTED IN SAID COLORADO CENTRE RESIDENTIAL FILING NO. 2, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD; THENCE SOUTHERLY AND EASTERLY ALONG THE WESTERLY BOUNDARY LINE OF SAID COLORADO CENTRE RESIDENTIAL FILING NO. 2 THE FOLLOWING FIVE (5) COURSES:

1.  $S00^{\circ}05'44''W$  AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID MARKSHEFFEL BOULEVARD A DISTANCE OF 1164.52 FEET;
2.  $S29^{\circ}25'07''E$  A DISTANCE OF 439.18 FEET;
3.  $S60^{\circ}35'03''E$  A DISTANCE OF 420.00 FEET;
4.  $N44^{\circ}24'57''E$  A DISTANCE OF 170.00 FEET;
5.  $S80^{\circ}35'03''E$  A DISTANCE OF 100.00 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF SAID COLORADO CENTRE RESIDENTIAL FILING NO. 2, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 13 OF COLORADO CENTRE RESIDENTIAL FILING NO. 1 AS RECORDED IN PLAT BOOK Z-3 AT PAGE 36 OF THE EL PASO COUNTY RECORDS;

THENCE CONTINUING  $S80^{\circ}35'03''E$  AND ALONG THE SOUTHERLY LINE OF SAID COLORADO CENTRE RESIDENTIAL FILING NO. 1 A DISTANCE OF 380.00 FEET TO THE SOUTHEASTERLY CORNER OF LOT 8 AS PLATTED IN SAID COLORADO CENTRE RESIDENTIAL FILING NO. 1; THENCE CONTINUING  $S80^{\circ}35'03''E$  A DISTANCE OF 81.08 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HORIZONVIEW DRIVE AS PLATTED IN SAID COLORADO CENTRE RESIDENTIAL FILING NO. 1; THENCE SOUTHERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HORIZONVIEW DRIVE THE FOLLOWING TWO (2) COURSES:

1.  $S00^{\circ}05'44''W$  A DISTANCE OF 471.53 FEET TO A POINT OF CURVE;
2. ALONG A CURVE TO THE LEFT HAVING A DELTA OF  $90^{\circ}00'00''$ , A RADIUS OF 100.00 FEET, A DISTANCE OF 157.08 FEET AS MEASURED ALONG THE ARC TO A POINT OF TANGENT, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF BRADLEY ROAD (FORMERLY KNOWN AS NEW DRENNAN ROAD); SAID POINT ALSO BEING ON THE BOUNDARY LINE OF SAID PARCEL "D";

THENCE NORTHERLY ALONG THE BOUNDARY LINE OF SAID PARCEL "D" THE FOLLOWING THIRTY-SEVEN (37) COURSES:

1.  $S89^{\circ}54'16''E$  A DISTANCE OF 356.52 FEET TO A POINT OF CURVE;
2. ALONG A CURVE TO THE LEFT HAVING A DELTA OF  $04^{\circ}24'02''$ , A RADIUS OF 1495.00 FEET, A DISTANCE OF 114.82 FEET AS MEASURED ALONG THE ARC TO A POINT ON CURVE;

## Legal Description

3. N40°14'50"W A DISTANCE OF 98.73 FEET;
4. N32°44'49"E A DISTANCE OF 316.29 FEET;
5. N67°14'26"E A DISTANCE OF 248.30 FEET;
6. N01°23'21"E A DISTANCE OF 96.43 FEET;
7. N37°04'19"E A DISTANCE OF 187.92 FEET;
8. S62°10'53"E A DISTANCE OF 198.88 FEET;
9. N49°10'16"E A DISTANCE OF 205.87 FEET;
10. N00°45'11"W A DISTANCE OF 121.98 FEET;
11. N46°53'27"E A DISTANCE OF 577.62 FEET;
12. N28°13'56"E A DISTANCE OF 232.87 FEET;
13. N23°37'44"E A DISTANCE OF 105.55 FEET;
14. N24°34'29"W A DISTANCE OF 90.41 FEET;
15. N27°16'55"W A DISTANCE OF 75.68 FEET;
16. N01°16'11"E A DISTANCE OF 229.61 FEET;
17. N12°40'27"E A DISTANCE OF 875.93 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 3;
18. N12°40'27"E A DISTANCE OF 341.16 FEET;
19. N07°29'57"E A DISTANCE OF 133.00 FEET;
20. N17°05'43"E A DISTANCE OF 147.56 FEET;
21. N35°18'15"E A DISTANCE OF 127.05 FEET;
22. N50°28'58"E A DISTANCE OF 224.70 FEET;
23. N37°01'25"E A DISTANCE OF 111.79 FEET;
24. N14°54'51"E A DISTANCE OF 89.01 FEET;
25. N36°49'53"W A DISTANCE OF 214.33 FEET;
26. N62°06'13"W A DISTANCE OF 133.06 FEET;
27. N35°29'36"W A DISTANCE OF 144.29 FEET;
28. N09°29'53"W A DISTANCE OF 311.63 FEET;
29. N43°14'07"W A DISTANCE OF 179.31 FEET;
30. N76°01'10"W A DISTANCE OF 233.73 FEET;
31. N62°33'26"W A DISTANCE OF 98.30 FEET;
32. N34°16'47"W A DISTANCE OF 233.80 FEET;
33. N22°40'38"W A DISTANCE OF 313.21 FEET;
34. S90°00'00"W A DISTANCE OF 226.55 FEET;
35. N00°00'00"E A DISTANCE OF 1287.18 FEET;
36. N58°00'07"W A DISTANCE OF 386.30 FEET;
37. N00°00'00"E A DISTANCE OF 55.18 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DRENNAN ROAD;

## Legal Description

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THENCE N89°53'55"E AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DRENNAN ROAD A DISTANCE OF 1682.88 FEET TO THE POINT OF BEGINNING, CONTAINING 3687.0495 ACRES.

### LEGAL DESCRIPTION CERTIFICATE

I, JAMES R. FRAKER, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.

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JAMES R. FRAKER, REGISTERED LAND SURVEYOR  
COLORADO NO. 10377  
FOR AND ON BEHALF OF JR ENGINEERING, LTD.

## Legal Description

### LEGAL DESCRIPTION - ANNEXATION PLAT OF COLORADO CENTRE NO. 2

A TRACT OF LAND BEING A PORTION OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 65 WEST AND SECTIONS 2, 11, 12, 13, 14, 15, 16, 21, AND 22, TOWNSHIP 15 SOUTH, RANGE 65 WEST, ALL OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING CONSIDERED S89°58'31"W

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35, SAID POINT BEING THE POINT OF BEGINNING;

THENCE S00°32'34"W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35 EXTENDED SOUTHERLY A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD; THENCE S89°58'31"W ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD A DISTANCE OF 338.02 FEET; THENCE N00°32'34"E ALONG A LINE 338.00 FEET WESTERLY OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35 A DISTANCE OF 2674.75 FEET TO A POINT ON THE EAST/WEST CENTERLINE OF SAID SECTION 35; THENCE S89°55'24"W ALONG THE EAST/WEST CENTERLINE OF SAID SECTION 35 A DISTANCE OF 1082.79 FEET TO THE NORTHEAST CORNER OF PARCEL "A" AS RECORDED IN BOOK 5250 AT PAGE 819 OF THE EL PASO COUNTY RECORDS; THENCE S00°32'34"W ALONG THE EASTERLY LINE OF SAID PARCEL "A" AND THE EASTERLY LINE OF SAID PARCEL "A" EXTENDED SOUTHERLY A DISTANCE OF 2673.80 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD; THENCE S89°58'31"W ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD A DISTANCE OF 1248.11 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2; THENCE S89°58'57"W ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DRENNAN ROAD A DISTANCE OF 735.32 FEET TO THE NORTH-EAST CORNER OF PARCEL "D" AS RECORDED IN BOOK 5250 AT PAGE 819 OF THE EL PASO COUNTY RECORDS; THENCE SOUTHERLY ALONG THE EASTERLY LINE AND WESTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL "D" THE FOLLOWING FOURTEEN (14) COURSES:

1. S04°37'34"E A DISTANCE OF 146.20 FEET;
2. S37°09'04"W A DISTANCE OF 1605.00 FEET;
3. S06°25'04"W A DISTANCE OF 2540.00 FEET;
4. S89°45'38"E A DISTANCE OF 1964.45 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2;



# Legal Description

5. S00°11'01"W ALONG THE EAST LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 1319.06 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 2 BEING THE NORTH QUARTER CORNER OF SAID SECTION 11;
6. S00°25'10"W ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11 A DISTANCE OF 2642.22 FEET TO THE CENTER CORNER OF SAID SECTION 11;
7. S89°53'31"E ALONG THE EAST/WEST CENTERLINE OF SAID SECTION 11 A DISTANCE OF 2665.97 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 11 BEING THE WEST QUARTER CORNER OF SAID SECTION 12;
8. N89°52'37"E ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 1323.82 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12;
9. S00°28'13"W ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 2644.70 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13;
10. S89°54'19"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 1323.81 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 13;
11. S00°13'22"W ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 2634.56 FEET TO THE CENTER CORNER OF SAID SECTION 13;
12. N89°58'42"W ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 2654.31 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 14;
13. N89°48'51"W ALONG THE EAST/WEST CENTERLINE OF SAID SECTION 14 A DISTANCE OF 5301.72 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 15;
14. S89°56'35"W ALONG THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 496.40 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD;

THENCE S89°56'35"W ALONG THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 210.20 FEET TO A POINT ON CURVE ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID MARKSHEFFEL BOULEVARD, SAID POINT ALSO BEING THE MOST EASTERLY CORNER OF PARCEL "E" AS RECORDED IN BOOK 5250 AT PAGE 819 OF THE EL PASO COUNTY RECORDS; THENCE WESTERLY AND SOUTHERLY ALONG THE BOUNDARY LINE OF SAID PARCEL "E" THE FOLLOWING TWO (2) COURSES:

1. S89°56'35"W ALONG THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 1927.50 FEET TO THE CENTER CORNER OF SAID SECTION 15;

## Legal Description

2. S00°09'37"W ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 15 A DISTANCE OF 2636.48 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 15 BEING THE NORTH QUARTER CORNER OF SAID SECTION 22;

THENCE S00°09'37"W ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 15 EXTENDED SOUTHERLY A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF FONTAINE BOULEVARD; THENCE WESTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID FONTAINE BOULEVARD THE FOLLOWING TWO (2) COURSES:

1. S89°55'53"W ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FONTAINE BOULEVARD A DISTANCE OF 2631.56 FEET;
2. S89°50'47"W ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FONTAINE BOULEVARD A DISTANCE OF 2645.88 FEET TO A POINT ON THE NORTH/SOUTH CENTERLINE OF SAID SECTION 16 EXTENDED SOUTHERLY;

THENCE N00°09'02"E ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 16 EXTENDED SOUTHERLY A DISTANCE OF 30.00 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 21 BEING THE SOUTH QUARTER CORNER OF SAID SECTION 16; THENCE N00°09'02"E ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 16 AND THE WESTERLY LINE OF SAID PARCEL "E" A DISTANCE OF 100.00 FEET; THENCE N89°50'47"E ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16 A DISTANCE OF 2645.67 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 15; THENCE N89°55'53"E ALONG A LINE 100.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 A DISTANCE OF 2626.79 FEET TO A POINT WHICH IS 5.00 FEET WEST OF THE NORTH/SOUTH CENTERLINE OF SAID SECTION 15; THENCE N00°09'37"E ALONG A LINE 5.00 FEET WESTERLY OF AND PARALLEL WITH THE NORTH/SOUTH CENTERLINE OF SAID SECTION 15 A DISTANCE OF 2551.48 FEET TO A POINT WHICH IS 15.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 15; THENCE N89°56'35"E ALONG A LINE 15.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 1858.76 FEET; THENCE N00°03'25"W A DISTANCE OF 85.00 FEET TO A POINT WHICH IS 100.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 15; THENCE N89°56'35"E ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 75.00 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD; THENCE SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD ON A CURVE TO THE RIGHT WHOSE CENTER BEARS S88°47'01"W, HAVING A DELTA OF 03°38'30", A RADIUS OF 1495.00 FEET, A DISTANCE OF 95.02 FEET AS MEASURED ALONG THE ARC

Legal Description

TO A POINT WHICH IS 5.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 15; THENCE N89°56'35"E ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 210.17 FEET TO A POINT ON CURVE ON THE EAST-ERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD; THENCE N89°56'35"E ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 496.23 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 14; THENCE S89°48'51"E ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 14 A DISTANCE OF 2620.00 FEET; THENCE N00°11'09"E A DISTANCE OF 5.00 FEET; THENCE S89°48'51"E ALONG A LINE 10.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 14 A DISTANCE OF 2231.73 FEET; THENCE N00°11'09"E A DISTANCE OF 140.00 FEET TO A POINT WHICH IS 150.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 14; THENCE S89°48'51"E ALONG A LINE 150.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 14 A DISTANCE OF 450.46 FEET TO A POINT ON THE WEST LINE OF THE NORTH-WEST QUARTER OF SAID SECTION 13; THENCE S89°58'42"E ALONG A LINE 150.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 599.12 FEET; THENCE S00°01'18"W A DISTANCE OF 145.00 FEET TO A POINT WHICH IS 5.00 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE S89°58'42"E ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 2034.30 FEET TO A POINT WHICH IS 20.00 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE N00°13'22"E ALONG A LINE 20.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 2579.59 FEET TO A POINT WHICH IS 50.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE N89°54'19"W ALONG A LINE 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 1314.03 FEET TO A POINT WHICH IS 10.00 FEET WEST OF THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE N00°28'13"E ALONG A LINE 10.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 2689.66 FEET TO A POINT WHICH IS 5.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE S89°52'37"W ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 1313.82 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 11; THENCE N89°53'31"W ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 11 A DISTANCE OF 2670.97 FEET TO A POINT WHICH IS 5.00 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE N00°25'10"E ALONG A



# Legal Description

LINE 5.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11 A DISTANCE OF 2647.22 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE N00°11'01"E ALONG A LINE 5.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 1299.07 FEET TO A POINT WHICH IS 20.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE N89°45'38"W ALONG A LINE 20.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 1966.66 FEET; THENCE NORTHERLY AND ALONG A LINE 5.00 FEET WEST OF AND PARALLEL WITH AN EASTERLY LINE OF SAID PARCEL "D" THE FOLLOWING THREE (3) COURSES:

1. N06°25'04"E A DISTANCE OF 2562.03 FEET;
2. N37°09'04"E A DISTANCE OF 1604.47 FEET;
3. N04°37'34"W A DISTANCE OF 144.70 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD;

THENCE N04°37'34"W ALONG A LINE 5.00 FEET WEST OF AND PARALLEL WITH AN EASTERLY LINE OF SAID PARCEL "D" EXTENDED NORTHERLY FROM THE NORTHEAST CORNER OF SAID PARCEL "D" A DISTANCE OF 130.38 FEET TO A POINT WHICH IS 100.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE N89°58'57"E ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35 A DISTANCE OF 751.87 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE N89°58'31"E ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35 A DISTANCE OF 1243.25 FEET TO A POINT WHICH IS 5.00 FEET WEST OF THE EASTERLY LINE OF SAID PARCEL "A"; THENCE N00°32'34"E ALONG A LINE WHICH IS 5.00 FEET WEST OF THE EASTERLY LINE OF SAID PARCEL "A" A DISTANCE OF 2543.80 FEET TO A POINT ON THE EAST/WEST CENTERLINE OF SAID SECTION 35; THENCE N00°32'34"E ALONG A LINE 5.00 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID PARCEL "A" EXTENDED NORTHERLY A DISTANCE OF 5.00 FEET; THENCE N89°55'24"E ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 35 A DISTANCE OF 1425.87 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35; THENCE S00°32'37"W ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 A DISTANCE OF 5.00 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 35; THENCE S00°32'34"W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35 A DISTANCE OF 2615.03 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD; THENCE S00°32'34"W ALONG THE EAST LINE OF SOUTHEAST QUARTER OF SAID SECTION 35 A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING, CONTAINING 54.3963 ACRES.

## EXHIBIT B

## EXISTING USES

## I. General location of existing residences, barns, and activities:

- A. Zoning Parcel 33: Residences, cattle operations (stables and barns)
- B. Zoning Parcel 80: Residences, barns
- C. Zoning Parcel 85: Residences, barns
- D. Zoning Parcel 87: Dairy operations
- E. Zoning Parcel 129: Residence, stables
- F. Balance of Property: Agricultural uses (farm and ranch)

## II. Existing leases/tenancies:

- A. Grazing lease dated July 23, 1986 between Aries Properties Incorporated as owner and Carla Dines Lewis Adams as lessee, covering property located in sections 3, 4, 9, 10 and 16, Township 14 South, Range 65 West of the 6th PM.
- B. Grazing lease dated April 25, 1988 between Aries Properties Incorporated as owner and Tony Cuchares, Jr. as lessee, covering property located in Sections 2, 3, 9, 10, 11, 12, 13, 14 and 15, Township 15 South, Range 65 West of the 6th PM.
- C. Grazing lease dated January 1, 1986 between Frank A. Aries et al. as owner and Raymond Powers as lessee, covering property located in Sections 9, 10, 11, 12, 13, 14, 15, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34 and 35, Township 13 South, Range 65 West of the 6th PM; and property located in Sections 1, 2, 3, 4, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 21, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35 and 36, Township 14 South, Range 65 West of the 6th PM; and property located in Sections 6, 7, 8 and 18, Township 14 South, Range 64 West of the 6th PM; and property located in Section 4, Township 15 South, Range 65 West of the 6th PM. The subject lease was amended August 1, 1986, to include additional property located in Section 28, 29, and 32, Township 12 South, Range 65 West of the 6th PM; and property located in Sections 2 and 3 Township 13 South, Range 65 West of the 6th PM. The subject lease again was amended December 21, 1987, to include property located

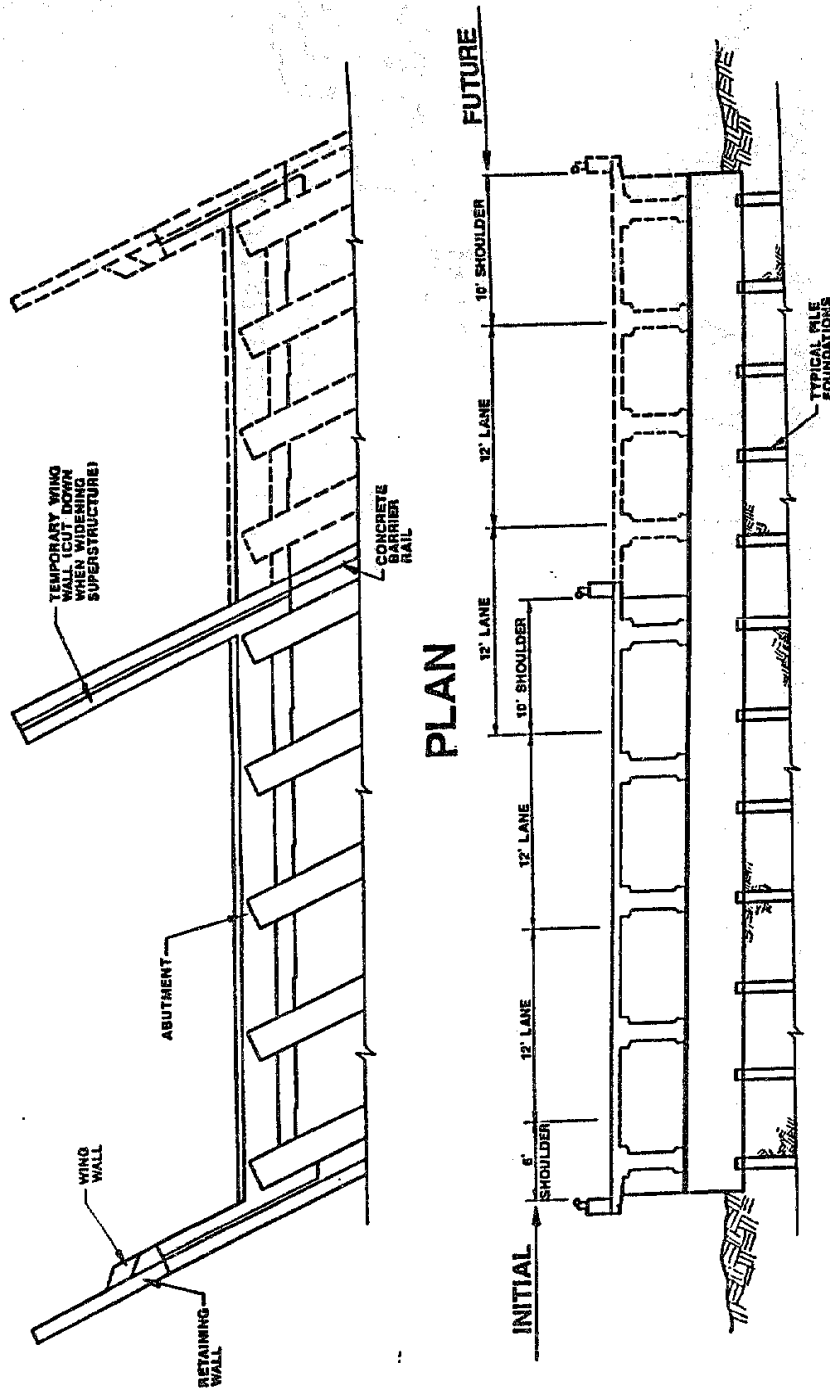
in Sections 28, 29, 32, 33, Township 12 South, Range 65 West of the 6th PM.

- D. Grazing lease between Centennial Development Corporation and Ray Powers dated January 1, 1983 as disclosed and instrument recorded September 3, 1986 in Book 5231 at Page 1463.
- E. Leases by and between L-P Associates as lessor and Tony Cuchares and Virginia Cuchares as contained in Purchase Agreement dated June 21, 1984 by and between Tony Cuchares and Virginia Cuchares, as seller and L-P Associates and purchaser, and any amendments thereto.
- F. Lease between L-P Associates as lessor and Thieman Bros. Cattle Company and W. L. Thieman, individually as lessee, dated October 1, 1985, as amended.

### III. Miscellaneous Uses:

The following existing uses and/or vested property rights, are incorporated herein by reference:

- A. Rights-of-way, easements, reservations and restrictions of record.
- B. Agricultural, including but not limited to farming, ranching, raising and grazing livestock, animal husbandry and horticulture, including continued use of any existing water wells and rights in connection therewith.

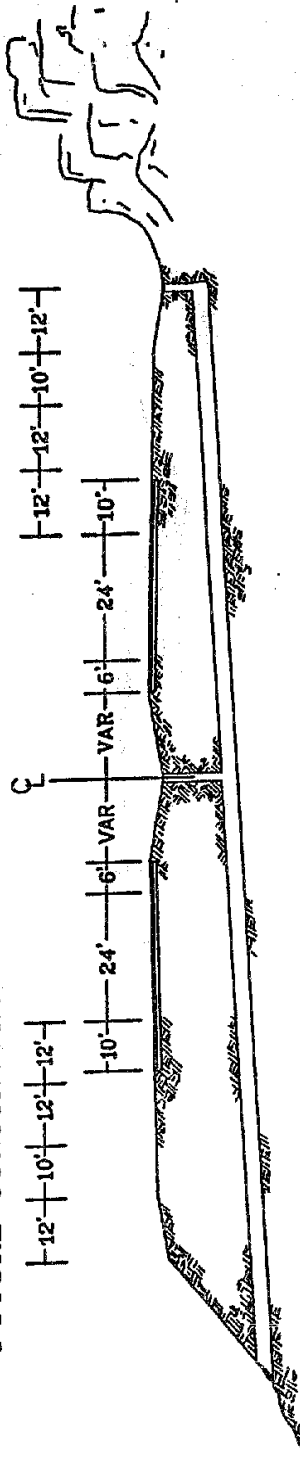


ELEVATION

ABUTMENT

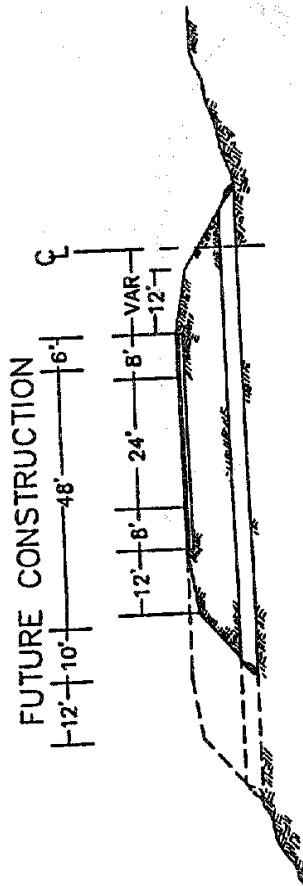
FUTURE CONSTRUCTION

FUTURE CONSTRUCTION

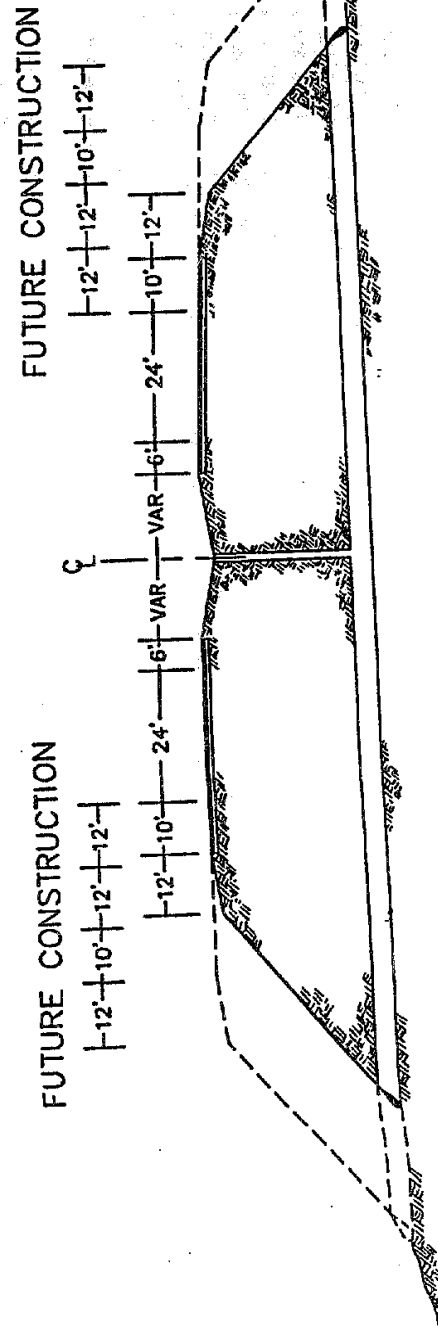


BANNING-LEWIS PARKWAY  
(FROM JUST SOUTH OF SH94 TO JUST NORTH OF US24)





BANNING-LEWIS PARKWAY  
 (FROM JUST SOUTH OF SH94 TO HIGH PLAINS DRIVE)  
 (AND FROM JUST NORTH OF US24 TO JUST NORTH OF BARNES ROAD)



BANNING-LEWIS PARKWAY  
TYPICAL SECTION (PER PRELIMINARY DESIGN)

EXHIBIT G -- BANNING-LEWIS RANCH OFF-SITE ROADWAY IMPROVEMENT WORKSHEETS

02-JUN-88 12:24

OFFSITE ROADWAY IMPROVEMENT (25% ABSORPTION) FEE: \$0.39  
 OFF-SITE ROADWAY IMPROVEMENTS (TO SERVE ALL TRAFFIC REGARDLESS OF SOURCE):

ROADWAY	FROM	TO	IMPROVEMENT	TOTAL COST	DIRECT		OFF-SITE COST	FROM B-LR FEE	NON B-LR CONTRIBUTIONS		EST. YR IMPRVMT NEEDED
					B-LR COST	COST			AMOUNT	PERCENT	
24/94	MARKSHEFFEL	POWERS	1CHG/LANES	\$33,236,000		\$0	\$33,236,000	\$6,647,200	\$26,588,800	80%	2003
BARNES	SH MP	MARKSHEFFEL	6 LANE	1,312,500	1,312,500	0	0	0	0	na	na
WOODMEN	POWERS	B-L PKWY	4 LANE	8,468,750	0	8,468,750	0	677,118	7,791,632 *	92%	2003
MARKSHEFFEL	WOODMEN	B-LR BDY	SEE PAGE 2	17,345,000	8,195,000	5,894,333	5,894,333	393,706	8,756,294 *	50%	SEE PAGE 2
B-L PKWY	WOODMEN	E. BDY B'GTE	2 LANE	10,437,500	0	10,437,500	0	0	10,437,500	100%	2010
B-L PKWY	E. BDY B'GTE	POWERS	4 LANE	6,437,500	0	6,437,500	0	2,366,554	4,070,946 *	63%	2010
WOODMEN	B-L PKWY	FALCON/US 24	4 LANE	10,896,000	0	10,896,000	0	3,461,005	7,434,995 *	68%	2003
N. CAREFREE	CSR MP	MARKSHEFFEL	4 LANE	1,450,000	0	1,450,000	0	111,654	1,338,346 *	92%	2010
B-L PKWY	S. BOUNDARY	PCFL VLLY RD	4 LANE	5,750,000	0	5,750,000	0	2,091,275	3,658,725 *	64%	2010
POWERS	B-L PKWY	I-25	4 TO 6 LANES	2,375,000	0	2,375,000	0	69,828	2,305,172 *	97%	2010
POWERS	BRADLEY	HANCOCK	4 TO 6 LANES	5,895,000	0	5,895,000	0	561,175	5,333,825 *	90%	2010
				\$103,603,250	\$9,507,500	\$90,840,083	\$16,379,515	\$77,716,235		75%	

100% 9% 16% 75%

\* Possible direct cash advance by Banning-Lewis Ranch (in the event offsite development does not occur prior to B-LR traffic need -- \$40,689,935 )

1. TOTAL B-LR COSTS ARE SUM OF DIRECT AND FEE COST CONTRIBUTIONS.

F:\USER\ARIES\PLAN\TRP\FEE\TF80707.MR1



## EXHIBIT G -- BANNING-LEWIS RANCH OFF-SITE ROADWAY IMPROVEMENT WORKSHEETS

02-Jun-88 12:24

\$0.39

OFFSITE ROADWAY IMPROVEMENT (25% ABSORPTION) FEE:  
 MARKSHEFFEL ROAD IMPROVEMENT COST ALLOCATION DETAIL:

ROADWAY	FROM	TO	IMPROVEMENT	DIRECT		OFF-SITE COST	FROM B-LR FEE	NON B-LR CONTRAST. YR.	
				TOTAL COST	B-LR COST			AMOUNT	% NEEDED
MARKSHEFFEL	WOODMEN	DUBLIN	4 LANES	\$2,055,000	\$2,055,000	\$0	\$0	\$0	0% 2010
MARKSHEFFEL	DUBLIN	BRIDLESPUR	4 LANES	1,925,000	0	1,925,000	83,545	\$1,841,455	96% 2010
MARKSHEFFEL	BRIDLESPUR	BARNES	4 LANES	1,565,000	455,000	1,110,000	89,494	\$1,020,506	65% 2005
MARKSHEFFEL	BARNES	CAREFREE	4 LANES	1,950,000	1,950,000	0	0	\$0	0% 2005
MARKSHEFFEL	BARNES	CONSTITUTION	4 LANES	2,650,000	0	2,650,000	142,610	\$2,507,390	95% 2005
MARKSHEFFEL	CAREFREE	CONSTITUTION	4 LANES	3,465,000	0	3,465,000	78,057	\$3,386,943	98% 2005
MARKSHEFFEL	CONSTITUTION	U.S. 24	4 LANES	1,785,000	1,785,000	0	0	\$0	0% 2010
MARKSHEFFEL	U.S. 24	HYW. 94	4 LANES	1,950,000	1,950,000	0	0	\$0	0% 2000
MARKSHEFFEL	HYW. 94	PETE/FALC	4 LANES						
GRAND TOTAL				\$17,345,000	\$8,195,000	\$9,150,000	\$393,706	\$8,756,294	50%

AGREEMENT BETWEEN THE COUNTY OF EL PASO, STATE OF COLORADO  
AND THE CITY OF COLORADO SPRINGS, STATE OF COLORADO

FOR

ROAD MAINTENANCE SERVICES/BANNING-LEWIS RANCH/COLORADO CENTRE

THIS INTERGOVERNMENTAL AGREEMENT made and entered into this 13<sup>th</sup> day of September, 1988, by and between the COUNTY OF EL PASO, State of Colorado, a body corporate and politic, by and through its Board of County Commissioners, hereinafter referred to as the "County", and the CITY OF COLORADO SPRINGS, State of Colorado, a home rule municipal corporation, by and through its City Council, hereinafter referred to as the "City."

RECITALS

1. The City is considering annexation of approximately 24,411 acres known as the Banning-Lewis Ranch/Colorado Centre Annexation (hereinafter referred to as the "Property") to the City of Colorado Springs.
2. It is anticipated that the effective date of the annexation of the Property to the City will be on or about August 19, 1988.
3. At the present time, the Property is rural in nature and it is anticipated that the level of necessary road maintenance services through the year 1992 will remain relatively low in comparison to balance of the City.
4. The City desires to contract with the County for the performance of the hereinafter described road maintenance services within the Property by the County through the El Paso County Public Works Department.
5. The County is agreeable to rendering such road maintenance services on the terms and conditions hereinafter set forth.
6. This Intergovernmental Agreement is authorized pursuant to Section 18, Article XIV, of the Colorado Constitution and Section 29-1-201, et seq., Colorado Revised Statutes.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. TERRITORY COVERED

1.1 The territory covered by this Agreement includes the public roads contained within the Property described and depicted on Exhibits "A" and "B" attached hereto, and such other public roads within the Property which may later be accepted by the City. the City agrees to promptly notify the County of any such acceptance of additional public roads by the City.

1.2 For the purposes of this Agreement, the term "public road(s)", as used herein, shall be defined as all roads within the Property identified and

presently recognized by the County as being public and such public roads within the Property which may later be accepted by the City. The term "public road(s)" shall include, as applicable, the entire public right-of-way, including the gravel, the asphalt driving surfaces, shoulders, and drainage ways.

## 2. SCOPE OF SERVICES

2.1 The County agrees to provide general road maintenance services upon the public roads located within the Property to the extent and in the manner set forth in the Scope of Services, Exhibit "C", attached hereto. Notwithstanding said Scope of Services, the City reserves the right to either perform or contract with others to perform a portion or all of said services. To the extent that the City elects to perform or contract with others to perform a portion or all of said services, the City shall notify the County of same at least ninety (90) days in advance of the date the County is to cease performing said services. In the event of an emergency, no advance notice is required from the City.

2.2 It is agreed and understood that the "overlay and treatment" services specified in Exhibit "C" shall not be applicable for the first five years after the construction and acceptance of new public roads, except in cases where abnormal deterioration occurs as determined by the City Public Works Director.

2.3 In addition to or concurrent with the rendering of said road maintenance services, the County shall, with all due diligence, after discovery of same, correct any physical condition existing within any of the public roads covered by this Agreement which, in reasonable judgment, constitutes or in the reasonably foreseeable future could constitute, an unreasonable risk to the health or safety of the public. For the purposes of this subsection 2.3, "discovery" shall mean such time as the County becomes aware of any such physical condition or upon notification by the Public Works Director of the City. Notification shall be deemed complete upon verbal contact with the El Paso County Public Works Director or his duly authorized representative of the existence of a dangerous condition within a public road, timely followed by a written confirmation of the substance of the prior verbal contact.

## 3. LEVEL OF SERVICE

3.1 The County shall provide to the City a monthly report of road maintenance activities generated as a result of this Agreement. Such report shall include, by way of example only, the frequency, nature and extent of such services rendered.

3.2 The County agrees to use its best efforts in the performance of its duties pursuant to this Agreement and to exercise the maximum amount of prudence and safety. In this respect, the County shall give prompt and due consideration to all requests of the City regarding delivery of road maintenance services provided by this Agreement. The County shall make every effort to comply with these requests and all such requests for services, other than citizen calls shall be made by the City's Public works Director to the County's Public Works Director, or as may be otherwise agreed by both directors.

#### 4. LABOR, EQUIPMENT AND MATERIALS

The County shall furnish and/or provide all necessary labor, supervision, equipment, materials, office space, and operating and office supplies necessary to maintain the level of service to be rendered hereunder. The term "labor" as used herein shall include the costs of standard County wages, including overtime when applicable, fringe benefits, and overhead expenses. Equipment rates shall be as per El Paso County's current equipment rate schedule.

#### 5. COMPENSATION

5.1 The City agrees to pay the County the actual costs, i.e., direct and allocated indirect costs as per the El Paso County Allocations Plan, associated with the provision of said road maintenance services provided herein. The County agrees that, to the extent possible, the overlay and surface treatment programs for public roads within the Property shall be bid with similar programs elsewhere in the County in order to realize the most cost effective prices. The County further agrees that the prior written consent of the City shall be required for the purchase of capital improvements to serve the Property for which the City will be billed.

5.2 The City shall pay the stated invoice cost for maintenance within thirty (30) calendar days after receipt of the County's invoice for the maintenance services rendered by the county the preceding month. If the City does not make timely payment, the County may terminate this Agreement with thirty (30) days prior written notification. In such event, the City shall be liable for all road maintenance services rendered by the County to the date of termination. If the City pays all past due payments within the thirty (30) day notification period, this agreement shall continue unless otherwise terminated as provided herein.

5.3 Financial obligations of the City are contingent upon funds for the purposes set forth in this Agreement being appropriated, budgeted and otherwise made available. Should such funds not be budgeted or appropriated, this Agreement may be terminated by the County upon the giving of thirty (30) days prior written notification to the City; however, in such event, the City shall be liable for the cost of road maintenance services rendered by the County to the day of termination.

5.4 Financial obligations of the County are contingent upon funds for the purposes set forth in this Agreement being appropriated, budgeted, and otherwise made available. If the County fails to appropriate, budget or otherwise make available sufficient funds for the County Public Works Department to meet its obligations under this Agreement, the City may terminate this Agreement upon the giving of thirty (30) days prior written notification to the County.

#### 6. PERSONNEL

6.1 The rendition of the road maintenance services provided for herein, the standards of performance, the discipline of employees, and other matters incident to the performance of such services and the control of personnel so employed, shall remain the responsibility of the County.

6.2 All persons employed in the performance of such road maintenance services for the County pursuant to this Agreement shall be County employees, or independent contractors of the County, and the City shall not be called upon to assume any liability for the direct payment of any salary, wages or any other compensation to the County personnel or County contractors performing road maintenance services hereunder for the Property, nor any liability other than that provided for in this Agreement.

#### 7. GOVERNMENTAL IMMUNITY

The City and the County do not, by the terms of this Agreement, waive the immunity granted them in the Colorado Governmental Immunity Act, Sections 24-10-101 et seq., C.R.S.

#### 8. TERM

This Agreement shall be effective upon the date of annexation of the Property to the City and shall terminate at the end of the day on December 31st, 1992, unless extended with the written consent of the parties. Notwithstanding the foregoing provision, either party, with or without cause, may terminate this Agreement upon the giving of 90 days prior written notice of such termination to the other respective party. Notice shall be deemed to have been given upon the mailing of said notice by United States certified, First Class mail, postage prepaid and addressed to their respective addresses.

El Paso County  
Department of Public Works  
3170 Century  
Colorado Springs, CO 80907

City of Colorado Springs  
Department of Public Works  
30 South Nevada Avenue  
Colorado Springs, CO 80903

ATTN: Director of Public Works

ATTN: Director of Public Works

#### 9. UTILITY IMPROVEMENTS

During the term of this Agreement, the City agrees to notify the County of any utility improvements to be made within public road rights of way within the Property to the extent that the City has knowledge of same.

#### 10. MISCELLANEOUS PROVISIONS

10.1 This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceedings against either the City or the County because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.

10.2 Except as specifically provided otherwise herein, no modification or waiver of this Agreement or of any covenant, condition, or provisions herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.



10.3 This written Agreement embodies the whole Agreement between the parties hereto and there are no inducements, promises, terms, conditions or obligations made or entered into either by the City or the County other than those contained herein.

10.4 All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement of covenant were not contained herein.

10.5 This Agreement shall be binding upon the respective parties hereto, their successors and assigns, and may not be assigned by anyone without the prior written consent of the other respective party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF COLORADO SPRINGS  
STATE OF COLORADO

By: *Robert Isaac*

Robert Isaac, Mayor  
30 South Nevada Avenue  
Colorado Springs, CO 80903

ATTEST:

*R. E. [Signature]*  
City Clerk

APPROVED AS TO FORM:

*Asst. [Signature]*  
City Attorney

COUNTY OF EL PASO, STATE OF  
COLORADO, by and through its  
Board of County Commissioners

By: *Marcy Morrison*

Marcy Morrison, Chairperson  
27 East Vermijo  
Colorado Springs, CO 80903

ATTEST:

*Doris Hardy*  
Clerk to the Board of County  
Commissioners

APPROVED AS TO FORM:

*Booth A. Whittier*  
County Attorney

T12S

T13S

BOOK 5557 PAGE 549

R66W

R65W

R65W

R64W

T13S

T14S

T14S

T15S

EXHIBIT MAP  
OF ANNEXED LAND  
LOCATED IN T12S,R65W;  
T13S,R65W;T14S,R64W;  
T14S,R65W;AND IN  
T15S,R65W, ALL OF THE  
6TH P.M.,  
COUNTY OF EL PASO  
STATE OF COLORADO

LEGEND



ARIES ANNEXED LAND

R65W

R64W

R65W

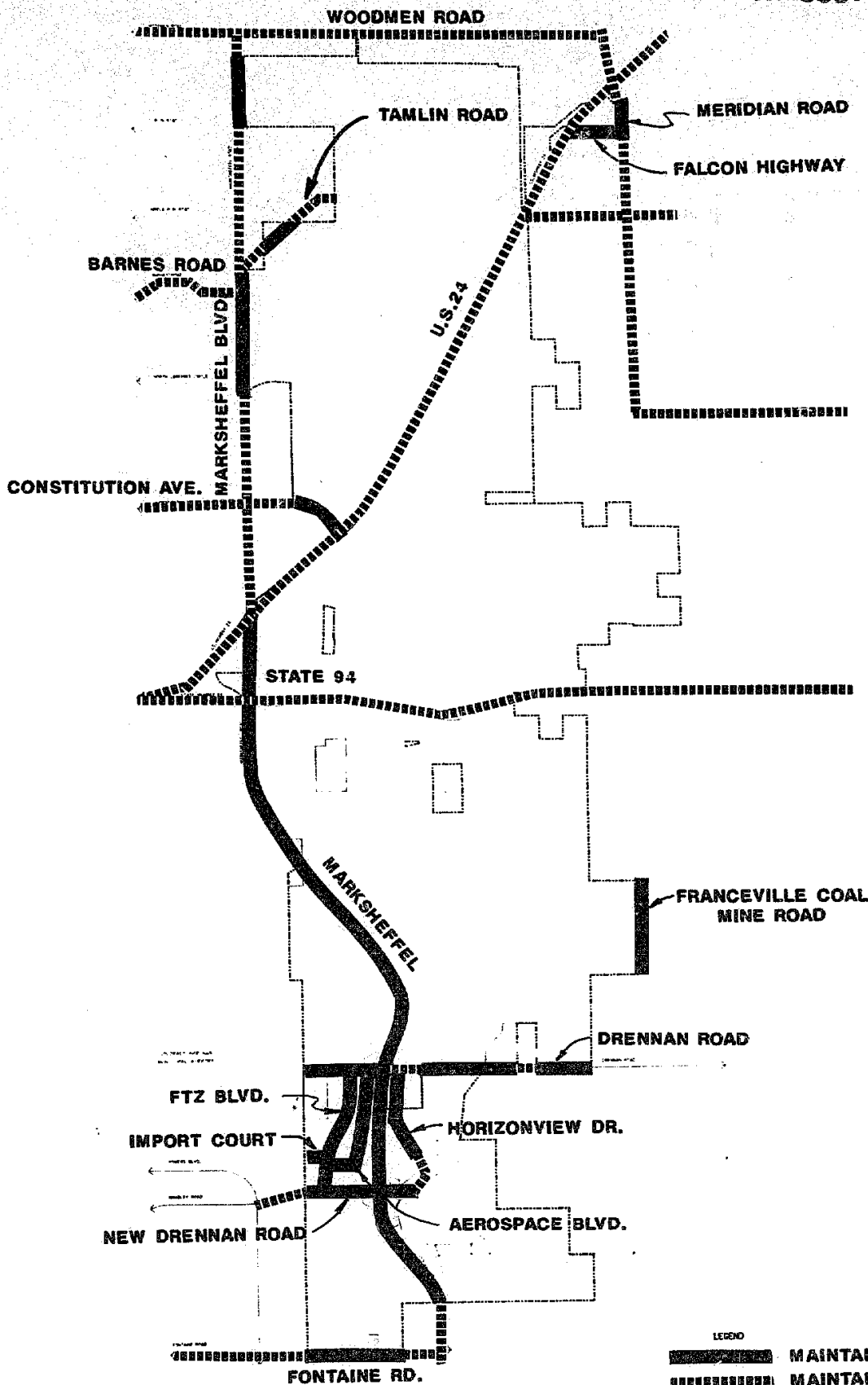
R64W



ARIES ANNEXED LAND  
BANNING-LEWIS RANCH

EXHIBIT A





LEGEND  
 MAINTAINED BY ARIES  
 MAINTAINED BY OTHERS

Date: 07/15/88

BANNING-LEWIS RANCH STREET MAINTENANCE SCOPE OF SERVICES AND ESTIMATED COSTS

NO.	SCOPE OF SERVICES	ACTIVITY	PROPOSED B.L.R. STANDARD	ESTIMATED UNITS A	ESTIMATED UNIT COST B	ESTIMATED QUANTITY C	ESTIMATED FREQUENCY PER YEAR D	ESTIMATED AMOUNT B x C x D
1	OVERLAY AND SURFACE TMT		:12% of paved system overlaid :or seal coated annually	:Lane-mile/yr.	\$9,786.00	3	1	\$29,358.00
2	POTHOLE PATCHING AND COMPLAINTS		:As required/requested :(weekdays, 24 hr response)	:s.f.	\$4.50	1000	1	\$4,500.00
3	GRADING & GRAVELING UNPAVED STREETS		:Every other week or more :frequently if warranted	:Lane-mile/yr.	\$70.38	20	24	\$33,782.40
4	DUST ABATEMENT		:I.A.W. E.P.A. requirements; :calcium chloride semi-annually; :or daily water application :if requested or warranted	:Lane-mile/yr.	\$1,690.00	8	2	\$27,040.00
5	STREET SWEEPING		:Rural roads-as warranted :urban arterials - weekly :urban residential - quarterly	:Mile/yr. :Mile/yr. :Mile/yr.	\$85.00 \$85.00 \$85.00	15 10 1	5 52 4	\$6,375.00 \$44,200.00 \$340.00
6	BRIDGE MAINTENANCE AND REPAIR		:As required to maintain :existing load rating	:Each/yr.	\$400.00	5	1	\$2,000.00
7	PIPE FLUSHING		:As required, new inlets- :cleaned every other month	:Each/yr.	\$75.00	30	6	\$13,500.00

Date: 07/15/88

BANNING-LEWIS RANCH STREET MAINTENANCE SCOPE OF SERVICES AND ESTIMATED COSTS

NO.	SCOPE OF SERVICES	ACTIVITY	STANDARD	ESTIMATED UNITS A	ESTIMATED UNIT COST B	ESTIMATED QUANTITY C	ESTIMATED FREQUENCY PER YEAR D	ESTIMATED AMOUNT B x C x D
8	CHANNEL CLEANING AND MAINTENANCE	As warranted		Mile/yr.	\$6,000.00	2	1	\$12,000.00
9	SNOW/ICE CONTROL							
	Response time to complete							
	full route from mobilization	5-8 hours						
	of crews							
	Material type	Sand + 12% Salt						
	Application rate	400-600 lbs. per land mile *						
	Closing policy due to drifting	Undesirable 3-5 days						
	snow or heavy accumulations	acceptable closing from end						
	of a county-declared	major storm						
	Equipment Assignments							
	Priority Routes	1 truck, plow, spreader						
		spreaders dedicated per 32						
		miles of road, regardless						
		of classification						
	Non-Priority Routes	N/A - all roads are plowed						
		limited to hills, curves						
		and dangerous areas						

Date: 07/15/88

PREPARED BY A.J. TESTA/SUZETTE - Page 3 of 3

BANNING-LEWIS RANCH STREET MAINTENANCE SCOPE OF SERVICES AND ESTIMATED COSTS

NO.	SCOPE OF SERVICES	ACTIVITY	PROPOSED B.L.R. STANDARD	ESTIMATED UNITS A	ESTIMATED UNIT COST B	ESTIMATED QUANTITY C	ESTIMATED FREQUENCY PER YEAR D	ESTIMATED AMOUNT B x C x D
10	DEAD ANIMAL AND HAZARD REMOVAL		Weekdays, business hours as requested	:Each/yr.	\$30.00	1	50	\$1,500.00
11	UTILITY EXCAVATION INSPECTION		On site inspection, City Engineering Standard	:Contractors pay: this *				
12	RUBBISH COLLECTION		None					
13	CRACKFILLING		10% of paved streets/year	:Lane-mile/yr.	\$20.00	40	1	\$800.00
14	SHOULDER GRADING		Annually, or if shoulder drop-offs appear	:Mile/yr.	\$350.00	12	1	\$4,200.00
	TOTAL:							\$219,595.40

\* CITY AND COUNTY PERMIT REQUIRED

Attach to Exhibit H

BOOK 5557 PAGE 554



ARIES PROPERTIES INCORPORATED

September 14, 1988

Mr. James E. Phillips  
City Manager  
City of Colorado Springs  
30 South Nevada  
Colorado Springs, CO 80903

RE: Road Maintenance/Banning-Lewis Ranch

Dear Jim:

As you know an intergovernmental agreement between El Paso County and the City of Colorado Springs for road maintenance services has been executed pursuant to the Annexation Agreement between the City of Colorado Springs and the Annexors relating to Banning-Lewis Ranch. The agreement is an exhibit to the annexation agreement. The Road Maintenance Agreement contains a Scope of Services, Exhibit "C", which requires that 12% of the paved road system be overlaid or seal coated annually. Section 2.2 of the Road Maintenance Agreement states:

"It is agreed and understood that the "overlay and treatment" services specified in Exhibit "C" shall not be applicable for the first five years after the construction and acceptance of new public roads, except in cases where abnormal deterioration occurs as determined by the City Public Works Director".

It is the understanding of Aries Properties that the City Public Works Director desires that Section 2.2 be deleted from the Road Maintenance Agreement. Because an amendment to this agreement would require rehearings and re-execution of the agreement by El Paso County and the City, necessitating a delay in the final recording of all annexation documents, we agree to pay for the "overlay and treatment" services for the first five years after the construction and acceptance of new public roads



Page Two  
Mr. James Colvin  
September 14, 1988

if required by the City Public Works Director. It is the intent of this letter to place the City in the same position under the Road Maintenance Agreement as it would be if Section 2.2 were deleted in its entirety.

Sincerely,

A handwritten signature in dark ink, appearing to read "Steven A. Douglas".

Steven A. Douglas  
President

SAD/slW/00032.1tr



AVIGATION EASEMENT AND AGREEMENTEXHIBIT I

THIS AVIGATION EASEMENT AND AGREEMENT is granted and entered into this  
 day of \_\_\_\_\_, 1988, by and among \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

and the City of Colorado springs, a home rule City and a Colorado municipal corporation of the County of El Paso, State of Colorado (the "City").

WHEREAS, Grantors are the owners, either individually or jointly, of the property situated in El Paso County, Colorado, described on Exhibit A attached hereto (the "Property"); and

WHEREAS, the Grantors desire to grant to the City an avigation easement in the airspace above the Property for the purpose of conducting operations at the City of Colorado Springs Municipal Airport (the "Airport") adjoining the Property, and have agreed to restrictions on the use of the Property in accordance with Chapter 14, Article 3, Part 26 of the City Code of the City of Colorado Springs (the "Code") as may be amended from time to time, and in accordance with the Federal Aviation Administration Part 77 approach surface criteria; and the FAR Part 150 noise contours as they may be amended.

NOW THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors, for themselves, their successors and assigns do hereby grant, bargain, sell and convey unto the City, its successors and assigns, for the use and benefit of the public, an easement and right-of-way, appurtenant to the Airport, for the passage of all aircraft ("aircraft" being defined for the purpose of this instrument as any device now known or hereafter invented, used, or designed for navigation of or flight in the air) by whomsoever owned and operated, in the Instrument Approach Zone and Non-Instrument Approach Zone above the surface of the Property as defined in Section 14-3-2604 and 14-3-2605 of the Code of the City of Colorado Springs 1980, as may be amended from time to time, and in the Part 77 approach surfaces as defined by the Federal Aviation Administration, and the FAR Part 150 noise contours as they may be amended, whichever is greater (the "airspace"), together with the right to cause in the airspace such noise, vibration, and all other effects that may be caused by the normal operation of aircraft landing at or taking off from or operating at or on the Airport.

Grantors covenant that they shall not in the air space, either individually or jointly, erect, alter, allow to grow, or maintain, any building or other man-made structure including antennas or radio towers or natural objects such as trees except as may be allowed by the Code. Grantors shall install, operate and maintain on the Property such markers and lights as shall be deemed necessary by the Airport Director to indicate to operators of aircraft in the vicinity of the Airport the presence of structures or trees or other Airport hazards.



Grantors covenant that they shall not, either individually or jointly, use the Property in such a manner as to create electrical interference with radio communication between the Airport and aircraft; make it difficult for flyers to distinguish between Airport lights and others; result in glare in the eyes of flyers using the Airport; impair visibility in the vicinity of the Airport; or otherwise endanger the landing, taking off or maneuvering of aircraft, unless a variance is obtained from the City.

Grantors hereby waive, remise and release any right or cause of action which they may now have or which they may have in the future against the City, its successors and assigns, with respect to the Property, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused by the normal operation of aircraft landing at, or taking off from, or operating at or on the Airport. Nothing stated in the foregoing waiver, shall release the City from liability for damages or divest the Grantors, their heirs, representatives, successors and assigns from any right or cause of action for damages to any person or property resulting from the unlawful or negligent operation of any aircraft at any altitude over and across the Property. This waiver, grant and release is personal to the City, and shall not extend to, nor be enforced by, any other person or entity, including without limitation, any airline company or any other governmental entity. If any action is brought against the City, the City will have all the defenses and immunities available to it as provided in the Colorado Governmental Immunity Act as the same may be amended from time to time.

TO HAVE AND TO HOLD said easement and right-of-way, and all rights appertaining thereto unto the City, its successors and assigns, until the Airport is abandoned and ceases to be used for public airport purposes, it being understood and agreed that these covenants and agreements shall run with the land. This Easement and Agreement shall supersede any prior aviation easements covering the Property.

This Aviation Easement and Agreement may be executed in counterpart copies, each of which shall be fully binding on the party or parties executing the same as if all signatories signed a single copy.

---

Signatures

AGREEMENT BETWEEN THE COUNTY OF EL PASO, STATE OF  
COLORADO AND THE CITY OF COLORADO SPRINGS, STATE OF COLORADO  
CONCERNING LAW ENFORCEMENT SERVICES FOR THE  
BANNING-LEWIS/COLORADO CENTRE ANNEXATION

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 22<sup>nd</sup> day of August, 1988, by and between the COUNTY OF EL PASO, State of Colorado, by and through its Board of County Commissioners ("County"), the EL PASO COUNTY SHERIFF'S OFFICE ("EPCSO"), the CITY OF COLORADO SPRINGS, State of Colorado, a home rule municipal corporation ("City"), and the COLORADO SPRINGS POLICE DEPARTMENT ("CSPD").

RECITALS

1. The City is considering annexation of approximately 24,411 acres, known as the Banning-Lewis Ranch/Colorado Centre Annexation ("Property"), as depicted in Exhibit "A" hereto, to the City of Colorado Springs.
2. It is anticipated that the effective date of the annexation of the Property to the City will be on or about August 19, 1988.
3. At the present time, the Property is rural in nature and does not require the regular urban police services of the Colorado Springs Police Department. It is anticipated that the level of necessary law enforcement services through the year 1992 will remain relatively low in comparison to the balance of the City.
4. The City desires to contract with the County for the performance of the hereinafter described law enforcement services within the Property by the County through the El Paso County Sheriff's Office.
5. The County is agreeable to rendering such law enforcement services on the terms and conditions set forth herein.
6. As evidenced by their signatures, the El Paso County Sheriff and the Chief of Police of Colorado Springs have accepted and consented to the terms and conditions of this Agreement.

7. This Intergovernmental Agreement is authorized pursuant to Section 18, Article XIV, of the Colorado Constitution and Section 29-1-201, et seq., Colorado Revised Statutes.

NOW, THEREFORE, for and in consideration of mutual covenants, conditions and promises contained herein, the parties agree as follows:

1. TERRITORY COVERED:

The territory covered by this Agreement is all of that certain property depicted in Exhibit "A" hereto, and which is the subject of annexation proceedings by the City as described in the Annexation Agreement.

2. SCOPE OF SERVICES:

2.1 The County agrees to provide basic patrol services, including routine patrol, receiving and dispatching calls for service to the EPCSO unit on the Property, conducting preliminary investigations of criminal incidents, crime scene preservation, traffic accident scene control, on-view criminal and traffic law enforcement, and any other first respond or public safety services as required. Specifically, the EPCSO will be responsible for the following:

a. Assignment of a patrol unit 24 hours per day, seven days per week to the Property. This unit may respond outside the Property to provide backup or to provide primary response only in life threatening situations.

b. Receive and dispatch all calls for service on the Property. All 911 calls for service from the Property will continue to be routed to the EPCSO for dispatch. The EPCSO will be responsible only for initial response police services. Follow-up investigations, crime scene work, major incidents, and traffic accident investigations will be handled by the CSPD.

c. Notify CSPD dispatch of any situation that may require immediate follow-up, or police resources beyond the EPCSO's initial patrol responder.

d. Respond to all reported traffic accidents for the purpose of initial assessment, providing emergency services, and traffic control. The EPCSO dispatch will request a CSPD accident investigator when an accident report is required.

e. Make on-view criminal and traffic arrests and issue summonses. In such cases, the EPCSO unit will take appropriate police action, including report completion and evidence confiscation as per EPCSO procedures. Routine EPCSO evidence storage (except vehicle impoundments) and court appearance procedures will be followed by the charging EPCSO Deputy.

f. Notify CSPD dispatch of any request for vehicle impoundment or no-preference motorist tow. These will be handled under current City contracts.

g. All preliminary case reports from the Property will be taken by the EPCSO unit on CSPD case report forms unless directed otherwise by the CSPD. EPCSO Teleserve reports from the Property will also be completed on CSPD case report forms.

h. Provide the CSPD with daily EPCSO list history reports containing computer aided dispatch (CAD) incident information.

i. Provide the CSPD with documentation of all reports taken on, or pertaining to, the Property. This documentation will include all original CSPD case reports and custody reports, and copies of all summonses, evidence forms, traffic citations, impound reports, and other police reports from the Property. This report documentation will be available to the CSPD within 48 hours of the incident generating the report.

2.2 The CSPD will have the following responsibilities:

a. Provide follow-up investigative services. This will include case follow-up, suspect identification, interviewing, and crime scene processing as required.

b. Respond to and enforce violations of City ordinances which are not covered under state statutes for enforcement response by the EPCSO unit.

c. Respond to and investigate all traffic accidents on the Property requiring accident reporting. The EPCSO will dispatch the EPCSO unit to accident scenes for initial assessments, emergency services, and traffic control.

d. Handle all major incidents on the Property (i.e. serious felonies, aircraft crashes, demonstrations, etc.). As referenced above in Subsection 2.1 (g) of the EPCSO's responsibilities, the EPCSO unit will complete the CSPD preliminary case report unless directed otherwise by the CSPD.

e. Report all Uniform Crime Report (UCR) requirements for the Property. In addition, the CSPD will compile and monitor all other crime, incident, and traffic data from the Property.

f. Extend other ancillary police services as required to the Property, including traffic enforcement, crime analysis, crime prevention, warrant service, and narcotics investigation.

### 3. LEVEL OF SERVICE:

Because the City is jurisdictionally responsible for public safety on the Property, the City shall have police command authority over all law enforcement services referenced in this Agreement provided on the Property.

### 4. EQUIPMENT:

4.1 Except as otherwise provided herein, the County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies as necessary to maintain the level of service to be rendered

hereunder. It is expressly understood that any equipment used in the performance of this Agreement shall remain in the ownership of the County, and any and all necessary maintenance relative to such law enforcement equipment shall be the sole responsibility of the County.

4.2 Notwithstanding anything hereinbefore contained, it is agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of the City, the same shall be supplied by the City at its own costs and expense.

5. COMPENSATION:

5.1 The City agrees to compensate El Paso County the pro rata portion of \$211,446.00 calculated from the effective date of this Agreement for services provided by EPCSO in 1988. As additional compensation, the City will pay to the County \$36,188.00, for purchase of two vehicles and for vehicle equipment costs within 30 days of the effective date of this Agreement.

5.2 Compensation shall be paid quarterly and will be due and payable in advance of the first day of each calendar quarter. The fee amount may be adjusted annually as necessary by El Paso County to provide the services required under this Agreement. However, the amount will not exceed the actual costs of services.

5.3 Financial obligations of the City are contingent upon funds for the purposes set forth in this Agreement being appropriated, budgeted and otherwise made available. Should such funds not be budgeted or appropriated, this Agreement may be terminated by either party upon thirty (30) days notification. In such event, the City shall be liable for the cost of all law enforcement services and functions rendered by the EPCSO to the day of termination.



5.4 Financial obligations of the County are contingent upon funds for the purposes set forth in this Agreement being appropriated, budgeted or otherwise made available. If the County fails to appropriate, budget or otherwise make available funds sufficient for the EPCSO to meet its obligations under this Agreement, the City may terminate this Agreement upon the giving of thirty (30) days prior written notice of such termination to the County.

6. PERSONNEL:

6.1 The County and its Sheriff shall have full cooperation from the City, the City Police Department and its respective officers, agents, and employees, so as to facilitate the performance of this Agreement.

6.2 The El Paso County Sheriff shall control the rendition of the law enforcement services provided for in Section 2.1 of this Agreement, the standards of performance, the discipline of officers, and other matters incident to the performance of such service and the control of personnel so employed.

6.3 All persons employed in the performance of such law enforcement services for the County pursuant to this Agreement shall be County employees and no person employed hereunder shall have any City pension, civil service or any status or right.

6.4 The City shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any County personnel performing law enforcement services hereunder for the County, nor any liability other than that provided for in this Agreement.

6.5 Except as herein specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his/her employment.



7. LIABILITY INSURANCE:

7.1 The City, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts, errors, or omissions of the County or any officer or employee thereof. Likewise, the County, its officers or employees, shall not be deemed to assume any liability for intentional or negligent acts, errors, or omissions of the City or any officer or employee thereof.

7.2 The City agrees to indemnify, defend and hold harmless, to the extent allowed by law, the County, its respective agents, officers, servants and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, actions and causes of action whatsoever, arising out of or related to the City's intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, whether contractual or otherwise. Likewise, the County agrees to indemnify, defend and hold harmless, to the extent allowed by law, the City, its respective agents, officers, servants and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, actions and causes of action whatsoever, arising out of or related to the County's intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, whether contractual or otherwise.

8. EFFECTIVE DATE AND TERMINATION:

8.1 This Agreement shall be effective upon the effective date of the annexation of the Property, and shall terminate December 31, 1992, unless sooner terminated as provided for herein or unless extended upon mutual agreement of the parties. Notwithstanding the foregoing provision, either party with or without cause, may terminate this Agreement upon the giving of ninety (90) days prior written notice of such termination to the other

respective party. All notices of termination under the terms of this Agreement shall be deemed to have been given upon the mailing of said notice by United States certified first class mail, postage prepaid, and addressed to the appropriate party at the following address:

a. County:

Board of County Commissioners  
County of El Paso  
27 East Vermijo Avenue  
Colorado Springs, CO 80903

Bernard J. Barry, Sheriff  
El Paso County  
15 East Cucharas  
Colorado Springs, CO 80903

b. City:

The City Clerk  
City of Colorado Springs  
30 South Nevada Avenue  
Colorado Springs, CO 80903

James D. Munger, Chief of Police  
Colorado Springs Police Dept.  
224 E. Kiowa Street  
Colorado Springs, CO 80903

8.2 In the event the City is dissatisfied with the County's performance of its duties pursuant to this Agreement and such dissatisfaction cannot be resolved between the City and the County, and/or if the County breaches any of the terms and conditions of this Agreement on its part, the City's sole remedy is to terminate this Agreement as herein provided.

9. MISCELLANEOUS PROVISIONS:

9.1 This Agreement is not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceedings against either the City or the County because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.

9.2 No modification of this Agreement or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

9.3 This written Agreement embodies the whole agreement between the parties hereto and there are no inducements, promises, terms, conditions, or

obligations made or entered into either by the City or County other than those contained herein.

9.4 This Agreement shall be binding upon the respective parties hereto, their successors or assigns, and may not be assigned by anyone without the prior written consent of the other respective party.

9.5 All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF COLORADO SPRINGS

By: *Robert M. Isaac*  
Robert M. Isaac  
Mayor

APPROVED AS TO FORM:

*James J. [Signature]*  
City Attorney 8/22/88

COUNTY OF EL PASO, STATE OF COLORADO,  
BY AND THROUGH ITS BOARD OF COUNTY  
COMMISSIONERS

By: *Marcy Morrison*  
Marcy Morrison  
Chairperson

APPROVED AS TO FORM:

*Barry A. Whittier*  
County Attorney

ATTEST:

*[Signature]*  
City Clerk

COLORADO SPRINGS POLICE DEPARTMENT

By: *P. McElroy*  
James Munger, Chief of Police  
(Acting)

ATTEST:

By: *Doris Hardy*  
Clerk of the Board of County  
Commissioners

EL PASO COUNTY SHERIFF'S OFFICE

By: *Bernard J. Barry*  
Bernard J. Barry, Sheriff

T12S

T13S

BOOK 5557 PAGE 567

R66W

R65W

R65W

R64W

T13S

T14S

T14S

T15S

EXHIBIT MAP  
OF ANNEXED LAND  
LOCATED IN T12S,R65W;  
T13S,R65W;T14S,R64W;  
T14S,R65W;AND IN  
T15S,R65W, ALL OF THE  
6TH P.M.,  
COUNTY OF EL PASO  
STATE OF COLORADO

LEGO

R65W

R64W

ARIES ANNEXED LAND



ARIES ANNEXED LAND  
DANNING-LEWIS RANCH

EXHIBIT A

## EXHIBIT K

## INTERGOVERNMENTAL AGREEMENT

This Agreement is made as of the 17<sup>th</sup> day of August, 1987, between the FOUNTAIN SANITATION DISTRICT, a Colorado quasi-municipal corporation ("FSD"), and the COLORADO CENTRE METROPOLITAN DISTRICT, a Colorado quasi-municipal corporation ("CCMD"). The Parties agree as follows:

Recitals

A. FSD owns and operates a wastewater treatment plant and collection system ("the FSD Facilities") in El Paso County, Colorado, and provides wastewater treatment services to customers located within its district boundaries.

B. CCMD owns and operates a wastewater collection system ("the CCMD Facilities") and is the designated provider of wastewater treatment services to customers located within its district boundaries.

C. The Parties desire to enter into an intergovernmental agreement whereby FSD will provide bulk out-of-district wastewater treatment services to CCMD on the terms and conditions set forth herein.

Terms and Conditions

1. Definitions. When used in this Agreement, the following terms shall have the following definitions:

a. "CCMD" means the quasi-municipal corporation and political subdivision organized and acting pursuant to the provisions of Article 1 of Title 32, C.R.S., known and recorded as the Colorado Centre Metropolitan District, as same exists as of the date of this agreement or as may be expanded through inclusions at a later time.

b. "Fifteen Inch Line" means the fifteen inch diameter outfall sewer line under construction by Smartt Construction Company from Iowa Street to Wilson Road where it will be connected to the Ten Inch Line.

c. "Force Main" means the force main sewer line to be constructed by CCMD from its lift station in the vicinity of Marksheffel Road and Fountaine Boulevard to Iowa Street where it will be connected to the Fifteen Inch Line.

d. "FSD" means the quasi-municipal corporation and political subdivision organized and acting pursuant to the provisions of Article 1 of Title 32, C.R.S., known and recorded as the Fountain Sanitation District, as same exists as of the date of this agreement or as may be expanded through inclusions at a later time.

e. "Little Ranches Lift Station" means the lift station owned by FSD located west of Old Pueblo Road at Wilson Road.

f. "Regional Interceptor" means the regional sewer interceptor line proposed in connection with the Regional Plant.

g. "Regional Plant" means the regional wastewater treatment plant proposed by the Lower Fountain Metropolitan Sewage Disposal District ("LFMSDD") or such other regional wastewater treatment plant that may be constructed instead.

h. "Ten Inch Line" means the ten inch and twelve inch diameter outfall sewer line which runs from the Little Ranches Lift Station Easterly in Wilson Road.

## 2. Fifteen Inch Line/Wastewater Treatment.

a. Subject to the terms and conditions of this Agreement, CCMD intends to construct and maintain the Force Main which will be connected to the Fifteen Inch Line. CCMD has entered into an agreement with Smartt Construction Company wherein CCMD has acquired partial ownership in the Fifteen Inch Line. It is the intent of CCMD and Smartt Construction Company to jointly dedicate the Fifteen Inch Line to FSD upon completion of said line to FSD's satisfaction.

b. In consideration of the dedication of the Fifteen Inch Line and the wastewater treatment charges set forth herein, FSD shall receive and treat the wastewater transported by CCMD through the Force Main until such time as the Regional Plant begins receiving and treating all of CCMD's wastewater through the Regional Interceptor.

c. Prior to delivering wastewater flows to FSD, CCMD shall install, at CCMD's expense, a flow monitoring meter at such location as may be mutually agreed by the parties for the purpose of measuring the amount of flows delivered to FSD by CCMD. Said flow monitoring meter shall be calibrated not less than annually by FSD which shall submit to CCMD a certified report each time the flow monitoring meter is calibrated. Said report shall certify that the flow monitoring meter has been checked and calibrated by a qualified inspector for proper operation and accuracy. CCMD may, if it so chooses, witness such calibration procedures by FSD and FSD shall give CCMD notice of when such calibration activities will be performed by FSD. The expenses of said reports and calibration shall be borne by CCMD. *CCMD further agrees to pay for any costs associated with the sampling of CCMD's wastewater for water quality parameters.*

d. CCMD shall be responsible for obtaining all right-of-way and required permits necessary for the construction and operation of the Force Main.

e. CCMD agrees to adopt the pretreatment regulations of FSD ~~so long as same are not more restrictive than the City of Colorado Springs.~~ CCMD further agrees to subsequently amend its



pretreatment regulations, as may be necessary from time to time, so as to remain consistent with FSD's pretreatment regulations, so long as such regulations do not become more restrictive than those of the City of Colorado Springs. In the event that property within the boundaries of CCMD is annexed to the City of Colorado Springs, FSD agrees that the pretreatment regulations of the City of Colorado Springs may be utilized by CCMD. *8.4.88*

3. Charges for Wastewater Treatment Service. CCMD shall pay to FSD a base charge of \$150.00 per month, together with an additional charge equal to \$1.35 per 1000 gallons of wastewater treated, (collectively, "the Service Charge") for actual wastewater treatment services during the remainder of 1987. The Service Charge shall be billed to CCMD on a monthly basis. Commencing on January 1, 1988, and on January 1 of every year thereafter during the term of this Agreement, the Service Charge shall be readjusted in accordance with the formula set forth on the attached Exhibit A. Said readjustment shall be determined not later than September 1st of each year in order to enable the Parties to properly budget for same.

4. Expansion of Certain FSD Facilities. In the event that the Fifteen Inch Line, Lift Station, Ten Inch Line and/or existing wastewater treatment plant ("the Plant") reach capacity and require expansion in order to provide additional wastewater treatment desired by CCMD prior to such time as the Regional Plant begins receiving and treating all of CCMD's wastewater, CCMD agrees to comply with the Rules and Regulations of FSD then in effect with regard to paying for any such expansions unless otherwise agreed by the Parties. CCMD acknowledges that said Rules and Regulations may require CCMD to pay for such expansions.

5. Reservation of Return Flows. Upon the delivery of wastewater to FSD, CCMD shall have the exclusive right to reuse, successively use, and dispose of by sale, lease, use or otherwise, the water remaining after treatment of said wastewater pursuant to this Agreement until the same are completely consumed. Such rights are described by reference to C.R.S. Subsection 37-82-106 and are hereinafter referred to as Reuse Rights. FSD agrees not to claim any Reuse Rights in connection with CCMD's wastewater and CCMD agrees to indemnify and hold FSD harmless from and against any and all liability, loss or damage that FSD may suffer as a result of claims, demands, costs or judgments arising out of or in connection with said Reuse Rights. CCMD agrees to pay for costs that are associated and required in metering or otherwise calculating said Reuse Rights that are in excess of FSD's normal discharge monitoring costs.

6. Peaceful Valley Lagoon. In the event that FSD includes the area presently served by the Peaceful Valley Lagoon, or otherwise agrees to serve that area, CCMD shall permit FSD or the developer of Peaceful Valley to connect a sewer line to the CCMD wastewater collection system, on such terms and in such manner as is approved by CCMD. CCMD shall not be responsible for any of the costs of constructing or connecting such sewer line to the CCMD system.



7. Design of Regional Interceptor. In order to expedite the development of the Regional Plant, CCMD (either on its own or in cooperation with representatives of the Banning Lewis Ranch) will commence preliminary design of a portion of the Regional Interceptor line from the boundary of CCMD to Iowa Street.

8. Indemnification. CCMD hereby indemnifies and agrees to hold FSD harmless from and against any and all liability, loss or damage that FSD may suffer as a result of claims, demands, costs or judgments arising out of or in connection with the construction or operation of its system, specifically the failure of CCMD's customers to comply with the pretreatment regulations called for in Paragraph 2.e. hereof. FSD hereby indemnifies and agrees to hold CCMD harmless from and against any and all liability, loss or damage that CCMD may suffer as a result of claims, demands, costs or judgments arising out of or in connection with the construction or operation of the Fifteen Inch Line, the Lift Station, the Ten Inch Line and the Plant.

9. Payment. CCMD agrees that all payments due hereunder, including, but not necessarily limited to, charges for wastewater treatment service and flow monitoring costs, shall be paid to FSD by CCMD not later than thirty (30) days after receipt of billing for same from FSD. If any payment or any part thereof due FSD from CCMD shall remain unpaid following its due date, CCMD shall be charged with and will pay to FSD interest on the amount unpaid from its due date until paid at the rate of one percent (1%) per month (or fraction thereof). The obligation to pay shall be enforceable by FSD by appropriate action, suit or proceeding at law or in equity, and FSD may have and may pursue any and all remedies provided by law for the enforcement of such obligation.

10. Ownership. Notwithstanding any other provision of this Agreement, FSD shall at all times remain the owner and operator of the FSD Facilities, including the Fifteen Inch Line and all easements therefor, and CCMD shall at all times remain the owner and operator of the CCMD Facilities, including the Force Main and the easements therefor.

11. Wastewater Service. Nothing herein shall be interpreted as to require CCMD to actually utilize the Plant, Fifteen Inch Line, Ten Inch Line and/or Lift Station. CCMD reserves the right to utilize the wastewater treatment facilities, either in whole or in part, of other wastewater treatment providers, including, but not limited to, Widefield Water and Sanitation Company, City of Colorado Springs, LFMSDD, and Cherokee Water and Sanitation District, as well as CCMD's own facilities. So long as CCMD is connected to FSD's system, however, the monthly base charge shall be paid.

12. El Paso County. From and after the effective date of this Agreement, FSD agrees, upon request, to provide El Paso County with a letter committing to the acceptance of wastewater from CCMD as same may be required by the El Paso County Land Development Code for subdivision plat approvals.

13. Approvals. Each party shall cause its board of directors to adopt an appropriate resolution approving, authorizing and ratifying this Agreement. Each party shall provide the other Party with a certified copy of such resolution within 30 days after the date of this Agreement.

14. Assignment. This Agreement shall be for the benefit and use of FSD and CCMD, their assignees, transferees, successors and assigns.

15. Entire Agreement. This Agreement sets forth the entire agreement of the Parties concerning the subject hereof. No other promises, representations or warranties have been made by or to, or relied upon by, either Party.

Executed as of the date set forth above.

"FSD"

FOUNTAIN SANITATION DISTRICT,  
a Colorado quasi-municipal  
corporation

By: Harold D. Thompson

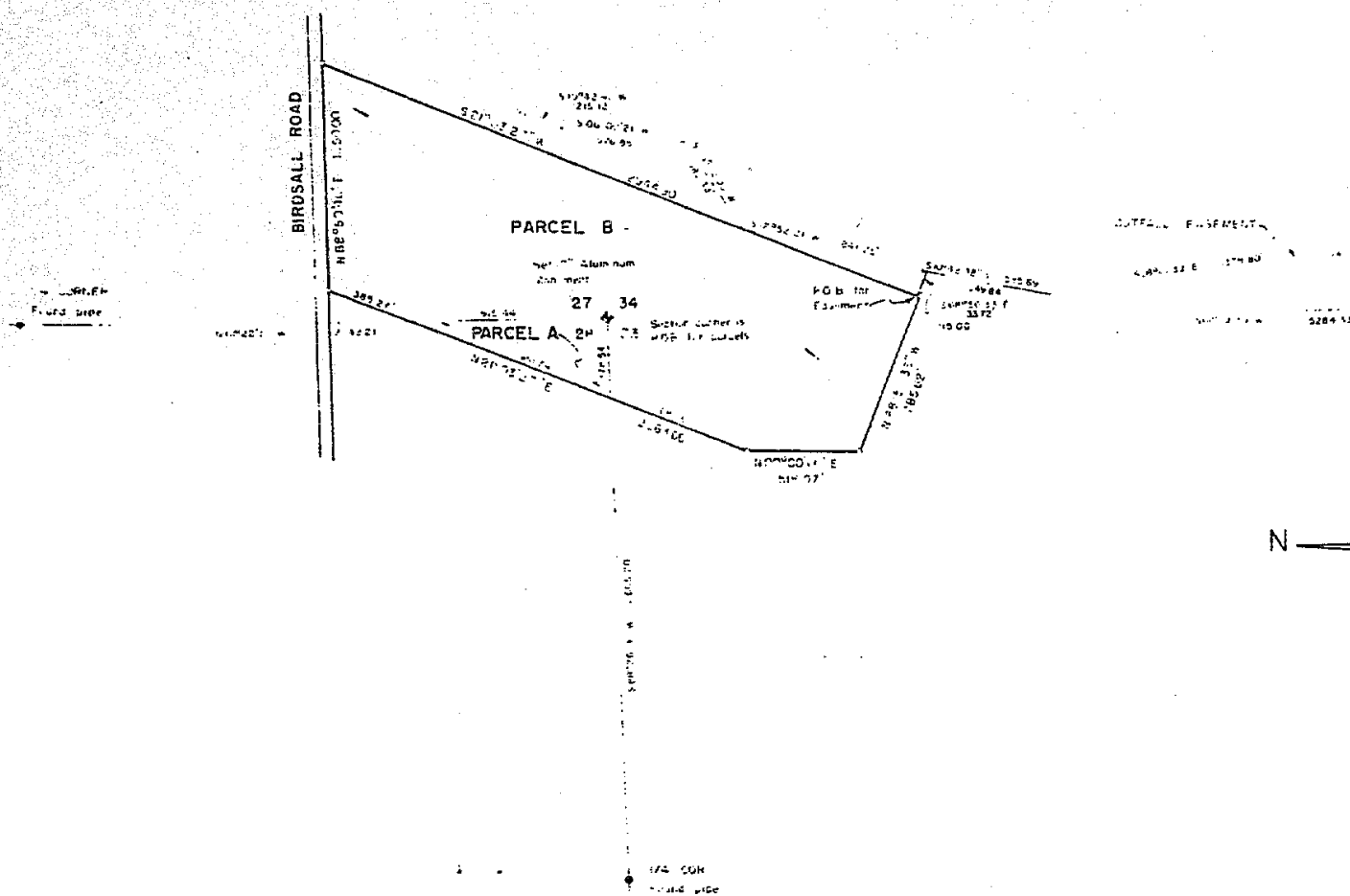
Its: PRESIDENT

"CCMD"

COLORADO CENTRE METROPOLITAN  
DISTRICT, a Colorado quasi-  
municipal corporation

By: Joseph L. Peña

Its: PRESIDENT



#### PARCEL A

That portion of Section 28, Township 16 South, Range 65 West of the 6th P.M. in El Paso County, Colorado described as follows:

beginning at the Southeast corner of said Section 28; thence North  $01^{\circ}22'51''$  West on the East line of said Section 315.44 feet; thence South  $21^{\circ}03'27''$  West, 991.74 feet to intersect the South line of said Section 28; thence North  $88^{\circ}26'06''$  East on said South line, 378.54 feet to the Point of Beginning, containing 3.978 Acres, more or less.

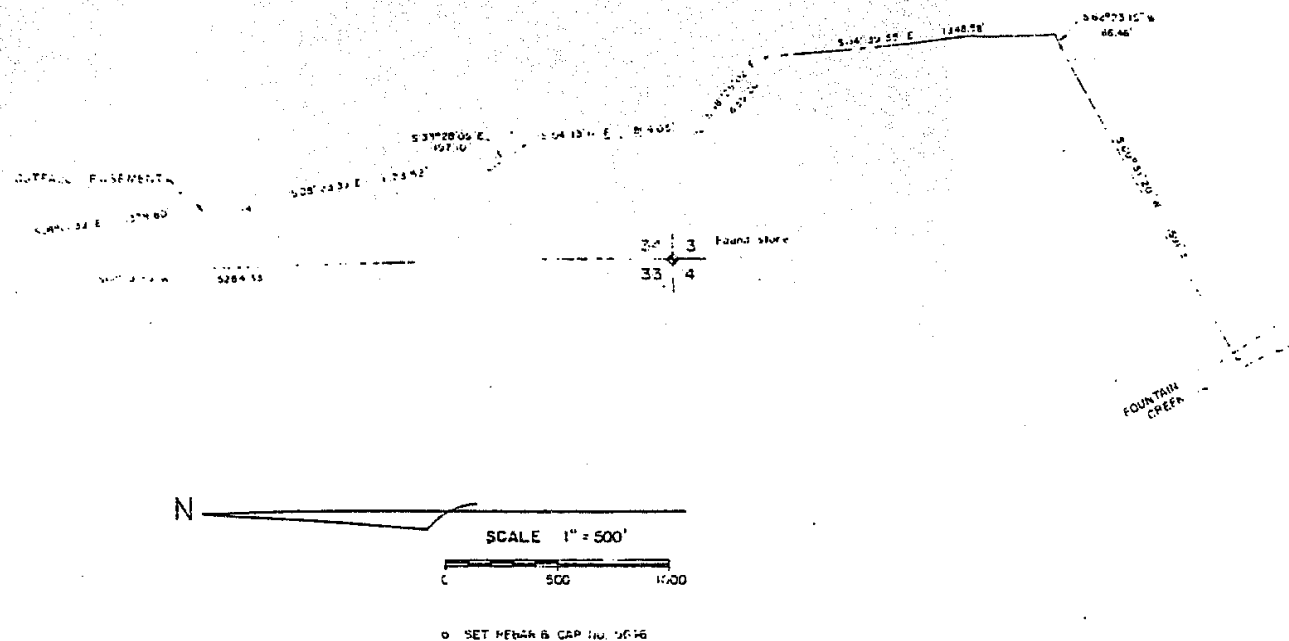
#### PARCEL B

That portion of Sections 27, 34, and 33, Township 16 South, Range 65 West of the 6th P.M. in El Paso County, Colorado described as follows:

Beginning at the Southwest corner of said Section 27; thence North  $01^{\circ}22'51''$  West on the West line of said Section, 915.44 feet; thence North  $21^{\circ}03'27''$  East, 385.27 feet to a point on the Southerly Right of Way line of Birdsell Road (as defined by an existing fence); thence North  $88^{\circ}26'06''$  East on said Right of Way, 1456.00 feet; thence South  $21^{\circ}03'27''$  West 2944.90 feet; thence North  $68^{\circ}56'33''$  West, 785.62 feet; thence North  $03^{\circ}00'00''$  East, 516.97 feet; thence North  $21^{\circ}03'27''$  East, 686.65 feet to intersect the North line to said Section 33; thence North  $88^{\circ}26'06''$  East on said North line, 378.54 feet to the Point of Beginning, containing 51.274 Acres, more or less.

LOWER FOUNTAIN METRO DISTRICT

EXHIBIT L



## OUTFALL EASEMENT

A 30 foot easement over and across portions of Section 34, Township 16 South, Range 65 West of the 6th P.M. and Sections 3 and 4, Township 17 South, Range 65 West of the 6th P.M. in El Paso County; said easement being 15 feet each side of a centerline described as follows.

Commencing at the most southerly corner of Parcel B described above; thence North 21°03'27" East on the easterly line thereof, 15.06 feet to the Point of Beginning of the centerline to be described hereby; thence South 62°56'33" East, 133.72 feet to the flowline of an existing stream bed; thence along said stream bed for the next nine (9) courses: 1) thence South 10°42'38" West, 549.84 feet; 2) thence South 08°01'39" East, 1378.80 feet; 3) thence South 08°23'39" East, 1073.52 feet; 4) thence South 33°28'05" East, 197.10 feet; 5) thence South 04°13'11" East, 804.05 feet; 6) thence South 48°25'02" East, 439.20 feet; 7) thence South 04°39'55" East, 1348.58 feet; 8) thence South 62°23'15" West, 66.46 feet; 9) thence South 60°31'20" West, 1591 feet, more or less to the centerline of Fountain Creek and the terminus of this centerline.

## PROPERTY SURVEY

I, Christopher Brewer, do hereby state that on November 20, 1986 a survey was made of the above Legal Descriptions. The property corners were found and/or set as shown above. The points were set and measured accurately according to the Records and conditions as filed in the Records of El Paso County, Colorado, to the best of my knowledge and belief.

\_\_\_\_\_  
Registered Land Surveyor

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within six years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date shown hereon.

Revised 1-23-87 Parcel B B Outfall Easement



**berge-brewer & associates, inc.**

6755 East Drive, Suite 101 Colorado Springs, Colorado 80908  
phone (303) 594-4111

ENGINEERS

PLANNERS

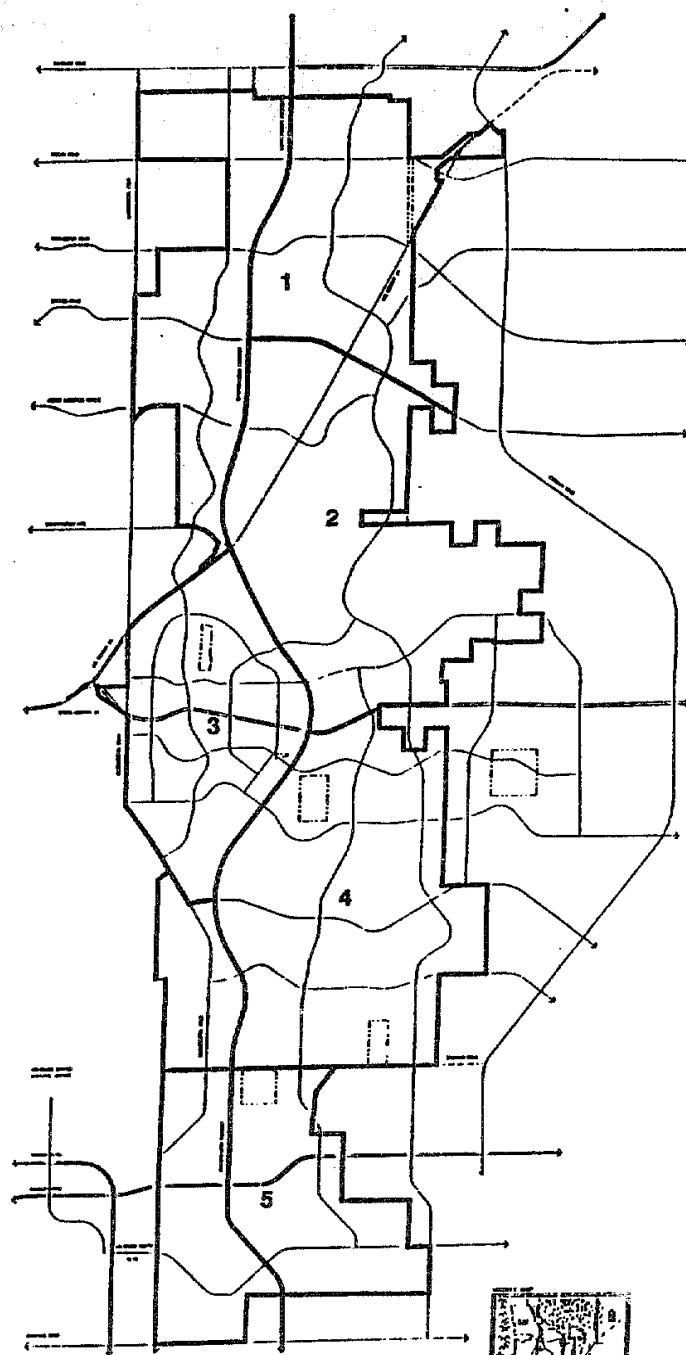
SURVEYORS

CLIENT NO. 980541

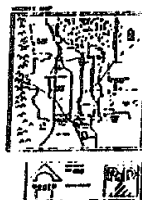
FILE NO. 13

DISTRICT

EXHIBIT M



ELECTRICAL DISTRIBUTION AREAS  
BANNING-LEWIS RANCH







LEGAL DESCRIPTION CONTINUED FROM SHEET 1 OF 7

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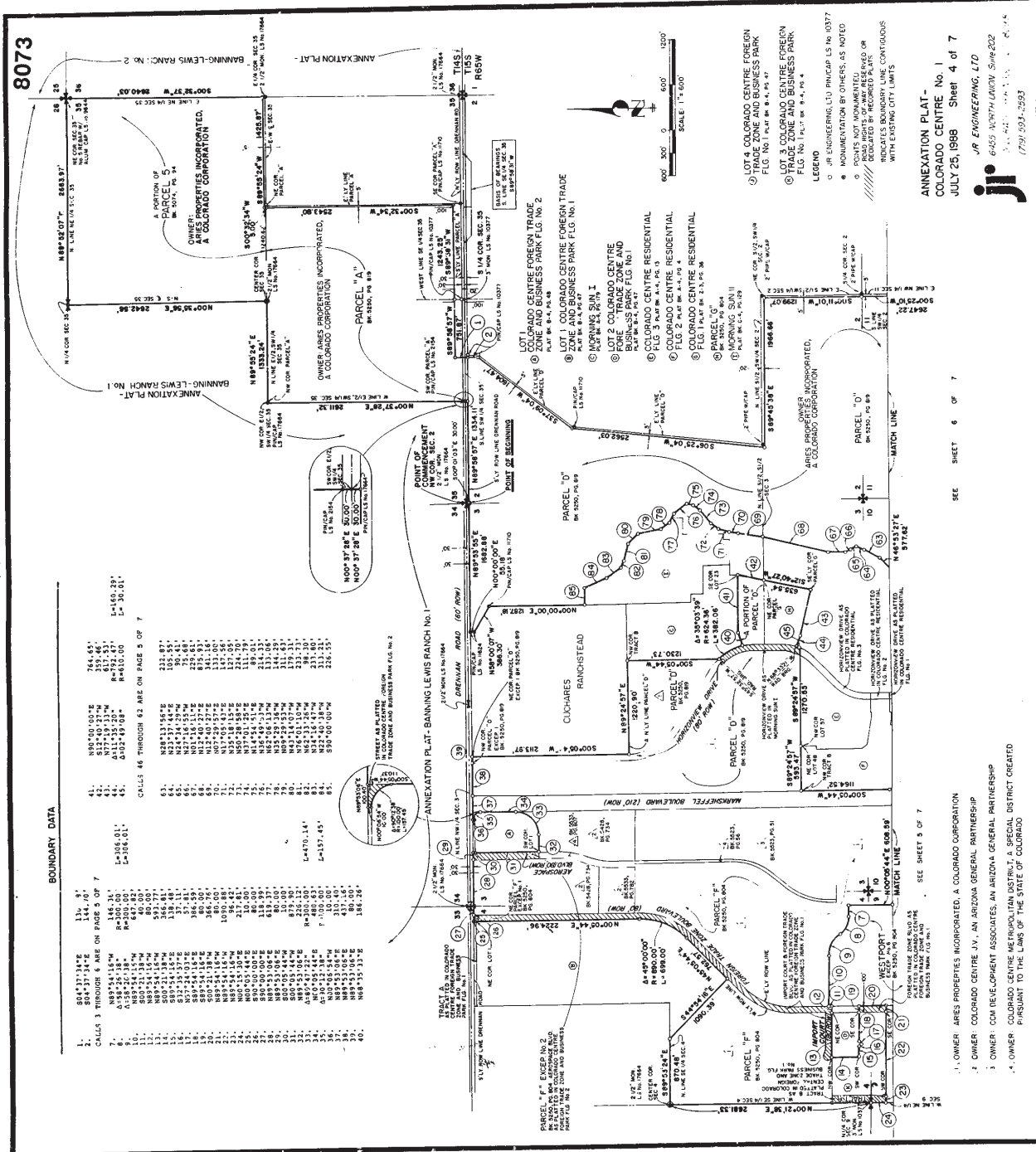
EGAL DESCRIPTION CONTINUED ON SHEET 3 OF 7

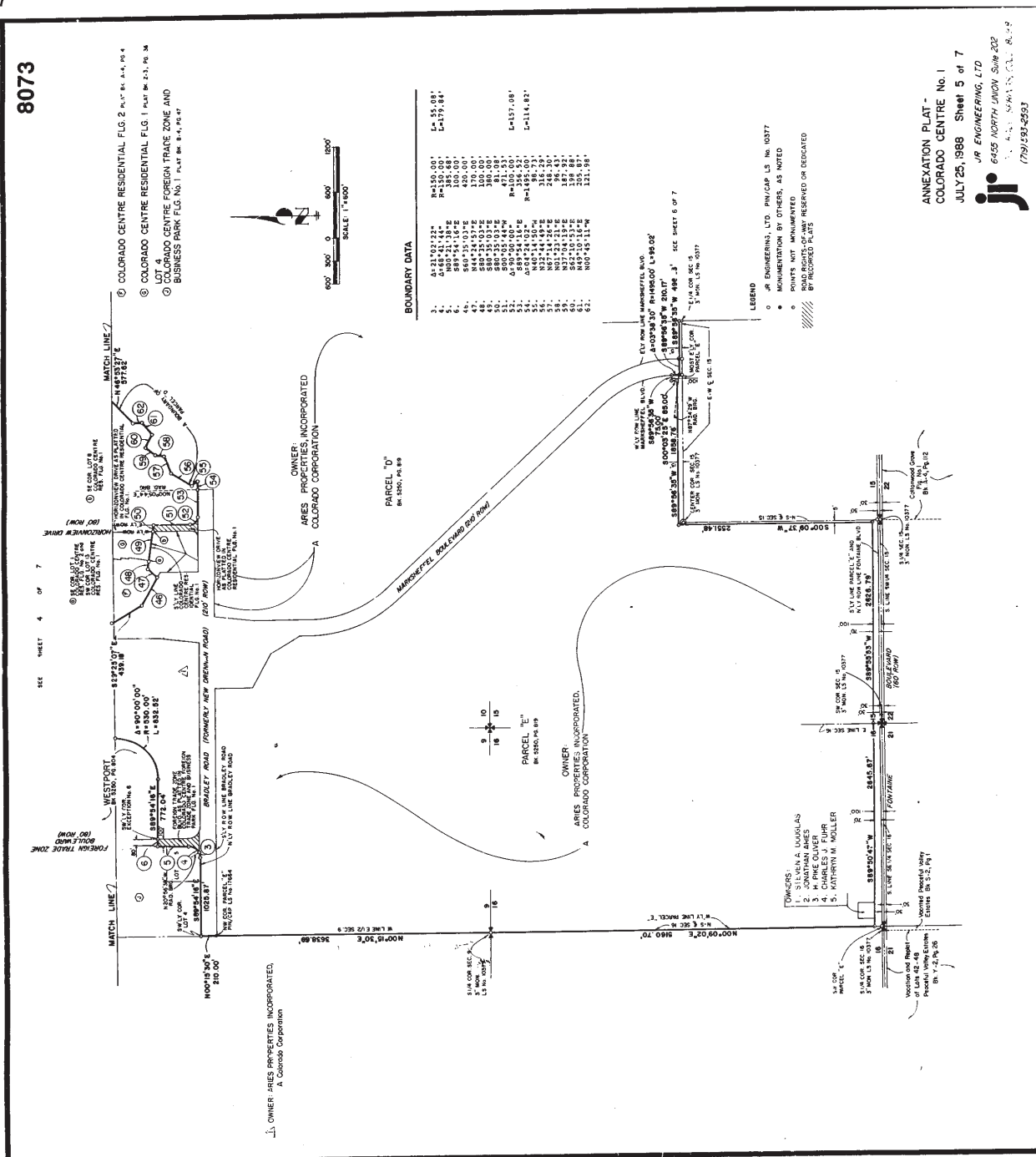
ANNEXATION PLAT -  
COLORADO CENTRE No. 1  
JULY 25, 1988 SHEET 2 OF 7

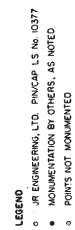
**JR ENGINEERING, LTD**  
6455 NORTH UNION Suite 202  
COLORADO SPRINGS, CO 80918  
(719) 593-2593









ANNEXATION PLAT-  
COLORADO CENTRE No. 1

JULY 25, 1988 Sheet 6 of 7

**JR ENGINEERING, LTD**

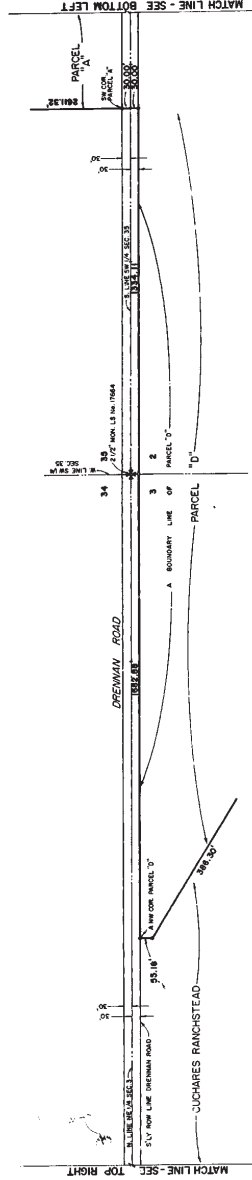
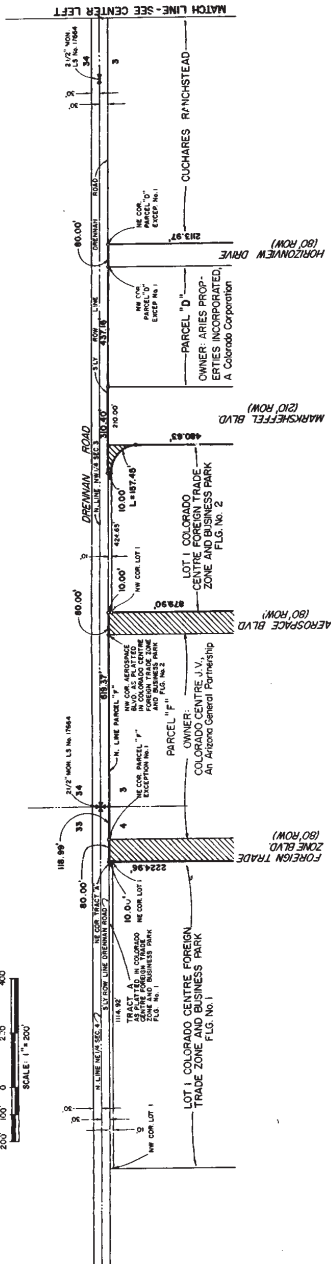
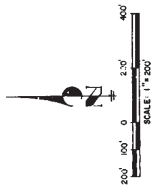
6455 NORTH UNION Suite 202

W. M. SPANUS, JR. 80919  
191000 0002

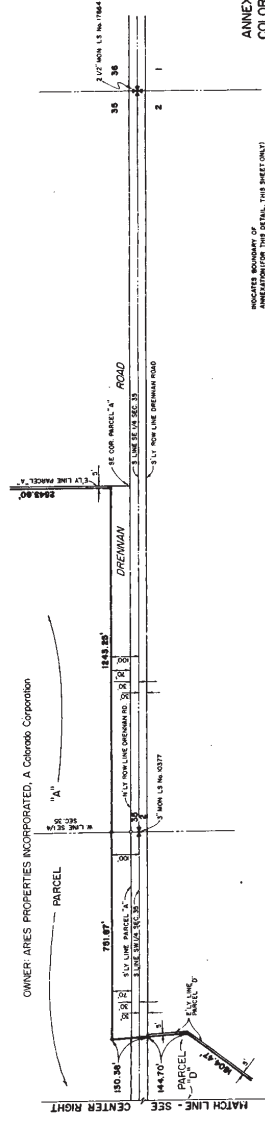
(719) 593-2593

8073

DETAIL OF BOUNDARY AT DRENNAN ROAD  
(FOR INFORMATION ONLY)



OWNER: ARIES PROPERTIES INCORPORATED, A Colorado Corporation



ANNEXATION PLAT -  
COLORADO CENTRE No. 1  
JULY 25, 1988 Sheet 7 of 7

JR ENGINEERING, LTD  
6425 NORTH UNION SUITE 202  
DENVER, COLORADO 80248  
(719) 593-1383



INDICATES BOUNDARY OF  
ANNEXATION THIS DETAIL (THIS SHEET ONLY)  
OR INDICATES BY ADJACENT PLATS

095116042

95 OCT 27 AM 9:49

BOOK PAGE  
6753 326

ARDIS W. SCHWITZ  
EL PASO COUNTY CLERK & RECORDER

BARGAIN AND SALE DEED

This Bargain and Sale Deed dated this 21<sup>st</sup> day of September, 1995, is from the City of Colorado Springs ("Grantor"), to the Colorado Centre Metropolitan District, whose address is 4770 Horizonview Drive, Colorado Springs, Colorado 80925 ("Grantee").

In consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby sells and conveys to Grantee all of Grantor's right, title and interest to the following described ground water well and water rights described as follows (the "Well"):

Jimmy Camp Creek Well No. 211, Permit No. 19273-11, decreed by the District Court in and for Water Division No. 2, in Case No. W-2694 for 225 gpm absolute, with an appropriation date of March 20, 1930 as to irrigation uses, and February 18, 1955 as to municipal uses, located in the SE 1/4 SE 1/4 of Section 3, T. 15 S., R. 65 W., whence the SW corner of said Section 3 bears S. 75°13' W., 4404.72 feet

STATE DOCUMENTARY

OCT 27 1995

FEE None

together with all of Grantor's right, title and interest in and to any and all structures, pumps, pipelines and other facilities appurtenant to the Well, and any easements and rights of way thereto derived by virtue of the Annexation Agreement dated September 23, 1988, recorded in Book 5557 at Pages 404 through 571 of the El Paso County real property records.

Effective as of the date first written above.

CITY OF COLORADO SPRINGS

By: [Signature]  
Title: Mayor

ATTEST: SPRING

[Signature]  
Title: Clerk & Recorder

BOOK PAGE  
6753 327

STATE OF COLORADO       )  
COUNTY OF EL PASO       ) ss.

The foregoing instrument was duly executed this 21st day  
of September, 1995, by Robert M. Isaac.

Witness my hand and official seal.



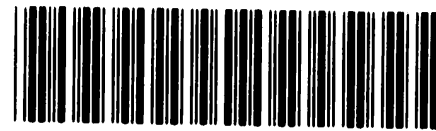
Maureen Elma  
NOTARY PUBLIC  
My Commission Expires: 5/10/98



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El Paso County, CO



219142177

**RESOLUTION NO. 19- 413**

**BOARD OF COUNTY COMMISSIONERS  
COUNTY OF EL PASO, STATE OF COLORADO**

**RESOLUTION TO APPROVE THE SERVICE PLAN AMENDMENT FOR THE  
COLORADO CENTRE METROPOLITAN DISTRICT (ID-19-007)**

**WHEREAS**, the Colorado Centre Metropolitan District did file an application with the Planning and Community Development Department of El Paso County, pursuant to Section 32-1-204 (2), C.R.S., for the review of an amendment to the service plan for the Colorado Centre Metropolitan District; and

**WHEREAS**, a public hearing was held by the El Paso County Planning Commission on November 5, 2019, upon which date the Planning Commission did by formal resolution recommend approval of the subject Service Plan amendment with conditions and a notation(s); and

**WHEREAS**, on November 12, 2019, the Board ordered a public hearing to be held on the Service Plan; and

**WHEREAS**, notice of the hearing before the Board was duly published in *The El Paso County Advertiser and News* on October 23, 2019 as required by law; and

**WHEREAS**, notice of the hearing before the Board was duly mailed by first class mail, to interested persons, defined as: The owners of record of all property within the proposed Title 32 district as such owners of record are listed in the proposed service plan; and the governing body of any municipality or special district which has levied an ad valorem tax within the next preceding tax year, and which has boundaries within a radius of three (3) miles of the proposed district's boundaries; and

**WHEREAS**, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, the Board held a public hearing on the Service Plan for the District on November 12, 2019; and

**WHEREAS**, based on the evidence, testimony, exhibits, consideration of the master plan for the unincorporated area of the County, study of the proposed service plan for Click here to enter text. Metropolitan District, presentation and comments of the El Paso County Planning and Community Development Department and other County representatives, comments of public officials and agencies, and comments from all interested persons, and comments by the El Paso County Planning Commission during the hearing, this Board finds as follows:

1. That the application for the service plan amendment for the Special District was properly submitted for consideration by the Planning Commission and Board of County Commissioners.
2. That proper publication and public notice were provided as required by law for the hearings before the Planning Commission and the Board of County Commissioners of El Paso County.
3. That the hearings before the Planning Commission and the Board of County Commissioners of El Paso County were extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested persons were heard at those hearings.
4. That all exhibits were received into evidence.
5. There is sufficient existing and projected need for organized service in the area to be served by the Special District.
6. Existing service in the area to be served by the Special District is inadequate for present and projected needs.
7. The proposed Special District is capable of providing economical and sufficient service to the area within the proposed boundaries.
8. The area to be included in the Special District has or will have the financial ability to discharge the proposed indebtedness on a reasonable basis.
9. Adequate service is not or will not be available to the area through the County, other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.
10. The facility and service standards of the Special District are compatible with the facility and service standards of each county within which the proposed Special District is to be located and each municipality which is an interested party.
11. The proposal is in substantial compliance with a Master Plan adopted pursuant to C.R.S. §30-28-106.
12. The proposal is in compliance with any duly adopted county, regional or state long-range water quality management plan for the area.
13. The amendment to the Special District will be in the best interests of the area proposed to be served.

**NOW, THEREFORE, BE IT RESOLVED** the El Paso County Board of County Commissioners, Colorado, hereby determines that the requirements of Sections 32-1-207, C.R.S., relating to the modification of a service plan for the Colorado Centre Metropolitan District have been fulfilled in a timely manner;

**BE IT FURTHER RESOLVED** the Board hereby approves the Service Plan amendment submitted for the Colorado Centre Metropolitan District, for property more particularly described in Exhibit A, which is attached hereto and incorporated by reference;

**AND BE IT FURTHER RESOLVED** that the following Conditions shall be placed upon this approval:

**CONDITIONS OF APPROVAL**

1. Any future annexation of territory by the District (any territory more than five (5) miles from the District boundary lines) shall be considered a material modification of the amended Service Plan and shall require prior Board of County Commissioners' approval.
2. The Districts shall provide a disclosure form to future purchasers of property in a form consistent with the approved Special District Annual Report form. Such notice shall be recorded with this service plan. With each subsequent final plat associated with the Ellicott Town Center development prepared by the developer, the developer shall provide written notation on the plat of this annually filed public notice and include reference to the El Paso County Development Services' website where the most up-to-date notice can be found. County staff is authorized to administratively approve updates of the disclosure form to reflect current contact information and calculations.
3. The Districts are expressly prohibited from creating separate sub-districts except upon prior notice to the Board of County Commissioners, and subject to the Board of County Commissioners right to declare such creation to be a material modification of the Service Plan, pursuant to C.R.S. § 32-1-1101(1)(f)(I).
4. Approval of this application shall not constitute relinquishment or undermining of the County's authority to require the developer to complete subdivision improvements as required by the Land Development Code and Engineering Criteria Manual and to require subdivision improvements agreements or development agreements and collateral of the developer at the final plat stage to guarantee improvements.
5. Any expansions, extensions, or construction of new facilities by the District will require prior review by the Development Services Department to determine if such actions are subject to the requirements of Appendix B of the Land Development Code, Guidelines and Regulations for Areas and Activities of State Interest (a.k.a.

"1041 Regulations). If it is determined that such regulations apply, then the District will be required to submit the appropriate development permit application(s) prior to construction.

## NOTATION

1. Approval of this Service Plan shall in no way be construed to infer a requirement or obligation of the Board of County Commissioners to approve any future land use requests for any property within the District's service area.

**AND BE IT FURTHER RESOLVED**, the record and recommendations of the El Paso County Planning Commission be adopted, except as modified herein.

**AND BE IT FURTHER RESOLVED** that a certified copy of this Resolution shall be filed in the records of the County and submitted to the petitioners for the purpose of filing in the District Court of El Paso County.

**AND BE IT FURTHER RESOLVED** that all resolutions or parts thereof, in conflict with the provisions hereof, are hereby repealed.

DONE THIS 12<sup>th</sup> day of November, 2019, at Colorado Springs, Colorado.

ATTEST  
By:   
County Clerk & Recorder  
The seal of El Paso County, Colorado, is circular. It features a central emblem with a mountain, a river, and a sun. The words "EL PASO COUNTY" are arched across the top, and "COLORADO" is arched across the bottom. In the center, it says "EST. 1861".

BOARD OF COUNTY COMMISSIONERS  
EL PASO COUNTY, COLORADO


By:   
Chair

Exhibit A

LEGAL DESCRIPTION

**COLORADO CENTRE METROPOLITAN DISTRICT**

A tract of land being a portion of Section 35, Township 14 South, Range 65 West and Sections 2, 11, 12, 13, 14, 15, 16, 21, and 22, Township 15 South, Range 65 West, all of the Sixth Principal Meridian, El Paso County, Colorado, described as follows:

BEGINNING at the southwest corner of the Banning Lewis Ranch as Annexed into the City of Colorado Springs as recorded in Book 5557 at Page 405 of the records of El Paso County, Colorado;

Thence, N 00° 09' 02" E, 5160.70 feet;

Thence, N 00° 15' 30" E, 3638.69 feet;

Thence, N 00° 19' 58" E, 7067.27 feet;

Thence, N 89° 56' 36" E, 4580.37 feet;

Thence, N 89° 56' 39" E, 1529.05 feet;

Thence, S 00° 04' 08" E, 49.50 feet;

Thence, N 89° 55' 52" E, 49.50 feet;

Thence, N00° 43' 42" E, 49.50 feet;

Thence, N 89° 56' 36" E, 3063.85 feet;

Thence, N 00° 36' 05" E, 2651.47 feet;

Thence, N 89° 35' 16" E, 1333.25 feet;

Thence, N 89° 55' 24" E, 2667.99 feet;

Thence, S 00° 32' 11" W, 2651.65 feet;

Thence, S 89° 50' 35" W, 338.33 feet;

Thence, N 00° 32' 34" E, 33.60 feet;

Thence, S 89° 58' 31" W, 2317.96 feet;

Thence, S 89° 58' 57" W, 753.79 feet;

Thence, S 04° 37' 33" E, 207.62 feet;

Thence, S 37° 09' 04" W, 1605.00 feet;

Thence, S 06° 25' 04" W, 2540.00 feet;

Thence, S 89° 45' 38" E, 1964.45 feet;

Thence, S 00° 11' 01" W, 1319.06 feet;

Thence, S 00° 25' 10" W, 2642.22 feet;

Thence, S 89° 53' 31" E, 2665.97 feet;

Thence, N 89° 52' 37" E, 1323.82 feet;

Thence, S 00° 28' 13" W, 2644.70 feet;

Thence, N 89° 54' 19" E, 1323.81 feet;

Thence, S 00° 13' 22" W, 2634.56 feet;

Thence, N 89° 58' 42" W, 2654.31 feet;

Thence, N 89° 48' 51" W, 5301.72 feet;

Thence, S  $89^{\circ}56'35''$  W, 496.40 feet;

Thence, S  $89^{\circ}56'35''$  W, 210.20 feet;

Thence, S  $89^{\circ}56'35''$  W, 1927.50 feet;

Thence, S  $00^{\circ}09'37''$  W, 2666.48 feet;

Thence, S  $89^{\circ}55'53''$  W, 2631.56 feet;

Thence S  $89^{\circ}50'47''$  W, 2645.88 to the POINT OF BEGINNING.

AREA = 4,183 acres more or less.



GRANTED

Movant shall serve copies of this ORDER on any pro se parties, pursuant to CRCP 5, and file a certificate of service with the Court within 10 days.

*Thomas K. Kane*

Thomas K. Kane  
District Court Judge

DATE OF ORDER INDICATED ON ATTACHMENT

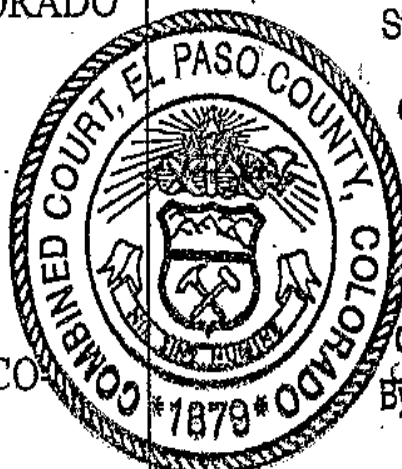
DISTRICT COURT, EL PASO COUNTY, COLORADO  
20 East Vermijo Avenue  
Colorado Springs, Colorado 80903

**Plaintiffs:**

C. RANDEL LEWIS AND DAVID S. COHEN, CO-RECEIVERS OF THE POWERS BOULEVARD/DRENNAN ROAD LOCAL IMPROVEMENT DISTRICT 1985-2, a political subdivision of the State of Colorado,

**Defendant:**

THE CITY OF COLORADO SPRINGS, a municipality;  
et al.



State of Colorado, County of El Paso  
Certified to be a true, and correct  
copy of the original in my custody.

MAR 15 2005

LEE V. COLE, JR.  
CLERK OF THE DISTRICT/COUNTY COURT  
By *Margie Valenzuela* Deputy

△ COURT USE ONLY △

Case No. 99-CV-1944  
Case No. 01-CV-0566

Div. 3

\$430  
+  
\$1.00

**ORDER AND JUDGMENT**

This matter arose upon the Joint Motion to Approve Settlement Agreement and for Entry of Declaratory Judgment (the "Joint Motion") filed herein by Plaintiffs C. Randel Lewis and David S. Cohen, Co-Receivers of the Powers Boulevard/Drennan Road Local Improvement District 1985-2 ("Receivers"), and Defendants the City of Colorado Springs (the "City"), The Banning-Lewis Ranch Company, LLC as successor in interest to CPH- Banning Lewis Ranch, LLC ("BLRC") and the Estate of Charles H. McAllister ("McAllister").

The Court finds as follows:

1. On February 23, 2001, the Receivers filed their original Complaint for Declaratory Judgment and Related Relief against the City of Colorado Springs, Case No. 01-CV-0566 (the "Annexation Litigation"). On July 12, 2002, the Receivers filed their Amended Complaint in this case, joining additional parties as Defendants in the Annexation Litigation. On October 15, 2003, the Co-Receivers filed their Second Amended Complaint in the Annexation Litigation. Each of the named Defendants was properly served with the Amended Complaint.

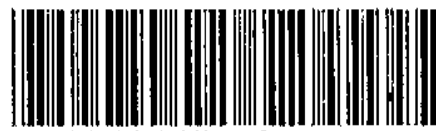
2. By Order entered April 5, 2004, the Court consolidated the Annexation Litigation with the Receivership Proceeding for the Powers Boulevard/Drennan Road Local Improvement District 1985-2, Case No. 99-CV-1944.

ROBERT C. "BOB" BALINK El Paso County, CO

03/16/2005 03:37:24 PM

Doc \$0.00 Page

Rec \$426.00 1 of 85



205037381

RETURN TO: CAROLINE C. FULLER, ESQ.  
FAIRFIELD & WOODS, PC

WELLS FARGO CENTER, SUITE 2400  
1700 Lincoln Street, Denver, CO 80103-4524





3. On March 1, 2002, the Receivers recorded a Notice of Lis Pendens against all real property subject to the terms of the Banning-Lewis Ranch Annexation Agreement (the "Annexation Agreement."), in order to provide notice to any potential purchasers of property subject to the Annexation Agreement of the pendency of the Annexation Litigation.

4. The following Defendants have disclaimed any further interest in this case:

Frank A. Aries  
Cherokee Metropolitan District  
Colorado Department of Transportation  
Board of County Commissioners of El Paso County  
KVI Colorado Corporation  
MGF Acquisition Corp.  
Options Investment Corporation  
United States Olympic Committee

Their disclaimers have been previously filed with this Court.

5. The following Defendants were properly served with Plaintiff's Amended Complaint, or waived service of the Amended Complaint:

A. E. Barnes, LLC  
Colorado Centre J.V.  
Falcon Trucking Company  
Frank R. Krejci  
Raymond and Dorothy Powers  
Springs Company  
Tucson/Colorado Associates  
Venwest Development Limited Partnership I  
Worlco, Inc.  
Aries Properties, Inc., a dissolved Colorado corporation  
Banning Lewis Ranch Planning Association, a dissolved Colorado corporation

(the "Defaulting Defendants"). Each of the Defaulting Defendants has failed to timely file an Answer or otherwise respond to the Amended Complaint. The Receivers filed a Motion for Entry of Default against these Defaulting Defendants on August 1, 2003 (the "Default Motion"). The Court has not previously ruled on the Default Motion. Despite their defaults, Raymond and Dorothy Powers and Colorado Centre J.V. have remained somewhat active in the Annexation Litigation.

6. The following parties have filed Answers to the Amended Complaint:

City of Colorado Springs  
Estate of C.H. McAllister, as successor in interest to Randle W. Case

Colorado Centre Metropolitan District  
Colorado Springs Land Associates  
CPH-Banning Lewis Ranch, LLC  
Cygnat Land, LLC  
K.P. Investment Group, L.P.  
M. Diane Koken, Pennsylvania Insurance Commissioner  
609 Plus Associates, Ltd.  
Aries Properties, Inc. ("New Aries")  
Banning Lewis Ranch Planning Association, Inc. (the "New Association")

(the "Active Defendants"). Each of the Active Defendants has either signed the Settlement Agreement, has failed to object to the terms of the Settlement Agreement, or has failed to file an opposition to the Joint Motion.

7. Since the commencement of the Annexation Litigation, the following property owners have transferred title to their properties to third parties identified below (the "Transferees"):

- a. Frank A. Aries transferred title to all his property to Golden Gate Apartments, Ltd., L.P..
- b. CPH Banning-Lewis Ranch, LLC transferred title to a portion of its property to the Colorado Department of Transportation, and the balance of its property to BLRC;
- c. Springs Company transferred title to a portion of its property to the Colorado Department of Transportation, and the balance of its property to Church for All Nations, Inc.;
- d. Cygnat Land, LLC transferred title to a portion of its property to Colorado Department of Transportation
- e. Randle W. Case transferred title to all of his property to the Estate of C.H. McAllister
- f. Raymond Powers and Dorothy Powers transferred title to all of their property to the Raymond L. Powers and Dorothy M. Powers Irrevocable Trust
- g. Worlco, Inc., through its liquidator, transferred title to all of its property to the Pennsylvania Insurance Commissioner, as Statutory Liquidator for World Live and Health Insurance Company of Pennsylvania, in Liquidation
- h. The City of Colorado Springs transferred a portion of its property to the Colorado Department of Transportation;

- i. Colorado Springs Land Associates transferred a portion of its property to the Colorado Department of Transportation

At its request, The Banning-Lewis Ranch Company, LLC is hereby joined as a party defendant to this litigation as the successor in interest to defendant CPH-Banning Lewis Ranch, LLC. Each of the Transferees was already a party to the Annexation Litigation, has been joined as a party to the Annexation Litigation, has signed the Settlement Agreement, and/or has both actual and constructive knowledge of the Annexation Litigation and therefore took title to its property subject to the claims and defenses asserted in the Annexation Litigation.

8. The Court has considered its subject matter and personal jurisdiction and finds jurisdiction to be present and proper. Venue has been considered and is proper.

9. Certain of the parties to the Annexation Litigation have entered into a Settlement Agreement resolving the issues raised in the Annexation Litigation. The Receivers have provided all other Defendants and Transferees with a copy of the Settlement Agreement, and have provided them with the opportunity to sign it. In addition, each Defendant and Transferee has been served with a copy of the Joint Motion. No objections to the Joint Motion were filed with the Court.

10. As of the date of this Order, the following Defendants and Transferees have signed the Settlement Agreement:

- a. City of Colorado Springs
- b. CPH Banning Lewis Ranch, LLC
- c. BLRC
- d. Estate of C.H. McAllister
- e. A.E. Barnes, LLC
- f. Colorado Centre Metropolitan District
- g. The Raymond L. Powers and Dorothy M. Powers Irrevocable Trust
- h. 609 Plus Associates, Ltd.
- i. MGF Acquisition Corp.
- j. K. P. Investment Group, L.P.
- k. M. Diane Koken, Pennsylvania Insurance Commissioner
- l. Board of County Commissioners of El Paso County

11. Pending before the Court are claims for declaratory judgment filed by various parties to the litigation seeking a declaration of the parties' respective rights and obligations under the Annexation Agreement. Certain parties have filed the Joint Motion seeking entry of a declaratory judgment on these claims, declaring rights and obligations under the Annexation Agreement to be in conformance with the terms of the Settlement Agreement.

12. The Court has considered the Joint Motion, the terms of the Settlement Agreement, the representations of counsel for those parties who have signed the Settlement Agreement, the objections and representations of counsel for any parties objecting to the Settlement Agreement, applicable authorities, and the file of this Court. All objections to the Settlement Agreement are hereby overruled.

The Court orders as follows:

- A. The Joint Motion is granted and the Settlement Agreement is approved. Its terms are incorporated by this reference and made an order and judgment of this Court. The Settlement Agreement is attached hereto as **Exhibit 1**.
- B. By this Order and Judgment, the Court declares the rights and obligations of the Receivers, each Defendant, and each Transferee, regardless of whether each such party has executed the Settlement Agreement, and their successors and assignees, under the Annexation Agreement to be as stated in the Settlement Agreement.
- C. The Court finds and concludes that the Annexation Agreement is valid and binding. Except to the extent clarified by the terms of the Settlement Agreement, the Annexation Agreement remains in full force and effect and is binding on all parties, their successors and assigns.
- D. All claims and counterclaims asserted by any party in the Annexation Litigation, and any comparable claims for relief asserted by the Receivers in the Receivership Proceeding, except as such claims are expressly preserved by the terms of the Settlement Agreement, are hereby dismissed, with prejudice, each party to pay its own fees and costs.
- E. The Receivers are directed to promptly record a certified copy of this Order and Judgment in the real property records of El Paso County. The terms of the Settlement Agreement, and this Order and Judgment, shall run with the land set forth on Exhibit A to the Settlement Agreement, to the same extent that the Annexation Agreement runs with the land, and shall be binding on all parties to the Annexation Litigation, all Transferees, and their successors and assigns.
- F. There being no just reason for delay, this Order and Judgment is made final pursuant to C.R.C.P. 54(b).
- G. The consolidation of the Annexation Litigation with the Receivership Proceeding is hereby terminated, final judgment having been entered in the Annexation Litigation.

Court: CO El Paso County District Court 4th JD

Judge: Thomas Kelly Kane

Date: 11/19/2004

Case Number: 2001CV566

Case Name: LEWIS, C RANDEL et al vs. CITY OF COLORADO SPRINGS et al

EFILED Document

CO El Paso County District Court 4th JD

Filing Date: Nov 19 2004 2:35PM MST

Filing ID: 4645507

Review Clerk: Jeanne Golding

/s/ Judge Thomas Kelly Kane

## AGREEMENT

This Agreement is entered into as of the \_\_\_\_ day of September, 2004, by and among the City of Colorado Springs (the "City"); C. Randel Lewis and David S. Cohen (the "Co-Receiver") in their capacities as Co-Receiver of the Powers Boulevard/Drennan Road Local Improvement District 1985-2 (the "District"); and A E - Barnes LLC; Golden Gate Apartments Ltd. LP, as successor to Frank A. Aries; The Estate of C.H. McAllister; Cherokee Water and Sanitation District; Colorado Centre, J.V.; Colorado Department of Transportation; The Banning Lewis Ranch Company, LLC ("BLRC"); Cygnet Land LLC; Board of County Commissioners of El Paso County; Falcon Trucking Company; Frank R. Krejci; KVI Colorado Corporation; MGF Acquisition Corp.; Options Investment Corporation; The Raymond L. Powers and Dorothy M. Powers Revocable Trust; 609 Plus Associates, Ltd.; Church for all Nations Inc.; Tucson/Colorado Associates; US Olympic Committee; Venwest Development Limited Partnership I; M. Diane Koken, Insurance Commissioner of the Commonwealth of Pennsylvania, in her capacity as Statutory Liquidator of World Life and Health Insurance Company of Pennsylvania; Colorado Springs Land Associates; K.P. Investment Group, L.P., by and through liquidating trustee, Stephen Phillips; and Colorado Centre Metropolitan District (collectively, the "Property Owners"), and CPH Banning Lewis Ranch LLC ("CPH"), Aries Properties, Inc. and Banning Lewis Ranch Planning Association, Inc. (the "Other Parties") (the City, the Co-Receiver, the Property Owners and the Other Parties will be referred to collectively as the "Parties").

## RECITALS

A. By order of the District Court, El Paso County, in Case No. 99-CV-1944, the Co-Receiver were appointed as the receivers for approximately 700 acres located within the District (the "Receivership Property"), which is located within the larger parcel described on Exhibit A.

B. The Receivership Property (together with other property located within the District's boundaries) was annexed to the City pursuant to an Annexation Agreement dated as of September 23, 1988, between the City and the Property Owners or their predecessors-in-interest, which Agreement was recorded in the records of the El Paso County Clerk and Recorder on September 23, 1988, at Reception No. 01749337, Book 5557, Page 405 (the "Annexation Agreement"). The Annexation Agreement annexed into the City approximately 24,311 acres known generally as the Banning Lewis Ranch, which property is more particularly described on Exhibit A. The Property Owners are the current owners of all property annexed to the City of Colorado Springs through the Annexation Agreement.

C. The Co-Receiver commenced a declaratory judgment action against the City in the District Court, El Paso County, Case No. 01-CV-0566 (the "Declaratory Judgment Action") on February 23, 2001. The Property Owners and Other Parties were subsequently joined as additional defendants in the Declaratory Judgment Action.

D. The Property Owners and City agree that certain clarifications of the Annexation Agreement are appropriate to address the issues raised in the Declaratory Judgment Action. This Agreement sets forth the agreement of the Parties to fully and amicably resolve the Declaratory Judgment Action and to clarify and interpret certain provisions of the Annexation Agreement.

EXHIBIT

7

This Agreement is subject to approval by the District Court and such further documentation as the Parties deem necessary to effectuate this Agreement.

## AGREEMENT

The Parties now agree as follows:

1. Principles Underlying this Settlement. It is the intent of this Agreement to clarify and interpret certain provisions of the Annexation Agreement without amending the Annexation Agreement, and without affecting its underlying intent and purpose. Except as expressly provided for herein, none of the Parties is intending to give up (and is not relinquishing) any rights or benefits granted under the Annexation Agreement, and this Agreement shall not be interpreted as such. The Parties agree that a consensual resolution negotiated by the Parties that addresses the goals of each Party is desirable. It is in the best interests of the Parties, including the bondholders and stakeholders of the District and the beneficiaries of the receivership proceedings, to avoid unnecessary risks and achieve a consensual resolution of all issues raised in the Declaratory Judgment Action.

2. Clarification of Term "Annexor." The term "Annexor" is defined in the Annexation Agreement to include the owner of each property annexed to the City by the Annexation Agreement, collectively. The Parties recognize that this definition has been interpreted in the past, and might be interpreted in the future, to impose joint and several liability on each Property Owner to perform all obligations imposed on the Annexor under the Annexation Agreement. The Parties agree that the definition of the term "Annexor" was not intended to, and shall not, impose such joint and several liability on each Property Owner for all obligations attributed to the Annexor under the Annexation Agreement. To the extent any obligations, including, but not limited to, impact fees, under the Annexation Agreement have been, or are, imposed in such a joint and several manner, the affected Property Owner(s) shall be entitled to contribution from the other Property Owners such that each Property Owner pays its equitable and proportional share in accordance with Paragraph 4 below. This provision is not intended to affect recovery by any Property Owner that has made annual deficit payments under Article XI(F) of the Annexation Agreement from pursuing recovery of those deficit payments from the Urban Service Extension Fee account under Article XI(F) and (I). Such account shall be administered by the City in the same manner as provided in Paragraph 6 below as to the Banning Lewis Ranch Improvement Fund.

3. Clarification of Responsibility for Development Costs.

- a. On-Site Development. All on-site development costs and obligations required under the Annexation Agreement or under the ordinances and policies of the City related to each Property Owner's proposed development of its property (the "On-Site Development"), as opposed to Shared Infrastructure, as defined below, shall be the obligation of such Property Owner. Each Property Owner may develop its property in such manner as it chooses in accordance with applicable law, and shall be responsible for its On-Site Development costs and obligations as evidenced in a development plan approved by the City.
- b. Shared Infrastructure Costs. The Parties agree that certain infrastructure, public improvements, oversizing and similar obligations required to be constructed under the Annexation Agreement, including, without limitation, water, sewer and



electric improvements (the "Shared Infrastructure") benefit each Property Owner. As a result, each Property Owner shall bear its proportionate share of the costs of completion of Shared Infrastructure obligations as specified in Paragraph 4 below. The City shall be responsible for determining the Shared Infrastructure and the appropriate allocation of Shared Infrastructure costs to each Property Owner and shall implement the cost recovery procedure in accordance with Paragraph 4 below.

- c. Jimmy Camp Creek Drainage Basin Study. The Parties agree that the intent of Article IV(A) of the Annexation Agreement is that the completion of the Jimmy Camp Creek Drainage Basin Planning Study and approval thereof by the City Council must occur prior to any platting within the Jimmy Camp Creek Drainage Basin only, and not any other portions of the property annexed pursuant to the Annexation Agreement.

4. Special Districts and Cost Recovery. The Parties recognize that Article XVII of the Annexation Agreement contemplates the formation of one or more special districts to provide funding for Shared Infrastructure development. To the extent that the cost of Shared Infrastructure development is not funded through the use of special districts, the City shall require all Property Owners benefiting from the construction of such Shared Infrastructure to reimburse each Property Owner incurring the costs of such Shared Infrastructure (the "Constructing Property Owner") pursuant to an equitable reimbursement and cost recovery agreement providing for repayment to such Constructing Property Owner at the time of final platting by the benefited Property Owner. The City also shall provide for the reimbursement to any Constructing Property Owner for such Shared Infrastructure development benefiting other Property Owners out of the Banning Lewis Ranch Improvement Fund (defined below), but only to the extent that monies are available in that fund, or by credit against other fees paid or payable by the Constructing Property Owner under the Annexation Agreement; or by any other economically equivalent cost recovery method effected in accordance with City ordinances and policies. With respect to the Property subject to the Annexation Agreement, the City agrees not to adopt ordinances and policies or interpret or implement existing or future ordinances or policies in a manner that would adversely affect such cost recovery or reimbursement procedures. The cost recovery procedure specified herein shall be applicable to all Shared Infrastructure required by the City under the Annexation Agreement notwithstanding any limitations or conflicts under City ordinances and policies.

5. Planning Association. The Parties recognize that Article XIX(O) of the Annexation Agreement provides that the City shall use its best efforts to determine that the Banning Lewis Ranch Planning Association (the "Planning Association"), or a similar entity, reviews all platting, site development plans, concept plans and building permits before their submittal to the City (referred to herein as the "Planning Association Review Function"). The Parties clarify that the City shall directly review all platting, site development plans, concept plans and building permits without submittal to the Planning Association. Notwithstanding the foregoing, BLRC, at its sole option, may seek and cause the reinstatement of the Planning Association, whereupon the reinstated Planning Association may perform the Planning Association Review Function under the Annexation Agreement, as to all or a portion of the property currently owned by BLRC.

6. Banning Lewis Ranch Improvement Fund. The Parties acknowledge and confirm that the City shall directly administer the Banning Lewis Ranch Improvement Fund as the entity

designated in lieu of the Planning Association, shall receive the fees to be paid under the Annexation Agreement and will be responsible for cost recovery and expense reimbursements as contemplated by the Banning Lewis Ranch Improvement Fund to be established under Article XIX(A) of the Annexation Agreement and under Paragraph 4 above. The City shall be responsible for establishing and administering the Banning Lewis Ranch Improvement Fund in a segregated trust account, held separate and apart from the City's General Fund, with all funds therein reserved solely for the Banning Lewis Ranch for the purposes defined in the Annexation Agreement. The Parties agree to designate the City as the entity responsible for (i) allocation of development costs among Property Owners, (ii) implementation of reimbursement and cost recovery in accordance with Paragraph 4 above, (iii) the collection of all service and impact fees required by the Annexation Agreement, and (iv) for the segregation and preservation in, and proper disbursements from the Banning Lewis Ranch Improvement Fund of all fees, assessments, and other charges imposed by, and collected under, the Annexation Agreement to fund Shared Infrastructure development contemplated by the Annexation Agreement.

7. Extraordinary Costs; Nonliability of City. It is not contemplated that the City shall incur, and the City shall have no obligation to incur, any costs not ordinarily incurred by the City, nor compensated to the City through the City's development fees, in providing the Shared Infrastructure cost allocation functions set forth in Paragraphs 3b, 4, and 6 hereof ("Extraordinary Costs"). For example, the City shall have no obligation to incur Extraordinary Costs in preparing preliminary engineering cost studies required for purposes of determining the allocation of Shared Infrastructure costs. Rather, the Property Owner whose development plan triggers the need for such preliminary engineering cost studies shall prepare such studies or alternatively pay for the City's actual, direct and reasonable out of pocket cost of such studies, subject to reimbursement in accordance with Paragraph 4 hereof. Additionally, the Parties agree that the City shall not be deemed to have incurred any liabilities or obligations to construct infrastructure or improvements or to provide services other than as expressly set forth in this Agreement, the Annexation Agreement or under applicable ordinances.

8. Amendment. The parties agree that Section XIX(J) of the Annexation Agreement shall be interpreted to not require the consent of Aries Properties Inc. or, unless BLRC revives the Planning Association, the Planning Association to amend the Annexation Agreement. Any amendment to the Annexation Agreement must be approved in writing by the City and by such Property Owners affected by the amendment.

9. Ratification. Except as clarified in the foregoing paragraphs, the terms of the Annexation Agreement are hereby ratified and reaffirmed by the Parties and remain unmodified and in full force and effect.

10. Binding Effect. This Agreement shall be binding upon all Parties that have executed this Agreement. In the event this Agreement is not executed by all of the Parties hereto, but has been executed by the City, the Co-Receivers, BLRC and CPH, then the Co-Receivers agree to submit this Agreement for approval to the District Court. The terms of this Agreement shall not be binding on Parties not signatories hereto until this Agreement has been approved by the District Court. Upon the receipt of such approval, this Agreement shall be in full force and effect and binding on all of the Parties.

11. Recordation. The Parties agree that, upon final approval by the District Court, this Agreement shall be recorded in the real estate records of the El Paso County Clerk and Recorder,

and shall constitute covenants running with the land and be binding upon all Parties and all successors, assigns and subsequent purchasers and successors in title.

12. Additional Documentation. Upon receipt of District Court approval, the Parties agree to execute such additional reasonable documentation as BLRC, the City and the Co-Receiver may reasonably request to effectuate and implement the terms and conditions of this Agreement. Upon receipt of such approval, the Parties will jointly seek: (i) the addition of BLRC as a party to the Declaratory Judgment Action; (ii) the entry of a declaratory judgment in the Declaratory Judgment Action that reflects the terms of this Agreement; and (iii) the dismissal with prejudice of all remaining claims, counterclaims, and cross-claims asserted in the Declaratory Judgment Action. Dismissal will be without prejudice to any of the Parties' ability to enforce the Annexation Agreement (as interpreted in this Agreement), this Agreement, and any rights of reimbursement they may hold under the Annexation Agreement. Upon entry of such judgment, BLRC shall seek (or cause CPH to seek) the dismissal with prejudice of State of Colorado Court of Appeals Case No. 04CA816, *CPH Banning-Lewis Ranch, LLC v. Board of County Commissioners of El Paso County, Colorado, et. al.*

13. Ownership of Property. Each Property Owner represents and warrants that it is currently the owner of property subject to the Annexation Agreement, and has not transferred or conveyed any fee interest in such property to any party not also a Party to this Agreement.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of all Parties, their heirs, successors and assigns. As used in this Agreement and any subsequent documentation evidencing the agreements set forth herein, "Property Owners" shall include all successors and assigns of each Property Owner and all purchasers of any property subject to the provisions of the Annexation Agreement.

15. Entire Agreement. This Agreement, with respect to the specific subject matter hereof, constitutes the entire agreement among the Parties and may not be amended without a written agreement consented to by the Parties.

16. Situs and Interpretation. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. The Parties and their respective counsel have reviewed and approved this Agreement. Accordingly, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

17. Validity of Agreement. It is understood and agreed to by the Parties that if any part, term or provision of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and this Agreement shall be interpreted as if it did not contain the particular part, term, or provision held to be invalid.

18. Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute a single agreement. This Agreement may be signed by facsimile signature, which shall have the effectiveness of an original signature.

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

CITY:

**CITY OF COLORADO SPRINGS**, a  
home rule city and municipal corporation of  
the State of Colorado

By:   
Lorne Kramer  
Title: City Manager

CO-RECEIVERS:

**C. RANDEL LEWIS or DAVID S. COHEN**, in their capacities as Co-Receivers  
of the Powers Boulevard/Drennan Road  
Local Improvement District 1985-2

By: \_\_\_\_\_  
C. Randel Lewis or David S. Cohen  
Title: \_\_\_\_\_

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

**CITY:**

**CITY OF COLORADO SPRINGS, a**  
home rule city and municipal corporation of  
the State of Colorado

By: \_\_\_\_\_  
Lorne Kramer  
Title: City Manager

**CO-RECEIVERS:**

**C. RANDEL LEWIS or DAVID S.**  
**COHEN, in their capacities as Co-Recipients**  
of the Powers Boulevard/Drennan Road  
Local Improvement District 1985-2

By: \_\_\_\_\_  
C. Randel Lewis or David S. Cohen  
Title: Co-Recipients

Sep 13 04 09:13a

M. McALLISTER

480 31089

P. 1

SEP-13-04 09:57AM FROM:MULLIKEN WEINER

719 835-8708

T-785 P.002/002 F-370

**PROPERTY OWNERS:**

\_\_\_\_\_  
Frank Aries

THE ESTATE OF C.H. MCALLISTER, by  
and through its personal representative

M.D. McAllister  
M.D. McAllister

CHEROKEE METROPOLITAN  
DISTRICT, a quasi-municipal corporation

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

COLORADO CENTRE I.V., an Arizona  
general partnership

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

COLORADO CENTRE METROPOLITAN  
DISTRICT, a quasi-municipal corporation

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

COLORADO DEPARTMENT OF  
TRANSPORTATION

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

COLORADO SPRINGS LAND  
ASSOCIATES, a New York general  
partnership

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

THE BANNING LEWIS RANCH  
COMPANY, LLC, a Delaware limited  
liability company

By: Maker Properties, LLC, Co-Managing  
Member

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

CYGNET LAND, LLC, a Colorado limited  
liability company

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

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, a political  
subdivision

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

FALCON TRUCKING COMPANY, a  
Michigan corporation

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

K.P. INVESTMENT GROUP, L.P., a  
Pennsylvania limited partnership, by and  
through liquidating trustee, Stephen Phillips

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

**PROPERTY OWNERS:**

\_\_\_\_\_  
Frank Aries

THE ESTATE OF C.H. MCALLISTER, by  
and through its personal representative

\_\_\_\_\_  
M.D. McAllister


CHEROKEE METROPOLITAN  
DISTRICT, a quasi-municipal corporation

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

COLORADO CENTRE J.V., an Arizona  
general partnership

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

COLORADO CENTRE METROPOLITAN  
DISTRICT, a quasi-municipal corporation

By:   
Title: PRESIDENT

COLORADO DEPARTMENT OF  
TRANSPORTATION

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

COLORADO SPRINGS LAND  
ASSOCIATES, a New York general  
partnership

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

THE BANNING LEWIS RANCH  
COMPANY, LLC, a Delaware limited  
liability company

By: Makar Properties, LLC, Co-Managing  
Member

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

CYGNET LAND, LLC, a Colorado limited  
liability company

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

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, a political  
subdivision

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

FALCON TRUCKING COMPANY, a  
Michigan corporation

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

K.P. INVESTMENT GROUP, L.P., a  
Pennsylvania limited partnership, by and  
through liquidating trustee, Stephen Phillips

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



**PROPERTY OWNERS:**

Frank Aries

THE ESTATE OF C.H. MCALLISTER, by  
and through its personal representative

M.D. McAllister

CHEROKEE METROPOLITAN  
DISTRICT, a quasi-municipal corporation

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

COLORADO CENTRE J.V., an Arizona  
general partnership

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

COLORADO CENTRE METROPOLITAN  
DISTRICT, a quasi-municipal corporation

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

COLORADO DEPARTMENT OF  
TRANSPORTATION

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

COLORADO SPRINGS LAND  
ASSOCIATES, a New York general  
partnership

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

THE BANNING LEWIS RANCH  
COMPANY, LLC, a Delaware limited  
liability company

By: Makar Properties, LLC, Co-Managing  
Member

By:   
Title: EVP

CYGNET LAND, LLC, a Colorado limited  
liability company

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

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, a political  
subdivision

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

FALCON TRUCKING COMPANY, a  
Michigan corporation

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

K.P. INVESTMENT GROUP, L.P., a  
Pennsylvania limited partnership, by and  
through liquidating trustee, Stephen Phillips

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

**PROPERTY OWNERS:**

\_\_\_\_\_  
Frank Aries

THE ESTATE OF C.H. MCALLISTER, by  
and through its personal representative

\_\_\_\_\_  
M.D. McAllister

CHEROKEE METROPOLITAN  
DISTRICT, a quasi-municipal corporation

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

COLORADO CENTRE J.V., an Arizona  
general partnership

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

COLORADO CENTRE METROPOLITAN  
DISTRICT, a quasi-municipal corporation

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

COLORADO DEPARTMENT OF  
TRANSPORTATION

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

COLORADO SPRINGS LAND  
ASSOCIATES, a New York general  
partnership

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

THE BANNING LEWIS RANCH  
COMPANY, LLC, a Delaware limited  
liability company

By: Makar Properties, LLC, Co-Managing  
Member

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

CYGNET LAND, LLC, a Colorado limited  
liability company

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

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, a political  
subdivision

By:   
Title: CHAIRMAN

FALCON TRUCKING COMPANY, a  
Michigan corporation

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

K.P. INVESTMENT GROUP, L.P., a  
Pennsylvania limited partnership, by and  
through liquidating trustee, Stephen Phillips

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

**PROPERTY OWNERS:**

\_\_\_\_\_  
Frank Aries

THE ESTATE OF C.H. MCALLISTER, by  
and through its personal representative

\_\_\_\_\_  
M.D. McAllister

CHEROKEE METROPOLITAN  
DISTRICT, a quasi-municipal corporation

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

COLORADO CENTRE J.V., an Arizona  
general partnership

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

COLORADO CENTRE METROPOLITAN  
DISTRICT, a quasi-municipal corporation

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

COLORADO DEPARTMENT OF  
TRANSPORTATION

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

COLORADO SPRINGS LAND  
ASSOCIATES, a New York general  
partnership

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

THE BANNING LEWIS RANCH  
COMPANY, LLC, a Delaware limited  
liability company

By: Makar Properties, LLC, Co-Managing  
Member

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

CYGNET LAND, LLC, a Colorado limited  
liability company

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

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, a political  
subdivision

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

FALCON TRUCKING COMPANY, a  
Michigan corporation

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

K.P. INVESTMENT GROUP, L.P., a  
Pennsylvania limited partnership, by and  
through liquidating trustee, Stephen Phillips

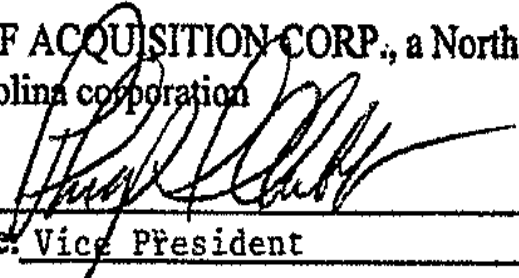
By: Stephen Phillips  
Title: LIQUIDATING TRUSTEE

Frank R. Krejci

KVI COLORADO CORPORATION, a  
Colorado corporation

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

MGF ACQUISITION CORP., a North  
Carolina corporation

By:   
Title: Vice President

OPTIONS INVESTMENT  
CORPORATION, a Colorado corporation

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

The Raymond L. Powers and Dorothy M.  
Powers Revocable Trust

Raymond Powers, as Trustee

Dorothy Powers, as Trustee

CHURCH FOR ALL NATIONS INC.

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

TUCSON/COLORADO ASSOCIATES, an  
Arizona limited partnership

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

UNITED STATES OLYMPIC  
COMMITTEE

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

VENWEST DEVELOPMENT LIMITED  
PARTNERSHIP I, an Arizona limited  
partnership

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

M. Diane Koken, Insurance Commissioner  
of the Commonwealth of Pennsylvania, in  
her capacity as Statutory Liquidator of  
World Life and Health Insurance Company  
of Pennsylvania

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

609 PLUS ASSOCIATES, LTD., a  
Colorado limited partnership

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

Frank R. Krejci

KVI COLORADO CORPORATION, a  
Colorado corporation

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

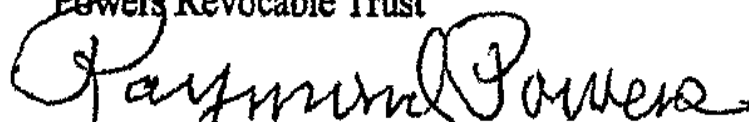
MGF ACQUISITION CORP., a North  
Carolina corporation

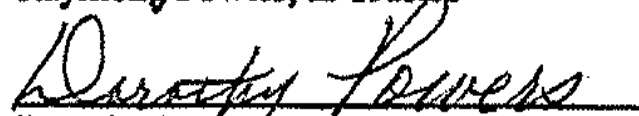
By: \_\_\_\_\_  
Title: \_\_\_\_\_

OPTIONS INVESTMENT  
CORPORATION, a Colorado corporation

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

The Raymond L. Powers and Dorothy M.  
Powers Revocable Trust

  
Raymond Powers, as Trustee

  
Dorothy Powers, as Trustee

CHURCH FOR ALL NATIONS INC.

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

TUCSON/COLORADO ASSOCIATES, an  
Arizona limited partnership

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

UNITED STATES OLYMPIC  
COMMITTEE

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

VENWEST DEVELOPMENT LIMITED  
PARTNERSHIP I, an Arizona limited  
partnership

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

M. Diane Koken, Insurance Commissioner  
of the Commonwealth of Pennsylvania, in  
her capacity as Statutory Liquidator of  
World Life and Health Insurance Company  
of Pennsylvania

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

609 PLUS ASSOCIATES, LTD., a  
Colorado limited partnership

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

\_\_\_\_\_  
Frank R. Krejci

KVI COLORADO CORPORATION, a  
Colorado corporation

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

MGF ACQUISITION CORP., a North  
Carolina corporation

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

OPTIONS INVESTMENT  
CORPORATION, a Colorado corporation

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

The Raymond L. Powers and Dorothy M.  
Powers Revocable Trust

\_\_\_\_\_  
Raymond Powers, as Trustee

\_\_\_\_\_  
Dorothy Powers, as Trustee

CHURCH FOR ALL NATIONS INC.

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

TUCSON/COLORADO ASSOCIATES, an  
Arizona limited partnership

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

UNITED STATES OLYMPIC  
COMMITTEE

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

VENWEST DEVELOPMENT LIMITED  
PARTNERSHIP I, an Arizona limited  
partnership

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

M. Diane Koken, Insurance Commissioner  
of the Commonwealth of Pennsylvania, in  
her capacity as Statutory Liquidator of  
World Life and Health Insurance Company  
of Pennsylvania

By: *Jane d. [Signature]*  
Its: Director of Liquidators

609 PLUS ASSOCIATES, LTD., a  
Colorado limited partnership

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

KVI COLORADO CORPORATION, a  
Colorado corporation

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

MGF ACQUISITION CORP., a North  
Carolina corporation

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

OPTIONS INVESTMENT  
CORPORATION, a Colorado corporation

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

\_\_\_\_\_  
Raymond Powers

\_\_\_\_\_  
Dorothy Powers

CHURCH FOR ALL NATIONS INC.

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

TUCSON/COLORADO ASSOCIATES, an  
Arizona limited partnership

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

UNITED STATES OLYMPIC  
COMMITTEE

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

VENWEST DEVELOPMENT LIMITED  
PARTNERSHIP I, an Arizona limited  
partnership

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

WORLCO, INC., a dissolved Pennsylvania  
corporation

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

\_\_\_\_\_  
M. Diane Koken, Insurance Commissioner  
of the Commonwealth of Pennsylvania, in  
her capacity as Statutory Liquidator of  
World Lie and Health Insurance Company  
of Pennsylvania

609 PLUS ASSOCIATES, LTD., a  
Colorado limited partnership

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

GOLDEN GATE APARTMENTS LTD.  
LP

By: \_\_\_\_\_  
Frank A. Aries  
Title: \_\_\_\_\_



GOLDEN GATE APARTMENTS LTD. LP

By: \_\_\_\_\_  
Frank A. Aries  
Title: \_\_\_\_\_

**OTHER PARTIES:**

ARIES PROPERTIES, INC., a Colorado  
corporation

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

BANNING LEWIS RANCH PLANNING  
ASSOCIATION, INC., a Colorado for profit  
corporation

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

CPH BANNING-LEWIS RANCH, LLC,  
a Delaware limited liability company

By: CPH BLR, LLC, a Delaware limited  
liability company, Managing  
Member

By: Capital Pacific Holdings,  
Inc., a Delaware corporation,  
Sole Member

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

A.E. Barnes, LLC, a Colorado limited liability company

By: 

Title: US Manager

This is the signature page for the Banning Lewis Ranch Settlement Agreement dated \_\_\_\_\_

EXHIBIT A

BANNING LEWIS RANCH

EFILED Document  
CO El Paso County District Court 4th JD  
Filing Date: Nov 19 2004 2:13PM MST  
Filing ID: 4644896  
Review Clerk: Donna Maes

3260712\_8.DOC



State of Colorado, County of El Paso  
Certified to be a true, and correct  
copy of the original in my custody.

MAR 15 2005

LEE V. COLE, JR.  
CLERK OF THE DISTRICT/COUNTY COURT  
By Margie Valencia Deputy

**Legal Description**

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**EXHIBIT A**

**Banning - Lewis Ranch**

Legal Description

A tract of land located in Sections 2, 3, 4, 8, 9, 10, 11, 14, 15, 16, 17, 20, 21, 22, 23, 26, 27, 28, 33, 34 and 35, all in T14S, R65W of the 6th P.M. and in Sections 2, 3 and 4, T15S, R65W of the 6th P.M., County of El Paso, State of Colorado, described as follows:

BEGINNING at the Southeast Corner of Section 34, T13S, R65W of the 6th P.M., from which the Northeast Corner of said Section 34 bears N01°14'52"E (basis of bearing - true meridian), 5298.00 feet; thence S00°02'02"W, 2728.97 feet along the West line of the NW1/4 of Section 2, T14S, R65W of the 6th P.M. to the W1/4 Corner of said Section 2;

Thence N89°50'23"E, 3692.78 feet along the East-West Centerline of said Section 2;

Thence S00°16'30"E, 18,454.90 feet to the North line of the NE1/4 of Section 26, T14S, R65W of the 6th P.M.;

Thence N89°44'53"E, 1528.09 feet along the North line of the NE1/4 of said Section 26 to the Northeast Corner of said Section 26;

Thence S00°29'58"W, 5290.35 feet along the East line of said Section 26 to the Southeast Corner of said Section 26;

Thence S89°49'30"W, 2663.97 feet along the South line of the SE1/4 of said Section 26 to the N1/4 Corner of Section 35, T14S, R65W of the 6th P.M.;

Thence S00°33'19"W, 2642.56 feet along the North-South Centerline of said Section 35 to the Center of said Section 35;

Thence S89°52'44"W, 1333.24 feet along the East-West Centerline of said Section 35 to the Northeast Corner of the W1/2 of the SW1/4 of said Section 35;

Thence S00°34'58"W, 2641.32 feet along the East line of the W1/2 of the SW1/4 of said Section 35 to the Southeast Corner thereof;

Thence continuing S00°34'58"W, 30.00 feet along the East line extended Southerly of the W1/2 of the SW1/4 of said Section 35 to a point on the South right-of-way line of Drennan Road;

Thence S89°55'58"W, 1334.11 feet along the South right-of-way line of said Drennan Road;

Thence S89°51'19"W, 1682.88 feet along the South right-of-way line of said Drennan Road to a Westerly line and a Westerly line extended Northerly of Parcel "D" as described in Instrument recorded in Book 5250 at Page 819 of the records of El Paso County, Colorado;

Legal Description

Thence  $N00^{\circ}02'36''W$ , 110.00 feet along a Westerly line and a Westerly line extended Northerly of said Parcel "D";

Thence  $S89^{\circ}50'56''W$ , 1626.75 feet to a point on the East line extended Northerly of Exception No. 1 to Parcel "D" as described in Instrument recorded in said Book 5250 at Page 819;

Thence  $S00^{\circ}03'03''W$ , 110.00 feet along the East line extended Northerly of said Exception No. 1 to Parcel "D" to a point on the South right-of-way line of Drennan Road;

Thence  $S89^{\circ}50'25''W$ , 827.56 feet along the South right-of-way line of said Drennan Road to a point on a line that is  $N00^{\circ}09'35''W$ , from the Northerly point of tangency of a 100.00 foot radius curve along the Northeasterly line of Lot 1, COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 2 as recorded in Plat Book B-4 at Page 48 of the records of El Paso County, Colorado;

Thence  $S00^{\circ}09'35''E$ , 10.00 feet to the Northerly point of tangency of said 100.00 foot radius curve;

Thence  $S89^{\circ}50'25''W$ , 424.65 feet along the North line of said Lot 1 to the Northwest Corner of said Lot 1;

Thence  $N00^{\circ}03'03''E$ , 10.00 feet along the East right-of-way line extended Northerly of Aerospace Boulevard in said COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 2 to the North line of said COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 2;

Thence  $S89^{\circ}50'25''W$ , 699.37 feet along the South right-of-way line of Drennan Road;

Thence  $S89^{\circ}57'09''W$ , 198.99 feet along the South right-of-way line of said Drennan Road to the East line extended Northerly of Lot 1 in COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1 as recorded in Plat Book B-4 at Page 47 of the records of El Paso County, Colorado;

Thence  $S00^{\circ}02'53''W$ , 10.00 feet along the East line extended Northerly of Lot 1 in said COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1 to the Northeast Corner of said Lot 1;

Thence  $S89^{\circ}57'09''W$ , 1114.92 feet along the North line of Lot 1 in said COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1 to the Northwest Corner of said Lot 1;

Thence  $N00^{\circ}12'08''W$ , 10.00 feet along the West line extended Northerly of Lot 1 in said COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1 to a point on the South right-of-way line of Drennan Road;

## Legal Description

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Thence S89°57'09"W, 1314.33 feet along the South right-of-way line of Drennan Road to a point on the existing City limits of the City of Colorado Springs;

Thence N00°19'09"E, 30.00 feet along the existing City limits of the City of Colorado Springs;

Thence N00°18'19"E, 5282.47 feet along the existing City limits of the City of Colorado Springs;

Thence S89°20'50"W, 662.98 feet along the existing City limits of the City of Colorado Springs;

Thence N00°03'50"E, 2620.18 feet along the existing City limits of the City of Colorado Springs;

Thence N00°08'00"E, 2639.27 feet along the the existing City limits of the City of Colorado Springs;

Thence S89°50'39"E, 663.31 feet along the existing City limits of the City of Colorado Springs;

Thence N00°05'27"W, 2653.15 feet along the existing City limits of the City of Colorado Springs;

Thence N89°59'09"W, 906.04 feet along the existing City limits of the City of Colorado Springs to the Southwest Corner of that certain 100.00 foot wide strip of land conveyed to the County of El Paso as described in Quit-Claim Deed recorded in Book 752 at Page 305 of the records of El Paso County, Colorado;

Thence N30°35'15"W, 781.17 feet along the Southwesterly line of that certain strip of land as described in said Book 752 at Page 305 to a point of curve to the left;

Thence Northwesterly, 265.46 feet along the Southwesterly line of that certain strip of land as described in said Book 752 at Page 305 and along the arc of said curve to a point tangent, said arc having a radius of 1382.69 feet, a central angle of 11°00'00" and being subtended by a chord that bears N36°05'15"W, 265.05 feet;

Thence N41°35'15"W, 200.00 feet along the Southwesterly line of that certain strip of land as described in said Book 752 at Page 305 to a point of curve to the right;



## Legal Description

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Thence Northwesterly, 358.44 feet along the Southwesterly line of that certain strip of land as described in said Book 752 at Page 305 and along the arc of said curve to the Southwesterly line of that certain strip of land conveyed to El Paso County as described in Deed recorded in Book 752 at Page 365 of the records of El Paso County, Colorado, said arc having a radius of 1196.28 feet, a central angle of  $17^{\circ}10'04''$  and being subtended by a chord that bears  $N33^{\circ}00'13''W$ , 357.10 feet;

Thence  $N34^{\circ}54'57''W$ , 1534.95 feet along the Southwesterly line of that certain strip of land as described in said Book 752 at Page 365 to a point on the existing City limits of the City of Colorado Springs;

Thence  $N34^{\circ}54'57''W$ , 52.65 feet along the existing City limits of the City of Colorado Springs;

Thence  $N00^{\circ}10'48''W$ , 9.44 feet along the existing City limits of the City of Colorado Springs;

Thence  $N00^{\circ}01'22''E$ , 4650.84 feet along the existing City limits of the City of Colorado Springs to a Northeast Corner of the existing City limits of the City of Colorado Springs;

Thence  $S89^{\circ}59'14''E$ , 60.00 feet to the East right-of-way line of Marksheffel Road;

Thence  $N00^{\circ}01'22''E$ , 389.74 feet along the East right-of-way line of said Marksheffel Road to the Northerly right-of-way line of Colorado State Highway No. 94;

Thence  $N70^{\circ}39'00''W$ , 63.58 feet along the Northerly right-of-way line of said Colorado State Highway No. 94 to the West right-of-way line of Marksheffel Road;

Thence  $N00^{\circ}01'22''E$ , 30.56 feet along the West right-of-way line of said Marksheffel Road;

Thence  $M47^{\circ}26'00''W$ , 2198.95 feet;

Thence  $N85^{\circ}45'00''E$ , 617.13 feet to the North line of the  $SE1/4$  of the  $SE1/4$  of Section 8, T14S, R65W of the 6th P.M.;

Thence  $S89^{\circ}59'58''E$ , 1035.25 feet along the North line of the  $SE1/4$  of the  $SE1/4$  of said Section 8 to the Northeast Corner of the  $SE1/4$  of the  $SE1/4$  of said Section 8;

Thence continuing  $S89^{\circ}59'58''E$ , 30.00 feet to the East right-of-way line of Marksheffel Road;

Legal Description

Thence N00°02'50"E, 1342.28 feet along the East right-of-way line of said Marksheffel Road;

Thence N00°00'21"W, 1979.37 feet along the East right-of-way line of said Marksheffel Road to the Easterly line of Parcel No. 3 conveyed to the State Department of Highways as described in Instrument recorded in Book 1848 at Page 84 of the records of El Paso County, Colorado;

Thence N16°48'39"E, 35.31 feet along the Easterly line of said Parcel No. 3 as described in said Book 1848 at Page 84 to the Southeasterly right-of-way line of U.S. Highway No. 24;

Thence N33°39'00"E, 269.11 feet along the Southeasterly right-of-way line of said U.S. Highway No. 24 to a point of curve to the right;

Thence Northeasterly, 990.81 feet along the Southeasterly right-of-way line of said U.S. Highway No. 24 and along the arc of said curve to a point tangent, said arc having a radius of 2815.00 feet, a central angle of 20°10'00" and being subtended by a chord that bears N43°44'00"E, 985.70 feet;

Thence N53°49'00"E, 5877.86 feet along the Southeasterly right-of-way line of said U.S. Highway No. 24 to a point of curve to the left;

Thence Northeasterly, 1198.13 feet along the Southeasterly right-of-way line of said U.S. Highway No. 24 and along the arc of said curve to a point tangent, said arc having a radius of 2915.00 feet, a central angle of 23°33'00" and being subtended by a chord that bears N42°02'30"E, 1189.72 feet;

Thence N30°16'00"E, 747.64 feet along the Southeasterly right-of-way line of said U.S. Highway No. 24 to the North line of the NW1/4 of Section 3, T14S, R65W of the 6th P.M.;

Thence N89°42'24"E, 1183.63 feet along the North line of the NW1/4 of said Section 3 to the N1/4 Corner of said Section 3;

Thence N89°42'24"E, 2667.93 feet along the North line of the NE1/4 of said Section 3 to the POINT OF BEGINNING.

Gross Area = 8,979.116 Acres, more or less.

EXCEPT that "35-Acre Parcel" conveyed to Carla Worsham Lewis as described in Quit Claim Deed recorded in Book 3500 at Page 501 of the records of El Paso County, Colorado, located in the E1/2 of Section 9, T14S, R65W of the 6th P.M., more particularly described as follows:

Legal Description

Commencing at the Southeast Corner of said Section 9, thence N14°42'38"W, 2392.05 feet to the Southeast Corner of said "35-Acre Parcel" and the TRUE POINT OF BEGINNING;

Thence N86°59'01"W, 583.82 feet along the Southerly line of said "35-Acre Parcel" to the Southwest Corner thereof;

Thence N03°00'59"E, 2669.59 feet along the Westerly line of said "35-Acre Parcel" to the Northwest Corner thereof;

Thence S76°29'16"E, 575.31 feet along the Northerly line of said "35-Acre Parcel" to the Northeast Corner thereof;

The following five courses and distances are along the Easterly line of said "35-Acre Parcel":

Thence S02°45'48"W, 597.79 feet;

Thence S03°51'15"W, 1030.21 feet;

Thence S22°39'27"E, 200.08 feet;

Thence S02°11'43"W, 234.06 feet;

Thence S09°30'37"W, 525.91 feet to the TRUE POINT OF BEGINNING.

Area = 35.000 Acres, more or less.

EXCEPT that tract of land conveyed to Mountain View Electric Association, Inc. as described in Quit Claim Deed recorded in Book 1060 at Page 423 of the records of El Paso County, Colorado, located in the NW1/4 of the NW1/4 of Section 15, T14S, R65W of the 6th P.M., more particularly described as follows:

Commencing at the Northwest Corner of said Section 15, thence S00°04'27"W, 330.70 feet along the West line of the NW1/4 of said Section 15; thence S79°11'33"E, 23.40 feet to the Northwest Corner of that tract of land as described in said Book 1060 at Page 423 and the TRUE POINT OF BEGINNING;

Thence S00°04'27"W, 54.72 feet along the Westerly line of that tract of land as described in said Book 1060 at Page 423 to the Southwest Corner thereof;

Thence S89°55'33"E, 50.00 feet along the Southerly line of that tract of land as described in said Book 1060 at Page 423 to the Southeast Corner thereof;

Legal Description

Thence  $N00^{\circ}04'27''E$ , 45.28 feet along the Easterly line of that tract of land as described in said Book 1060 at Page 423 to the Northeast Corner thereof;

Thence  $N79^{\circ}14'03''W$ , 50.88 feet along the Northerly line of that tract of land as described in said Book 1060 at Page 423 to the TRUE POINT OF BEGINNING.

Area = 0.057 Acres, more or less.

EXCEPT that tract of land located in the NW1/4 of the SE1/4 of Section 15, T14S, R65W of the 6th P.M. described as follows:

BEGINNING at the Northeast Corner of the NW1/4 of the SE1/4 of said Section 15, thence  $S89^{\circ}47'04''W$ , 713.43 feet along the North line of the SE1/4 of said Section 15 to a point from which the Center of said Section 15 bears  $S89^{\circ}47'04''W$ , 622.30 feet;

Thence  $S00^{\circ}08'56''E$ , 285.00 feet parallel with the North-South Centerline of said Section 15;

Thence  $N77^{\circ}08'10''E$ , 731.61 feet to a point on the East line of the NW1/4 of the SE1/4 of said Section 15 which is Southerly 124.80 feet from the Northeast Corner of the NW1/4 of the SE1/4 of said Section 15;

Thence  $N00^{\circ}15'39''W$ , 124.80 feet along the East line of the NW1/4 of the SE1/4 of said Section 15 to the POINT OF BEGINNING.

Area = 3.357 Acres, more or less.

EXCEPT a tract of land located in Sections 14, 15, 22 and 23, T14S, R65W of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Southeast Corner of said Section 15 from which the E1/4 Corner of said Section 15 bears  $N00^{\circ}22'24''W$ , (basis of bearing - true meridian), 2625.61 feet and from which a Point hereinafter referred to as Point "A" bears  $N02^{\circ}22'08''E$ , 1351.00 feet, thence  $N01^{\circ}38'18''W$ , 1320.57 feet to a point on the North line of TRACT #3 as described in Instrument recorded in Book 3268 at Page 317 (379) of the records of El Paso County, Colorado; thence  $N35^{\circ}09'00''W$ , 36.74 feet to the TRUE POINT OF BEGINNING;

Thence  $N35^{\circ}09'00''W$ , 1310.43 feet;

Thence  $N54^{\circ}51'00''E$ , 77.41 feet;

Legal Description

Thence N30°00'00"W, 2001.44 feet;

Thence N60°00'00"E, 85.00 feet;

Thence S30°00'00"E, 2180.00 feet;

Thence S54°51'00"W, 52.34 feet to a point on a line from which said Point "A" bears S35°09'00"E;

Thence S35°09'00"E, 1191.20 feet to said Point "A";

Thence S89°53'23"E, 985.36 feet;

Thence S00°22'24"E, 2700.00 feet;

Thence N89°53'23"W, 1740.00 feet;

Thence N00°22'24"W, 2700.00 feet;

Thence S89°53'23"E, 639.89 feet to the TRUE POINT OF BEGINNING.

Area = 114.893 acres, more or less.

EXCEPT a tract of land located in the S1/2 of Section 4 and in the N1/2 of Section 9, all in T14S, R65W of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Southeast Corner of Section 34, T13S, R65W of the 6th P.M., from which the Northeast Corner of said Section 34 bears N01°14'52"E (Basis of bearing - True Meridian), 5298.00 feet, thence S63°35'28"W, 11879.83 feet to the Northwest Corner of said Section 9; thence S00°00'21"E, 936.10 feet along the West line of the NW1/4 of said Section 9 to the Southwest Corner of Parcel No. 3 conveyed to the State Department of Highways as described in Instrument recorded in Book 1848 at Page 84 of the records of El Paso County, Colorado; Thence N89°59'39"E, 29.80 feet along the South line of Parcel No. 3 as described in said Book 1848 at Page 84 to the Southeast Corner thereof; thence N00°00'21"W, 216.36 feet along the East line of Parcel No. 3 as described in said Book 1848 at Page 84; thence N89°59'39"E, 361.12 feet to the TRUE POINT OF BEGINNING;

Thence continuing N89°59'39"E, 1548.04 feet;

Thence N24°46'10"E, 89.35 feet;

## Legal Description

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Thence Northeasterly, 1461.66 feet along the arc of a curve concave to the Southeast, said arc having a radius of 1570.00 feet, a central angle of  $53^{\circ}20'32''$  and being subtended by a chord that bears  $N51^{\circ}26'27''E$ , 1409.45 feet;

Thence  $N04^{\circ}58'22''W$ , 545.74 feet to a point of curve to the left;

Thence Northwesterly, 902.23 feet along the arc of said curve to the Southeasterly right-of-way line of U.S. Highway No. 24, said arc having a radius of 1722.71 feet, a central angle of  $30^{\circ}00'26''$  and being subtended by a chord that bears  $N19^{\circ}58'35''W$ , 891.95 feet;

Thence  $S53^{\circ}49'00''W$ , 2227.45 feet along the Southeasterly right-of-way line of said U.S. Highway No. 24;

Thence  $S36^{\circ}11'00''E$ , 100.00 feet to a point from which the True Point of Beginning bears  $S32^{\circ}14'38''W$ ;

Thence  $S32^{\circ}14'38''W$ , 1118.55 feet to the TRUE POINT OF BEGINNING;

Area = 73.398 acres, more or less.

Area to be annexed = 8,752.411 acres, more or less.

A tract of land located in Sections 10, 11, 14, 15, 21, 22, 23, 25, 26, 27, 28, 33, 34 and 35, T13S, R65W, in Sections 6 and 7, T14S, R64W, and in Sections 1, 2, 11, 12, 13, 14, 23, 24, 25 and 36, T14S, R65W, all of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Southeast Corner of Section 34, T13S, R65W of the 6th P.M., from which the Northeast Corner of said Section 34 bears N01°14'52"E (basis of bearing - true meridian), 5298.00 feet; thence S00°02'02"W, 2728.97 feet along the West line of the NW1/4 of Section 2, T14S, R65W of the 6th P.M. to the W1/4 Corner of said Section 2; thence N89°50'23"E, 3692.78 feet along the East-West Centerline of said Section 2 to the TRUE POINT OF BEGINNING;

Thence S89°50'23"W, 3692.78 feet along the East-West Centerline of said Section 2 to the W1/4 Corner of said Section 2;

Thence N00°02'02"E, 2728.97 feet along the West line of the NW1/4 of said Section 2 to the Southeast Corner of said Section 34;

Thence S89°42'24"W, 2667.93 feet along the South line of the SE1/4 of said Section 34 to the S1/4 Corner of said Section 34;

Thence S89°42'24"W, 2667.93 feet along the South line of the SW1/4 of said Section 34 to the Southeast Corner of Section 33, T13S, R65W of the 6th P.M.;

Thence S89°46'01"W, 1406.11 feet along the South line of the SE1/4 of said Section 33 to the Northerly right-of-way line of Constitution Avenue according to the plat of Constitution Avenue/Peterson Road Right-of-Way as recorded in Plat Book V-3 at Page 169 of the records of El Paso County, Colorado;

Thence Westerly, 478.38 feet along the Northerly right-of-way line of said Constitution Avenue and along the arc of a curve concave to the South to a point tangent, said arc having a radius of 1897.00 feet, a central angle of 14°26'56" and being subtended by a chord that bears N83°00'31"W, 477.12 feet;

Thence S89°46'01"W, 756.41 feet along the North right-of-way line of said Constitution Avenue to the East line of the West 10.00 feet of the E1/2 of said Section 33;

Thence N00°07'25"W, 2623.57 feet along the East line of the West 10.00 feet of the E1/2 of said Section 33;

Thence N89°46'30"E, 10.00 feet to the East line of the West 20.00 feet of the E1/2 of said Section 33;



Thence N00°07'25"W, 2683.58 feet along the East line of the West 20.00 feet of the E1/2 of said Section 33 to the South line of the SE1/4 of Section 28, T13S, R65W of the 6th P.M.;

Thence S89°46'59"W, 20.00 feet along the South line of the SE1/4 of said Section 28 to the S1/4 Corner of said Section 28;

Thence N00°00'08"W, 1596.57 feet along the North-South Centerline of said Section 28;

Thence N85°40'16"W, 795.81 feet to a point of curve to the left;

Thence Southwesterly, 2061.64 feet along the arc of said curve to the East line of the West 60.00 feet of the SW1/4 of said Section 28, said arc having a radius of 2010.08 feet, a central angle of 58°45'56" and being subtended by a chord that bears S64°56'46"W, 1972.45 feet;

Thence N00°14'59"W, 2254.91 feet along the East line of the West 60.00 feet of said Section 28;

Thence S89°45'01"W, 30.00 feet to the East line of the West 30.00 feet of the NW1/4 of said Section 28;

Thence N00°14'59"W, 888.28 feet along the East line of the West 30.00 feet of the NW1/4 of said Section 28 to the South line of the N1/2 of the NW1/4 of said Section 28;

Thence N89°48'20"E, 2624.04 feet along the South line of the N1/2 of the NW1/4 of said Section 28 to the Southeast Corner thereof;

Thence N89°48'20"E, 2654.18 feet along the South line of the N1/2 of the NE1/4 of said Section 28 to the Southeast Corner thereof;

Thence S89°09'53"E, 1294.71 feet along the South line of the N1/2 of the NW1/4 of Section 27, T13S, R65W of the 6th P.M.;

Thence N00°14'25"E, 2644.50 feet to the North line of the S1/2 of the SW1/4 of Section 22, T13S, R65W of the 6th P.M.;

Thence N88°59'56"W, 1294.74 feet along the North line of the S1/2 of the SW1/4 of said Section 22 to the Northwest Corner thereof;

Thence S89°46'42"W, 2663.01 feet along the North line of the S1/2 of the SE1/4 of Section 21, T13S, R65W of the 6th P.M. to the Northwest Corner thereof;

Thence S89°46'42"W, 2663.23 feet along the North line of the S1/2 of the SW1/4 of said Section 21 to a point on the existing City limits of the City of Colorado Springs;

## Legal Description

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Thence N00°02'53"W, 1110.88 feet along the existing City limits of the City of Colorado Springs;

Thence N43°27'21"E, 290.52 feet to the East-West Centerline of said Section 21;

Thence N89°44'38"E, 1135.34 feet along the East-West Centerline of said Section 21 to the East line of the West 2.00 feet of the E1/2 of the NW1/4 of said Section 21;

Thence N00°01'36"E, 2613.76 feet along the East line of the West 2.00 feet of the E1/2 of the NW1/4 of said Section 21 to the South line of the North 30.00 feet of the NW1/4 of said Section 21;

Thence N89°39'32"E, 1334.77 feet along the South line of the North 30.00 feet of the NW1/4 of said Section 21 to the North-South Centerline of said Section 21;

Thence N00°06'06"E, 30.00 feet along the North-South Centerline of said Section 21 to the N1/4 Corner of said Section 21;

Thence N89°41'31"E, 2672.73 feet along the North line of the NE1/4 of said Section 21 to the Northeast Corner of said Section 21;

Thence N00°20'46"E, 2646.52 feet along the West line of the SW1/4 of Section 15, T13S, R65W of the 6th P.M. to the W1/4 Corner of said Section 15;

Thence N00°20'46"E, 2646.52 feet along the West line of the NW1/4 of said Section 15 to the Northwest Corner of said Section 15;

Thence S89°41'52"E, 1335.18 feet along the North line of the NW1/4 of said Section 15 to the Southwest Corner of the E1/2 of the SW1/4 of Section 10, T13S, R65W of the 6th P.M.;

Thence N00°12'56"W, 2660.25 feet along the West line of the E1/2 of the SW1/4 of said Section 10 to the Northwest Corner thereof;

Thence N00°12'56"W, 1315.13 feet along the West line of the E1/2 of the NW1/4 of said Section 10 to the South line of the North 15.00 feet of the S1/2 of the NW1/4 of said Section 10;

Thence N89°58'24"E, 100.00 feet along the South line of the North 15.00 feet of the S1/2 of the NW1/4 of said Section 10 to an East line of Parcel No. 7 conveyed to Frank A. Aries as described in Deed recorded in Book 5074 at Page 71 of the records of El Paso County, Colorado;

Thence S00°12'56"E, 379.31 feet along an East line of Parcel No. 7 as described in said Book 5074 at Page 71 to a North line thereof;

Thence N89°51'57"E, 3954.82 feet along a North line of Parcel No. 7 as described in said Book 5074 at Page 71 to the West line of the NW1/4 of Section 11, T13S, R65W of the 6th P.M.;

Thence S89°07'50"E, 3884.05 feet along a North line of Parcel No. 7 as described in said Book 5074 at Page 71 to the West line of that tract of land conveyed to the City of Colorado Springs as described in Deed recorded in Book 2609 at Page 177 of the records of El Paso County, Colorado;

Thence S00°08'47"W, 145.14 feet along the West line of that tract of land as described in said Book 2609 at Page 177 to the Southwest Corner thereof;

Thence S89°07'50"E, 1120.00 feet along the South line of that tract of land as described in said Book 2609 at Page 177 to the West line of that tract of land conveyed to Public Service Company of Colorado as described in Book 2194 at Page 154 of the records of El Paso County, Colorado;

Thence S00°08'47"W, 3391.13 feet along the West line of that tract of land as described in said Book 2194 at Page 154 to the South line of the SE1/4 of said Section 11;

Thence S00°07'19"W, 2696.66 feet along the West line of that tract of land as described in said Book 2194 at Page 154 to the East-West Centerline of Section 14, T13S, R65W of the 6th P.M.;

Thence S00°08'48"W, 2371.82 feet along the West line of that tract of land as described in said Book 2194 at Page 154 to the Northwesternly right-of-way line of U.S. Highway No. 24;

Thence S61°31'00"E, 100.00 feet to the Southeasterly right-of-way line of said U.S. Highway No. 24;

Thence N28°29'00"E, 284.48 feet along the Southeasterly right-of-way line of said U.S. Highway No. 24 to the Southerly line of Parcel No. 4 conveyed to the Department of Highways as described in Deed recorded in Book 1848 at Page 84 of the records of El Paso County, Colorado;

Thence S60°30'39"E, 82.55 feet along the Southerly line of Parcel No. 4 as described in said Book 1848 at Page 84 to the West line of the East 30.00 feet of the SE1/4 of said Section 14;

Thence S00°08'48"W, 489.02 feet along the West line of the East 30.00 feet of the SE1/4 of said Section 14;

Thence S00°27'37"E, 5277.57 feet along the West line of the East 30.00 feet of the NE1/4 and along the West line of the East 30.00 feet of the SE1/4 of Section 23, T13S, R65W of the 6th P.M.;

**Legal Description**

Thence S00°29'14"W, 1318.00 feet along the West line of the East 30.00 feet of the NE1/4 of Section 26, T13S, R65W of the 6th P.M. to the South line of the N1/2 of the NE1/4 of said Section 26;

Thence S89°52'20"E, 30.00 feet along the South line of the N1/2 of the NE1/4 of said Section 26 to the Northwest Corner of the SW1/4 of the NW1/4 of Section 25, T13S, R65W of the 6th P.M.;

Thence N89°48'05"E, 1316.32 feet along the North line of the SW1/4 of the NW1/4 of said Section 25 to the Northeast Corner thereof;

Thence S05°35'02"W, 1325.77 feet to the East-West Centerline of said Section 25;

Thence N89°51'08"E, 1438.52 feet along the East-West Centerline of said Section 25 to the Center of said Section 25;

Thence S00°17'42"W, 2600.69 feet along the North-South Centerline of said Section 25 to the North line of the South 40.00 feet of the SW1/4 of said Section 25;

Thence S89°57'10"W, 1322.86 feet along the North line of the South 40.00 of the SW1/4 of said Section 25 to the West line of the SE1/4 of the SW1/4 of said Section 25;

Thence N00°23'27"E, 1279.20 feet along the West line of the SE1/4 of the SW1/4 of said Section 25 to the Northwest Corner thereof;

Thence S89°54'09"W, 660.00 feet along the South line of the N1/2 of the SW1/4 of said Section 25;

Thence N00°05'51"W, 30.00 feet;

Thence S89°54'09"W, 660.42 feet parallel with the South line of the N1/2 of the SW1/4 of said Section 25 to the East line of the SE1/4 of said Section 26;

Thence S00°29'14"W, 1298.06 feet along the East line of the SE1/4 of said Section 26;

Thence N89°30'39"W, 90.00 feet;

Thence S00°29'21"W, 50.24 feet to the South line of the SE1/4 of said Section 26;

Thence S00°29'21"W, 1319.79 feet parallel with the East line of the NE1/4 of Section 35, T13S, R65W of the 6th P.M. to the South line of the NE1/4 of the NE1/4 of said Section 35;

Thence N89°42'51"W, 1235.91 feet along the South line of the NE1/4 of the NE1/4 of said Section 35 to the Southwest Corner thereof;

Thence S00°40'46"W, 1320.89 feet along the East line of the SW1/4 of the NE1/4 of said Section 35 to the Southeast Corner thereof;

Thence S00°40'46"W, 1320.89 feet along the East line of the NW1/4 of the SE1/4 of said Section 35 to the Southeast Corner thereof;

Thence N89°48'48"W, 1334.69 feet along the South line of the NW1/4 of the SE1/4 of said Section 35 to the Southwest Corner thereof;

Thence S00°52'09"W, 1322.08 feet along the North-South Centerline of said Section 35 to the S1/4 Corner of said Section 35;

Thence S89°51'44"E, 2678.16 feet along the North line of the NE1/4 of Section 2, T14S, R65W of the 6th P.M. to the Northeast Corner of said Section 2;

Thence S89°52'56"E, 2663.38 feet along the North line of the NW1/4 of Section 1, T14S, R65W of the 6th P.M. to the N1/4 Corner of said Section 1;

Thence S00°01'58"E, 1358.28 feet along the North-South Centerline of said Section 1 to the Southwest Corner of Government Lot 1 in said Section 1;

Thence N89°49'10"E, 1328.01 feet along the South line of said Government Lot 1 to the Southeast Corner of the W1/2 of said Government Lot 1 in said Section 1;

Thence N00°07'23"E, 1351.36 feet along the East line of the W1/2 of said Government Lot 1 in said Section 1 to the Northeast Corner thereof;

Thence S89°52'56"E, 1331.69 feet along the North line of the NE1/4 of said Section 1 to the Northeast Corner of said Section 1;

Thence S00°16'46"W, 1344.45 feet along the East line of the NE1/4 of said Section 1 to the Northwest Corner of the S1/2 of the NW1/4 of Section 6, T14S, R64W of the 6th P.M.;

Thence S88°04'33"E, 2604.35 feet along the North line of the S1/2 of the NW1/4 of said Section 6 to the Northeast Corner thereof;

Thence S00°35'19"E, 1327.14 feet along the North-South Centerline of said Section 6 to the Center of said Section 6;

Thence N88°28'10"W, 300.20 feet along the East-West Centerline of said Section 6;

Thence S00°35'19"E, 1329.22 feet parallel with the North-South Centerline of said Section 6 to the South line of the N1/2 of the SW1/4 of said Section 6;

Thence N88°51'22"W, 944.41 feet along the South line of the N1/2 of the SW1/4 of said Section 6 to the Northeast Corner of the SW1/4 of the SW1/4 of said Section 6;

Thence S00°04'06"E, 1335.24 feet along the East line of the SW1/4 of the SW1/4 of said Section 6 to the Southeast Corner thereof;

Thence S89°14'14"E, 856.45 feet along the North line of the NW1/4 of Section 7, T14S, R64W of the 6th P.M.;

Thence S00°43'20"W, 1316.11 feet parallel with the North-South Centerline of said Section 7 to the South line of the N1/2 of the NW1/4 of said Section 7;

Thence N89°20'08"W, 2253.13 feet along the South line of the N1/2 of the NW1/4 of said Section 7 to the Southwest Corner thereof;

Thence N89°40'23"W, 1767.56 feet along the South line of the N1/2 of the NE1/4 of Section 12, T14S, R65W of the 6th P.M. to the West line of the East 450.00 feet of the SW1/4 of the NE1/4 of said Section 12;

Thence S00°17'12"W, 1314.94 feet along the West line of the East 450.00 feet of the SW1/4 of the NE1/4 of said Section 12 to the North line of the South 5.00 feet of the NE1/4 of said Section 12;

Thence N89°40'13"W, 1283.04 feet along the North line of the South 5.00 feet of the NE1/4 of said Section 12 and along the North line of the South 5.00 feet of the NW1/4 of said Section 12;

Thence S00°15'03"E, 1326.71 feet;

Thence S88°23'29"E, 397.10 feet to the West line of the East 5.00 feet of the SW1/4 of said Section 12;

Thence S00°18'32"W, 1259.55 feet along the West line of the East 5.00 feet of the SW1/4 of said Section 12 to the North line of the South 50.00 feet of the SW1/4 of said Section 12;

Thence N89°39'32"W, 800.00 feet along the North line of the South 50.00 feet of the SW1/4 of said Section 12;

Thence N88°13'35"W, 400.00 feet;

Thence N82°16'19"W, 700.00 feet;

Thence N86°00'37"W, 550.00 feet;

Thence S82°40'44"W, 150.00 feet;

**Legal Description**

Thence N66°39'47"W, 240.00 feet;

Thence S00°03'12"E, 130.00 feet;

Thence S89°56'48"W, 175.44 feet;

Thence S69°27'33"W, 200.00 feet;

Thence S86°07'27"W, 150.00 feet;

Thence S89°56'48"W, 650.00 feet to the West line extended Northerly of the East 5.00 feet of the W1/2 of the NE1/4 of Section 14, T14S, R65W of the 6th P.M.;

Thence S00°16'12"E, 1356.83 feet along the West line extended Northerly of the East 5.00 feet and along the West line of the East 5.00 feet of the W1/2 of the NE1/4 of said Section 14 to the South line of the North 5.00 feet of the S1/2 of the NE1/4 of said Section 14;

Thence N89°47'20"E, 1295.60 feet along the South line of the North 5.00 feet of the S1/2 of the NE1/4 of said Section 14 to the West line of the East 50.00 feet of the NE1/4 of said Section 14;

Thence S00°27'04"E, 1297.34 feet along the West line of the East 50.00 feet and along the West line extended Southerly of the East 50.00 feet of the NE1/4 of said Section 14 to the South line extended Westerly of the North 5.00 feet of the SW1/4 of Section 13, T14S, R65W of the 6th P.M.;

Thence S89°17'05"E, 1358.14 feet along the South line extended Westerly of the North 5.00 feet and along the South line of the North 5.00 feet of the SW1/4 of said Section 13 to the East line extended Southerly of the West 5.00 feet of the SE1/4 of the NW1/4 of said Section 13;

Thence N00°06'56"W, 1302.34 feet along the East line extended Southerly of the West 5.00 feet and along the East line of the West 5.00 feet of the SE1/4 of the NW1/4 of said Section 13 to the South line of the North 5.00 feet of the SE1/4 of the NW1/4 of said Section 13;

Thence S89°28'22"E, 1300.68 feet along the South line of the North 5.00 feet of the SE1/4 of the NW1/4 of said Section 13 to the West line of the East 5.00 feet of the W1/2 of said Section 13;

Thence S00°13'05"W, 3941.39 feet along the West line of the East 5.00 feet of the W1/2 of said Section 13;

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MAR 15 2005

LEE V. COLE, JR.  
CLERK OF THE DISTRICT/COUNTY COURT  
By Margaret Volante Deputy

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**Legal Description**

Thence  $S00^{\circ}15'55''W$ , 5300.95 feet along the West line of the East 5.00 feet of the  $W1/2$  of Section 24, T14S, R65W of the 6th P.M. and along the West line extended Southerly of the East 5.00 feet of the  $W1/2$  of said Section 24 to the South line extended Westerly of the North 50.00 feet of the  $NE1/4$  of Section 25, T14S, R65W of the 6th P.M.;

Thence  $S89^{\circ}14'56''E$ , 2590.12 feet along the South line extended Westerly of the North 50.00 feet and along the South line of the North 50.00 feet of the  $NE1/4$  of said Section 25 to the West line of the East 50.00 feet of the  $NE1/4$  of said Section 25;

Thence  $S00^{\circ}15'33''W$ , 2581.25 feet along the West line of the East 50.00 feet of the  $NE1/4$  of said Section 25;

Thence  $S00^{\circ}15'33''W$ , 2580.97 feet along the West line of the East 50.00 feet of the  $SE1/4$  of said Section 25 to the North line of the South 50.00 feet of the  $SE1/4$  of said Section 25;

Thence  $N89^{\circ}54'54''W$ , 2610.63 feet along the North line of the South 50.00 feet of the  $SE1/4$  of said Section 25;

Thence  $N89^{\circ}52'35''W$ , 34.83 feet along the North line of the South 50.00 feet of the  $SW1/4$  of said Section 25 to the West line extended Northerly of the East 35.00 feet of the  $W1/2$  of Section 36, T14S, R65W of the 6th P.M.;

Thence  $S00^{\circ}17'51''W$ , 5254.98 feet along the West line extended Northerly of the East 35.00 feet and along the West line of the East 35.00 feet of the  $W1/2$  of said Section 36 to the North line of the South 75.00 feet of the  $SW1/4$  of said Section 36;

Thence  $S89^{\circ}54'20''W$ , 2622.38 feet along the North line of the South 75.00 feet of the  $SW1/4$  of said Section 36 to the West line of the  $SW1/4$  of said Section 36;

Thence  $N00^{\circ}30'00''E$ , 2570.03 feet along the West line of the  $SW1/4$  of said Section 36 to the  $W1/4$  Corner of said Section 36;

Thence  $N00^{\circ}30'00''E$ , 2645.03 feet along the West line of the  $NW1/4$  of said Section 36 to the Northwest Corner of said Section 36;

Thence  $N00^{\circ}29'58''E$ , 5290.35 feet along the West line of said Section 25 to the Southeast Corner of Section 23, T14S, R65W of the 6th P.M.;

Thence  $S89^{\circ}44'53''W$ , 1528.09 feet along the South line of the  $SE1/4$  of said Section 23 to a point on a line from which the True Point of Beginning bears  $N00^{\circ}16'30''W$ ;

**Legal Description**

Thence N00°16'30"W, 18,454.90 feet to the TRUE POINT OF BEGINNING.

Gross area = 10,675.309 Acres, more or less.

EXCEPT that tract of land conveyed to Colorado Interstate Gas Company as described in Deed recorded in Book 2115 at Page 137 of the records of El Paso County, Colorado, located in the SW1/4 of Section 28, T13S, R65W of the 6th P.M., more particularly described as follows:

Commencing at the Southwest Corner of said Section 28, thence N00°14'59"W, 2017.40 feet along the West line of the SW1/4 of said Section 28; thence due East 644.20 feet to the Southwest Corner of that tract of land as described in said Book 2115 at Page 137 and the TRUE POINT OF BEGINNING;

Thence S90°00'00"E, 150.00 feet along the South line of that tract of land as described in said Book 2115 at Page 137 to the Southeast Corner thereof;

Thence N00°00'00"E, 100.00 feet along the East line of that tract of land as described in said Book 2115 at Page 137 to the Northeast Corner thereof;

Thence N90°00'00"W, 150.00 feet along the North line of that tract of land as described in said Book 2115 at Page 137 to the Northwest Corner thereof;

Thence S00°00'00"W, 100.00 feet along the West line of that tract of land as described in said Book 2115 at Page 137 to the TRUE POINT OF BEGINNING.

Area = 0.344 Acres, more or less.

EXCEPT a tract of land located in Section 28, T13S, R65W of the 6th P.M., described as follows:

Commencing at the Southwest Corner of said Section 28, thence N00°14'59"W, 2417.20 feet along the West line of the SW1/4 of said Section 28; thence N89°35'53"E, 654.64 feet to the TRUE POINT OF BEGINNING;

Thence continuing N89°35'53"E, 149.72 feet;

Thence N00°01'35"W, 99.45 feet;

Thence S89°46'41"W, 149.95 feet;

Legal Description

Thence  $S00^{\circ}09'40"E$ , 99.92 feet to the TRUE POINT OF BEGINNING.

Area = 0.343 Acres, more or less.

EXCEPT that tract of land conveyed to Colorado Interstate Gas Company as described in Deed recorded in Book 1981 at Page 16 of the records of El Paso County, Colorado, located in the W1/2 of Section 28, T13S, R65W of the 6th P.M., more particularly described as follows:

Commencing at the Southwest Corner of said Section 28, thence  $N00^{\circ}14'59"W$ , 2643.80 feet along the West line of the SW1/4 of said Section 28; thence due East 654.70 feet to the Southwest Corner of that tract of land as described in said Book 1981 at Page 16 and the TRUE POINT OF BEGINNING;

Thence  $S90^{\circ}00'00"E$ , 150.00 feet along the South line of that tract of land as described in said Book 1981 at Page 16 to the Southeast Corner thereof;

Thence  $N00^{\circ}00'00"E$ , 100.00 feet along the East line of that tract of land as described in said Book 1981 at Page 16 to the Northeast Corner thereof;

Thence  $N90^{\circ}00'00"W$ , 150.00 feet along the North line of that tract of land as described in said book 1981 at Page 16 to the Northwest Corner thereof;

Thence  $S00^{\circ}00'00"W$ , 100.00 feet along the West line of that tract of land as described in said Book 1981 at Page 16 to the TRUE POINT OF BEGINNING.

Area = 0.344 Acres, more or less.

EXCEPT a portion of the Chicago, Rock Island and Pacific Railway right-of-way located in Sections 14, 15, 22, 27, and 28, all in T13S, R65W of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Northeast Corner of Section 34, T13S, R65W of the 6th P.M., from which the Southeast Corner of said Section 34 bears  $S01^{\circ}14'52"W$  (basis of bearing - true meridian), 5298.00 feet, thence  $N89^{\circ}33'25"W$ , 5471.41 feet along the South line of said Section 27 to the Southwest Corner of said Section 27; thence  $N00^{\circ}14'22"E$ , 2440.15 feet along the West line of the SW1/4 of said Section 27 to the Northwestern right-of-way line of the Chicago, Rock Island and Pacific Railway and the TRUE POINT OF BEGINNING;

## Legal Description

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The following three courses and distances are along the Northwestern right-of-way line of said Chicago, Rock Island and Pacific Railway:

Thence  $S61^{\circ}11'44''W$ , 1100.24 feet to a point of curve to the right;

Thence Southwesterly, 1598.92 feet along the arc of said curve to a point tangent, said arc having a radius of 2764.93 feet, a central angle of  $33^{\circ}08'00''$  and being subtended by a chord that bears  $S77^{\circ}45'44''W$ , 1576.73 feet;

Thence  $N85^{\circ}40'16''W$ , 143.07 feet to the North-South Centerline of said Section 28;

Thence, leaving the Northwestern right-of-way line of said Chicago, Rock Island and Pacific Railway,  $S00^{\circ}00'08''E$ , 200.57 feet along the North-South Centerline of said Section 28 to the Southeasterly right-of-way line of said Chicago, Rock Island and Pacific Railway;

The following eighteen courses and distances are along the Southeasterly right-of-way line of said Chicago, Rock Island and Pacific Railway:

Thence  $S85^{\circ}40'16''E$ , 127.93 feet to a point of curve to the left;

Thence Northeasterly, 1714.58 feet along the arc of said curve to a point tangent, said arc having a radius of 2964.93 feet, a central angle of  $33^{\circ}08'00''$  and being subtended by a chord that bears  $N77^{\circ}45'44''E$ , 1690.79 feet;

Thence  $N61^{\circ}11'44''E$ , 3745.46 feet to a point of curve to the left;

Thence Northeasterly, 2080.57 feet along the arc of said curve to the North line of the NE1/4 of said Section 27, said arc having a radius of 2010.08 feet, a central angle of  $59^{\circ}18'19''$  and being subtended by a chord that bears  $N31^{\circ}32'35''E$ , 1988.93 feet;

Thence  $N88^{\circ}58'07''W$ , 50.01 feet along the South line of the SE1/4 of said Section 22;

## Legal Description

Thence Northerly, 435.04 feet along the arc of a curve concave to the West to a point tangent, said arc having a radius of 1960.08 feet, a central angle of  $12^{\circ}43'00''$  and being subtended by a chord that bears  $N04^{\circ}26'46''W$ , 434.15 feet;

Thence  $N10^{\circ}48'16''W$ , 2888.88 feet to a point of curve to the right;

Thence Northeasterly, 2931.52 feet along the arc of said curve to a point tangent, said arc having a radius of 2242.01 feet, a central angle of  $74^{\circ}55'00''$  and being subtended by a chord that bears  $N26^{\circ}39'14''E$ , 2727.11 feet;

Thence  $N64^{\circ}06'44''E$ , 1563.86 feet to the East line of the SE1/4 of said Section 15;

Thence  $S00^{\circ}43'03''E$ , 55.25 feet along the East line of the SE1/4 of said Section 15;

Thence  $N64^{\circ}06'44''E$ , 2933.55 feet to the West line of the SE1/4 of said Section 14;

Thence  $N00^{\circ}17'24''W$ , 55.44 feet along the West line of the SE1/4 of said Section 14;

Thence  $N64^{\circ}06'44''E$ , 620.07 feet to the North line of the SE1/4 of said Section 14;

Thence  $S89^{\circ}55'20''E$ , 114.20 feet along the North line of the SE1/4 of said Section 14;

Thence  $N64^{\circ}06'44''E$ , 728.34 feet to the West line of the E1/2 of the NE1/4 of said Section 14;

Thence  $N00^{\circ}05'00''W$ , 55.54 feet along the West line of the E1/2 of the NE1/4 of said Section 14;

Thence  $N64^{\circ}06'44''E$ , 626.28 feet to a point of curve to the left;

Thence Northeasterly, 503.87 feet along the arc of said curve to the West line of that tract of land conveyed to Public Service Company of Colorado as described in Deed recorded in Book 2194 at Page 154, said arc having a radius of 5779.64 feet, a central angle of  $4^{\circ}59'42''$  and being subtended by a chord that bears  $N61^{\circ}36'53''E$ , 503.71 feet;

## Legal Description

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Thence, leaving the Southeasterly right-of-way line of said Chicago, Rock Island and Pacific Railway,  $N00^{\circ}07'19"E$ , 117.04 feet along the West line extended Northerly of that tract of land as described in said Book 2194 at Page 154 to the Northwestern right-of-way line of said Chicago, Rock Island and Pacific Railway;

The following eleven courses and distances are along the Northwestern right-of-way line of said Chicago, Rock Island and Pacific Railway:

Thence Southwesterly, 555.44 feet along the arc of a curve concave to the Northwest to a point tangent, said arc having a radius of 5679.64 feet, a central angle of  $5^{\circ}36'12"$  and being subtended by a chord that bears  $S61^{\circ}18'38"W$ , 555.22 feet;

Thence  $N25^{\circ}53'16"W$ , 50.00 feet;

Thence  $S64^{\circ}06'44"W$ , 4965.06 feet to the East line of the SE1/4 of said Section 15;

Thence  $S00^{\circ}43'03"E$ , 55.25 feet along the East line of the SE1/4 of said Section 15;

Thence  $S64^{\circ}06'44"W$ , 1610.85 feet to a point of curve to the left;

Thence Southwesterly, 3062.28 feet along the arc of said curve to a point tangent, said arc having a radius of 2342.01 feet, a central angle of  $74^{\circ}55'00"$  and being subtended by a chord that bears  $S26^{\circ}39'14"W$ , 2848.75 feet;

Thence  $S10^{\circ}48'16"E$ , 2888.88 feet to a point of curve to the right;

Thence Southerly, 414.38 feet along the arc of said curve to the South line of the SE1/4 of said Section 22, said arc having a radius of 1860.08 feet, a central angle of  $12^{\circ}45'51"$  and being subtended by a chord that bears  $S04^{\circ}25'21"E$ , 413.53 feet;

Thence  $N88^{\circ}58'07"W$ , 50.01 feet along the South line of the SE1/4 of said Section 22;

## Legal Description

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Thence Southwesterly, 1870.56 feet along the arc of a curve concave to the Northwest to a point tangent, said arc having a radius of 1810.08 feet, a central angle of  $59^{\circ}12'37''$  and being subtended by a chord that bears  $S31^{\circ}35'26''W$ , 1788.43 feet;

Thence  $S61^{\circ}11'44''W$ , 2645.22 feet to the TRUE POINT OF BEGINNING.

Area = 75.338 acres, more or less.

Area to be annexed = 10,598.940 Acres, more or less.



## Legal Description

A tract of land located in Sections 9 and 10, T13S, R65W of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Southeast Corner of Section 34, T13S, R65W of the 6th P.M., from which the Northeast Corner of said Section 34 bears  $N01^{\circ}14'52''E$  (basis of bearing - true meridian), 5298.00 feet, thence  $S89^{\circ}42'24''W$ , 2667.93 feet along the South line of the SE1/4 of said Section 34 to the S1/4 Corner of said Section 34; thence  $S89^{\circ}42'24''W$ , 2667.93 feet along the South line of the SW1/4 of said Section 34 to the Southwest Corner of said Section 34; thence  $N00^{\circ}12'53''W$ , 2683.20 feet along the West line of the SW1/4 of said Section 34 to the W1/4 Corner of said Section 34; thence  $N00^{\circ}12'53''W$ , 2683.20 feet along the West line of the NW1/4 of said Section 34 to the Southwest Corner of Section 27, T13S, R65W of the 6th P.M.; thence  $N00^{\circ}14'22''E$ , 2648.24 feet along the West line of the SW1/4 of said Section 27 to the W1/4 Corner of said Section 27; thence  $N00^{\circ}14'22''E$ , 2648.24 feet along the West line of the NW1/4 of said Section 27 to the Southwest Corner of Section 22, T13S, R65W of the 6th P.M.; thence  $N00^{\circ}14'29''E$ , 2648.25 feet along the West line of the SW1/4 of said Section 22 to the W1/4 Corner of said Section 22; thence  $N00^{\circ}14'29''E$ , 2648.25 feet along the West line of the NW1/4 of said Section 22 to the Northwest Corner of said Section 22; thence  $N00^{\circ}20'46''E$ , 2646.52 feet along the West line of the SW1/4 of Section 15, T13S, R65W of the 6th P.M. to the W1/4 Corner of said Section 15; thence  $N00^{\circ}20'46''E$ , 2646.52 feet along the West line of the NW1/4 of said Section 15 to the Southeast Corner of Section 9, T13S, R65W of the 6th P.M. and the TRUE POINT OF BEGINNING;

Thence  $N89^{\circ}50'56''W$ , 2681.55 feet to the North line of the South 12.00 feet of the SW1/4 of said Section 9;

Thence  $S89^{\circ}52'48''W$ , 2619.55 feet along the North line of the South 12.00 feet of the SW1/4 of said Section 9 to the East right-of-way line of Marksheffel Road;

Thence  $N00^{\circ}14'49''E$ , 2913.68 feet along the East right-of-way line of said Marksheffel Road to a point of curve to the right;

Thence Northeasterly, 830.71 feet along the arc of said curve and along the Easterly right-of-way line of Marksheffel Road to a point tangent, said arc having a radius of 1577.02 feet, a central angle of  $30^{\circ}10'52''$  and being subtended by a chord that bears  $N15^{\circ}20'15''E$ , 821.14 feet;

Thence  $N30^{\circ}25'41''E$ , 296.84 feet along the Easterly right-of-way line of Marksheffel Road to the South line of the North 10.00 feet of the S1/2 of the NW1/4 of said Section 9;

Thence  $N89^{\circ}52'04''E$ , 2234.82 feet along the South line of the North 10.00 feet and along the South line of the North 10.00 feet extended Easterly of the S1/2 of the NW1/4 of said Section 9 to the South line of the North 10.00 feet of the S1/2 of the NE1/4 of said Section 9;

## Legal Description

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Thence N89°54'15"E, 2653.05 feet along the South line of the North 10.00 feet of the S1/2 of the NE1/4 of said Section 9 to the East line of the NE1/4 of said Section 9;

Thence S00°28'40"E, 5.00 feet along the East line of the NE1/4 of said Section 9 to the South line of the North 15.00 feet of the SW1/4 of the NW1/4 of Section 10, T13S, R65W of the 6th P.M.;

Thence N89°58'24"E, 1353.30 feet along the South line of the North 15.00 feet of the SW1/4 of the NW1/4 of said Section 10 to the East line of the SW1/4 of the NW1/4 of said Section 10;

Thence S00°12'56"E, 1315.13 feet along the East line of the SW1/4 of the NW1/4 of said Section 10 to the Southeast Corner thereof;

Thence S00°12'56"E, 2660.25 feet along the East line of the W1/2 of the SW1/4 of said Section 10 to the Southeast Corner thereof;

Thence N89°41'52"W, 1335.18 feet along the South line of the SW1/4 of said Section 10 to the TRUE POINT OF BEGINNING.

Area = 599.720 acres, more or less.

A tract of land located in the S1/2 of the S1/2 of Section 21, in the SW1/4 of the SW1/4 of Section 22, in the NW1/4 of the NW1/4 of Section 27 and in the N1/2 of the N1/2 of Section 28, all in T13S, R65W of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Southeast Corner of Section 34, T13S, R65W of the 6th P.M., from which the Northeast Corner of said Section 34 bears N01°14'52"E (basis of bearing - true meridian), 5298.00 feet, thence S89°42'24"W, 2667.93 feet along the South line of the SE1/4 of said Section 34 to the S1/4 Corner of said Section 34; thence S89°42'24"W, 2667.93 feet along the South line of the SW1/4 of said Section 34 to the Southwest Corner of said Section 34; thence N00°12'53"W, 2683.20 feet along the West line of the SW1/4 of said Section 34 to the W1/4 Corner of said Section 34; thence N00°12'53"W, 2683.20 feet along the West line of the NW1/4 of said Section 34 to the Northwest Corner of said Section 34; thence N00°14'22"E, 2648.24 feet along the East line of the SE1/4 of Section 28, T13S, R65W of the 6th P.M. to the E1/4 Corner of said Section 28; thence N00°14'22"E, 1324.12 feet along the East line of the NE1/4 of said Section 28 to the Southwest Corner of the N1/2 of the NW1/4 of said Section 27 and the TRUE POINT OF BEGINNING;

Thence S89°09'53"E, 1294.71 feet along the South line of the N1/2 of the NW1/4 of said Section 27;

Thence N00°14'25"E, 2644.50 feet to the North line of the S1/2 of the SW1/4 of said Section 22;

Thence N88°59'56"W, 1294.74 feet along the North line of the S1/2 of the SW1/4 of said Section 22 to the Northwest Corner thereof;

Thence S89°46'42"W, 2663.01 feet along the North line of the S1/2 of the SE1/4 of said Section 21 to the Northwest Corner thereof;

Thence S89°46'42"W, 2633.23 feet along the North line of the S1/2 of the SW1/4 of said Section 21 to the East right-of-way line of Marksheffel Road;

Thence S00°02'53"E, 1320.90 feet along the East right-of-way line of Marksheffel Road;

Thence S00°14'59"E, 1324.77 feet along the East right-of-way line of Marksheffel Road to the South line of the N1/2 of the NW1/4 of said Section 28;

Thence N89°48'20"E, 2624.04 feet along the South line of the N1/2 of the NW1/4 of said Section 28 to the Southeast Corner thereof;

Thence N89°48'20"E, 2654.18 feet along the South line of the N1/2 of the NE1/4 of said Section 28 to the TRUE POINT OF BEGINNING.

Area = 400.000 acres, more or less.

## Legal Description

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A strip of land located in the S1/2 of the S1/2 of Section 34, T14S, R65W of the 6th P.M. and in the N1/2 of the N1/2 of Section 3, T15S, R65W of the 6th P.M., all in the County of El Paso, State of Colorado, described as follows:

Commencing at the Southeast Corner of said Section 34, from which the Northeast Corner of said Section 34 bears N00°36'38"E (basis of bearing - True Meridian), 5280.16 feet, thence S00°09'55"E, 30.00 feet to a point on the South right-of-way line of Drennan Road; thence S89°51'19"W, 1682.88 feet along the South right-of-way line of said Drennan Road to a Westerly line and a Westerly line extended Northerly of Parcel "D" as described in Instrument recorded in Book 5250 at Page 819 of the records of El Paso County, Colorado, and the TRUE POINT OF BEGINNING;

Thence N00°02'36"W, 110.00 feet along a Westerly line and a Westerly line extended Northerly of said Parcel "D";

Thence S89°50'56"W, 1626.75 feet to a point on the East line extended Northerly of Exception No. 1 to Parcel "D" as described in Instrument recorded in said Book 5250 at Page 819;

Thence S00°03'03"W, 110.00 feet along the East line extended Northerly of said Exception No. 1 to Parcel "D" to a point on the South right-of-way line of said Drennan Road;

Thence N89°50'25"E, 687.13 feet along the South right-of-way line of said Drennan Road;

Thence N89°51'19"E, 939.81 feet along the South right-of-way line of said Drennan Road to the TRUE POINT OF BEGINNING.

Area = 4.106 acres, more or less.

**Legal Description**

A tract of land located in Sections 13, 14, 24, 25 and 36, T14S, R65W and in Sections 1 and 2, T15S, R65W, all of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Southeast Corner of Section 34, T13S, R65W of the 6th P.M., from which the Northeast Corner of said Section 34 bears  $N01^{\circ}14'52''E$  (basis of bearing - true meridian), 5298.00 feet, thence  $S00^{\circ}03'49''E$ , 10655.76 feet to the Northwest Corner of said Section 14; thence  $N89^{\circ}56'48''E$ , 4009.47 feet along the North line of said Section 14 to the Northeast Corner of the NW1/4 of the NE1/4 of said Section 14 and the TRUE POINT OF BEGINNING;

Thence  $S89^{\circ}56'48''W$ , 5.00 feet along the North line of said Section 14 to the West line of the East 5.00 feet of the W1/2 of the NE1/4 of said Section 14;

Thence  $S00^{\circ}16'12''E$ , 1306.83 feet along the West line of the East 5.00 feet of the W1/2 of the NE1/4 of said Section 14 to the South line of the North 5.00 feet of the S1/2 of the NE1/4 of said Section 14;

Thence  $N89^{\circ}47'20''E$ , 1295.60 feet along the South line of the North 5.00 feet of the S1/2 of the NE1/4 of said Section 14 to the West line of the East 50.00 feet of the NE1/4 of said Section 14;

Thence  $S00^{\circ}27'04''E$ , 1297.34 feet along the West line of the East 50.00 feet and along the West line extended Southerly of the East 50.00 feet of the NE1/4 of said Section 14 to the South line extended Westerly of the North 5.00 feet of the SW1/4 of said Section 13;

Thence  $S89^{\circ}17'05''E$ , 1358.14 feet along the South line extended Westerly of the North 5.00 feet and along the South line of the North 5.00 feet of the SW1/4 of said Section 13 to the East line extended Southerly of the West 5.00 feet of the SE1/4 of the NW1/4 of said Section 13;

Thence  $N00^{\circ}06'56''W$ , 1302.34 feet along the East line extended Southerly of the West 5.00 feet and along the East line of the West 5.00 feet of the SE1/4 of the NW1/4 of said Section 13 to the South line of the North 5.00 feet of the SE1/4 of the NW1/4 of said Section 13;

Thence  $S89^{\circ}28'22''E$ , 1300.68 feet along the South line of the North 5.00 feet of the SE1/4 of the NW1/4 of said Section 13 to the West line of the East 5.00 feet of the W1/2 of said Section 13;

Thence  $S00^{\circ}13'05''W$ , 3941.39 feet along the West line of the East 5.00 feet of the W1/2 of said Section 13;

Thence  $S00^{\circ}15'55''W$ , 5300.95 feet along the West line of the East 5.00 feet of the W1/2 of said Section 24 and along the West line extended Southerly of the East 5.00 feet of the W1/2 of said Section 24 to the South line extended Westerly of the North 50.00 feet of the NE1/4 of said Section 25;

## Legal Description

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Thence S89°14'56"E, 2590.12 feet along the South line extended Westerly of the North 50.00 feet and along the South line of the North 50.00 feet of the NE1/4 of said Section 25 to the West line of the East 50.00 feet of the NE1/4 of said Section 25;

Thence S00°15'33"W, 2581.25 feet along the West line of the East 50.00 feet of the NE1/4 of said Section 25;

Thence S00°15'33"W, 2580.97 feet along the West line of the East 50.00 feet of the SE1/4 of said Section 25 to the North line of the South 50.00 feet of the SE1/4 of said Section 25;

Thence N89°54'54"W, 2610.63 feet along the North line of the South 50.00 feet of the SE1/4 of said Section 25;

Thence N89°52'35"W, 34.83 feet along the North line of the South 50.00 feet of the SW1/4 of said Section 25 to the West line extended Northerly of the East 35.00 feet of the W1/2 of said Section 36;

Thence S00°17'51"W, 5254.98 feet along the West line extended Northerly of the East 35.00 feet and along the West line of the East 35.00 feet of the W1/2 of said Section 36 to the North line of the South 75.00 feet of the SW1/4 of said Section 36;

Thence S89°54'20"W, 2622.38 feet along the North line of the South 75.00 feet of the SW1/4 of said Section 36 to the West line of the SW1/4 of said Section 36;

Thence S00°30'00"W, 75.00 feet along the West line of the SW1/4 of said Section 36 to the Southwest Corner of said Section 36;

Thence S00°05'40"E, 30.00 feet to the South right-of-way line of Drennan Road;

Thence N89°54'20"E, 2627.44 feet along the South right-of-way line of said Drennan Road to the West line extended Southerly of the East 30.00 feet of the W1/2 of said Section 36;

Thence N00°17'51"E, 5309.97 feet along the West line extended Southerly of the East 30.00 feet and along the West line of the East 30.00 feet of the W1/2 of said Section 36 to the South line of the SW1/4 of said Section 25;

Thence S89°52'35"E, 30.00 feet along the South line of the SW1/4 of said Section 25 to the S1/4 Corner of said Section 25;

Thence S89°54'54"E, 2660.50 feet along the South line of the SE1/4 of said Section 25 to the Southeast Corner of said Section 25;

Thence N00°15'33"E, 2630.82 feet along the East line of the SE1/4 of said Section 25 to the E1/4 Corner of said Section 25;

## Legal Description

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Thence  $N00^{\circ}15'33"E$ , 2630.82 feet along the East line of the NE1/4 of said Section 25 to the Northeast Corner of said Section 25;

Thence  $N89^{\circ}14'56"W$ , 2635.11 feet along the North line of the NE1/4 of said Section 25 to the S1/4 Corner of said Section 24;

Thence  $N00^{\circ}15'55"E$ , 5250.99 feet along the East line of the W1/2 of said Section 24 to the S1/4 Corner of said Section 13;

Thence  $N00^{\circ}13'05"E$ , 3946.37 feet along the East line of the W1/2 of said Section 13 to the Northeast Corner of the SE1/4 of the NW1/4 of said Section 13;

Thence  $N89^{\circ}28'22"W$ , 1310.71 feet along the North line of the SE1/4 of the NW1/4 of said Section 13 to the Northwest Corner thereof;

Thence  $S00^{\circ}06'56"E$ , 1302.32 feet along the West line of the SE1/4 of the NW1/4 of said Section 13 to the Southwest Corner thereof;

Thence  $N89^{\circ}17'05"W$ , 1303.16 feet along the North line of the SW1/4 of said Section 13 to the E1/4 Corner of said Section 14;

Thence  $N00^{\circ}27'04"W$ , 1298.15 feet along the East line of the NE1/4 of said Section 14 to the Northeast Corner of the S1/2 of the NE1/4 of said Section 14;

Thence  $S89^{\circ}47'20"W$ , 1340.59 feet along the North line of the S1/2 of the NE1/4 of said Section 14 to the Southeast Corner of the NW1/4 of the NE1/4 of said Section 14;

Thence  $N00^{\circ}16'12"W$ , 1301.81 feet along the East line of the W1/2 of the NE1/4 of said Section 14 to the TRUE POINT OF BEGINNING.

Area = 22.279 acres, more or less.



A tract of land located in the S1/2 of Section 12, Section 13 and the E1/2 of the E1/2 of Section 14, all in T13S, R65W of the 6th P.M. and in the SW1/4 of the SW1/4 of Section 7 and the NW1/4 of the NW1/4 of Section 18, T13S, R64W of the 6th P.M., County of El Paso, State of Colorado, described as follows:

BEGINNING at the Northwest Corner of said Section 13, from which the W1/4 Corner of said Section 12 bears N00°08'47"E (basis of bearing - True Meridian), 2627.64 feet, thence S89°18'00"E, 1611.26 feet along the North line of the NW1/4 of said Section 13 to the Northwestern right-of-way line of the former Chicago, Rock Island and Pacific Railway;

Thence N50°06'44"E, 2027.15 feet along the Northwestern right-of-way line of said former Chicago, Rock Island and Pacific Railway to the North line of the SW1/4 of the SE1/4 of said Section 12;

Thence S89°23'35"E, 554.38 feet along the North line of the SW1/4 of the SE1/4 of said Section 12 to the Southeasterly line of that strip of land conveyed to El Paso County as described in Deed recorded in Book 441 at Page 164 of the records of El Paso County, Colorado;

Thence N50°06'44"E, 84.70 feet along the Southeasterly line of that strip of land as described in said Book 441 at Page 164;

Thence N89°23'35"W, 46.20 feet along the Southeasterly line of that strip of land as described in said Book 441 at Page 164 to the Southeasterly right-of-way line of U.S. Highway No. 24;

Thence N50°06'44"E, 851.34 feet along the Southeasterly right-of-way line of said U.S. Highway No. 24 to the Southwesterly right-of-way line of 8th Street in the TOWN OF FALCON as recorded in Plat Book B at Page 37 of the records of El Paso County, Colorado;

Thence S39°53'16"E, 780.00 feet along the Southwesterly right-of-way line of said 8th Street to the Southeasterly right-of-way line of Eastern Avenue in said TOWN OF FALCON;

Thence N50°06'44"E, 385.33 feet along the Southeasterly right-of-way line of said Eastern Avenue to the Easterly right-of-way line of Meridian Road;

Thence S05°57'47"E, 1474.35 feet along the Easterly right-of-way line of said Meridian Road;

Thence S00°01'46"E, 122.36 feet along the Easterly right-of-way line of said Meridian Road;

Thence S00°10'36"W, 30.33 feet along the Easterly right-of-way line of said Meridian Road to the South right-of-way line of Falcon Highway;

## Legal Description

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Thence N89°18'00"W, 2720.18 feet along the South right-of-way line of said Falcon Highway;

Thence N00°42'00"E, 60.00 feet to the North line of the South 30.00 feet of said Section 12;

Thence N89°18'00"W, 301.96 feet along the North line of the South 30.00 feet of said Section 12 to the Northwesternly line of that tract of land conveyed to El Paso County as described in Treasurer's Deed recorded in Book 1081 at Page 211 of the records of El Paso County, Colorado;

Thence S24°43'38"W, 32.85 feet along the Northwesternly line of that tract of land as described in said Book 1081 at Page 211 to the South line of the SW1/4 of said Section 12;

Thence N89°18'00"W, 234.85 feet along the South line of the SW1/4 of said Section 12 to the Southeasterly right-of-way line of said former Chicago, Rock Island and Pacific Railway;

Thence S50°06'44"W, 971.89 feet along the Southeasterly right-of-way line of said former Chicago, Rock Island and Pacific Railway to the East line of the NW1/4 of the NW1/4 of said Section 13;

Thence S00°08'19"W, 710.40 feet along the East line of the NW1/4 of the NW1/4 of said Section 13 to the Southeast Corner thereof;

Thence S89°34'13"E, 350.20 feet along the North line of the SE1/4 of the NW1/4 of said Section 13 to the Northwesternly right-of-way line of said U.S. Highway No. 24;

Thence S28°29'00"W, 3744.38 feet along the Northwesternly right-of-way line of said U.S. Highway No. 24 to the East line of that tract of land conveyed to Public Service Company of Colorado as described in Deed recorded in Book 2194 at Page 154 of the records of El Paso County, Colorado;

Thence N00°08'48"E, 1954.86 feet along the East line of that tract of land as described in said Book 2194 at Page 154 to a point on the East-West Centerline of said Section 14;

Thence N00°07'19"E, 2697.61 feet along the East line of that tract of land as described in said Book 2194 at Page 154 to the North line of the NE1/4 of said Section 14;

Thence N89°50'14"E, 100.00 feet along the North line of the NE1/4 of said Section 14 to the POINT OF BEGINNING.

Gross Area = 215.948 acres, more or less.

## Legal Description

EXCEPT all that portion of the Chicago, Rock Island and Pacific Railway right-of-way located in the S1/2 of Section 12, the W1/2 of Section 13 and in the E1/2 of the E1/2 of Section 14, all in T13S, R65W of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Southwest Corner of said Section 12, from which the W1/4 Corner of said Section 12 bears  $N00^{\circ}08'47''E$  (basis of bearing true - meridian), 2627.64 feet, thence  $S89^{\circ}50'14''W$ , 100.00 feet along the North line of the NE1/4 of said Section 14 to the East line of that tract of land conveyed to Public Service Company of Colorado as described in Deed recorded in Book 2194 at Page 154 of the records of El Paso County, Colorado; thence  $S00^{\circ}07'19''W$ , 1546.11 feet along the East line of that tract of land as described in said Book 2194 at Page 154 to the Northwestern right-of-way line of the former Chicago, Rock Island and Pacific Railway and the TRUE POINT OF BEGINNING;

Thence continuing  $S00^{\circ}07'19''W$ , 120.59 feet along the East line of that tract of land as described in said Book 2194 at Page 154 to the Southeasterly right-of-way line of the former Chicago, Rock Island and Pacific Railway;

The following four courses and distances are along the Southeasterly right-of-way line of the Chicago, Rock Island and Pacific Railway:

Thence Northeasterly, 642.08 feet along the arc of a curve concave to the Northwest to a point tangent, said arc having a radius of 5779.64 feet, a central angle of  $6^{\circ}21'55''$  and being subtended by a chord that bears  $N53^{\circ}17'41''E$ , 641.75 feet;

Thence  $N50^{\circ}06'44''E$ , 896.50 feet;

Thence  $S39^{\circ}53'16''E$ , 100.00 feet;

Thence  $N50^{\circ}06'44''E$ , 3213.30 feet to the North line of the SW1/4 of the SE1/4 of said Section 12;

Thence, leaving the Southeasterly right-of-way line of said Chicago, Rock Island and Pacific Railway,  $N89^{\circ}23'35''W$ , 461.98 feet along the North line of the SW1/4 of the SE1/4 of said Section 12 to the Northwestern right-of-way line of said Chicago, Rock Island and Pacific Railway;

The following four courses and distances are along the Northwestern right-of-way line of said Chicago, Rock Island and Pacific Railway:

Thence  $S50^{\circ}06'44''W$ , 2861.98 feet;

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Thence S39°53'16"E, 100.00 feet;

Thence S50°06'44"W, 896.50 feet to a point of curve to the right;

Thence Southwesterly, 564.15 feet along the arc of said curve to the TRUE POINT OF BEGINNING, said arc having a radius of 5679.64 feet, a central angle of 5°41'28" and being subtended by a chord that bears S52°57'28"W, 563.92 feet;

Area = 24.363 acres, more or less.

Area to be annexed = 191.585 acres, more or less.

## Legal Description

FILED Document  
 CO El Paso County District Court 4th JD  
 Filing Date: Nov 19 2004 2:13PM MST  
 Filing ID: 4644896  
 Review Clerk: Donna Maes

LEGAL DESCRIPTION (OVERALL ANNEXATION LEGAL)

A TRACT OF LAND BEING A PORTION OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 65 WEST, AND SECTIONS 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, AND 16, TOWNSHIP 15 SOUTH, RANGE 65 WEST, ALL OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING CONSIDERED S89°58'31"W

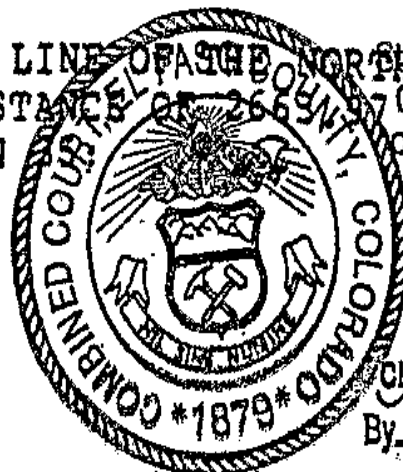
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 2; THENCE S00°01'03"E A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N89°58'57"E AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD A DISTANCE OF 1334.11 FEET; THENCE N00°37'28"E AND ALONG A LINE BEING ON AN EXTENSION OF THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE N00°37'28"E AND ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF PARCEL "A" AS RECORDED IN BOOK 5250 AT PAGE 819 OF THE EL PASO COUNTY RECORDS; THENCE NORTHERLY AND EASTERLY ALONG THE BOUNDARY LINE OF SAID PARCEL "A" THE FOLLOWING TWO (2) COURSES:

1. N00°37'28"E AND ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 A DISTANCE OF 2611.32 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35;
2. N89°55'24"E AND ALONG THE NORTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 A DISTANCE OF 1333.24 FEET TO THE CENTER CORNER OF SAID SECTION 35;

THENCE NORTHERLY, EASTERLY, AND SOUTHERLY ALONG THE NORTHEAST QUARTER OF SAID SECTION 35 THE FOLLOWING THREE (3) COURSES:

1. N00°35'56"E AND ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 35 A DISTANCE OF 2642.56 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 35;
2. N89°52'07"E AND ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 A DISTANCE OF 2669.97 FEET TO THE NORTHEAST CORNER OF SAID SECTION



MAR 15 2005

LEE V. COLE, JR.  
 CLERK OF THE DISTRICT/COUNTY COURT  
 By Margie Valenzuela Deputy

(63)

## Legal Description

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3. S00°32'37"W AND ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 A DISTANCE OF 2640.03 FEET TO A POINT WHICH IS 5.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 35;

THENCE S89°55'24"W AND ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 35 A DISTANCE OF 1425.87 FEET TO A POINT ON A LINE WHICH IS 5.00 FEET WEST OF THE EASTERLY LINE OF SAID PARCEL "A" EXTENDED NORTHERLY; THENCE S00°32'34"W AND ALONG A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH THE EASTERLY LINE OF SAID PARCEL "A" EXTENDED NORTHERLY A DISTANCE OF 5.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL "A" ALSO BEING THE EAST/WEST CENTERLINE OF SAID SECTION 35; THENCE S00°32'34"W AND ALONG A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH THE EASTERLY LINE OF SAID PARCEL "A" A DISTANCE OF 2543.80 FEET TO A POINT WHICH IS 100.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE WESTERLY ALONG A LINE BEING A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 35 THE FOLLOWING TWO (2) COURSES:

1. S89°58'31"W A DISTANCE OF 1243.25 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35;
2. S89°58'57"W A DISTANCE OF 751.87 FEET TO A POINT ON A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH AN EASTERLY LINE OF PARCEL "D" AS RECORDED IN BOOK 5250 AT PAGE 819 OF THE EL PASO COUNTY RECORDS EXTENDED NORTHERLY FROM THE NORTHEAST CORNER OF SAID PARCEL "D" ON A BEARING OF N04°37'34"W;

THENCE S04°37'34"E AND ON A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH AN EASTERLY LINE OF SAID PARCEL "D" EXTENDED NORTHERLY FROM THE NORTHEAST CORNER OF SAID PARCEL "D" A DISTANCE OF 130.38 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD; THENCE SOUTHERLY AND ALONG A LINE 5.00 FEET WEST OF AND PARALLEL WITH AN EASTERLY LINE OF SAID PARCEL "D" THE FOLLOWING THREE (3) COURSES:

1. S04°37'34"E A DISTANCE OF 144.70 FEET;
2. S37°09'04"W A DISTANCE OF 1604.47 FEET;
3. S06°25'04"W A DISTANCE OF 2562.03 FEET TO A POINT ON A LINE WHICH IS 20.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2;

## Legal Description

THENCE S89°45'38"E AND ALONG A LINE 20.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 1966.66 FEET TO A POINT WHICH IS 5.00 FEET WEST OF THE EAST LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE S00°11'01"W AND ALONG A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 1299.07 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE S00°25'10"W AND ALONG A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11 A DISTANCE OF 2647.22 FEET TO A POINT ON A LINE WHICH IS 5.00 FEET SOUTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 11; THENCE S89°53'31"E AND ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 11 A DISTANCE OF 2670.97 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 11; THENCE N89°52'37"E AND ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 1313.82 FEET TO A POINT WHICH IS 10.00 FEET WEST OF THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE S00°28'13"W AND ALONG A LINE WHICH IS 10.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 2689.66 FEET TO A POINT ON A LINE WHICH IS 50.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 13; THENCE S89°54'19"E AND ALONG A LINE WHICH IS 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 13 A DISTANCE OF 1314.03 FEET TO A POINT WHICH IS 20.00 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE S00°13'22"W AND ALONG A LINE 20.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 2579.59 FEET TO A POINT WHICH IS 5.00 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE N89°58'42"W AND ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 2034.30 FEET; THENCE N00°01'18"E A DISTANCE OF 145.00 FEET TO A POINT WHICH IS 150.00 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE N89°58'42"W AND ALONG A LINE WHICH IS 150.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 599.12 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE N89°48'51"W AND ALONG A LINE WHICH IS 150.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 14 A DISTANCE OF 450.46 FEET; THENCE S00°11'09"W A DISTANCE OF 140.00 FEET TO A POINT THAT IS 10.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 14; THENCE N89°48'51"W AND ALONG A LINE THAT IS 10.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID



## Legal Description

SECTION 14 A DISTANCE OF 2231.73 FEET; THENCE S00°11'09"W A DISTANCE OF 5.00 FEET TO A POINT WHICH IS 5.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 14; THENCE N89°48'51"W AND ALONG A LINE WHICH IS 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 14 A DISTANCE OF 2620.00 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 15; THENCE S89°56'35"W AND ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 496.23 FEET TO A POINT ON A CURVE, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD; THENCE S89°56'35"W AND ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 210.17 FEET TO A POINT ON A CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD; THENCE NORTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD ON A CURVE TO THE LEFT WHOSE CENTER BEARS N87°34'29"W, HAVING A DELTA OF 03°38'30", A RADIUS OF 1495.00 FEET, A DISTANCE OF 95.02 FEET AS MEASURED ALONG THE ARC TO A POINT WHICH IS 100.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 15; THENCE S89°56'35"W AND ALONG A LINE WHICH IS 100.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 75.00 FEET; THENCE S00°03'25"E A DISTANCE OF 85.00 FEET TO A POINT WHICH IS 15.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 15; THENCE S89°56'35"W AND ALONG A LINE WHICH IS 15.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 1858.76 FEET TO A POINT WHICH IS 5.00 FEET WEST OF THE NORTH/SOUTH CENTERLINE OF SAID SECTION 15; THENCE S00°09'37"W AND ALONG A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH THE NORTH/SOUTH CENTERLINE OF SAID SECTION 15 A DISTANCE OF 2551.48 FEET TO A POINT WHICH IS 100.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE S89°55'53"W AND ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 A DISTANCE OF 2626.79 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 16; THENCE S89°50'47"W AND ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16 A DISTANCE OF 2645.67 FEET TO A POINT ON THE NORTH/SOUTH CENTERLINE OF SAID SECTION 16 ALSO BEING ON THE WESTERLY LINE OF PARCEL "E" AS RECORDED IN BOOK 5250 AT PAGE 819 OF THE EL PASO COUNTY RECORDS; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL "E" THE FOLLOWING TWO (2) COURSES:

1. N00°09'02"E AND ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 16 A DISTANCE OF 5160.70 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 9;

## Legal Description

2. N00°15'30"E ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 9 A DISTANCE OF 3638.69 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BRADLEY ROAD (FORMERLY KNOWN AS NEW DRENNAN ROAD);

THENCE CONTINUING N00°15'30"E AND ALONG SAID WEST LINE OF THE EAST HALF OF SAID SECTION 9 A DISTANCE OF 210.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BRADLEY ROAD, SAID POINT BEING THE SOUTHWESTERLY CORNER OF LOT 4 AS PLATTED IN COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1 AS RECORDED IN PLAT BOOK B-4 PAGE 47 OF THE EL PASO COUNTY RECORDS; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF BRADLEY ROAD THE FOLLOWING TWO (2) COURSES:

1. S89°54'16"E A DISTANCE OF 1025.87 FEET TO A POINT OF CURVE;
2. ALONG A CURVE TO THE LEFT HAVING A DELTA OF 21°02'22", A RADIUS OF 150.00 FEET, A DISTANCE OF 55.08 FEET AS MEASURED ALONG THE ARC TO A POINT ON A CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF FOREIGN TRADE ZONE BOULEVARD AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD THE FOLLOWING TWO (2) COURSES:

1. ALONG A CURVE TO THE LEFT WHOSE CENTER BEARS N20°56'38"W, HAVING A DELTA OF 68°41'44", A RADIUS OF 150.00 FEET, A DISTANCE OF 179.84 FEET AS MEASURED ALONG THE ARC TO A POINT OF TANGENT;
2. N00°21'38"E A DISTANCE OF 385.68 FEET;

THENCE S89°54'16"E A DISTANCE OF 100.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD; SAID POINT BEING THE MOST SOUTHWESTERLY CORNER OF EXCEPTION NO. 6 WESTPORT AS RECORDED IN BOOK 5250 AT PAGE 804 OF THE EL PASO COUNTY RECORDS; THENCE ALONG THE BOUNDARY LINE OF EXCEPTION NO. 6 WESTPORT THE FOLLOWING EIGHT (8) COURSES:

1. S89°54'16"E A DISTANCE OF 772.04 FEET TO A POINT OF CURVE;
2. ALONG A CURVE TO THE LEFT HAVING A DELTA OF 90°00'00", A RADIUS OF 530.00 FEET, A DISTANCE OF 832.52 FEET AS MEASURED ALONG THE ARC TO A POINT OF TANGENT;
3. N00°05'44"E A DISTANCE OF 608.59 FEET;
4. N89°54'16"W A DISTANCE OF 146.36 FEET TO A POINT OF CURVE;
5. ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 58°26'38", A RADIUS OF 300.00 FEET, A DISTANCE OF 306.01 FEET AS MEASURED ALONG THE ARC TO A POINT OF REVERSE CURVE;

## Legal Description

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6. ALONG A CURVE TO THE LEFT HAVING A DELTA OF  $58^{\circ}26'38''$ , A RADIUS OF 300.00 FEET, A DISTANCE OF 306.01 FEET AS MEASURED ALONG THE ARC TO A POINT OF TANGENT;
7.  $N89^{\circ}54'16''W$  A DISTANCE OF 647.82 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD;
8.  $S00^{\circ}21'38''W$  AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD A DISTANCE OF 40.00 FEET;

THENCE  $N89^{\circ}54'16''W$  A DISTANCE OF 80.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD, SAID POINT BEING THE NORTHEASTERLY CORNER OF LOT 2 AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1; THENCE CONTINUING  $N89^{\circ}54'16''W$  A DISTANCE OF 593.77 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 2; THENCE  $S00^{\circ}21'38''W$  A DISTANCE OF 366.81 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 2; THENCE EASTERLY AND ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOT 2 THE FOLLOWING FOUR (4) COURSES:

1.  $S89^{\circ}54'16''E$  A DISTANCE OF 138.48 FEET;
2.  $S32^{\circ}35'57''E$  A DISTANCE OF 37.11 FEET;
3.  $N57^{\circ}24'03''E$  A DISTANCE OF 57.81 FEET;
4.  $S89^{\circ}54'16''E$  A DISTANCE OF 386.59 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 2, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD;

THENCE CONTINUING  $S89^{\circ}54'16''E$  A DISTANCE OF 80.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD; THENCE  $S00^{\circ}21'38''W$  AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD A DISTANCE OF 366.76 FEET; THENCE  $N89^{\circ}54'16''W$  A DISTANCE OF 80.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD, SAID POINT BEING THE SOUTHEASTERLY CORNER OF LOT 3 AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1; THENCE CONTINUING  $N89^{\circ}54'16''W$  A DISTANCE OF 1090.88 FEET TO THE MOST SOUTHWESTERLY CORNER OF SAID LOT 3; THENCE CONTINUING  $N89^{\circ}54'16''W$  A DISTANCE OF 96.42 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, SAID POINT ALSO BEING ON THE WEST LINE OF TRACT "B" AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1; THENCE  $N00^{\circ}15'30''E$  AND ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9 A DISTANCE OF 217.81 FEET TO A POINT ON THE EXISTING CITY LIMITS OF THE CITY OF COLORADO SPRINGS; THENCE  $N00^{\circ}21'38''E$  ALONG THE EXISTING CITY LIMITS OF THE CITY OF COLORADO SPRINGS A DISTANCE OF 2681.33 FEET; THENCE  $S89^{\circ}53'24''E$

## Legal Description

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AND ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4 ALSO BEING ON THE NORTHERLY LINE OF PARCEL "F" AS RECORDED IN BOOK 5250 AT PAGE 804 OF THE EL PASO COUNTY RECORDS A DISTANCE OF 870.48 FEET TO A POINT ON A SOUTHWESTERLY LINE OF LOT 1 AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1; THENCE S44°54'16"E A DISTANCE OF 1090.39 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD; THENCE NORTHERLY AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD THE FOLLOWING THREE (3) COURSES:

1. N45°05'44"E A DISTANCE OF 762.57 FEET TO A POINT OF CURVE;
2. ALONG A CURVE TO THE LEFT HAVING A DELTA OF 45°00'00", A RADIUS OF 890.00 FEET, A DISTANCE OF 699.00 FEET AS MEASURED ALONG THE ARC TO A POINT OF TANGENT;
3. N00°05'44"E A DISTANCE OF 2224.96 FEET TO THE NORTHEAST CORNER OF SAID LOT 1;

THENCE CONTINUING N00°05'44"E A DISTANCE OF 10.00 FEET TO THE NORTHEAST CORNER OF TRACT "A" AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD; THENCE EASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD THE FOLLOWING FOUR (4) COURSES:

1. S90°00'00"E A DISTANCE OF 80.00 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD;
2. S90°00'00"E A DISTANCE OF 118.99 FEET;
3. N89°53'06"E A DISTANCE OF 619.37 FEET TO THE NORTHWEST CORNER OF AEROSPACE BOULEVARD AS PLATTED IN COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 2 AS RECORDED IN PLAT BOOK B-4 AT PAGE 48 OF THE EL PASO COUNTY RECORDS;
4. N89°53'06"E A DISTANCE OF 80.00 FEET TO A POINT ON A LINE WHICH IS ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID AEROSPACE BOULEVARD EXTENDED NORTHERLY;

## Legal Description

THENCE S00°05'44"W AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID AEROSPACE BOULEVARD EXTENDED NORTHERLY A DISTANCE OF 10.00 FEET TO THE NORTHWEST CORNER OF LOT 1 AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 2, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 2; THENCE S00°05'44"W AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID AEROSPACE BOULEVARD A DISTANCE OF 879.90 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOT 1 THE FOLLOWING TWO (2) COURSES:

1. N89°53'06"E A DISTANCE OF 226.12 FEET TO A POINT OF CURVE;
2. ALONG A CURVE TO THE LEFT HAVING A DELTA OF 89°47'22", A RADIUS OF 300.00 FEET, A DISTANCE OF 470.14 FEET AS MEASURED ALONG THE ARC TO A POINT OF TANGENT ON THE WESTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD;

THENCE N00°05'44"E AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID MARKSHEFFEL BOULEVARD A DISTANCE OF 480.63 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 90°12'38", A RADIUS OF 100.00 FEET, A DISTANCE OF 157.45 FEET AS MEASURED ALONG THE ARC ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF A STREET AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 2 TO A POINT ON THE NORTHERLY LINE OF SAID LOT 1; THENCE N00°06'54"W A DISTANCE OF 10.00 FEET; THENCE N89°53'06"E A DISTANCE OF 310.40 FEET TO A POINT OF INTERSECTION BETWEEN THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DRENNAN ROAD AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID MARKSHEFFEL BOULEVARD; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DRENNAN ROAD THE FOLLOWING TWO (2) COURSES:

1. N89°53'06"E A DISTANCE OF 437.16 FEET TO THE NORTHWEST CORNER OF PARCEL "D" EXCEPTION NO. 1 AS RECORDED IN BOOK 5250 AT PAGE 819 OF THE EL PASO COUNTY RECORDS;
2. N89°53'06"E A DISTANCE OF 80.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "D" EXCEPTION NO. 1;

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THENCE S00°05'44"W A DISTANCE OF 2113.97 FEET TO A POINT ON A NORTHERLY LINE OF SAID PARCEL "D"; THENCE N89°24'57"E AND ALONG SAID NORTHERLY LINE OF SAID PARCEL "D" A DISTANCE OF 1220.90 FEET TO THE NORTHWEST CORNER OF TRACT "B" OF MORNING SUN I AS RECORDED IN PLAT BOOK A-4 AT PAGE 179 OF THE EL PASO COUNTY RECORDS; THENCE S00°05'44"W AND ALONG THE WESTERLY BOUNDARY LINE OF SAID MORNING SUN I A DISTANCE OF 1230.73 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HORIZONVIEW DRIVE AS PLATTED IN MORNING SUN I, SAID POINT BEING A POINT ON CURVE; THENCE ALONG A CURVE TO THE RIGHT WHOSE CENTER BEARS S45°32'57"W, HAVING A DELTA OF 35°03'39", A RADIUS OF 624.36 FEET, A DISTANCE OF 382.06 FEET AS MEASURED ALONG THE ARC TO A POINT ON CURVE; THENCE EASTERLY AND ALONG THE SOUTHERLY LINE OF SAID MORNING SUN I THE FOLLOWING TWO (2) COURSES:

1. N68°35'33"E A DISTANCE OF 186.26 FEET;
2. N90°00'00"E A DISTANCE OF 764.65 FEET TO THE SOUTHEAST CORNER OF LOT 23 OF SAID MORNING SUN I;

THENCE S12°40'27"W A DISTANCE OF 359.46 FEET TO THE NORTHEASTERLY CORNER OF PARCEL "G" AS RECORDED IN BOOK 5250 AT PAGE 804 OF THE EL PASO COUNTY RECORDS; THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY LINE AND WESTERLY ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL "G" THE FOLLOWING THREE (3) COURSES:

1. S12°40'27"W A DISTANCE OF 635.54 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL "G";
2. N77°19'33"W A DISTANCE OF 617.53 FEET TO A POINT OF CURVE;
3. ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 11°35'20", A RADIUS OF 792.47 FEET, A DISTANCE OF 160.29 FEET AS MEASURED ALONG THE ARC TO A POINT ON CURVE, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF HORIZONVIEW DRIVE AS PLATTED IN SAID MORNING SUN I;

THENCE SOUTHERLY ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID HORIZONVIEW DRIVE AS PLATTED IN SAID MORNING SUN I ALONG A CURVE TO THE RIGHT WHOSE CENTER BEARS N68°33'21"W, HAVING A DELTA OF 02°49'08", A RADIUS OF 610.00 FEET, A DISTANCE OF 30.01 FEET AS MEASURED ALONG THE ARC TO A POINT ON CURVE, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF HORIZONVIEW DRIVE AS PLATTED IN COLORADO CENTRE RESIDENTIAL FILING NO. 3 AS RECORDED IN PLAT BOOK A-4 AT PAGE 13 OF THE EL PASO COUNTY RECORDS; THENCE S89°24'57"W AND ALONG THE NORTHERLY LINE OF SAID COLORADO CENTRE RESIDENTIAL FILING NO. 3 A DISTANCE OF 1270.55 FEET TO THE NORTHWEST CORNER OF LOT 57 AS PLATTED IN SAID COLORADO CENTRE RESIDENTIAL FILING NO. 3, SAID POINT BEING THE NORTHEAST CORNER OF LOT 48 AS PLATTED



## Legal Description

IN COLORADO CENTRE RESIDENTIAL FILING NO. 2 AS RECORDED IN PLAT BOOK A-4 AT PAGE 4 OF THE EL PASO COUNTY RECORDS; THENCE CONTINUING  $S89^{\circ}24'57''W$  AND ALONG THE NORTHERLY BOUNDARY LINE OF SAID COLORADO CENTRE RESIDENTIAL FILING NO. 2 A DISTANCE OF 593.47 FEET TO THE NORTHWEST CORNER OF TRACT "B" AS PLATTED IN SAID COLORADO CENTRE RESIDENTIAL FILING NO. 2, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD; THENCE SOUTHERLY AND EASTERLY ALONG THE WESTERLY BOUNDARY LINE OF SAID COLORADO CENTRE RESIDENTIAL FILING NO. 2 THE FOLLOWING FIVE (5) COURSES:

1.  $S00^{\circ}05'44''W$  AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID MARKSHEFFEL BOULEVARD A DISTANCE OF 1164.52 FEET;
2.  $S29^{\circ}25'07''E$  A DISTANCE OF 439.18 FEET;
3.  $S60^{\circ}35'03''E$  A DISTANCE OF 420.00 FEET;
4.  $N44^{\circ}24'57''E$  A DISTANCE OF 170.00 FEET;
5.  $S80^{\circ}35'03''E$  A DISTANCE OF 100.00 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF SAID COLORADO CENTRE RESIDENTIAL FILING NO. 2, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 13 OF COLORADO CENTRE RESIDENTIAL FILING NO. 1 AS RECORDED IN PLAT BOOK 2-3 AT PAGE 36 OF THE EL PASO COUNTY RECORDS;

THENCE CONTINUING  $S80^{\circ}35'03''E$  AND ALONG THE SOUTHERLY LINE OF SAID COLORADO CENTRE RESIDENTIAL FILING NO. 1 A DISTANCE OF 380.00 FEET TO THE SOUTHEASTERLY CORNER OF LOT 8 AS PLATTED IN SAID COLORADO CENTRE RESIDENTIAL FILING NO. 1; THENCE CONTINUING  $S80^{\circ}35'03''E$  A DISTANCE OF 81.08 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HORIZONVIEW DRIVE AS PLATTED IN SAID COLORADO CENTRE RESIDENTIAL FILING NO. 1; THENCE SOUTHERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HORIZONVIEW DRIVE THE FOLLOWING TWO (2) COURSES:

1.  $S00^{\circ}05'44''W$  A DISTANCE OF 471.53 FEET TO A POINT OF CURVE;
2. ALONG A CURVE TO THE LEFT HAVING A DELTA OF  $90^{\circ}00'00''$ , A RADIUS OF 100.00 FEET, A DISTANCE OF 157.08 FEET AS MEASURED ALONG THE ARC TO A POINT OF TANGENT, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF BRADLEY ROAD (FORMERLY KNOWN AS NEW DRENNAN ROAD); SAID POINT ALSO BEING ON THE BOUNDARY LINE OF SAID PARCEL "D";

THENCE NORTHERLY ALONG THE BOUNDARY LINE OF SAID PARCEL "D" THE FOLLOWING THIRTY-SEVEN (37) COURSES:

1.  $S89^{\circ}54'16''E$  A DISTANCE OF 356.52 FEET TO A POINT OF CURVE;
2. ALONG A CURVE TO THE LEFT HAVING A DELTA OF  $04^{\circ}24'02''$ , A RADIUS OF 1495.00 FEET, A DISTANCE OF 114.82 FEET AS MEASURED ALONG THE ARC TO A POINT ON CURVE;



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3. N40°14'50"W A DISTANCE OF 98.73 FEET;
4. N32°44'49"E A DISTANCE OF 316.29 FEET;
5. N67°14'26"E A DISTANCE OF 248.30 FEET;
6. N01°23'21"E A DISTANCE OF 96.43 FEET;
7. N37°04'19"E A DISTANCE OF 187.92 FEET;
8. S62°10'53"E A DISTANCE OF 198.88 FEET;
9. N49°10'16"E A DISTANCE OF 205.87 FEET;
10. N00°45'11"W A DISTANCE OF 121.98 FEET;
11. N46°53'27"E A DISTANCE OF 577.62 FEET;
12. N28°13'56"E A DISTANCE OF 232.87 FEET;
13. N23°37'44"E A DISTANCE OF 105.55 FEET;
14. N24°34'29"W A DISTANCE OF 90.41 FEET;
15. N27°16'55"W A DISTANCE OF 75.68 FEET;
16. N01°16'11"E A DISTANCE OF 229.61 FEET;
17. N12°40'27"E A DISTANCE OF 875.93 FEET TO A POINT ON THE  
NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID  
SECTION 3;
18. N12°40'27"E A DISTANCE OF 341.16 FEET;
19. N07°29'57"E A DISTANCE OF 133.00 FEET;
20. N17°05'43"E A DISTANCE OF 147.56 FEET;
21. N35°18'15"E A DISTANCE OF 127.05 FEET;
22. N50°28'58"E A DISTANCE OF 224.70 FEET;
23. N37°01'25"E A DISTANCE OF 111.79 FEET;
24. N14°54'51"E A DISTANCE OF 89.01 FEET;
25. N36°49'53"W A DISTANCE OF 214.33 FEET;
26. N62°06'13"W A DISTANCE OF 133.06 FEET;
27. N35°29'36"W A DISTANCE OF 144.29 FEET;
28. N09°29'53"W A DISTANCE OF 311.63 FEET;
29. N43°14'07"W A DISTANCE OF 179.31 FEET;
30. N76°01'10"W A DISTANCE OF 233.73 FEET;
31. N62°33'26"W A DISTANCE OF 98.30 FEET;
32. N34°16'47"W A DISTANCE OF 233.80 FEET;
33. N22°40'38"W A DISTANCE OF 313.21 FEET;
34. S90°00'00"W A DISTANCE OF 226.55 FEET;
35. N00°00'00"E A DISTANCE OF 1287.18 FEET;
36. N58°00'07"W A DISTANCE OF 386.30 FEET;
37. N00°00'00"E A DISTANCE OF 55.18 FEET TO A POINT ON THE  
SOUTHERLY RIGHT-OF-WAY LINE OF SAID DRENNAN ROAD;

## Legal Description

THENCE N89°53'55"E AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DRENNAN ROAD A DISTANCE OF 1682.88 FEET TO THE POINT OF BEGINNING, CONTAINING 3687.0495 ACRES.

### LEGAL DESCRIPTION CERTIFICATE

I, JAMES R. FRAKER, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.

JAMES R. FRAKER, REGISTERED LAND SURVEYOR  
COLORADO NO. 10377  
FOR AND ON BEHALF OF JR ENGINEERING, LTD.

## Legal Description

### LEGAL DESCRIPTION - ANNEXATION PLAT OF COLORADO CENTRE NO. 2

A TRACT OF LAND BEING A PORTION OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 65 WEST AND SECTIONS 2, 11, 12, 13, 14, 15, 16, 21, AND 22, TOWNSHIP 15 SOUTH, RANGE 65 WEST, ALL OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING CONSIDERED S89°58'31"W

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35, SAID POINT BEING THE POINT OF BEGINNING;

THENCE S00°32'34"W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35 EXTENDED SOUTHERLY A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD; THENCE S89°58'31"W ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD A DISTANCE OF 338.02 FEET; THENCE N00°32'34"E ALONG A LINE 338.00 FEET WESTERLY OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35 A DISTANCE OF 2674.75 FEET TO A POINT ON THE EAST/WEST CENTERLINE OF SAID SECTION 35; THENCE S89°55'24"W ALONG THE EAST/WEST CENTERLINE OF SAID SECTION 35 A DISTANCE OF 1082.79 FEET TO THE NORTHEAST CORNER OF PARCEL "A" AS RECORDED IN BOOK 5250 AT PAGE 819 OF THE EL PASO COUNTY RECORDS; THENCE S00°32'34"W ALONG THE EASTERLY LINE OF SAID PARCEL "A" AND THE EASTERLY LINE OF SAID PARCEL "A" EXTENDED SOUTHERLY A DISTANCE OF 2673.80 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD; THENCE S89°58'31"W ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD A DISTANCE OF 1248.11 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2; THENCE S89°58'57"W ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DRENNAN ROAD A DISTANCE OF 735.32 FEET TO THE NORTHEAST CORNER OF PARCEL "D" AS RECORDED IN BOOK 5250 AT PAGE 819 OF THE EL PASO COUNTY RECORDS; THENCE SOUTHERLY ALONG THE EASTERLY LINE AND WESTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL "D" THE FOLLOWING FOURTEEN (14) COURSES:

1. S04°37'34"E A DISTANCE OF 146.20 FEET;
2. S37°09'04"W A DISTANCE OF 1605.00 FEET;
3. S06°25'04"W A DISTANCE OF 2540.00 FEET;
4. S89°45'38"E A DISTANCE OF 1964.45 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2;

## Legal Description

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5. S00°11'01"W ALONG THE EAST LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 1319.06 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 2 BEING THE NORTH QUARTER CORNER OF SAID SECTION 11;
6. S00°25'10"W ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11 A DISTANCE OF 2642.22 FEET TO THE CENTER CORNER OF SAID SECTION 11;
7. S89°53'31"E ALONG THE EAST/WEST CENTERLINE OF SAID SECTION 11 A DISTANCE OF 2665.97 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 11 BEING THE WEST QUARTER CORNER OF SAID SECTION 12;
8. N89°52'37"E ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 1323.82 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12;
9. S00°28'13"W ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 2644.70 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13;
10. S89°54'19"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 1323.81 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 13;
11. S00°13'22"W ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 2634.56 FEET TO THE CENTER CORNER OF SAID SECTION 13;
12. N89°58'42"W ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 2654.31 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 14;
13. N89°48'51"W ALONG THE EAST/WEST CENTERLINE OF SAID SECTION 14 A DISTANCE OF 5301.72 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 15;
14. S89°56'35"W ALONG THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 496.40 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD;

THENCE S89°56'35"W ALONG THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 210.20 FEET TO A POINT ON CURVE ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID MARKSHEFFEL BOULEVARD, SAID POINT ALSO BEING THE MOST EASTERLY CORNER OF PARCEL "E" AS RECORDED IN BOOK 5250 AT PAGE 819 OF THE EL PASO COUNTY RECORDS; THENCE WESTERLY AND SOUTHERLY ALONG THE BOUNDARY LINE OF SAID PARCEL "E" THE FOLLOWING TWO (2) COURSES:

1. S89°56'35"W ALONG THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 1927.50 FEET TO THE CENTER CORNER OF SAID SECTION 15;

## Legal Description

2. S00°09'37"W ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 15 A DISTANCE OF 2636.48 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 15 BEING THE NORTH QUARTER CORNER OF SAID SECTION 22;

THENCE S00°09'37"W ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 15 EXTENDED SOUTHERLY A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF FONTAINE BOULEVARD; THENCE WESTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID FONTAINE BOULEVARD THE FOLLOWING TWO (2) COURSES:

1. S89°55'53"W ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FONTAINE BOULEVARD A DISTANCE OF 2631.56 FEET;
2. S89°50'47"W ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FONTAINE BOULEVARD A DISTANCE OF 2645.88 FEET TO A POINT ON THE NORTH/SOUTH CENTERLINE OF SAID SECTION 16 EXTENDED SOUTHERLY;

THENCE N00°09'02"E ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 16 EXTENDED SOUTHERLY A DISTANCE OF 30.00 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 21 BEING THE SOUTH QUARTER CORNER OF SAID SECTION 16; THENCE N00°09'02"E ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 16 AND THE WESTERLY LINE OF SAID PARCEL "E" A DISTANCE OF 100.00 FEET; THENCE N89°50'47"E ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16 A DISTANCE OF 2645.67 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 15; THENCE N89°55'53"E ALONG A LINE 100.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 A DISTANCE OF 2626.79 FEET TO A POINT WHICH IS 5.00 FEET WEST OF THE NORTH/SOUTH CENTERLINE OF SAID SECTION 15; THENCE N00°09'37"E ALONG A LINE 5.00 FEET WESTERLY OF AND PARALLEL WITH THE NORTH/SOUTH CENTERLINE OF SAID SECTION 15 A DISTANCE OF 2551.48 FEET TO A POINT WHICH IS 15.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 15; THENCE N89°56'35"E ALONG A LINE 15.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 1858.76 FEET; THENCE N00°03'25"W A DISTANCE OF 85.00 FEET TO A POINT WHICH IS 100.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 15; THENCE N89°56'35"E ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 75.00 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD; THENCE SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD ON A CURVE TO THE RIGHT WHOSE CENTER BEARS S88°47'01"W, HAVING A DELTA OF 03°38'30", A RADIUS OF 1495.00 FEET, A DISTANCE OF 95.02 FEET AS MEASURED ALONG THE ARC

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TO A POINT WHICH IS 5.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 15; THENCE N89°56'35"E ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 210.17 FEET TO A POINT ON CURVE ON THE EAST-ERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD; THENCE N89°56'35"E ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 496.23 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 14; THENCE S89°48'51"E ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 14 A DISTANCE OF 2620.00 FEET; THENCE N00°11'09"E A DISTANCE OF 5.00 FEET; THENCE S89°48'51"E ALONG A LINE 10.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 14 A DISTANCE OF 2231.73 FEET; THENCE N00°11'09"E A DISTANCE OF 140.00 FEET TO A POINT WHICH IS 150.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 14; THENCE S89°48'51"E ALONG A LINE 150.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 14 A DISTANCE OF 450.46 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE S89°58'42"E ALONG A LINE 150.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 599.12 FEET; THENCE S00°01'18"W A DISTANCE OF 145.00 FEET TO A POINT WHICH IS 5.00 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE S89°58'42"E ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 2034.30 FEET TO A POINT WHICH IS 20.00 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE N00°13'22"E ALONG A LINE 20.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 2579.59 FEET TO A POINT WHICH IS 50.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE N89°54'19"W ALONG A LINE 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 1314.03 FEET TO A POINT WHICH IS 10.00 FEET WEST OF THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE N00°28'13"E ALONG A LINE 10.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 2689.66 FEET TO A POINT WHICH IS 5.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE S89°52'37"W ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 1313.82 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 11; THENCE N89°53'31"W ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 11 A DISTANCE OF 2670.97 FEET TO A POINT WHICH IS 5.00 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE N00°25'10"E ALONG A

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LINE 5.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11 A DISTANCE OF 2647.22 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE N00°11'01"E ALONG A LINE 5.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 1299.07 FEET TO A POINT WHICH IS 20.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE N89°45'38"W ALONG A LINE 20.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 1966.66 FEET; THENCE NORTHERLY AND ALONG A LINE 5.00 FEET WEST OF AND PARALLEL WITH AN EASTERLY LINE OF SAID PARCEL "D" THE FOLLOWING THREE (3) COURSES:

1. N06°25'04"E A DISTANCE OF 2562.03 FEET;
2. N37°09'04"E A DISTANCE OF 1604.47 FEET;
3. N04°37'34"W A DISTANCE OF 144.70 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD;

THENCE N04°37'34"W ALONG A LINE 5.00 FEET WEST OF AND PARALLEL WITH AN EASTERLY LINE OF SAID PARCEL "D" EXTENDED NORTHERLY FROM THE NORTHEAST CORNER OF SAID PARCEL "D" A DISTANCE OF 130.38 FEET TO A POINT WHICH IS 100.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE N89°58'57"E ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35 A DISTANCE OF 751.87 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE N89°58'31"E ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35 A DISTANCE OF 1243.25 FEET TO A POINT WHICH IS 5.00 FEET WEST OF THE EASTERLY LINE OF SAID PARCEL "A"; THENCE N00°32'34"E ALONG A LINE WHICH IS 5.00 FEET WEST OF THE EASTERLY LINE OF SAID PARCEL "A" A DISTANCE OF 2543.80 FEET TO A POINT ON THE EAST/WEST CENTERLINE OF SAID SECTION 35; THENCE N00°32'34"E ALONG A LINE 5.00 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID PARCEL "A" EXTENDED NORTHERLY A DISTANCE OF 5.00 FEET; THENCE N89°55'24"E ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 35 A DISTANCE OF 1425.87 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35; THENCE S00°32'37"W ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 A DISTANCE OF 5.00 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 35; THENCE S00°32'34"W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35 A DISTANCE OF 2615.03 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD; THENCE S00°32'34"W ALONG THE EAST LINE OF SOUTHEAST QUARTER OF SAID SECTION 35 A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING, CONTAINING 54.3963 ACRES.



EXHIBIT B

RECEIVERSHIP PROPERTY

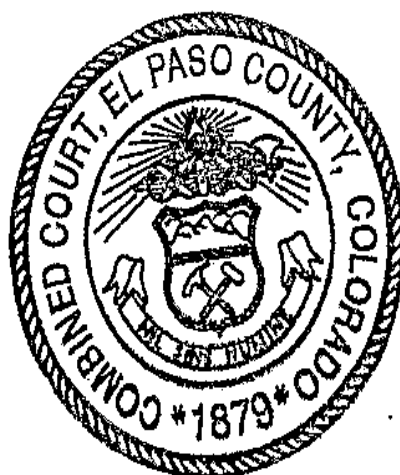
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State of Colorado, County of El Paso  
Certified to be a true, and correct  
copy of the original in my custody.

MAR 15 2005

LEE V. COLE, JR.  
CLERK OF THE DISTRICT COUNTY COURT  
By Margie Valencia Deputy

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## LEGAL DESCRIPTION

PARCEL A: TAX SCHEDULE NO. 55044-01-002

Lot 3, COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1, El Paso County, Colorado, according to the plat thereof recorded in Plat Book B-4 at Page 47.

PARCEL B: TAX SCHEDULE NO. 55044-00-002

That part of the Southeast Quarter of Section 4, Township 15 South, Range 65 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows:

Commencing at the South Quarter corner of said Section 4, being a point on the West line of Tract B (Future Road R.O.W.), COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1; thence North  $00^{\circ}21'38''$  East, along the West line of said Tract B and the North-South centerline of said Section 4, a distance of 515.76 feet to the Northwest corner of said Tract B, also being the TRUE POINT OF BEGINNING; thence along the North line of said Tract B, the North line of Lots 3 and 2 and the Westerly and Northerly Right of Way lines of Import Court, all as platted in the aforementioned subdivision, the following five (5) courses and distances:

- (1) South  $89^{\circ}54'16''$  East a distance of 616.92 feet to a point on curve;
- (2) along a curve to the right whose center bears North  $00^{\circ}05'44''$  East having a delta of  $202^{\circ}30'00''$ , a radius of 55.00 feet, a distance of 194.39 feet measured along the arc to a point of tangent;
- (3) South  $67^{\circ}24'16''$  East a distance of 47.45 feet to a point of curve;
- (4) along a curve to the left having a delta of  $22^{\circ}30'00''$ , a radius of 100.55 feet, a distance of 39.49 feet measured along the arc to a point of tangent;
- (5) South  $89^{\circ}54'16''$  East a distance of 467.77 feet to a point on the Westerly right-of-way line of Foreign Trade Zone Boulevard;

thence along the Westerly right-of-way line of Foreign Trade Zone Boulevard the following three (3) courses:

- (1) North  $00^{\circ}21'38''$  East a distance of 455.64 feet to a point of curve;
- (2) along a curve to the right having a delta of  $44^{\circ}44'06''$ , a radius of 970.00 feet, a distance of 757.35 feet measured along the arc to a point of tangent;
- (3) North  $45^{\circ}05'44''$  East a distance of 250.69 feet to the South corner of Lot 1 as platted in said subdivision;

thence along the Southwesterly line of said Lot 1, North  $44^{\circ}54'16''$  West a distance of 1090.39 feet to a point on the North line of the West half of the Southeast quarter of said Section 4, also being the West corner of said Lot 1; thence along said North line of the West half of the Southeast quarter, North  $89^{\circ}53'24''$  West, a distance of 870.48 feet to the center corner of said Section 4; thence South  $00^{\circ}21'38''$  West, along the North-South centerline of said Section 4 to the TRUE POINT OF BEGINNING.

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PARCEL C: TAX SCHEDULE NO. 55044-00-006

A tract of land being a portion of Sections 3, 4, 9 and 10, Township 15 South, Range 65 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows:

Beginning at the Northwest corner of that tract of land described in Book 3968 at Page 279, El Paso County records, along being a point on the Easterly right of way line of Foreign Trade Zone Boulevard; thence along the Northerly line of that tract of land described in Book 3968 at Page 279 the following five (5) courses and distances:

- (1) South  $89^{\circ}54'16''$  East a distance of 647.82 feet to a point of curve;
- (2) along a curve to the right having a delta of  $58^{\circ}26'38''$ , a radius of 300.00 feet, a distance of 306.01 feet as measured along the arc to a point of reverse curve;
- (3) along a curve to the left having a delta of  $58^{\circ}26'38''$ , a radius of 300.00 feet, a distance of 306.01 feet as measured along the arc to a point of tangent;
- (4) South  $89^{\circ}54'16''$  East a distance of 146.36 feet to a point on the Westerly right-of-way line of Aerospace Boulevard;
- (5) South  $00^{\circ}05'44''$  West and along said Westerly right of way line to the Northwest corner of that tract of land described in Book 5563 at Page 647, El Paso records;

thence along the North line of said tract of land described in Book 5563 at Page 647, South  $89^{\circ}54'16''$  East, a distance of 1301.47 feet to a point on the Westerly right-of-way line of Marksheffel Boulevard as described in Book 5120 at Page 92, El Paso records; thence North  $00^{\circ}05'44''$  East and along said Westerly right of way line to the Southeast corner of that tract of land described in Book 5523 at Page 51, El Paso County records; thence along the Southerly and Westerly lines of said tract described in Book 5523 at Page 51 the following six (6) courses and distances:

- (1) North  $89^{\circ}54'16''$  West, a distance of 1261.47 feet;
- (2) North  $00^{\circ}05'44''$  East, a distance of 163.83 feet to a point of curve;
- (3) along a curve to the right having a delta of  $40^{\circ}00'00''$ , a radius of 652.58 feet, a distance of 455.59 feet as measured along the arc to a point of tangent;
- (4) North  $40^{\circ}05'44''$  East, a distance of 407.06 feet to a point of curve;
- (5) along a curve to the left having a delta of  $40^{\circ}00'00''$ , a radius of 700.00 feet, a distance of 488.69 feet as measured along the arc to a point of tangent;
- (6) North  $00^{\circ}05'44''$  East, a distance of 1292.61 feet to a point on the Southerly line of that tract of land described in Book 5533 at Page 782, El Paso County records;

thence along the Southerly line of said tract described in Book 5533 at Page 782, North  $89^{\circ}54'16''$  West, a distance of 700 feet, more or less, to a point

Continued on next page

Continuation of . . . - Legal Description

on the Easterly right of way line of Foreign Trade Zone Boulevard as platted in COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1 and recorded in Plat Book B-4 at Page 47, El Paso County records; thence Southerly along said Easterly right of way line of Foreign Trade Zone Boulevard, as platted, the following five (5) courses and distances:

- (1) South  $00^{\circ}05'44''$  West a distance of 35.69 feet, more or less, to a point of curve;
- (2) along a curve to the right having a delta of  $45^{\circ}00'00''$ , a radius of 970.00 feet, a distance of 761.84 feet as measured along the arc to a point of tangent;
- (3) South  $45^{\circ}05'44''$  West a distance of 1013.26 feet to a point of curve;
- (4) along a curve to the left having a delta of  $44^{\circ}44'06''$ , a radius of 890.00 feet, a distance of 694.89 feet as measured along the arc to a point of tangent;
- (5) South  $00^{\circ}21'38''$  West a distance of 495.27 feet, more or less, to the POINT OF BEGINNING,

EXCEPTING THEREFROM that part lying within Aerospace Boulevard.

PARCEL D: TAX SCHEDULE NO. 55000-00-219

A parcel of land located in Sections 9 and 10, Township 15 South, Range 65 West of the 6th P.M., El Paso County, Colorado, being more particularly described as follows:

[BASIS OF BEARINGS: The North-South centerline of Section 9, Township 15 South, Range 65 West of the Sixth Principal Meridian, being considered to bear North  $00^{\circ}15'30''$  East.]

Beginning at the South Quarter corner of Section 9; thence North  $00^{\circ}15'30''$  East and along the North-South centerline of said Section 9, a distance of 3638.69 feet to a point on the Southerly line of the proposed right-of-way line of new Drennan Road; thence South  $89^{\circ}54'16''$  East and along said proposed Southerly right-of-way line, a distance of 3226.76 feet to a point on the Westerly line of the right-of-way for new Marksheffel Boulevard; thence Southerly along said Westerly right-of-way the following six (6) courses and distances:

- (1) South  $00^{\circ}05'44''$  West, a distance of 500.09 feet;
- (2) South  $60^{\circ}35'03''$  East, a distance of 503.09 feet;
- (3) South  $29^{\circ}25'07''$  East, a distance of 439.19 feet;
- (4) South  $00^{\circ}05'44''$  West, a distance of 150.62 feet to the point of curve;
- (5) along a curve to the left having a delta of  $42^{\circ}08'13''$ , a radius of 1705.00 feet, a distance of 1253.91 feet measured along the arc to a point of tangent;
- (6) South  $42^{\circ}02'29''$  East, to a point on the South line of said Section 10;

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thence Westerly along the South line of said Section 10 to the Southwest corner of said Section 10; thence South  $89^{\circ}33'11''$  West and along the South line of the Southeast quarter of Section 9 a distance of 2642.48 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that part lying within Detention Pond Phase I, conveyed to Colorado Centre Metropolitan District by Deed recorded August 25, 1989 in Book 5661 at Page 1398 of the El Paso County records, which is described as follows:

A tract of land located in the South half of Section 10 and the North half of Section 15, Township 15 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, being more particularly described as follows:

[BASIS OF BEARINGS: The West line of the Southwest quarter of Section 10, Township 15 South, Range 65 West of the 6th P.M., being considered North  $00^{\circ}16'07''$  East.]

Commencing at the Southwest corner of said Section 10; thence North  $79^{\circ}29'49''$  East a distance of 1355.58 feet to the POINT OF BEGINNING; thence North  $58^{\circ}06'59''$  East a distance of 149.56 feet; thence South  $90^{\circ}00'00''$  East a distance of 100.00 feet; thence South  $33^{\circ}06'41''$  East a distance of 54.92 feet; thence North  $88^{\circ}00'08''$  East a distance of 172.11 feet; thence South  $78^{\circ}52'22''$  East a distance of 920.80 feet to a point on the Westerly right-of-way line of Marksheffel Boulevard as described in Book 5120 at Page 92 as recorded in the El Paso County records; thence South  $42^{\circ}02'29''$  East and along said Westerly right-of-way line a distance of 646.89 feet; thence South  $23^{\circ}42'00''$  East a distance of 166.88 feet; thence South  $15^{\circ}55'01''$  West a distance of 303.67 feet; thence South  $86^{\circ}05'09''$  West a distance of 44.59 feet; thence North  $54^{\circ}11'48''$  West a distance of 150.43 feet; thence South  $74^{\circ}52'14''$  West a distance of 279.69 feet; thence North  $63^{\circ}15'37''$  West a distance of 586.75 feet; thence North  $48^{\circ}10'12''$  West a distance of 677.74 feet; thence North  $53^{\circ}12'57''$  West a distance of 133.60 feet; thence North  $64^{\circ}32'12''$  West a distance of 116.30 feet; thence North  $30^{\circ}34'45''$  West a distance of 76.66 feet; thence North  $13^{\circ}15'48''$  West a distance of 143.84 feet to the POINT OF BEGINNING.

AND FURTHER EXCEPTING THEREFROM that parcel conveyed to the City of Colorado Springs for the East Side Corridor Sub-Station No. 5 by Deed recorded December 22, 1997 at Reception No. 97149924, which is described as follows:

That part of the Southwest Quarter of the Southeast Quarter of Section 9, Township 15 South, Range 65 West of the 6th P.M., in El Paso County, Colorado, being more particularly described as follows:

[BASIS OF BEARINGS: The North-South Quarter line of said Section 9 which was assumed to bear North  $00^{\circ}15'30''$  East.]

Commencing at the South Quarter corner of said Section 9; thence North  $48^{\circ}01'20''$  East a distance of 145.20 feet to the POINT OF BEGINNING, said point being 107.50 feet Easterly of, as measured at right angles to, said

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North-South Quarter line of Section 9; thence North  $00^{\circ}15'30''$  East, parallel with and 107.50 feet Easterly of said North-South Quarter line of Section 9, a distance of 638.00 feet; thence South  $89^{\circ}44'30''$  East, a distance of 795.00 feet; thence South  $22^{\circ}28'00''$  West, a distance of 786.50 feet to a point on the South line of said Southwest Quarter of the Southeast Quarter of Section 9; thence South  $89^{\circ}33'11''$  West, along said South line thereof, a distance of 146.96 feet; thence along the arc of a curve concave to the Southwest, whose long chord bears North  $75^{\circ}03'06''$  West, through a central angle of  $17^{\circ}18'20''$ , a radius of 1207.50 feet for an arc distance of 364.01 feet to the Point of Beginning.

PARCEL E: TAX SCHEDULE NO. 55000-00-197

A tract of land located in Section 15, Township 15 South, Range 65 West of the 6th P.M., El Paso County, Colorado, being more particularly described as follows:

[BASIS OF BEARINGS: The North-South centerline of Section 9, Township 15 South, Range 65 West of the 6th P.M., being considered to bear North  $00^{\circ}15'30''$  East.]

Commencing at the South quarter corner of said Section 9; thence North  $89^{\circ}33'11''$  East and along the South line of the Southeast quarter of said Section 9, a distance of 2642.48 feet to the Southeast corner of said Section 9, being the TRUE POINT OF BEGINNING, and being the Northwest corner of said Section 15; thence Easterly along the North line of said Section 15 to a point on the Westerly right of way line for new Marksheffel Boulevard; thence South  $42^{\circ}02'29''$  East and along said Westerly right of way line to a point on said right of way line, which point is the Northerly terminus of a line bearing South  $01^{\circ}44'23''$  West and having a length of 498.62 feet;

thence continuing along said Westerly right of way line the following four (4) courses and distances:

- (1) South  $01^{\circ}44'23''$  West, a distance of 498.62 feet;
- (2) South  $42^{\circ}02'29''$  East, a distance of 1500.00 feet to a point on the Northerly line of the proposed right-of-way for a new East-West arterial;
- (3) South  $86^{\circ}01'33''$  East, a distance of 483.89 feet to a point of curve;
- (4) along a curve to the right whose center bears South  $54^{\circ}13'57''$  West, having a delta of  $38^{\circ}22'35''$ , a radius of 1495.00 feet, a distance of 1001.34 feet measured along the arc to a point on the South line of the Northeast Quarter of said Section 15;

thence South  $89^{\circ}56'26''$  West and along said South line a distance of 1926.88 feet to the center quarter corner of said Section 15; thence South  $89^{\circ}56'26''$  West and along the South line of the Northwest quarter of said Section 15 a

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distance of 2633.81 feet to the West quarter corner of said Section 15; thence North  $00^{\circ}06'00''$  East and along the West line of the Northwest quarter of said Section 15 a distance of 2637.17 feet to the Northwest corner of said Section 15 and the TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM that part lying within Detention Pond Phase I, conveyed to Colorado Centre Metropolitan District by Deed recorded August 25, 1989 in Book 5661 at Page 1398 of the El Paso County records, which is described as follows:

A tract of land located in the South half of Section 10 and the North half of Section 15, Township 15 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, being more particularly described as follows:

[BASIS OF BEARINGS: The West line of the Southwest quarter of Section 10, Township 15 South, Range 65 West of the 6th P.M., being considered North  $00^{\circ}16'07''$  East.]

Commencing at the Southwest corner of said Section 10; thence North  $79^{\circ}29'49''$  East a distance of 1355.58 feet to the POINT OF BEGINNING; thence North  $58^{\circ}06'59''$  East a distance of 149.56 feet; thence South  $90^{\circ}00'00''$  East a distance of 100.00 feet; thence South  $33^{\circ}06'41''$  East a distance of 54.92 feet; thence North  $88^{\circ}00'08''$  East a distance of 172.11 feet; thence South  $78^{\circ}52'22''$  East a distance of 920.80 feet to a point on the Westerly right-of-way line of Marksheffel Boulevard as described in Book 5120 at Page 92 as recorded in the El Paso County records; thence South  $42^{\circ}02'29''$  East and along said Westerly right-of-way line a distance of 646.89 feet; thence South  $23^{\circ}42'00''$  East a distance of 166.88 feet; thence South  $15^{\circ}55'01''$  West a distance of 303.67 feet; thence South  $86^{\circ}05'09''$  West a distance of 44.59 feet; thence North  $54^{\circ}11'48''$  West a distance of 150.43 feet; thence South  $74^{\circ}52'14''$  West a distance of 279.69 feet; thence North  $63^{\circ}15'37''$  West a distance of 586.75 feet; thence North  $48^{\circ}10'12''$  West a distance of 677.74 feet; thence North  $53^{\circ}12'57''$  West a distance of 133.60 feet; thence North  $64^{\circ}32'12''$  West a distance of 116.30 feet; thence North  $30^{\circ}34'45''$  West a distance of 76.66 feet; thence North  $13^{\circ}15'48''$  West a distance of 143.84 feet to the POINT OF BEGINNING.




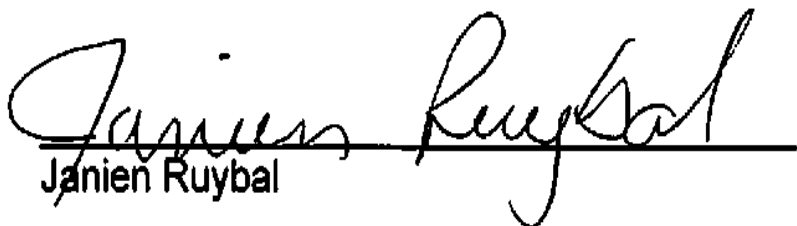
Ratification and Consent to Amended and Restated  
Banning Lewis Ranch Annexation Agreement

On October 18, 2018, the "Amended and Restated Banning Lewis Ranch Annexation Agreement" was recorded at Reception No. 218121366, records of El Paso County, Colorado (the "Amended Agreement"). The Amended Agreement modifies and restates certain prior annexation and other agreements applicable to the "Property" legally described on Exhibit B thereto. The undersigned ("Property Owner") owns a portion of the real property within the Property as more particularly described in the real property records of El Paso County, Colorado as of the date hereof ("Owner's Property").

Property Owner hereby ratifies and confirms the Amended Agreement and subjects Owner's Property to all its terms and conditions, effective as of the Effective Date of the Amended Agreement.

PROPERTY OWNER

  
Ermand Ruybal

  
Janien Ruybal

Date: June 4, 2019


ACKNOWLEDGMENT

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF EL PASO     )

The foregoing instrument was acknowledged before me this 4 day  
of June, ~~2018~~<sub>2019</sub>, by Ermand Ruybal and Janien Ruybal.

Witness my hand and notarial seal.  
My commission expires: March 14 2020

AMANDA DesBOUILLONS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20164010317  
MY COMMISSION EXPIRES MARCH 14, 2020

  
Notary Public  
Address: 3125 Jetwing Dr  
Wolfsburg CO 80916