

MEMORANDUM OF UNDERSTANDING

Willow Springs Annexation

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made by and between LEWIS-PALMER SCHOOL DISTRICT 38 (the “District”), HCB WILLOW SPRINGS, LLC, a Missouri limited liability company (“Willow Springs”), FOREST LAKES METROPOLITAN DISTRICT (“Metro District”) and EL PASO COUNTY PLANNING & COMMUNITY DEVELOPMENT (“El Paso County”).

RECITALS

- A. The District is a Colorado school district and political subdivision of the State of Colorado, serving students in the Monument, Colorado area.
- B. Willow Springs is the owner of the real property which includes the property shown on Exhibit “A” (“Willow Springs Property”) and desires to annex its entire property to the Town of Monument.
- C. The District has plans to use the Willow Springs Property as a school site in coordination with existing acreage in the Forest Lakes Subdivision.
- D. The District and the other parties are willing to agree to such annexation upon the conditions and agreements of this MOU.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following Memorandum of Understanding:

1. Annexation. The parties, including the District, agree to the annexation of the Willow Springs Property. The other provisions of this MOU are conditional upon completion of that annexation.
2. School Fees. As part of the Willow Springs Subdivision, Willow Springs is required to dedicate 6.2 acres to the District. Willow Springs agrees to dedicate 5 acres within the Willow Springs Property at the location shown on Exhibit “A” or at a different location acceptable to the District and at no expense to the District and to additionally pay the balance in cash for the 1.2 acres owed in lieu of dedication. Such dedications shall be in accordance with District requirements and Colorado statutes.
3. Vacation of Mitchell Road Right-of-Way. Between the Willow Springs Property and the Forest Lakes school site shown on Exhibit “A”, there is a County Road Right of Way which was planned for Mitchell Road. Upon completion of the annexation, the Board of County Commissioners of El Paso County shall vacate that Right of Way and deed it to the District, containing approximately 1.5 acres.

4. Water and Sanitary Utilities. The Metro District (either directly or through its subdistrict, Pinon Pines District 1) agrees that it has the ability and will serve the District's school site with water and sanitary utilities in accordance with the requirements and timeline provided by the District.
5. Additional Documentation. The District may require that the other parties to this MOU provide the acceptable deeds to the property transferred to the District and any additional documents as otherwise required by the District's policies and requirements.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding effective on the dates shown below.

[Signature Pages Follow]

DISTRICT:

LEWIS-PALMER SCHOOL DISTRICT 38
a political subdivision of the State of Colorado

By: _____
Its: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____,
2018, by _____ as _____ of Lewis-Palmer School District 38,
a political subdivision of the State of Colorado.

WITNESS my hand and official seal.

Notary Public
My Commission expires: _____

METRO DISTRICT:

FOREST LAKES METROPOLITAN DISTRICT
a Colorado metropolitan district

By: _____
Its: _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ as _____ of Forest Lakes Metropolitan District, a Colorado metropolitan district.

WITNESS my hand and official seal.

Notary Public
My Commission expires: _____

EL PASO COUNTY:

EL PASO COUNTY PLANNING AND COMMUNITY DEVELOPMENT

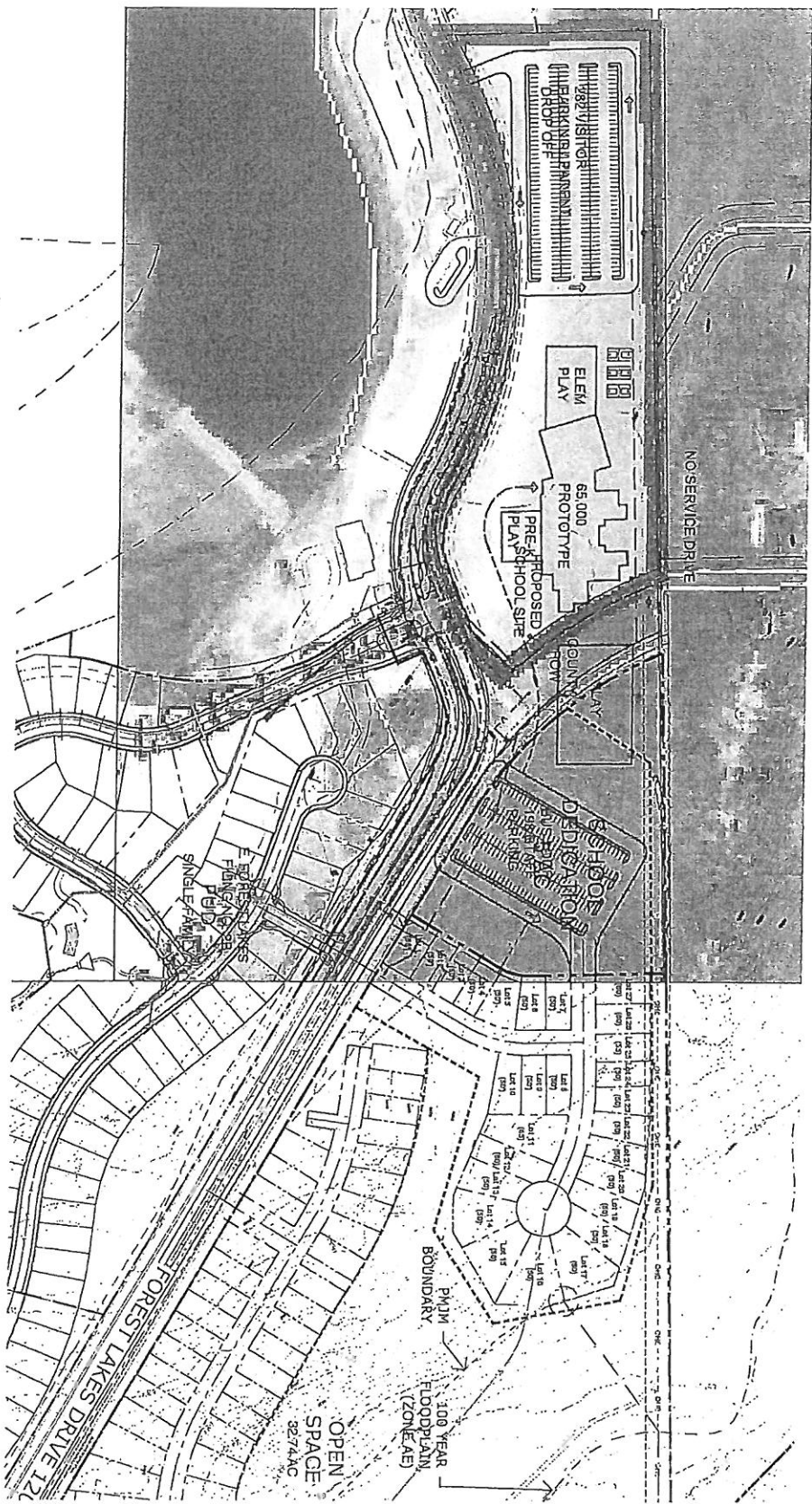
By: _____
Its: _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ as _____ of El Paso County Planning and Community Development.




WITNESS my hand and official seal.

Notary Public
My Commission expires: _____



TOTAL LOTS: 27

Exhibit A

 <p>NBS NBS Inc. 527 N. Cascade Avenue, Suite 200 Durango, CO 81303 Tel: 319-411-6633 Fax: 319-411-6281 www.nbsinc.com</p>		 <p>Landscape Architecture Urban Design</p>	
		<p>WILLOW SPRINGS</p>	
<p>DATE: 11/11/11 PROJECT: WILLOW SPRINGS DRAWN BY: [Name] CHECKED BY: [Name]</p>		<p>SCALE: 1" = 100'</p>	
<p>LOT LAYOUT</p>		<p>1 of 1</p>	