



PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT
Land Use Review Division

DATE: October 13, 2022

TO: Clerk to the Board of County Commissioners
El Paso County Development Services Department

FROM: Katie Carleo, Land Use Planning Manager

RE: **Annexation Impact Report**
Amara Addition No. 1-11 Annexation

Pursuant to CRS 31-12-108.5 please find enclosed a copy of the Annexation Impact Report for the Amara Addition No. 1 - 11 Annexation located near the northeast corner of Squirrel Creek Road and Link Road consisting of approximately 3200 acres. No County action is required or deemed necessary; this Annexation Impact Report is being filed per regulations of the Colorado Revised Statute. This project is anticipated to be scheduled for consideration by City Council on November 22, 2022. Should you have any questions please feel free to contact me.

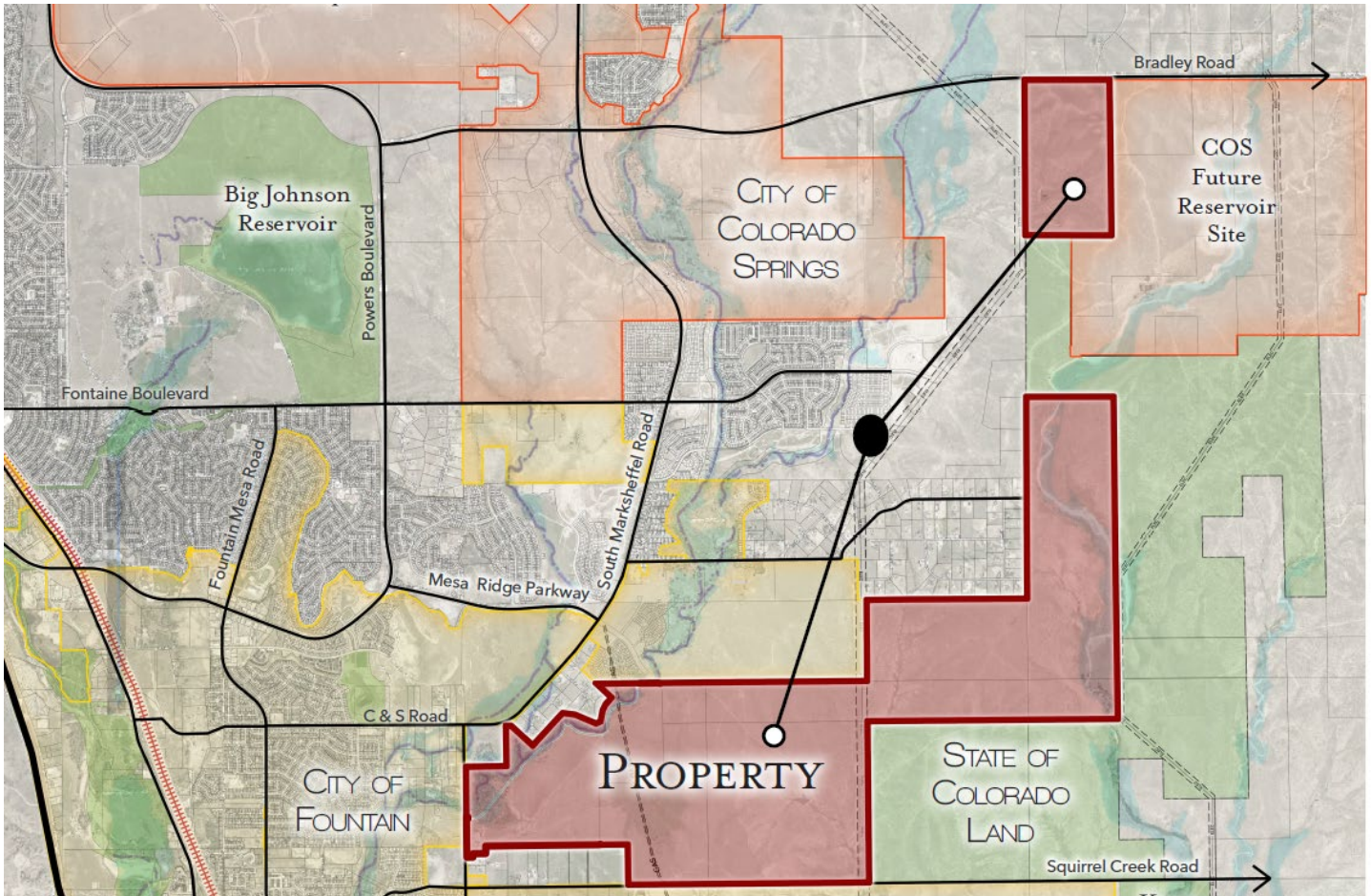
Catherine (Katie) Carleo, AICP
Land Use Planning Manager
p: 719.385.5060
e: katie.carleo@coloradosprings.gov

C: CPC A 21-00197 – CPC A 21-00207, CPC MP 21-00208, CPC ZC 21-00209

Enclosure: Annexation Impact Report
Amara Annexation Add. No. 1-11
Amara Master Plan Location Map
Amara Additions
Amara Master Plan
Amara Master Plan – Conceptual
Amara Roadway Exhibit
Amara Utility Locations Map
Surrounding Ownership and Future Roads
Draft Amara Addition No. x Annexation Agreement

**AMARA ADDITION NO. 1 – 11 ANNEXATION
ANNEXATION IMPACT REPORT
October 13, 2022**

The Annexor and Property Owner, Robert A. Norris – Manager Tee Cross Ranches LLC, has submitted annexation application requests to the City of Colorado Springs consisting of a serial annexation with a total proposed annexation of approximately 3200 acres located near the northeast corner of Squirrel Creek Road and Link Road.



The State of Colorado requires that an Annexation Impact Report (A.I.R.) be prepared and submitted to the Board of County Commissioners of El Paso County prior to being heard by the City Council of Colorado Springs. The required elements of the A.I.R. are as follows:

31-12-108.5. Annexation Impact Report

The municipality shall prepare an impact report concerning the proposed annexation at least twenty-five days before the date of the hearing established pursuant to section [31-12-108](#) and shall file one copy with the board of county commissioners governing the area proposed to be annexed within five days thereafter. Such report shall not be required for annexations of ten acres or less in total area or when the municipality and the board of county commissioners governing the area proposed to be annexed agree that the report may be waived.

Such report shall include:

- a) **A map or maps of the municipality and adjacent territory to show the following information:**

(l) The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;

The proposed annexation is located south of Bradley Road and northeast of Squirrel Creek Road and Link Road. This property is currently within El Paso County and is mostly vacant, with some minor abandoned buildings remaining on the southwest corner of the property. The overall site comprises of a few existing zone districts within El Paso County (listed above) and is situated in an area of residential development in El Paso County and surrounding City of Fountain.

When evaluating the El Paso County Master Plan (Your El Paso Master Plan) the subject area is listed as an area of 'Potential Annexation' on the Key Areas Map. This identifies areas of the County that are defined by unique localized characteristics having influence on future land use and development. The master plan discusses that significant portions of the County's expected development population growth will locate in surrounding incorporated municipalities. It further states that ,as the largest municipality, the City of Colorado Springs will need to annex parts of unincorporated County to plan for and accommodate new development. This Key Areas Map outlines portions of the County that are anticipated to be annexed.

In addition, the subject site is classified as 'New Development' in the Areas of Change analysis of the Your El Paso Master Plan. The New Development areas within El Paso County are identified to make up ten-percent of the expected future change of unincorporated El Paso County (leaving ninety-percent of the County expected to experience minimal change). The plan states these areas are expected to be significantly transformed as projected new development takes place on lands currently largely designated as undeveloped or agricultural areas. It is further anticipated that these areas of change will see development similar to that already established or complementary to an urban neighborhood.

In combination with the above approach from Your El Paso Master Plan the City of Colorado Springs and El Paso County passed an Intergovernmental Agreement (IGA) for annexations in 2021. The IGA memorialized the shared vision that it is best practice for urban level developments to be established within the City. The IGA also lays out a collaborative methodology to establishing this approach for future development. As part of this effort, the area surrounding the eastern side of the City was analyzed and much of the undeveloped land considered part of the annexation Area of Interest. This subject site is within this Area of Interest and again would support the establishment of urban level development within the City of Colorado Springs.

Landowners seeking voluntary annexation must petition the municipality to request annexation into the City. The Annexation Petition for this property was heard and accepted by City Council on November 23, 2021. The City's authority to annex land is established by Colorado Revised Statutes (C.R.S. 31-12-101) which sets requirements and procedures which municipalities must follow. A property is eligible for annexation if the contiguity requirement is met; not less than one-sixth the perimeter of the proposed area for annexation is contiguous with the existing boundary of the annexing municipality, and that area proposed for annexation has more than 50% ownership within the City 3-Mile Buffer for annexation. (see '3-Mile Buffer' attachment) The proposed annexation meets both of these requirements.

The petitioner proposes to annex just under 3200 acres of property into the municipal limits of the City of Colorado Springs. The proposed annexation also includes a portion of Bradley Road from its current terminus with the City boundary to the eastern portion of the Amara annexation off of Bradley Road. This annexation is comprised of twelve serial annexations which make up a flagpole annexation approach. (see 'Amara Annexation Addition No. 1-11' attachment) In addition, the property proposed for annexation begins at Bradley Road and moves southwest and does skip over a portion of state land. Each of these are discussed below for better clarification.

The proposed area for development, as the real property of the annexation, does not currently have contiguity with the current City boundary. A flagpole annexation allows the property owner to configure a series of annexations, that meet the state statute required contiguity, and use a roadway as a

'flagpole' to gain contiguity (Colorado Revised Statute 31-12-105(e.3)). (see 'Amara Additions' attachment) Per Colorado Revised Statute a property owner may achieve required contiguity by annexing a public street. In this case the Amara annexation additions no. 1-4 are annexing right-of-way only. This extends the City boundary and allows for contiguity to be gained for addition no. 5; the subsequent additions then build upon this contiguity as a serial annexation.

A serial annexation allows property owners petitioning a municipality to "portion-off" the intended whole annexation boundary into separate annexations if the whole portion does not meet the state statute required one sixth contiguity (Colorado Revised Statute 31-12-105). In this case, a serial annexation is needed to facilitate the annexation of land where the proposed development will occur. For the total annexation of Amara there are twelve proposed additions which make up the total land for annexation. Each addition on it's own meets the state requirements for contiguity and builds on each other to accomplish the whole annexation. (see 'Amara Additions' attachment)

Per Colorado Revised Statute 31-12-104(a) "contiguity shall not be affected by the existence of... public lands, whether owned by the state, the United States or an agency thereof." As such, the proposed annexation incorporates this provision and contiguity is not affected, although maintained, between addition no. 6 and addition no. 7A where state owned land is 'jumped'. (see 'Surrounding Ownership and Future Roads' attachment) The remainder of the area to be annexed continues to establish the required one-sixth contiguity in the serial annexation configuration.

As part of this A.I.R. the City has provided several maps and exhibits to depict the information for proposed boundaries as part of this annexation as well as to show this annexation in relation to the surrounding municipality and county property; in specifics the attached Amara Master Plan and Annexation Plats are contextual maps of the proposed annexation, which shows the site, City and County boundaries, and current zoning in both jurisdictions.

(II) The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation; and

At the request of the City Traffic Engineering, a Traffic Impact Study was completed per Traffic Engineering guidelines set forth in the City's Traffic Criteria Manual. The traffic study was comprehensive and complete in its evaluation of traffic impacts and traffic operations for the Amara development. The study identified the number of lanes needed for new roadways internal to the development and identified roadway and intersection improvements needed to existing roadways such as Marksheffel, Mesa Ridge Parkway, Link Road, Squirrel Creek Road, and Bradley Road. (see 'Amara Roadway Exhibit') Recognizing that not all recommended improvements are needed during the initial phase of development, Traffic Engineering worked closely with the developer to create a road phasing plan that links roadway improvements with the developer's need for access and the public's need for an adequate transportation system that meets the traffic demands of both the development and non-development traffic anticipated to be using the roadway network. City Traffic Engineering has accepted the traffic study and the study's recommendations for the phased implementation of future roadway and intersection improvements. The phased implementation of future roadway and intersection improvements are documented in the Traffic Study and in the Amara Annexation Agreement. These documents described the timing and the extent of improvements to both internal and external roadways.

Through responsible, timely and ongoing planning initiatives, Colorado Springs Utilities (Springs Utilities) has developed existing, and identified future, utility facilities that currently serve or will be needed to serve all present and future users whether within or outside the corporate limits of the City. Springs Utilities has negotiated an annexation agreement with the annexor that includes the terms by which Springs Utilities will be able to provide utility services to the annexing property. That proposed agreement is included with this memo.

Water

Currently, applying a first-come, first-serve approach, Springs Utilities has adequate water resources available to serve the annexation area as required by City Code section 7.6.203(C). The requirements to connect the annexation area to existing water infrastructure are included in the proposed Amara Annexation Agreement and are consistent with the City Code, Utilities Rules and Regulations (URRs), and Line Extension and Service Standards (LESS).

Wastewater

Springs Utilities has sufficient capacity to serve the annexation area, based on the assumption that Springs Utilities will contract with another utility to provide wholesale wastewater service for a portion of the annexation area. Springs Utilities has sufficient capacity to serve that portion of the annexed area not covered by the wholesale service contract. The requirements to connect the annexation area to existing wastewater infrastructure are included in the proposed Amara Annexation Agreement and are consistent with the City Code, URRs and LESS.

Electric

Electricity to serve the annexation area will be generated and/or purchased in accordance with Springs Utilities' electric integrated resource plan process. The requirements to connect the annexation area to existing electric infrastructure are included in the proposed Amara Annexation Agreement and are consistent with the City Code, URRs and LESS. Springs Utilities will be ready, willing and able to serve electricity to the annexation area within a reasonable period of time after the annexation.

Natural Gas

Natural gas service to the annexation area will be in accordance with Springs Utilities' gas integrated resource plan process. The requirements to connect the annexation area to existing gas infrastructure are included in the proposed Amara Annexation Agreement and are consistent with the City Code, URRs and LESS. Springs Utilities will be ready, willing and able to serve gas to the annexation area within a reasonable period of time after the annexation.

Throughout this process Colorado Springs Utilities (CSU) has reviewed all applications and requested supporting documentation for the establishment of service for the proposed annexation area. Per City Code Section 12.1.111 with annexation CSU shall be the exclusive provider of utility services. There may be potential for temporary or permanent wholesale third party utility providers which are still pending and would be managed through CSU.

(III) The existing and proposed land use pattern in the area to be annexed;

The establishment of the Amara Master Plan (see 'Amara Master Plan' attachment) sets the overall land use pattern to be established across the 3172.796 acres. The master plan will allow for urban level development within the City of Colorado Springs. The proposal includes a mix of commercial, institutional, single-family, multi-family residential, and civic uses. (also see 'Amara Master Plan – Conceptual' attachment) The master plan sets out each land use category and establishes density ranges and estimated dwelling units or commercial square footage. The overall master plan proposes a 9500-unit maximum dwelling cap, which has been used to calculate school and park needs.

b) A copy of any draft or final pre-annexation agreement, if available;

Attached find the most recent draft of the Amara Annexation Agreement.

c) A statement setting forth the plans of the municipality for extending to or otherwise providing for, within the area to be annexed, municipal services performed by or on behalf of the municipality at the time of annexation;

If the annexation is approved by the City Council, municipal services (utilities, fire, police, etc.) will be provided by the City of Colorado Springs. The details of service to be provided are captured in the annexation agreement (see attached 'Draft Amara Annexation Agreement') and as depicted on the Amara Master Plan (attached).

The overall development of this area is projected in six phases (see 'Amara Master Plan' attachment) which identify all required improvements with each phase as well as any school or park land which will be zoned and dedicated to the City or school district as part of each phase. This also outlines the roadways associated with development as it progresses through the phases and the responsibilities for those roadway improvements which are discussed in more detail on the Amara Master Plan and within the Amara Annexation Agreement.

d) A statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the area to be annexed;

This property will be subject to the final annexation agreement provisions regarding extension of public facilities and utilities. The agreement details the extension responsibilities for utilities and public infrastructure. In addition to support the further explanation of utility extensions please see the attached 'Amara Annexation_CSU Service Information' document.

e) A statement identifying existing districts within the area to be annexed; and

According to El Paso County Assessor records, the subject property is in the following districts:

- Pikes Peak Library District,
- Ellicott Metropolitan District,
- Ellicott School District 22,
- Widefield School District 8.
- Fountain Fort Carson School District 8,
- Central Colorado Conservation, and
- Southeastern Colorado Water Conservancy District

f) A statement on the effect of annexation upon local-public school district systems, including the estimated number of students generated and the capital construction required to educate such students.

The Amara Master Plan covers three separate school districts that are subject to the PLDO Ordinance for school dedications: Fountain Fort Carson District 8, Widefield District 3 and Ellicott District 22. The master plan provides a breakdown of the total school land dedication provided based on input from each District. In analysis of each District's area, school sites have been established within that District's boundaries. (see 'Amara Master Plan' attachment) These sites are further accounted for in the phasing plan for understanding when each area will be developed, and an applicable school site dedicated to the District. Each School District has been included in an in-depth review of the needed school facilities; City staff has received final letters of support (see 'School District Letters' attachment) from all three Districts. Per the master plan, the developer has an obligation for a total of 139.98 acres of school land. They are currently providing nine (9) school sites with a total of 125 acres; any outstanding balance will be paid in fees in lieu of land per the PLDO Ordinance.

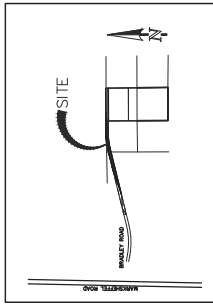
ANNEXATION PLAT AMARA ADDITION NO. 4

BEING A PORTION OF SECTIONS 6 AND 7, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND A PORTION OF SECTIONS 1, 11 AND 12 TOWNSHIP 16 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN EL PASO COUNTY, COLORADO

BE IT KNOWN BY THESE PRESENTS:
THAT _____, A HOME RULE CITY AND COLORADO MUNICIPAL CORPORATION, BEING THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND TO WIT:

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF SECTIONS 6 AND 7, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND SECTIONS 1, 11 AND 12 TOWNSHIP 16 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 GOVERNMENT LOTS 1 AND 2, IN SECTION 7, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
ALUMINUM SURVEYORS' GAP IN RANGE BOX STAMPED "EL PASO COUNTY LOT 2200 LS 17488; FLUSH WITH GROUND AND AT THE SOUTHERLY END BY A 3-1/4" ALUMINUM SURVEYORS' GAP STAMPED "PS INC 1944 PLS 12103" FLUSH WITH GROUND IS ASSUMED TO BEARS N007°10'W, A DISTANCE OF 2635.08 FEET.
COMMENCING AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO;
THENCE N07°35'51"W, A DISTANCE OF 4477.71 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID PARCEL BEING THE POINT OF BEGINNING;
THENCE N71°12'24"E, A DISTANCE OF 2440.70 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID BRADLEY ROAD;
THENCE ON THE NORTHERLY RIGHT OF WAY LINE OF SAID BRADLEY ROAD AS PLATTED IN PARCEL 2 THE FOLLOWING THREE (3) COURSES:
1. N78°11'13"E, A DISTANCE OF 1721.09 FEET TO A POINT OF CURVE;
ON THE ARC OF CURVE TO THE RIGHT HAVING A DELTA OF 13°39'41", A RADIUS OF 5100.00 FEET AND A DISTANCE OF 1721.09 FEET TO A POINT OF TANGENCY;
2. N89°05'57"E, ON A LINE 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, A DISTANCE OF 1918.46 FEET TO A POINT ON CURVE SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID BRADLEY ROAD;
THENCE ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID BRADLEY ROAD THE FOLLOWING TWO (2) COURSES:
1. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S00°00'02"E, HAVING A DELTA OF 13°39'41", A RADIUS OF 4895.00 FEET AND A DISTANCE OF 1467.15 FEET TO A POINT OF TANGENCY;
2. S78°11'13"W, A DISTANCE OF 4122.63 FEET TO THE POINT OF BEGINNING.
CONTAINING A CALCULATED AREA OF 24.430 ACRES (1,084,174 SF).



SURVEYOR'S STATEMENT:
I, DOUGLAS P. REINEL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I AM THE SURVEYOR OF RECORD FOR THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIMETER BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO.

DATE OF PREPARATION: OCTOBER 5, 2021
TOTAL PERIMETER: 14464.18 FEET
1/4TH PERIMETER: 3616.05 FEET
PERIMETER CONTIGUOUS TO CITY LIMITS: 2410.70 FEET

DOUGLAS P. REINEL, PROFESSIONAL LAND SURVEYOR
DATE _____
FOR AND ON BEHALF OF _____
CLASSIC CONSULTING ENGINEERS
AND SURVEYORS, LLC

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. IN NO EVENT, MAY ANY DEFECT IN THIS SURVEY BE CHALLENGED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

CITY APPROVAL:
ON BEHALF OF THE CITY OF COLORADO SPRINGS, THE UNDERSIGNED HEREBY APPROVE FOR FILING THE ACCOMPANYING ANNEXATION PLAT OF "AMARA ADDITION NO. 4".

CITY PLANNING DIRECTOR _____ DATE _____
CITY ENGINEER _____ DATE _____

THE ANNEXATION OF THE REAL PROPERTY SHOWN ON THIS PLAT IS APPROVED BY THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, BY ACTIONS OF THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS AT ITS MEETING ON _____ DAY OF _____, 20____ A.D.

CITY CLERK _____ DATE _____

CLERK AND RECORDER:
STATE OF COLORADO } ss
COUNTY OF EL PASO }
I, _____, CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AND IS DULY RECORDED AT RECEPTION NO. _____ OF THE RECORDS OF EL PASO COUNTY, COLORADO.
CHUCK BROERMAN, RECORDER
BY: DEPUTY _____
FEE: _____
SURCHARGE: _____

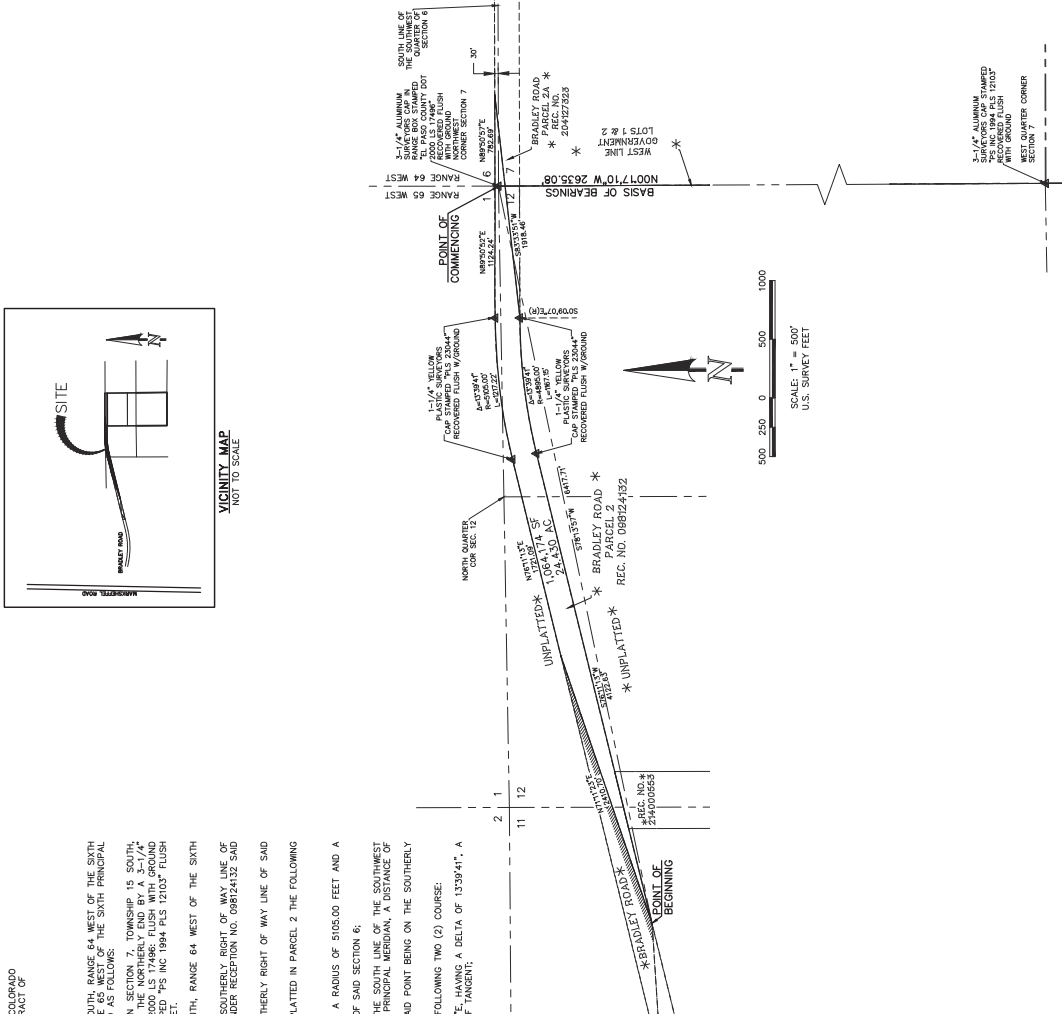
ANNEXATION PLAT
AMARA ADDITION NO. 4
JOB NO. 2550.03
OCTOBER 5, 2021
SHEET 1 OF 1



PRELIMINARY
THIS DOCUMENT HAS NOT BEEN
PLAT CHECKED

619 N. Cascade Avenue, Suite 200
Colorado Springs, Colorado 80903
(719) 595-0790
(719) 595-0799 (FAX)

CITY FILE NO. CPC A 21-00200



LEGEND
* CITY LIMITS
// RURAL BEARING
▲ RECOVERED MONUMENT, AS NOTED

OWNER:
JOHN W. SUTHERS, MAYOR
ATTEST:
CITY CLERK _____
STATE OF COLORADO }
COUNTY OF EL PASO }
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY _____, CLERK OF SAID COUNTY, COLORADO, A HOME RULE CITY AND COLORADO MUNICIPAL CORPORATION.
WITNESS MY HAND AND SEAL
MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

ANNEXATION PLAT

AMARA ADDITION NO. 10

BEING A PORTION OF SECTION 26 AND SECTION 35, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN EL PASO COUNTY, COLORADO

BE IT KNOWN BY THESE PRESENTS:
 THAT TEE CROSS RANCHES LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT:

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF SECTION 26 AND SECTION 35, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:
 THE NORTH LINE OF THE SOUTH HALF OF SECTION 26, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 ALUMINA SURVEYORS CAP STAMPED "NOV 2004" IS 16100' RECOVERED FLUSH W/ GROUND IS ASSUMED TO BEAR N89°26'56"E, A DISTANCE OF 5294.72 FEET.

COMMENCING AT THE SOUTH ONE-SIXTEENTH CORNER OF SECTION 26, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N89°26'56"E, ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 26, A DISTANCE 500'42.22";

THENCE S00°42'22"E, A DISTANCE OF 1321.00 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 26;

THENCE N89°29'10"E, ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 2643.74 FEET, TO THE SOUTHWEST CORNER OF SAID SECTION 26, A DISTANCE 2643.74 FEET, TO THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO;

THENCE S00°49'21"E, ON THE EAST LINE OF SECTION 35, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, A DISTANCE OF 2844.52 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 35;

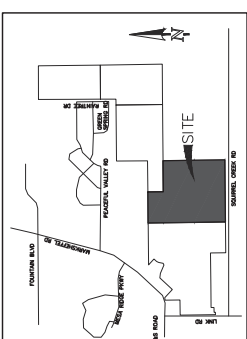
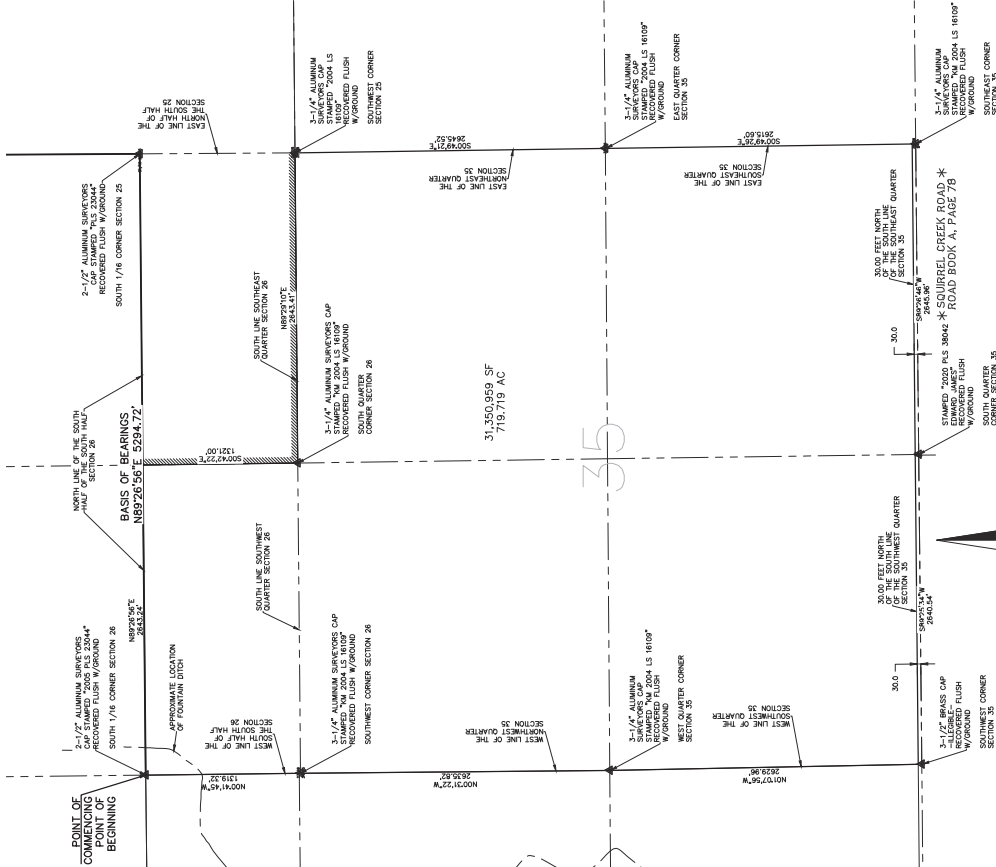
THENCE S00°49'26"E, ON SAID EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 2815.60 FEET TO A POINT 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35;

THENCE S89°26'48"W, ON A LINE 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, SAID POINT BEING ON A LINE 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 2840.54 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 2840.54 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35;

THENCE N01°17'58"W, ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 2623.80 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 35;

THENCE N01°17'57"W, ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 2635.82 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 35, A DISTANCE OF 2635.82 FEET TO THE POINT OF BEGINNING, HALF OF THE SOUTH HALF OF SAID SECTION 26, A DISTANCE OF 1318.52 FEET TO THE POINT OF BEGINNING, HALF OF THE SOUTH HALF OF SAID SECTION 26.

CONTAINING A CALCULATED AREA OF 719,719 ACRES (31,350,959 SF).



VICINITY MAP
 NOT TO SCALE

DATE OF PREPARATION: OCTOBER 5, 2021

TOTAL PERIMETER: 32340.32 FEET

1/4TH PERIMETER: 3867.23 FEET

PERIMETER CONTIGUOUS TO CITY LIMITS: 38644.43 FEET

SURVEYOR'S STATEMENT:
 I, DOUGLAS P. REINELT, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I AM THE SURVEYOR OF RECORD FOR THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIMETER BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO.

DOUGLAS P. REINELT, PROFESSIONAL LAND SURVEYOR
 10000 N. WINDY HILLS BLVD
 SUITE 100
 COLORADO SPRINGS, CO 80901
 CLASSIC CONSULTING ENGINEERS
 AND SURVEYORS, LLC

DATE _____

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. IN NO EVENT, MAY ANY ACTION BE BROUGHT OR DEFENSE BE COMINGED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

CITY APPROVAL:
 ON BEHALF OF THE CITY OF COLORADO SPRINGS, THE UNDERSIGNED HEREBY APPROVE FOR FILING THE ACCOMPANYING ANNEXATION PLAT OF "AMARA ADDITION NO. 10".

CITY PLANNING DIRECTOR _____ DATE _____

CITY ENGINEER _____ DATE _____

THE ANNEXATION OF THE REAL PROPERTY SHOWN ON THIS PLAT IS APPROVED BY THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, BY ACTIONS OF THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS AT ITS MEETING ON _____ DAY OF _____, 20____ A.D.

CITY CLERK _____ DATE _____

CLERK AND RECORDER:
 STATE OF COLORADO } ss
 COUNTY OF EL PASO }
 I, _____, HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AND IS DULY RECORDED AT RECEPTION NO. _____ OF _____, _____ OF THE RECORDS OF EL PASO COUNTY, COLORADO.

CHUCK BROERMAN, RECORDER

BY: DEPUTY _____

FILE: _____

SURCHARGE: _____

ANNEXATION PLAT
 AMARA ADDITION NO. 10
 JOB NO. 2550.03
 OCTOBER 5, 2021
 SHEET 1 OF 1

PRELIMINARY
 THIS DOCUMENT HAS NOT BEEN PLAT CHECKED

LEGEND
 * CITY LIMITS
 (R) RURAL BEARING
 ▲ RECOVERED MONUMENT, AS NOTED

SCALE: 1" = 500'
 U.S. SURVEY FEET

0 500 1000

CITY FILE NO. CPC A 21-00206

610 N. Cascade Avenue, Suite 200
 Colorado Springs, Colorado 80901

(719)785-0790
 (719)785-0799 (fax)

OWNER:
 TEE CROSS RANCHES LLC, A COLORADO LIMITED LIABILITY COMPANY
 HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 20____ A.D.

BY: _____

TITLE: _____

STATE OF COLORADO) ss
 COUNTY OF _____)

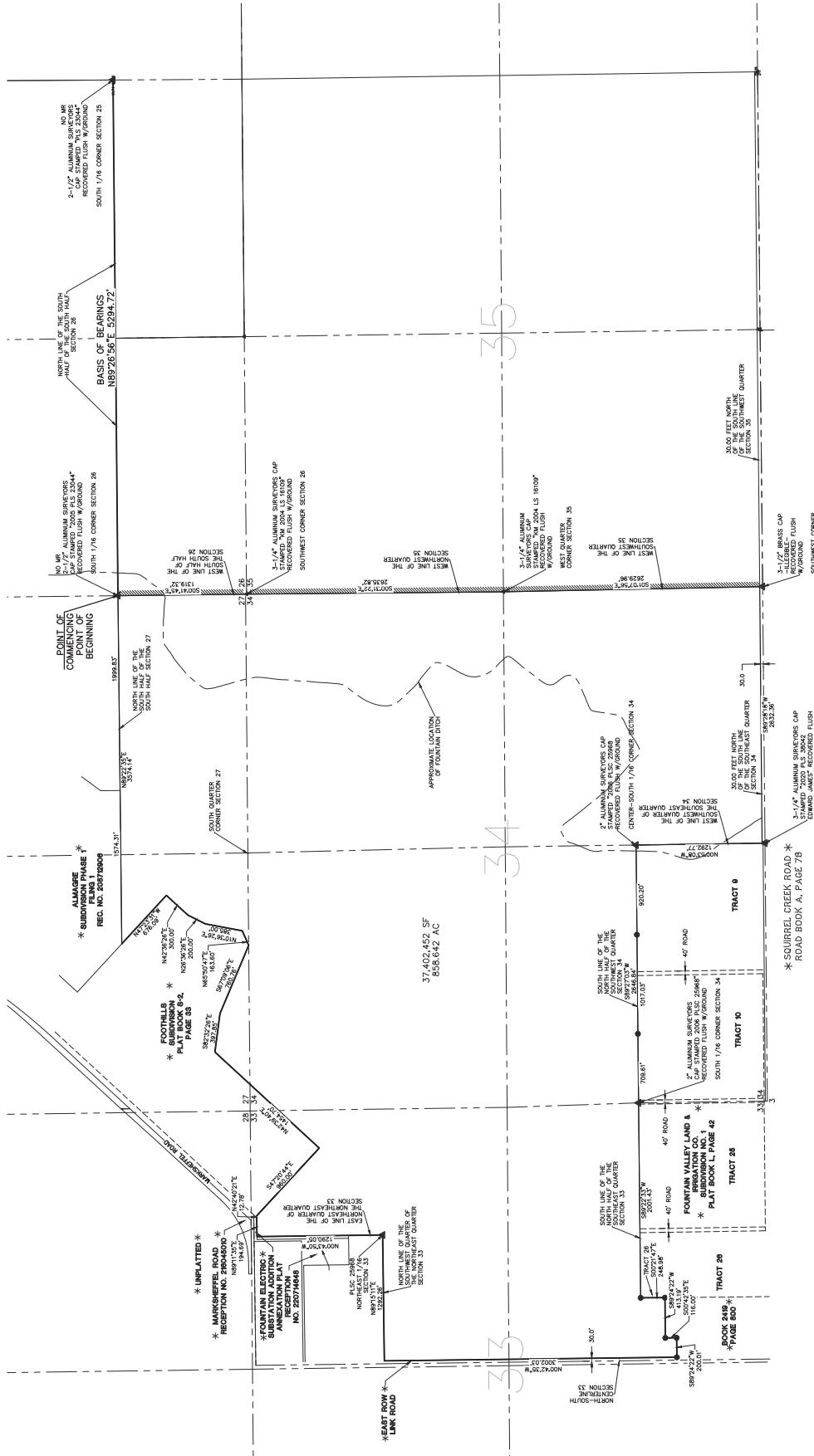
NOTARY:
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____ A.D. BY _____ AS _____ OF TEE CROSS RANCHES LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

ANNEXATION PLAT AMARA ADDITION NO. 11

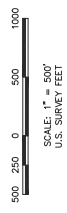


ANNEXATION PLAT
AMARA ADDITION NO. 11
JOB NO. 25510.03
OCTOBER 5, 2021
SHEET 2 OF 2



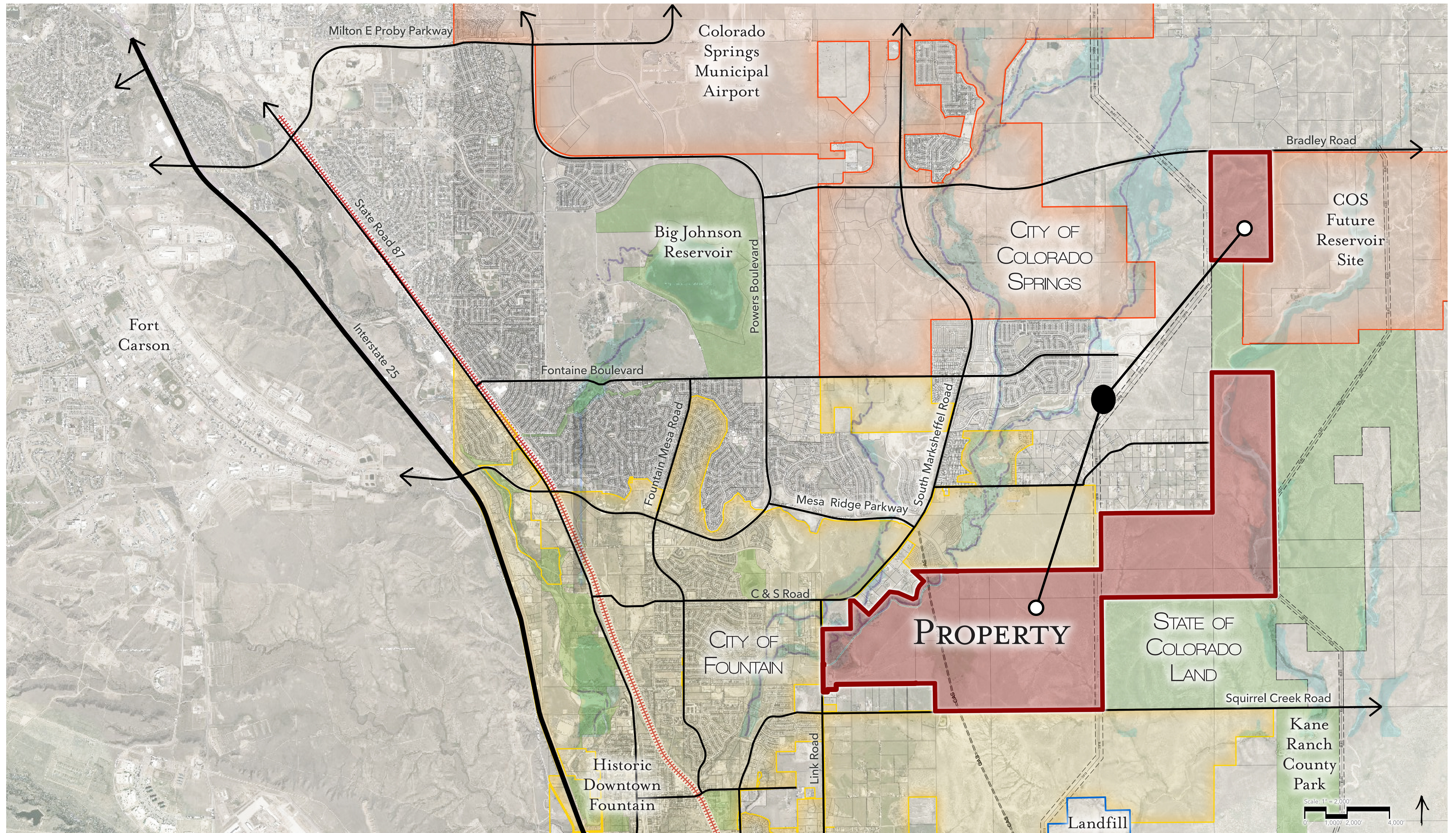
PRELIMINARY
THIS DOCUMENT HAS NOT BEEN
PLAT CHECKED

- LEGEND**
- CITY LIMITS
 - PROPOSED BOUNDARY AS LINED
 - ▲ IRON NAILS WITH 1" ALUMINUM SURVEYORS CAP STAMPED "M 2004 LS 1910P"
 - 1" IRON PINS RECOVERED FLUSH WITH GROUND

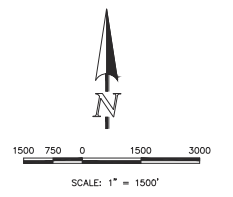
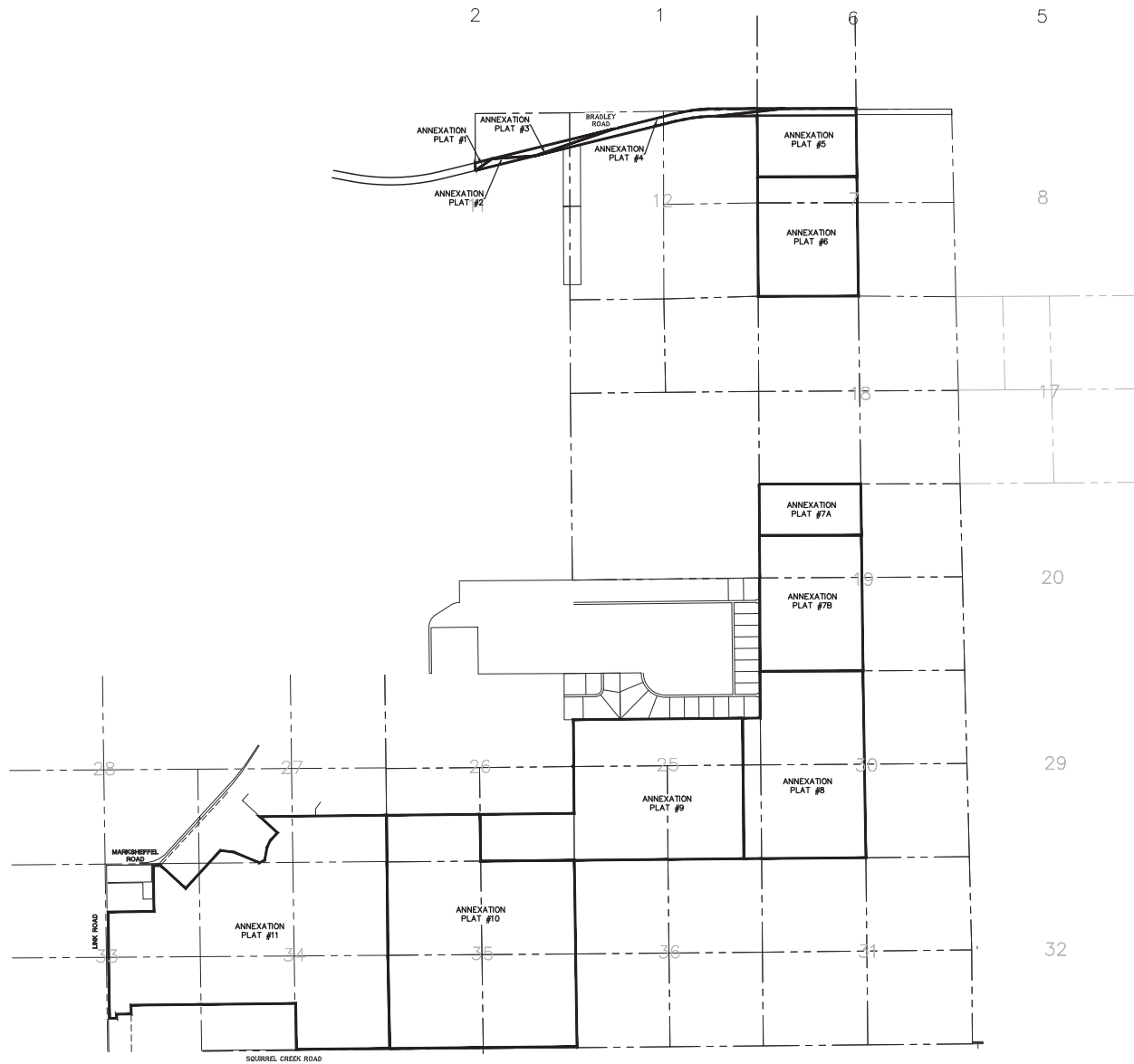


CITY FILE NO. CPC A 21-00207
610 N. Comstock Avenue, Suite 200
Orem, UT 84057
(801) 225-0790
(801) 225-0799 (FAX)

LOCATION MAP



AMARA ADDITIONS



AMARA ADDITIONS
 JOB NO. 2550.03
 OCTOBER 5, 2021
 REV. JUNE 27, 2022
 SHEET 1 OF 1



DATE:	12/18/2021
BY:	DTJ
FOR:	LA PLATA CRUZ HOLDINGS, LLC
PROJECT:	AMARA MASTERPLAN
REVISION:	5.16.2022
REVISION:	6.23.2022
REVISION:	7.14.2022

AMARA MASTERPLAN

CITY OF COLORADO SPRINGS, CO

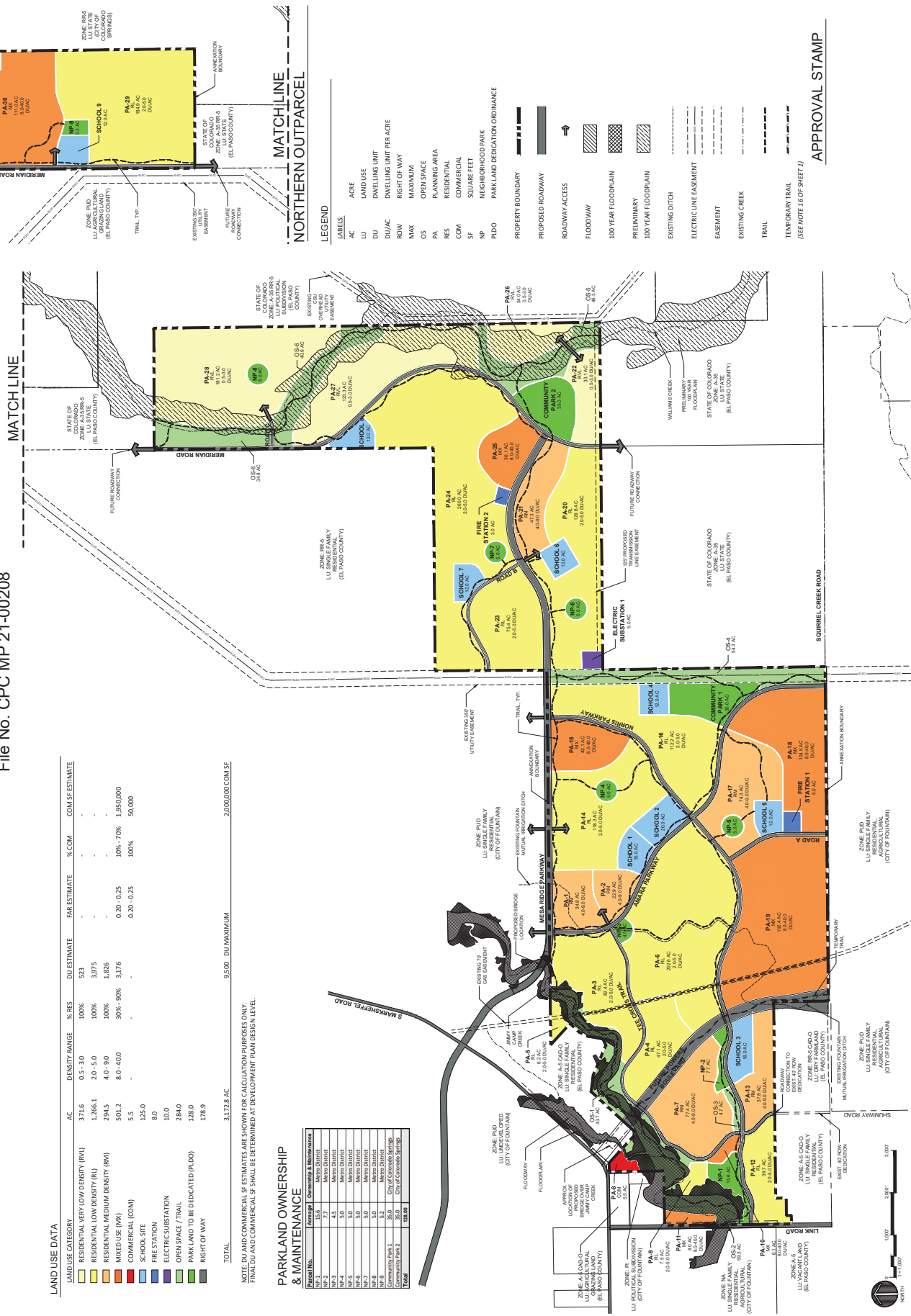
File No. CPC MP 21-00208

LAND USE CATEGORY	AC	DENSITY RANGE	% RES	DU ESTIMATE	PAR ESTIMATE	% COM	COM SF ESTIMATE
RESIDENTIAL VERY LOW DENSITY (RV)	371.6	0.5 - 3.0	100%	523	-	-	-
RESIDENTIAL LOW DENSITY (RL)	1,286.1	2.0 - 5.0	100%	3,975	-	-	-
RESIDENTIAL MEDIUM DENSITY (RM)	2,945	4.0 - 9.0	100%	1,826	-	-	-
MIXED USE (MU)	504.2	8.0 - 40.0	30% - 90%	3,176	0.20 - 0.25	10% - 70%	1,950,000
COMMERCIAL (COM)	5.5	5.5	100%	50,000	0.20 - 0.25	100%	50,000
SCHOOL SITE	125.0	-	-	-	-	-	-
ELECTRIC SUBSTATION	10.0	-	-	-	-	-	-
OPEN SPACE / TRAIL	284.0	-	-	-	-	-	-
PARKLAND TO BE DEDICATED (PDD)	128.0	-	-	-	-	-	-
RIGHT OF WAY	178.9	-	-	-	-	-	-
TOTAL	3,172.8 AC			9,500 DU MAXIMUM			2,000,000 COM SF

NOTE: DU AND COMMERCIAL SF ESTIMATES ARE SHOWN FOR CALCULATION PURPOSES ONLY. FIN DU AND COMMERCIAL SF SHALL BE DETERMINED AT DEVELOPMENT PLAN DESIGN LEVEL.

PARKLAND OWNERSHIP & MAINTENANCE

NO.	DESCRIPTION	OWNER	MAINTENANCE
1	PA-1	LA PLATA CRUZ HOLDINGS, LLC	CITY OF COLORADO SPRINGS
2	PA-2	METRO DISTRICT	METRO DISTRICT
3	PA-3	METRO DISTRICT	METRO DISTRICT
4	PA-4	METRO DISTRICT	METRO DISTRICT
5	PA-5	METRO DISTRICT	METRO DISTRICT
6	PA-6	METRO DISTRICT	METRO DISTRICT
7	PA-7	METRO DISTRICT	METRO DISTRICT
8	PA-8	METRO DISTRICT	METRO DISTRICT
9	PA-9	METRO DISTRICT	METRO DISTRICT
10	PA-10	METRO DISTRICT	METRO DISTRICT
11	PA-11	METRO DISTRICT	METRO DISTRICT
12	PA-12	METRO DISTRICT	METRO DISTRICT
13	PA-13	METRO DISTRICT	METRO DISTRICT
14	PA-14	METRO DISTRICT	METRO DISTRICT
15	PA-15	METRO DISTRICT	METRO DISTRICT
16	PA-16	METRO DISTRICT	METRO DISTRICT
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99	PA-99	METRO DISTRICT	METRO DISTRICT
100	PA-100	METRO DISTRICT	METRO DISTRICT



LEGEND

- AC ACRE
- DU DWELLING UNIT PER ACRE
- ROW RIGHT OF WAY
- MAX MAXIMUM
- OS OPEN SPACE
- PA PLANNING AREA
- RES RESIDENTIAL
- COM COMMERCIAL
- SF SQUARE FEET
- PDD PARKLAND DEDICATION ORDINANCE

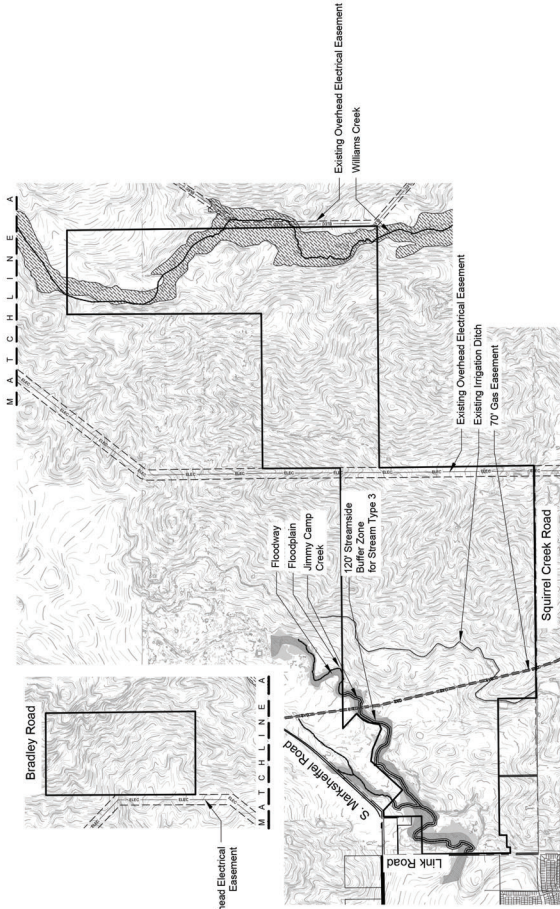
APPROVAL STAMP

APPROVAL STAMP
 (SEE NOTE 16 OF SHEET 1)

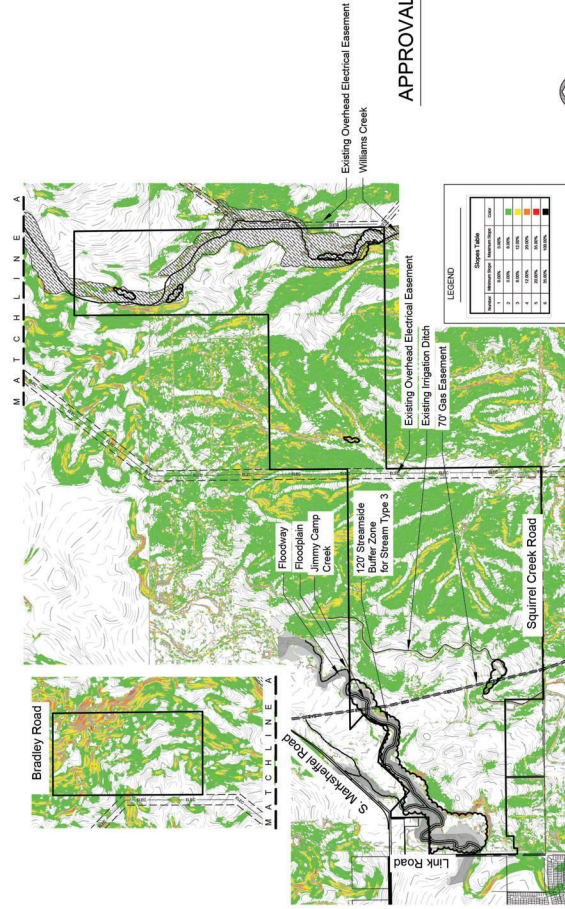
DESIGNED BY:	AMR, DTJ
CHECKED BY:	AMR, DTJ
PROJECT NO.:	201906611
DATE PLOTTED:	12.10.2021
DATE:	3-4-2022
DATE:	5-16-2022
DATE:	6-22-2022

LAND
 SUSTAINABILITY
 ANALYSIS

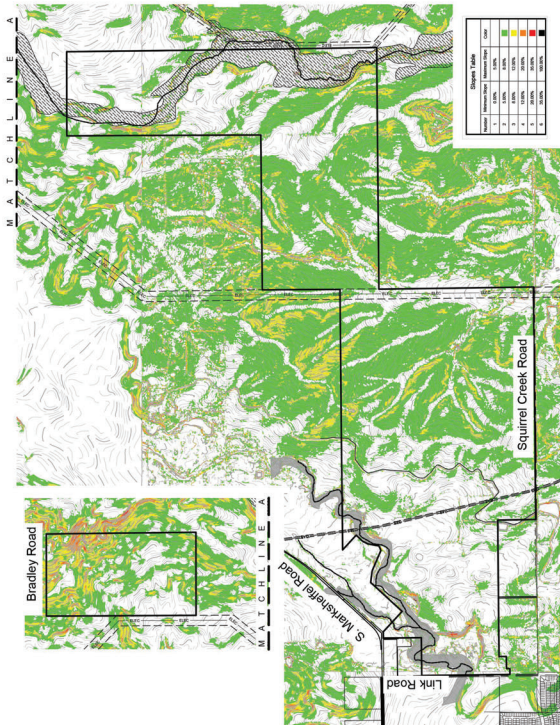
AMARA MASTERPLAN
 CITY OF COLORADO SPRINGS, CO
 File No. CPC MP 21-00208



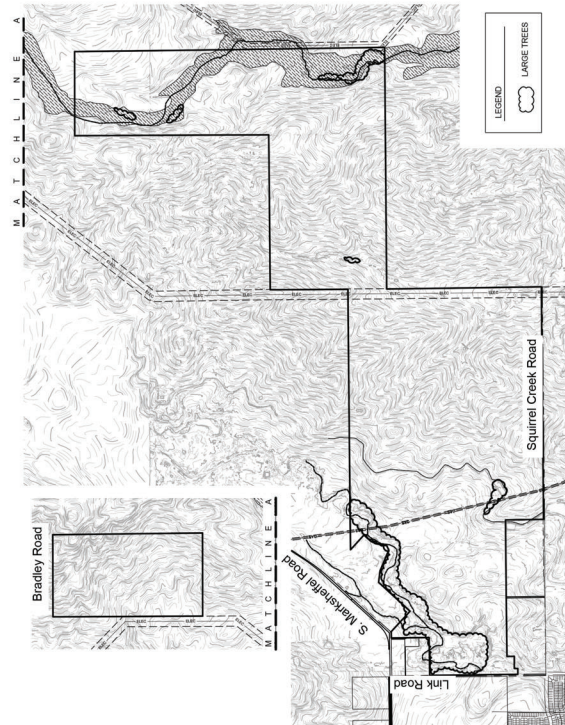
NATURAL FEATURES AND EXISTING CONDITIONS



COMPOSITE ANALYSIS



SLOPE ANALYSIS



VEGETATION ANALYSIS

Drawing 1:1/20196610-South Branch for City of Colorado Springs, CO
 Last Saved: February 13, 2022 5:04:19 PM by: Mjg
 Copyright © All Rights Reserved DTJ Design, Inc. 2019

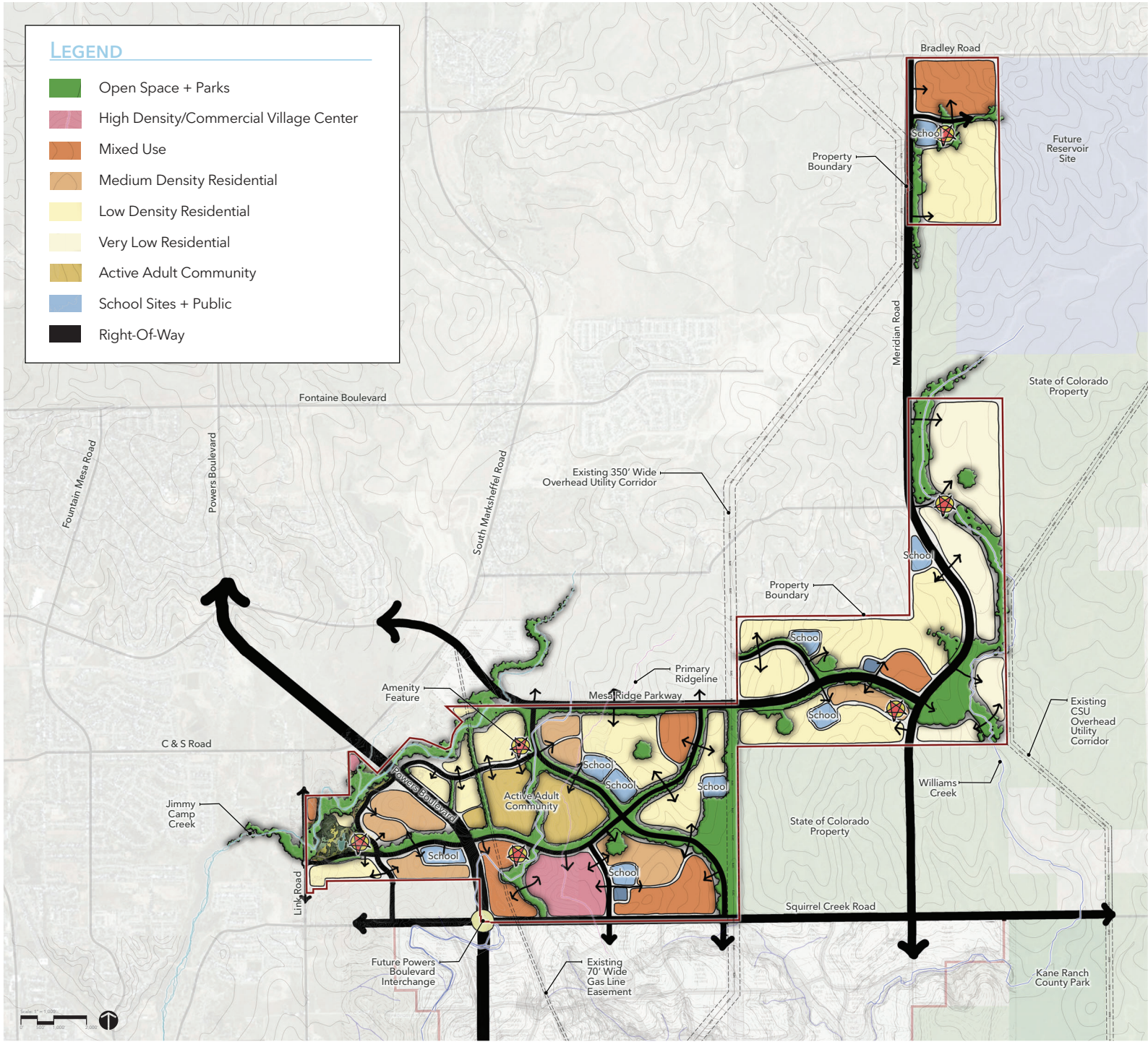


APPROVAL STAMP

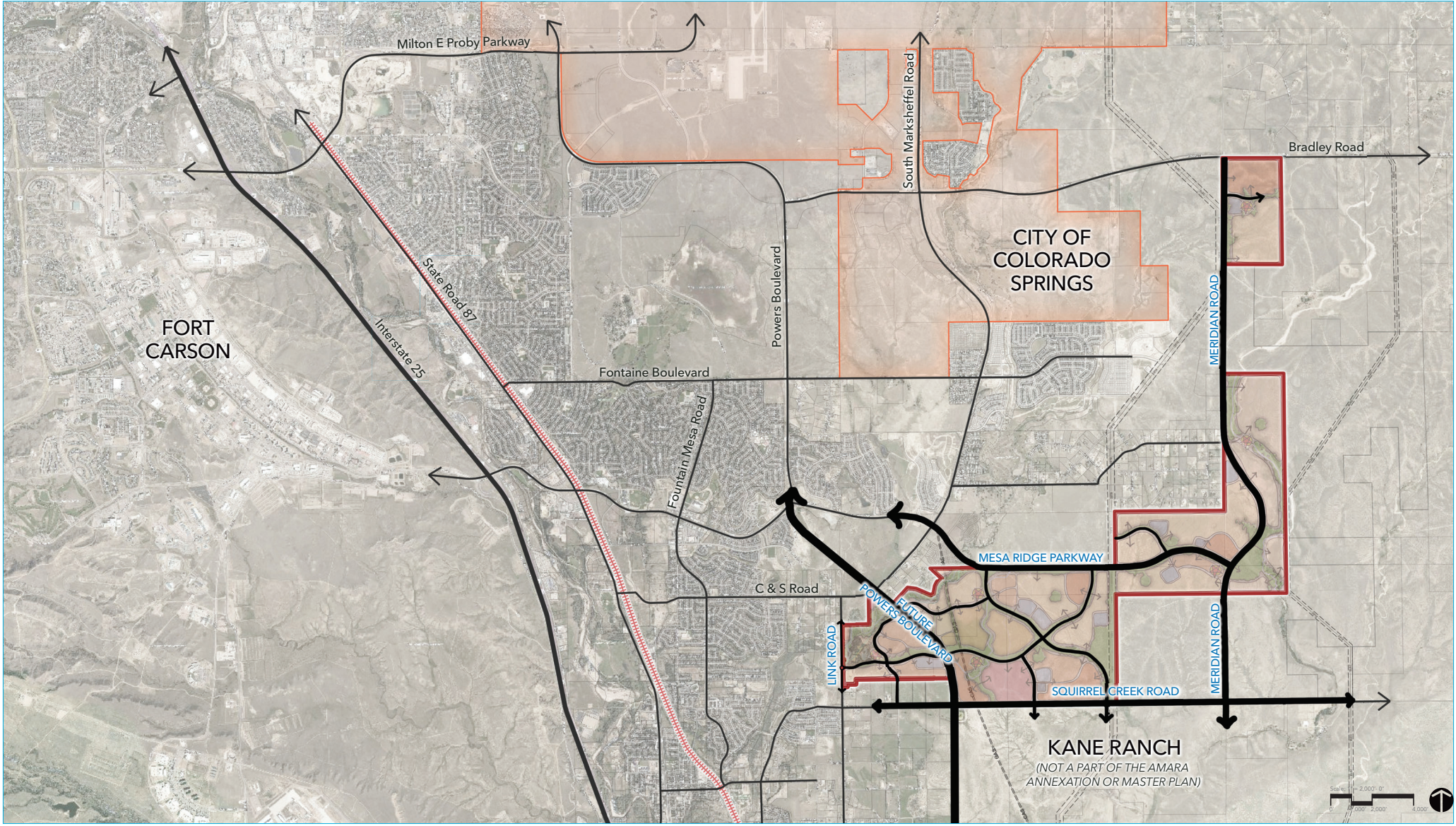
Conceptual Masterplan

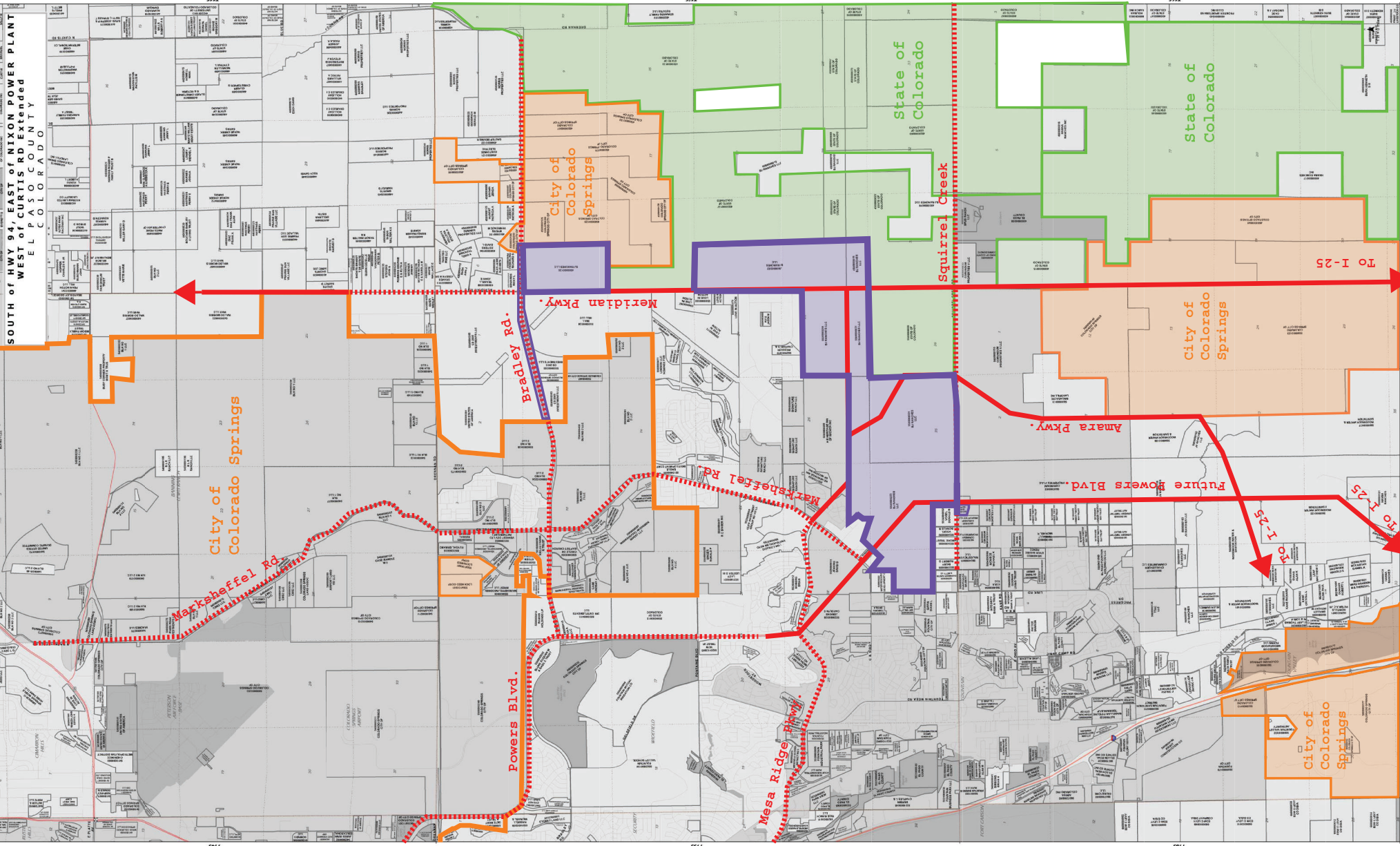
LEGEND

- Open Space + Parks
- High Density/Commercial Village Center
- Mixed Use
- Medium Density Residential
- Low Density Residential
- Very Low Residential
- Active Adult Community
- School Sites + Public
- Right-Of-Way



Roadway Context Exhibit





SOUTH OF HWY 94, EAST OF NIXON POWER PLANT
WEST OF CURTIS RD. EXTENDED
JURISDICTION
C O L O R A D O

City of Colorado Springs

Marksheffel Rd.

Powers Blvd.

Bradley Rd.

Meridian Pkwy.

Mesa Ridge Pkwy.

Marksheffel Rd.

Amara Pkwy.

Future Powers Blvd.

Squirrel Creek

State of Colorado

State of Colorado

City of Colorado Springs

City of Colorado Springs

TO I-25

TO I-25

TO I-25

7145

7155

7165

7145

7155

7165

7145

7155

7165

**AMARA ADDITION NO. XXX
ANNEXATION AGREEMENT**

THIS ANNEXATION AGREEMENT (the “Agreement”), dated this ____ day of _____, 2022, is between **THE CITY OF COLORADO SPRINGS, a home rule city and Colorado municipal corporation** (the “City”), on the one hand, and **TEE CROSS RANCHES, LLC, a Colorado limited liability company** (“Tee Cross”) and **LA PLATA CRUZ HOLDINGS, LLC, a Colorado limited liability company** (“La Plata Cruz”, and together with Tee Cross, collectively referred to herein as the “Owner”) on the other. The Owner or the City may be referred to individually as a “Party” or together as the “Parties”.

**I.
INTRODUCTION**

The Owner owns all of the real property located in El Paso County, Colorado, more particularly identified and described on the legal description attached as **Exhibit A** (the “Property”).

Growth of the Colorado Springs metropolitan area makes it likely that the Property will be developed in the future. The Owner will be required to expend substantial amounts of funds to install infrastructure needed to service the Property. Therefore, the Owner desires to clarify its rights and obligations with respect to, among other things, installation of or payment for off-site and on-site infrastructure or improvements. Additionally, the Parties wish to clarify the City’s agreements to provide services to the Property and to make cost recoveries available to the Owner, among other things more particularly set forth herein. Subject to the terms and conditions set forth in this Agreement, both the City and the Owner wish to annex the Property into the municipal bounds of the City of Colorado Springs to ensure the Property’s orderly development. In consideration of the mutual covenants contained in this Agreement, the receipt and sufficiency of which are acknowledged by each of the Parties, the City and the Owner each agree as follows.

**II.
ANNEXATION**

The Owner has petitioned the City for annexation of the Property described in **Exhibit A** attached hereto. The annexation will become effective upon final approval by the City Council and upon the recording with the El Paso County Clerk and Recorder (the “Records”) of each of the following: (1) this Agreement; (2) the annexation plat; (3) the special warranty deed, and irrevocable consent to the appropriation, withdrawal, and use of groundwater (in the form of **Exhibit B** attached hereto) (the “Deed”); and (4) the annexation ordinance.

All references to the Property refer to the real property legally described in **Exhibit A** attached hereto, except as otherwise expressly indicated.

**III.
LAND USE**

The Owner has proposed and submitted to the City for approval the Amara Master Plan (File No. CPC MP 21-00208) (the “Amara Master Plan”). The Owner agrees to comply with the approved Amara Master Plan or any amendment to the Amara Master Plan approved in accordance with applicable provisions of the Code of the City of Colorado Springs 2001, as amended (the “City Code”). All references to City Code include any revisions or recodifications that may happen in the future.

IV. **ZONING**

A. Zoning. The City, through the City's Planning and Community Development Department ("City Planning"), agrees to recommend that the initial zoning for the Property be "A (Agricultural)" upon annexation. The City and the Owner acknowledge that the "A (Agricultural)" zoning for the Property is only a holding zone until the Owner is ready to develop all or portions of the Property. At the time of development of all or portions of the Property, the Owner will be required to petition the City for a specific zoning designation that is appropriate for development of the subject portion of the Property being proposed for development, all in compliance with the Amara Master Plan. At that time, a full public process is recommended to discuss potential land uses. No potential land uses are established with this Agreement. The Owner acknowledges that the Property may also be subject to an Avigation Easement to be imposed over the entire Property. The Owner further acknowledges and understands that the City Council determines what an appropriate zoning designation is for all or portions of the Property, and that the recommendation for zoning in this Agreement does not bind the Planning Commission or City Council to adopt the recommended zoning for the Property.

B. Change of Zoning. Any future change of zoning request for all or any portion of the Property shall conform to the Amara Master Plan, as approved or as amended by the City in the future. Rezoning in accordance with the zones reflected in the Amara Master Plan will occur prior to actual development of all or any applicable portion of the Property.

V. **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 that certain public facilities and improvements 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 the land which, after being constructed by the Owner, or after having been caused to be constructed by the Owner, and after having been accepted by the City, shall be maintained by the City or another public entity. 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 (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 VI. "Utilities Services" and Section VII. "Water Rights" of this Agreement); (2) 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 (as defined in City Code § 7.7.1001-1006); (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 Chapter 7, Article 7 of the City Subdivision Code, unless otherwise specifically provided for in this Agreement. Those specifically modified public facilities and improvements provisions are as follows in (B) through (G):

B. Metropolitan Districts. The Owner intends to place the Property within the boundaries of Amara Metropolitan District No. 1 through 12 (the "Metro District(s)") to be created immediately after annexation of the Property to finance, design, extend, install, construct and maintain specific public facilities and improvements as identified in this Agreement and as permitted by law. The public facilities and improvements include, among other things, various tracts for landscaping and drainage, and public utility and off-site utility infrastructure, all as identified or to be identified in the various concept plans, development plans and/or plats for the Property. The Owner agrees that all such public facilities and improvements shall be identified in such concept plans, development plans, plats and/or construction documents for the Property, and that except as set forth in this Agreement or in any other agreement between the City and the Owner, such public facilities and improvements will be the responsibility of the Owner to finance, design, extend, install, construct, and maintain. Where public

improvements are referenced in this Agreement and indicate construction, financing or operation by the Owner, the Owner shall be allowed to utilize the Metro Districts for such purposes to the extent legally allowed.

C. Streets, Bridges, and Traffic Control. Unless agreed to elsewhere in this Agreement, the Owner agrees to construct, at the Owner's expense as and to the extent more particularly described below, those certain streets, bridges and traffic improvements adjacent to or within the Property described below, all of which are more particularly described in "The Amara Development Revised Traffic Impact Study" prepared by Wilson & Company, Inc., Engineers & Architects ("Wilson & Company") dated March 2022 which the City has reviewed and accepted (the "Wilson TIS"). Streets, bridges and traffic improvements shall also include, as applicable, mutually acceptable dedications of rights-of-way and easements, and extension of streets and rights-of-way. The provisions of City Code §§ 7.7.706 (Reimbursements) and 7.7.1001-1006 (Arterial Roadway Bridges) are excluded. City financial participation or reimbursement for arterial streets and Arterial Roadway Bridges (as defined in City Code § 7.7.1001-1006) within the Property will not be allowed.

In connection with the Owner's construction of certain streets, bridges and traffic improvements contemplated by this Article V, Subsection C of this Agreement, the Owner and the City each acknowledge that, pursuant to the provisions of the "Annexation Agreement" dated June 26, 2007 entered into between the City of Fountain (the "City of Fountain"), on the one hand, and H.E. Heritage Inn of Wichita, Inc. and C.Y. Heritage Inn of Beavercreek, Inc. (collectively and together with their successors and assigns, "Heritage") on the other hand, recorded in the Records on August 22, 2007 at Reception No. 207109989 (the "Almagre Annexation Agreement"), Heritage and the City of Fountain contemplated that Heritage would enter into one or more cost sharing agreements for purposes of sharing the costs associated with the construction and completion of certain roadway and traffic improvements associated with the project contemplated by the Almagre Annexation Agreement (the "Almagre Project"), including the extension of Mesa Ridge Parkway and the associated Jimmy Camp Creek bridge improvements (the "Cost Sharing Agreement(s)"). In addition, in the Almagre Annexation Agreement the City of Fountain agreed to coordinate and cooperate in the formation of such Cost Sharing Agreements, and the Owner intends to negotiate and enter into such Cost Sharing Agreement(s) with Heritage and other developers of properties benefitted by the completion of such improvements that are described below (collectively, the "Benefitted Owners"). The Cost Sharing Agreement(s) shall set forth the Owner's and the Benefitted Owners' agreements with respect to the sharing of costs associated with the construction and completion of all such streets, bridges and traffic improvements. The City expressly agrees that the Owner's obligation to complete the streets, bridges and traffic improvements contemplated by this Article V, Subsection C of this Agreement, and the Owner's right to develop the portion of the Property supported by such streets, bridges, and traffic improvements, is contingent upon the Owner entering into such definitive Cost Sharing Agreement(s) with the Benefitted Owners, and with the City of Fountain if the City of Fountain owns all or a portion of the right-of-way through the Almagre Project, and in connection therewith, the City agrees to coordinate, to cooperate and to assist the Owner in negotiating and entering into such Cost Sharing Agreement(s). The Cost Sharing Agreement(s) shall be in a form acceptable to all parties.

1. Streets and Bridges:

a. The Owner agrees to comply with the timing and phasing of construction responsibilities outlined specifically on the phasing plan of the Amara Master Plan, or any other applicable land use plan, and any subsequent amendments thereto.

b. With respect to the intersection of Mesa Ridge Parkway and Marksheffel Road (the "Marksheffel Intersection"), the Owner will be responsible for constructing: (i) all single left turn lanes associated with the Marksheffel Intersection; (ii) a northbound Marksheffel Road single right turn lane, (iii) a westbound Mesa Ridge Parkway single right turn lane, and (iv) all single eastbound and westbound through lanes at the Marksheffel Intersection, all as contemplated by the Wilson TIS, with all such improvements to be constructed during the Owner's development of Amara Phase 1 (as referenced in the Wilson TIS). The Owner shall be relieved of the foregoing obligations to the extent that El Paso County (the "County") and/or Heritage or any of the other Benefitted Owners have previously constructed or undertaken to construct such Marksheffel Intersection improvements in connection with the County's existing plans for the expansion and improvement of the Marksheffel Intersection. To the extent that the

Owner constructs such improvements, the Owner shall be entitled to reimbursement of a portion of its costs and expenses pursuant to the terms of the Cost Sharing Agreement(s). The City and the Owner each acknowledge that Mesa Ridge Parkway will eventually be extended south and east of the Marksheffel Intersection through to its ultimate termination at Meridian Road located within Amara Phase 4 (as depicted in the Roadway Improvement Exhibit attached hereto as **Exhibit D**, the “Roadway Improvement Exhibit”) all identified Mesa Ridge Parkway segments are sometimes collectively referred to herein as Mesa Ridge Parkway.

c. With respect to the Marksheffel Intersection, the Owner will further be responsible for constructing dual left turn lanes and dual eastbound and westbound through lanes at such time as Mesa Ridge Parkway is completed from the intersection of Mesa Ridge Parkway and “Amara Parkway 1” to the intersection of Mesa Ridge Parkway and “Norris Parkway 2” (each as identified on the Roadway Improvement Exhibit), such segment being referred to in the Roadway Improvement Exhibit as “Mesa Ridge Parkway-1”, all such turn lanes being as identified in the Wilson TIS. The Owner shall be relieved of the foregoing obligations to the extent that the County and/or Heritage or any of the other Benefitted Owners have previously constructed or undertaken to construct such Marksheffel Intersection improvements in connection with the County’s existing plans for the expansion and improvement of the Marksheffel Intersection. To the extent that the Owner constructs such improvements, the Owner shall be entitled to reimbursement of a portion of its costs and expenses pursuant to the terms of the Cost Sharing Agreement(s).

d. The Owner will be responsible for constructing the intersection improvements to be located at the intersection of Link Road and “Norris Parkway 1” (as identified on the Roadway Improvement Exhibit) at such time as “Norris Parkway 1” is extended to intersect with Link Road, all as and to the extent described in the Wilson TIS. In connection with its completion of these intersection improvements, the Owner shall be entitled to reimbursement of a portion of its costs and expenses pursuant to the terms of the Cost Sharing Agreement(s).

e. With respect to Mesa Ridge Parkway, the Owner shall be responsible for the construction of that portion of Mesa Ridge Parkway extending from the Marksheffel Intersection through to the intersection of Mesa Ridge Parkway and Amara Parkway 1 (such segment being referred to in the Roadway Improvement Exhibit as “Mesa Ridge Parkway Extension/Bridge Improvements”), together with the associated bridge for Mesa Ridge Parkway over Jimmy Camp Creek (the “Jimmy Camp Creek Bridge”). Such “Mesa Ridge Parkway Extension/Bridge Improvements” portion of Mesa Ridge Parkway will be constructed with Owner’s development of Phase 1 for the residences to be located within Amara Phase 1. In connection with the foregoing, the City agrees that the Owner shall be permitted to construct all such portions of the “Mesa Ridge Parkway Extension/Bridge Improvements” as a two lane extension (being ½ of the proposed final extension) until such time as traffic demands require further expansion, with the understanding that the “Mesa Ridge Parkway Extension/Bridge Improvements” will ultimately be completed as a four lane Principal Arterial extending from the Marksheffel Intersection to Mesa Ridge Parkway’s final connection with Meridian Road. The foregoing improvements are anticipated to be constructed in accordance with City of Colorado Springs’ and/or the Colorado Department of Transportation’s (“CDOT”) standards and requirements for acceptance, and the Owner and the City each acknowledge that the City of Fountain has agreed to the application of such standards and requirements for such improvements. The Owner will also be responsible for the construction of “Mesa Ridge Parkway-2” (as identified on the Roadway Improvement Exhibit) from the terminus of “Mesa Ridge Parkway-1” to its ultimate connection with Meridian Road within the Amara Phase 4 no later than that date upon which a total of 1,000 building permits for residences located within Amara Phase 4 have been issued.

f. The City and the Owner each acknowledge that: (i) the Jimmy Camp Creek Bridge and the corresponding “Mesa Ridge Parkway Extension/Bridge Improvements” extension of Mesa Ridge Parkway from the Marksheffel Intersection to the intersection of Mesa Ridge Parkway and “Amara Parkway 1” are located within the city limits for the City of Fountain, and (ii) one-half (1/2) of Mesa Ridge Parkway lying between the intersection of Mesa Ridge Parkway and “Amara Parkway 1” through to Amara Phase 4 (such segment being referred to as “Mesa Ridge Parkway-1” on the Roadway

Improvement Exhibit) is located within the city limits for the City of Fountain. Notwithstanding the foregoing, the City and the Owner each further understand that the City of Fountain has agreed that the Jimmy Camp Creek Bridge and those portions of Mesa Ridge Parkway which are located within the city limits of the City of Fountain may be constructed according to the City of Colorado Springs' and CDOT's standards and requirements. In connection with these improvements, the Owner shall be responsible for permitting, engineering and constructing, or for causing the permitting, engineering and constructing of, the Jimmy Camp Creek Bridge and the associated appurtenant Mesa Ridge Parkway improvements, which may include but are not limited to overpass, underpass, waterway crossing, and a tunnel available for use by vehicular, pedestrian, or maintenance traffic as determined through the acceptance of the design criteria for the Jimmy Camp Creek Bridge. The Jimmy Camp Creek Bridge material types may include, but are not limited to, and may be a combination of, concrete deck with girders, concrete, steel, concrete box culverts, stone, and pipe (concrete, metal or plastic) culverts of various shapes and configurations. The Jimmy Camp Creek Bridge shall be designed and constructed to meet the requirements of design standards, and consistent with requirements of the American Association of State Highway and Transportation Officials ("AASHTO") Standard Specifications for Highway Bridges, the CDOT Standards, and the Americans with Disabilities Act ("ADA") requirements. The Owner shall hire a third-party consulting engineering firm with qualifying bridge engineering experience to provide engineering expertise, construction management and inspection services for the Jimmy Camp Creek Bridge. The City shall review and approve the engineering firm's scope of work to ensure the City's bridge requirements are met, and the engineering firm will communicate with the City during construction, however, it is understood that the "Mesa Ridge Parkway Extension/Bridge Improvements" segment of Mesa Ridge Parkway and the Jimmy Camp Creek Bridge will be permitted and accepted by the City of Fountain, and that the portion of Mesa Ridge Parkway located east of the intersection of Mesa Ridge Parkway and "Amara Parkway 1" will be permitted and accepted by the City of Colorado Springs. Within ninety (90) days of completion of the Jimmy Camp Creek Bridge, the Owner shall provide the City with electronic copies of the construction drawings, design calculations, drainage report, geotechnical report and other construction records. The Jimmy Camp Creek Bridge will not be eligible for reimbursement under the City's portion of the Drainage Basin Fee Program unless the amended Drainage Basin Planning Study for Jimmy Camp Creek includes a bridge fee. Acceptance of the improvements shall be in accordance with the City of Fountain's standards. The Owner, and/or the Benefitted Owners, shall own and maintain the improvements during the warranty period.

g. The right of way of Mesa Ridge Parkway east of the Jimmy Camp Creek Bridge will be dedicated entirely to the City of Colorado Springs, including that portion located to the north of the Project's northerly boundary. The City of Colorado Springs and City of Fountain shall reach agreement on this right of way dedication.

h. The Owner will be responsible for completing construction of that portion of "Mesa Ridge Parkway-1" located between the intersection of Mesa Ridge Parkway and "Amara Parkway 1" and the intersection of Mesa Ridge Parkway and "Norris Parkway 2" (each as identified on the Roadway Improvement Exhibit) no later than the earlier of that date upon which a total of 1,000 building permits for residences located within Amara Phase 2 have been issued, or the date of Owner's first filing in Phase 4. The Owner shall be permitted to construct "Mesa Ridge Parkway-1" as a two lane section at the time of the first filing of Amara Phase 2 (being ½ of the proposed final extension), with the Owner ultimately completing Mesa Ridge Parkway-1 as a four lane Principal Arterial as contemplated herein. If the Almagre/Ventana development causes need to construct this portion of "Mesa Ridge Parkway-1" in advance of the Owner's construction, and if the developer of the Almagre/Ventana development constructs or undertakes to construct this portion of "Mesa Ridge Parkway-1", then the Owner shall be relieved of the foregoing obligations but will contribute a portion of the total cost of the permitting, engineering and construction of such portion of "Mesa Ridge Parkway-1" pursuant to the Cost Sharing Agreement(s). The foregoing portion of "Mesa Ridge Parkway-1" is anticipated to be constructed in accordance with City of Colorado Springs' standards and requirements for acceptance, and the Owner and the City each acknowledge that the City of Fountain has agreed to the application of such standards and requirements for "Mesa Ridge Parkway-1", including the City's ultimate ownership of the right-of-way

and improvements.

i. The Owner will be responsible for constructing that portion of “Mesa Ridge Parkway-2” located between the intersection of “Mesa Ridge Parkway-1” and “Norris Parkway 2” through to Meridian Road (such segment being referred to in the Roadway Improvement Exhibit as “Mesa Ridge Parkway-2”) at the time of the first filing of Amara Phase 4. The Owner shall be permitted to construct this portion of “Mesa Ridge Parkway-2” as a two lane section at the time of the first filing of Amara Phase 4 (being ½ of the proposed final extension), with the Owner ultimately completing this portion of “Mesa Ridge Parkway-2” as a four lane Principal Arterial no later than that date upon which a total of 1,000 building permits for residences located within Amara Phase 4 have been issued.

j. The Owner will be responsible to build all future traffic control devices required for all Phases of the Amara project located within the Property.

k. The Owner will be required to contribute financially toward the construction costs (expressly excluding any requisite land acquisition costs, the “Marksheffel Widening Construction Costs”) associated with the widening of Marksheffel Road from its current two lane configuration to a four lane Principal Arterial from the intersection of Marksheffel Road and Link Road north to the intersection of Marksheffel Road and Fontaine Boulevard (such portion of Marksheffel Road being referred to herein as the “Marksheffel Widening Segment”). The Owner’s contribution shall be a maximum of 43% (forty-three percent) of the total Marksheffel Widening Construction Costs as currently shown on the use and cost sharing table prepared by Wilson & Company attached hereto as **Exhibit C** and incorporated herein by this reference (the “Wilson Cost Sharing Table”); provided, however, that the City and the Owner each acknowledge and agree that the Owner’s share of such contribution may be decreased to a lesser percentage as and at such time as Wilson & Company or any substitute engineering firm updates or revises the Wilson Cost Sharing Table to account for changes in traffic patterns, roadway construction or closures, regional growth and/or additional development in the region (all as contemplated by the Wilson Cost Sharing Table), and as such updates or revisions are approved by the City. The Owner shall be obligated to pay the appropriate jurisdiction its applicable percentage share of the Marksheffel Widening Construction Costs based upon the Wilson Cost Sharing Table at such time as a total of 5,700 building permits for residences located within the Amara Project have been issued. In addition, the Owner shall have the right to itself complete the construction work associated with the Marksheffel Widening Segment should the Owner determine that completion of the same is necessary or desirable for the Amara Project, and to the extent that the Owner does itself construct the Marksheffel Widening Segment improvements, then the Owner shall be entitled to reimbursement of those portions of its costs and expenses not attributable to the Owner in the Wilson Cost Sharing Table, all pursuant to the terms of the reimbursement and/or other cost recovery rights applicable in the City, the City of Fountain or El Paso County.

l. The Owner will be required to contribute financially toward the construction costs (expressly excluding any requisite land acquisition costs, the “Link Road Widening Construction Costs”) associated with the widening of Link Road from its current two lane configuration to a four lane Minor Arterial from the intersection of Link Road and Squirrel Creek Road north to the intersection of Link Road and C&S Road (such portion of Link Road being referred to herein as the “Link Road Widening Segment”). The Owner’s contribution shall be a maximum of 64% of the total Link Road Widening Construction Costs as currently shown on the Wilson Cost Sharing Table; provided, however, that the City of Fountain, or appropriate jurisdiction, and the Owner each acknowledge and agree that the Owner’s share of such contribution may be decreased to a lesser percentage as and at such time as Wilson & Company or any substitute engineering firm updates or revises the Wilson Cost Sharing Table to account for changes in traffic patterns, roadway construction or closures, regional growth and/or additional development in the region (all as contemplated by the Wilson Cost Sharing Table), and as such updates or revisions are approved by the City. The Owner shall be obligated to pay the appropriate jurisdiction its applicable percentage share of the Link Road Widening Construction Costs based upon the Wilson Cost Sharing Table at such time as a total of 5,700 building permits for residences located within the Amara Project have been issued. In addition, the Owner shall have the right to itself complete the construction work associated with the Link Road Widening Segment should the Owner determine that completion of

the same is necessary or desirable for the Amara Project, and to the extent that the Owner does itself construct the Link Road Widening Segment improvements, then the Owner shall be entitled to reimbursement of those portions of its costs and expenses not attributable to the Owner in the Wilson Cost Sharing Table, all pursuant to the terms of the reimbursement and/or other cost recovery rights applicable in the City, the City of Fountain or El Paso County.

m. The Owner will be required to contribute financially toward the construction costs (expressly excluding any requisite land acquisition costs, the "East Squirrel Creek Road Widening Construction Costs") associated with the widening of Squirrel Creek Road from its current two lane configuration to a four lane Principal Arterial from the intersection of Squirrel Creek Road and the Powers Extension (as defined in subsection (r) below) east to the intersection of Squirrel Creek Road and Amara Parkway (such portion of Squirrel Creek Road being referred to herein as the "East Squirrel Creek Road Widening Segment"). The Owner's contribution shall be a maximum of 100% of the total East Squirrel Creek Road Widening Construction Costs as currently shown on the Wilson Cost Sharing Table; provided, however, that the City and the Owner each acknowledge and agree that the Owner's share of such contribution may be decreased to a lesser percentage as and at such time as Wilson & Company or any substitute engineering firm updates or revises the Wilson Cost Sharing Table to account for changes in traffic patterns, roadway construction or closures, regional growth and/or additional development in the region (all as contemplated by the Wilson Cost Sharing Table), and as such updates or revisions are approved by the City. The Owner shall be obligated to pay the appropriate jurisdiction its applicable percentage share of the East Squirrel Creek Road Widening Construction Costs based upon the Wilson Cost Sharing Table at such time as a total of 5,700 building permits for residences located within the Amara Project have been issued. In addition, the Owner shall have the right to itself complete the construction work associated with the East Squirrel Creek Road Widening Segment should the Owner determine that completion of the same is necessary or desirable for the Amara Project, and to the extent that the Owner does itself construct the East Squirrel Creek Road Widening Segment improvements, then the Owner shall be entitled to reimbursement of those portions of its costs and expenses not attributable to the Owner in the Wilson Cost Sharing Table, all pursuant to the terms of the reimbursement and/or other cost recovery rights applicable in the City, the City of Fountain or El Paso County.

n. The Owner will be required to contribute financially toward the construction costs (expressly excluding any requisite land acquisition costs, the "West Squirrel Creek Road Widening Construction Costs") associated with the widening of Squirrel Creek Road from its current two lane configuration to a four lane Principal Arterial from the intersection of Squirrel Creek Road and the Powers Extension west to the intersection of Squirrel Creek Road and Link Road (such portion of Squirrel Creek Road being referred to herein as the "West Squirrel Creek Road Widening Segment"). The Owner's contribution shall be a maximum of 69% of the total West Squirrel Creek Road Widening Construction Costs as currently shown on the Wilson Cost Sharing Table; provided, however, that the City and the Owner each acknowledge and agree that the Owner's share of such contribution may be decreased to a lesser percentage as and at such time as Wilson & Company or any substitute engineering firm updates or revises the Wilson Cost Sharing Table to account for changes in traffic patterns, roadway construction or closures, regional growth and/or additional development in the region (all as contemplated by the Wilson Cost Sharing Table), and as such updates or revisions are approved by the City. The Owner shall be obligated to pay the appropriate jurisdiction its applicable percentage share of the West Squirrel Creek Road Widening Construction Costs based upon the Wilson Cost Sharing Table at such time as a total of 5,700 building permits for residences located within the Amara Project have been issued. In addition, the Owner shall have the right to itself complete the construction work associated with the West Squirrel Creek Road Widening Segment should the Owner determine that completion of the same is necessary or desirable for the Amara Project, and to the extent that the Owner does itself construct the West Squirrel Creek Road Widening Segment improvements, then the Owner shall be entitled to reimbursement of those portions of its costs and expenses not attributable to the Owner in the Wilson Cost Sharing Table, all pursuant to the terms of the reimbursement and/or other cost recovery rights applicable in the City, the City of Fountain or El Paso County.

o. The Owner will be responsible for the construction of "Meridian Road-1" (as identified on

the Roadway Improvement Exhibit) to an interim two lane configuration between the intersection of “Meridian Road-1” and “Mesa Ridge Parkway-2” (each as identified on the Roadway Improvement Exhibit) north to the intersection of “Meridian Road-1” and Fontaine Boulevard, such construction to be completed together with the adjacent phased development located within the first filing of Amara Phase 4 or 5 located adjacent to “Meridian Road-1”. In connection therewith, the Owner shall be entitled to reimbursement of a portion of its costs and expenses where adjacent developments abut pursuant to the terms of the Cost Sharing Agreement(s) and/or other cost reimbursement and recovery rights applicable in the City or El Paso County, and the City agrees to cooperate in good faith with the Owner and assist the Owner in securing funding for the construction of the “Meridian Road-1” from El Paso County.

p. The Owner will be responsible for the widening of “Meridian Road-1” from an interim two lane configuration to a four lane Principal Arterial between the intersection of Meridian Road and Mesa Ridge Parkway north to the intersection of Meridian Road and Fontaine Boulevard, such widening to be completed with phased development when recommended through a City approved Traffic Impact Study. In connection therewith, the Owner shall be entitled to reimbursement of a portion of its costs and expenses where adjacent development abuts pursuant to the terms of the Cost Sharing Agreement(s) and/or other cost reimbursement and recovery rights applicable in the City or El Paso County, and the City agrees to cooperate in good faith with the Owner and assist the Owner in securing funding for the construction of the Meridian Road North widening from El Paso County.

q. The Owner will be responsible for the construction of Meridian Road to an interim two lane configuration from Bradley Road to the south property boundary of Phase 6 (the “Meridian Road-2” as identified on the Roadway Improvement Exhibit), such construction to be completed together with the adjacent phased development within the first filing of Amara Phase 6 located adjacent to Meridian Road. In connection therewith, the Owner shall be entitled to reimbursement of a portion of its costs and expenses pursuant to the terms of the Cost Sharing Agreement(s) and/or other cost reimbursement and recovery rights applicable in the City or El Paso County, and the City agrees to cooperate in good faith with the Owner and assist the Owner in securing funding for the construction of the “Meridian Road-2” from El Paso County. The Owner will further be responsible for the construction associated with the widening of “Meridian Road-2” from the interim two lane configuration to a four lane Principal Arterial (expressly excluding any requisite land acquisition costs), such widening to be completed with such phased development and when recommended through a City approved Traffic Impact Study. In connection therewith, the Owner shall be entitled to reimbursement of a portion of its costs and expenses pursuant to the terms of the Cost Sharing Agreement(s) and/or other cost reimbursement and recovery rights applicable in the City or El Paso County, and the City agrees to cooperate in good faith with the Owner and assist the Owner in securing funding for the construction of the “Meridian Road-2” widening from El Paso County.

r. The Owner will be responsible for the construction of Meridian Road to an interim two lane configuration from the south property boundary of Phase 6 to Fontaine Boulevard (the “Meridian Road-3” as identified on the Roadway Improvement Exhibit), with such phased development and when recommended through a City approved Traffic Impact Study. In connection therewith, the Owner shall be entitled to reimbursement of a portion of its costs and expenses pursuant to the terms of the Cost Sharing Agreement(s) and other cost reimbursement and recovery rights applicable in the City, El Paso County or the State of Colorado, and the City agrees to cooperate in good faith with the Owner and assist the Owner in securing funding for the construction of the “Meridian Road-3” from El Paso County. The Owner will further be responsible for the construction associated with the widening of Meridian Road from the interim two lane configuration to a four lane Principal Arterial (expressly excluding any requisite land acquisition costs), such widening to be completed with such phased development and when recommended through a City approved Traffic Impact Study. In connection therewith, the Owner shall be entitled to reimbursement of a portion of its costs and expenses pursuant to the terms of the Cost Sharing Agreement(s) and other cost reimbursement and recovery rights applicable in the City or El Paso County, and the City agrees to cooperate in good faith with the Owner and assist the Owner in securing funding for the construction of the “Meridian Road-3” widening from El Paso County.

s. The Owner and the City each understand that an extension of Powers Boulevard from its current terminus at the intersection of Powers Boulevard and Mesa Ridge Parkway is contemplated, such that Powers Boulevard will extend south-easterly through or near the Property to points south of the Property and eventually to a connection with south Interstate 25; provided, however, that the final alignment for such extension of Powers Boulevard has not yet been determined. In furtherance of the foregoing, the Owner agrees that, in connection with final approval of this Agreement and the Amara Master Plan in form and content satisfactory to the City and to the Owner, the Owner will be required to designate certain right-of-way within the Property (the "Powers Extension ROW") for the contemplated construction and completion of the southern extension of Powers Boulevard through the Property (the "Powers Extension"). In connection therewith, the Owner and the City each agree that the Powers Extension ROW will be a maximum of three hundred feet (300') wide within the Property in the event the Powers Extension is configured such that the Property adjoins both sides of the Powers Extension. Alternatively, if the Powers Extension is configured such that the Property only adjoins one side of the Powers Extension, then the Owner and the City each agree that the Powers Extension ROW will be a maximum of one hundred fifty feet (150' wide), or such distance as may be necessary with respect to the road radius, within the Property from the centerline of the Powers Extension. The alignment for the Powers Extension shall be substantially as depicted on the Amara Master Plan and consistent with the South Powers Extension Planning and Environmental Linkage (PEL) documents. The Owner shall plat the future Powers Extension ROW in a tract to be held by the Owner until the property is either deeded or dedicated as ROW to Colorado Springs, at no expense to the City, and upon request by the City. The future Powers Extension ROW tract(s) shall be designated for future transference to the City and for use for public improvements. The Owner shall be permitted to use the Powers Extension ROW tract(s) for agriculture, general construction purposes, passive recreation and other uses mutually agreed upon by the Owner and City for the Amara Project.

t. Preliminary construction plans for the Powers Extension (the "Powers Construction Plans") are anticipated to be completed on behalf of CDOT, the City and El Paso County, at no cost to the Owner. The Owner and the City each agree that they shall use the Powers Construction Plans in connection with establishing utility elevations and crossings, vertical and horizontal road alignments and other development parameters located within the Property and associated with the Powers Extension provided the Powers Construction Plans are finalized prior to the Owner's commencement of improvements. All rights-of-way located within the Property and necessary for the grade separation of the interior roadways known as Tee Cross Trail, Norris Parkway and Squirrel Creek Road (each as identified in the Wilson TIS) shall be dedicated by the Owner at no cost to CDOT or the City, as applicable. In the event the Powers Construction Plans dictate depressing the grade of the Powers Extension, and in the event the same results in the need for easements in excess of the Powers Extension ROW, then the Owner shall dedicate those reasonably necessary easements at no cost to CDOT or the City, as applicable. Notwithstanding any contrary provision of this Agreement, if the Owner conveys to the City the Powers Extension ROW tract(s) by special warranty deed or better in a form reasonably acceptable to the Owner and the City, such deed shall include an express possibility of reverter to the Owner such that, in the event the City decides to vacate the Powers Extension ROW for the Powers Extension, the portion of the Property dedicated by the Owner in connection with the Powers Extension ROW will automatically revert to the Owner, and the Owner shall once again be the fee owner of such Powers Extension ROW over the Property without regard to whether or not the Owner is the owner of any adjacent property at the time of such vacation.

u. In exchange for the Owner agreeing to dedicate the Powers Boulevard ROW as described above and the corresponding easements described above, the Owner shall not have any further responsibility to the City for any construction costs or other costs associated with (i) the City's construction and completion of the Powers Extension or any other component of Powers Boulevard, (ii) any crossings, bridges, walkways, trails or other amenities or components associated with or spanning over the Powers Extension or otherwise associated with any other component of Powers Boulevard, or (iii) any other aspect of the Powers Extension or Powers Boulevard through the Property. With the exception of an interchange with the Powers Extension at the intersection of Powers Boulevard and Squirrel Creek Road, the Owner agrees not to request an interchange on Powers Boulevard as it traverses through the

Property; however, subject to obtaining CDOT approval as discussed below, at the approximate location shown on the Amara Master Plan, the Owner shall have the right to construct a right-in/right-out access ramp on each side of Powers Boulevard, all at the Owner's sole cost and expense. The City and the Owner each acknowledge and agree that CDOT has final approval authority relative to the right-in/right-out access. Any such right-in/right-out access ramps shall be constructed to the appropriate freeway ramp design standards, and in addition, the Owner shall dedicate all right-of-way required for such right-in/right-out access ramps to the City or CDOT at no cost to CDOT or the City. Both parties acknowledge and agree that the improvements contemplated by this paragraph do not represent an obligation to bridge or span Powers Boulevard, rather it contemplates the Owner's building on ramps and off ramps for a grade separated intersection to provide basic right-in/right-out access to Powers Boulevard and the Powers Extension from the Property. It is expressly acknowledged that if an overpass is ever constructed at such location it shall not be the responsibility of the Owner.

2. Traffic Control Devices.

The Owner shall pay for installation of traffic and street signs, striping, and traffic control devices, and permanent barriers, together with all associated conduit for all streets within or contiguous to the Property as and to the extent described in the Wilson TIS and in accord with uniformly applied criteria set forth by the City.

D. Drainage.

The Owner shall prepare a Master Development Drainage Plan and shall submit it to the City for consideration and approval by the City. Final Drainage Reports and Plans shall be prepared and submitted by the Owner to the City and approved by the City, prior to recording subdivision plats. The Owner shall comply with all drainage criteria, standards, policies and ordinances in effect at the time of development, including but not limited to the payment of any drainage, arterial bridge and detention pond fees. The Owner shall provide full spectrum detention, including water quality treatment, for all developed areas including tributary areas according to criteria. These Regional and Sub-regional facilities, as defined in the Drainage Criteria Manual, will be owned by the City with aesthetic maintenance by the Owner and functional maintenance maintained by the City.

The Owner shall be responsible for constructing channel stabilization measures along all open channels. Channel stabilization measures shall comply with current stormwater criteria and shall be owned and maintained by the City. The Owner shall comply with the Drainage Criteria Manual for all applicable improvements/structures.

The Owner is responsible for preparing a Williams Creek basin closure analysis for submittal to the City. The portion of the annexation that lies in the Williams Creek basin shall be closed, subject to the closure analysis and approval by Drainage Board. The Owner acknowledges that full spectrum detention facilities and underground conveyance infrastructure will not be reimbursable under the drainage basin fee program.

The portion of the annexation that lies in the Jimmy Camp Creek basin shall participate in the drainage basin fee program, including payment of fees and construction of improvements. Subsequent to the annexation agreement any reimbursable facilities constructed by the Owner prior to the acceptance of the revised Jimmy Camp Creek DBPS shall be eligible for reimbursement in accordance with the accepted DBPS.

E. Parks. The Owner shall comply with City Code and Parkland Dedication Ordinance.

F. Schools. The Owner shall comply with any applicable City Code section, as amended, with respect to school dedications.

G. Improvements Adjacent to Park and School Lands. Streets and other required public improvements adjacent to park lands dedicated within the Property will be built by the Owner without reimbursement by the City. Streets and other required public improvements, including utilities, adjacent to school lands dedicated within the Property will be built by the Owner and eligible for reimbursement by the School District for fifty percent 50% of all associated costs.

VI. UTILITY SERVICES

A. Colorado Springs Utilities' ("UTILITIES") Services: UTILITIES' 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 UTILITIES' facilities or utility systems on a "first-come, first-served" basis, provided that (among other things) the City and UTILITIES determine that the applicant has paid all applicable fees and meets all applicable requirements of the City Code, UTILITIES Tariffs, Utilities Rules and Regulations ("URRs"), and Line Extension and Service Standards ("Standards") for each Utility-Service application. In addition, the availability of Utility Services is contingent upon the terms detailed herein and the dedication or conveyance of real and personal property, public rights-of-way, private rights-of-way, or easements that UTILITIES determines are required for the extension of any proposed Utility Service from UTILITIES' utility system facilities that currently exist or that may exist at the time of the proposed extension or connection.

The Owner shall ensure that the connections and/or extensions of Utility Services to the Property are in accordance with this Agreement and with the requirements of City Code and UTILITIES' Tariffs, URRs and Standards, and Pikes Peak Regional Building Department codes in effect at the time of Utility Service connection and/or extension. The Owner acknowledges responsibility for the costs of any extensions 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 UTILITIES in accordance with City Code, URRs and Standards.

The Owner acknowledges that UTILITIES' connection requirements shall include the Owner's payment of all applicable charges and fees, including without limitation, development charges, recovery agreement charges, advance recovery agreement charges, contributions-in-aid of construction, water resource fees, impact fees, and other fees or charges applicable to the requested Utility Service. Because recovery agreement charges, advance recovery agreement charges, and contributions-in-aid of construction may vary over time and by location, the Owner is responsible for contacting UTILITIES' Customer Contract Administration at (719) 668-8111 to ascertain which fees or charges apply to the Property in advance of development of the Property.

B. Dedications and Easements: Notwithstanding anything contained in Article XI of this Agreement to the contrary, the Owner, at the Owner's sole cost and expense, shall obtain for the benefit of UTILITIES, if the underlying property is not owned by the Owner, and/or dedicate by plat and/or convey by recorded document if the underlying property is owned by the Owner, all property (real and personal) and easements that UTILITIES reasonably determines are required for any utility-system facilities necessary to serve the Property or to ensure development of an integrated utility system. The Owner will dedicate or acquire and dedicate appropriate sites for utility facilities, including but not limited to electric substations, electric transmission and distribution lines and infrastructure, gas regulator station(s), gas mains, City Gate Station(s) wastewater collection mains and pipelines, lift stations and force mains, water tanks and control valves, and water transmission and distribution mains and pipelines, fire protection mains, and facilities necessary to install and maintain UTILITIES' fiber optic network. UTILITIES shall determine the location and size of all property necessary to be dedicated or otherwise conveyed.

The Owner shall provide UTILITIES all written, executed conveyances prior to or at the time of platting or prior to the development of the Property as determined by UTILITIES.

Further, all dedications and conveyances of real property must comply with the City Code, the City Charter, and UTILITIES Tariffs, URRs, and Standards, and shall be subject to UTILITIES' environmental review. Neither the City nor UTILITIES has any obligation to accept any real property interests. All easements by separate instrument shall be conveyed using UTILITIES' then-current Permanent Easement Agreement form without modification unless approved by UTILITIES.

If the Owner, with prior written approval by UTILITIES, relocates, requires relocation, or alters any existing utility facilities within the Property, then the relocation or alteration of these facilities shall be at the Owner's sole cost and expense. If UTILITIES determines that the Owner's relocation or alteration requires new or updated easements, then the Owner shall obtain and assign and/or convey those easements prior to relocating or altering the existing utility facilities using UTILITIES' then-current Permanent Easement Agreement form without modification unless approved by UTILITIES. UTILITIES will only relocate existing gas or electric facilities during time frames and in a manner that UTILITIES determines will minimize outages and loss of service.

C. Extension of Utility Facilities by UTILITIES:

Due to the proximity of this Annexation relative to existing UTILITIES' facilities with capacity to serve the Property, extensions of said facilities will take more time than normal. If the Owner requests to accelerate the schedule for UTILITIES' design and/or construction of utility facilities, the Owner will be responsible for the cost of accelerated design and/or construction pursuant to a time and materials agreement by separate instrument to be negotiated between the Owner and UTILITIES at such time.

1. Natural Gas and Electric Facilities:

- a. Wholesale Service. UTILITIES reserves the right to serve the Property by contracting with third-party utility providers to purchase wholesale natural gas and/or electric service to serve the Property; provided, however, that the Owner will be advised of all agreements with such third party utility providers to the extent such agreements impact the Owner. This interim wholesale service will be to UTILITIES and all properties within the Annexation will only receive utility service from UTILITIES per City Code. All natural gas and electric service to the Property will be at standard service rates as determined in the UTILITIES' Tariffs. In addition, the Owner will pay to Utilities natural gas and electric costs not captured in UTILITIES' standard service rates, which may include but is not limited to wheeling charges, measurement fees and any other fees reasonably assessed to UTILITIES by the wholesale service providers.
- b. Permanent Electric Service
 1. Offsite and Onsite Feeder Infrastructure. If UTILITIES contracts with third-party utility providers to purchase wholesale electric service to serve the Property on an interim basis, the Owner will not be responsible for infrastructure described in this section; however, if UTILITIES does not contract with third-party utility providers for this purpose, and the Owner wishes to accelerate provision of UTILITIES' electric service to the Property, the Owner will be responsible for the cost of design, permitting and construction of the following electric infrastructure required to serve the demand of the Property: 600-amp mainline connecting the Horizon Substation, or other connection approved by UTILITIES, to the Property and all appurtenances thereto. The Owner will initiate design and construction of the above-described electric infrastructure and will coordinate with UTILITIES to ensure the infrastructure is designed and installed in accordance with applicable Standards. The Owner may construct on the Property no more than 3,500 single-family equivalents (SFE) with traditional electric service (with natural gas) or 750 SFE with electrification (resistive heating) before a secondary feed and substation are constructed to serve the Property, unless otherwise agreed to by UTILITIES.
 2. Regional Improvements. UTILITIES will design, permit, and construct, such substations, substation transformers and transmission lines as UTILITIES determines, in its sole discretion, to be necessary to provide permanent electric service to the Property and future growth of the City. The Owner shall contribute to regional improvements as defined in URRs, Tariffs, and Standards as revised.
 3. Non-Standard Service Configuration. The Owner acknowledges that until permanent electric

facilities are constructed in accordance with UTILITIES' Standards to provide necessary redundancy and reliability to the Property, the offsite 600-amp mainline feeder is considered a non-conforming radial feed. In the event of an outage, the Property may be without electric service for an extended period(s) of time until repairs are made, and service is restored; provided, however, that UTILITIES will use commercially reasonable efforts to minimize the duration of any such power outage and restore service as soon as reasonably possible. Due to this unique service characteristic, the Owner shall provide written notice of this condition in its contracts to future prospective owner(s) of any land within the Property.

4. Onsite Distribution Infrastructure. UTILITIES will design and construct all electric distribution facilities within the Property in accordance with UTILITIES' Tariffs, URRs and Standards.
5. Stranded Assets. Operation and maintenance of electric infrastructure is funded by rates. Infrastructure not utilized to full capacity is not sustainable. Should necessary temporary service not be provided by a third party utility provider, several miles of electric infrastructure needed to serve the Property will cross areas where connections are not likely to occur. To the extent there are future annexations that will result in additional connections to the infrastructure, UTILITIES will include cost recovery requirements in the applicable annexation agreements. As such, the Owner will be required to offset the costs of operation and maintenance of the electric system extensions that connect the Property to the system existing as of the date this Agreement is approved by City Council. The costs to be borne by the Owner shall include the annual operation and maintenance costs and depreciation of any portion of assets extended to serve the Property not utilized by adjacent properties. On an annual basis, UTILITIES will calculate these costs based on the life expectancy and the total installation cost of the subject infrastructure and provide notice to the Owner of such costs. The Owner will pay the costs to UTILITIES on demand. Upon request, from time to time, UTILITIES will provide the Owner with an accounting of the payments made under this provision. The costs to be borne by the Owner shall be reduced to the extent the infrastructure serves other properties. Prior to conveying any lots or parcels of the Property to any party or parties other than the Owner, the Owner will create an entity and this obligation will be assigned to and assumed by such entity to ensure that these costs are paid by one party each year.
6. Revenue Guarantee Contract. In accordance with UTILITIES' URRs, UTILITIES, in its sole discretion, may require the Owner to enter into (and the Owner will require a special district or other entity created to satisfy the requirements of Section XI.C.5., above, to assume) a Revenue Guarantee Contract for the extension of any electric service or facilities.
7. Electric Service Territory Statutory Compensation Fees. If any portion of the Property is located outside UTILITIES' electric service territory prior to annexation, then upon annexation:
 - a. The Owner shall be solely responsible for providing the just compensation for electric distribution facilities and service rights specified in C.R.S. §§ 40-9.5-204 plus all costs and fees, including but not limited to, attorneys' fees that UTILITIES incurs as a result of or associated with the acquisition of such electric service territory; and
 - b. The Owner shall be solely responsible for all costs: (1) to remove any existing electric distribution facilities within the Property that were previously installed by the then-current electric service provider ("Electric Existing Facilities"); and (2) to convert any overhead electric lines to underground service lines ("Conversion") as determined by UTILITIES.
 - c. Within 30 days of the Owner's receipt of an invoice for the following:
 1. The Owner shall pay the former electric service provider, directly, for the just compensation specified in C.R.S. §§ 40-9.5-204 (1) (a) and 40-9.5-204 (1) (b); and
 2. If the former electric service provider removes the Electric Existing Facilities, then the Owner shall pay the former electric service provider directly for the removal of any Electric Existing Facilities.

3. Further, the Owner shall pay UTILITIES the just compensation specified in C.R.S. §§ 40-9.5-204 (1) (c) and 40-9.5-204 (1) (d) within 30 days of the Owner's receipt of an invoice for such costs.
4. The Owner shall also pay for any Conversion required by UTILITIES as a result of such annexation concurrent with the execution of a contract between the Owner and UTILITIES that specifies the terms of Conversion.

c. Permanent Natural Gas Service

1. Offsite and Onsite Feeder Infrastructure. The Owner will be responsible for the cost of design, permitting and construction of the following natural gas infrastructure required to serve the demand of the Property: 150-pound gas main(s) and district regulator stations to connect the existing or future City Gate to the Property and all appurtenances thereto. UTILITIES will initiate design and construction of natural gas infrastructure and will continue to diligently work in order to allow for conversion of the natural gas systems from the interim providers to UTILITIES' systems, if interim natural gas provisions are implemented. The Owner will reimburse UTILITIES for design, permitting, and construction costs within 30 days of the Owner's receipt of invoices.
2. Regional Improvements. UTILITIES will design, permit, and construct, such City Gates and compressors stations, UTILITIES determines, in its sole discretion, to be necessary to provide permanent natural gas service to the Property and future growth of the City. The Owner shall contribute to regional improvements as defined in URRs, Tariffs, and Standards as revised.
3. Onsite Distribution Infrastructure. UTILITIES will design and construct all natural gas facilities within the Property in accordance with UTILITIES' Tariffs, URRs and Standards.
4. Stranded Assets. Operation and maintenance of natural gas infrastructure is funded by rates. Infrastructure not utilized to full capacity is not sustainable. Natural gas infrastructure needed to serve the Property will cross areas where connections are not likely to occur. To the extent there are future annexations that will result in additional connections to the infrastructure, UTILITIES will include cost recovery requirements in the applicable annexation agreements. As such, the Owner will be required to offset the costs of operation and maintenance of the natural gas system extensions that connect the Property to the system existing as of the date this Agreement is approved by City Council. The costs to be borne by the Owner shall include the operation and maintenance and annual depreciation of any portion of assets extended to serve the Property not utilized by adjacent properties. On an annual basis, UTILITIES will calculate these costs based on the life expectancy and the total installation cost of the subject infrastructure and provide notice to the Owner of such costs. The Owner will pay the costs to UTILITIES on demand. Upon request, from time to time, UTILITIES will provide the Owner with an accounting of the payments made under this provision. The costs to be borne by the Owner shall be reduced to the extent the infrastructure serves other properties. Prior to conveying any lots or parcels of the Property to any party or parties other than the Owner, the Owner will create an entity and this obligation will be assigned to and assumed by such entity to ensure that these costs are paid by one party each year.
5. Greenhouse Gas Emissions. Given new and changing regulations regarding greenhouse gas (GHG) emissions, UTILITIES may require improvements above and beyond requirements in effect at the time of annexation, such as beneficial electrification, battery storage, solar, or other options, to meet regulatory requirements; provided, however, that UTILITIES agrees that all such UTILITIES' requirements shall be uniformly applied to all similarly situated UTILITIES' customers. Further, the Owner acknowledges that UTILITIES may refuse new connections to its natural gas service system if state or federal regulations dictate or if UTILITIES determines such action is necessary or desirable to meet state GHG emission reduction targets; provided, however, that UTILITIES agrees that any such refusal of new connections shall be uniformly

applied to all similarly situated prospective UTILITIES' customers.

6. Natural Gas Service Territory Just Compensation Fees. If any portion of the Property is located outside UTILITIES' natural gas service territory prior to annexation, then upon annexation:
 - a. The Owner shall be solely responsible for providing any just compensation to the incumbent service provider for natural gas distribution facilities and service rights, plus all costs and fees, including but not limited to, attorneys' fees that UTILITIES incurs as a result of or associated with the acquisition/invasion of such natural gas service territory; and
 - b. The Owner shall be solely responsible for all costs to remove any existing natural gas distribution facilities within the Property that were previously installed by the incumbent natural gas service provider; and
 - c. The Owner shall pay UTILITIES the just compensation and other fees within 30 days of the Owner's receipt of an invoice for such costs.
 - d. Cost Recovery. The Owner may request reimbursement from future developments taking benefit from the natural gas and electric offsite feeder infrastructure installed as dictated by this Agreement. UTILITIES does not currently have a process for collecting cost recovery for natural gas and electric infrastructure but will include requirements for contributions in future annexation agreements to the extent appropriate.

2. Water Service and Facilities:

a. Offsite and Onsite Feeder Infrastructure

The Owner must extend, design, permit and construct all potable water infrastructure required to serve the demand of the Property including without limitation: pump stations, water transmission and distribution mains and all appurtenances thereto to and within the Property at the Owner's sole cost and expense in accordance with City Code and UTILITIES' Tariffs, URRs, and Standards in effect at the time of each specific request for water service. The Owner shall convey all water service infrastructure installed pursuant to this paragraph to UTILITIES in accordance with Standards. Consistent with City Code § 7.7.1102 (B), the Owner shall complete the design and installation, and obtain preliminary acceptance of such utility facilities, prior to UTILITIES' approval of the Owner's water service requests. Notwithstanding the above requirements, UTILITIES may enter into cost-sharing agreements with the Owner for water system expansions based on a determination of benefit to UTILITIES, in UTILITIES' sole discretion.

b. Regional Improvements

UTILITIES will design, permit, and construct, such treatment plants and tanks in its sole discretion, to be necessary to provide permanent water service to the Property and future growth of the City. The Owner shall contribute to regional improvements as defined in URRs, Tariffs, and Standards as revised.

c. Onsite Distribution Infrastructure

The Owner must extend, design, permit and construct all water distribution facilities and any water service lines to and within the Property at the Owner's sole cost and expense in accordance with City Code and UTILITIES' Tariffs, URRs, and Standards in effect at the time of each specific request for water service. The Owner shall convey all water service infrastructure installed pursuant to this paragraph to UTILITIES in accordance with Standards. Consistent with City Code § 7.7.1102 (B), the Owner shall complete the design and installation, and obtain preliminary acceptance of such utility facilities, prior to UTILITIES' approval of the Owner's water and wastewater service requests.

d. Cost Recovery

In the event UTILITIES or other developers design and construct other water system improvements UTILITIES determines are needed to ensure an integrated water system is available to serve the Property, the Owner shall be required to pay cost recovery for the engineering, materials, and installation costs incurred by UTILITIES, other water providers with whom UTILITIES has contractual obligations regarding service to the Property, or the other developer for 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. If the Owner is required to construct regional improvements, they will be eligible for cost recovery in accordance with UTILITIES' Tariffs, URRs, and Standards. If other developments take benefit from offsite and onsite feeder infrastructure benefitting the Property, the Owner may enter into cost recovery or cost sharing agreements with the other parties receiving benefit.

e. Water Quality Plan

The Owner is required to submit a Water Quality Plan when the Owner submits utility construction plans to UTILITIES. The Water Quality Plan must show how the Owner will comply with applicable regulations. The Water Quality Plan is subject to UTILITIES' review and approval. Any costs associated with complying with the Water Quality Plan requirements shall be borne by the Owner. This may include the cost of temporary pumping, and/or onsite temporary chlorination facilities, including design, permitting, construction, operation, materials, labor, equipment, and water at the current commercial rate. UTILITIES may waive or reduce the requirements in this paragraph at its sole discretion.

f. Stranded Assets

Operation and maintenance of water service infrastructure is funded by rates. Infrastructure not utilized to full capacity is not sustainable. Several miles of water infrastructure needed to serve the Property will cross areas where connections are not likely to occur. To the extent there are future connections to the infrastructure, the Owner may be entitled to cost recoveries as provided in the URRs and Standards. As such, the Owner will be required to offset the costs of operation and maintenance of the water system extensions that connect the Property to the system existing as of the date this Agreement is approved by City Council. The costs to be borne by the Owner shall include the operation and maintenance costs and annual depreciation of any portion of assets extended to serve the Property not utilized by adjacent properties. On an annual basis, UTILITIES will calculate these costs based on the life expectancy and the total installation cost of the subject infrastructure and provide notice to the Owner of such costs. The Owner will pay the costs to UTILITIES on demand. Upon request, from time to time, UTILITIES will provide the Owner with an accounting of the payments made under this provision. The costs to be borne by the Owner shall be reduced to the extent the infrastructure serves other properties. Prior to conveying any lots or parcels of the Property to any party or parties other than the Owner, the Owner will create a special district or other entity and this obligation will be assigned to and assumed by such entity to ensure that these costs are paid by one party each year.

3. Wastewater Service and Facilities

a. Wholesale Service

- i. In order to provide wastewater service to the Property, UTILITIES may enter into an agreement with third-party wastewater service provider, whereby UTILITIES would purchase wholesale wastewater service to serve the Property. In addition to all infrastructure the Owner is responsible as set forth in subparagraphs (a)(ii) and (b), below, the Owner shall also be responsible for the design, permitting and construction of all wastewater infrastructure needed to connect to the wastewater system of the third-party wastewater service provider. All wastewater service to the Property will be at standard service rates as determined in UTILITIES' Tariffs. The Owner will pay to Utilities wastewater costs not captured in UTILITIES' standard tariff rates, which may include fees assessed to UTILITIES by the wholesale service providers, including fees and charges resulting from connection to the third-party wastewater service provider's system. The Owner acknowledges that UTILITIES provision of wastewater service to portions of the Property is contingent upon UTILITIES execution of an agreement with a third-party wastewater service provider.
- ii. Metering Vault. Pursuant to any wholesale wastewater service agreement between UTILITIES and the third-party wastewater service provider, and in accordance with applicable design and construction standards, the Owner shall be responsible for designing and constructing the wastewater metering vault(s) and any appurtenances required to track and record wastewater flows transported from the Property through UTILITIES' wastewater

collection system and delivered to the interconnect point(s) with the third-party wastewater provider's wastewater collection and treatment system.

b. Infrastructure

The Owner must extend, design, and construct all wastewater collection system facilities, wastewater pump stations, and wastewater service lines to and within the Property at the Owner's sole cost and expense in accordance with City Code and UTILITIES' Tariffs, URRs and Standards in effect at the time of each specific request for wastewater service. Consistent with City Code § 7.7.1102 (B), the Owner shall complete the design and installation, and obtain preliminary acceptance of such utility facilities, prior to UTILITIES' approval of the Owner's wastewater service requests. Notwithstanding the above requirements, UTILITIES may enter into cost-sharing agreements with the Owner for wastewater system expansions based on a determination of benefit to UTILITIES, in UTILITIES' sole discretion.

c. Cost Recovery

In the event UTILITIES or other developers design and construct other wastewater system improvements UTILITIES determines are needed to ensure an integrated wastewater system is available to serve the Property, the Owner shall be required to pay cost recovery for the engineering, materials, and installation costs incurred by UTILITIES or the other developer for its design, construction, upgrade, or improvement of any wastewater pump stations, wastewater pipeline facilities, or other wastewater collection facilities and appurtenances.

E. Limitation of Applicability: The provisions of this Agreement set forth the requirements of the City and UTILITIES in effect at the time of annexation of the Property. These provisions shall not be construed as a limitation upon the authority of the City or UTILITIES to adopt different ordinances, rules, regulations, resolutions, policies or codes which change any of the provisions set forth in this Agreement so long as these provisions apply to the City generally and are in accord with the then-current tariffs, rates, regulations and policies of UTILITIES. City Code, UTILITIES' Tariffs, URRs and Standards shall govern the use of all Utilities Services.

F. Southeastern Colorado Water Conservancy District: Notice is hereby provided that upon annexation, and as a condition of receiving water service from UTILITIES, the Property must be included in the boundaries of the Southeastern Colorado Water Conservancy District ("District") pursuant to C.R.S. § 37-45-136 (3.6) as may be amended, and the rules and procedures of the District. Further, notice is hereby provided that, after inclusion of the Property into the boundaries of the District, the Property shall be subject to a property tax mill levy or other payment in lieu of taxes for the purposes of meeting the financial obligations of the District. The Owner acknowledges that water service for the Property will not be made available by UTILITIES until the Property is formally included within the boundaries of the District. District inclusion requires consent by the Bureau of Reclamation ("Reclamation"). The Owner shall be responsible for taking all actions necessary for inclusion of the Property into the boundaries of the District, including but not limited to, any action required to obtain Reclamation's consent to include the Property into the District.

VII. WATER RIGHTS

As provided in the Special Warranty Deed and Irrevocable Consent to the Appropriation, Withdrawal and Use of Groundwater ("Deed"), which is attached to this Agreement and hereby incorporated by reference, the Owner grants to the City, all right, title and interest to any and all groundwater underlying or appurtenant to and used upon the Property, and any and all other water rights appurtenant to the Property (collectively referred to as "the Water Rights"), together with the sole and exclusive right to use the Water Rights and all rights of ingress and egress required by the City to appropriate, withdraw and use the Water Rights. The Deed conveying the Water Rights shall be executed by the Owner concurrently with this Agreement and shall be made effective upon the date of the City Council's final approval of the annexation of the Property. The Deed shall be recorded concurrent with the recording of the annexation agreement, annexation plat, and annexation ordinance at the El Paso County Clerk and Recorder's office.

Furthermore, pursuant to C.R.S. § 37-90-137(4), as now in effect or hereafter amended, on behalf of the Owner and all successors in title, the Owner irrevocably consents 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 that have been conveyed, the Owner agrees 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 the Owner's Property without additional consent from the Owner.

Upon annexation of the Property, any wells or groundwater developed by the Owner prior to annexation will become subject to UTILITIES' applicable Tariffs, URRs, Standards, and rates as amended in the future. The Owner's uses of groundwater shall be subject to approval by the City and UTILITIES, and shall be consistent with City Code, UTILITIES' Tariffs, URRs, Standards, and the City's resolutions and policies for the use of groundwater now in effect or as amended in the future.

Notwithstanding any other provision of this Article VII, the Owner shall be allowed to re-permit, and if necessary, rehabilitate the two (2) existing groundwater wells appurtenant to the Property – Permit Nos. 237443--A and 255690 ("Wells") – as issued by the Colorado Division of Water Resources, for temporary non-potable construction water use and subsequently non-potable irrigation of public spaces, including: parks, commonly owned or maintained landscaping, golf courses, other public recreational areas. The Owner's permitting, rehabilitation and use of the Wells for any of these purposes shall comply with URRs, Tariffs and Standards, as revised and shall be at the Owner's sole cost and expense. Because the Property is located outside UTILITIES' augmentation plan boundary, the Owner shall, at its sole costs and expense, obtain all required approvals from the State of Colorado and/or Water Court necessary for operation of the Wells including, but not limited to, approval of a substitute water supply plan and augmentation plan for the Wells. The Owner's rehabilitation, permitting and use of the Wells is also subject to the Owner and Utilities successfully negotiating and entering into an augmentation service agreement prior to the Owner's use of the re-permitted and rehabilitated Wells. No commingling of well and City water supply will be permitted. At such time the Owner elects to discontinue using any of the Wells described herein, the Owner shall: (1) plug and abandon the Wells in accordance with all applicable regulations; and (2) provide notice of such plugging and abandonment to UTILITIES.

VIII. FIRE PROTECTION

The Owner understands and acknowledges that the Property may be excluded from the boundaries of the Hanover & Ellicott Fire Districts (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 entity owning 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 Owner understands and acknowledges that the Owner, its 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. The Colorado Springs Fire Department ("CSFD") will need a minimum of two, possibly more fire stations, under the standard fee and funding agreements for annexations, in order to adequately serve the Property, which may include a temporary station in the beginning build-out. Locations, type and timing to be determined by CSFD.

IX. FIRE PROTECTION FEE

The Owner shall be subject to the requirements of City Code § 7.5.1901 *et seq.* regarding Citywide Development Impact Fees.

X. POLICE SERVICE FEE

The Owner shall be subject to the requirements of City Code § 7.5.1901 *et seq.* regarding Citywide Development Impact Fees.

XI.
PUBLIC LAND DEDICATION

The Owner agrees that all land dedicated or deeded to the City for municipal or utility purposes, including park land dedicated to the City and school sites dedicated to the school district, shall be platted and all applicable development fee obligations paid.

The Owner agrees that any land dedicated or deeded to the City for municipal or utility purposes, including park and school sites, shall be free and clear of monetary liens and monetary encumbrances. All fees that would be applicable to the platting of land that is to be dedicated to the City (including park and school land) shall be paid by the Owner. 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. All dedications shall be platted by the Owner prior to conveyance, unless otherwise waived by the City. In connection with the foregoing land dedications, the City agrees that the Owner will not be required to pay drainage, pond or bridge fees, or any other fees, for undevelopable land, including land dedicated for park, drainage, open space or trail purposes, nor shall the Owner be required to pay school fees or park fees for those areas. The Owner shall be required to pay the required drainage, pond or bridge fees for land dedicated for school sites, but the Owner shall not be required to pay any other fees for such land.

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

- A. All property deeded to the City shall be conveyed by the Deed or a similar special warranty deed.
- B. The Owner shall convey the property to the City within 30 days of the City's written request.
- C. Any property conveyed to the City shall be free and clear of any monetary liens and/or monetary encumbrances.
- D. All property taxes levied against the Property shall be paid by the Owner through the date of conveyance to the City.
- E. An environmental assessment of the Property must be provided to the City for review and approval, unless the City waives the requirement of an assessment. Approval or waiver of the assessment must be in writing and signed by an authorized representative or official of the City.

XII.
SPECIAL PROVISIONS

Intentionally left blank - not applicable.

XIII.
ORDINANCE COMPLIANCE

The Owner will comply with all tariffs, policies, rules, regulations, ordinances, resolutions and codes of the City which now exist or are amended or adopted in the future, including those related to the subdivision and zoning of land, except as expressly modified by this Agreement. This Agreement shall not be construed as a limitation upon the authority of the City to adopt different tariffs, policies, rules, regulations, ordinances, resolutions and codes which change any of the provisions set forth in this Agreement so long as these apply to the City generally.

XIV.
ASSIGNS AND DEED OF TRUST HOLDERS

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

The Owner affirmatively states that there exist no outstanding deeds of trust or other similar monetary liens or monetary encumbrances against the Property.

XV.
RECORDING

This Agreement shall be recorded in the Records, and constitute a covenant running with the land. This Agreement shall be binding on future assigns of the Owner and all other persons who may purchase land within the Property from the Owner or any persons later acquiring an interest in the Property. Any refunds made under the terms of this Agreement shall be made to the Owner 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.

XVI.
AMENDMENTS

This Agreement may be amended by any party, including their respective successors, transferees, or assigns, and the City without the consent of any other party or its successors, transferees, or assigns so long as the amendment applies only to the 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 Agreement remains in full force and effect as to property owned by any non-amending party.

Any amendment shall be recorded in the Records, 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.

XVII.
HEADINGS

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

XVIII.
DEFAULT AND REMEDIES

If either the Owner or the City fails to perform any material obligation under this 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 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 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 Agreement, as well as any other remedies provided by law.

XIX.
GENERAL

Except as specifically provided in this Agreement, the City agrees to treat the Owner and the Property in a non-discriminatory manner relative to the rest of the City. In addition, any consent or approval required in accord with this Agreement from the City shall not be unreasonably withheld, conditioned or delayed. The City agrees not to impose any fee, levy or tax or impose any conditions upon the approval of development requests, platting, zoning or issuance of any building permits for the Property, or make any assessment on the Property that is not uniformly applied throughout the City, except as specifically provided in this Agreement or the City Code. If the annexation of the Property or any portion of the Property 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 the disconnection of the Property from the City, then this Agreement and all its provisions shall be null and void and of no further effect. If the referendum challenge fails, then the Owner and the City shall continue to be bound by all terms and provisions of this Agreement.

XX.
SEVERABILITY

If any provision of this 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. All exhibits attached to this Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date first written above.

CITY OF COLORADO SPRINGS

COLORADO SPRINGS UTILITIES

BY: _____
John Suthers, Mayor

BY: _____
Aram Benyamin, CEO

ATTEST:

BY: _____
Sarah B. Johnson, City Clerk

APPROVED AS TO FORM:

BY: _____
Lisa O'Boyle, City Attorney's Office

DRAFT

DEED OF TRUST HOLDER:

[OWNER: TO CONFIRM THIS PORTION FOR ADDITION TO THE AGREEMENT AS NEEDED]

By: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as _____.

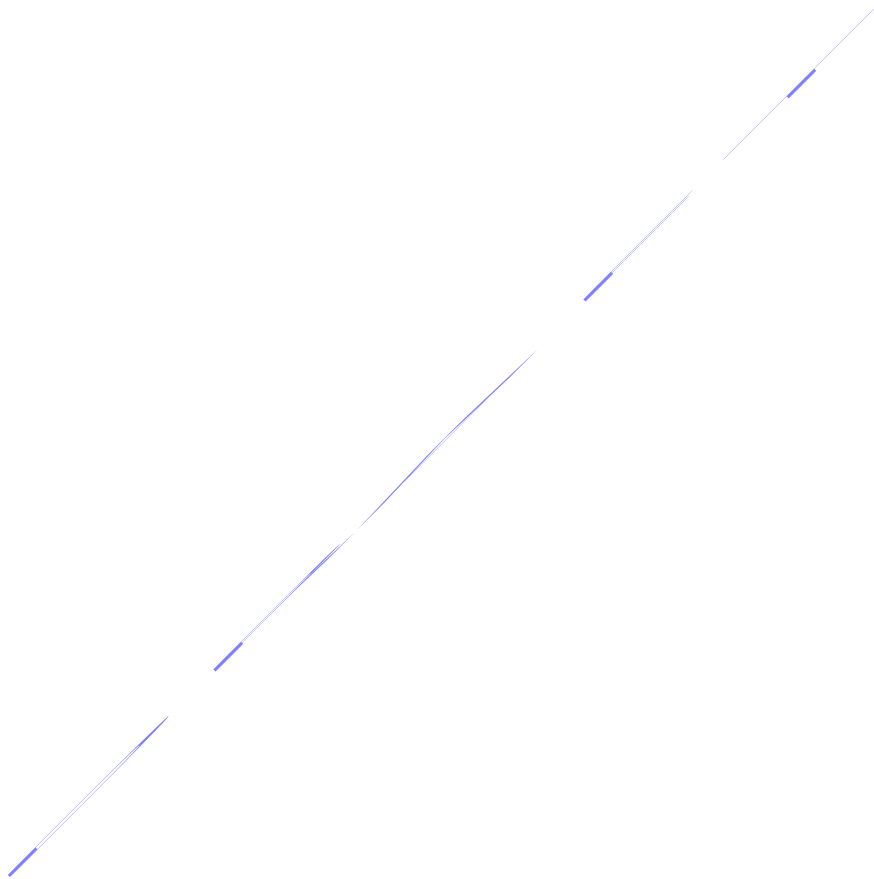
Witness my hand and notarial seal.

My commission expires: _____

Notary Public

EXHIBIT A
LEGAL DESCRIPTION

[STAFF WILL ADD LEGAL DESCRIPTION: OWNER PROVIDE STAMPED/SIGNED LEGAL]



Accepted by the City of Colorado Springs:

By: _____ this _____ day of _____, 20____
Real Estate Services Manager

By: _____ this _____ day of _____, 20____.
Colorado Springs Utilities Customer Utility Connections Manager

Approved as to Form:

By: _____ Date: _____
City Attorney's Office

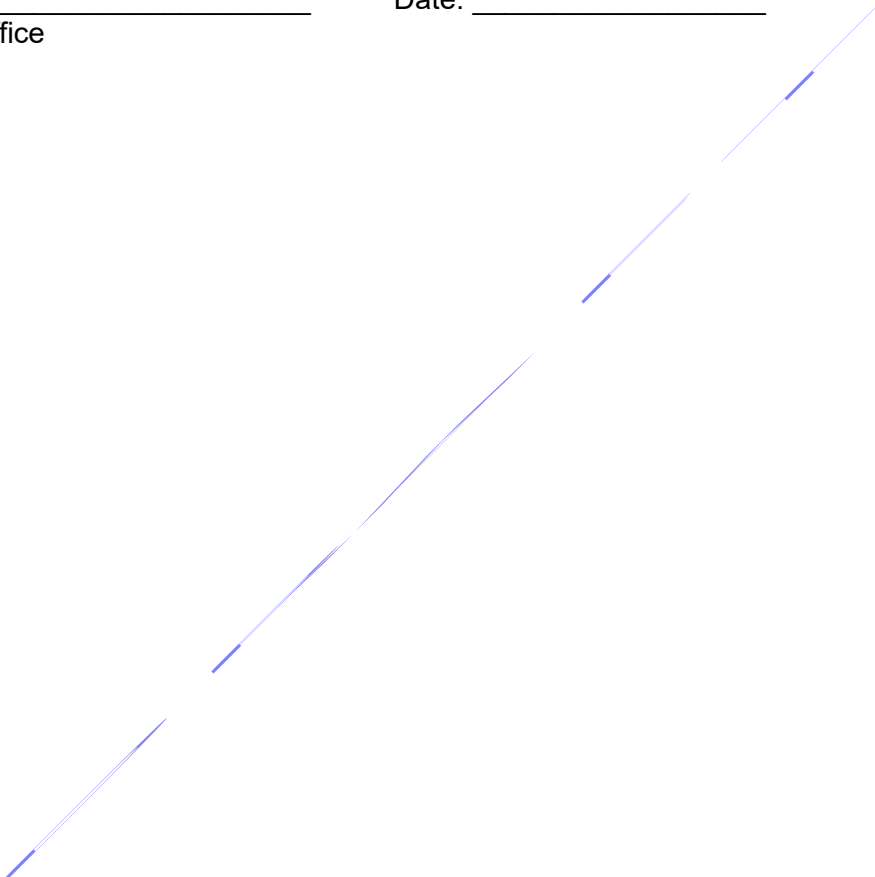


Exhibit A

LEGAL DESCRIPTION

To the Special Warranty Deed and Irrevocable Consent to the Appropriation, Withdrawal and Use of Groundwater executed by **[PROPERTY OWNER]**, Grantor(s) on _____.

[STAFF: Include legal description signed and stamped by Professional Licensed Surveyor]

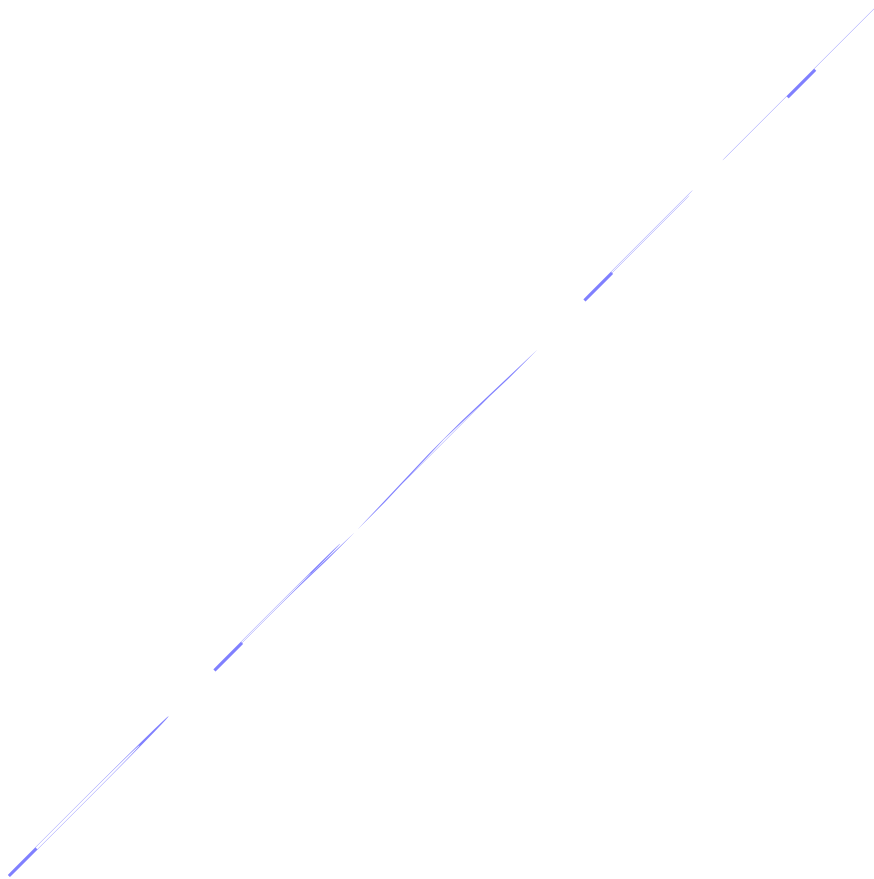


Exhibit B

To the Special Warranty Deed and Irrevocable Consent to the Appropriation, Withdrawal and Use of Groundwater executed (Owner), Grantor(s) on _____.

Decreed Groundwater Rights

Case No.: N/A
Court: N/A
Source: N/A
Amount: N/A
Date of Decree: N/A
Name of Owner: N/A

Permitted Groundwater

Permit No.: 237443-A
Date of Permit: November 6, 2001
Source: Not specified on permit
Amount: 15 GPM
Name of Owner: Dellora A. Norris Trust c/o Barnhart Pump Co
Legal Description of Well or other structure: SE 1/4, SW 1/4, Section 19, Township 15 S, Range 64 W, Sixth P.M.

Permit No.: 255690
Date of Permit: March 10, 2004
Source: Not specified on permit
Amount: 15 GPM
Name of Owner: Robert C. Norris c/o Barnhart Pump Co
Legal Description of Well or other structure: SE 1/4, SW 1/4, Section 19, Township 15 S, Range 64 W, Sixth P.M.

Surface Water Rights

Name of Water Right: N/A
Case No.: N/A
Court: N/A
Source: N/A
Amount: N/A
Date of Decree: N/A
Name of Owner: N/A

EXHIBIT C
Wilson Cost Sharing Table

Roadway	From	To	Roadway Classification	Project Scope	Responsibility	Amara-Generated Traffic	2045 Total Traffic	Amara Percentage of 2045 Total Traffic
Amara Parkway	Mesa Ridge Pkwy	Squirrel Creek Rd	Principal Arterial (4-Lane)	Construct Roadway	Amara	19,300	23,400	82%
Norris Parkway	Link Rd	Mesa Ridge Pkwy	Minor Arterial	Construct Roadway	Amara	15,000	15,000	100%
Tee Cross Trail	Amara Pkwy	Norris Pkwy	Collector	Construct Roadway	Amara	8,000	8,000	100%
Road A	Squirrel Creek Rd	Norris Pkwy	Minor Arterial	Construct Roadway	Amara	20,000	20,000	100%
Road B	Mesa Ridge Pkwy	property boundary	Collector	Construct Roadway	Amara	6,000	6,000	100%
Road C	Meridian Rd	property boundary	Collector	Construct Roadway	Amara	2,000	2,000	100%
Meridian Road	Mesa Ridge Pkwy	Fontaine Blvd	Principal Arterial (4-Lane)	Construct Roadway	Amara	17,500	20,000	88%
Mesa Ridge Parkway	Marksheffel Rd	Amara Pkwy	Principal Arterial (6-Lane)	Construct Roadway	Amara/Almagre - Adjacent Property Owners	33,600	40,400	83%
Mesa Ridge Parkway	Amara Pkwy	Norris Pkwy	Principal Arterial (4-Lane)	Construct Roadway	Amara/Almagre - Adjacent Property Owners	17,900	20,700	86%
Mesa Ridge Parkway	Norris Pkwy	Meridian Rd	Principal Arterial (4-Lane)	Construct Roadway	Amara	25,000	27,500	91%
Squirrel Creek Road	Link Rd	Powers Blvd	Principal Arterial (4-Lane)	Widen Roadway	Amara/Adjacent Property Owners	17,200	24,800	69%
Squirrel Creek Road	Powers Blvd	Amara Pkwy	Principal Arterial (4-Lane)	Widen Roadway	Amara/Adjacent Property Owners	32,000	35,500	90%
Link Road	Squirrel Creek Rd	C&S Rd	Minor Arterial	Widen Roadway	Regional Amara to contribute financially	13,300	20,700	64%
Marksheffel Road	Link Rd	Fontaine Blvd	Principal Arterial (4-Lane)	Widen Roadway	Regional Amara to contribute financially	9,400	22,000	43%
Powers Boulevard	Mesa Ridge Pkwy	Squirrel Creek Rd	Expressway/Freeway	Construct Roadway	Regional Amara to dedicate ROW	11,900	43,000	28%
Meridian Road	Fontaine Blvd	Bradley Rd	Principal Arterial (4-Lane)	Construct Roadway	Amara/Adjacent Property Owners	21,100	26,100	81%
Bradley Road	Marksheffel Rd	Meridian Rd	Principal Arterial (4-Lane)	Widen Roadway	Regional	9,100	28,300	32%

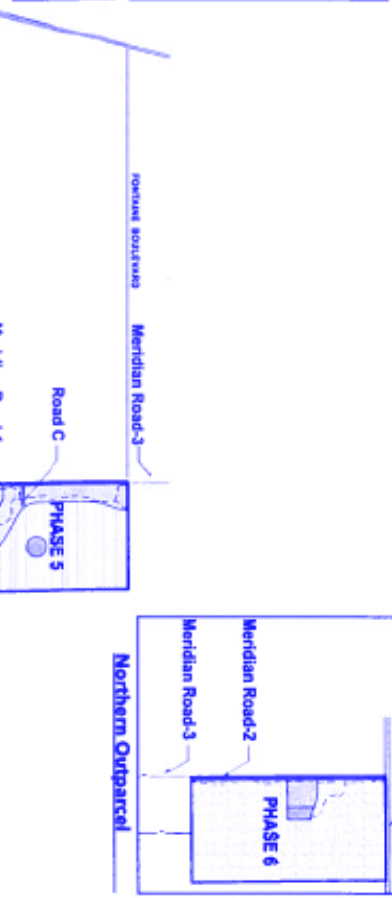
The foregoing Table may be updated and revised from time to time, and the “Amara Percentage of 2045 Total Traffic” calculations may correspondingly be updated and revised from time to time, based upon changes to the “Amara-Generated Traffic” as compared to the “2045 Total Traffic” resulting from, among other things, traffic patterns, roadway construction or closures, regional growth and/or additional develop in the region.

EXHIBIT D Roadway Improvement Exhibit

(Added graphics)

Annexation Agreement Roadway Improvement Exhibit Alt

Road Name	Phase	AA Number	Notes
Meridian Road-3	1	S-C-1.A.1	Open Development of Phase 1
Meridian Road-2	1	S-C-1.A.2	1,000' Building Fronts in Phase 1
Meridian Road-1	1	S-C-1.A.3	1,000' Building Fronts in Phase 1
Meridian Road-3	2	S-C-1.A.4	1,000' Building Fronts in Phase 2 or with floor slope of Phase 4
Meridian Road-2	2	409	1,000' Building Fronts in Phase 2
Meridian Road-1	2	409	1,000' Building Fronts in Phase 2
Meridian Road-3	3	409	During Phase 3
Meridian Road-2	3	S-C-1.A.1	1,000' Building Fronts in Phase 4
Meridian Road-1	3	S-C-1.A.1	1,000' Building Fronts in Phase 4
Meridian Road-3	4	409	During Phase 4
Meridian Road-2	4	S-C-1.A.2	1,000' Building Fronts in Phase 4
Meridian Road-1	4	S-C-1.A.3	1,000' Building Fronts in Phase 4
Meridian Road-3	5	409	During Phase 5
Meridian Road-2	5	S-C-1.A.4	1,000' Building Fronts in Phase 5
Meridian Road-1	5	S-C-1.A.5	1,000' Building Fronts in Phase 5
Meridian Road-3	6	S-C-1.A.6	1,000' Building Fronts in Phase 6
Meridian Road-2	6	S-C-1.A.7	1,000' Building Fronts in Phase 6
Meridian Road-1	6	S-C-1.A.8	1,000' Building Fronts in Phase 6



Road Name	Phase	AA Number	Notes
Meridian Road-3	1	S-C-1.A.1	Open Development of Phase 1
Meridian Road-2	1	S-C-1.A.2	1,000' Building Fronts in Phase 1
Meridian Road-1	1	S-C-1.A.3	1,000' Building Fronts in Phase 1
Meridian Road-3	2	S-C-1.A.4	1,000' Building Fronts in Phase 2 or with floor slope of Phase 4
Meridian Road-2	2	409	1,000' Building Fronts in Phase 2
Meridian Road-1	2	409	1,000' Building Fronts in Phase 2
Meridian Road-3	3	409	During Phase 3
Meridian Road-2	3	S-C-1.A.1	1,000' Building Fronts in Phase 4
Meridian Road-1	3	S-C-1.A.1	1,000' Building Fronts in Phase 4
Meridian Road-3	4	409	During Phase 4
Meridian Road-2	4	S-C-1.A.2	1,000' Building Fronts in Phase 4
Meridian Road-1	4	S-C-1.A.3	1,000' Building Fronts in Phase 4
Meridian Road-3	5	409	During Phase 5
Meridian Road-2	5	S-C-1.A.4	1,000' Building Fronts in Phase 5
Meridian Road-1	5	S-C-1.A.5	1,000' Building Fronts in Phase 5
Meridian Road-3	6	S-C-1.A.6	1,000' Building Fronts in Phase 6
Meridian Road-2	6	S-C-1.A.7	1,000' Building Fronts in Phase 6
Meridian Road-1	6	S-C-1.A.8	1,000' Building Fronts in Phase 6

Road Name	Phase	AA Number	Notes
Meridian Road-3	1	S-C-1.A.1	Open Development of Phase 1
Meridian Road-2	1	S-C-1.A.2	1,000' Building Fronts in Phase 1
Meridian Road-1	1	S-C-1.A.3	1,000' Building Fronts in Phase 1
Meridian Road-3	2	S-C-1.A.4	1,000' Building Fronts in Phase 2 or with floor slope of Phase 4
Meridian Road-2	2	409	1,000' Building Fronts in Phase 2
Meridian Road-1	2	409	1,000' Building Fronts in Phase 2
Meridian Road-3	3	409	During Phase 3
Meridian Road-2	3	S-C-1.A.1	1,000' Building Fronts in Phase 4
Meridian Road-1	3	S-C-1.A.1	1,000' Building Fronts in Phase 4
Meridian Road-3	4	409	During Phase 4
Meridian Road-2	4	S-C-1.A.2	1,000' Building Fronts in Phase 4
Meridian Road-1	4	S-C-1.A.3	1,000' Building Fronts in Phase 4
Meridian Road-3	5	409	During Phase 5
Meridian Road-2	5	S-C-1.A.4	1,000' Building Fronts in Phase 5
Meridian Road-1	5	S-C-1.A.5	1,000' Building Fronts in Phase 5
Meridian Road-3	6	S-C-1.A.6	1,000' Building Fronts in Phase 6
Meridian Road-2	6	S-C-1.A.7	1,000' Building Fronts in Phase 6
Meridian Road-1	6	S-C-1.A.8	1,000' Building Fronts in Phase 6



[not to scale]
July 21, 2023