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PLANNING & COMMUNITY DEVELOPMENT

TO: El Paso County Board of County Commissioners
Cami Bremer, Chair

FROM: Ashlyn Mathy, Planner II
Charlene Durham, PE, Senior Engineer
Meggan Herington, AICP, Executive Director

RE: Project File Number: ANX2319
Project Name: Colorado Centre Addition No. 3 Annexation
Parcel Numbers: 5509101001, 5509101002

OWNER:	REPRESENTATIVE:
COPO 9560 REAL ESTATE LLC 2615 LONE FEATHER DR COLORADO SPRINGS CO, 80929	City of Colorado Springs Planning & Community Development 30 S. Nevada Ave., Suite 701 Colorado Springs, CO 80903

Commissioner District: 4

Board of County Commissioners Hearing Date: 6/27/2024

EXECUTIVE SUMMARY

Acknowledgment of an annexation impact report for the Colorado Centre Addition No. 3 Annexation. Pursuant to State Statute, the Board of County Commissioners does not approve or deny an annexation impact report, nor does the Board of County Commissioners support or oppose annexation requests. The Report provided by the City of Colorado Springs notifies the County of the annexation request and describes potential impacts in very general terms. The properties consist of 32.94 acres and are zoned I-2 (Light industrial) and CC (Commercial Community) with an Airport Overlay. The properties are located at the intersection of Foreign Trade Zone Boulevard and Bradley Road. The annexation request is scheduled to be heard before the City of Colorado Springs City Council on July 9, 2024.

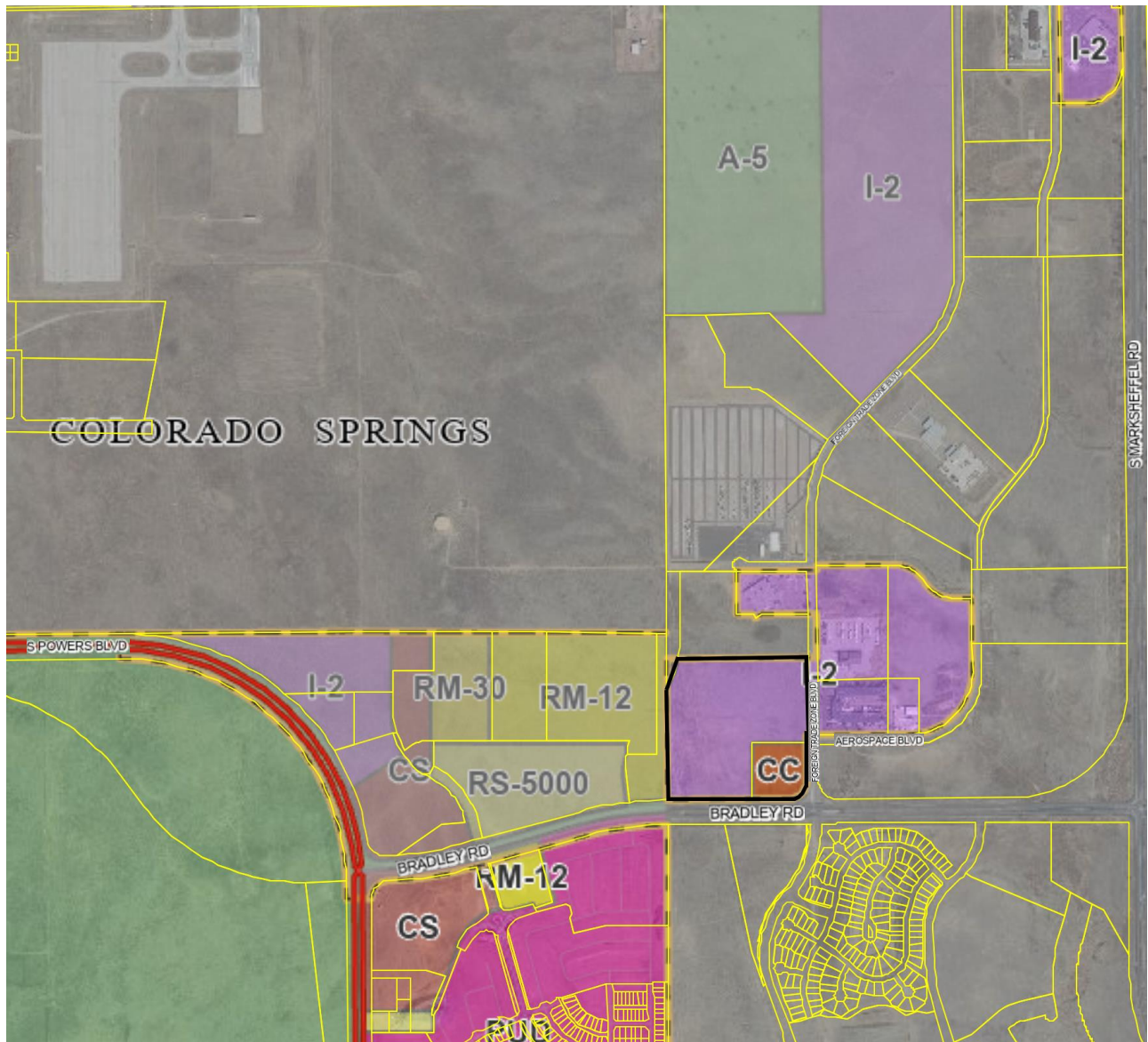
2880 INTERNATIONAL CIRCLE
OFFICE: (719) 520 – 6300



COLORADO SPRINGS, CO 80910
PLNWEB@ELPASOCO.COM

WWW.ELPASOCO.COM

Zoning Context Map



A. BACKGROUND

The property proposed for annexation is vacant. In October of 2023, the City of Colorado Springs provided documentation for the project, staff informed the City of Colorado Springs that anything over 10 acres would require the annexation impact report. On May 14, 2024, the City of Colorado Springs sent the El Paso County Clerk to the Board an Annexation Impact Report to annex approximately 32.94 acres (PCD file no. ANX2319). The Land Use Plan provided by the City of Colorado Springs indicates

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COLORADO SPRINGS, CO 80910
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that this property will be subdivided into eight (8) lots with an extension of Aerospace Boulevard and zoned into three different zoning districts under, General Industrial (GI-AP-O), Mixed Use-Medium (MX-M-AP-O), and Light Industrial (LI-AP-O).

B. APPROVAL CRITERIA AND LAND DEVELOPMENT CODE ANALYSIS

Pursuant to Colorado State Statutes, the County does not approve or deny an annexation impact report. The annexation impact report provided by the City of Colorado Springs notifies the County and describes potential impacts of the proposed annexation. This request complies with Chapter 10 (Annexation and Disconnection) of the Land Development Code and with Colorado State Statutes. Section 10.1.4 of the Land Development Code provides standards for the annexation impact report. Section 10.1.7 of the Code provides standards for review of annexation impact reports. The Code sections are included below. Following each bullet point, staff has provided an analysis of the report requirements and the review criteria as it pertains to this request.

10.1.4.B Annexation Impact Report Requirements

The annexation impact report, if required to be submitted, shall include the following information, at a minimum:

- *A map or maps of the municipality and the adjacent territory showing present and proposed boundaries of the municipality in the vicinity of the proposed annexation, the present streets, water mains, sewer interceptors and outfalls, and other utility lines and ditches in the vicinity of the proposed annexation and the existing and proposed land use patterns in the areas to be annexed.*

The applicant has provided a map and supplemental documentation which meets the above criteria. Pursuant to El Paso County's Intergovernmental Agreement (IGA) with the City of Colorado Springs, the property proposed for annexation is located within an annexation area of interest. Additionally, the property is identified in the Your El Paso Master Plan (2021) as part of the Potential Areas for Annexation Key Area.

The property proposed for annexation is not contiguous with the City of Colorado Springs municipal boundary. To the North and East of the property is property that is in the County's jurisdiction. Those parcels include industrial uses and the Widefield Transportation Center. The properties proposed for



annexation consist of vacant land and a portion of Foreign Trade Zone Boulevard (approximately 296 feet).

C.R.S. § 31-12-104.1.a states: *Contiguity shall not be affected by the existence of a platted street or alley, a public or private right-of-way, a public or private transportation right-of-way or area, public lands, whether owned by the state, the United States, or an agency thereof, except county-owned open space, or a lake, reservoir, stream, or other natural or artificial waterway between the annexing municipality and the land proposed to be annexed.*

Pursuant to the annexation eligibility standards identified in this section of the C.R.S., this land may still be eligible for annexation if it is separated from the municipal boundary by land owned by an agency and public right of way. Therefore, since contiguity shall not be affected by right of way or property owned by an agency, it may still be found to meet the eligibility for annexation as outlined in the C.R.S.

- *A copy of any draft or final pre-annexation agreement, if available.*

The applicant has provided a draft annexation agreement as an additional document to the impact report.

- *A statement setting forth the plans of the municipality for extending to or otherwise providing for municipal services.*

According to the applicant's annexation impact report, Colorado Springs Utilities proposes to provide water, wastewater, natural gas, and electric services to the property. The report also identifies potential plans for extending these services along with streets and fire and police service to the property.

- *A statement setting forth a method under which the municipality plans to finance the extension of municipal services.*

These statements are provided in the annexation agreement and impact report. The documents state that the owner/developer is responsible for extending those services into the annexed land.



- *A statement identifying existing districts within the area to be annexed.*

The applicant's annexation impact report identifies the following existing districts within the area proposed to be annexed:

- Pikes Peak Library District,
 - Widefield School District 3,
 - Southeastern Colorado Water Conservancy District,
 - Colorado Centre Metro District,
 - Colorado Centre Metro District Dev Owned Prop,
 - El Paso County Conservation District
- *A statement regarding the effect of the annexation upon local public school district systems, including the estimated number of students generated and the capital construction required to educate such students.*

The applicant's annexation impact report identifies that the proposal is for industrial/commercial uses, therefore no students would be generated from this use or annexation.

10.1.7. Standards for Review of Annexation Impact Reports

The BoCC shall evaluate the annexation impact report for the following:

- *Has the municipality made adequate provisions for the requisite level of utility services to the area?*

According to the applicant's annexation impact report, if approved at the City Council meeting on July 9th, Colorado Springs Utilities (CSU) will provide all services to the site (utilities, fire, police, streets, etc.).

- *Has the municipality made adequate provisions for the requisite level of police and fire protection?*

If the annexation request is approved by the City Council, services including Police and Fire protection will be provided by the City of Colorado Springs, according to the applicant's annexation impact report.



- *Will the proposed annexation encourage growth patterns which are inconsistent with the Master Plan either in terms of the type of land use or the timing of such growth?*

See Section D for an analysis of the request's consistency with the Master Plan.

- *Will the proposed annexation create unreasonable roadway maintenance/drainage problems?*

The applicant's annexation impact report does not indicate any unreasonable roadway maintenance/drainage problems. There was no traffic study provided with the project.

- *Will the proposed annexation have unreasonable detrimental impacts upon land adjoining the area proposed to be annexed in terms of land use compatibility, timing of growth or other development related concerns?*

Staff is not aware of any unreasonable detrimental impacts to the surrounding properties as a result of the annexation.

- *Will the annexation create County enclaves within the municipality which have little or no possibility of future annexation by the municipality?*

The proposed annexation would result in the creation of an enclave between the City of Colorado Springs and El Paso County for the parcels to the north and east of the subject property. With these two parcels being annexed, the other properties to the north and east will then be surrounded by the City of Colorado Springs.

- *Will the annexation remove land from an existing special district to the extent that the provision of service by the special district to the balance of the special district is no longer financially feasible?*

Staff is not aware of any Title 32 districts that provide utility services in the area.



C. MASTER PLAN ANALYSIS

1. Your El Paso Master Plan

Placetype Character: Employment Center

Employment Centers comprise land for industrial, office, business park, manufacturing, distribution, warehousing, and other similar business uses. The priority function of this placetype is to provide space for large-scale employers to establish and expand in El Paso County. They are typically located on or directly adjacent to Interstate 25 and/or other regional corridors to ensure business and employee access.

Proximity to other transportation hubs, such as Meadowlake Airport, and rail lines is also appropriate for an Employment Center. Uses in this placetype often require large swaths of land and opportunity to expand and grow to meet future needs and demands. Transitional uses, buffering, and screening should be used to mitigate any potential negative impacts to nearby residential and rural areas. Some Employment Centers are located in Foreign Trade, Commercial Aeronautical, and Opportunity Zones to help incentivize development.

Recommended Land Uses:

Primary

- *Light Industrial/Business Park*
- *Heavy Industrial*
- *Office*

Supporting

- *Commercial Retail*
- *Commercial Service*
- *Restaurant*

Analysis:

The property is located within the Employment Center placetype. The placetype is meant for commercial and industrial uses with large amounts of land to be associated with the placetype. Relevant goals and objectives are as follows:

Goal LU2 – *Coordinate context-sensitive annexation and growth strategies with municipalities.*



Objective LU2-1 – Continue to coordinate with the individual cities and towns as they plan for growth. Collaboration with the individual communities will prevent the unnecessary duplication of efforts, overextension of resources, and spending of funds.

Goal CFI1 – Coordinate with agencies to provide high-quality community facilities, services, and infrastructure to enhance quality of life.

Objective HC2-3 – Coordinate regularly with municipalities to maintain knowledge of plans for annexation.

Goal ED3 – Encourage the development of commercial districts in underserved areas.

The applicant states the proposed use of the property would be commercial and industrial uses which would comply with the Master Plan; the area is adjacent to industrial and commercial uses. Development of the property for industrial and commercial uses within the City of Colorado Springs is consistent with the purpose and recommended land uses of the Employment Center placetype and the goals and objectives outlined in the Master Plan.

a. Area of Change Designation: New Development

These areas will be significantly transformed as new development takes place on lands currently largely designated as undeveloped or agricultural areas. Undeveloped portions of the County that are adjacent to a built-out area will be developed to match the character of that adjacent development or to a different supporting or otherwise complementary one such as an employment hub or business park adjacent to an urban neighborhood.

Analysis:

The property is located in the New Development area of change, which anticipates a significant change in character for the area. The property is currently zoned Commercial Community, which would allow development of various commercial uses to benefit the surrounding area as the community grows. The proposal for a mix of commercial and industrial uses will not present a substantial change to the



character of the area. Therefore, the proposed annexation is consistent with the Area of Change designation.

b. Key Area: There is no Key Area associated with the subject properties.

c. Priority Development Area: There are no Priority Development Areas associated with the subject properties.

D. ATTACHMENTS

Map Series

Annexation Impact Report

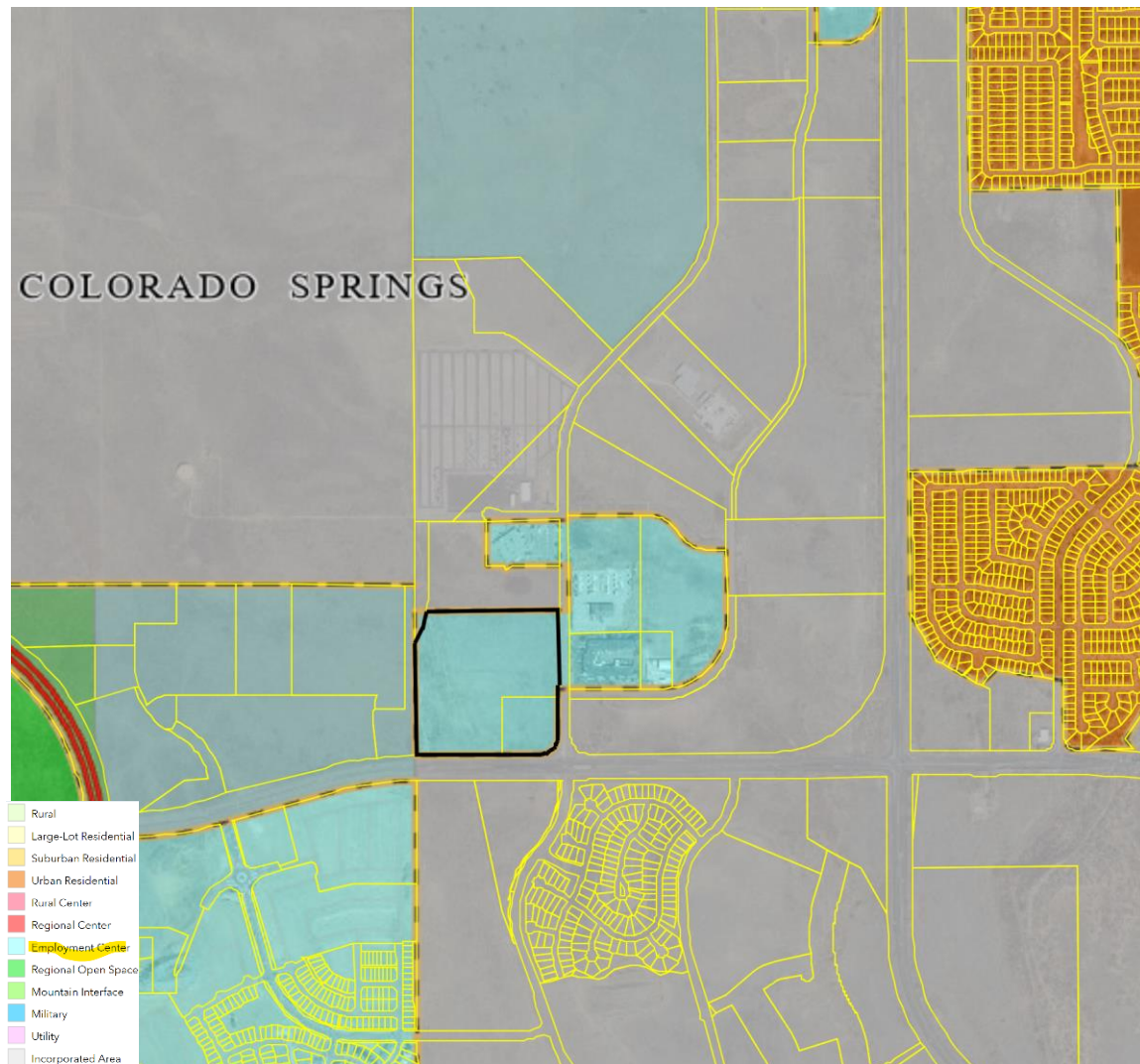
Annexation Agreement



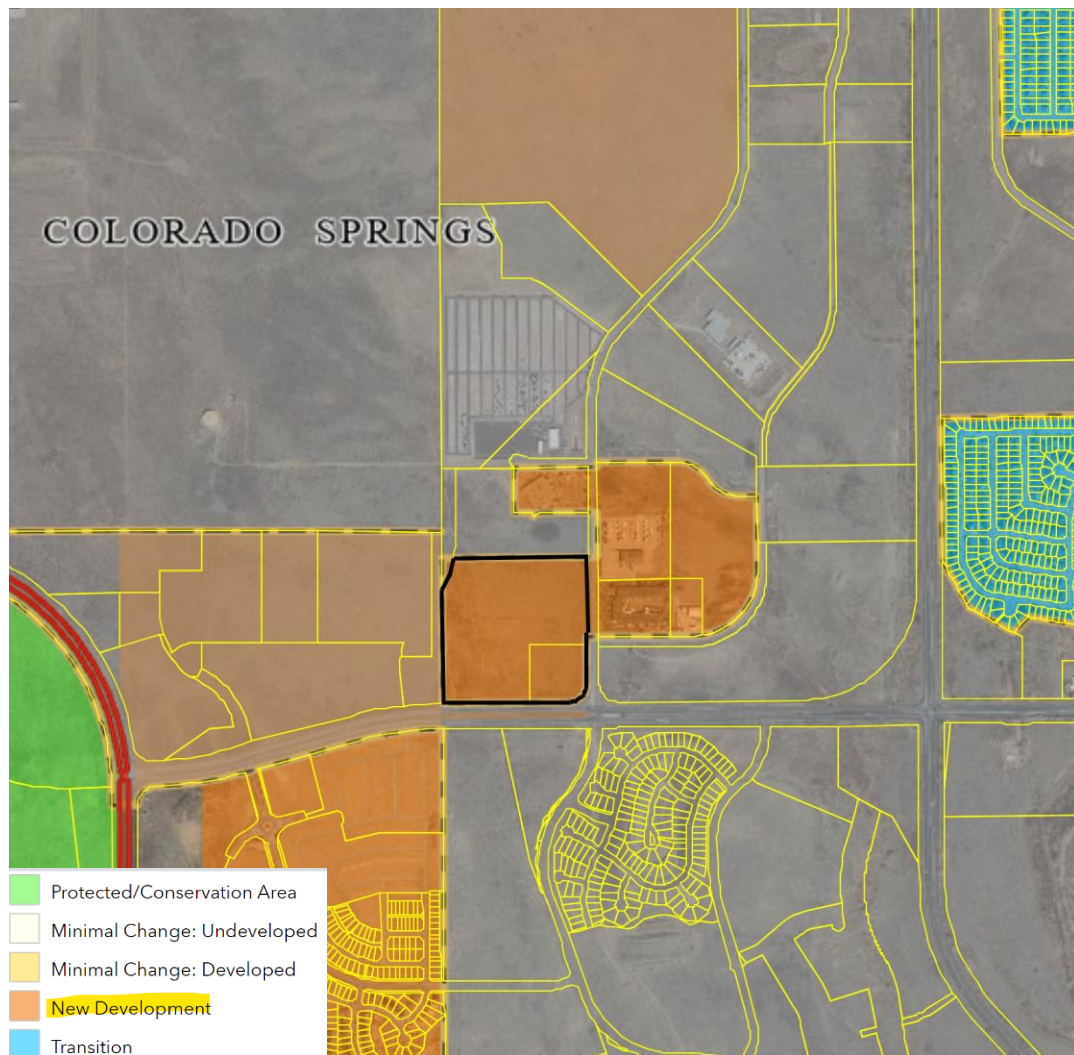
Map Series

ANX2319

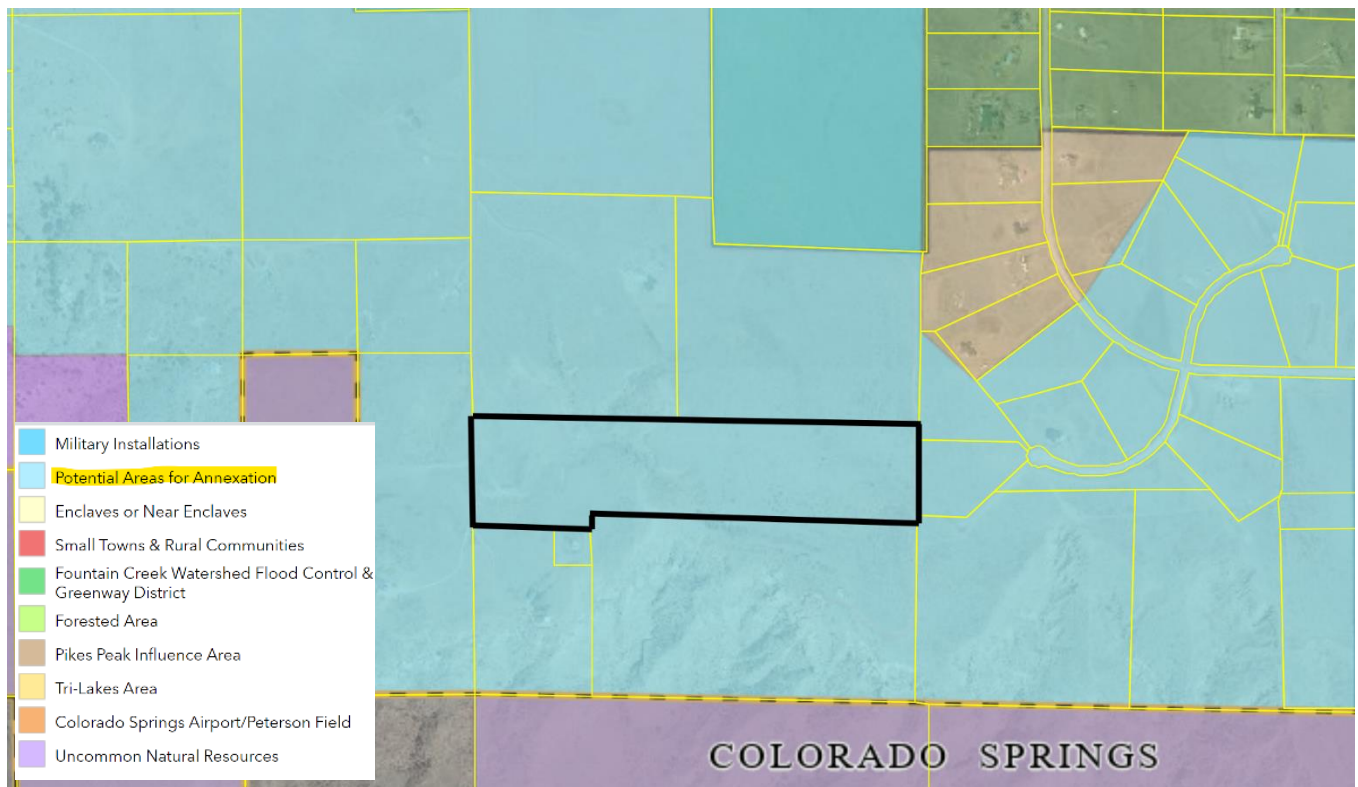
Placetype Map:



Area of Change Map:



Key Area Map:



**COLORADO CENTRE ADDITION NO. 3
ANNEXATION IMPACT REPORT**

MAY 14, 2024

The Annexor and property owner, COPO 8560 Real Estate LLC, have submitted an annexation application request to the City of Colorado Springs consisting of 32.94 acres located northeast of Foreign Trade Zone Boulevard and Bradley Road intersection. 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 (May 22, 2018 City Council Regular meeting) 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, as a minimum:

- a) A map or maps of the municipality and adjacent territory to show the following information:
 - (I) The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;
 - (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
 - (III) The existing and proposed land use pattern in the areas to be annexed;
- b) A copy of any draft or final pre-annexation agreement, if available;
- 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;
- 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;
- e) A statement identifying existing districts within the area to be annexed; and
- 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 applicant has prepared the Sands Master Plan, which is attached and which provides most of the requested information. The remainder of this report will answer the specifically listed A.I.R. checklist information.

- a) **A map or maps of the municipality and adjacent territory to show the following information:**
 - (I) **The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;**
The attached Land Use Plan and Annexation Plat 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**
The attached Land Use Plan shows the location of major existing and proposed streets, City utility, public improvements and drainage infrastructure and facilities.
 - (III) **The existing and proposed land use pattern in the area to be annexed;**
The attached Land Use Plan shows the proposed land use pattern for the area being annexed. Currently the site is currently vacant. If approved, the proposed industrial/commercial uses will be allowed.
- b) **A copy of any draft or final pre-annexation agreement, if available;**

Attached find the most recent draft of the Colorado Centre Addition No. 3 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, all municipal services (utilities, fire, police, streets, etc.) will be provided by the City of Colorado Springs.

- 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 standard annexation agreement provisions regarding extension of public facilities and utilities. Generally, the owner/developer is responsible for extending these services into the annexed land.

- 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:

- Widefield School District #3
- Pikes Peak Library District;
- Southeastern Colorado Water Conservancy District;
- Colorado Centre Metro District
- Colorado Centre Metro District Dev Owned Prop
- El Paso County Conservation 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 proposal is for industrial/commercial uses, no additional students would be generated from this annexation.

ANNEXATION PLAT
COLORADO CENTRE ADDITION NO. 3

LOTS 4 AND LOT 5, COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO.1 AND A PORTION OF FOREIGN TRADE ZONE BOULEVARD, ALL BEING A PORTION OF THE NE¹/₄ OF SECTION 9, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6th PRINCIPAL MERIDIAN, TO THE CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO.

BE IT KNOWN BY THESE PRESENTS:

That COPO 9560 Real Estate LLC, being the owner and petitioner of the following described tract of land to wit:

Lot 4, and Lot 5, together with a portion of Foreign Trade Zone Boulevard, all of Colorado Centre Foreign Trade Zone and Business Park Filing No.1, a subdivision recorded under Reception No. 1463836 of the records of El Paso County, Colorado, described as follows:

(BASIS OF BEARING STATEMENT PER POLICIES CONCERNING THE PRACTICE OF LAND SURVEYING, SECTION 60.2.2.4 - THE WEST LINE OF LOT 4, COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1, AS BEARING N00°15'30"E, UNDOCUMENTED AS SHOWN.)

BEGINNING at the Southwest Corner of said Lot 4, thence N00°15'30"E, 922.96 feet along a West line of said Lot 4 to an angle point (point on curve) thereof;

Thence Northerly, a distance of 281.31 feet along a West line of said Lot 4 to the North line thereof and the arc of a curve concave to the West, said arc having a radius of 1,030.00 feet, a central angle of 15°38'54" and being subtended by a chord that bears N20°22'03"E, 280.43 feet;

Thence along a line non-tangent to said curve, S89°54'16"E, 1,170.88 feet along a line being on a part of "Annexation Plat-Colorado Center No.1", and along the North line of said Lot 4 and across a portion of said Foreign Trade Zone Boulevard to a point on the East Right-of-Way line thereof;

Thence S00°21'39"W, 620.90 feet along an East line of said Foreign Trade Zone Boulevard;

Thence S89°38'22"E, 10.00 feet along an East line of said Foreign Trade Zone Boulevard;

Thence S00°21'38"W, 30.10 feet along an East line of said Foreign Trade Zone Boulevard;

Thence N89°54'16"W, 100.00 feet along a line being on a part of "Annexation Plat-Colorado Center No.1" and across a portion of said Foreign Trade Zone Boulevard;

Thence S00°21'38"W, 385.68 feet along a line being on a part of "Annexation Plat-Colorado Center No.1", an east line of said Lot 4 and the east line of said Lot 5 to a point of curve to the right;

Thence Southwesterly, 234.93 feet along the arc of said curve to a point tangent, along a line being on a part of "Annexation Plat-Colorado Center No.1", and along the southeasterly line of said Lot 5, said arc having a radius of 150.00 feet, a central angle of 89°44'06" and being subtended by a chord that bears S45°13'41"W, 211.64 feet;

Thence N89°54'16"W, 1,025.87 feet along a line being on a part of "Annexation Plat-Colorado Center No.1", along the South line of said Lot 5 and the South line of said Lot 4 to the Southwest Corner thereof and the **TRUE POINT OF BEGINNING**;

Area = 1,434,684 square feet, 32.94 acres, more or less.

IN WITNESS WHEREOF:

The aforementioned, COPO 8560 Real Estate LLC, has executed this instrument this ____ day of 2024 A.D.

By: _____, As: _____

NOTARIAL:

STATE OF COLORADO

COUNTY OF EL PASO

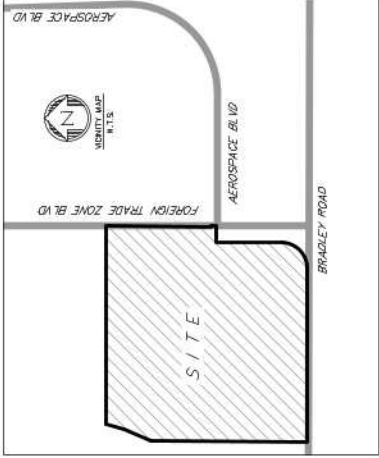
The above and aforementioned was acknowledged before me this ____ day of _____, 2024,

by _____, as _____ of COPO 8560 Real Estate LLC

Witness my hand and seal _____

Address _____

My Commission expires _____



NOTES

1. Total perimeter of portion to be annexed: 4782.63'
Perimeter along City Colorado Springs Limits: 2917.36' (61.00%)
1/6th perimeter percentage: 797.11' (16.67%)
2. Basis of bearing statement per policies concerning the practice of land surveying, section 60.2.2.4 - the West line of Lot 4, Colorado Centre Foreign Trade Zone and Business Park Filing No. 1 as bearing N0°15'30"E, monuments described on plat.
3. Easements and other record documents shown or noted on this survey were examined as to location and purpose and were not examined as to restrictions, exclusions, conditions, obligations, terms, or as to the right to grant the same.
4. FEDERAL EMERGENCY MANAGEMENT AGENCY, FEMA Flood Insurance Rate Map, Map Number 08041C07686, with effective date of December 7, 2018, indicates this parcel is located in Zone X (Area of minimal flood hazard).
5. Lineal units used for this survey are U.S. Survey Feet
6. All easements that are electric dedicated hereon for public utility purposes related to gas and water shall be subject to those terms and conditions as specified in the instrument recorded at Reception Number 21212548 of the records of El Paso County, Colorado. All other easements or interests of record affecting any of the platted property depicted hereon shall not be affected and shall remain in full force and effect.

SURVEYOR'S CERTIFICATION:

I, Randall D. Hency, a registered professional land surveyor in the state of Colorado, do hereby state that the annexation plat hereon shown is a correct delineation of the above described parcel of land and that at least one-sixth (1/6) of the perimeter boundary of said parcel is contiguous with the present boundary of the City of Colorado Springs, El Paso County, Colorado.

RANDALL D. HENCY
Colorado Professional Land Surveyor No. 27605
For and on behalf of Polaris Surveying Inc.

CITY APPROVAL:

On behalf of the City of Colorado Springs, the undersigned hereby approve for filing the accompanying annexation plat of "COLORADO CENTRE ADDITION NO. 3"

City Planning Director Date City Engineer Date

The annexation property shown on this plat is approved pursuant to an ordinance made and adopted 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 the ____ day of _____, 2024, A.D.

City Clerk Date

CITY COMMENTS				REVISIONS				CITY FILE NO. ANEX-22-0014			
#	QTY	COMMENTS	02-28-24	DATE	APPROVED	DRAWN BY:	RDH	DATE:	12/15/22	Annexation Plat	
ZONE	REV	DESCRIPTION	DATE	DATE	DATE	CHECKED BY:	TJW	DRAWING NO:	N/A	POLARIS SURVEYING, INC.	
1	REVISE BOUNDARY	04-26-23								1903 Lelary Street, Suite 102	
2	CITY COMMENTS	05-25-23								COLORADO SPRINGS, CO 80909	
3	CITY COMMENTS	08-26-23								(719)448-0844 FAX (719)448-9225	
4	CITY COMMENTS	01-03-24								For: Kimley Horn	

COLORADO CENTRE ADDITION NO. 3
LOTS 4 & 5 OF COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1
SITUATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH
P.M., CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO

PROJECT DESCRIPTION	DATE	STATUS	COMMENTS
Project A	2023-01-15	Completed	Successful launch
Project B	2023-02-01	In Progress	Minor delays
Project C	2023-03-10	On Hold	Resource allocation
Project D	2023-04-05	Planned	Initial planning

THE PROJECT PROPOSES TO DESIGNATE 31.73 AC± TO BE NOW KNOWN AS COLORADO CENTRE ADDITION NO. 3, A PROPOSED MIX OF INDUSTRIAL AND COMMERCIAL USES.

GENERAL NOTES

- [illegible]

DEVELOPMENT PLAN NOTES

1. THE DEVELOPER WILL NEED TO CONSTRUCT A CENTER LANE ALONG FOREIGN TRADE ZONE BOULEVARD BETWEEN AEROSPACE BOULEVARD AND THE SITE NORTH PROPERTY LINE.
2. THE DEVELOPER WILL NEED TO CONSTRUCT A NORTHBOUND LEFT TURN LANE AT FOREIGN TRADE ZONE BOULEVARD/AEROSPACE BOULEVARD INTERSECTION. THE DEVELOPER WILL NEED TO CONSTRUCT A WESTBOUND LEFT TURN LANE ALONG FOREIGN TRADE ZONE BOULEVARD/AEROSPACE BOULEVARD INTERSECTION. THE DEVELOPER WILL NEED TO CONSTRUCT A WESTBOUND LEFT TURN LANE ALONG BRADLEY ROAD TO THE EAST EDGE OF THE PROPOSED RIGHT IN/OUT ACCESS. THE DEVELOPER WILL NEED TO CONSTRUCT A WESTBOUND LEFT TURN LANE ALONG BRADLEY ROAD TO THE EAST EDGE OF THE PROPOSED RIGHT IN/OUT ACCESS. THIS LANE WILL SERVE AS ACCELERATION/DECELERATION LANE.
3. THE DEVELOPER WILL NEED TO CONSTRUCT A WESTBOUND LEFT TURN LANE ALONG BRADLEY ROAD TO THE EAST EDGE OF THE PROPOSED RIGHT IN/OUT ACCESS. THIS LANE WILL SERVE AS ACCELERATION/DECELERATION LANE.
4. THE DEVELOPER WILL BE RESPONSIBLE TO COORDINATE THE ACCESS PERMIT WITH CDOT.

OVERALL SITE DATA

ACREAGE	31.73AC±
TAX SCHEDULE NUMBER	550910101 & 550910102
EXISTING ZONE(S)	I-2 CAD-O & CC CAD-O
PROPOSED ZONE	MX-M-AP-O, U-AP-O & GI - AP-O
PARCEL OVERALL	31.73AC±
GI-AP-O	10.538AC±
MX-L-AP-O	4.831AC±
U-AP-O	16.364AC±
OPEN SPACE/PONDS	0.0AC±
PRIVATE DRIVE EASEMENT*	1.747AC±

*PRIVATE DRIVE EASEMENT IS INCLUDED WITHIN THE LI-AP-0 ZONE

PROPOSED LAND USE	
CLASSIFICATION	ACREAGE
GI-AP-O	10.538±
WX-L-AP-O	4.831±
LI-AP-O*	16.384±
PROPOSED (CIVIC/PUBLIC) LAND USE	
LAND USE	ACREAGE±
OPEN SPACE /DRAINAGE/PONDS	0.0±
PRIVATE DRIVE EASEMENT*	1.747±

*PRIVATE DRIVE EASEMENT IS INCLUDED WITHIN THE LI-AP-O ZONE.

Kimley»Horn

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2 NORTH NEVADA AVENUE, SUITE 300

COLORADO SPRINGS, COLORADO 80903 (719) 453-0180

LEGAL DESCRIPTION

LOT 4, AND LOT 5, ALL OF COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO.1, A SUBDIVISION RECORDED UNDER RECEPTION NO. 1463836 OF THE RECORDS OF EL PASO COUNTY, COLORADO

PARCEL CONTAINS 1,386,515 SQUARE FEET OR 31.73 ACRES MORE OR LESS.

FLOODPLAIN NOTES

THIS PROPERTY IS LOCATED WITHIN A DESIGNATED FEMA AREA OF MINIMAL FLOOD HAZARD (ZONE X) AS DETERMINED BY THE FLOOD INSURANCE RATE MAP, COMMUNITY MAP NUMBER '0804/C07686', EFFECTIVE DATE 12/7/2018.

APPLICANT:

PLANNER:
KIMLEY-HORN AND ASSOCIATES INC.
C/O LARRY SALAZAR
2 N. NEVADA AVENUE, SUITE 900
COLORADO SPRINGS, 80903

LEGEND:

SHEET 1 OF 4 COVER
 SHEET 2 OF 4 EXISTING CONDITIONS
 SHEET 3 OF 4 LAND USE PLAN
 SHEET 4 OF 4 REZONE PLAN

LOTS 4 & 5 OF COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1
SITUATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH
P.M., CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO



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COLORADO SPRINGS, COLORADO 80903 (719) 453-0180

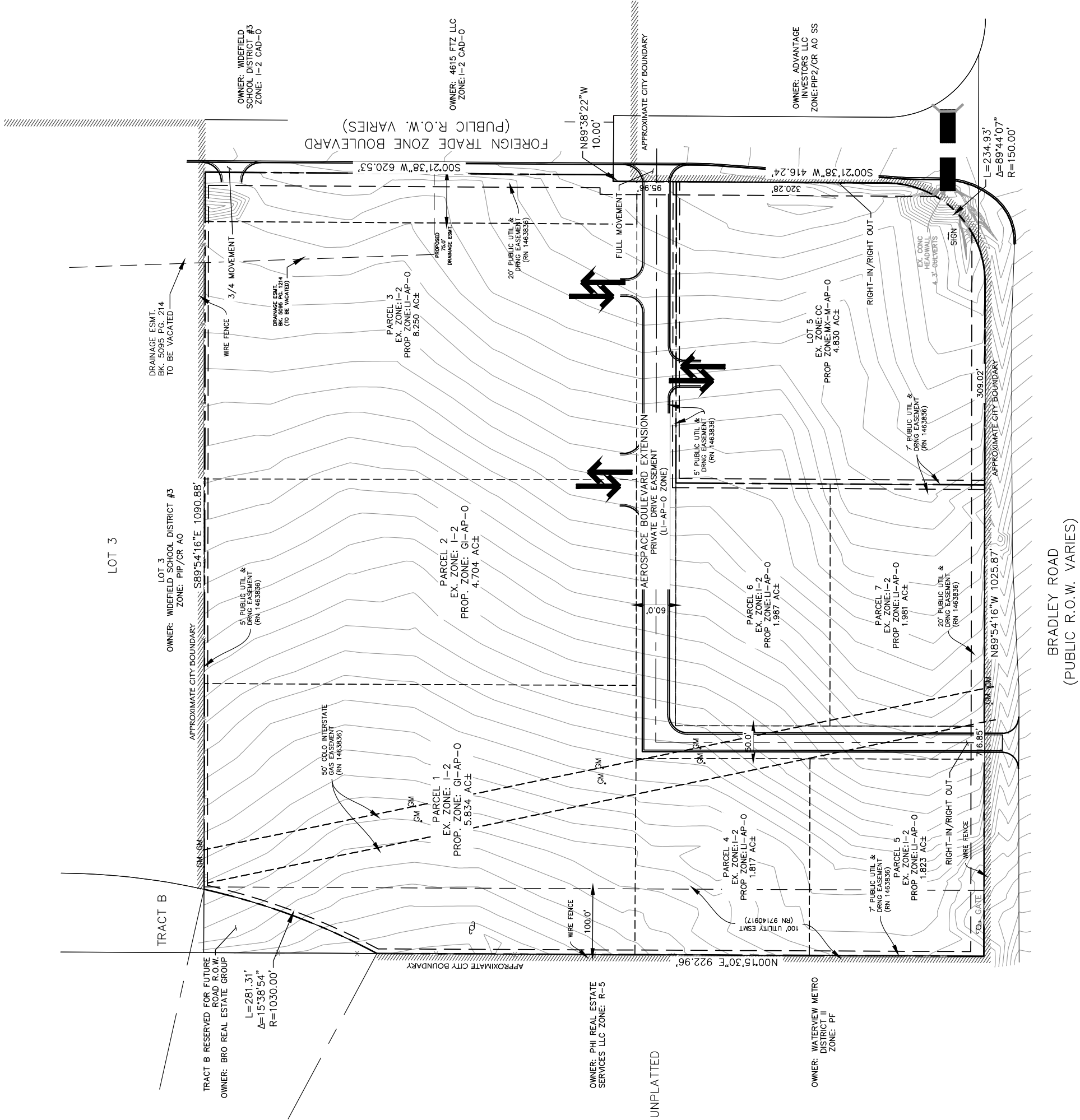
FOREIGN TRADE ZONE - CITY FILE NO. MAPN-23-0008

LAND USE PLAN - EXISTING CONDITIONS

COLORADO CENTRE ADDITION NO. 3

LOTS 4 & 5 OF COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1

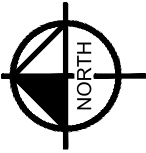
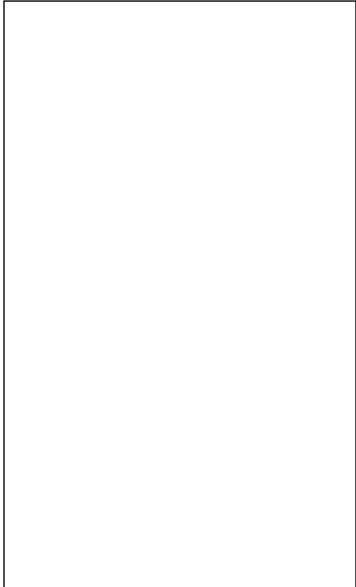
SITUATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO



PROPOSED LAND USE	
CLASSIFICATION	ACREAGE
GI-AP-O	10.538±
MAKAP-O	4.831±
LI-AP-O*	16.364±
PROPOSED (CIVIC/PUBLIC) LAND USE	
LAND USE	
ACREAGE±	
OPEN SPACE/DRAINAGE/PONDS	0.0±
PRIVATE DRIVE EASEMENT*	1.777±

*PRIVATE DRIVE EASEMENT IS INCLUDED WITHIN THE LI-AP-O ZONE.

CITY APPROVAL:



© 2020 KIMLEY-HORN AND ASSOCIATES, INC.
2 NORTH NEVADA AVENUE, SUITE 300
COLORADO SPRINGS, COLORADO 80903 (719) 453-0180

LOTS 4 & 5 OF COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1
SITUATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH
P.M., CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO



**COLORADO CENTRE ADDITION No. 3
ANNEXATION AGREEMENT**

THIS ANNEXATION AGREEMENT "Agreement", dated this 21 day of February 2024 is between the City of Colorado Springs, a home rule city and Colorado municipal corporation ("City"), and COPO 8560 Real Estate LLC ("Owners" or "Property Owners").

**I.
INTRODUCTION**

The Owners own all of the real property located in El Paso County, Colorado, identified and described on the legal description attached as Exhibit A (the Property).

The growth of the Colorado Springs metropolitan area makes it likely that the Property will experience development in the future. The Owners will be required to expend substantial amounts of funds for the installation of infrastructure needed to service the Property and, therefore, desires to clarify Owners' obligations for installation of or payment for any off-site infrastructure or improvements and with regard to the City's agreements with respect to provision of services to the Property and cost recoveries available to Owners. Subject to the terms and conditions set forth in this Agreement, both the City and Owners wish to annex the Property into the City to ensure its 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 Owners agree as follows.

**II.
ANNEXATION**

The Owners have petitioned the City for annexation of the Property as set forth in Exhibit A. The annexation will become effective upon final approval by the City Council and the recording of this annexation agreement, the annexation plat, the Colorado Centre Addition No. 3 special warranty deed and irrevocable consent to the appropriation, withdrawal, and use of groundwater as forth in Exhibit B and the annexation ordinance with the El Paso County Clerk and Recorder.

All references to the Property or to the Owners' Property are to the Property described in Exhibit A except as otherwise indicated.

**III.
LAND USE**

The Colorado Centre Addition No. 3 Land Use Plan for the Property, City file number MAPN-23-0008, (the "Land Use Plan") has been proposed and submitted to the City for approval. Owners will comply with the approved Land Use Plan or an amended Land Use Plan approved in accord with applicable provisions of the Code of the City of Colorado Springs 2023, as amended or recodified ("UDC").

IV. ZONING

A. Zoning. The Planning and Development Department of the City agrees to recommend that the initial zone for the Owners' Property shall be MX-M AP-O (Mixed-Use Medium Scale with Airport Overlay), LI AP-O (Light Industrial with Airport Overlay), and GI AP-O (General Industry with Airport Overlay) upon annexation. While zoned MX-M AP-O (Mixed-Use Medium Scale with Airport Overlay), LI AP-O (Light Industrial with Airport Overlay), and GI AP-O (General Industry with Airport Overlay), a development plan shall be required for any use. Owners acknowledge the Property shall also be established with an Avigation Easement over the entire Property. Owners acknowledge and understand that the City Council determines what an appropriate zone is for the Property, and this recommendation does not bind the Planning Commission or City Council to adopt the recommended zone for the Property.

B. Change of Zoning. Any future change of zone request shall conform to the Land Use Plan, as approved or as amended by the City in the future. Rezoning in accord with the zones reflected on the Concept Plan will occur prior to actual development of the site.

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 public facilities and improvements to be designed, extended, installed, constructed, dedicated and conveyed as part of the land development review and construction process. Public facilities and improvements are those improvements to property which, after being constructed by the Owners and accepted by the City, shall be maintained by the City or another public entity. 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 4, Part 3 of the Unified Development Code (the "Subdivision Standards"). 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.) Stormwater infrastructure to convey stormwater; 4.) Arterial roadway bridges; 5.) Parks; 6.) Schools; and 7.) Other facilities and improvements warranted by a specific land development proposal.

It is understood that all public facilities and improvements shall be subject to the provisions of the Chapter 7, Article 4 of the City Subdivision Standards, unless otherwise specifically provided for under the terms and provisions of this Agreement. Those specifically modified public facilities and improvements provisions are as follows:

B. Metropolitan Districts. N/A

C. Streets, Bridges and Traffic Control. Unless agreed to elsewhere in this Agreement the Owners agrees to construct, at the Owners' expense, those streets, bridges and/or traffic improvements adjacent to or within the Property. These improvements shall also include mutually acceptable dedications of right-of-way and easements, and extension of streets and right-of-way. The provisions of City Code §§ 7.4.304.F (Reimbursements) and 7.4.305 (Arterial Roadway Bridges) are excluded. City participation or reimbursement for Arterial Streets and Arterial Bridges within the Property will not be allowed.

1. On-Site or Adjacent Streets: Owners agree to comply with timing and phasing of construction responsibilities outlined specifically on the Land Use Plan and any subsequent amendments.
 - a. Owners shall construct, at their own expense, a center lane along Foreign Trade Zone Boulevard from Aerospace Boulevard intersection to the north Property line.
 - b. Owners shall construct, at their own expense, a northbound left turn lane into the Property along Foreign Trade Zone Boulevard that is one hundred fifty (150) feet long, with an additional forty (40) foot taper. This is to enter the Property at the existing intersection of Foreign Trade Zone Boulevard and Aerospace Boulevard.
 - c. Owners shall construct, at their own expense, the extension of the existing westbound acceleration lane along Bradley Road to the east edge of the proposed Right In/Out access to the Property. This lane will serve as an acceleration/deceleration lane.
2. Off-Site Streets and Bridges: N/A
3. Traffic Control Devices. Owners 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 determined necessary by the City and in accord with uniformly applied criteria set forth by the City. Owners shall also remit to the City an amount of \$100,000.00 for the future anticipated traffic signal at the intersection of Bradley Road and Foreign Trade Zone Boulevard. This shall be paid to the City prior to the approval of the construction plans of the traffic signal.
- D. Drainage. A Preliminary Drainage Report shall be prepared and submitted by the Owners to the City and approved by the Stormwater Enterprise Manager, prior to recording subdivision plats. Final Drainage Reports and Plans shall be prepared and submitted by the Owners to the City and approved by the Stormwater Enterprise Manager. Owners 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 Owners shall construct and maintain Permanent Control Measures necessary to comply with detention requirements and requirements of the 4 Step Process, as referenced in the Stormwater Enterprise Drainage Criteria Manual, for water quality. Owner shall be responsible for conformance with the Jimmy Camp Creek Drainage Basin Planning Study.
- E. Parks: Any residential uses are subject to applicable land dedication requirements for neighborhood and community park land as required by the City Code of the City of Colorado Springs. If urban trail connections are shown on this property, the owner shall construct the connections.
- F. Schools: Any residential uses are subject to school fees.
- G. Improvements Adjacent to Park and School Lands. Streets and other required public improvements adjacent to park and school lands dedicated within the Property will be built by the Owners without reimbursement by the City or the School District.

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 meets all applicable requirements of the City's Code of Ordinances ("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.

Owners 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. Owners acknowledge responsibility for the costs of any extensions or utility system improvements that are necessary to provide Utility Services to the Property or to ensure timely development of integrated utility systems serving the Property and areas outside the Property as determined by UTILITIES.

Owners acknowledge that UTILITIES' connection requirements shall include Owners' payment of all applicable development charges, recovery-agreement charges, advance recovery-agreement charges, aid-to-construction charges and other fees or charges applicable to the requested Utility Service. Because recovery agreement charges, advance recovery-agreement charges, and aid-to-construction charges may vary over time and by location, Owners are responsible for contacting 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, Owners, at Owners' sole cost and expense, shall dedicate by plat and/or convey by recorded document, all property (real and personal) and easements that UTILITIES determines are required for any utility-system facilities necessary to serve the Property or to ensure development of an integrated utility system. UTILITIES shall determine the location and size of all property necessary to be dedicated or otherwise conveyed.

Owners 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 Owners, with prior written approval by UTILITIES, relocate, require relocation, or alter any existing utility facilities within the Property, then the relocation or alteration of these facilities shall be at the Owners' sole cost and expense. If UTILITIES determines that Owners' relocation or alteration requires new or updated easements, then Owners shall 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:

1. Natural Gas and Electric Facilities: Subject to the provisions of this Article, City Code, and UTILITIES Tariffs, URRs, and Standards, UTILITIES will extend electric and gas service to the Property if UTILITIES, in its sole discretion, determines there will be no adverse effect to any Utility Service or utility easement. Owners shall cooperate with UTILITIES to ensure that any extension of gas or electric facilities to serve the Property will be in accordance with City Code and UTILITIES Tariffs, URRs, and Standards. UTILITIES, in its sole discretion, may require Owners to enter into a Revenue Guarantee Contract for the extension of any electric service or facilities, including any necessary electric transmission or substation facilities. If any portion of the Property is located outside UTILITIES' electric service territory prior to annexation, then upon annexation:
 - a. Owners 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. Owners 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 ("Existing Facilities"); and (2) to convert any overhead electric lines to underground service lines ("Conversion") as determined by UTILITIES.
- c. Within 30 days of Owners' receipt of an invoice for the following:
 - 1. Owners 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 Existing Facilities, then Owners shall pay the former electric service provider directly for the removal of any Existing Facilities.
 - 3. Further, Owners 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 Owners' receipt of an invoice for such costs.
 - 4. Owners shall also pay for any Conversion required by UTILITIES as a result of such annexation concurrent with the execution of a contract between the Owners and UTILITIES that specifies the terms of Conversion.

- 2. Water and Wastewater Facilities: In accordance with City Code, UTILITIES shall be responsible for the construction of centralized water and wastewater treatment facilities needed to serve the Property. In the event UTILITIES or other developers design and construct other water or wastewater system improvements UTILITIES determines are needed to ensure an integrated water or wastewater system is available to serve the Property, Owners shall be required to pay Owners' pro-rata share of cost recovery for the engineering, materials, and installation costs incurred by UTILITIES or the other developer in its design, construction, upgrade, or improvement of any water pump stations, water suction storage facilities, water transmission and distribution pipelines, or other water system facilities and appurtenances and any wastewater pump stations, wastewater pipeline facilities, or other wastewater collection facilities and appurtenances.

D. Water and Wastewater System Extensions by Owners: Owners must extend, design, and construct all potable and non-potable water system facilities and appurtenances, and all wastewater collection system facilities, wastewater pump stations, and any water or wastewater service lines to and within the Property at Owners' 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 or wastewater service. Consistent with City Code § 7.7.1102 (B), Owners shall complete the design and installation, and obtain preliminary acceptance of such utility facilities, prior to UTILITIES' approval of Owners' water and wastewater service requests. Notwithstanding the above requirements, UTILITIES may enter into cost-sharing agreements with Owners for water and wastewater system expansions based on a determination of benefit to UTILITIES, in UTILITIES' sole discretion.

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. Owners

acknowledge 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"). Owners 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, Owners grant 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 Owners 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 Owners and all successors in title, Owners irrevocably consent 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, Owners agree to provide any and all easements required by the City prior to the construction and operation of any City well or water rights related infrastructure on the Property. Wells constructed by the City outside the Property may withdraw groundwater under Owners' Property without additional consent from Owners.

Upon annexation of the Property, any wells or groundwater developed by Owners prior to annexation will become subject to UTILITIES' applicable Tariffs, URRs, Standards, and rates as amended in the future. Owners' 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. No commingling of well and City water supply will be permitted.

VIII. FIRE PROTECTION

The Owners understands and acknowledges that the Property may be excluded from the boundaries of the Fire District under the provisions applicable to special districts, Article 1 of Title 32 C.R.S., and as otherwise provided by law. Upon request by the City, the person who owns the Property at the time of the City's request agrees to apply to the Fire District for exclusion of the Property from the Fire District. The Owners understands and acknowledges that the Owners, its heirs, assigns and successors in title are responsible for seeking any exclusion from the Fire District and that the City has no obligation to seek exclusion of any portion of the Property from the Fire District.

IX. FIRE PROTECTION FEE

The Owners shall be subject to the requirements of City Code § 7.5.532 *et seq.* regarding Citywide Development Impact Fees.

X.
POLICE SERVICE FEE

The Owners shall be subject to the requirements of City Code § 7.5.532 *et seq.* regarding Citywide Development Impact Fees.

XI.
PUBLIC LAND DEDICATION

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

Owners 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 liens and 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 Owners. 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 Owners prior to conveyance, unless otherwise waived by the City.

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

- A. All property deeded to the City shall be conveyed by General Warranty Deed.
- B. Owners 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 liens and/or encumbrances.
- D. All property taxes levied against the property shall be paid by the Owners through the date of conveyance to the City.
- E. An environmental 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

Not applicable.

XIII.
ORDINANCE COMPLIANCE

Owners 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

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

Owners affirmatively state that there exist no outstanding deeds of trust or other similar liens or encumbrances against the Property

XV.
RECORDING

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

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

XVII.
HEADINGS

The headings set forth in the Agreement for the different sections of the 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 Owners or 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, City agrees to treat Owners 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. 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 authorized pursuant to the City Code. Any fee provided for in this Agreement shall be in addition to, and not in lieu of, any impact fee or development requirement required by or authorized pursuant to 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 Owners and 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.

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


CITY OF COLORADO SPRINGS

BY: _____
Blessing A. Mobolade, Mayor

ATTEST:

BY: _____
Sarah B. Johnson, City Clerk

APPROVED AS TO FORM:

BY:  _____
Office of the City Attorney

OWNER:
COPO 9560 REAL ESTATE LLC

By: _____

Name: _____

Title: _____

(Owner)

ACKNOWLEDGMENT

STATE OF COLORADO)

) ss.

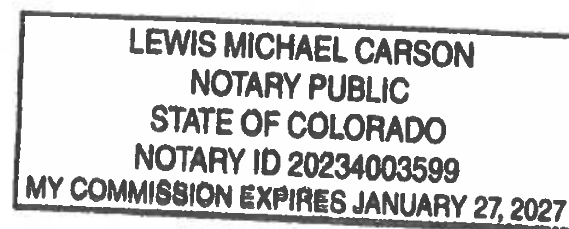
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 21 day of FEB., 2024, by
ERMAND RuyBAL, as member for and on behalf of COPO 9560
REAL ESTATE LLC

Witness my hand and notarial seal.

My commission expires: JAN. 27, 2027

Lewis Michael Carson
Notary Public



DEED OF TRUST HOLDER:
COPO 9560 REAL ESTATE LLC

By: [Signature]

Title: Member

ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me this 21 day of FEB., 2024,
by ERMANO Ruybal as member.

Witness my hand and notarial seal.
My commission expires: JAN. 27, 2027

[Signature: Lewis Michael Carson]
Notary Public

LEWIS MICHAEL CARSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234003599
MY COMMISSION EXPIRES JANUARY 27, 2027

EXHIBIT A
LEGAL DESCRIPTION

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

EXHIBIT B

SPECIAL WARRANTY DEED AND IRREVOCABLE CONSENT
TO THE APPROPRIATION, WITHDRAWAL AND USE OF GROUNDWATER
COLORADO CENTRE ADDITION NO. 3

(Owner) ("Grantor(s)"), whose address is 2615 LONE FEATHER DR COLORADO SPRINGS CO, 80929, Colorado, in consideration of the benefits received pursuant to the Colorado Centre Addition No 3 Annexation Agreement dated _____ ("Annexation Agreement"), which is executed by Grantor(s) concurrently with this Special Warranty Deed, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, sell and convey to the City of Colorado Springs, Colorado ("Grantee"), whose address is 30 S. Nevada Avenue, Colorado Springs, CO 80903, all right, title, and interest in any and all groundwater underlying or appurtenant to and used upon the property described in Exhibit A ("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 Grantee to appropriate, withdraw and use the Water Rights; and Grantor(s) warrants title to the same against all claims arising by, through, or under said Grantor(s). The Water Rights include but are not limited to those described in Exhibit B.

Furthermore, pursuant to C.R.S. § 37-90-137(4) as now exists or may later be amended, Grantor(s), on behalf of Grantor(s) and any and all successors in title, hereby irrevocably consent in perpetuity to the appropriation, withdrawal and use by Grantee of all groundwater underlying or appurtenant to and used upon the Property.

This Special Warranty Deed and the consent granted herein shall be effective upon the date of the City of Colorado Springs-City Council's final approval of the Annexation Agreement.

Executed this 21 day of February, 2024.

GRANTOR(s):

By: [Signature]

Name: Ermand Ruybal

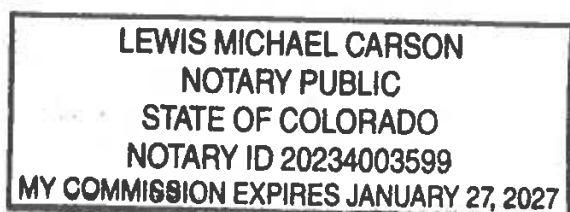
Its: member

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

The foregoing instrument was acknowledged before me this 21 day of FEB., 2024.
by ERMAND RUYBAL, Grantor.


Witness my hand and official seal.

My Commission Expires: JAN. 27, 2027



[Signature]
(SEAL) Notary Public

Accepted by the City of Colorado Springs:

By:  this 27th day of February, 20 24
Real Estate Services Manager

By:  this 1st day of March, 20 24.
Colorado Springs Utilities Customer Utility Connections Manager

Approved as to Form:

By:  Date: 2/29/24
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 COPO 9560 REAL ESTATE LLC, Grantor(s) on _____.

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