



PLANNING + NEIGHBORHOOD SERVICES DEPARTMENT
Land Use Review Division

DATE: April 9, 2024

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. 1-23 Annexation

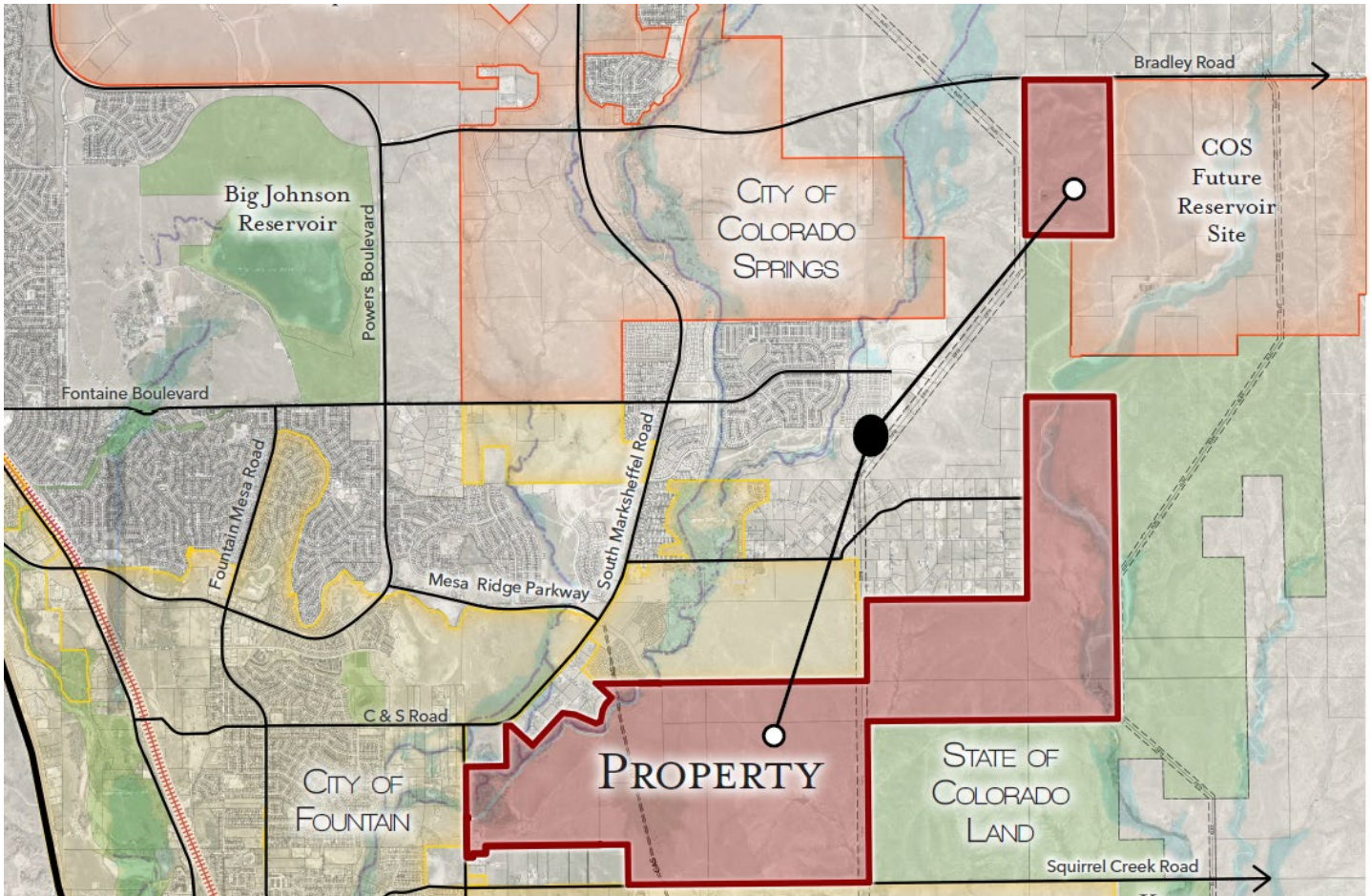
Pursuant to CRS 31-12-108.5 please find enclosed a copy of the Annexation Impact Report for the Amara Addition No. 1 - 23 Annexation located near the northeast corner of Squirrel Creek Road and Link Road consisting of approximately 3200 acres. No County action is required or deemed necessary; this Annexation 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 May 28, 2024. Should you have any questions please feel free to contact me.

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

Enclosure: Annexation Impact Report
Amara Annexation Add. No. 1-23
Amara Master Plan Location Map
Amara Additions Exhibit
Amara Master Plan
Amara Master Plan – Conceptual
Amara Roadway Exhibit
Amara Utility Locations Map
School District Letters
Draft Amara Annexation Agreement

**AMARA ADDITION NO. 1 – 23 ANNEXATION
ANNEXATION IMPACT REPORT
April 9, 2024**

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:**

(I) 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. 1-23' 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. 1-10 are annexing right-of-way only. This extends the City boundary and allows for contiguity to be gained for Addition No. 11; 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. 13 and Addition No. 14 where state owned land is 'jumped'. 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.

Springs Utilities has completed an analysis. Based on the current Integrated Water Resource Plan, there are available water resources to meet another approximately 23,000 acre-feet per year of demand. At full buildout, Amara is expected to require approximately 3,505 acre-feet per year of water. Pursuant to City Code sections 7.6.201 (C)(6) and 7.6.204, the City does not reserve water for undeveloped land either within or outside City limits, and, therefore, water service is provided on a first-come, first-served basis, which means water service or water system capacity is not secured until the owner/applicant pays applicable Development Charges and Fees for the specific premise to be served. The owner/applicant is also subject to all requirements set forth in City Code section 12.4.416. Failure to comply shall result in cancellation of Springs Utilities' approval of the water

connection permit and may result in the owner/applicant forfeiting water system capacity for the associated premise subject to water system capacity availability at the time of reapplication for service. Water resource and finished water system modeling has demonstrated that water service to Amara can be accomplished without adversely impacting water service to existing customers. In addition, the analysis of the proposed annexation has demonstrated no adverse impact to the capability to treat wastewater for existing developed areas within the City limits.

Water

Currently, applying a first-come, first-serve approach, Springs Utilities has adequate water resources and existing and projected water facilities are expected to be sufficient 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).

On February 14, 2023, City Council approved Ordinance No. 23-02 pertaining to the extension of water services to area not located within either existing City limits or the water service boundary, including all proposed annexations. Codified as [12.4.305](#), the ordinance aims to ensure that the City's existing water rights will meet existing and anticipated service obligations by requiring that the City's available water supply is sufficient to meet at least 128% of existing usage and the projected demand for water services within the proposed extension(s) of service area and not less than 25% of the perimeter of the area to be served is contiguous with the City (as defined by State law).

Additionally, the ordinance and City Code provide for several other conditions or exceptions under which the proposed extension of water service may be warranted without respect to the 128% water supply or 25% contiguity requirements, including 1) a unique and extraordinary event of circumstance necessitates and extension of water services to serve critical interests of the City, or 2) the area is an enclave (as defined by State law), or the area is owned or leased by the City, or extension of water service to the area will have a de minimis impact on the overall City's available water supply.

Applying City Code section 12.4.305 to the proposed Amara annexation, Springs Utilities staff determined that while it did not meet any of the exceptions listed above, Amara's projected water demand of 3,505 acre-feet/year at full build out met the 128% water supply requirement, but not the 25% contiguity with City limits requirement. On June 21, 2023, Utilities Board made a conditional recommendation of approval based on staff's evaluation, under the condition that the applicant submit revised annexation plats to City Planning demonstrating compliance with the 25% contiguity with City limits requirement. The applicant subsequently submitted new annexation plats that satisfied the conditional recommendation of approval and full compliance with City Code section 12.4.305.

Wastewater

Springs Utilities has sufficient treatment capacity to serve the annexation area for the foreseeable future. The proposed provision of wastewater service to Amara would be accomplished in two (2) ways:

1. Development and execution of a wholesale wastewater service agreement with Fountain Sanitation District (FSD), whereby, Springs Utilities would contract with FSD to provide conveyance and treatment services directly to Springs Utilities using existing infrastructure and facilities designed and constructed by or that FSD has ownership stakes in. The proposed agreement, in which Springs Utilities and FSD have largely agreed to terms but has not been approved by FSD's board of directors or executed, would serve the majority of Amara (~20%). (see 'Wastewater Service Information attachment')
2. Wastewater flows generated by areas of Amara not subject to the proposed wholesale wastewater service agreement would be conveyed to and treated at the Las Vegas Street Water Resource Reclamation Facility

The requirements to connect the annexation area to existing wastewater infrastructure are included in the proposed Amara Annexation Agreement and are consistent with 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 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. The Amara property is located entirely within Mountain View Electric Association's (MVEA) electric service area. If annexed, provision of electric service by Springs Utilities would constitute a service territory invasion, and as the incumbent service provider, MVEA would be entitled to just compensation in accordance with Colorado Revised Statutes. All associated costs would be the owner/annexor's responsibility. These conditions are captured in the proposed Amara Annexation Agreement.

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 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.

Portions of the Amara property are located within Black Hills' natural gas service area. If annexed, provision of natural gas service by Springs Utilities in these areas would constitute a service territory invasion. Since Colorado Revised Statutes contain no provisions concerning just compensation to incumbent natural gas service providers in instances of service territory invasion, any resulting just compensation would be subject to a negotiated settlement between Springs Utilities and Black Hills. All associated costs would be the owner/annexor's responsibility. These conditions are captured in the proposed Amara Annexation Agreement.

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

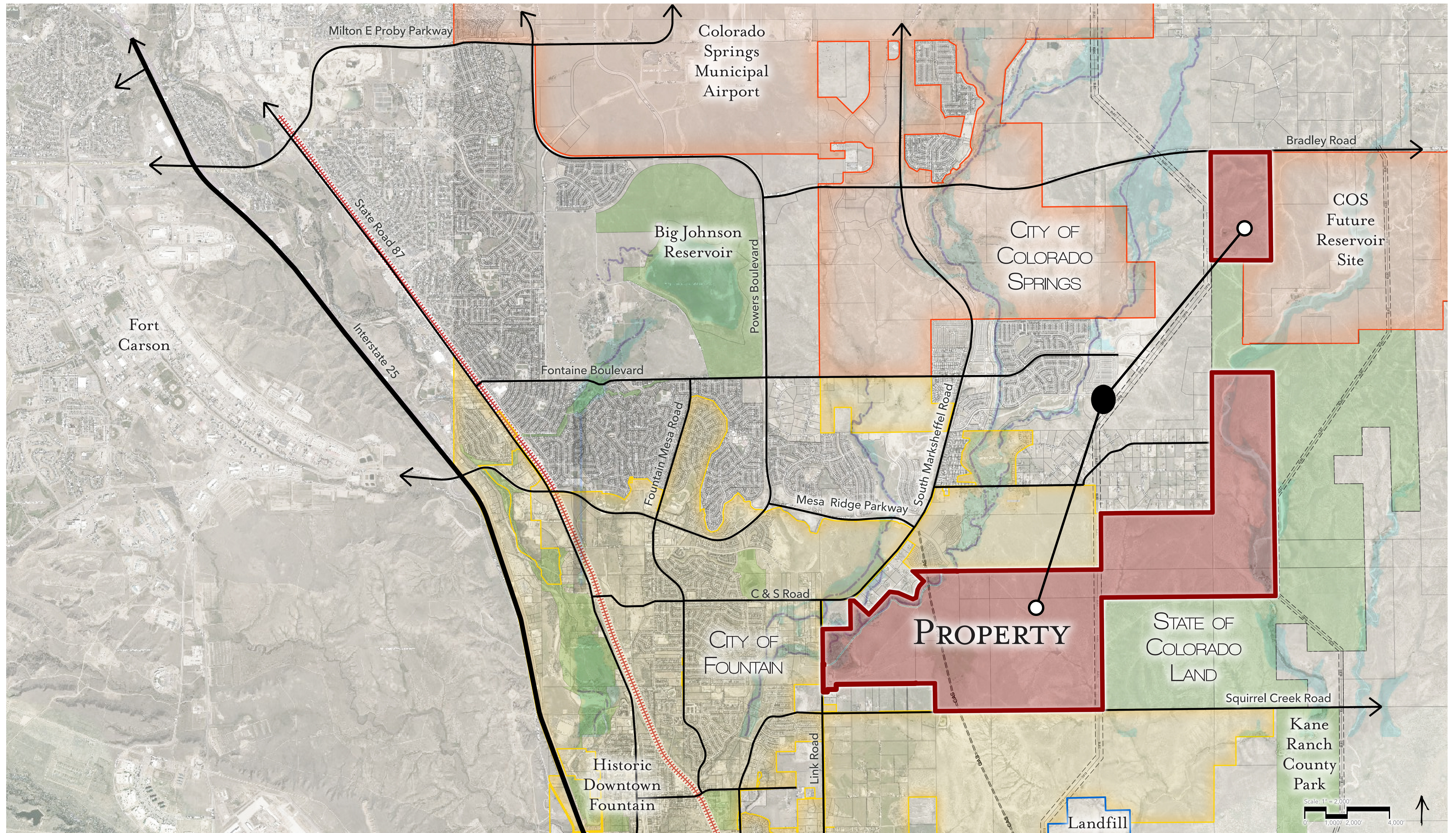
According to El Paso County Assessor records, the subject property is in the following districts:

- Pikes Peak Library District,
- Ellicott Metropolitan District,
- Ellicott School District 22,
- Widefield School District 3,
- Fountain Fort Carson School District 8,
- Central Colorado Conservation, and
- Southeastern Colorado Water Conservancy District

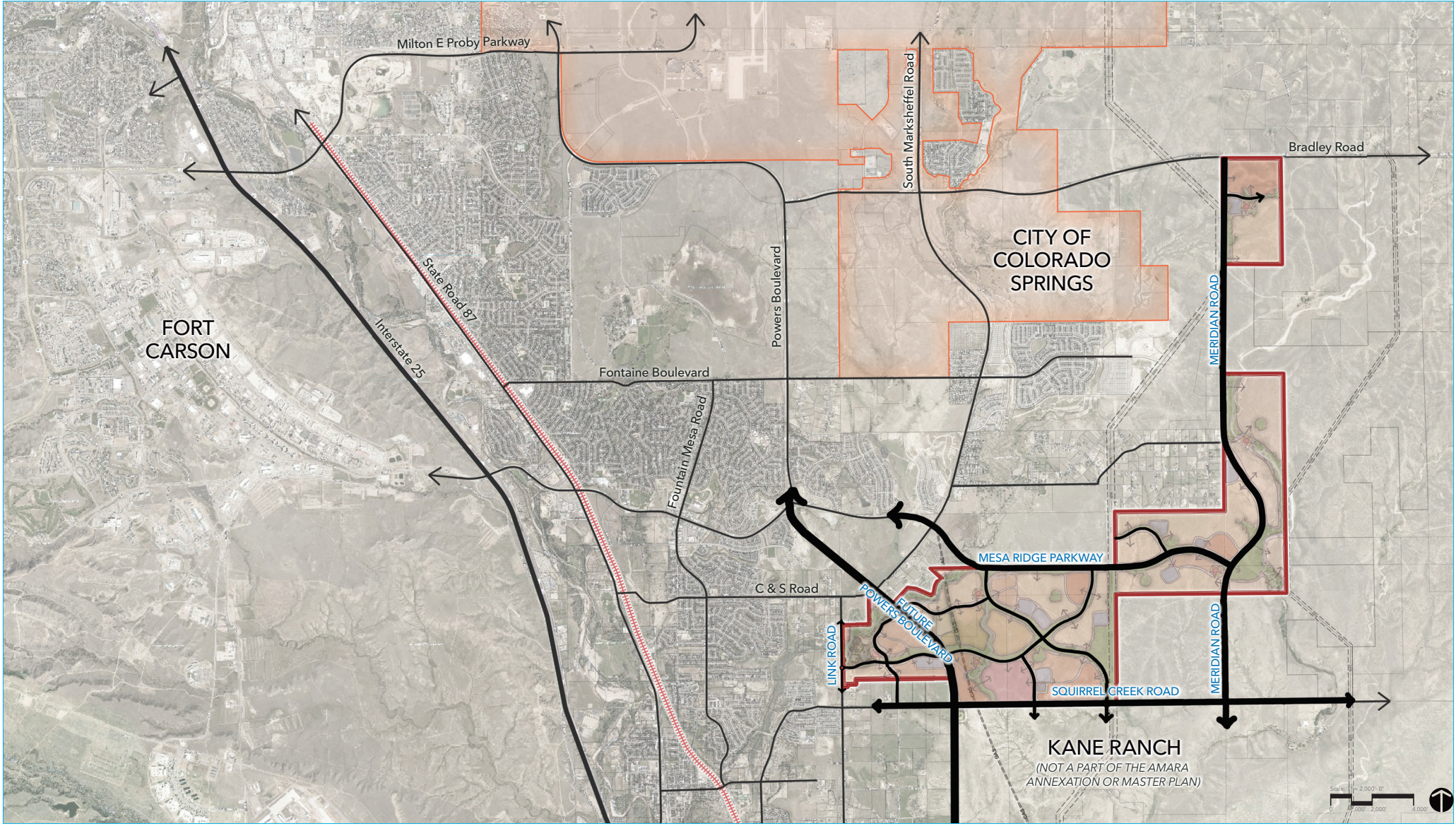
f) A statement on the effect of annexation upon local-public school district systems, including the estimated number of students generated and the capital construction required to educate such students.

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 (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.

LOCATION MAP

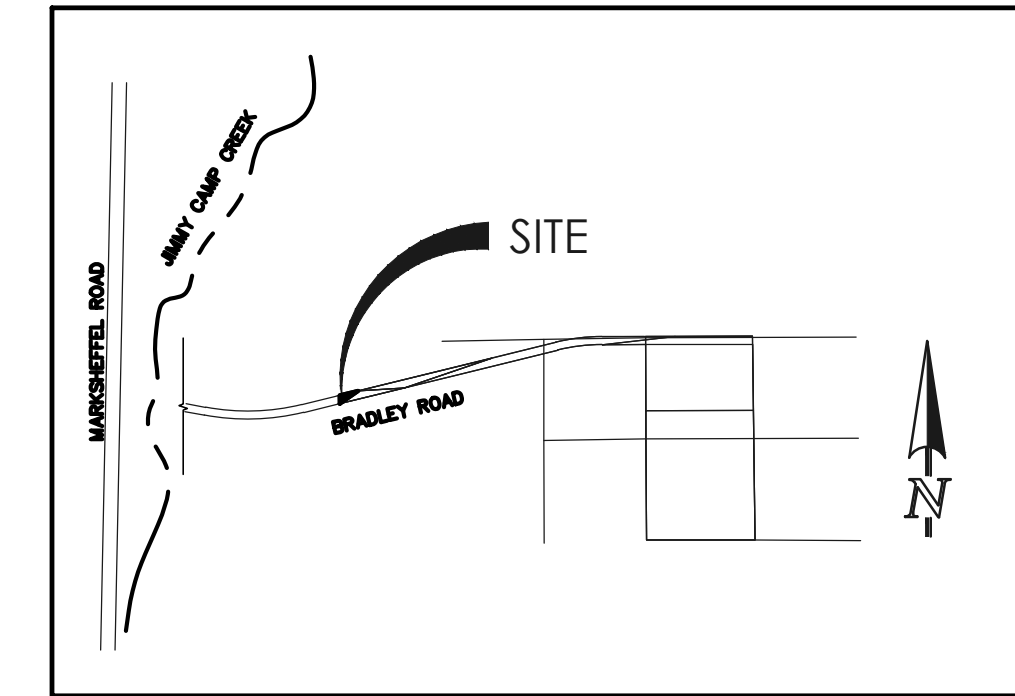


Roadway Context Exhibit



ANNEXATION PLAT AMARA ADDITION NO. 1

A PORTION OF SECTION 11, TOWNSHIP 15 SOUTH,
RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN
EL PASO COUNTY, COLORADO



VICINITY MAP
NOT TO SCALE

BE IT KNOWN BY THESE PRESENTS:

THAT THE CITY OF COLORADO SPRINGS, COLORADO, 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 SECTION 11, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF GOVERNMENT LOTS 1 AND 2, IN SECTION 7, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE NORTHERLY END BY A 3-1/4" ALUMINUM SURVEYORS CAP IN RANGE BOX STAMPED "EL PASO COUNTY DOT 2000 LS 17496" RECOVERED FLUSH WITH GROUND AND AT THE SOUTHERLY END BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "PS INC 1994 PLS 12103" FLUSH WITH GROUND IS ASSUMED TO BEARS N00°17'10"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 S77°47'57"W, A DISTANCE OF 8142.82 FEET TO THE SOUTHWESTERLY CORNER OF BRADLEY ROAD, PARCEL 2 AS DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 098124132 SAID POINT BEING THE POINT OF BEGINNING;

THENCE N00°09'57"W, ON THE WESTERLY RIGHT OF WAY LINE OF SAID BRADLEY ROAD, PARCEL 2, A DISTANCE OF 216.10 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID BRADLEY ROAD, PARCEL 2,
THENCE N76°11'13"E, ON THE NORTHERLY RIGHT OF WAY LINE OF SAID BRADLEY ROAD, PARCEL 2, A DISTANCE OF 267.00 FEET;
THENCE S42°44'44"W, A DISTANCE OF 381.07 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 0.644 ACRES (28,035 SF).

OWNER:

THE AFOREMENTIONED, CITY OF COLORADO SPRINGS, COLORADO, A HOME RULE CITY AND COLORADO MUNICIPAL CORPORATION, HAS EXECUTED THIS INSTRUMENT THIS ___ DAY OF _____, 20___ A.D.

BLESSING A. MOBOLADE,
MAYOR

ATTEST:

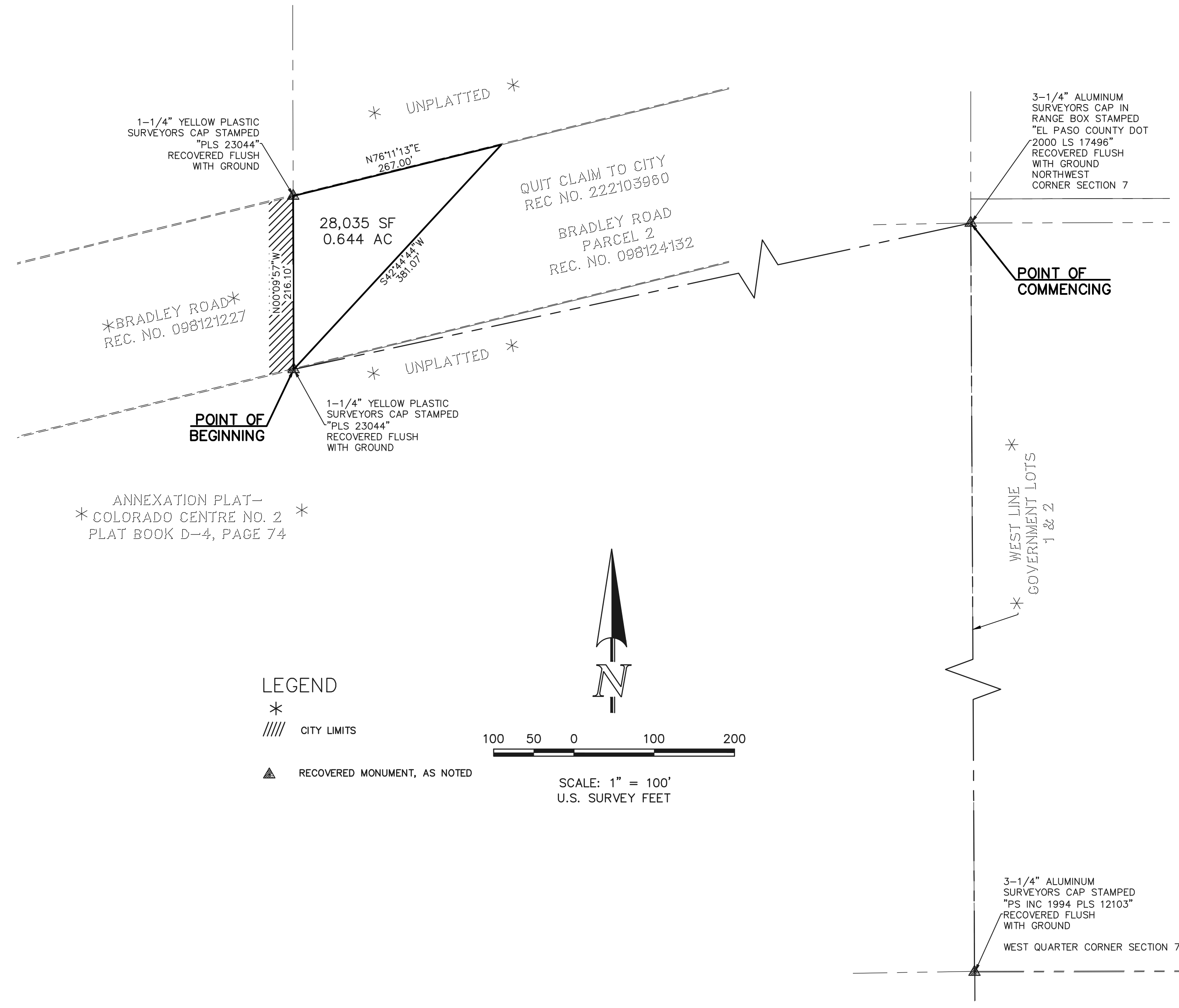
CITY CLERK

STATE OF COLORADO)
)SS
COUNTY OF EL PASO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____, 20___ A.D. BY BLESSING A. MOBOLADE, MAYOR OF THE CITY OF COLORADO SPRINGS, COLORADO, A HOME RULE CITY AND COLORADO MUNICIPAL CORPORATION.

WITNESS MY HAND AND SEAL

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC



DATE OF PREPARATION: JUNE 27, 2023

TOTAL PERIMETER OF THE AREA FOR ANNEXATION: 864.17 FEET

ONE-FOURTH (1/4TH) OF THE TOTAL PERIMETER: 216.04 FEET (25.00%)

PERIMETER OF THE AREA CONTIGUOUS TO THE EXISTING CITY LIMITS: 216.10 FEET (25.01%)

SURVEYOR'S STATEMENT:

I, ROBERT L. MEADOWS, JR., A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE MAP HEREON SHOWN IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-FOURTH (1/4) OF THE PERIMETER BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO.

ROBERT L. MEADOWS, JR., PROFESSIONAL LAND SURVEYOR _____ DATE _____
COLORADO P.L.S. NO. 34977
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 ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED 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. 1".

CITY PLANNING DIRECTOR _____ DATE _____

CITY ENGINEER _____ DATE _____

THE ANNEXATION OF THE REAL 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 _____ 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 AT _____ O'CLOCK ___ M. THIS _____ DAY OF _____, 20___, A.D., AND IS DULY RECORDED AT RECEPTION NO. _____ OF THE RECORDS OF EL PASO COUNTY, COLORADO.
STEVE SCHLEIKER, RECORDER

BY: _____
DEPUTY

FEE: _____

SURCHARGE: _____

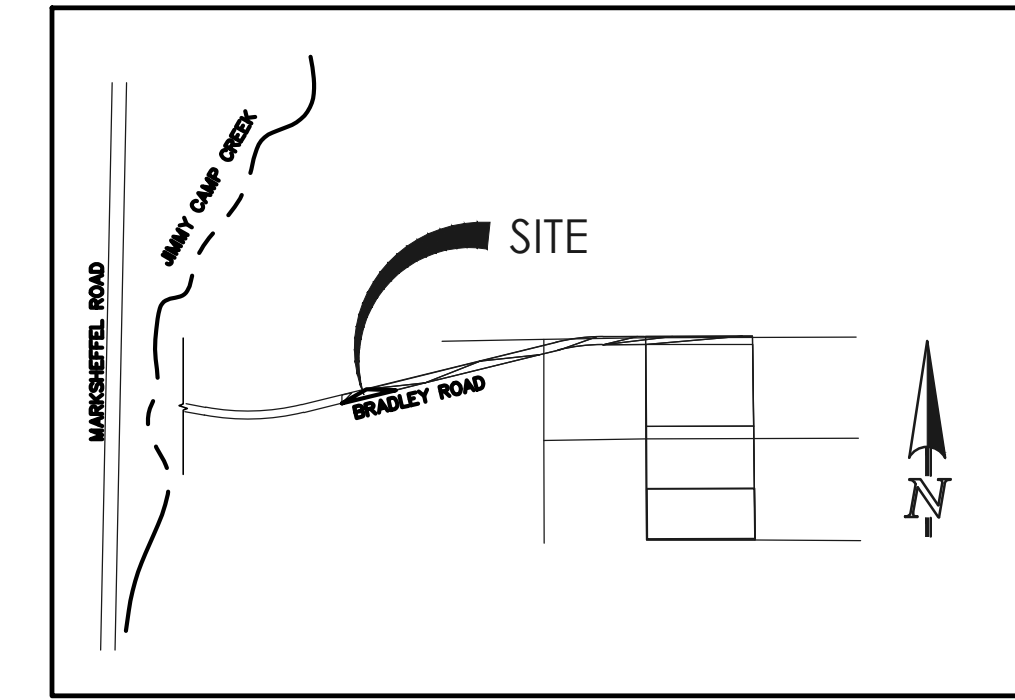
ANNEXATION PLAT
AMARA ADDITION NO. 1
JOB. NO. 2550.03
JUNE 27, 2023
SHEET 1 OF 1



PRELIMINARY
THIS DOCUMENT HAS NOT BEEN
PLAT CHECKED

ANNEXATION PLAT AMARA ADDITION NO. 3

A PORTION OF SECTION 11, TOWNSHIP 15 SOUTH,
RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN EL
PASO COUNTY, COLORADO



VICINITY MAP
NOT TO SCALE

DATE OF PREPARATION: JUNE 27, 2023
 TOTAL PERIMETER OF THE AREA FOR ANNEXATION: 2979.23 FEET
 ONE-FOURTH (1/4TH) OF THE TOTAL PERIMETER: 744.81 FEET (25.00%)
 PERIMETER OF THE AREA CONTIGUOUS TO THE EXISTING CITY LIMITS: 745.19 FEET (25.01%)

SURVEYOR'S STATEMENT:
 I, ROBERT L. MEADOWS, JR., A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE MAP HEREON SHOWN IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-FOURTH (1/4) OF THE PERIMETER BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO.

ROBERT L. MEADOWS, JR., PROFESSIONAL LAND SURVEYOR _____ DATE _____
 COLORADO P.L.S. NO. 34977
 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 ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED 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. 3".

CITY PLANNING DIRECTOR _____ DATE _____
 CITY ENGINEER _____ DATE _____

THE ANNEXATION OF THE REAL 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 _____ DAY OF _____, 20__ A.D.

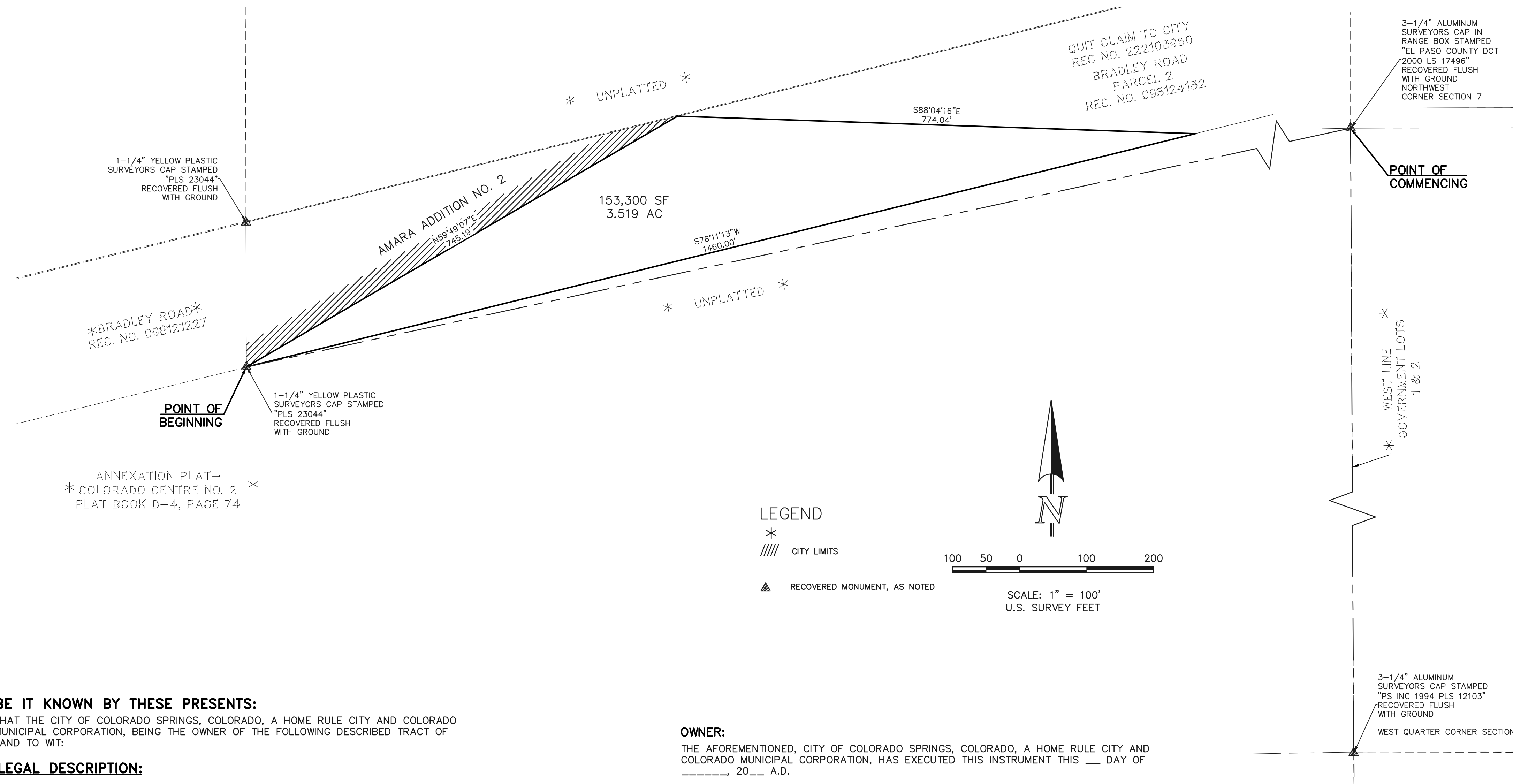
CITY CLERK _____ DATE _____

CLERK AND RECORDER:
 STATE OF COLORADO }
 COUNTY OF EL PASO } ss
 I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK ____ M. THIS _____ DAY OF _____, 20__, A.D., AND IS DULY RECORDED AT RECEPTION NO. _____ OF THE RECORDS OF EL PASO COUNTY, COLORADO.
 STEVE SCHLEIKER, RECORDER

BY: _____
 DEPUTY

FEE: _____
 SURCHARGE: _____

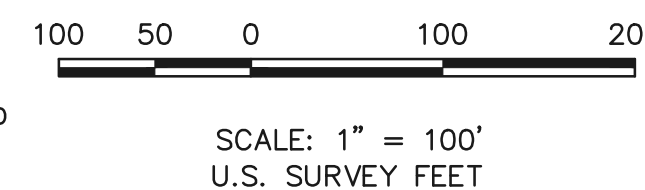
ANNEXATION PLAT
 AMARA ADDITION NO. 3
 JOB. NO. 2550.03
 JUNE 27, 2023
 SHEET 1 OF 1



ANNEXATION PLAT-
 * COLORADO CENTRE NO. 2 *
 PLAT BOOK D-4, PAGE 74

LEGEND

- * CITY LIMITS
- //// RECOVERED MONUMENT, AS NOTED



BE IT KNOWN BY THESE PRESENTS:

THAT THE CITY OF COLORADO SPRINGS, COLORADO, 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 SECTION 11, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF GOVERNMENT LOTS 1 AND 2, IN SECTION 7, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE NORTHERLY END BY A 3-1/4" ALUMINUM SURVEYORS CAP IN RANGE BOX STAMPED "EL PASO COUNTY DOT 2000 LS 17496: FLUSH WITH GROUND AND AT THE SOUTHERLY END BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "PS INC 1994 PLS 12103" FLUSH WITH GROUND IS ASSUMED TO BEARS N00°17'10"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 S77°47'57"W, A DISTANCE OF 8142.82 FEET TO THE SOUTHWESTERLY CORNER OF BRADLEY ROAD, PARCEL 2 AS DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 098124132 SAID POINT BEING THE POINT OF BEGINNING;

THENCE N59°49'07"E, A DISTANCE OF 45.19 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID BRADLEY ROAD, PARCEL 2;
 THENCE S88°04'16"E, A DISTANCE OF 774.04 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID BRADLEY ROAD, PARCEL 2;
 THENCE S76°11'13"W, ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID BRADLEY ROAD, PARCEL 2, A DISTANCE OF 1,460.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 3.519 ACRES (153,300 SF).

OWNER:
 THE AFOREMENTIONED, CITY OF COLORADO SPRINGS, COLORADO, A HOME RULE CITY AND COLORADO MUNICIPAL CORPORATION, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 20__ A.D.

 BLESSING A. MOBOLADE,
 MAYOR

ATTEST:

 CITY CLERK
 STATE OF COLORADO)
) SS
 COUNTY OF EL PASO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20__ A.D. BY BLESSING A. MOBOLADE, MAYOR OF THE CITY OF COLORADO SPRINGS, COLORADO, A HOME RULE CITY AND COLORADO MUNICIPAL CORPORATION.

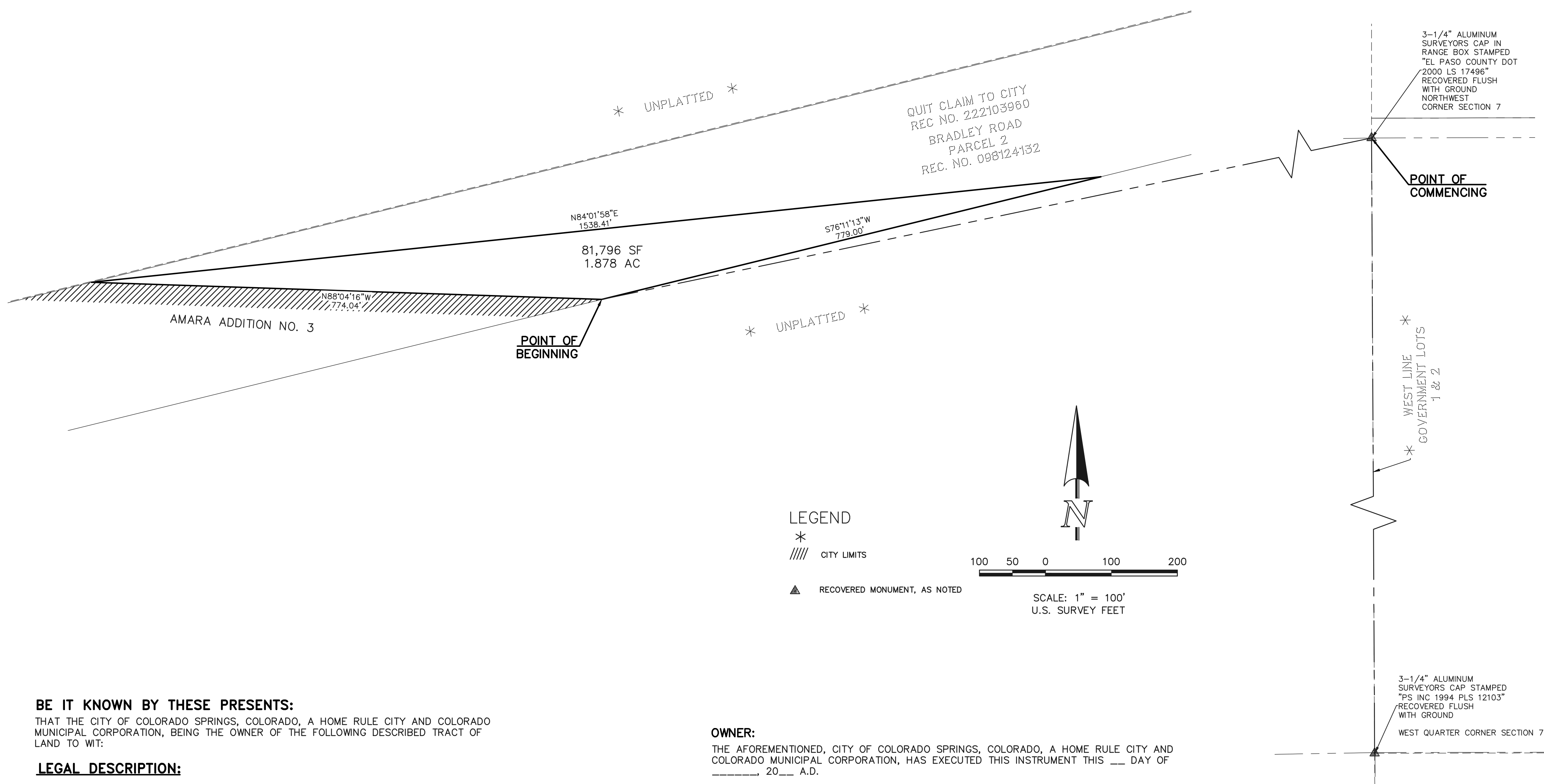
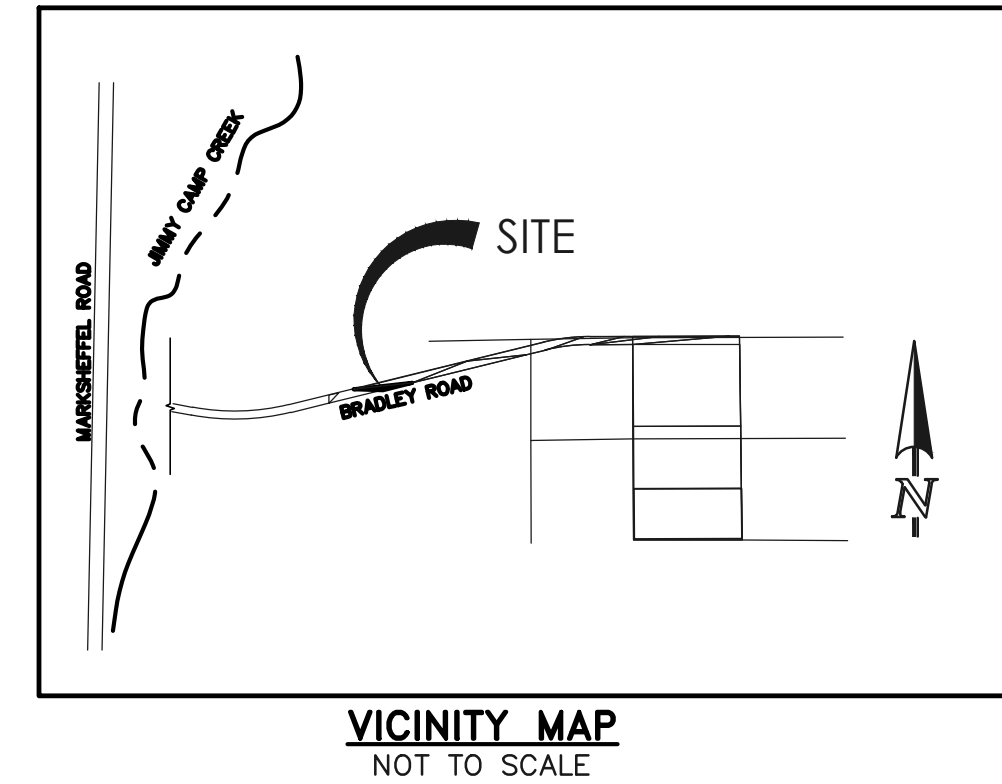
WITNESS MY HAND AND SEAL

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC _____

PRELIMINARY
 THIS DOCUMENT HAS NOT BEEN
 PLAT CHECKED

ANNEXATION PLAT AMARA ADDITION NO. 4

A PORTION OF SECTION 11, TOWNSHIP 15 SOUTH,
RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN
EL PASO COUNTY, COLORADO



DATE OF PREPARATION: JUNE 27, 2023
 TOTAL PERIMETER OF THE AREA FOR ANNEXATION: 3091.45 FEET
 ONE-FOURTH (1/4TH) OF THE TOTAL PERIMETER: 772.86 FEET (25.00%)
 PERIMETER OF THE AREA CONTIGUOUS TO THE EXISTING CITY LIMITS: 774.04 FEET (25.04%)

SURVEYOR'S STATEMENT:
 I, ROBERT L. MEADOWS, JR., A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE MAP HEREON SHOWN IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-FOURTH (1/4) OF THE PERIMETER BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO.

ROBERT L. MEADOWS, JR., PROFESSIONAL LAND SURVEYOR _____ DATE _____
 COLORADO P.L.S. NO. 34977
 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 ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED 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 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 _____ DAY OF _____, 20__ A.D.

CITY CLERK _____ DATE _____

CLERK AND RECORDER:
 STATE OF COLORADO }
 COUNTY OF EL PASO } ss
 I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK ____ M. THIS _____ DAY OF _____, 20__, A.D., AND IS DULY RECORDED AT RECEPTION NO. _____ OF THE RECORDS OF EL PASO COUNTY, COLORADO.
 STEVE SCHLEIKER, RECORDER

BY: _____
 DEPUTY

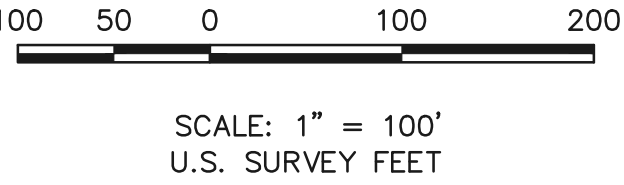
FEE: _____
 SURCHARGE: _____

ANNEXATION PLAT
 AMARA ADDITION NO. 4
 JOB. NO. 2550.03
 JUNE 27, 2023
 SHEET 1 OF 1



LEGEND

- * UNPLATTED *
- //// CITY LIMITS
- ▲ RECOVERED MONUMENT, AS NOTED



BE IT KNOWN BY THESE PRESENTS:
 THAT THE CITY OF COLORADO SPRINGS, COLORADO, 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 SECTION 11, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF GOVERNMENT LOTS 1 AND 2, IN SECTION 7, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE NORTHERLY END BY A 3-1/4" ALUMINUM SURVEYORS CAP IN RANGE BOX STAMPED "EL PASO COUNTY DOT 2000 LS 17496" FLUSH WITH GROUND AND AT THE SOUTHERLY END BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "PS INC 1994 PLS 12103" FLUSH WITH GROUND IS ASSUMED TO BEARS N00°17'10"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 S78°09'04"W, A DISTANCE OF 6683.53 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID BRADLEY ROAD, PARCEL 2 AS DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 098124132 SAID POINT BEING THE POINT OF BEGINNING;

THENCE N88°04'16"W, A DISTANCE OF 774.04 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID BRADLEY ROAD, PARCEL 2;
 THENCE N84°01'58"E, A DISTANCE OF 1538.41 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID BRADLEY ROAD, PARCEL 2;
 THENCE S76°11'13"W, ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID BRADLEY ROAD, PARCEL 2, A DISTANCE OF 779.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1.878 ACRES (81,796 SF).

OWNER:
 THE AFOREMENTIONED, CITY OF COLORADO SPRINGS, COLORADO, A HOME RULE CITY AND COLORADO MUNICIPAL CORPORATION, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 20__ A.D.

 BLESSING A. MOBOLADE,
 MAYOR

ATTEST:

 CITY CLERK

STATE OF COLORADO)
) ss
 COUNTY OF EL PASO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20__ A.D. BY BLESSING A. MOBOLADE, MAYOR OF THE CITY OF COLORADO SPRINGS, COLORADO, A HOME RULE CITY AND COLORADO MUNICIPAL CORPORATION.

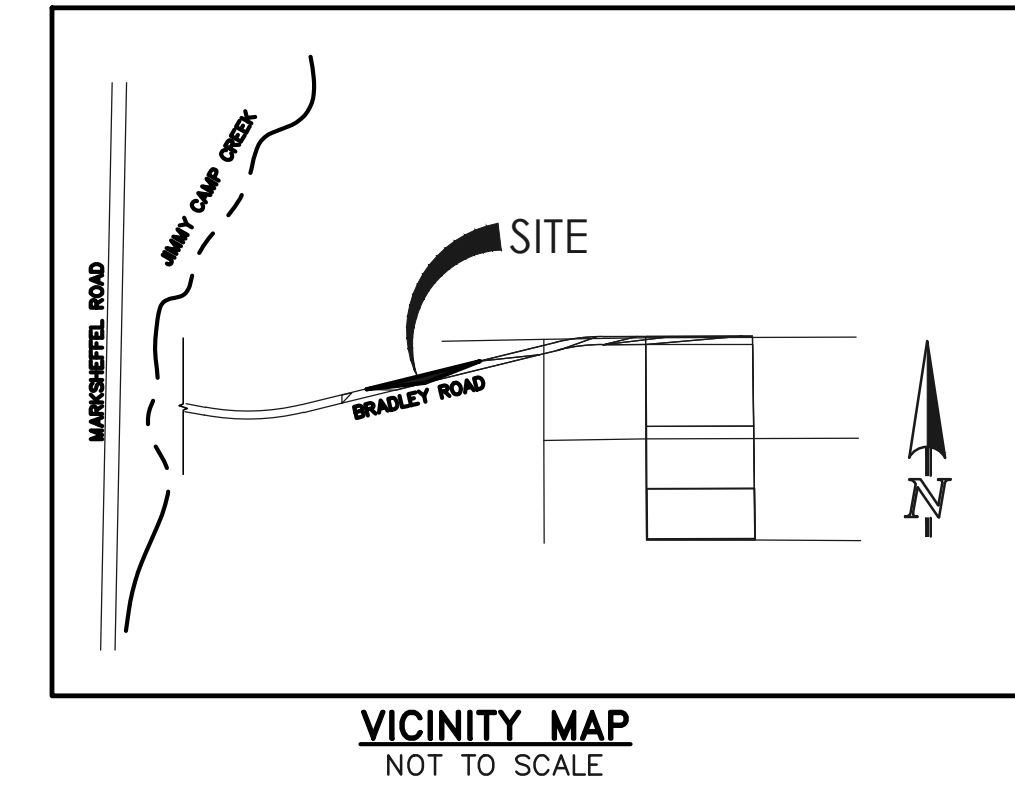
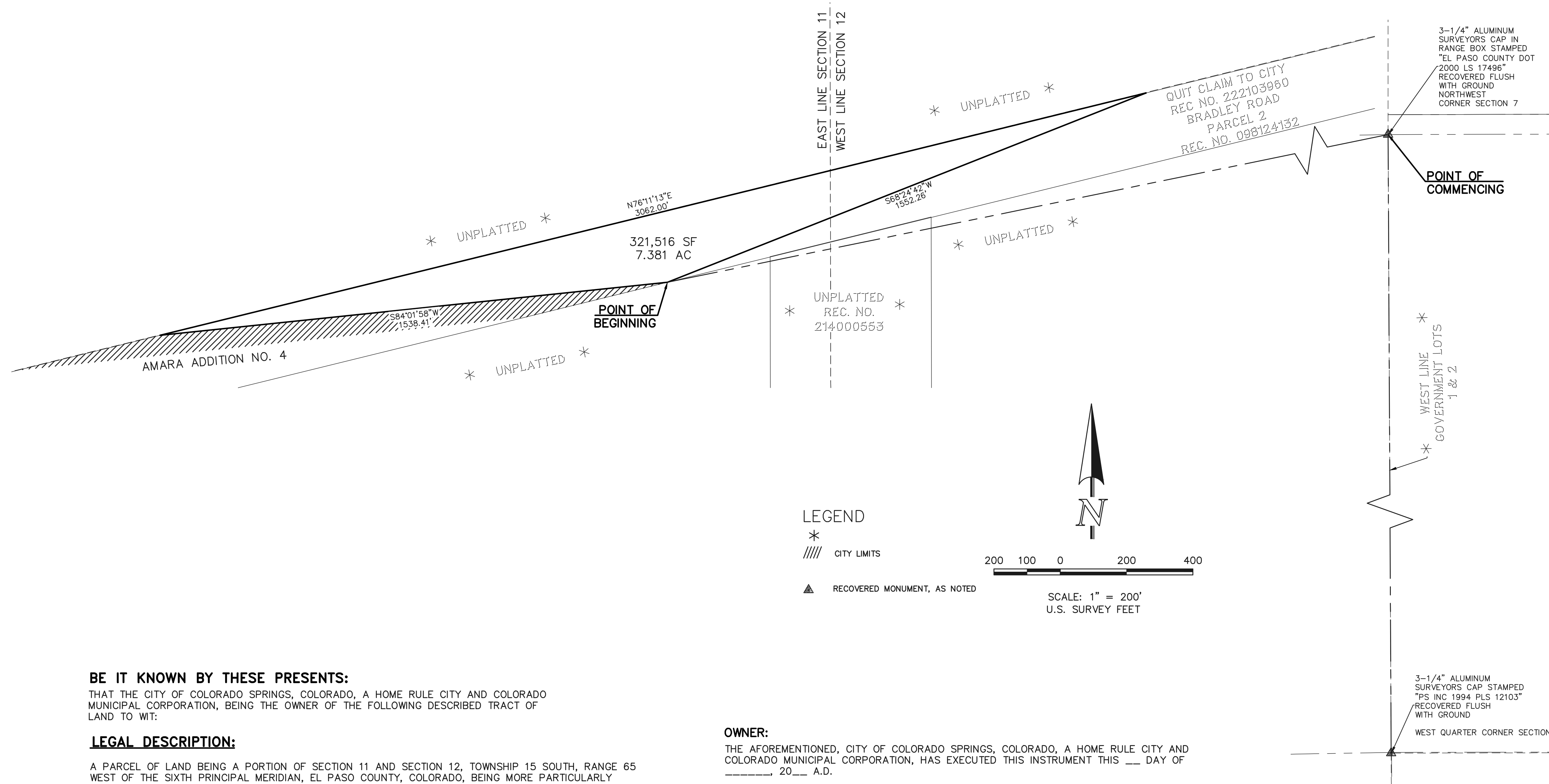
WITNESS MY HAND AND SEAL

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC _____

PRELIMINARY
 THIS DOCUMENT HAS NOT BEEN
 PLAT CHECKED

ANNEXATION PLAT AMARA ADDITION NO. 5

A PORTION OF SECTION 11 AND SECTION 12,
TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL
MERIDIAN EL PASO COUNTY, COLORADO



DATE OF PREPARATION: JUNE 27, 2023
 TOTAL PERIMETER OF THE AREA FOR ANNEXATION: 6152.67 FEET
 ONE-FOURTH (1/4TH) OF THE TOTAL PERIMETER: 1538.17 FEET (25.00%)
 PERIMETER OF THE AREA CONTIGUOUS TO THE EXISTING CITY LIMITS: 1538.41 FEET (25.00%)

SURVEYOR'S STATEMENT:
 I, ROBERT L. MEADOWS, JR., A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE MAP HEREON SHOWN IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-FOURTH (1/4) OF THE PERIMETER BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO.

ROBERT L. MEADOWS, JR., PROFESSIONAL LAND SURVEYOR _____ DATE _____
 COLORADO P.L.S. NO. 34977
 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 ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED 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. 5".

CITY PLANNING DIRECTOR _____ DATE _____
 CITY ENGINEER _____ DATE _____
 CITY CLERK _____ DATE _____

CLERK AND RECORDER:
 STATE OF COLORADO }
 COUNTY OF EL PASO } ss
 I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK _____ M. THIS _____ DAY OF _____, 20____, A.D., AND IS DULY RECORDED AT RECEPTION NO. _____ OF THE RECORDS OF EL PASO COUNTY, COLORADO.
 STEVE SCHLEIKER, RECORDER

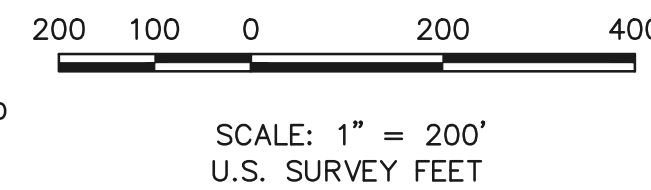
BY: _____
 DEPUTY
 FEE: _____
 SURCHARGE: _____

ANNEXATION PLAT
 AMARA ADDITION NO. 5
 JOB. NO. 2550.03
 JUNE 27, 2023
 SHEET 1 OF 1



LEGEND

- * UNPLATTED
- //// CITY LIMITS
- ▲ RECOVERED MONUMENT, AS NOTED



BE IT KNOWN BY THESE PRESENTS:

THAT THE CITY OF COLORADO SPRINGS, COLORADO, 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 SECTION 11 AND SECTION 12, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF GOVERNMENT LOTS 1 AND 2, IN SECTION 7, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE NORTHERLY END BY A 3-1/4" ALUMINUM SURVEYORS CAP IN RANGE BOX STAMPED "EL PASO COUNTY DOT 2000 LS 17496: FLUSH WITH GROUND AND AT THE SOUTHERLY END BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "PS INC 1994 PLS 12103" FLUSH WITH GROUND IS ASSUMED TO BEARS N00°17'10"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 S78°24'37"W, A DISTANCE OF 5905.04 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID BRADLEY ROAD, PARCEL 2 AS DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 098124132 SAID POINT BEING THE POINT OF BEGINNING;

THENCE S84°01'58"W, A DISTANCE OF 1,538.41 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID BRADLEY ROAD, PARCEL 2;
 THENCE N76°11'13"E, ON THE NORTHERLY RIGHT OF WAY LINE OF SAID BRADLEY ROAD, PARCEL 2, A DISTANCE OF 3062.00 FEET;
 THENCE S68°24'42"W, A DISTANCE OF 1,552.26 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 7.381 ACRES (321,516 SF).

OWNER:

THE AFOREMENTIONED, CITY OF COLORADO SPRINGS, COLORADO, A HOME RULE CITY AND COLORADO MUNICIPAL CORPORATION, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 20____ A.D.

 BLESSING A. MOBOLADE,
 MAYOR

ATTEST:

 CITY CLERK

STATE OF COLORADO)
) ss
 COUNTY OF EL PASO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____ A.D. BY BLESSING A. MOBOLADE, MAYOR OF THE CITY OF COLORADO SPRINGS, COLORADO, A HOME RULE CITY AND COLORADO MUNICIPAL CORPORATION.

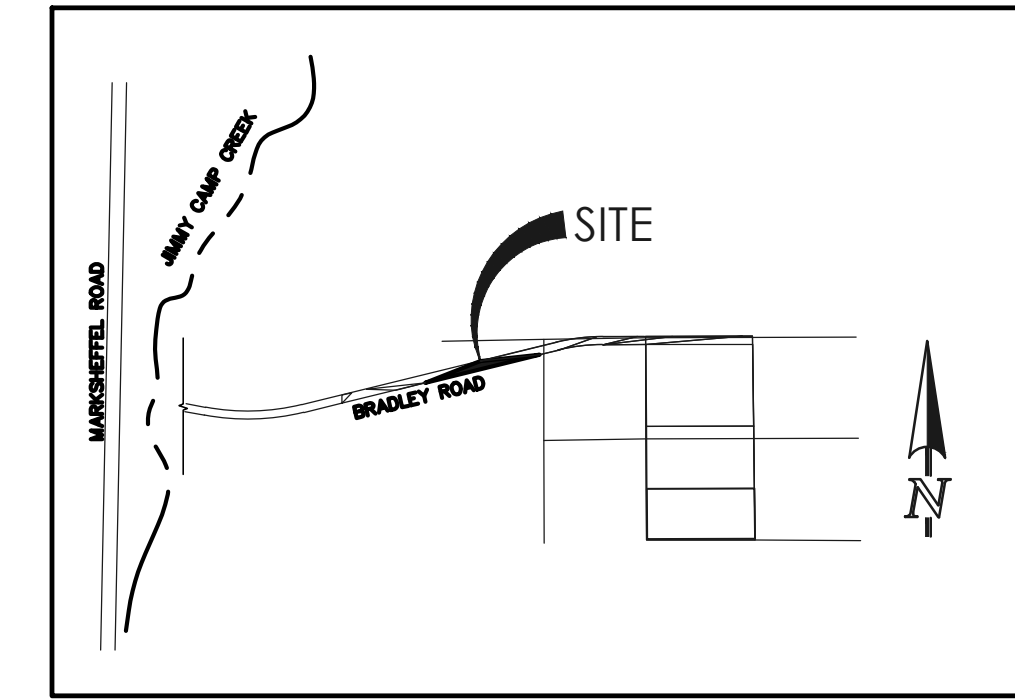
WITNESS MY HAND AND SEAL

MY COMMISSION EXPIRES: _____
 NOTARY PUBLIC

PRELIMINARY
 THIS DOCUMENT HAS NOT BEEN
 PLAT CHECKED

ANNEXATION PLAT AMARA ADDITION NO. 6

A PORTION OF SECTION 11 AND SECTION 12,
TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL
MERIDIAN EL PASO COUNTY, COLORADO



VICINITY MAP
NOT TO SCALE

DATE OF PREPARATION: JUNE 27, 2023
 TOTAL PERIMETER OF THE AREA FOR ANNEXATION: 6208.42 FEET
 ONE-FOURTH (1/4TH) OF THE TOTAL PERIMETER: 1552.10 FEET (25.00%)
 PERIMETER OF THE AREA CONTIGUOUS TO THE EXISTING CITY LIMITS: 1552.26 FEET (25.00%)

SURVEYOR'S STATEMENT:
 I, ROBERT L. MEADOWS, JR., A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE MAP HEREON SHOWN IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-FOURTH (1/4) OF THE PERIMETER BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO.

ROBERT L. MEADOWS, JR., PROFESSIONAL LAND SURVEYOR _____ DATE _____
 COLORADO P.L.S. NO. 34977
 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 ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED 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. 6".

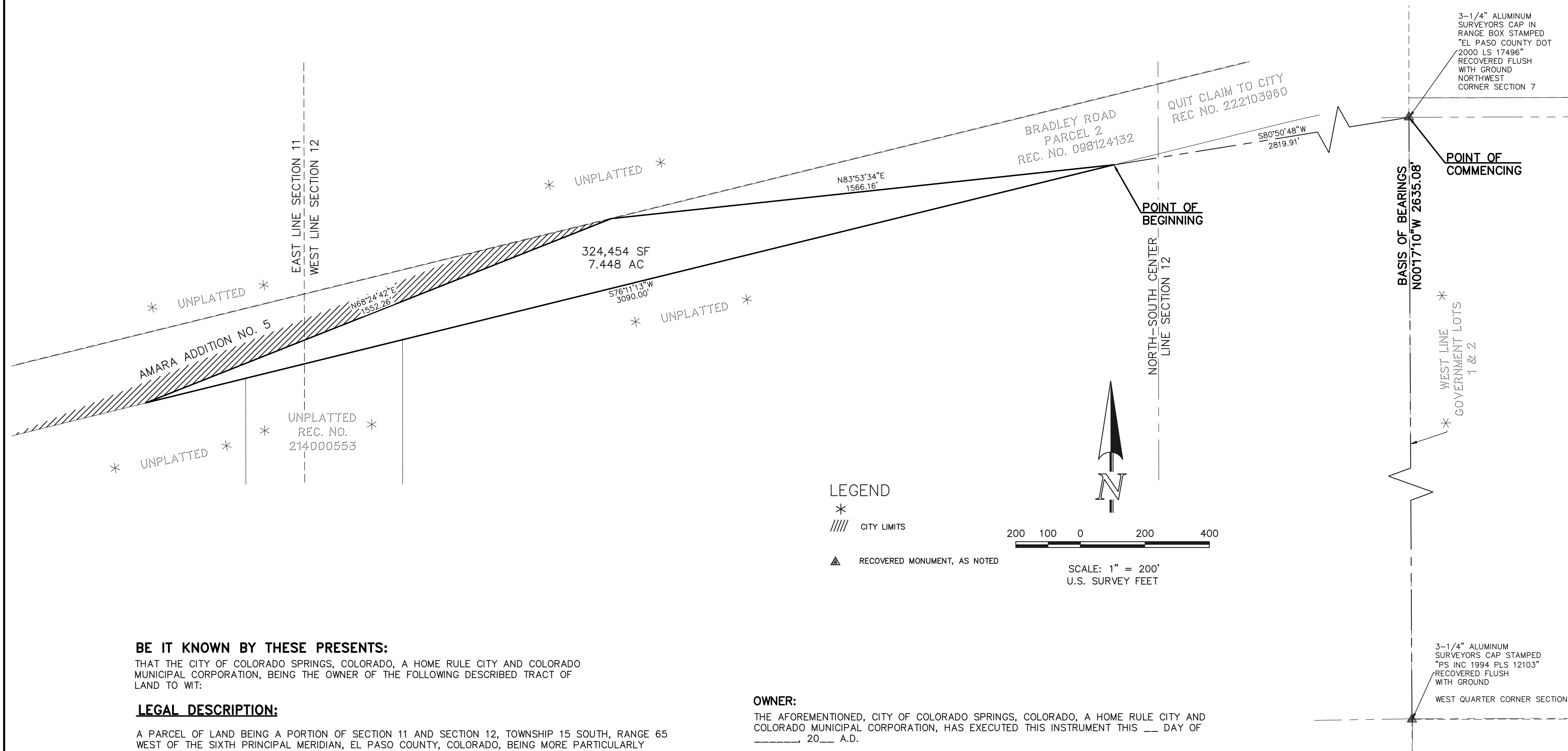
CITY PLANNING DIRECTOR _____ DATE _____
 CITY ENGINEER _____ DATE _____
 THE ANNEXATION OF THE REAL PROPERTY SHOWN ON THIS PLAT IS APPROVED PURSUANT TO AN ORDINANCE MADE AND ADOPTED BY THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, BY ACTIONS OF THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS AT ITS MEETING ON _____ DAY OF _____, 20__ A.D.
 CITY CLERK _____ DATE _____

CLERK AND RECORDER:
 STATE OF COLORADO }
 COUNTY OF EL PASO } ss
 I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK _____ M. THIS _____ DAY OF _____, 20__, A.D., AND IS DULY RECORDED AT RECEPTION NO. _____ OF THE RECORDS OF EL PASO COUNTY, COLORADO.
 STEVE SCHLEIKER, RECORDER

BY: _____
 DEPUTY

FEE: _____
 SURCHARGE: _____

ANNEXATION PLAT
 AMARA ADDITION NO. 6
 JOB. NO. 2550.03
 JUNE 27, 2023
 SHEET 1 OF 1



LEGEND

- * UNPLATTED
- //// CITY LIMITS
- ▲ RECOVERED MONUMENT, AS NOTED

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

BE IT KNOWN BY THESE PRESENTS:

THAT THE CITY OF COLORADO SPRINGS, COLORADO, 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 SECTION 11 AND SECTION 12, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF GOVERNMENT LOTS 1 AND 2, IN SECTION 7, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE NORTHERLY END BY A 3-1/4" ALUMINUM SURVEYORS CAP IN RANGE BOX STAMPED "EL PASO COUNTY DOT 2000 LS 17496; FLUSH WITH GROUND AND AT THE SOUTHERLY END BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "PS INC 1994 PLS 12103" FLUSH WITH GROUND IS ASSUMED TO BEARS N00°17'10"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 S80°50'48"W, A DISTANCE OF 2819.91 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BRADLEY ROAD, PARCEL 2 AS DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 098124132 SAID POINT BEING THE POINT OF BEGINNING;

THENCE S76°11'13"W, ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID BRADLEY ROAD, PARCEL 2, A DISTANCE OF 3090.00 FEET;
 THENCE N68°24'42"E, A DISTANCE OF 1,552.26 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID BRADLEY ROAD, PARCEL 2
 THENCE N83°53'34"E, A DISTANCE OF 1,566.16 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 7.448 ACRES (324,454 SF).

OWNER:

THE AFOREMENTIONED, CITY OF COLORADO SPRINGS, COLORADO, A HOME RULE CITY AND COLORADO MUNICIPAL CORPORATION, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 20__ A.D.

 BLESSING A. MOBOLADE,
 MAYOR

ATTEST:

 CITY CLERK

STATE OF COLORADO)
) ss
 COUNTY OF EL PASO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20__ A.D. BY BLESSING A. MOBOLADE, MAYOR OF THE CITY OF COLORADO SPRINGS, COLORADO, A HOME RULE CITY AND COLORADO MUNICIPAL CORPORATION.

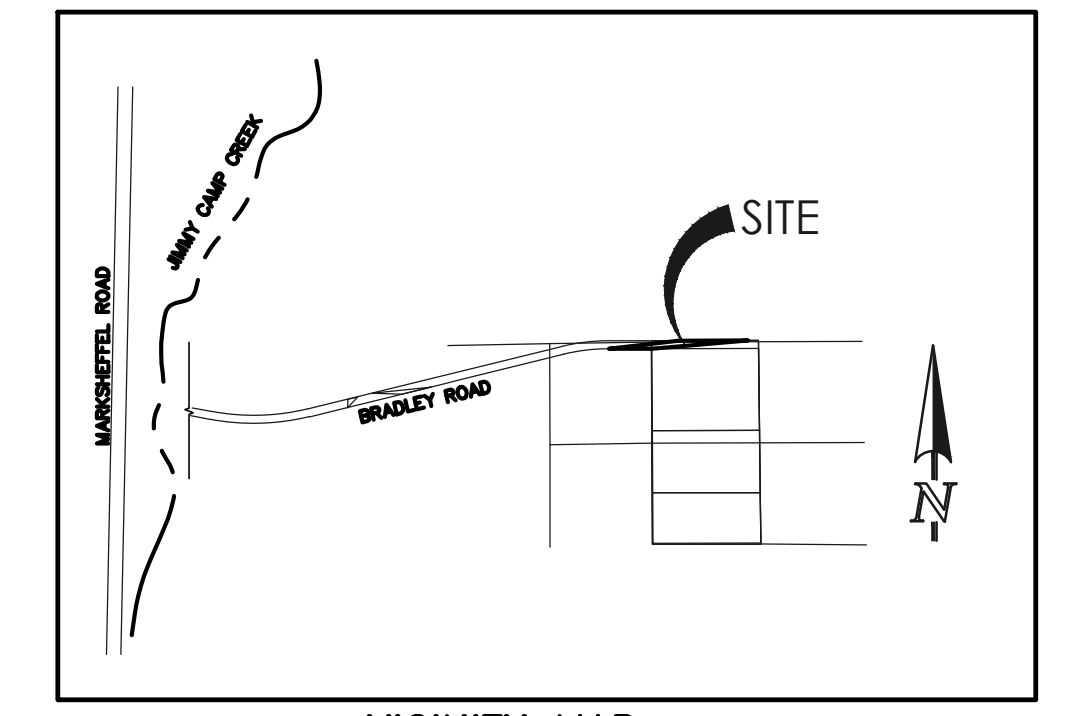
WITNESS MY HAND AND SEAL

MY COMMISSION EXPIRES: _____
 NOTARY PUBLIC

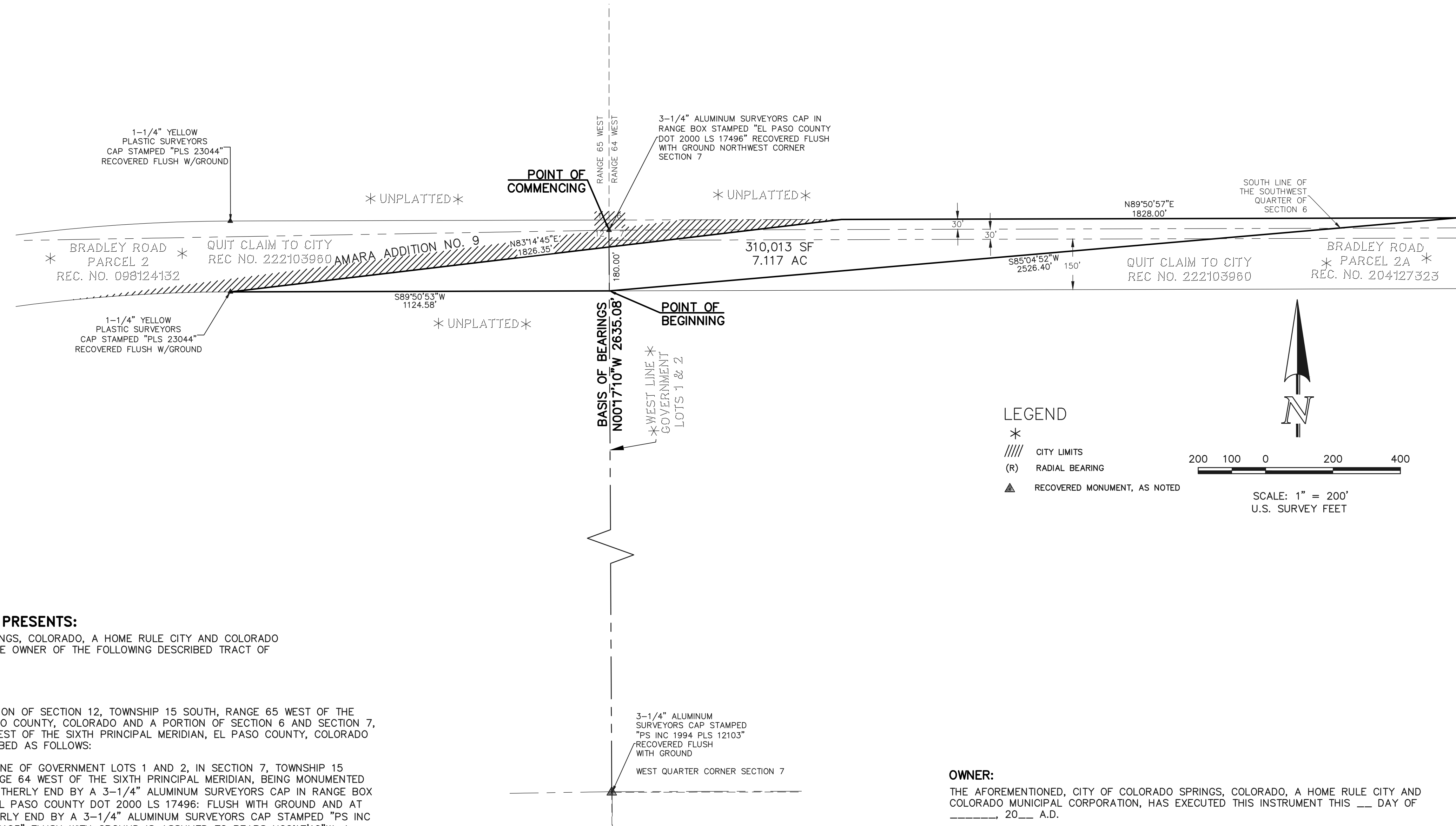
PRELIMINARY
 THIS DOCUMENT HAS NOT BEEN
 PLAT CHECKED

ANNEXATION PLAT AMARA ADDITION NO. 10

A PORTION OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO AND A PORTION OF SECTION 6 AND SECTION 7, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN EL PASO COUNTY, COLORADO

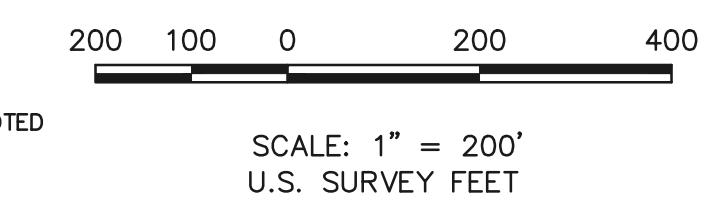


VICINITY MAP
NOT TO SCALE



LEGEND

- * CITY LIMITS
- //// RADIAL BEARING
- (R) RECOVERED MONUMENT, AS NOTED



DATE OF PREPARATION: JUNE 27, 2023
 TOTAL PERIMETER OF THE AREA FOR ANNEXATION: 7305.33 FEET
 ONE-FOURTH (1/4TH) OF THE TOTAL PERIMETER: 1826.33 FEET (25.00%)
 PERIMETER OF THE AREA CONTIGUOUS TO THE EXISTING CITY LIMITS: 1826.35 FEET (25.00%)

SURVEYOR'S STATEMENT:

I, ROBERT L. MEADOWS, JR., A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE MAP HEREON SHOWN IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-FOURTH (1/4) OF THE PERIMETER BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO.

ROBERT L. MEADOWS, JR., PROFESSIONAL LAND SURVEYOR _____ DATE _____
 COLORADO P.L.S. NO. 34977
 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 ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED 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 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 _____ DAY OF _____, 20___ A.D.

CITY CLERK _____ DATE _____

CLERK AND RECORDER:

STATE OF COLORADO }
 COUNTY OF EL PASO } ss
 I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK _____ M. THIS _____ DAY OF _____, 20___, A.D., AND IS DULY RECORDED AT RECEPTION NO. _____ OF THE RECORDS OF EL PASO COUNTY, COLORADO.
 STEVE SCHLEIKER, RECORDER

BY: _____
 DEPUTY

FEE: _____
 SURCHARGE: _____

PRELIMINARY
THIS DOCUMENT HAS NOT BEEN
PLAT CHECKED



BE IT KNOWN BY THESE PRESENTS:

THAT THE CITY OF COLORADO SPRINGS, COLORADO, 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 SECTION 12, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO AND A PORTION OF SECTION 6 AND SECTION 7, TOWNSHIP 15 SOUTH, RANGE 64 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, BEING MONUMENTED AT THE NORTHERLY END BY A 3-1/4" ALUMINUM SURVEYORS CAP IN RANGE BOX STAMPED "EL PASO COUNTY DOT 2000 LS 17496" FLUSH WITH GROUND AND AT THE SOUTHERLY END BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "PS INC 1994 PLS 12103" FLUSH WITH GROUND IS ASSUMED TO BEARS N00°17'10"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 S00°17'10"E, ON THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 180.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BRADLEY ROAD, PARCEL 2 RECORDED UNDER RECEPTION NO. 204127323 SAID POINT BEING THE POINT OF BEGINNING;

THENCE S89°50'53"W, ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID BRADLEY ROAD, PARCEL 2, A DISTANCE OF 1,124.58 FEET

THENCE N83°14'45"E, A DISTANCE OF 1,826.35 FEET TO A POINT 30 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SECTION 6, TOWNSHIP 15 SOUTH, RANGE 64 WEST SAID POINT BEING ALSO ON THE NORTHERLY RIGHT OF WAY LINE OF BRADLEY ROAD, PARCEL 2A, RECORDED UNDER RECEPTION NO. 204127323;

THENCE N89°50'57"E, ON SAID PARALLEL LINE AND THE NORTHERLY RIGHT OF WAY LINE OF SAID BRADLEY ROAD, PARCEL 2A, A DISTANCE OF 1,828.00 FEET;

THENCE S85°04'52"W, A DISTANCE OF 2,526.40 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 7.117 ACRES (310,013 SF).

OWNER:

THE AFOREMENTIONED, CITY OF COLORADO SPRINGS, COLORADO, A HOME RULE CITY AND COLORADO MUNICIPAL CORPORATION, HAS EXECUTED THIS INSTRUMENT THIS ___ DAY OF _____, 20___ A.D.

 BLESSING A. MOBOLADE,
 MAYOR

ATTEST:

 CITY CLERK
 STATE OF COLORADO)
) ss
 COUNTY OF EL PASO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____, 20___ A.D. BY BLESSING A. MOBOLADE, MAYOR OF THE CITY OF COLORADO SPRINGS, COLORADO, A HOME RULE CITY AND COLORADO MUNICIPAL CORPORATION.

WITNESS MY HAND AND SEAL

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

ANNEXATION PLAT AMARA ADDITION NO. 12

A PORTION OF SECTION 7, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN EL PASO COUNTY, COLORADO

BE IT KNOWN BY THESE PRESENTS:

THAT BJ 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 7, TOWNSHIP 15 SOUTH, RANGE 64 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, BEING MONUMENTED AT THE NORTHERLY END BY A 3-1/4" ALUMINUM SURVEYORS CAP IN RANGE BOX STAMPED "EL PASO COUNTY DOT 2000 LS 17496" FLUSH WITH GROUND AND AT THE SOUTHERLY END BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "PS INC 1994 PLS 12103" FLUSH WITH GROUND IS ASSUMED TO BEARS N00°17'10"W, A DISTANCE OF 2635.08 FEET.

COMMENCING AT THE WEST QUARTER CORNER SECTION 7, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO SAID POINT BEING THE POINT OF BEGINNING;

THENCE N00°17'10"W, ON THE WEST LINE OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN A DISTANCE OF 312.08 FEET;

THENCE N89°52'36"E, A DISTANCE OF 2807.81 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7;

THENCE S00°42'25"E, ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 312.07 TO THE CENTER QUARTER CORNER OF SAID SECTION 7;

THENCE S00°41'50"E, ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 1318.84 FEET;

THENCE S89°54'50"W, A DISTANCE OF 2819.05 FEET TO THE SOUTHWEST CORNER OF GOVERNMENT LOT 3;

THENCE N00°18'31"W, ON THE WEST LINE OF SAID GOVERNMENT LOT 3 IN SECTION 7, A DISTANCE OF 1316.92 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 105.274 ACRES (4,585,747 SF).

OWNER:

BJ RANCHES LLC, A COLORADO LIMITED LIABILITY COMPANY
HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 20____, A.D.

BY: _____
TITLE: _____

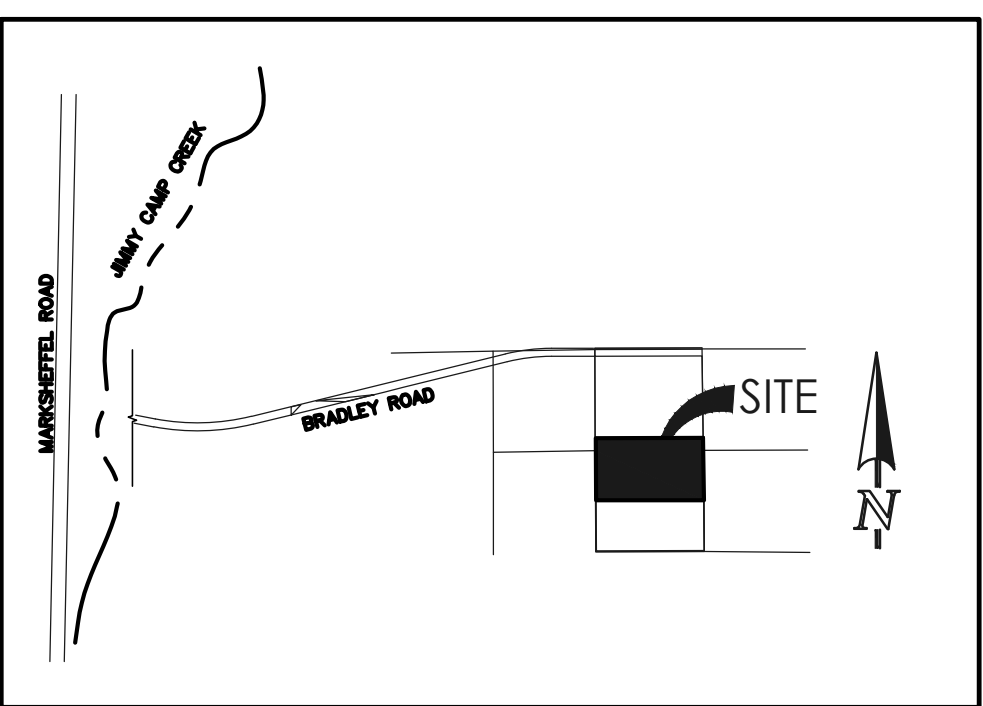
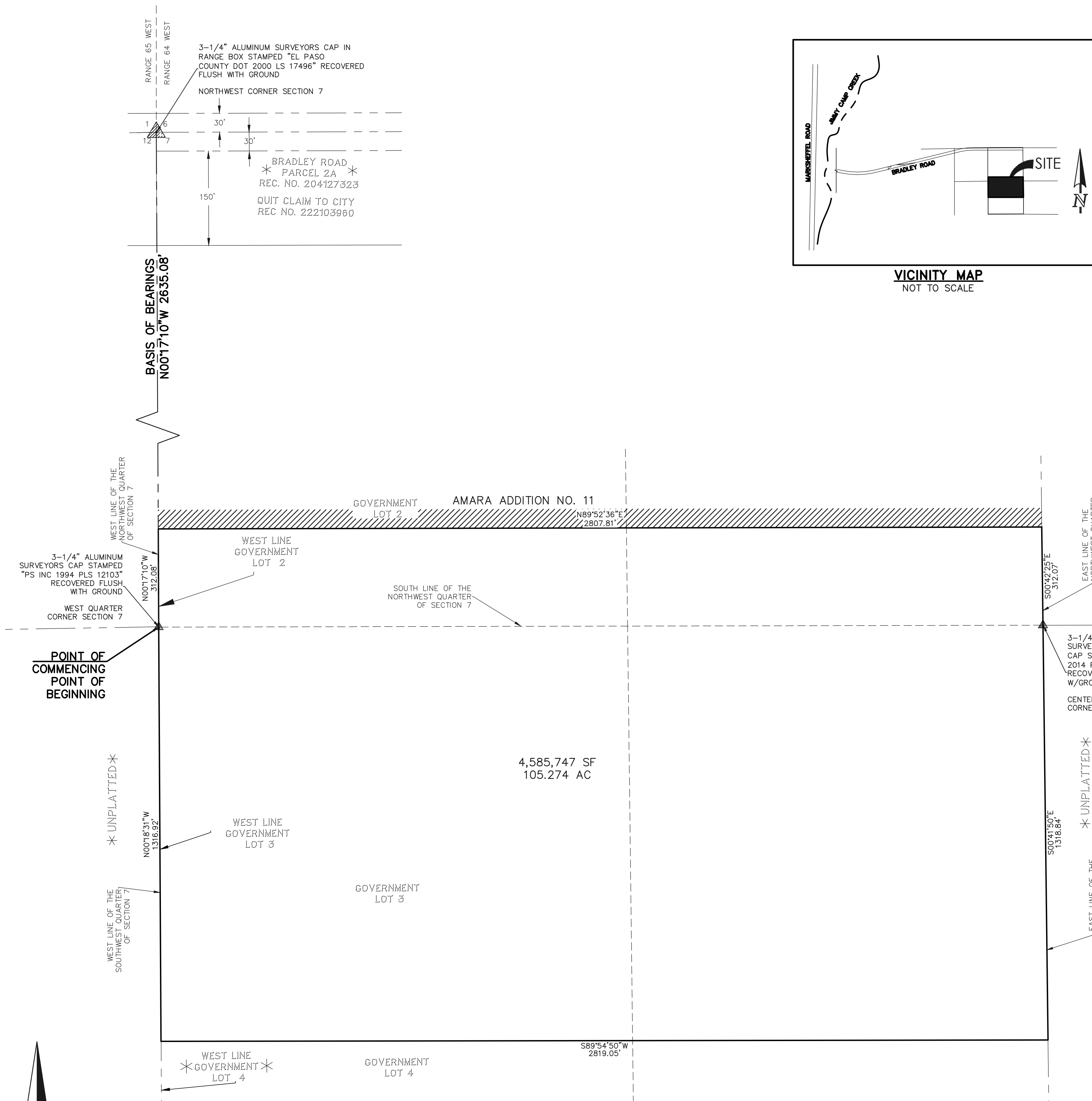
STATE OF COLORADO)
) ss
COUNTY OF _____)

NOTARY:

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

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC



DATE OF PREPARATION: JUNE 27, 2023

TOTAL PERIMETER OF THE AREA FOR ANNEXATION: 8886.77 FEET

ONE-FOURTH (1/4TH) OF THE TOTAL PERIMETER: 2221.69 FEET (25.00%)

PERIMETER OF THE AREA CONTIGUOUS TO THE EXISTING CITY LIMITS: 2807.81 FEET (31.60%)

SURVEYOR'S STATEMENT:

I, ROBERT L. MEADOWS, JR., A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE MAP HEREON SHOWN IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-FOURTH (1/4) OF THE PERIMETER BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO.

ROBERT L. MEADOWS, JR., PROFESSIONAL LAND SURVEYOR _____ DATE _____
COLORADO P.L.S. NO. 34977
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 ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED 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. 12".

CITY PLANNING DIRECTOR _____ DATE _____

CITY ENGINEER _____ DATE _____

THE ANNEXATION OF THE REAL 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 _____ DAY OF _____, 20____, A.D.

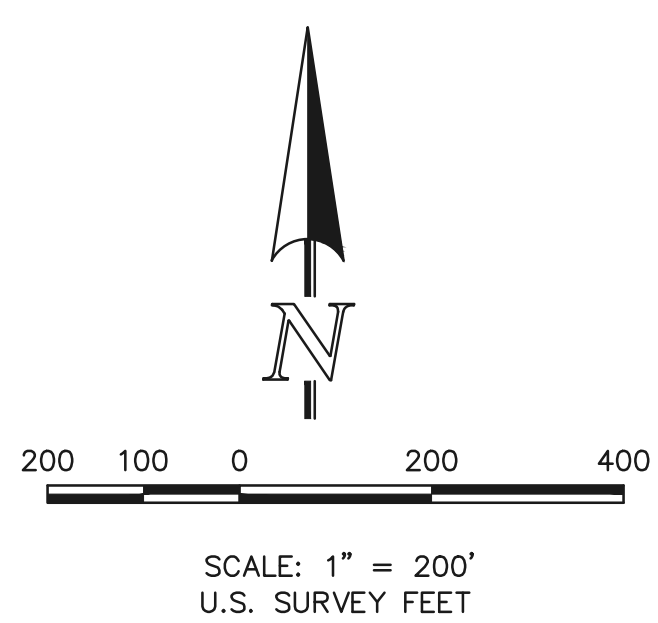
CITY CLERK _____ DATE _____

CLERK AND RECORDER:

STATE OF COLORADO)
) ss
COUNTY OF EL PASO)
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK _____ M. THIS _____ DAY OF _____, 20____, A.D., AND IS DULY RECORDED AT RECEPTION NO. _____ OF THE RECORDS OF EL PASO COUNTY, COLORADO.
STEVE SCHLEIKER, RECORDER

BY: _____
DEPUTY

FEE: _____ ANNEXATION PLAT
SURCHARGE: _____ AMARA ADDITION NO. 12
JOB. NO. 2550.03
JUNE 27, 2023
SHEET 1 OF 1



LEGEND

- * MONUMENT
- //// CITY LIMITS
- ▲ RECOVERED MONUMENT, AS NOTED

PRELIMINARY
 THIS DOCUMENT HAS NOT BEEN
 PLAT CHECKED



ANNEXATION PLAT AMARA ADDITION NO. 13

A PORTION OF SECTION 7, TOWNSHIP 15 SOUTH,
RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN EL
PASO COUNTY, COLORADO

BE IT KNOWN BY THESE PRESENTS:

THAT BJ 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 7, TOWNSHIP 15 SOUTH, RANGE 64 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, BEING MONUMENTED AT THE NORTHERLY END BY A 3-1/4" ALUMINUM SURVEYORS CAP IN RANGE BOX STAMPED "EL PASO COUNTY DOT 2000 LS 17496" FLUSH WITH GROUND AND AT THE SOUTHERLY END BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "PS INC 1994 PLS 12103" FLUSH WITH GROUND IS ASSUMED TO BEARS N00°17'10"W, A DISTANCE OF 2635.08 FEET.

COMMENCING AT THE WEST QUARTER CORNER SECTION 7, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO;

THENCE S00°18'31"E, ON THE WEST LINE OF GOVERNMENT LOT 3 IN SAID SECTION 7, A DISTANCE OF 1316.92 FEET TO THE POINT OF BEGINNING;

THENCE N89°54'50"E, ON A PORTION OF THE NORTHERLY BOUNDARY OF GOVERNMENT LOT 4 IN SAID SECTION 7, A DISTANCE OF 2819.05 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7;

THENCE S00°41'50"E, ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 1,318.29 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 7;

THENCE S89°54'13"W, ON THE SOUTH LINE OF THE WEST HALF OF SAID SECTION 7, A DISTANCE OF 2,827.99 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 7;

THENCE N00°18'31"W, ON THE WEST LINE OF GOVERNMENT LOT 4 IN SAID SECTION 7, A DISTANCE OF 1,318.74 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 85.462 ACRES (3,722,725 SF).

OWNER:

BJ 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 _____)

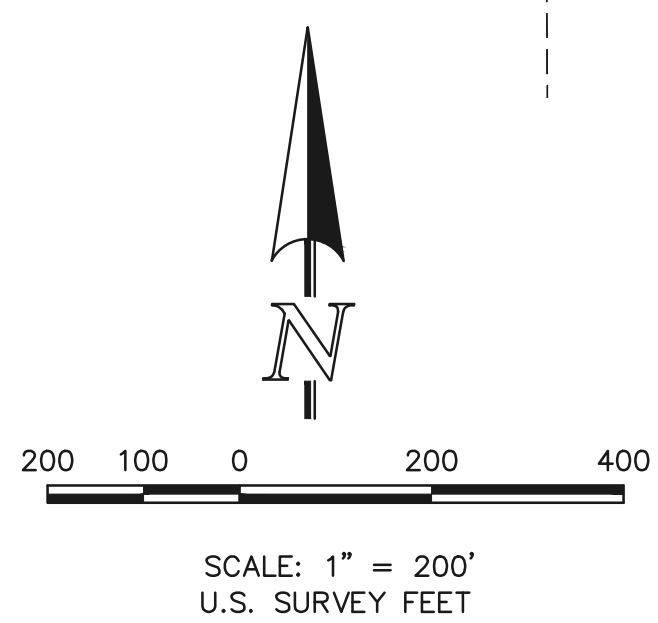
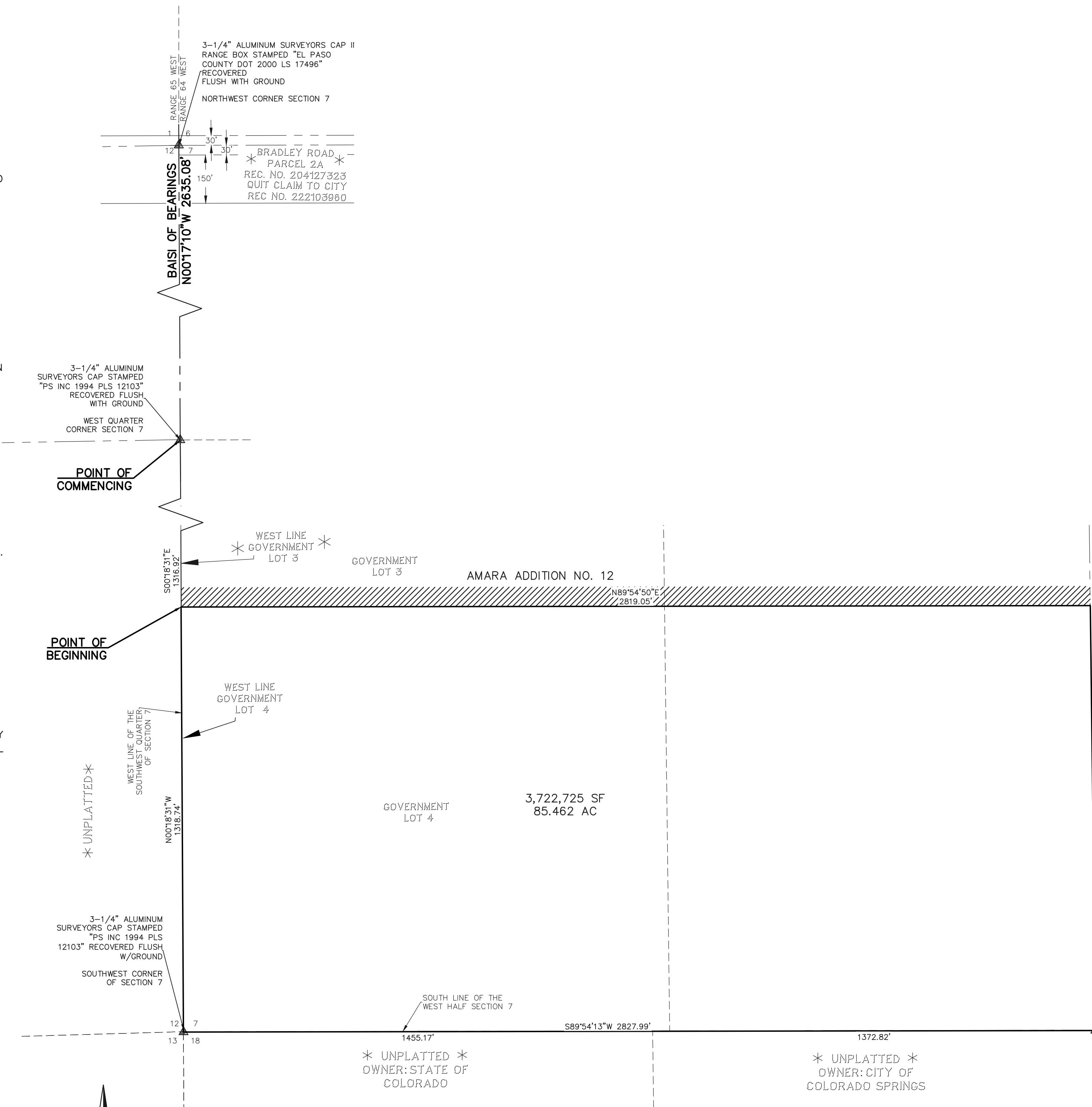
NOTARY:

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

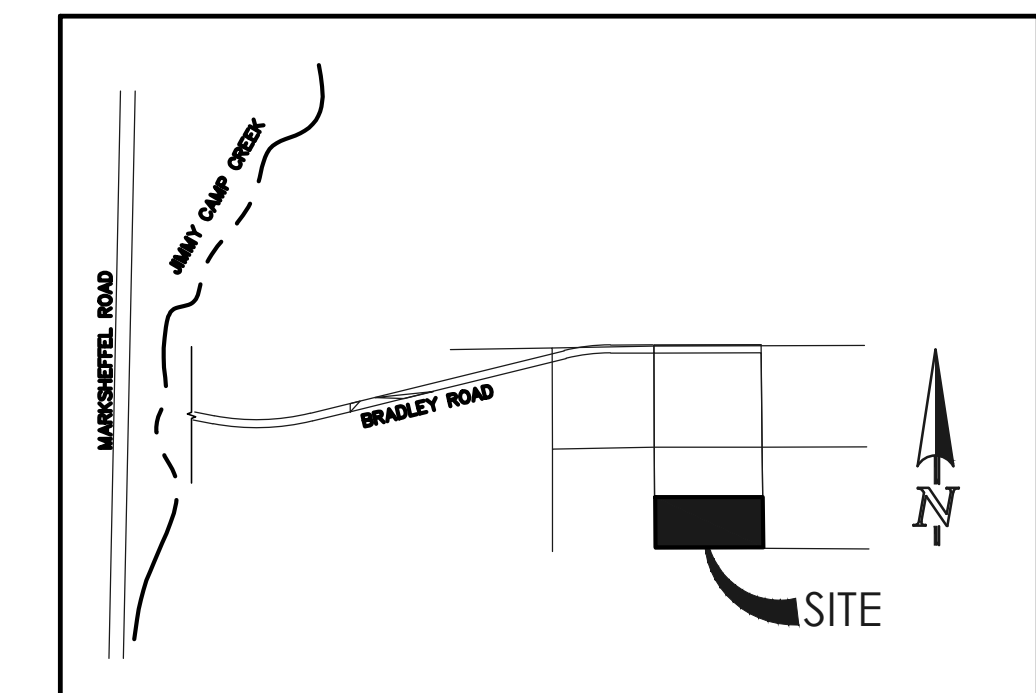
WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC



- LEGEND**
- * RECOVERED MONUMENT, AS NOTED
 - //// CITY LIMITS
 - ▲ RECOVERED MONUMENT, AS NOTED



VICINITY MAP
NOT TO SCALE

DATE OF PREPARATION: JUNE 27, 2023

TOTAL PERIMETER OF THE AREA FOR ANNEXATION: 8284.07 FEET

ONE-FOURTH (1/4TH) OF THE TOTAL PERIMETER: 2071.02 FEET (25.00%)

PERIMETER OF THE AREA CONTIGUOUS TO THE EXISTING CITY LIMITS: 2819.05 FEET (34.03%)

SURVEYOR'S STATEMENT:

I, ROBERT L. MEADOWS, JR., A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE MAP HEREON SHOWN IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-FOURTH (1/4) OF THE PERIMETER BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO.

ROBERT L. MEADOWS, JR., PROFESSIONAL LAND SURVEYOR _____ DATE _____
COLORADO P.L.S. NO. 34977
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 ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED 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. 13".

CITY PLANNING DIRECTOR _____ DATE _____
CITY ENGINEER _____ DATE _____

THE ANNEXATION OF THE REAL 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 _____ 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 AT _____ O'CLOCK ____M. THIS _____ DAY OF _____, 20____, A.D., AND IS DULY RECORDED AT RECEPTION NO. _____ OF THE RECORDS OF EL PASO COUNTY, COLORADO.

STEVE SCHLEIKER, RECORDER

BY: _____
DEPUTY

FEE: _____ ANNEXATION PLAT
SURCHARGE: _____ AMARA ADDITION NO. 13
JUNE 27, 2023
JOB. NO. 2550.03
SHEET 1 OF 1

PRELIMINARY
THIS DOCUMENT HAS NOT BEEN
PLAT CHECKED



ANNEXATION PLAT AMARA ADDITION NO. 14

A PORTION OF SECTION 19, TOWNSHIP 15 SOUTH,
RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN
EL PASO COUNTY, COLORADO

BE IT KNOWN BY THESE PRESENTS:

THAT BJ 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 19, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 26, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO BEING MONUMENTED AT BOTH ENDS BY A 2-1/2" ALUMINUM SURVEYORS CAP STAMPED "PLS 23044" FLUSH WITH GROUND IS ASSUMED TO BEAR N89°26'56"E, A DISTANCE OF 5294.72 FEET.

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY;

THENCE N00°17'20"W, ON THE WEST LINE OF GOVERNMENT LOTS 1 AND 2 IN SAID SECTION 19, A DISTANCE OF 2649.35 FEET TO THE NORTHWEST CORNER OF SAID SECTION 19 SAID POINT BEING THE POINT OF BEGINNING;

THENCE N89°53'18"E, ON THE NORTH LINE OF THE WEST HALF OF SAID SECTION 19, A DISTANCE OF 2866.16 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 19;
THENCE S00°40'19"E, ON THE EAST LINE OF THE WEST HALF OF SAID SECTION 19, A DISTANCE OF 40.03 FEET;
THENCE S89°53'21"W, A DISTANCE OF 2,866.43 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 1 IN SECTION 19;
THENCE N00°17'20"W, ON THE WEST LINE OF SAID GOVERNMENT LOT 1 IN SECTION 19, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 2.633 ACRES (114,673 SF).

OWNER:

BJ 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 _____)

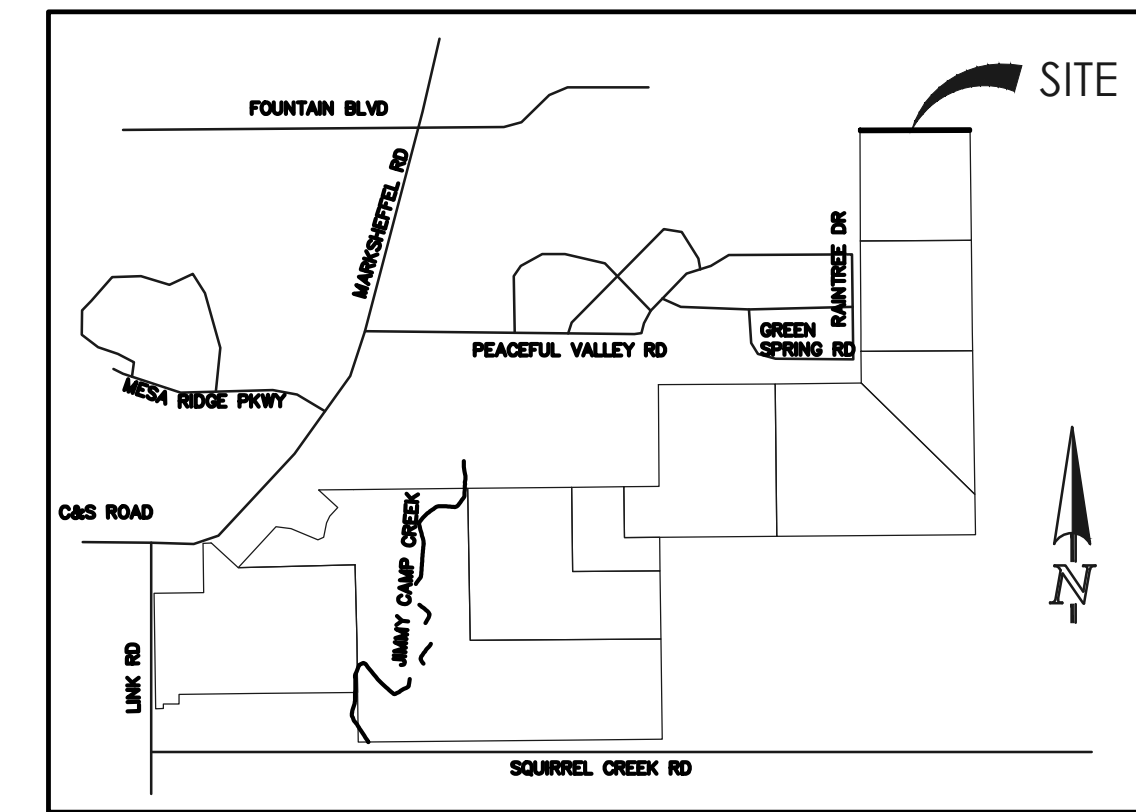
NOTARY:

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

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC



VICINITY MAP
NOT TO SCALE

DATE OF PREPARATION: JUNE 27, 2023

TOTAL PERIMETER OF THE AREA FOR ANNEXATION: 5812.62 FEET

ONE-FOURTH (1/4TH) OF THE TOTAL PERIMETER: 1453.16 FEET (25.00%)

PERIMETER OF THE AREA CONTIGUOUS TO THE EXISTING CITY LIMITS: 1455.17 FEET (25.03%)

SURVEYOR'S STATEMENT:

I, ROBERT L. MEADOWS, JR., A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE MAP HEREON SHOWN IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-FOURTH (1/4) OF THE PERIMETER BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO.

ROBERT L. MEADOWS, JR., PROFESSIONAL LAND SURVEYOR DATE _____
COLORADO P.L.S. NO. 34977
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 ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED 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. 14".

CITY PLANNING DIRECTOR DATE _____

CITY ENGINEER DATE _____

THE ANNEXATION OF THE REAL 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 _____ 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 AT _____ O'CLOCK _____ M. THIS _____ DAY OF _____, 20____, A.D., AND IS DULY RECORDED AT RECEPTION NO. _____ OF THE RECORDS OF EL PASO COUNTY, COLORADO.

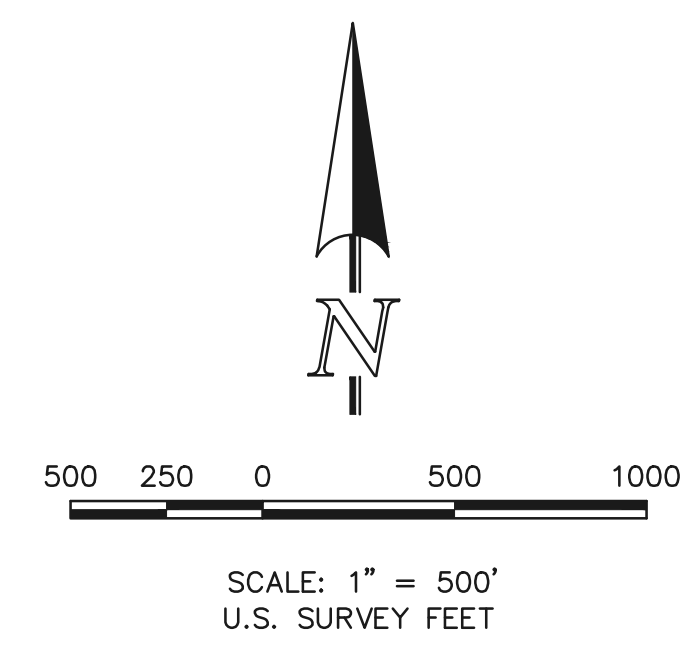
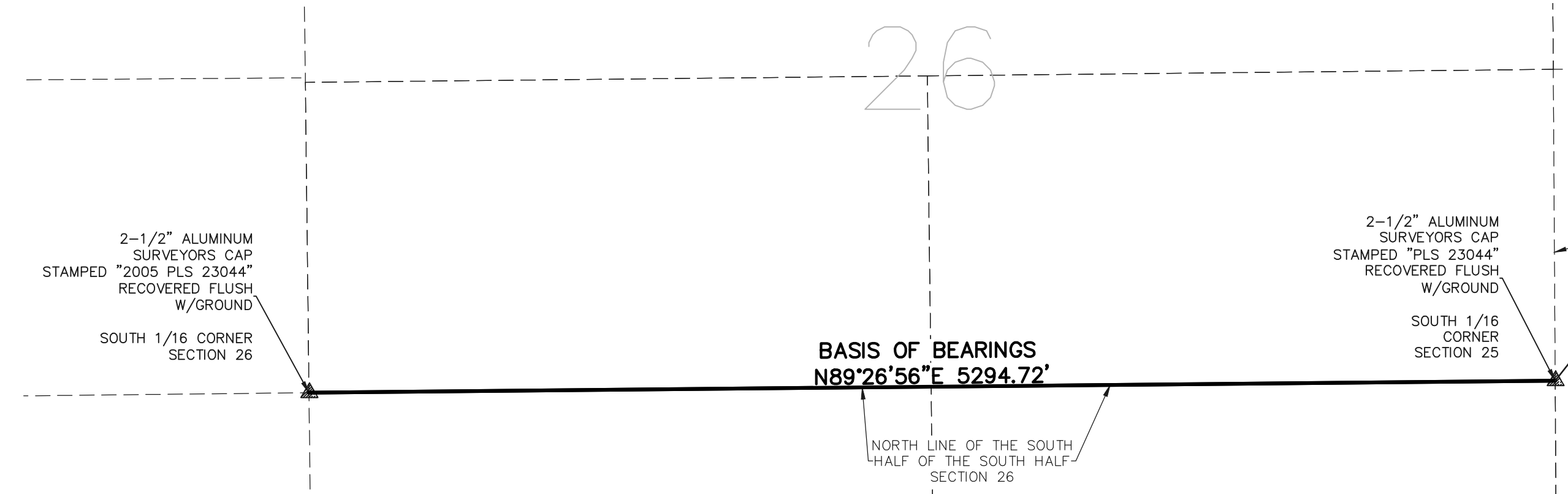
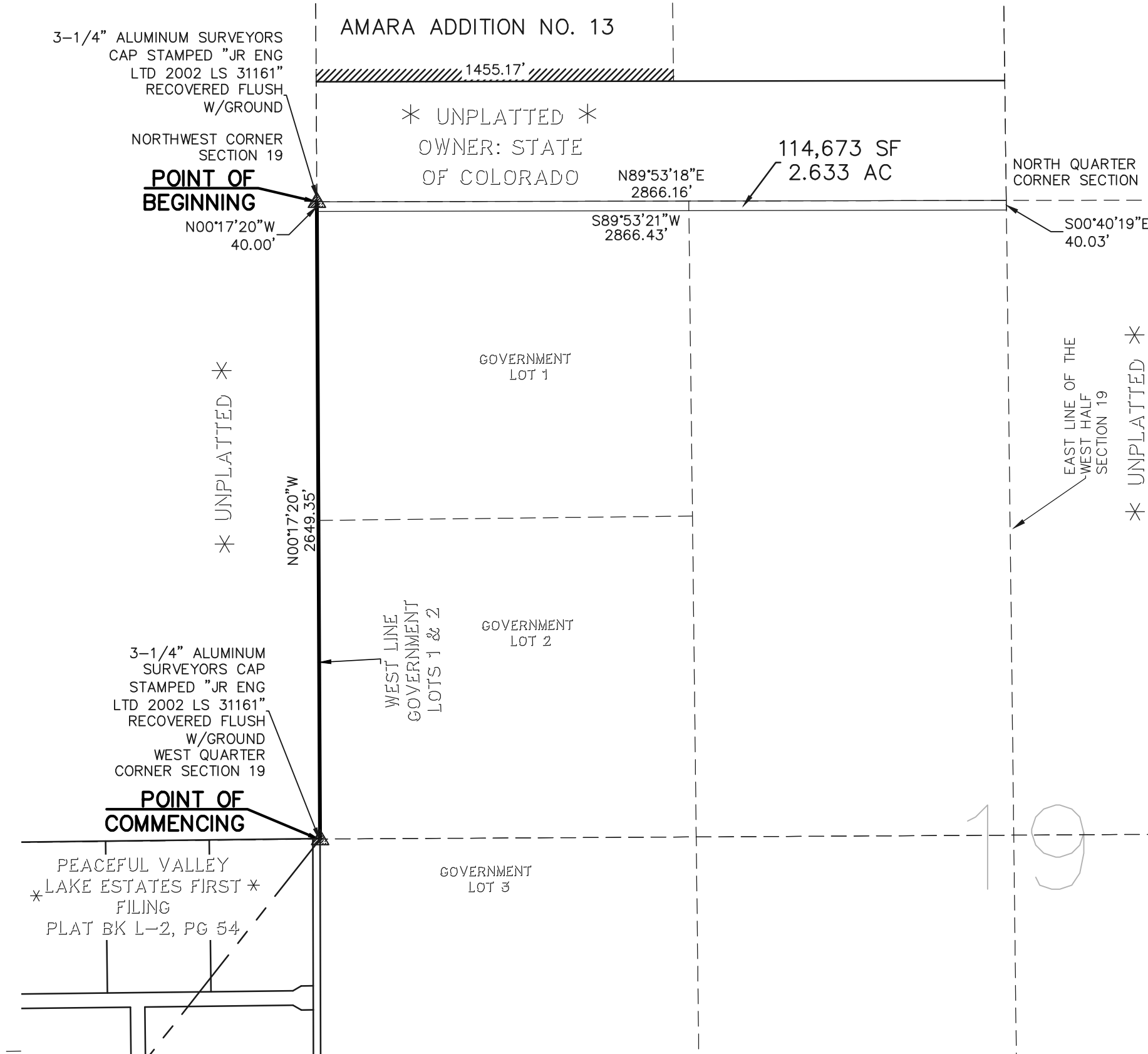
STEVE SCHLEIKER, RECORDER

BY: _____
DEPUTY

FEE: _____ ANNEXATION PLAT
SURCHARGE: _____ AMARA ADDITION NO. 14
JOB. NO. 2550.03
JUNE 27, 2023
SHEET 1 OF 1

NOTE:

PURSUANT TO C.R.S. SECTION 31-12-104(1)(a) CONTIGUITY SHALL NOT BE AFFECTED BY THE EXISTENCE OF PUBLIC LANDS OWNED BY THE STATE, OR AN AGENCY THEREOF, EXCEPT COUNTY-OWNED OPEN SPACE, BETWEEN THE ANNEXING MUNICIPALITY AND THE LAND PROPOSED TO BE ANNEXED.



LEGEND

- * UNPLATTED
- //// CITY LIMITS
- ▲ RECOVERED MONUMENT, AS NOTED

PRELIMINARY
THIS DOCUMENT HAS NOT BEEN
PLAT CHECKED



ANNEXATION PLAT AMARA ADDITION NO. 15

A PORTION OF SECTION 19, TOWNSHIP 15 SOUTH, RANGE 64
WEST OF THE SIXTH PRINCIPAL MERIDIAN EL PASO COUNTY,
COLORADO

BE IT KNOWN BY THESE PRESENTS:

THAT BJ 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 19, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 26, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO BEING MONUMENTED AT BOTH ENDS BY A 2-1/2" ALUMINUM SURVEYORS CAP STAMPED "PLS 23044" FLUSH WITH GROUND IS ASSUMED TO BEAR N89°26'56"E, A DISTANCE OF 5294.72 FEET.

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY SAID POINT BEING THE POINT OF BEGINNING;

THENCE N00°17'20"W, ON THE WEST LINE OF GOVERNMENT LOTS 1 AND 2 IN SAID SECTION 19, A DISTANCE OF 2609.35 FEET;
 THENCE N89°53'21"E, A DISTANCE OF 2866.43 FEET TO THE EAST LINE OF THE WEST HALF OF SAID SECTION 19;
 THENCE S00°40'19"E, ON THE EAST LINE OF THE WEST HALF OF SAID SECTION 19, A DISTANCE OF 2849.24 FEET;
 THENCE S89°41'09"W, A DISTANCE OF 2885.67 FEET TO THE WEST LINE OF GOVERNMENT LOT 3 IN SAID SECTION 19;
 THENCE N00°14'18"W, ON THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 188.445 ACRES (8,208,689 SF).

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

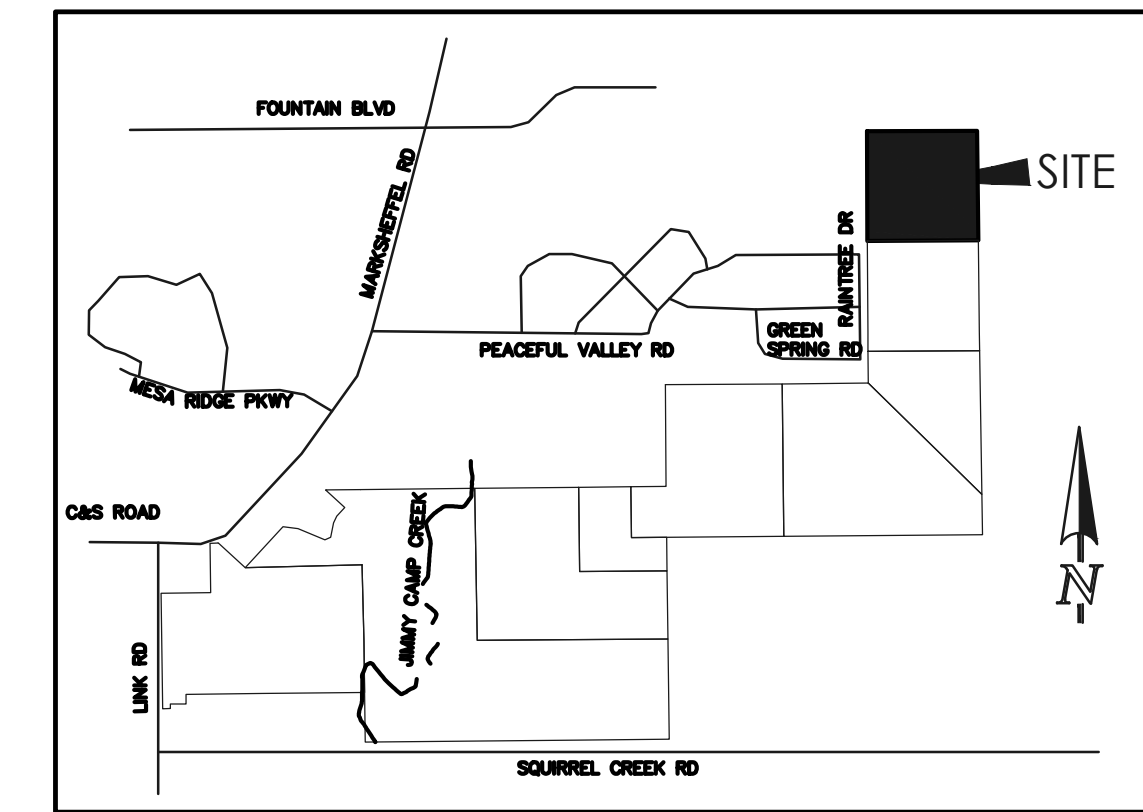
BY: _____
 TITLE: _____

STATE OF COLORADO)
) ss
 COUNTY OF _____)

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

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____
 _____ NOTARY PUBLIC



VICINITY MAP
 NOT TO SCALE

DATE OF PREPARATION: JUNE 27, 2023

TOTAL PERIMETER OF THE AREA FOR ANNEXATION: 11,460.69 FEET
 ONE-FOURTH (1/4TH) OF THE TOTAL PERIMETER: 2865.17 FEET (25.00%)
 PERIMETER OF THE AREA CONTIGUOUS TO THE EXISTING CITY LIMITS: 2866.43 FEET (25.01%)

SURVEYOR'S STATEMENT:

I, ROBERT L. MEADOWS, JR., A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE MAP HEREON SHOWN IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-FOURTH (1/4) OF THE PERIMETER BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO.

ROBERT L. MEADOWS, JR., PROFESSIONAL LAND SURVEYOR _____ DATE _____
 COLORADO P.L.S. NO. 34977
 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 ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED 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. 15".

CITY PLANNING DIRECTOR _____ DATE _____

CITY ENGINEER _____ DATE _____

THE ANNEXATION OF THE REAL 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 _____ DAY OF _____, 20____ A.D.

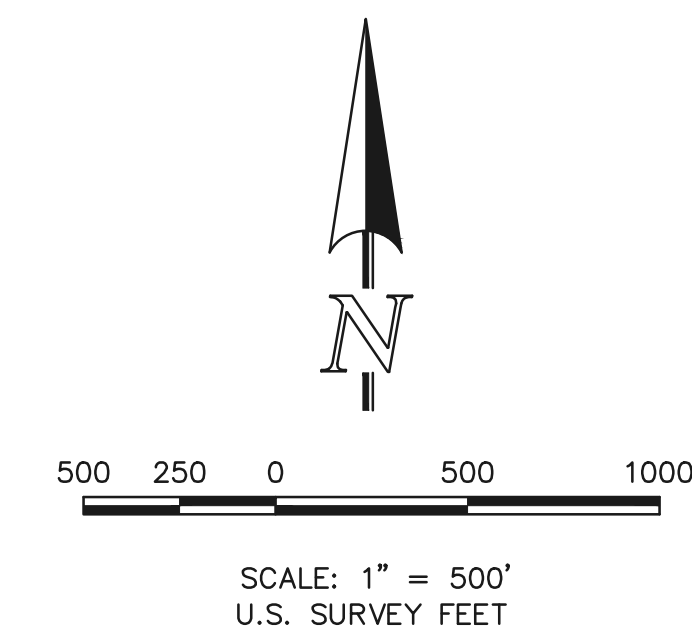
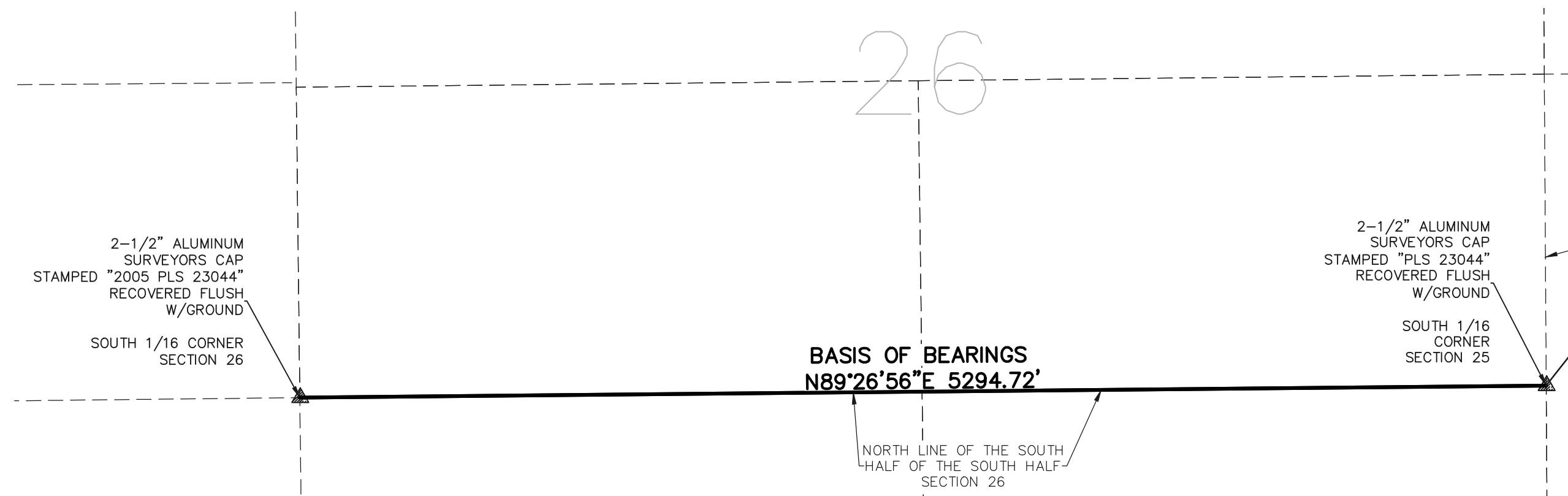
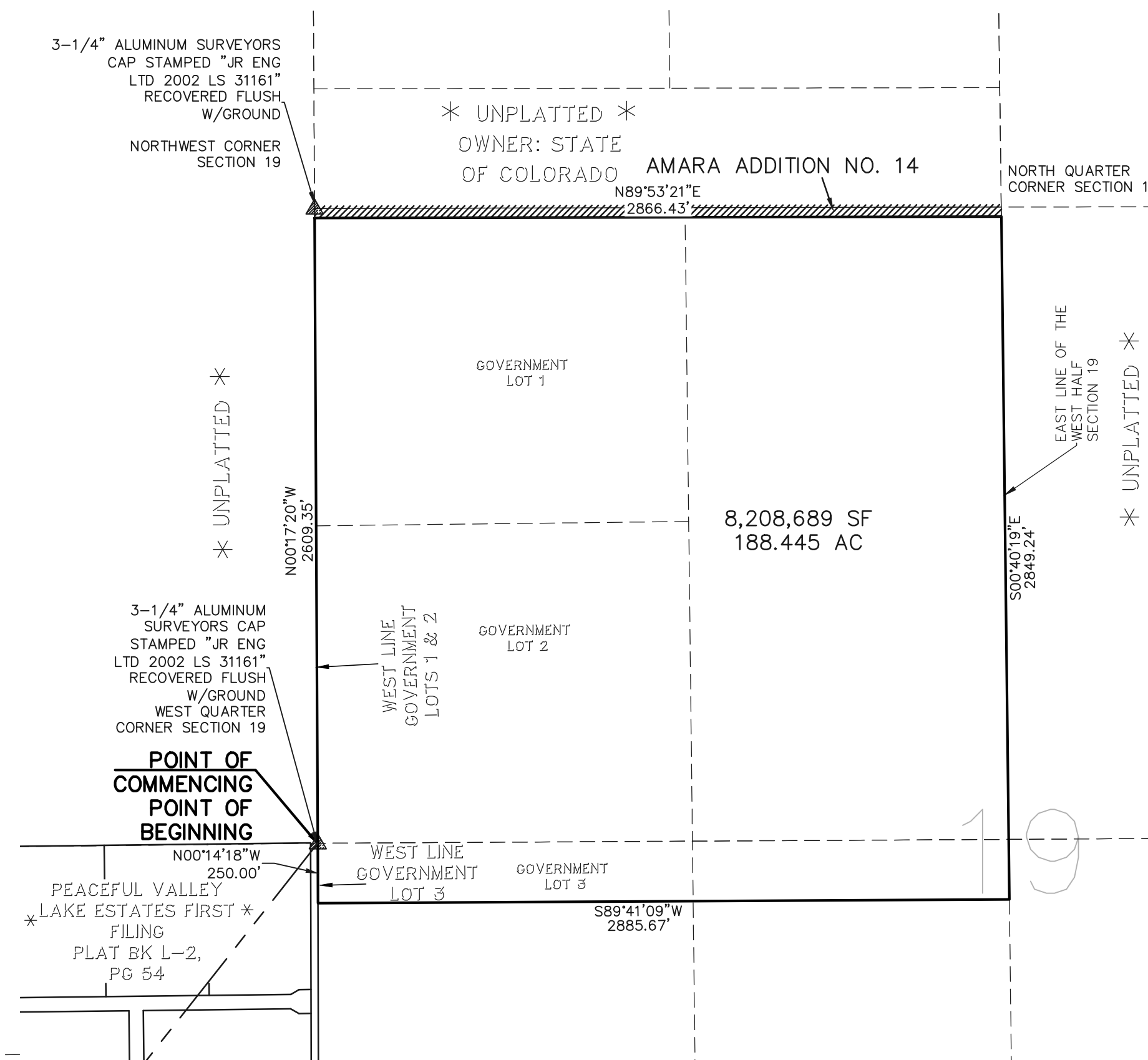
CITY CLERK _____ DATE _____

CLERK AND RECORDER:

STATE OF COLORADO)
) ss
 COUNTY OF EL PASO)
 I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK _____ M. THIS _____ DAY OF _____, 20____, A.D., AND IS DULY RECORDED AT RECEPTION NO. _____ OF THE RECORDS OF EL PASO COUNTY, COLORADO.
 STEVE SCHLEIKER, RECORDER

BY: _____
 DEPUTY

FEE: _____ ANNEXATION PLAT
 AMARA ADDITION NO. 15
 SURCHARGE: _____ JOB. NO. 2550.03
 JUNE 27, 2023
 SHEET 1 OF 1



- LEGEND**
- * UNPLATTED
 - //// CITY LIMITS
 - ▲ RECOVERED MONUMENT, AS NOTED

PRELIMINARY
 THIS DOCUMENT HAS NOT BEEN
 PLAT CHECKED



ANNEXATION PLAT AMARA ADDITION NO. 16

A PORTION OF SECTION 19 AND SECTION 30, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN
EL PASO COUNTY, COLORADO

BE IT KNOWN BY THESE PRESENTS:

THAT BJ 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 19 AND SECTION 30, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 26, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO BEING MONUMENTED AT BOTH ENDS BY A 2-1/2" ALUMINUM SURVEYORS CAP STAMPED "PLS 23044" FLUSH WITH GROUND IS ASSUMED TO BEAR N89°26'56"E, A DISTANCE OF 5294.72 FEET.

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY

THENCE S00°14'18"E, A DISTANCE OF 250.00 FEET ON THE WEST LINE OF GOVERNMENT LOT 3 IN SAID SECTION 19 TO THE POINT OF BEGINNING;

THENCE N89°41'09"E, A DISTANCE OF 2,885.67 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19;
 THENCE S00°40'19"E, ON THE EAST OF THE SOUTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 2,387.19 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 19;
 THENCE S00°52'43"E, ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 30, A DISTANCE OF 485.98 FEET;
 THENCE S89°39'48"W, A DISTANCE OF 2,909.15 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30;
 THENCE N00°14'24"W, ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 487.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 19;
 THENCE N00°14'18"W, ON THE WEST LINE OF GOVERNMENT LOT 4 AND LOT 3 IN SAID SECTION 19, A DISTANCE OF 2,387.25 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 191.096 ACRES (8,324,126 SF).

OWNER:

BJ RANCHES LLC, A COLORADO LIMITED LIABILITY COMPANY
 HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 20____, A.D.

BY: _____
 TITLE: _____

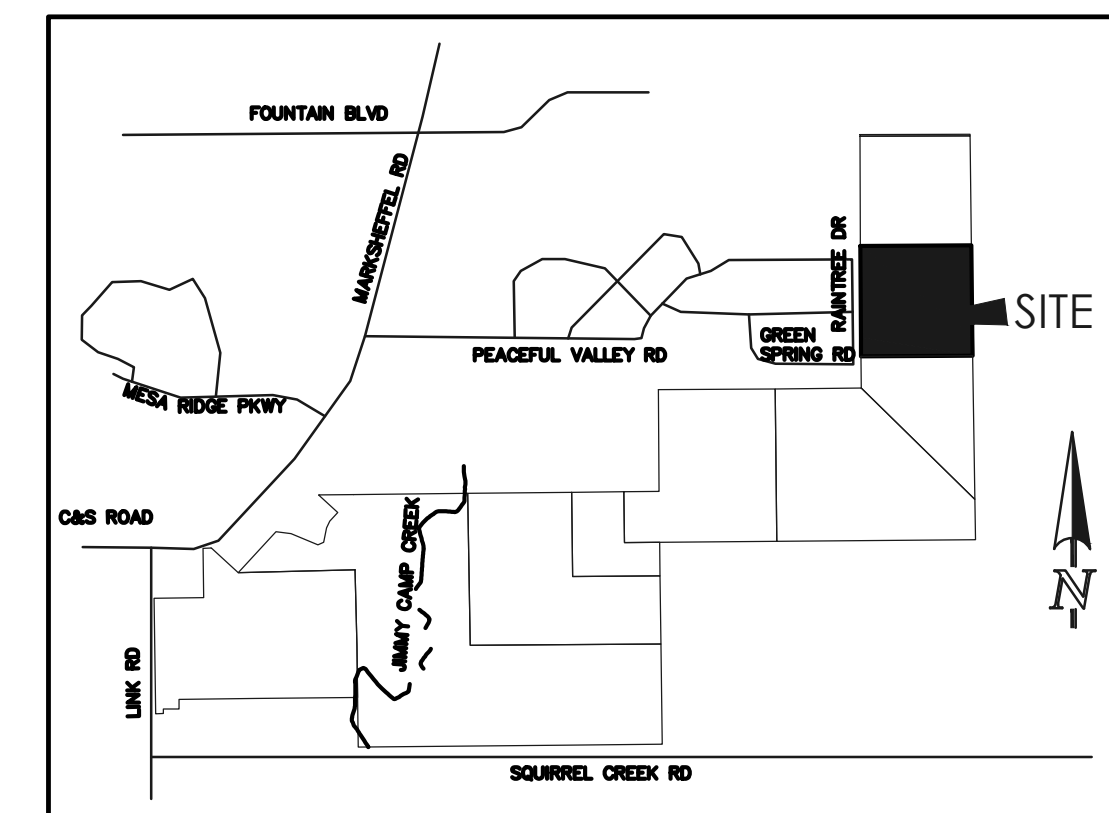
STATE OF COLORADO)
) ss
 COUNTY OF _____)

NOTARY:

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

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC



VICINITY MAP
NOT TO SCALE

DATE OF PREPARATION: JUNE 27, 2023

TOTAL PERIMETER OF THE AREA FOR ANNEXATION: 11542.24 FEET

ONE-FOURTH (1/4TH) OF THE TOTAL PERIMETER: 2885.56 FEET (25.00%)

PERIMETER OF THE AREA CONTIGUOUS TO THE EXISTING CITY LIMITS: 2885.67 FEET (25.00%)

SURVEYOR'S STATEMENT:

I, ROBERT L. MEADOWS, JR., A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE MAP HEREON SHOWN IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-FOURTH (1/4) OF THE PERIMETER BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO.

ROBERT L. MEADOWS, JR., PROFESSIONAL LAND SURVEYOR _____ DATE _____
 COLORADO P.L.S. NO. 34977
 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 ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED 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. 16".

CITY PLANNING DIRECTOR _____ DATE _____

CITY ENGINEER _____ DATE _____

THE ANNEXATION OF THE REAL 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 _____ DAY OF _____, 20____ A.D.

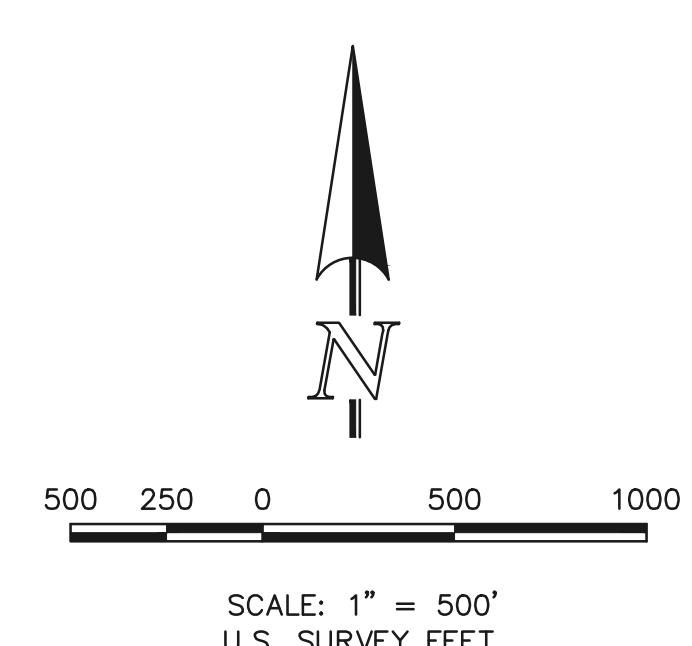
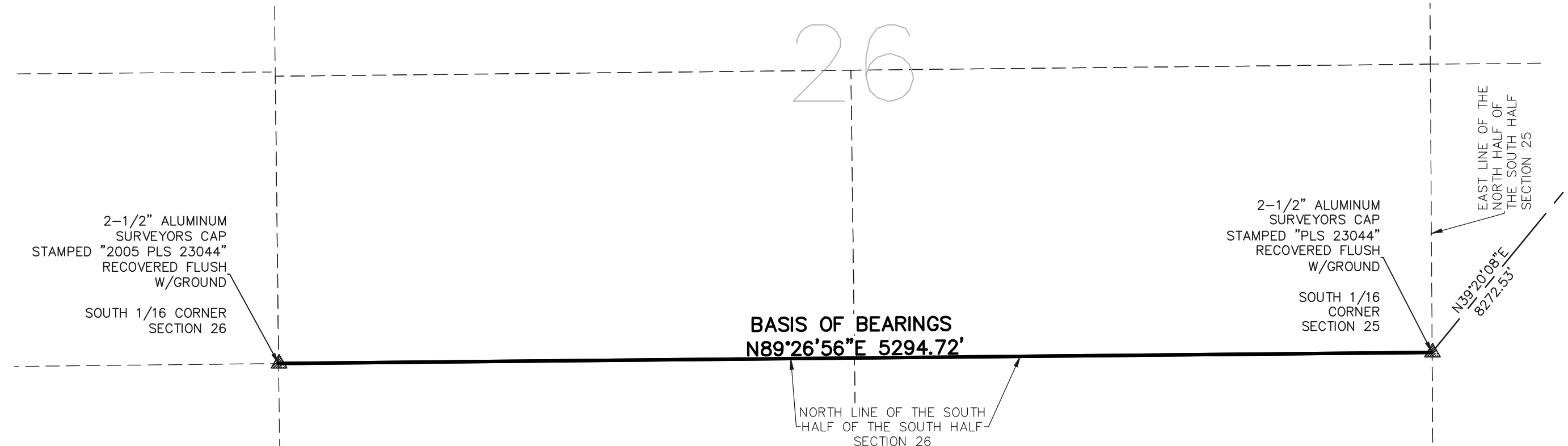
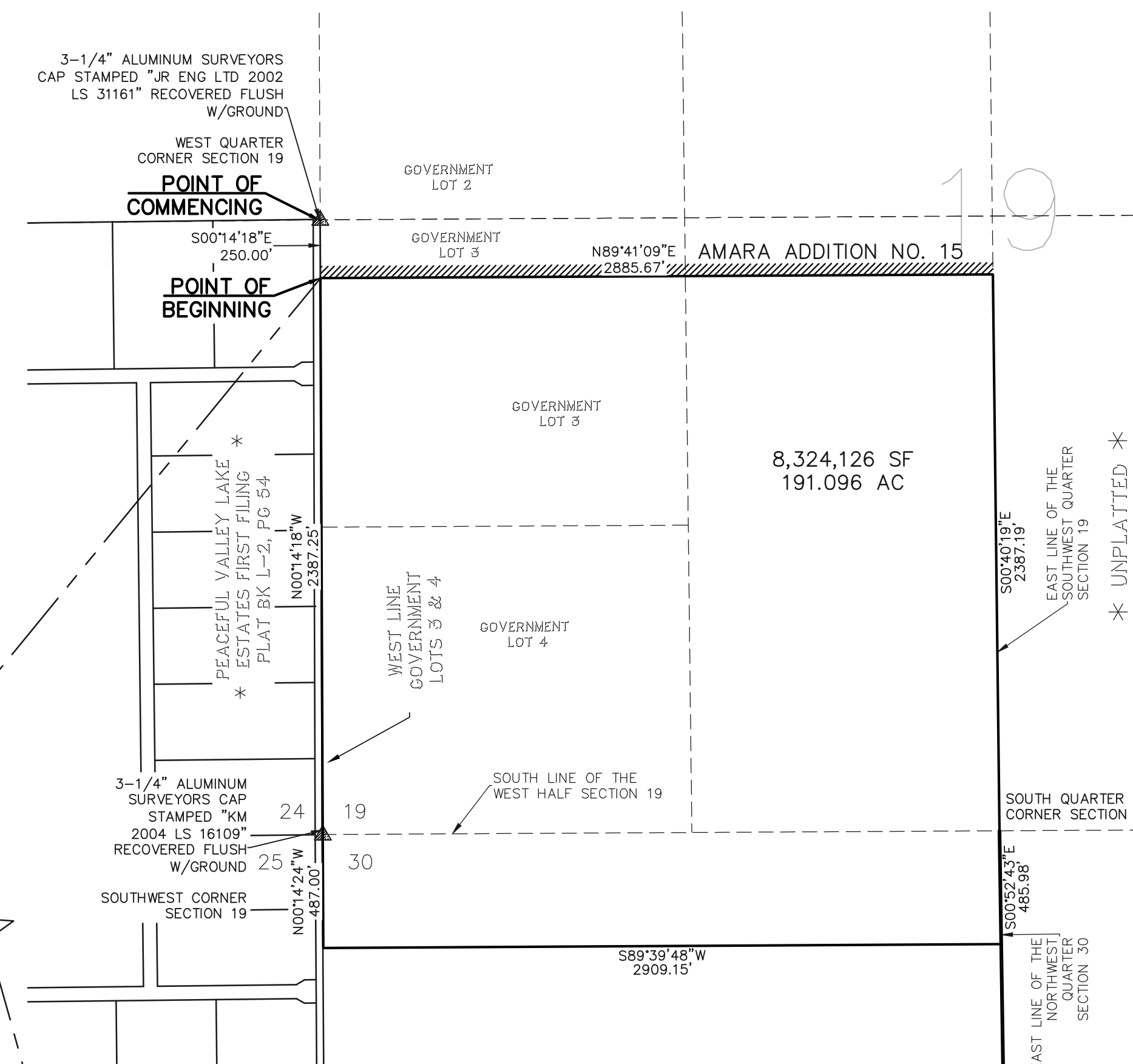
CITY CLERK _____ DATE _____

CLERK AND RECORDER:

STATE OF COLORADO)
) ss
 COUNTY OF EL PASO)
 I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK _____ M. THIS _____ DAY OF _____, 20____, A.D., AND IS DULY RECORDED AT RECEPTION NO. _____ OF THE RECORDS OF EL PASO COUNTY, COLORADO.
 STEVE SCHLEIKER, RECORDER

BY: _____
 DEPUTY

FEE: _____ ANNEXATION PLAT
 AMARA ADDITION NO. 16
 SURCHARGE: _____ JOB. NO. 2550.03
 JUNE 27, 2023
 SHEET 1 OF 1



- LEGEND**
- * MONUMENT
 - //// CITY LIMITS
 - ▲ RECOVERED MONUMENT, AS NOTED

PRELIMINARY
 THIS DOCUMENT HAS NOT BEEN
 PLAT CHECKED



ANNEXATION PLAT AMARA ADDITION NO. 17

A PORTION OF SECTION 30, TOWNSHIP 15 SOUTH,
RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN
EL PASO COUNTY, COLORADO

BE IT KNOWN BY THESE PRESENTS:

THAT BJ 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 30, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 26, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO BEING MONUMENTED AT BOTH ENDS BY A 2-1/2" ALUMINUM SURVEYORS CAP STAMPED "PLS 23044" FLUSH WITH GROUND IS ASSUMED TO BEAR N89°26'56"E, A DISTANCE OF 5294.72 FEET.

COMMENCING AT THE SOUTH 1/16TH CORNER OF SECTION 30, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO SAID POINT BEING THE POINT OF BEGINNING;

THENCE N00°14'24"W ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 831.70 FEET;
THENCE N89°39'48"E, A DISTANCE OF 2,909.15 FEET TO THE EAST LINE OF THE WEST HALF OF SAID SECTION 30;
THENCE S00°52'43"E, ON THE EAST LINE OF THE WEST HALF OF SAID SECTION 30, A DISTANCE OF 3,748.50 FEET;
THENCE N45°37'25"W, A DISTANCE OF 4,145.55 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 153.337 ACRES (6,679,352 SF).

OWNER:

BJ RANCHES LLC, A COLORADO LIMITED LIABILITY COMPANY
HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 20____, A.D.

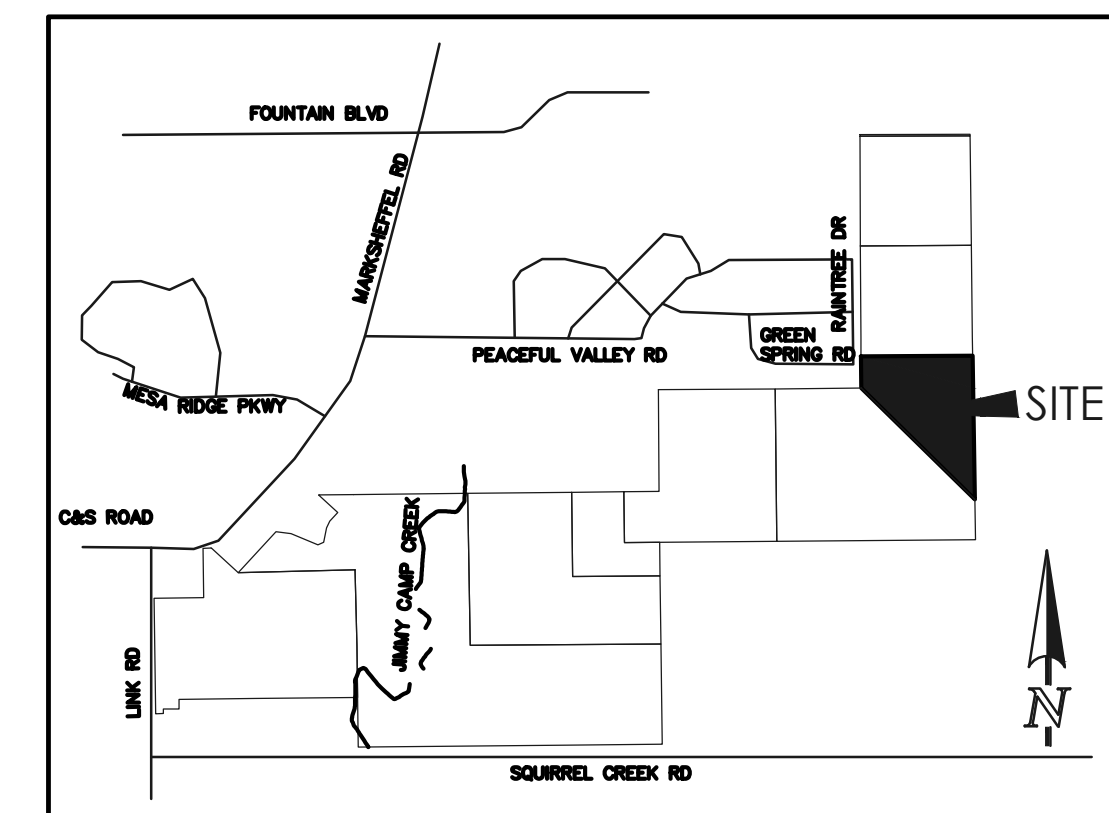
BY: _____
TITLE: _____

STATE OF COLORADO)
) ss
COUNTY OF _____)

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

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC



VICINITY MAP
NOT TO SCALE

DATE OF PREPARATION: JUNE 27, 2023

TOTAL PERIMETER OF THE AREA FOR ANNEXATION: 11,634.90 FEET

ONE-FOURTH (1/4TH) OF THE TOTAL PERIMETER: 2908.72 FEET (25.00%)

PERIMETER OF THE AREA CONTIGUOUS TO THE EXISTING CITY LIMITS: 2909.15 FEET (25.00%)

SURVEYOR'S STATEMENT:

I, ROBERT L. MEADOWS, JR., A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE MAP HEREON SHOWN IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-FOURTH (1/4) OF THE PERIMETER BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO.

ROBERT L. MEADOWS, JR., PROFESSIONAL LAND SURVEYOR DATE _____
COLORADO P.L.S. NO. 34977
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 ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED 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. 17".

CITY PLANNING DIRECTOR DATE _____

CITY ENGINEER DATE _____

THE ANNEXATION OF THE REAL 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 _____ DAY OF _____, 20____ A.D.

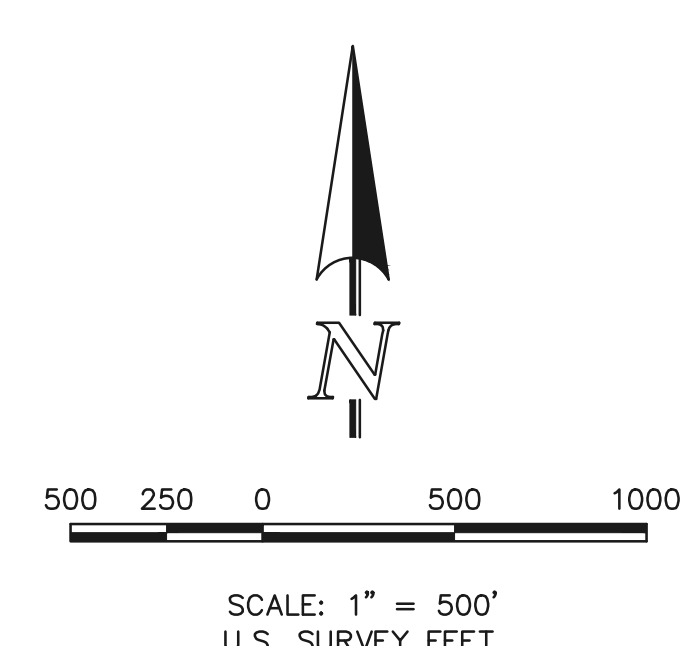
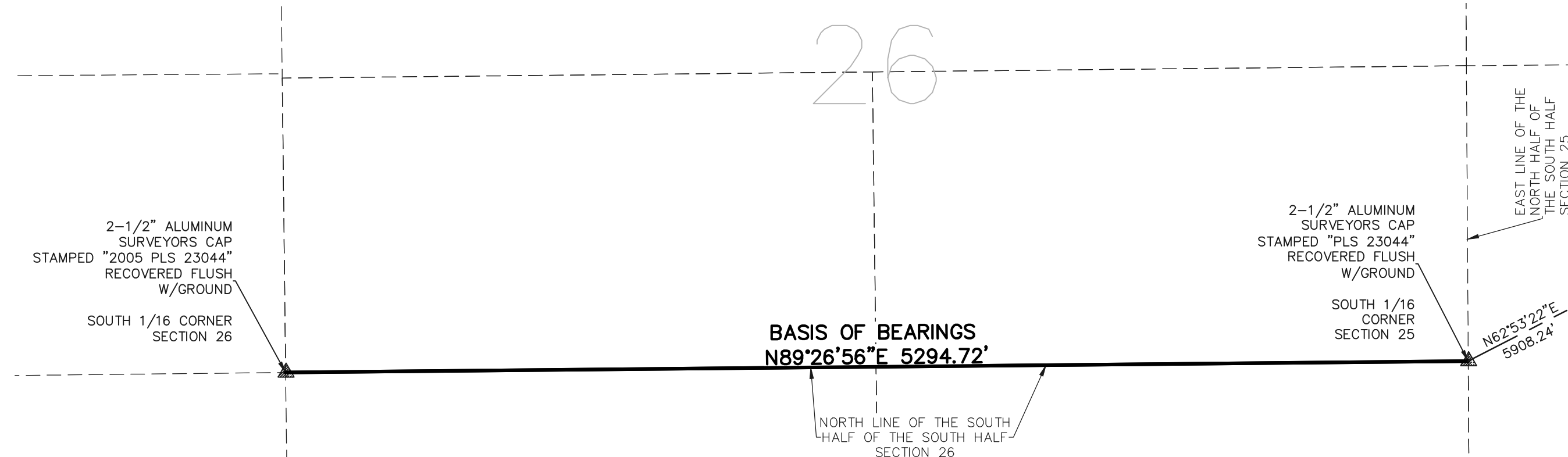
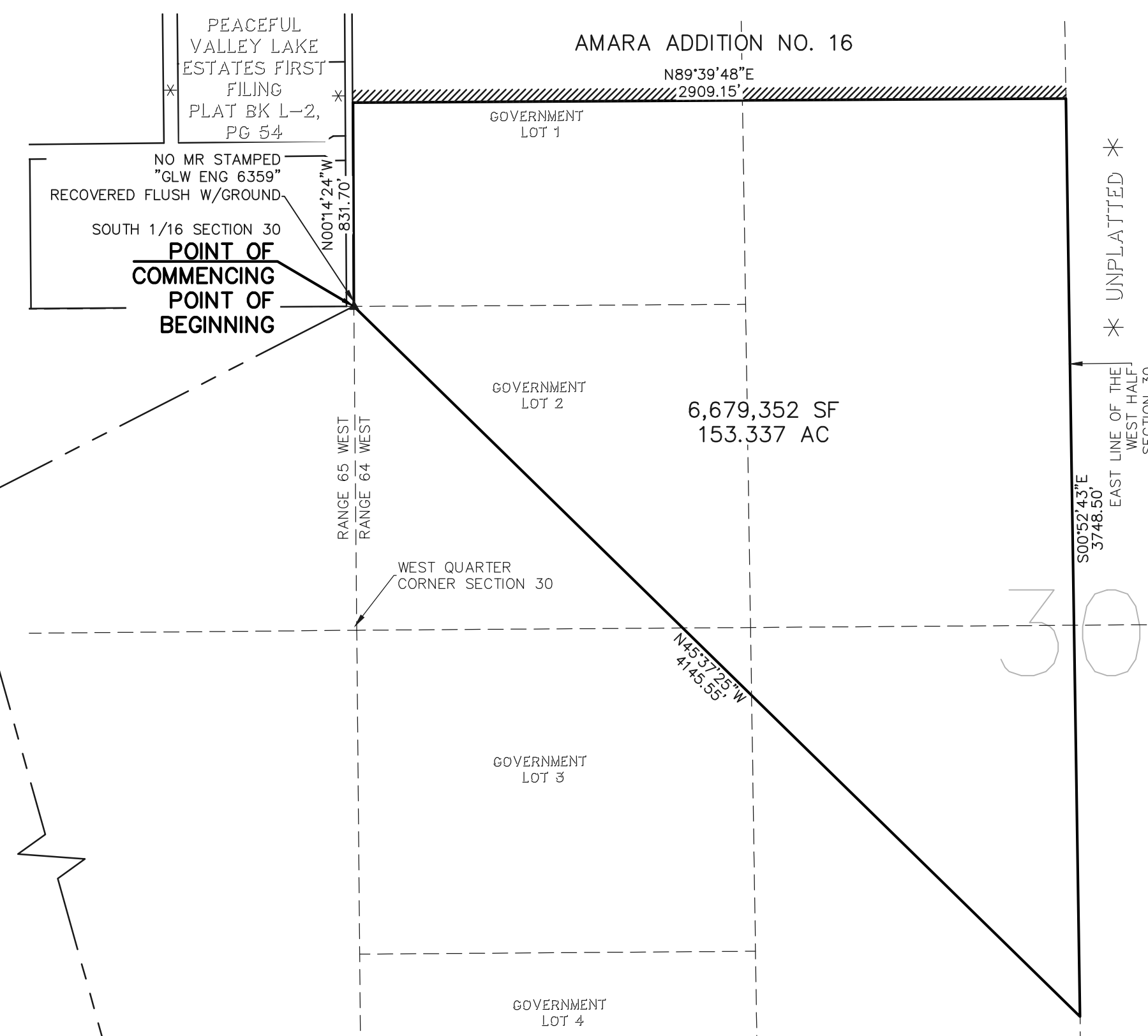
CITY CLERK DATE _____

CLERK AND RECORDER:

STATE OF COLORADO)
) ss
COUNTY OF EL PASO)
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK ____ M. THIS _____ DAY OF _____, 20____, A.D., AND IS DULY RECORDED AT RECEPTION NO. _____ OF THE RECORDS OF EL PASO COUNTY, COLORADO.
STEVE SCHLEIKER, RECORDER

BY: _____
DEPUTY

FEE: _____ ANNEXATION PLAT
 AMARA ADDITION NO. 17
SURCHARGE: _____ JOB. NO. 2550.03
 JUNE 27, 2023
 SHEET 1 OF 1



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

PRELIMINARY
THIS DOCUMENT HAS NOT BEEN
PLAT CHECKED



ANNEXATION PLAT AMARA ADDITION NO. 19

A PORTION OF SECTION 25 AND SECTION 26, TOWNSHIP 15 SOUTH
RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN EL PASO
COUNTY, COLORADO

BE IT KNOWN BY THESE PRESENTS:

THAT BJ RANCHES LLC, A COLORADO LIMITED LIABILITY COMPANY AND TEE CROSS RANCHES LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNERS OF THE FOLLOWING DESCRIBED TRACT OF LAND TO WIT:

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF SECTION 25 AND SECTION 26, TOWNSHIP 15 SOUTH RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 26, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO BEING MONUMENTED AT BOTH ENDS BY A 2-1/2" ALUMINUM SURVEYORS CAP STAMPED "PLS 23044" FLUSH WITH GROUND IS ASSUMED TO BEAR N89°26'56"E, A DISTANCE OF 5294.72 FEET.

COMMENCING AT THE SOUTH 1/16TH CORNER OF SECTION 25, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO SAID POINT BEING THE POINT OF BEGINNING;

THENCE N00°21'18"W, ON THE WEST LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 1322.78 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 25;

THENCE N00°21'27"W, ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 1322.77 FEET TO THE NORTH 1/16TH CORNER OF SAID SECTION 25;

THENCE N89°29'25"E, ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF SAID SECTION 25, A DISTANCE OF 3042.75;

THENCE S00°31'11"E, A DISTANCE OF 3,967.44 FEET TO THE SOUTH LINE OF THE SOUTH HALF OF SAID SECTION 25;

THENCE S89°28'39"W, ON THE SOUTH LINE OF THE SOUTH HALF OF SAID SECTION 25, A DISTANCE OF 410.66 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 25;

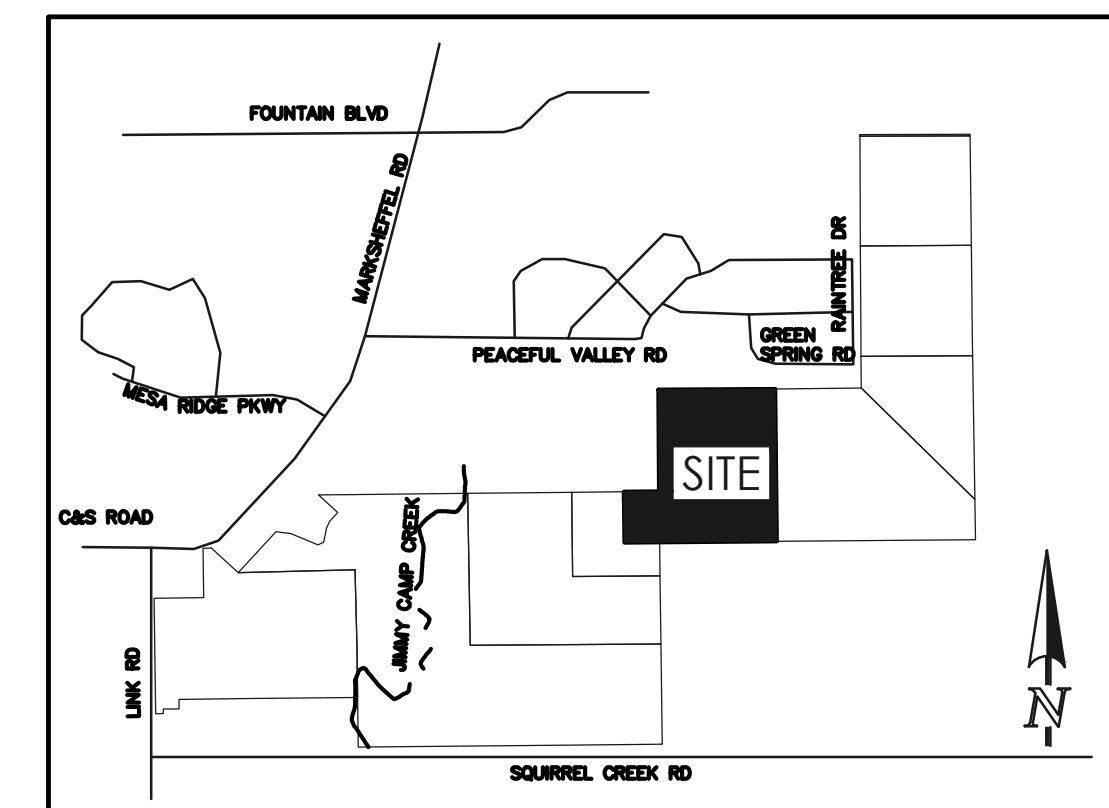
THENCE S89°28'28"W, ON THE SOUTH LINE OF THE SOUTH HALF OF SAID SECTION 25, A DISTANCE OF 2,643.40 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 25;

THENCE S89°29'10"W, ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 26, A DISTANCE OF 912.51 FEET;

THENCE N00°30'28"W, A DISTANCE OF 1,322.12 FEET;

THENCE N89°26'56"E, ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 26, A DISTANCE OF 916.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 305.431 ACRES (13,304,587 SF).



VICINITY MAP

NOT TO SCALE

DATE OF PREPARATION: JUNE 27, 2023

TOTAL PERIMETER OF THE AREA FOR ANNEXATION: 15860.43 FEET

ONE-FOURTH (1/4TH) OF THE TOTAL PERIMETER: 3965.11 FEET (25.00%)

PERIMETER OF THE AREA CONTIGUOUS TO THE EXISTING CITY LIMITS: 3967.44 FEET (25.01%)

SURVEYOR'S STATEMENT:

I, ROBERT L. MEADOWS, JR., A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE MAP HEREON SHOWN IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-FOURTH (1/4) OF THE PERIMETER BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO.

ROBERT L. MEADOWS, JR., PROFESSIONAL LAND SURVEYOR DATE _____
COLORADO P.L.S. NO. 34977
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 ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED 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. 19".

CITY PLANNING DIRECTOR _____ DATE _____

CITY ENGINEER _____ DATE _____

THE ANNEXATION OF THE REAL 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 _____ DAY OF _____, 20__ A.D.

CITY CLERK _____ DATE _____

CLERK AND RECORDER:

STATE OF COLORADO }
COUNTY OF EL PASO } ss
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK _____ M. THIS _____ DAY OF _____, 20__, A.D., AND IS DULY RECORDED AT RECEPTION NO. _____ OF THE RECORDS OF EL PASO COUNTY, COLORADO.
STEVE SCHLEIKER, RECORDER

BY: _____
DEPUTY

FEE: _____ ANNEXATION PLAT
SURCHARGE: _____ AMARA ADDITION NO. 19
JOB. NO. 2550.03
JUNE 27, 2023
SHEET 1 OF 1

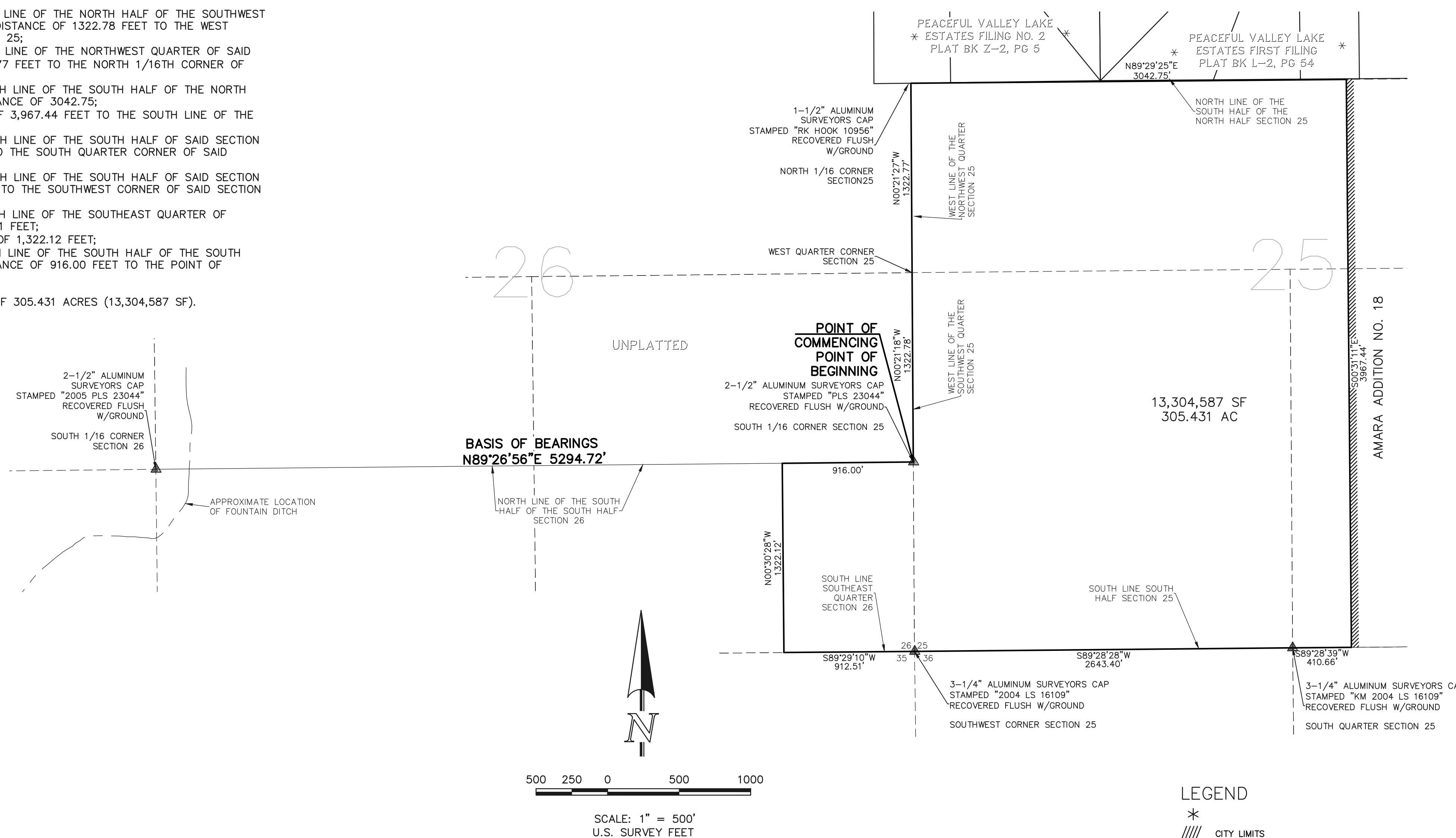
PRELIMINARY
THIS DOCUMENT HAS NOT BEEN
PLAT CHECKED



CITY FILE NO. ANEX-23-0048

619 N. Cascade Avenue, Suite 200
Colorado Springs, Colorado 80903

(719)785-0790



LEGEND

- * CITY LIMITS
- ////// RECOVERED MONUMENT, AS NOTED

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

BY: _____
TITLE: _____

STATE OF COLORADO)
COUNTY OF _____) ss

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

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

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)
COUNTY OF _____) ss

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.

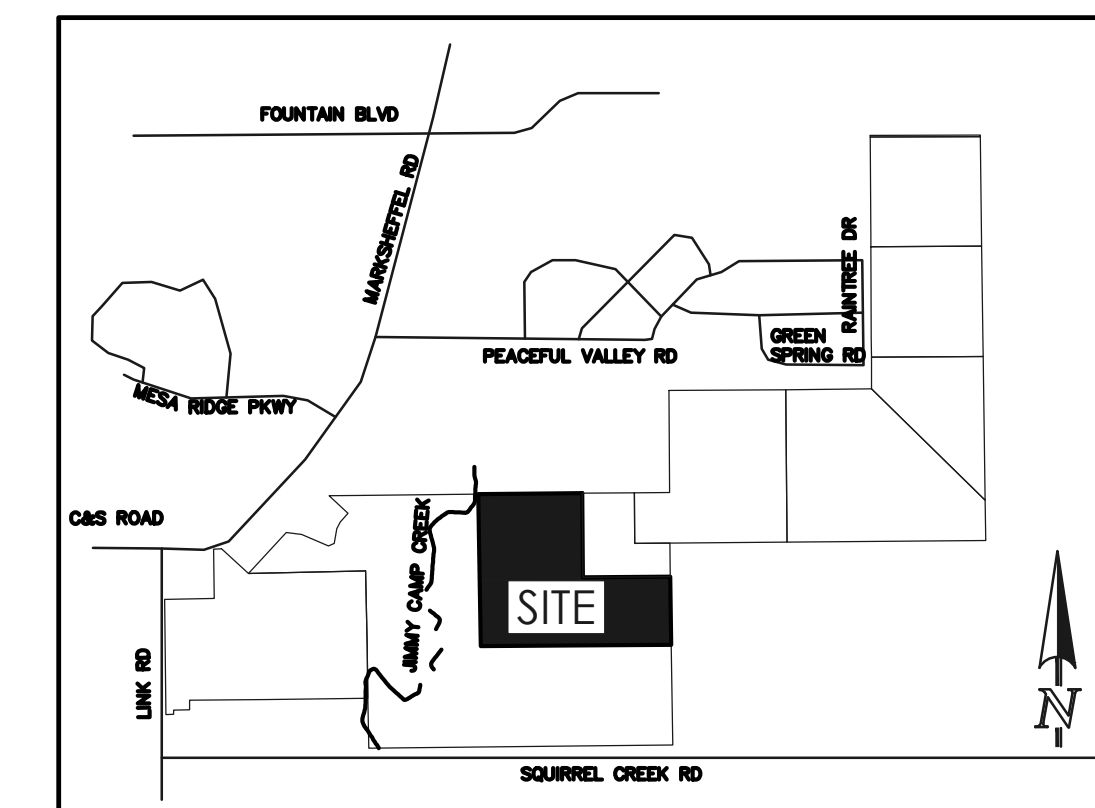
WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

ANNEXATION PLAT AMARA ADDITION NO. 21

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



VICINITY MAP
NOT TO SCALE

BE IT KNOWN BY THESE PRESENTS:

THAT BJ RANCHES LLC, A COLORADO LIMITED LIABILITY COMPANY AND TEE CROSS RANCHES LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNERS 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 SIXTH 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 MONUMENTED AT BOTH ENDS BY A 2-1/2" ALUMINUM SURVEYORS CAP STAMPED "PLS 23044" FLUSH WITH GROUND IS ASSUMED TO BEAR N89°26'56"E, A DISTANCE OF 5294.72 FEET.

COMMENCING AT THE SOUTH 1/16TH CORNER OF SECTION 25, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO;

THENCE S89°26'56"W, ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 26, A DISTANCE OF 2278.00 FEET TO THE POINT OF BEGINNING.

THENCE S00°38'37"E, A DISTANCE OF 2,191.36 FEET;
THENCE N89°33'09"E, A DISTANCE OF 2,274.10 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 35;
THENCE S00°49'21"E, ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,772.76 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 35;

THENCE ON THE CENTER EAST-WEST LINE OF SAID SECTION 35 THE FOLLOWING TWO (2) COURSES:

1. S89°35'23"W, A DISTANCE OF 2,644.75 FEET;
2. S89°35'26"W, A DISTANCE OF 2,318.64 FEET;

THENCE N00°56'14"W, A DISTANCE OF 3,956.07 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 26;
THENCE N89°26'56"E, ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 26, A DISTANCE OF 2,704.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 337.474 ACRES (14,700,353 SF).

OWNER:

BJ RANCHES LLC, A COLORADO LIMITED LIABILITY COMPANY
HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 20____, A.D.

BY: _____

TITLE: _____

STATE OF COLORADO)
COUNTY OF _____) ss

NOTARY:

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

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

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)
COUNTY OF _____) ss

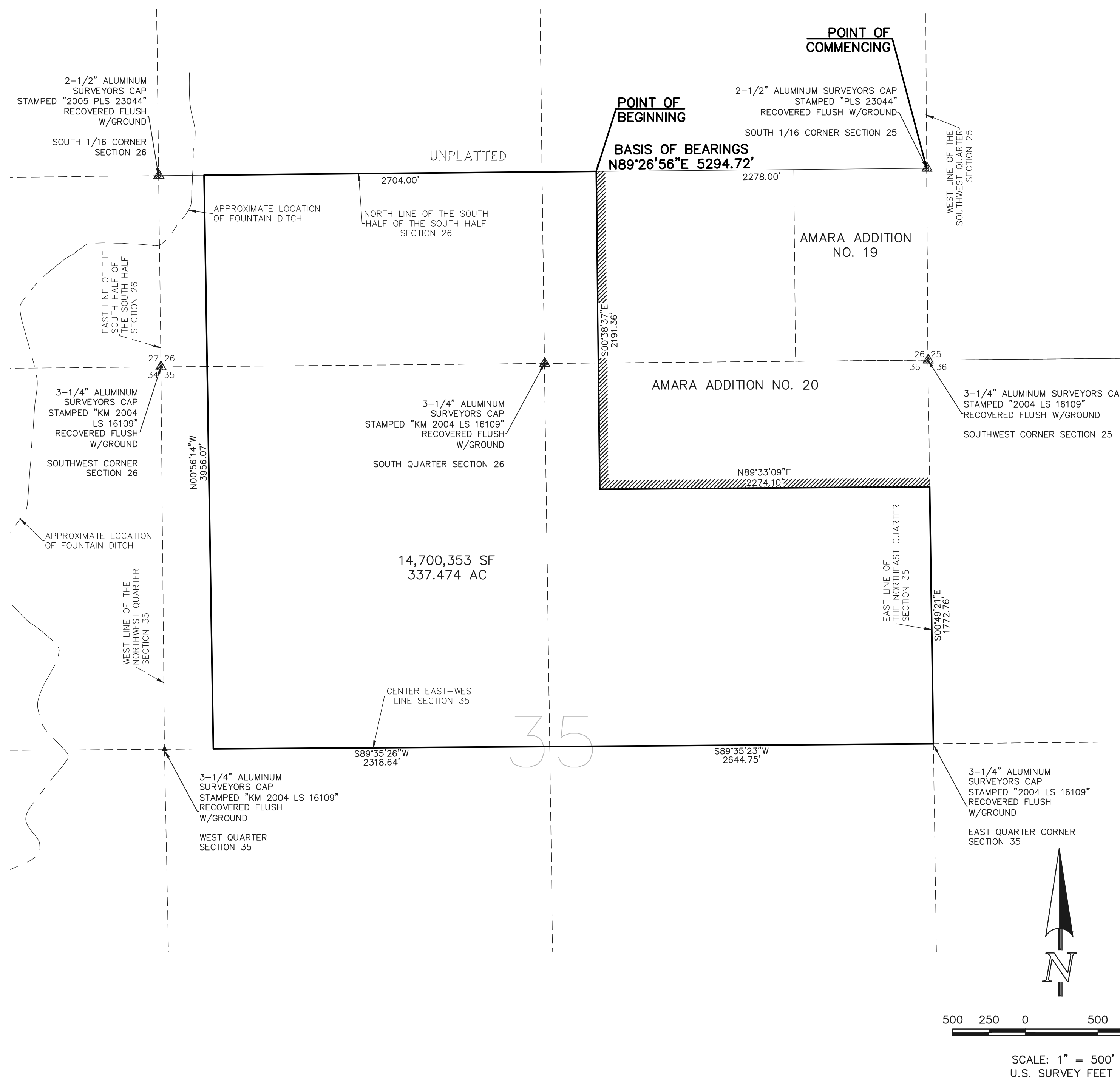
NOTARY:

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



DATE OF PREPARATION: JUNE 27, 2023

TOTAL PERIMETER OF THE AREA FOR ANNEXATION: 17861.68 FEET

ONE-FOURTH (1/4TH) OF THE TOTAL PERIMETER: 4465.42 FEET (25.00%)

PERIMETER OF THE AREA CONTIGUOUS TO THE EXISTING CITY LIMITS: 4465.46 FEET (25.00%)

SURVEYOR'S STATEMENT:

I, ROBERT L. MEADOWS, JR., A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE MAP HEREON SHOWN IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-FOURTH (1/4) OF THE PERIMETER BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO.

ROBERT L. MEADOWS, JR., PROFESSIONAL LAND SURVEYOR _____ DATE _____
COLORADO P.L.S. NO. 34977
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 ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED 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. 21".

CITY PLANNING DIRECTOR _____ DATE _____

CITY ENGINEER _____ DATE _____

THE ANNEXATION OF THE REAL 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 ____ DAY OF _____, 20____ A.D.

CITY CLERK _____ DATE _____

CLERK AND RECORDER:

STATE OF COLORADO)
COUNTY OF EL PASO) ss
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT ____ O'CLOCK ____ M. THIS ____ DAY OF _____, 20____, A.D., AND IS DULY RECORDED AT RECEPTION NO. _____ OF THE RECORDS OF EL PASO COUNTY, COLORADO.

STEVE SCHLEIKER, RECORDER

BY: _____

DEPUTY

FEE: _____ ANNEXATION PLAT
AMARA ADDITION NO. 21
JOB. NO. 2550.03
SURCHARGE: _____ JUNE 27, 2023
SHEET 1 OF 1

LEGEND

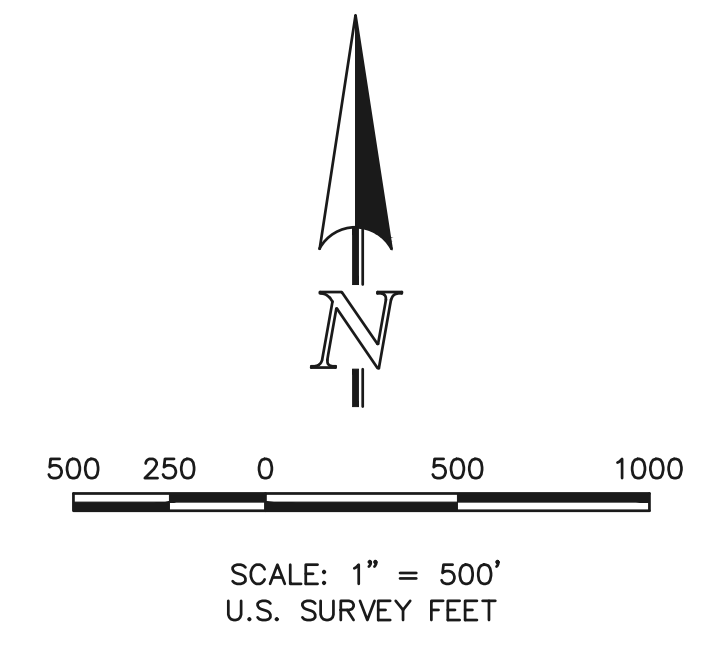
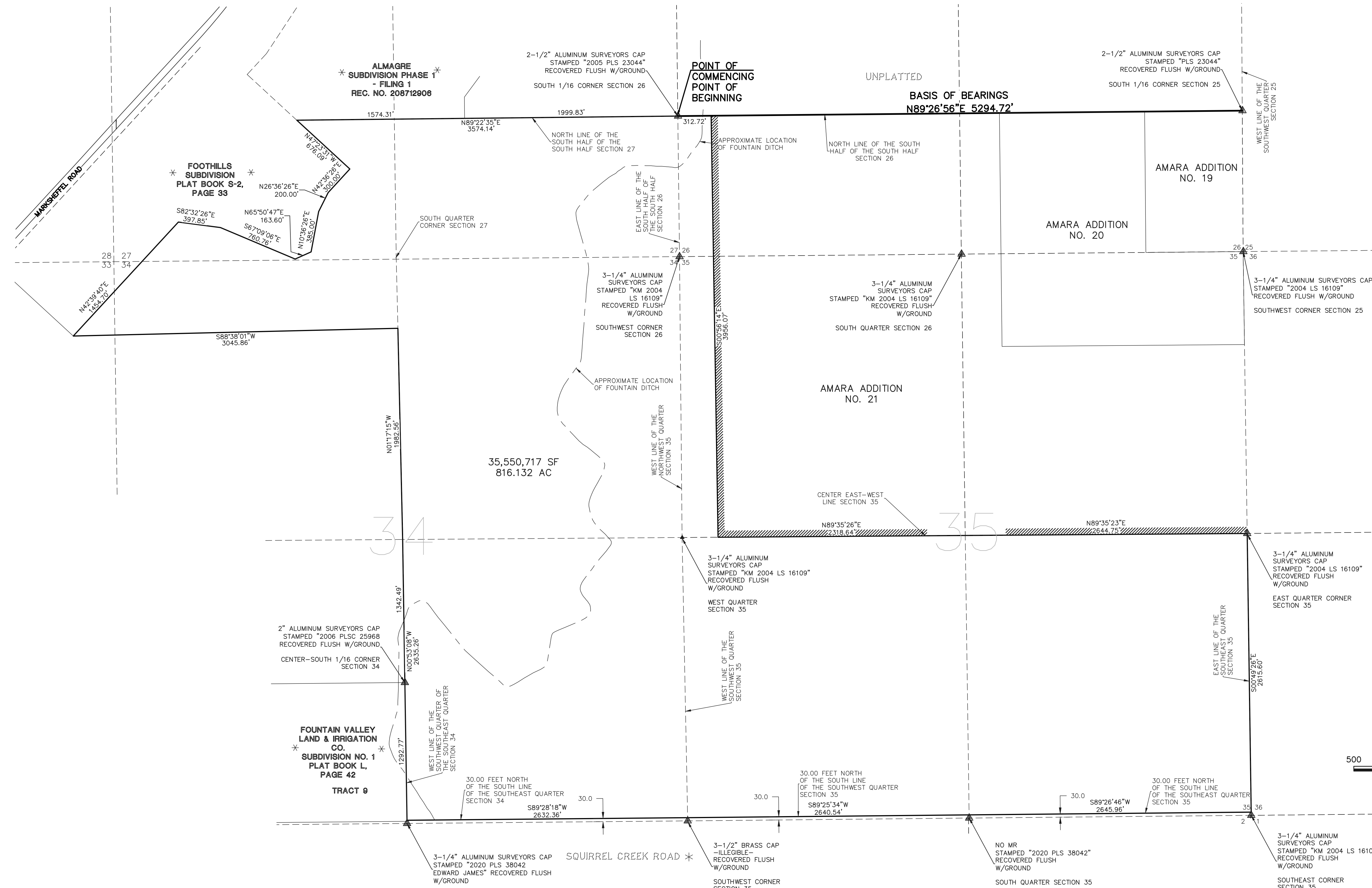
- * CITY LIMITS
- ▲ RECOVERED MONUMENT, AS NOTED

PRELIMINARY
THIS DOCUMENT HAS NOT BEEN
PLAT CHECKED



ANNEXATION PLAT AMARA ADDITION NO. 22

A PORTION OF SECTION 26, SECTION 27, SECTION 33, SECTION 34
AND SECTION 35, TOWNSHIP 15 SOUTH RANGE 65 WEST OF THE
SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO



- LEGEND**
- * CITY LIMITS
 - ▲ RECOVERED MONUMENT, AS NOTED

PRELIMINARY
 THIS DOCUMENT HAS NOT BEEN
 PLAT CHECKED



ANNEXATION PLAT
AMARA ADDITION NO. 22
JOB. NO. 2550.03
JUNE 27, 2023
SHEET 2 OF 2

N:\255003\DRAWINGS\BUREAU\AMARA ANNEX PLATS 1-4\CONT\255003\ANNEX22 1-4\CONT SH2.dwg, 10/6/2023 8:46:41 AM, 1:1, KS

DATE:	12/10/2021
BY:	DTJ
PROJECT:	AMARA
LOCATION:	12/10/2021
SCALE:	1:1
DATE:	5/16/2022
BY:	DTJ
PROJECT:	AMARA
LOCATION:	5/16/2022
SCALE:	1:1

AMARA MASTERPLAN

CITY OF COLORADO SPRINGS, CO

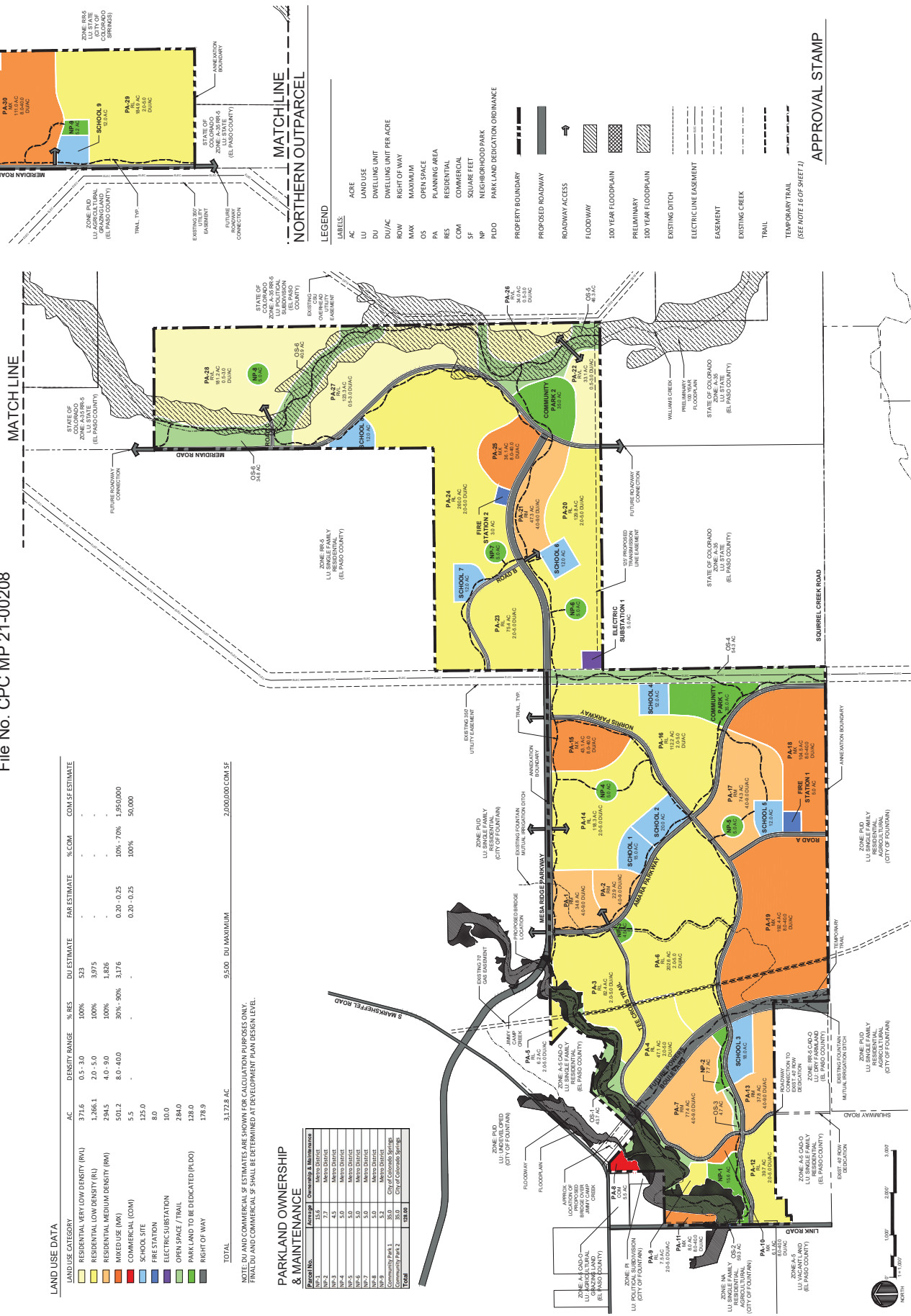
File No. CPC MP 21-00208

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)	294.5	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	-	-	-	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

TRAIL NO.	OWNER	MAINTENANCE
TR-1	STATE OF COLORADO	CITY OF COLORADO SPRINGS
TR-2	METRO DISTRICT	METRO DISTRICT
TR-3	METRO DISTRICT	METRO DISTRICT
TR-4	METRO DISTRICT	METRO DISTRICT
TR-5	METRO DISTRICT	METRO DISTRICT
TR-6	METRO DISTRICT	METRO DISTRICT
TR-7	METRO DISTRICT	METRO DISTRICT
TR-8	METRO DISTRICT	METRO DISTRICT
TR-9	METRO DISTRICT	METRO DISTRICT
TR-10	METRO DISTRICT	METRO DISTRICT
TR-11	METRO DISTRICT	METRO DISTRICT
TR-12	METRO DISTRICT	METRO DISTRICT
TR-13	METRO DISTRICT	METRO DISTRICT
TR-14	METRO DISTRICT	METRO DISTRICT
TR-15	METRO DISTRICT	METRO DISTRICT
TR-16	METRO DISTRICT	METRO DISTRICT
TR-17	METRO DISTRICT	METRO DISTRICT
TR-18	METRO DISTRICT	METRO DISTRICT
TR-19	METRO DISTRICT	METRO DISTRICT
TR-20	METRO DISTRICT	METRO DISTRICT
TR-21	METRO DISTRICT	METRO DISTRICT
TR-22	METRO DISTRICT	METRO DISTRICT
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TR-97	METRO DISTRICT	METRO DISTRICT
TR-98	METRO DISTRICT	METRO DISTRICT
TR-99	METRO DISTRICT	METRO DISTRICT
TR-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

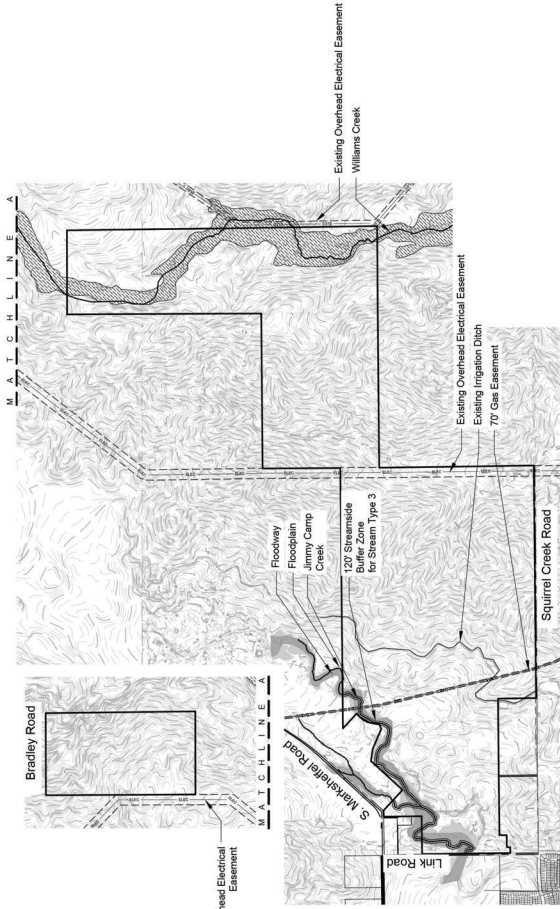
APPROVAL STAMP

APPROVAL STAMP (SEE NOTE 16 OF SHEET 1)

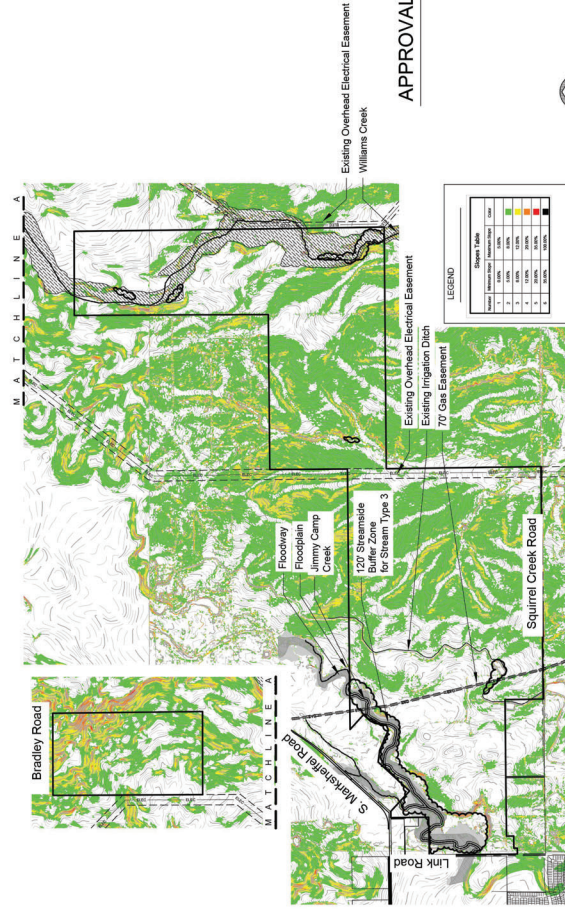
DRAWN BY:	MAR NICE
CHECKED:	2019/06/11
PROJECT NO.:	12-10-2021
DATE:	5-16-2022
REVISION:	6-22-2022

LAND
 SUSTAINABILITY
 ANALYSIS

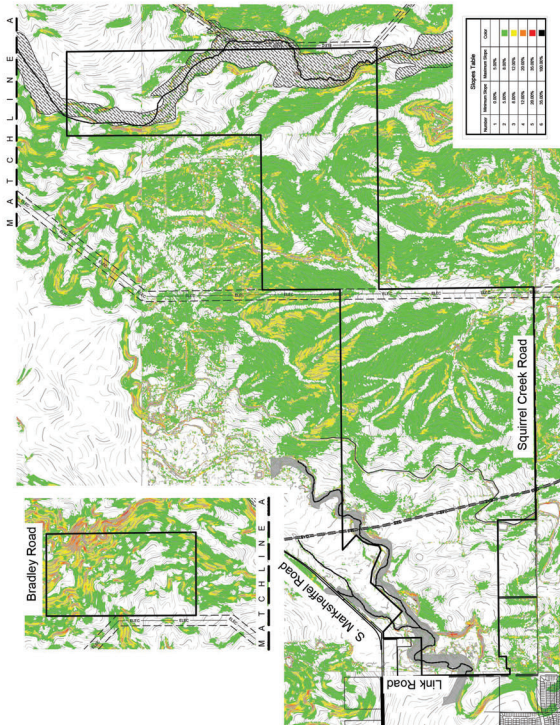
AMARA MASTERPLAN
 CITY OF COLORADO SPRINGS, CO
 File No. CPC MP 21-00208



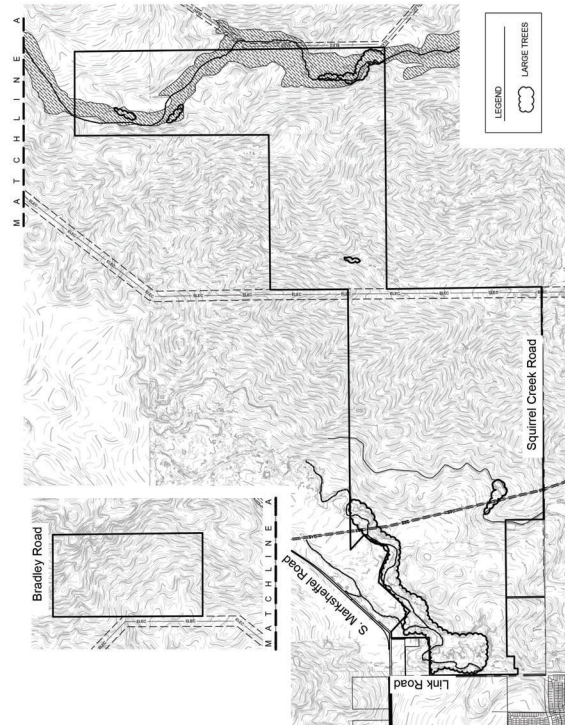
NATURAL FEATURES AND EXISTING CONDITIONS



COMPOSITE ANALYSIS



SLOPE ANALYSIS



VEGETATION ANALYSIS

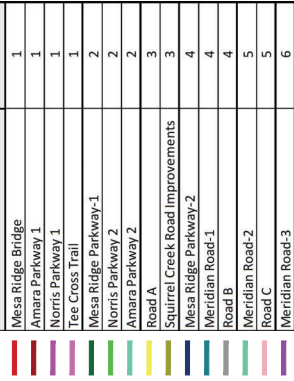
Drawing 1:1/20166.10-South Branch for City of Colorado Springs, CO
 Copyright © All Rights Reserved DTJ Design, Inc. 2019
 Last Saved: February 13, 2022 5:49:41 PM by Mnguyen
 Last Printed: 2/22/2022 9:43 AM



APPROVAL STAMP

AMARA MASTERPLAN

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



Roadway Phasing Table	
ROAD NAME	PHASE
Mesa Ridge Bridge	1
Amara Parkway 1	1
Norris Parkway 1	1
Tee Cross Trail	1
Mesa Ridge Parkway-1	2
Norris Parkway 2	2
Amara Parkway 2	2
Road A	3
Squirrel Creek Road Improvements	3
Mesa Ridge Parkway-2	4
Meridian Road-1	4
Road B	4
Meridian Road-2	5
Road C	5
Meridian Road-3	6

Park Land Dedication Phasing Table	
PARCEL NO.	PHASE
NP-1	1
NP-2	1
NP-3	1
Community Park 1	2
NP-4	2
NP-5	3
Community Park 2	4
NP-6	4
NP-7	4
NP-8	5
NP-9	6

School Site Dedication Phasing Table	
PARCEL NO.	PHASE
School 1	1
School 2	1
School 3	1
School 4	2
School 5	3
School 6	4
School 7	4
School 8	5
School 9	6

Fire Station Site Dedication Phasing Table	
PARCEL NO.	PHASE
TEMPORARY FIRE STATION	1
FIRE STATION 1	3
FIRE STATION 2	4

Open Space Phasing Table	
PARCEL NO.	PHASE
OS-1	1
OS-2	1
OS-3	2
OS-4	4
OS-5	5
OS-6	5

PHASING NOTES

- THE IDENTIFIED PHASES ON THE PHASING PLAN ARE BASED ON THE ASSUMPTIONS FOR THE PROJECTED GROWTH PATTERNS FOR THE AMARA MASTER PLAN AND ARE SUBJECT TO CONDITIONS THAT ARE UNIDENTIFIABLE AT THIS TIME.
- ALL TRAILS ASSOCIATED WITH EACH PHASE WILL BE BUILT ACCORDINGLY BASED ON FINAL TRAILS DESIGNS AND DEVELOPMENT PLAN.

LEGEND

NP	NEIGHBORHOOD PARK
---	TRAIL
---	TEMPORARY TRAIL
*	TEMPORARY FIRE STATION SITE

APPROVAL STAMP

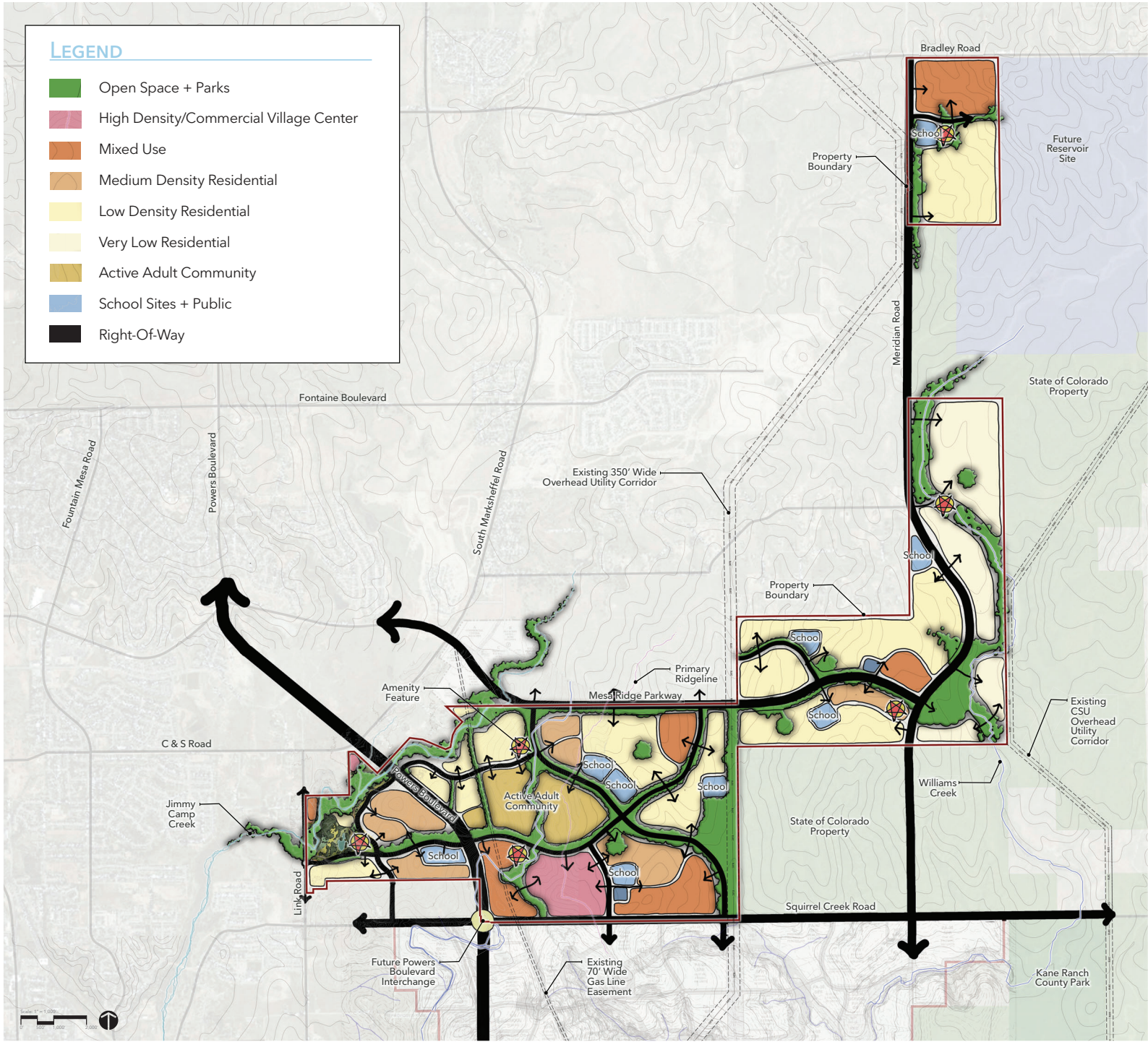


PHASING PLAN

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



7.6.203: Conditions for Annexation



C. Project available water surplus at time of request

- Springs Utilities can meet 95,000 acre-feet/year of demands
- Current average demand is 73,000 acre-feet/year
- Amara projected demand at build out is 3,507 acre-feet/year
- At buildout of current City limits, Springs Utilities projects a demand of 131,000 acre-feet/year
- At buildout with Amara, Springs Utilities projects a demand of 134,507 acre-feet/year

7.6.203: Conditions for Annexation



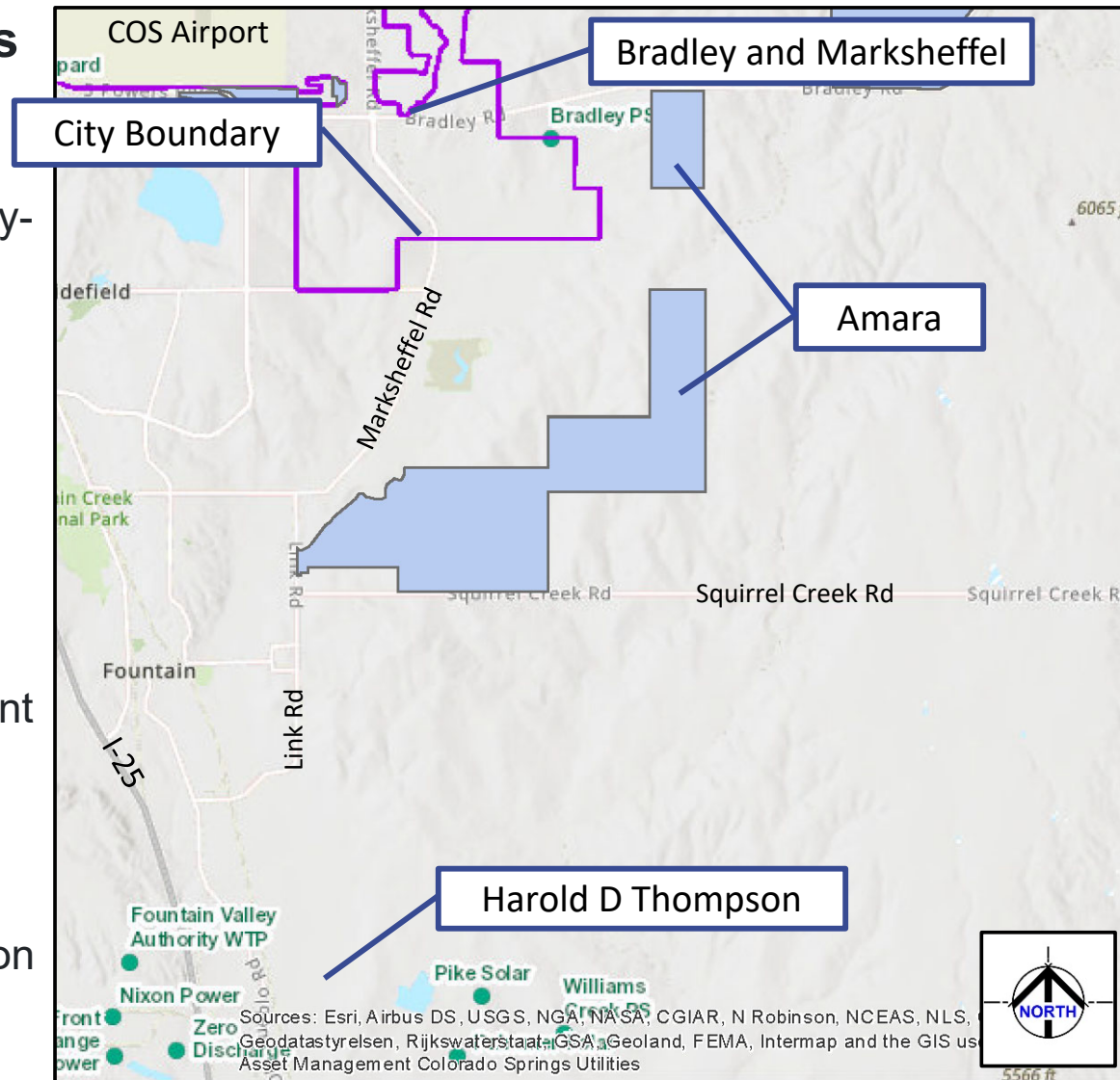
D. Water and Wastewater Facilities

Water

- Served by Bailey Water Treatment Facility- Projected to serve full development with future planned 50 MGD expansion
- Developer to extend water system from Bradley Rd and Marksheffel Rd approximately 5.5 miles south
- 16-inch and 8-inch pipe needed to serve and provide redundancy

Wastewater

- Wholesale Wastewater Service Agreement between Colorado Springs Utilities and Fountain Sanitation District
- Wastewater collection thru existing 30" Interceptor south of Amara
- Wastewater treated at Harold D Thompson Water Reclamation Facility



7.6.203: Conditions for Annexation



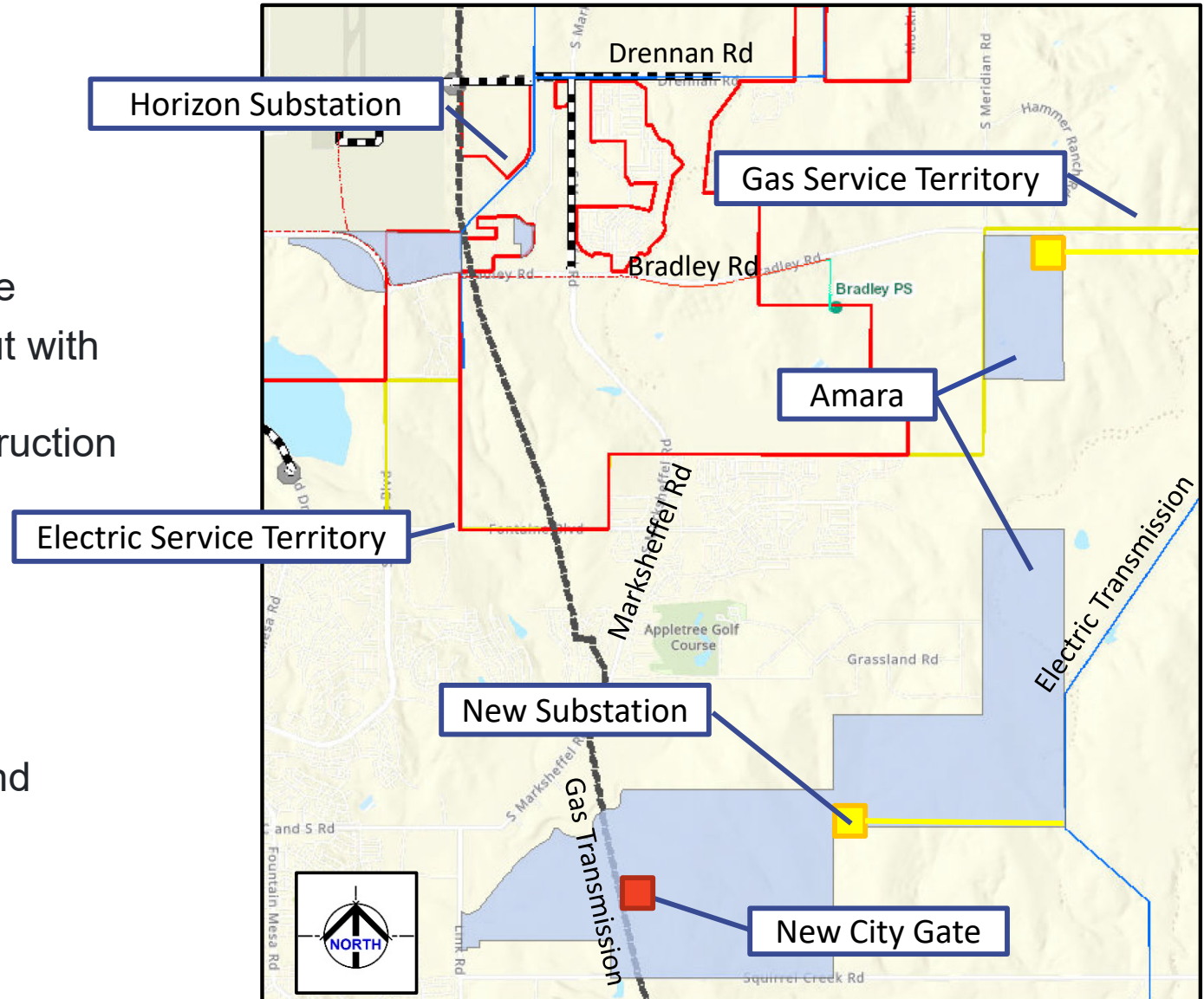
E. Utilities Extensions

Gas

- New Gas City Gate on site
- Capacity to serve build out with planned propane air plant expansion and new construction

Electric

- Radial feed from Horizon Substation
 - 6.7 miles 600 AMP
- New transmission lines and substations



7.6.203: Conditions for Annexation



F. Groundwater

- No decreed groundwater rights appurtenant to property
- Two permitted groundwater wells from an unspecified source for an unspecified use(s)
- Potential use of permitted wells is subject to terms and conditions included in annexation agreement

7.6.203: Conditions for Annexation



G. Rights of Way and Easements

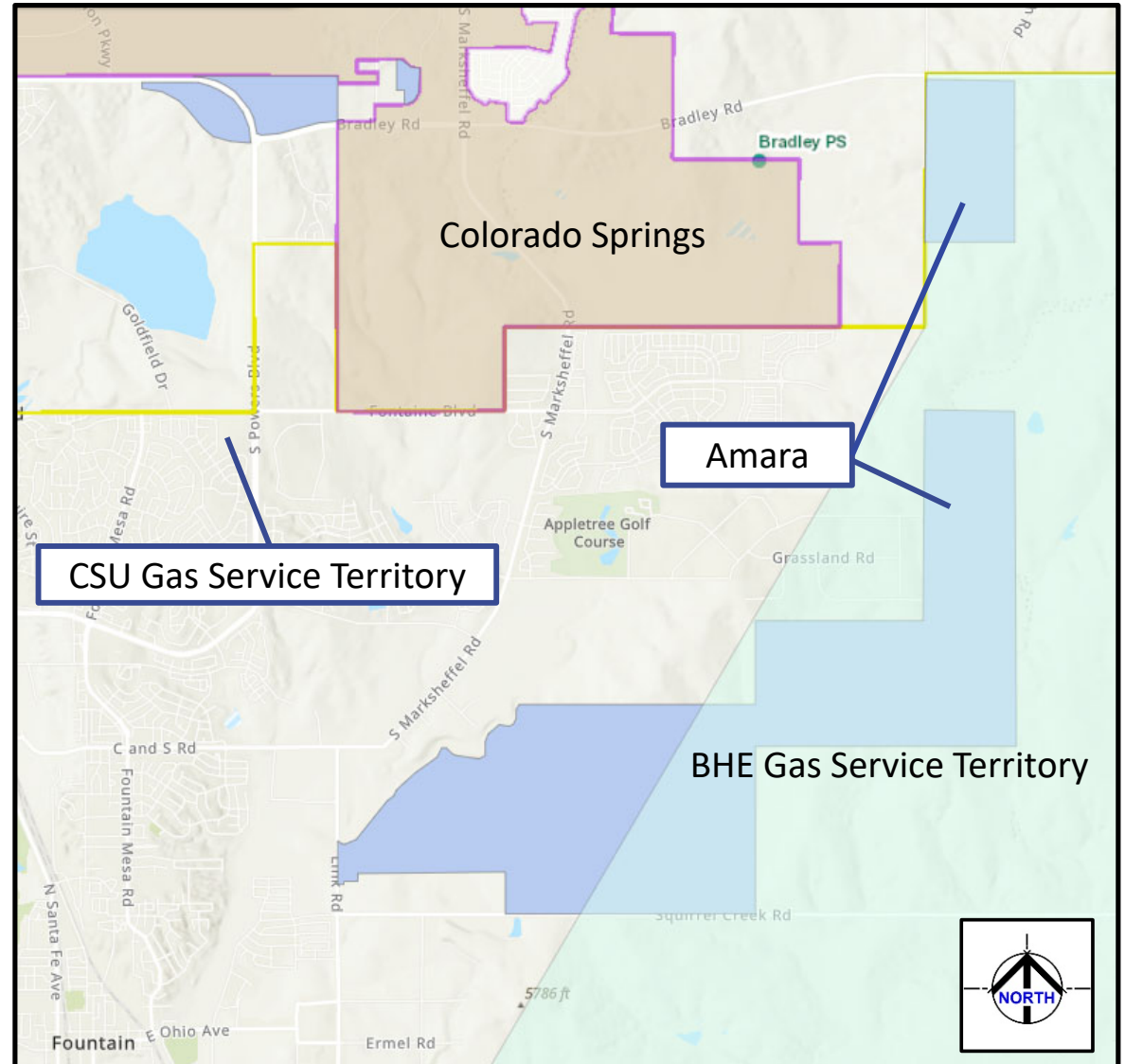
- Captured in annexation agreement
- Owner shall obtain and/or dedicate all property and easements required for utility-system facilities to serve the property and ensure integrated utility systems

7.6.203: Conditions for Annexation



H. Service Area Overlap

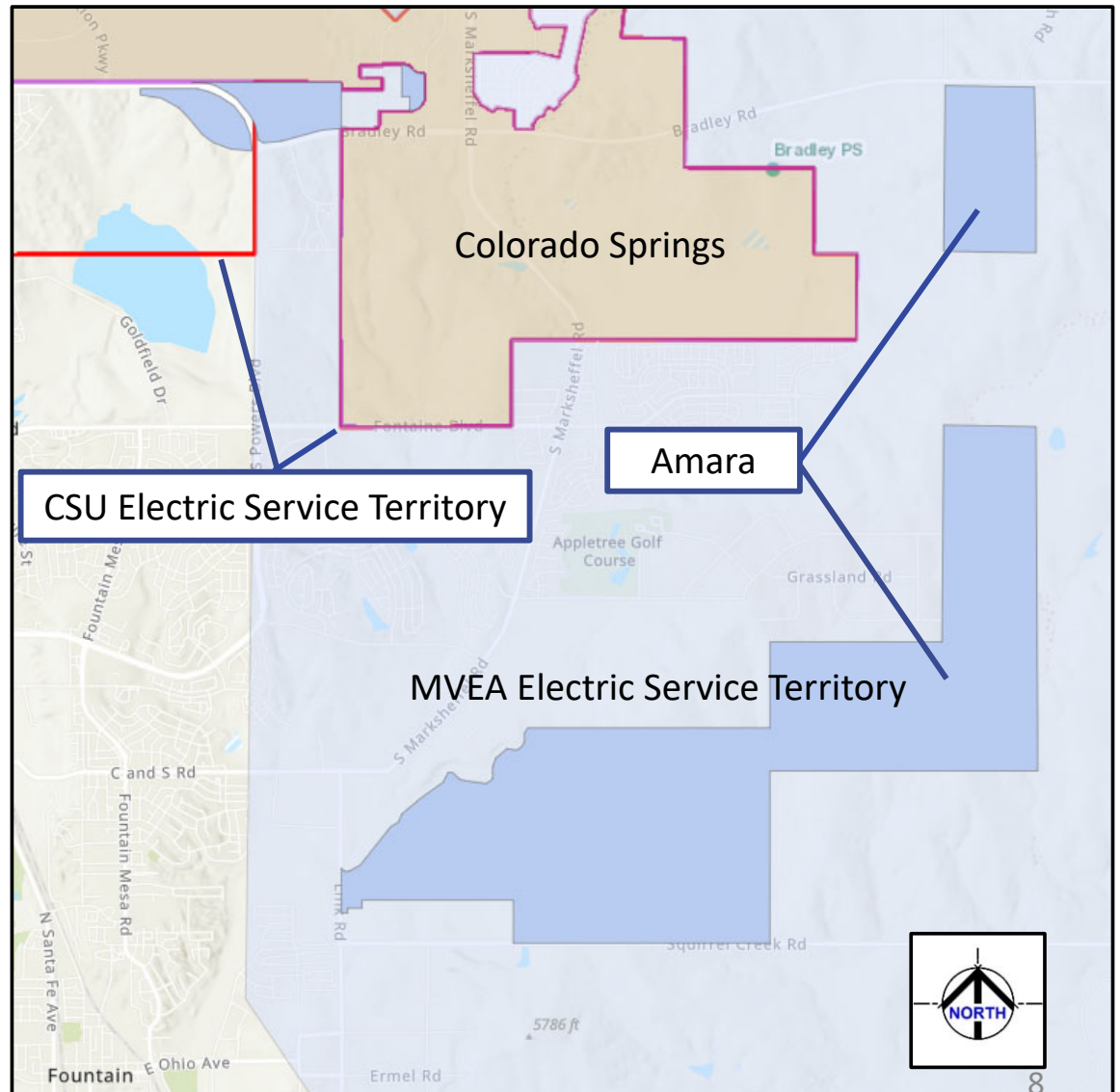
- Property overlaps multiple utility providers' service areas
 - Black Hills Energy (BHE)
 - Mountain View Electric Association (MVEA)



7.6.203: Conditions for Annexation



H. Service Area Overlap



7.6.203: Conditions for Annexation



- Colorado Revised Statutes (CRS) specifies just compensation for electric service area invasion
 - Depreciated value of electric facilities
 - System re-integration costs
 - 25% of existing revenue lost (10-year period)
 - 5% of future revenue loss (10-year period)
- No CRS provisions for natural gas
 - Subject to annexation, Springs Utilities will negotiate with BHE to compensate BHE for invasion costs
- Owner responsible for all costs



Ellicott School District 22

Home of the Thunderhawks

Chris Smith- Superintendent

June 10, 2022

RE: Amara/La Plata housing development and the Ellicott School District.

To whom it may concern,

In February of 2022, the Ellicott 22 School District began meeting with the team from Amara/La Plata housing development, that will be established in the southwest corner of our school district. There have been follow up email correspondence and invitations to continue this process as Amara continues to complete their project.

On behalf of the Ellicott School Board and Ellicott Community we look forward to working with this team as they build homes that will impact our school district. We have been impressed with their insight and professionalism.

Sincerely-

A handwritten signature in blue ink, appearing to read 'C. Smith', is written over a light blue grid background.

Chris Smith, ESD22 Superintendent



June 27, 2022

Katie Carleo

LUR Planning Manager
City of Colorado Springs
30 S Nevada Ave, Suite 701
Colorado Springs, CO 80903

Ms. Carleo,

RE: Amara (Annexation, Mater Plan and Zoning) – Third Review
File: CPC A 21-00197 – CPC A 21-00207, CPC MP 21-00208, CPC ZC 21-00209

El Paso County School District No. 8 (AKA Fountain-Fort Carson School District) has agreed on the general location and acreage of six school sites in Amara. The developer has agreed to ongoing discussion regarding the location of an additional school site, if warranted. The developer is revising the site plan to reflect changes discussed on April 22, 2022. In addition, we are awaiting revised timelines to better reflect construction schedules and student estimates for two scenarios – a fast-track, more aggressive forecast and a moderate forecast.

Although there has been discussion with the City of Colorado Springs Police Department, the District is concerned that it may take first responders significantly longer to respond in Amara than in other parts of the school district served by the City of Fountain Police Department and the Fort Carson Military Police.

Lastly, as previously mentioned to you, the District is concerned that the City of Colorado Springs' 2-tiered school fee in lieu of land is outdated and does not reflect the current value of land or true cost of construction for developments with more than 8 dwelling units per acre.

Other than the concerns noted above, Fountain-Fort Carson District 8 has no objections to the Amara resubmittal of the master plan, annexation and zoning at this time.

Again, we thank you for the opportunity to provide feedback on the master plan and we look forward to working with you in the future to better serve our community.

Should you have any questions, please do not hesitate to contact us directly.
Respectfully,

Dr. Montina Romero
Deputy Superintendent
mromero@ffc8.org
719-382-1552

Joanne Vergunst
Assistant Superintendent Business
jvergunst@ffc8.org
719-382-1306



PRIDE. TRADITION. INNOVATION.

May 26, 2022

Attn: Katie Carleo
Colorado Springs Planning and Development
30 S. Nevada Ave., Suite 701
Colorado Springs, CO, 80903

Dear Katie,

Per correspondence dated May 19, 2022, for file numbers CPC A 21-00197, CPC A 21-00207, CPC MP 21-00208, CPCZC 21-00209 "Resubmittal Amara Annexation/Master Plan and Zoning", tax schedule numbers 4500000082, 4500000125, 5500000031, 5500000419, approximately located north of Squirrel Creek Road and east of Marksheffel Road, requested by LaPlata LLC,. Widefield School District #3 has agreed on the general location of a 12 acre elementary school site in the Amara development. We have not reached the point to discuss an exact location or access roads for the school.

Widefield School District #3 has no objections for the resubmittal for the Amara development at this time.

If you need to contact me, I can be reached at 719-391-3531 or by email at gishd@wsd3.org.

Sincerely,

A handwritten signature in purple ink that reads "David Gish".

David Gish
Chief Operations Officer
Widefield School District #3

Support Services

645 Widefield Drive
Colorado Springs, CO 80911
PH: 719-391-3530 FAX: 719-391-3534

**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 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").

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**

***See separate document for Section V.(A-C)

D. Drainage.

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. 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 facilities will be owned and maintained by the Owner.

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 Owner. Owner shall comply with the Drainage Criteria Manual for all applicable improvements/structures. 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 approval by Drainage Board. 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. Owner acknowledges that full spectrum detention facilities and underground conveyance infrastructure will not be reimbursable under the drainage basin fee program.

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**

[WAITING FOR CSU TO PROVIDE REVISED LANGUAGE]

**VII.
WATER RIGHTS**

[WAITING FOR CSU TO PROVIDE REVISED LANGUAGE]

**VIII.
FIRE PROTECTION**

The Owner understands and acknowledges that the Property may be excluded from the boundaries of the [_____ Fire District] (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 entity owning 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 Owner understands and acknowledges that the Owner, 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. 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 agrees to satisfy the obligation to pay a fee of \$1,985.00 per gross acre of the entire annexed Property (the “Fire Protection Fee”) as the Owner’s share of the capital cost for a new fire station and the initial apparatus purchase required to service the Property subject to this annexation as well as certain other adjacent areas of future annexation. The Fire Protection Fee will be payable prior to issuance of building permit, as currently determined by City Planning.

**X.
POLICE SERVICE FEE**

The Owner agrees to pay a fee of \$677.00 per gross acre of the entire annexed Property (the “Police Service Fee”) as the Owner’s share of the capital cost for a new police station and the initial equipment purchase required to service the Property subject to this annexation as well as certain other adjacent areas of future annexation. The Police Service Fee will be payable prior to issuance of building permit, as is currently determined by City Planning.

**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 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 **authorized pursuant to the City Code. The Police Service Fee, Fire Protection Fee and any other 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 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 set their hands and seals the _____ day and _____ year 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

OWNER:

OWNER: CONFIRM OWNERSHIP LEGAL ENTITY

By: _____

Name: _____

Title: _____

(Owner)

ACKNOWLEDGMENT

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ for and on behalf of [Add in here OWENER/ENTITY typed out]

Witness my hand and notarial seal.

My commission expires: _____

Notary Public

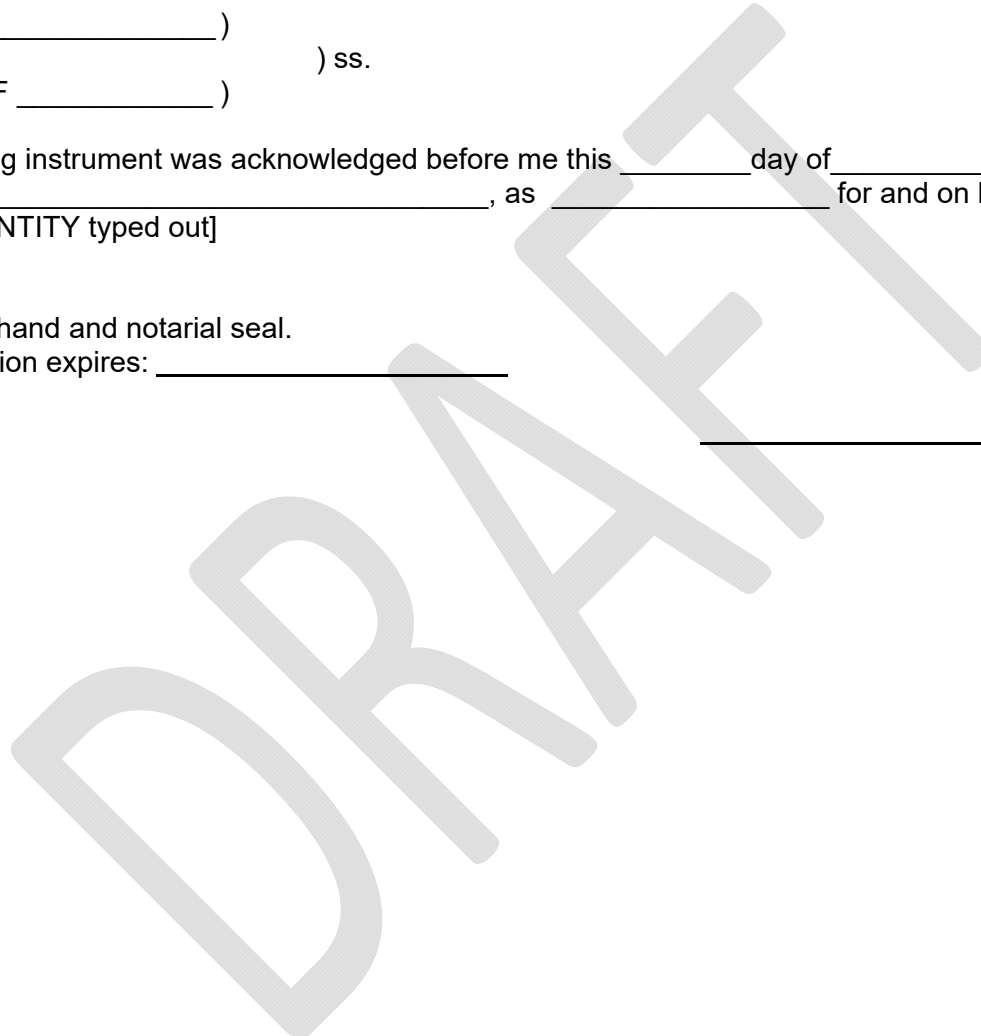


EXHIBIT A
[Exhibit A of the Annexation Agreement]

LEGAL DESCRIPTION

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

DRAFT

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

By: _____ this _____ day of _____, 20____.
Colorado Springs Utilities System Extensions Manager

Approved as to Form:

By: _____ Date: _____
City Attorney's Office

DRAFT

Exhibit A

[Exhibit A of the Special Warranty Deed]

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]

DRAFT

Exhibit B

[Exhibit B of the Special Warranty Deed]

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

[CSU: THIS SECTION TO BE UPDATED BY COLORADO SPRINGS UTILITIES.]

Decreed Groundwater Rights

Case No.

Court:

Source:

Amount:

Date of Decree:

Name of Owner:

Permitted Groundwater

Permit No.

Date of Permit:

Source:

Amount:

Name of Owner:

Legal Description of Well or other structure:

Surface Water Rights

Name of Water Right:

Case No.

Court:

Source:

Amount:

Date of Decree:

Name of Owner:

DRAFT

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.

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 and the City each agree that the Property shall be within the boundaries of [Amara Metropolitan District No. ____ through ____] (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. Notwithstanding the temporary zoning provided for in Section IV of this Agreement, the City agrees to support the Owner's formation of the Metro Districts with appropriate conditions to approval that the Metro Districts will not be empowered to issue any bonded debt until the Property is rezoned consistent with the assumptions provided in the service plans for such Metro Districts. 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/or traffic improvements. The City expressly agrees that the Owner's obligation to complete the streets, bridges and/or traffic improvements contemplated by this Article V, Subsection C of this Agreement 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 referenced in the Wilson TIS, such extension of Mesa Ridge Parkway being collectively referred to herein as the "Mesa Ridge Parkway Extension").

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 the Mesa Ridge Parkway Extension is completed from the intersection of Mesa Ridge Parkway and Amara Parkway to the intersection of Mesa Ridge Parkway and Norris Parkway, such segment being referred to in the Wilson TIS 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 at such time as Norris Parkway 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 the Mesa Ridge Parkway Extension, the Owner shall be responsible for the construction of that portion of the Mesa Ridge Parkway Extension extending from the Marksheffel Intersection through to the intersection of Mesa Ridge Parkway and Amara Parkway, together with the associated bridge for the Mesa Ridge Parkway Extension over Jimmy Camp Creek (the "Jimmy Camp Creek Bridge"). Such portion of the Mesa Ridge Parkway Extension will be constructed no later than that date upon which a total of _____ building permits for residences located within Amara Phase 1 (as referenced in the Wilson TIS) have been issued. 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 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 will ultimately be completed as a four lane Principal Arterial extending from the Marksheffel Intersection to its 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. **[NTD: Need City of Fountain written acknowledgement]** The Owner will also be responsible for the construction of the Mesa Ridge Parkway Extension to its ultimate connection with Meridian Road within the Amara Phase 4 (as referenced in the Wilson TIS) no later than that date upon which a total of _____ building permits for residences located within Amara Phase 4 (as referenced in the Wilson TIS) have been issued.

f. The City and the Owner each acknowledge that: (i) the Jimmy Camp Creek Bridge and the corresponding portion of the Mesa Ridge Parkway Extension from the Marksheffel Intersection to the intersection of Mesa Ridge Parkway and Amara Parkway are located within the city limits for the City of Fountain, and (ii) one-half (1/2) of the Mesa Ridge Parkway Extension lying between the intersection of Mesa Ridge Parkway and Amara Parkway through to Amara Phase 4 (such segment being referred to in the Wilson TIS as "Mesa Ridge Parkway-1") 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 the Mesa Ridge Parkway Extension 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 Extension 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 the Colorado Department of Transportation ("CDOT") design standards, and consistent with requirements from 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-1 portion of the Mesa Ridge Parkway Extension (as depicted in the Wilson TIS), and the Jimmy Camp Creek Bridge, will be permitted and accepted by the City of Fountain, and that the portion of the Mesa Ridge Parkway Extension located east of the intersection of Mesa Ridge Parkway and Amara Parkway 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 the Mesa Ridge Parkway 1 located between the intersection of Mesa Ridge Parkway and Amara Parkway and the intersection of Mesa Ridge Parkway and Norris Parkway, no later than that date upon which a total of _____ building permits for residences located within Amara Phase 2 have been issued. The Owner shall be permitted to construct this portion of the Mesa Ridge Parkway Extension 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 the Mesa Ridge Parkway Extension as a four lane Principal Arterial as contemplated herein. If the Almagre/Ventana development causes need to construct this portion of the 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 the 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 the Mesa Ridge Parkway Extension pursuant to the Cost Sharing Agreement(s). The foregoing portion of the 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 such portion of the Mesa Ridge Parkway Extension, including the City's ultimate ownership of the right-of-way and improvements.

i. The Owner will be responsible for constructing that portion of the Mesa Ridge Parkway 2 located between the intersection of Mesa Ridge Parkway and Norris Parkway through to Meridian Road (such segment being referred to in the Wilson TIS 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 the Mesa Ridge Parkway 2 as a two lane section at the time of the first filing of Amara Phase 4 (being half of the proposed final extension), with the Owner ultimately completing this portion of the Mesa Ridge Parkway 2 as a four lane Principal Arterial no later than that date upon which a total of _____ 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 recommended by the Wilson TIS 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 _____ building permits for residences located within Amara [Phase 3] 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 _____ building permits for residences located within Amara [Phase 3] 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 _____ building permits for residences located within Amara [Phase 3] 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 _____ building permits for residences located within Amara [Phase 3] 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 to an interim two lane configuration between the intersection of Meridian Road and Mesa Ridge Parkway north to the intersection of Meridian Road and Fontaine Boulevard (the "Meridian Road 1"), 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. 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 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 (the "Meridian Road 1 Widening"), 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 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 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"), 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 over the Meridian Road 2 from the interim two lane configuration to a four lane Principal Arterial (expressly excluding any requisite land acquisition costs, the "Meridian Road 2 Widening"), such Meridian Road 2 Widening to be completed at 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 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 2"), 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 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 2 from El Paso County. The Owner will further be responsible for the construction associated with the widening of Meridian Road over the Meridian Road 2 from the interim two lane configuration to a four lane Principal Arterial (expressly excluding any requisite land acquisition costs, the "Meridian Road 2 Widening"), such Meridian Road 2 Widening to be completed at 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 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 2 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'), 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 the 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 the CDOT, 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 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, the Owner shall convey the Powers Extension ROW tract(s) by deed or dedication in a form reasonably acceptable to the Owner and the City or CDOT, which deed shall include an express possibility of reverter to the Owner such that, in the event the City or CDOT 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 or CDOT for any construction costs or other costs associated with (i) the City's or CDOT'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 ramps and the City acknowledges that it will support the Owner in obtaining CDOT approval of these access ramps for the benefit of the Owner and the Amara Project. 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.

***This section will be located at end of document w/ exhibits.

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.