

**ANNEXATION & DEVELOPMENT AGREEMENT
WILLOW SPRINGS RANCH COMPANY, LTD./ WILLOW SPRINGS ANNEXATION
NO. 1 AND WILLOW SPRINGS ANNEXATION NO. 2**

THIS AGREEMENT made and entered into this _____ day of _____, 2018, by and between Willow Springs Ranch Company, Ltd., a Colorado limited liability company, hereinafter referred to as “ANNEXOR,” and the TOWN OF MONUMENT, a municipal corporation of the County of El Paso, hereinafter referred to as “TOWN.”

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RECITALS

1. ANNEXOR is the owner of the property described in Exhibit “A”, attached hereto (the “Property”) and has filed a petition to annex said property the TOWN; and
2. The parties mutually agree that pursuant to Town Code and Policies that the annexation of the Property to the Town shall not create any additional cost or impose additional burden on the existing residents of the Town to provide public facilities and services to the Property after annexation. If the proposed development will result in new burdens on the Town’s existing public facilities and services, the development shall be responsible for mitigating such impacts through compliance with standards adopted by the Board of Trustees. The standards will include fees calculated and imposed to provide adequate public facilities and services based on the objective criteria.

In consideration of the foregoing premises and the covenants, promises, and agreements of each of the parties hereto, to be kept and performed by each of them, IT IS AGREED:

1.0 DEFINITIONS

- 1.1 “ANNEXOR” shall mean and refer to the Annexor and his heirs, successors, assigns,

and designees.

1.2 “Crossings” shall mean and refer to all bridges, culverts, or other types of facilities or structures used to cross roadways, drainageways, or storm drainage areas.

1.3 “Development” shall mean the project shown and described in the approved Planned Development Sketch Plan attached as Exhibit B.

1.4 “Drainage Impact Fee” shall mean the Town’s fee listed in the Ordinances of the Town Code for the basin or basins in which the Property is located, as such amount may be adjusted from time to time by the Board of Trustees. The purpose of the fee is to fund the planning, construction, and installation of major facilities in accordance with the Drainage Master Plan. For improvements on public land, public right-of-way or private property, the fee shall be payable at the time of issuance of a Land Use Permit.

1.5 “Fire District” shall mean the Tri Lakes Monument Fire Protection District.

1.6 “Land Use Permit” shall mean the permit issued by the TOWN for each individual home that is a condition precedent to issuance of a Building Permit from Pikes Peak Regional Building Department.

1.7 “Park Fee” shall mean the cash in lieu of land dedication fee established by the TOWN Board of Trustees, as such amount may subsequently be adjusted by the Board of Trustees, payable at the time of issuance of a Land Use Permit for each individual home.

1.8 “Park Land” shall mean land for parks, trails or open space areas, but shall not include land within a road right-of-way, drainageway, drainage easement, or utility easement.

1.9 “Sanitation District” shall mean the Monument Sanitation District.

1.10 “School Land Dedication” shall mean the land required to be dedicated to Lewis-Palmer School District #38 for public schools, or, in the alternative, a fee in lieu of the land dedication that is established by the Board of Trustees and payable at the time of issuance of a Land Use Permit for each individual home, or a combination of the two.

1.11 “Streets” shall mean and refer to residential, commercial, collector, minor, and principal arterial streets, highways, expressways, and roads.

1.12 “Town Code” shall mean the Municipal Code of the Town of Monument, including but not limited to the Zoning Ordinance and the Subdivision Ordinance.

1.13 “Traffic Impact Fee” shall mean the Town’s fee listed in Town ordinances for the use or uses in the proposed development. The fee is payable at the time of the issuance of a land use permit. The purpose of the fee is to offset the proportionate share of the cost of Town wide road facilities required to address traffic impacts.

1.14 “Water Development Fee” shall mean the fee charged to ANNEXOR to recover the costs of developing an augmentation plan for the contributed water rights.

1.15 "Water Tap Fee" shall mean the fee established by the TOWN Board of Trustees and listed in the TOWN'S ordinances. Such fee may subsequently be adjusted by the Board of Trustees and are payable at the time of issuance of a building permit for each individual home.

2.0 STREETS

2.1 ANNEXOR shall dedicate free and clear of all liens and encumbrances of any kind, all rights-of-way for public streets for the full width thereof, as required by the Town. Except as provided in Section 2.2 below, ANNEXOR shall design and fully improve to Town standards all public streets within the Property, and one-half of all streets lying on or abutting the exterior boundaries of the Property, without cost to the Town. Such dedication of streets shall occur at the time of Town approval of each subdivision plat within the Property; however, ANNEXOR agrees to dedicate such rights-of-way at an earlier time when determined by the Town to be required for commencement of construction of such streets or for extension of utilities. An earlier dedication shall not relieve ANNEXOR of his obligation to improve streets as provided herein.

2.2 ANNEXOR shall, upon request from the Town, dedicate a sixty-foot (60) right-of-way for the Residential Collector depicted on the Site Plan (the "Collector"). ANNEXOR shall improve to Town standards the south portion of the Collector to its temporary turn-around as a part of the development of Phase 1 as shown on the approved Sketch Plan, and the north portion of the Collector, including the road and bridge (as defined in Section 5.1) from the southern temporary turnaround to the southern terminus of Synthes Avenue as shown on the approved Sketch Plan.

2.3 ANNEXOR agrees to convey to Town an easement adjoining arterials, highways, and expressways to provide necessary cut and fill to establish the grade on a one-foot incline for every three feet (3) of distance. Said easement shall be released to ANNEXOR at such time as the adjacent property is filled and maintained at grade.

2.4 ANNEXOR shall pay a Traffic Impact Fee per Section 1.13 above and 5.3 below.

2.5 ANNEXOR will advance the funds required for the signalization of streets within the Development when needs meet the required warrants as reasonably determined by the Town.

3.0 WATER AND SEWER

3.1 The TOWN acknowledges sanitary sewer service from the Property will be provided by the Monument Sanitation District. ANNEXOR will make application to the Monument Sanitation District to include the property within the Sanitation District in accordance with the Sanitation District's sanitary sewer rules and regulations and construction specifications prior to the approval of the Final PD Site Plan for the Property or any portion thereof.

3.2 ANNEXOR shall install water transmission lines and sewer interceptor lines to the PROPERTY at a point nearest the Town's and the Sanitation District's existing facilities, in accordance with the Town's and Sanitation District's utility master plan, and throughout the Development. ANNEXOR may utilize the right-of-way for the Collector for installation of such lines. ANNEXOR agrees to dedicate all necessary unobstructed right-of-way for utility easements needed for water and sewer lines to serve the area described herein, or for transmission through the area described herein according to the standards of the Town and the Sanitation District. The ANNEXOR shall grant additional temporary construction easements for installation of water and sewer mains

where required by the Town. ANNEXOR agrees to develop and provide to the Town for review and approval prior to platting of the Property a master utilities plan for the annexed area. The master utilities plan shall describe transmission and distribution facilities.

3.3 Subject to Section 3.4 herein, the Town shall provide water service to the Property within a reasonable period of time after notification of need by the ANNEXOR as required for development of the Property. ANNEXOR will extend water service to the Property from the TOWN's existing 12" water line immediately north of the Property. ANNEXOR shall extend the southern end of the water main distribution system to a point where a looped water main system is created as approved by the Town. No Certificates of Occupancy will be issued on the Property until this looped system is complete and functional.

3.4 The TOWN confirms that the water to be deeded to the TOWN from ANNEXOR pursuant to section 3.7 and 3.8 of this Agreement is adequate to supply the water needed for the Development. The water transfer will require a plan of augmentation to be completed by the TOWN. ANNEXOR agrees to pay to TOWN a Water Development Fee in the amount of \$531,760 due and payable in full at the time of recording of the initial Final Plat for any or all of the property. The Town currently has the production capacity to serve approximately 335 additional homes beyond what water has already been committed to for other developments. The Town can commit water service up to the first 335 homes, then the Town will need to bring additional capacity production capacity online. According to the phasing plan shown on the Sketch Plan, 335 homes would be slightly past Phase 6. The Town should have additional sufficient capacity online prior to the completion of Phase 4 if the current projected phase plan is followed.

3.4 There shall be no duty or obligation upon the TOWN to furnish water facilities to the area sought to be annexed, until such time as, in the sole discretion of TOWN, sufficient acreage has been annexed and fees paid to pay for extension of water and sewer facilities and to provide services to a sufficient number of inhabitants within the areas so as to make the construction and establishment of such services feasible.

3.5 Notwithstanding the fees provided in this Section 3.0, if provision of water services requires payment of fees or charges to regional or metropolitan service agencies or other third-party authorities, ANNEXOR shall provide such funds as and when required by such service agency.

3.6 ANNEXOR will pay service tap fees as are required by the TOWN and Monument Sanitation District at the time said taps are needed. The ANNEXOR agrees that all promises of water service made by this agreement are subject to any water tap allocation program of the TOWN and are uniformly applied subject to any other general restrictions of the TOWN, or regional service agencies, relating to the provision of water and sanitary sewer service.

3.7 Simultaneously with execution of this Agreement, ANNEXOR shall deliver to TOWN a fully executed water special warranty deed conveying all water rights associated with the Property to the TOWN free and clear of all liens and encumbrances, together with a State Engineer Consent form for each of the four aquifers (Lower Dawson, Denver, Arapahoe and Laramie-Fox Hills) under the Property, all in a form acceptable to the TOWN. In addition to standard warranties of a deed of this type, the special warranty deed shall specifically warrant that the grantor has not divested himself of the subject non-tributary and not non-tributary groundwater prior to its conveyance to the TOWN and shall be supported by a current title insurance commitment. This Agreement supersedes any provisions to the contrary in the Stipulation between the TOWN and HCB Willow Springs, LLC as filed

July 15, 2014 in Case 08CW45, District Court for Water Division No. 2, State of Colorado, and any restrictions or requirements upon the Town in said Stipulation are released and of no further force and effect.

3.8 ANNEXOR grants in perpetuity to the TOWN the sole and exclusive right to withdraw, appropriate, and use any, and all, water within the Lower Dawson, Denver, Arapahoe, and Laramie-Fox Hills aquifers underlying the Property. The ANNEXOR irrevocably consents in perpetuity, on behalf of itself and any and all successors in title, pursuant to Section 37-90-137(4) of the Colorado Revised Statutes, as now existing or later amended, to the withdrawal, appropriation, and use by the TOWN of all such water, and agrees to execute any additional or supplemental consents thereto that may be required for the TOWN to withdraw, appropriate, or use said water, and agrees to execute any additional or supplemental consents thereto that may be required for the TOWN to withdraw, appropriate or use said water and shall execute a State Engineer Consent Form for each of the aquifers, consenting to the TOWN's withdrawal of groundwater under the Property, along with the special warranty deed.

3.9 To the extent that the TOWN wishes to drill wells on the Property, the location of such wells shall be identified on the Final PD Site Plan subject to approval by the TOWN as to final size, shape and specific location. The ANNEXOR agrees to convey separate, standard warranty deeds to the TOWN for well sites supported by title insurance commitments and necessary easements to TOWN for construction and mobilization.

4.0 STORM DRAINAGE

4.1 ANNEXOR shall pay the drainage fee established by Town Code for the basin or basins in which the annexed lands are located. For development on public land, public right-of-way, or common private land, the fee shall be payable at the time of Town approval of a final plat, final plan, or improvement agreement for the development. For development on a lot, the fee shall be payable at time of Town approval of a Land Use Permit for construction on the lot.

4.2 In the event the ANNEXOR desires to complete the development of any portion of the annexed lands prior to completion of the regional storm drainage improvements to major drainageways in the Town, the ANNEXOR may make those improvements at its expense. At its option, and subject to a separate agreement, the TOWN may agree to reimburse the ANNEXOR at a future date for ANNEXOR'S cost for construction of said improvements.

4.3 ANNEXOR shall be responsible for design and construction of drainage improvements, other than basin-wide improvements described in Section 4.1, as required by TOWN to permit development of the Property.

5.0 CROSSINGS

5.1 The parties mutually agree that a Crossing is necessitated by the Development over Monument Creek to ensure a Collector Road connection is made from the southern terminus of Synthes Avenue to Baptist Road. Said bridge shall, at a minimum, provide a design that will provide the passage of a 10-year storm water event. ANNEXOR shall be responsible for obtaining approval of the design of that portion of the Collector Road and the bridge from the Town, Floodplain Administrator and other applicable agencies. This Crossing shall be constructed at the time the average control delay per vehicle reaches Level of Service "E", as defined by the Highway Capacity

Manual 2000 and as indicated in a traffic study submitted by the ANNEXOR and approved by the TOWN, at the intersection of Mitchell Avenue and Second Street. Said Level of Service not to include delays associated with the Second Street railroad crossing.

5.2 The parties mutually agree that there will be the need for utility Crossings through the Monument Creek area of the project. These Crossings will include water and wastewater at a minimum. The ANNEXOR shall be responsible for all approvals from the appropriate agencies for permission to make such crossing, approval of designs, and construction of the utilities.

5.3 The Town recognizes the value to the community at large of the Crossing described in Section 5.1 as improved access to the existing development along Mitchell Avenue and reduced traffic in the Downtown Monument corridor and, therefore, agrees that the Traffic Impact Fees as required in Section 7.1 shall be allocated to the Crossing. To do so, the Town will collect these fees for each dwelling unit Land Use Permit issued until the Crossing is in place and functional as described in Section 5.1. The fees so collected shall be held in an account for the specific purpose of reimbursing the ANNEXOR when the Crossing is accepted by the Town. From the date upon which the Town accepts the Crossing forward, the Traffic Impact Fees will not be collected for any future Land Use Permits to further incentivize the Crossing.

5.4 In further recognition of the value of the north/south connection provided by the Crossing, the Town may pursue funding sources to provide additional reimbursement to the ANNEXOR up to but not exceeding 50% of the cost.

6.0 PUBLIC LAND DEDICATION

6.1 TOWN Code §16.32.030 requires dedication of 5.6 acres of park land per the Sketch Plan, which indicates a total of 416 dwelling units. The dedication will be adjusted based on Section 6.3 below resulting in a required dedication of 2.8 acres. TOWN requires payment of the cash in lieu fee of \$232,848 in lieu of said 2.8 acres dedication to be paid by proration per dwelling unit of \$559.73 upon the issuing of Land Use Permits for each dwelling unit in the Development. ANNEXOR acknowledges that the fee shall be based upon the formula in place at the time of Land Use Permit issuance and may be adjusted by the Board of Trustees on a basis that is uniformly applied and assessed throughout the TOWN or by changes to the number of dwelling units in the development.

6.2 ANNEXOR acknowledges the 7.7 acres of Park sites shown on the Sketch Plan are not eligible public park land and will be a private park area, maintained by a Special District, Homeowners Association or similar non-public entity and not the Town.

6.3 Town agrees, due to the nature of the open space and privately maintained parks shown on the Sketch Plan, the TOWN will allow credit of 50% of the required park land dedication.

6.4 ANNEXOR agrees to deed property for well site(s) to the TOWN. The conveyance of said water well site(s) shall occur at the time of platting. See Section 3.9 above.

6.5 ANNEXOR shall dedicate 5 acres of land for public schools to Lewis-Palmer School District #38 as shown on the Sketch Plan and as required by the TOWN code. All land shall be due at the time of the platting the first phase of the development. Since the required land dedication is 1.2 acres less than that required by the Town Code, cash in lieu fees shall be due at the time of issuance of a Land Use Permit in the amount of \$239.89 for each dwelling unit upon issuance of a Land Use Permit per Section 1.10. Land dedicated for schools shall comply with the requirements of the Town Code.

ANNEXOR acknowledges that the fee shall be based upon the formula in place at the time of Land Use Permit issuance and may be adjusted by the Board of Trustees on a basis that is uniformly applied and assessed throughout the TOWN or by changes to the number of dwelling units in the development

6.6 Except as provided in Section 2.2 above, the ANNEXOR agrees that lands to be dedicated for public purposes shall include all site and public improvements including, but not limited to water, sewer, curb, gutter, streets, and sidewalks. ANNEXOR shall install such improvements when determined by the TOWN to be necessary. No lands to be dedicated for public purposes shall be disturbed by ANNEXOR in any manner to disrupt the natural landscape, unless first approved by the TOWN. ANNEXOR agrees that all lands dedicated to the TOWN shall not be used as a borrow or fill area. Any sites dedicated for public purposes, but disturbed due to grading of adjacent sites, or lands within the flood plain disturbed due to storm drainage improvements, must be successfully planted or seeded by ANNEXOR with native grasses acceptable to TOWN to prevent erosion.

7.0 FEES

7.1 The proposed development is subject to TOWN fees, including but not limited to the following.

- 7.1.1 Application fees and special review fees
- 7.1.2 Permit fees and special review fees
- 7.1.3 School land fees in-lieu of public land dedication
- 7.1.4 Traffic impact fees
- 7.1.5 Drainage impact fees
- 7.1.6 Park Land Dedication Fees
- 7.1.7. Other impact fees as may be established by the TOWN

The Town may revise the fees from time to time to reflect changes in the cost to the TOWN associated with the fees.

8.0 URBAN SERVICES

8.1 The Town will provide Police protection to the Property in a manner as it does uniformly across the Town.

8.2 It is expressly understood that development of the annexed land is subject to a determination by the Fire District that there are available adequate fire protection facilities, including but not limited to fire hydrants, access for fire vehicles, and a looped water system. ANNEXOR shall confer with the Fire District to confirm provisions of fire protection services in compliance with established Fire District requirements.

8.3 If the area of the herein described annexation lies wholly or partially within a legally constituted water, sanitation, or water and sanitation district, there shall be no obligation on the part of the TOWN to provide such utilities services to the areas within any such district, unless it be done by mutual agreement between the TOWN and such district.

9.0 PUBLIC FACILITY EXTENSION

9.1 Extension of water and sewer line, streets, storm drainage, street lighting, traffic control

devices, and other public improvements from the developed areas of the TOWN to the Property may be pursuant to reimbursement as provided in the Town Code to reimburse ANNEXOR from lands abutting such facilities for ANNEXOR'S costs to extend public facilities which benefit such intervening lands.

10.0 LAND USES

10.1 ANNEXOR has submitted a completed application to the TOWN for zoning the Property as Planned Development (PD). Such zoning is not guaranteed, and the Board of Trustees of Town retains its full discretion with respect to such zoning. Nothing contained in this section shall be construed to limit the power of the Town Board of Trustees to rezone the Property or any part thereof after approval of the initial zoning of the Property after annexation. The attached Sketch Plan, required for approval of the PD Zoning District, provides for up to approximately 400 single family residential dwelling units (which may include attached single-family units).

10.2 TOWN agrees that if the Board of Trustees the approval of the PD Zoning and the Sketch Plan is not in accordance with the submitted documents, or other form acceptable to the ANNEXOR, this Agreement becomes null and void.

11.0 METRO DISTRICT

11.1 ANNEXOR will cause the existing Willow Springs Ranch Metropolitan District to be dissolved.

12.0 GENERAL PROVISIONS

12.1 This agreement shall be recorded with the Clerk and Recorder in El Paso County, Colorado, shall run with the land, and shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties hereto. ANNEXOR shall notify TOWN of assignments and the names of assignees. Every part of the Property shall at all times remain subject to all the obligations of this agreement with respect to each and every part of the Property.

12.2 ANNEXOR acknowledges and agrees that neither this Annexation Agreement nor any provision hereof, nor the annexation of the Property to the Town, nor the approval of a Sketch Plan, zoning or subdivision, either separately or jointly (a) creates or establishes a vested property right in or for the benefit of ANNEXOR or its successors or assigns, or with respect to the PROPERTY; or (b) constitutes a site-specific development plan. The terms "vested property right" and "site-specific development plan" shall have the same meaning as set forth in the TOWN Code and §24-68-101, et seq., C.R.S.

12.3 Nothing contained in this agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abnegation of TOWN'S legislative, governmental, or police powers to promote and protect the health, safety, or general welfare of the municipality or its inhabitants; nor shall this agreement prohibit the enactment by TOWN of any fee which is of uniform or general application.

12.4 No right or remedy of disconnection of the described Property from the TOWN shall accrue from this agreement, other than that provided by Section 31-12-119, C.R.S., as amended. In the event the Property or any portion thereof is disconnected at ANNEXOR'S request, TOWN shall

have no obligation to serve the disconnected Property and this agreement shall be void and of no further force and effect as to such Property.

12.5 If the annexation of the Property or any portion thereof is challenged by a referendum, all provisions of this agreement, together with the duties and obligations of each party, shall be suspended pending the outcome of the referendum election. If the referendum challenge to the annexation results in disconnection of the Property from the TOWN then this annexation agreement and all provisions contained herein shall be null and void and of no further effect. If the referendum challenge fails, then ANNEXOR and TOWN shall continue to be bound by all the terms and provisions of this annexation agreement.

12.6 In the event that the annexation of the Property or any portion thereof is voided by final action of any court, TOWN and ANNEXOR shall cooperate to cure the legal defect which resulted in disconnection of the property, and upon such cure this annexation agreement shall be deemed to be an agreement to annex the Property to TOWN pursuant to Section 31-12-121 of the Colorado Revised Statutes, 1973, and the Town Code. ANNEXOR shall reapply for annexation as when the Property becomes eligible for annexation as determined by TOWN.

12.7 It is understood and agreed by the parties hereto that if any part, term, or provision of this agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held to be invalid.

12.8 All fees recited in this agreement shall be subject to amendment by the Board of Trustees. Any amendment to fees shall be incorporated into this agreement as if originally set forth herein. Nothing in this agreement shall prevent, prohibit, diminish, or impair the TOWN'S governmental authority to adopt fees or regulations to address the impacts of development.

12.9 ANNEXOR agrees to include the Property in public improvement districts as may be organized by the TOWN pursuant to the provisions of Title 31, Article 25, Part 6, of the Colorado Revised Statutes.

12.10 This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Except as provided in Section 12.8, there shall be no modification of this agreement except in writing, executed with the same formalities as this instrument. Subject to the conditions precedent herein, this agreement may be enforced in any court of competent jurisdiction.

12.11 This agreement shall terminate and expire upon the completion of the development of the Property and satisfaction of all the obligations herein. Thereafter, so long as the Property is located within the municipal boundaries of TOWN, it shall continue to be subject to the charter, ordinances, and rules and regulations of the TOWN.

12.12 It is expressly understood and agreed that enforcement of the terms and conditions this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, their successors and assigns, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person under this Agreement. It is the express

intention of the Parties that any person other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

12.13 Any and all obligations of the TOWN for water and drainage improvements shall be the sole obligation of the TOWN'S Utility Enterprise and as such, shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the TOWN within the meaning of any constitutional, statutory, or charter limitation. Any, and all, obligations of the TOWN for public improvements other than water and storm drainage improvements shall be subject to annual appropriation by the Board of Trustees.

12.14 In the event of breach or default by the TOWN, the sole remedies hereunder shall be the equitable remedies of specific performance or injunction. ANNEXOR, it successors and assigns, hereby waive any rights to money damages for any such breach or default.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Willow Springs Ranch Company, Ltd.

By: _____

Daniel Brown, Managing Member

ANNEXOR

State of Colorado

County of El Paso

Subscribed before me this _____ day of _____, 2018,

By _____

My commission expires:

Notary Public

TOWN OF MONUMENT, COLORADO

By _____

Don Wilson, Mayor

ATTEST:

_____ this _____ day of _____, 2018.

Laura Hogan, Town Clerk, CMC.

APPROVED AS TO FORM:

_____ this _____ day of _____, 2018.

Alicia Corley, Town Attorney

EXHIBIT A:

LEGAL DESCRIPTION - Willow Springs Annexation No. 1

A PARCEL OF LAND BEING PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 22, THE NORTHWEST QUARTER OF SECTION 26 AND THE NORTHEAST QUARTER OF SECTION 27, ALL IN TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., COUNTY OF EL PASO, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

“**BEGINNING**” AT THE NORTHWEST CORNER OF SAID SECTION 26 AND CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26 TO BEAR SOUTH 89°46'10" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO: THENCE SOUTH 89°46'10" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 454.25 FEET TO A POINT ON THE WESTERLY LINE OF THAT TRACT OF LAND DESCRIBED AT RECEPTION No. 215134244 IN THE RECORDS OF THE OFFICE OF THE EL PASO COUNTY CLERK AND RECORDER; THENCE SOUTHERLY AND EASTERLY, THE FOLLOWING FIVE (5) COURSES ALONG SAID TRACT:

(1) SOUTH 00°13'57" WEST, A DISTANCE OF 175.23 FEET;

(2) NORTH 89°36'22" WEST, A DISTANCE OF 53.68 FEET;

(3) SOUTH 18°11'56" WEST, A DISTANCE OF 85.30 FEET;

(4) SOUTH 00°13'50" WEST, A DISTANCE OF 583.27 FEET;

(5) NORTH 86°32'24" EAST, A DISTANCE OF 588.07 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE WESTERN RAILROAD;

THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING FIVE (5) COURSES:

(1) SOUTH 03°22'15" EAST, A DISTANCE OF 478.18 FEET;

(2) SOUTH 04°32'52" EAST, A DISTANCE OF 171.02 FEET TO A NON-TANGENT POINT OF CURVE, FROM WHICH, THE RADIAL LINE BEARS NORTH 83°07'45" EAST;

(3) 271.08 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°09'00", A RADIUS OF 1393.00 FEET AND A CHORD WHICH BEARS SOUTH 12°26'45" EAST, A DISTANCE OF 270.66 FEET TO A NON-TANGENT POINT;

(4) SOUTH 20°20'37" EAST, A DISTANCE OF 171.02 FEET;

(5) SOUTH 21°31'15" EAST, A DISTANCE OF 774.39 FEET TO THE EAST LINE OF THE WEST HALF OF NORTHWEST QUARTER OF SECTION 26;

THENCE SOUTH 01°23'28" EAST, A DISTANCE OF 49.30 FEET ALONG SAID EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER TO THE SOUTHEAST CORNER THEREOF;

THENCE SOUTH 88°42'43" WEST, ALONG THE SOUTH LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER, A DISTANCE OF 345.95 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 01°17'17" WEST, A DISTANCE OF 500.00 FEET; THENCE SOUTH 88°42'43" WEST, A DISTANCE OF 1000.00 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 01°12'13" EAST, ALONG SAID WEST LINE, A DISTANCE OF 500.00 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER, SAID POINT BEING ALSO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH 46°06'15" WEST, A DISTANCE OF 700.00 FEET ALONG THE NORTHEASTERLY LINE OF WARD SUBDIVISION, ACCORDING TO THE PLAT RECORDED AT RECEPTION No. 1076187, SAID EL PASO COUNTY RECORDS, TO THE SOUTHEASTERLY CORNER OF HARDMAN SUBDIVISION FILING No. 1, ACCORDING TO THE PLAT RECORDED AT RECEPTION No. 215713689, SAID EL PASO COUNTY RECORDS; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY BOUNDARY OF SAID HARDMAN SUBDIVISION THE FOLLOWING TEN (10) COURSES:

- (1) NORTH 43°53'45" EAST, A DISTANCE OF 100.00 FEET;
- (2) NORTH 11°52'31" WEST, A DISTANCE OF 292.17 FEET;
- (3) NORTH 54°37'38" WEST, A DISTANCE OF 63.26 FEET;
- (4) NORTH 19°57'26" EAST, A DISTANCE OF 156.82 FEET TO A NON-TANGENT POINT OF CURVE, FROM WHICH, THE RADIAL LINE BEARS NORTH 19°57'30" EAST;
- (5) 178.47 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 45°26'46", A RADIUS OF 225.00 FEET AND A CHORD WHICH BEARS NORTH 47°19'07" WEST, A DISTANCE OF 173.82 FEET TO A POINT TANGENT;
- (6) NORTH 24°35'44" WEST, A DISTANCE OF 58.61 FEET TO A POINT OF CURVE;
- (7) 40.97 FEET; ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 13°24'47", A RADIUS OF 175.00 FEET AND A CHORD WHICH BEARS NORTH 31°18'07" WEST, A DISTANCE OF 40.87 FEET TO A NON-TANGENT POINT;
- (8) SOUTH 51°59'26" WEST, A DISTANCE OF 164.00 FEET;
- (9) NORTH 80°19'59" WEST, A DISTANCE OF 291.87 FEET;
- (10) SOUTH 43°53'45" WEST, A DISTANCE OF 100.00 FEET RETURNING TO SAID NORTHEASTERLY LINE OF WARD SUBDIVISION;

THENCE NORTH 46°06'15" WEST, A DISTANCE OF 274.81 FEET ALONG SAID NORTHEASTERLY LINE TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27;

THENCE NORTH 01°12'49" WEST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 615.44 FEET TO THE

SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED AT RECEPTION No. 217020920, SAID EL PASO COUNTY RECORDS; THENCE ALONG THE SOUTHERLY, EASTERLY AND NORTHERLY BOUNDARY OF SAID PARCEL, THE FOLLOWING EIGHT (8) COURSES:

- (1) NORTH 88°10'08" EAST, A DISTANCE OF 330.89 FEET;
- (2) NORTH 01°12'40" WEST, A DISTANCE OF 75.22 FEET;
- (3) NORTH 30°41'57" WEST, A DISTANCE OF 88.76 FEET;
- (4) NORTH 60°09'25" EAST, A DISTANCE OF 49.78 FEET;
- (5) NORTH 01°12'40" WEST, A DISTANCE OF 371.37 FEET;
- (6) NORTH 86°41'04" WEST, A DISTANCE OF 148.30 FEET;
- (7) NORTH 36°19'38" EAST, A DISTANCE OF 199.80 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27;
- (8) SOUTH 88°01'47" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 304.83 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27;

THENCE NORTH 00°11'17" EAST, A DISTANCE OF 100.07 FEET TO A POINT ON A LINE LYING 100.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE NORTH 88°01'47" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 1323.65 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE SOUTH 00°08'05" WEST, ALONG SAID EAST LINE, A DISTANCE OF 100.07 FEET TO THE **"POINT OF BEGINNING"**.

THE ABOVE DESCRIBED TRACT CONTAINS 94.888 ACRES OR 4,133,339 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION - Willow Springs Annexation No. 2

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 26, THE SOUTHWEST QUARTER OF SECTION 26 AND THE SOUTHEAST QUARTER OF SECTION 27, ALL IN TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., COUNTY OF EL PASO, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

"BEGINNING" AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 26 AND CONSIDERING THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26 TO BEAR NORTH 01°12'13" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE NORTH 01°12'13" WEST, ALONG SAID WEST LINE, A DISTANCE OF 500.00 FEET; THENCE NORTH 88°42'43" EAST, A DISTANCE OF 1000.00 FEET; THENCE SOUTH 01°17'17" EAST, A DISTANCE OF 500.00 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE NORTH 88°42'43" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 345.95 FEET TO THE

SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER;
THENCE NORTH 88°41'04" EAST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF
SAID NORTHWEST QUARTER, A DISTANCE OF 18.08 FEET TO THE WESTERLY RIGHT-OF-WAY
LINE OF THE DENVER AND RIO GRANDE WESTERN RAILROAD; THENCE SOUTHERLY ALONG
SAID WESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING SEVEN (7) COURSES:

- (1) SOUTH 21°31'15" EAST, A DISTANCE OF 907.77 FEET;
- (2) SOUTH 20°58'04" EAST, A DISTANCE OF 158.53 FEET TO A NON-TANGENT POINT OF
CURVE, FROM WHICH, THE RADIAL LINE BEARS SOUTH 70°08'45" WEST;
- (3) 228.08 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A
CENTRAL ANGLE OF 04°48'00", A RADIUS OF 2722.50 FEET AND A CHORD WHICH BEARS
SOUTH 17°27'15" EAST, A DISTANCE OF 228.01 FEET TO A POINT OF COMPOUND
CURVATURE;
- (4) 967.85 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT, HAVING A
CENTRAL ANGLE OF 19°42'00", A RADIUS OF 2814.90 FEET AND A CHORD WHICH BEARS
SOUTH 05°12'15" EAST, A DISTANCE OF 963.09 FEET TO A POINT OF COMPOUND
CURVATURE;
- (5) 228.08 FEET; ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT, HAVING A
CENTRAL ANGLE OF 04°48'00", A RADIUS OF 2722.50 FEET AND A CHORD WHICH BEARS SOUTH
07°02'45" WEST, A DISTANCE OF 228.01 FEET TO A NON-TANGENT POINT;
- (6) SOUTH 10°33'34" WEST, A DISTANCE OF 158.53 FEET;
- (7) SOUTH 11°06'45" WEST, A DISTANCE OF 96.20 FEET TO A POINT ON THE NORTHERLY
LINE
OF BAPTIST ROAD AS DESCRIBED IN THAT DEED RECORDED AT RECEPTION No. 215058904 IN
THE RECORDS OF THE OFFICE OF THE EL PASO COUNTY CLERK AND RECORDER;

THENCE WESTERLY ALONG SAID NORTHERLY LINE OF BAPTIST ROAD THE FOLLOWING
ELEVEN (11) COURSES:

- (1) NORTH 87°10'50" WEST, A DISTANCE OF 257.88 FEET;
- (2) NORTH 63°36'48" WEST, A DISTANCE OF 176.30 FEET;
- (3) SOUTH 89°58'48" WEST, A DISTANCE OF 50.13 FEET;
- (4) SOUTH 72°07'26" WEST, A DISTANCE OF 14.82 FEET TO A POINT OF CURVE;
- (5) 295.32 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE
OF 48°20'42", A RADIUS OF 350.00 FEET AND A CHORD WHICH BEARS NORTH 83°42'12" WEST, A
DISTANCE OF 286.64 FEET;
- (6) NORTH 59°31'52" WEST, A DISTANCE OF 125.55 FEET;

(7) NORTH 39°31'34" EAST, A DISTANCE OF 21.07 FEET;

(8) NORTH 50°28'26" WEST, A DISTANCE OF 100.36 FEET TO A POINT OF CURVE;

(9) 181.65 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 26°01'08", A RADIUS OF 400.00 FEET AND A CHORD WHICH BEARS NORTH 37°27'52" WEST, A DISTANCE OF 180.09 FEET;

(10) NORTH 24°27'18" WEST, A DISTANCE OF 333.81 FEET;

(11) SOUTH 66°46'52" WEST, A DISTANCE OF 14.83 FEET TO THE NORTHERLY LINE OF LINDBERGH ROAD, FORMERLY FORREST LAKES DRIVE, SAID POINT BEING A NONTANGENT POINT OF CURVE, FROM WHICH, THE RADIAL LINE BEARS SOUTH 68°03'36" WEST;

THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID NORTHERLY LINE:

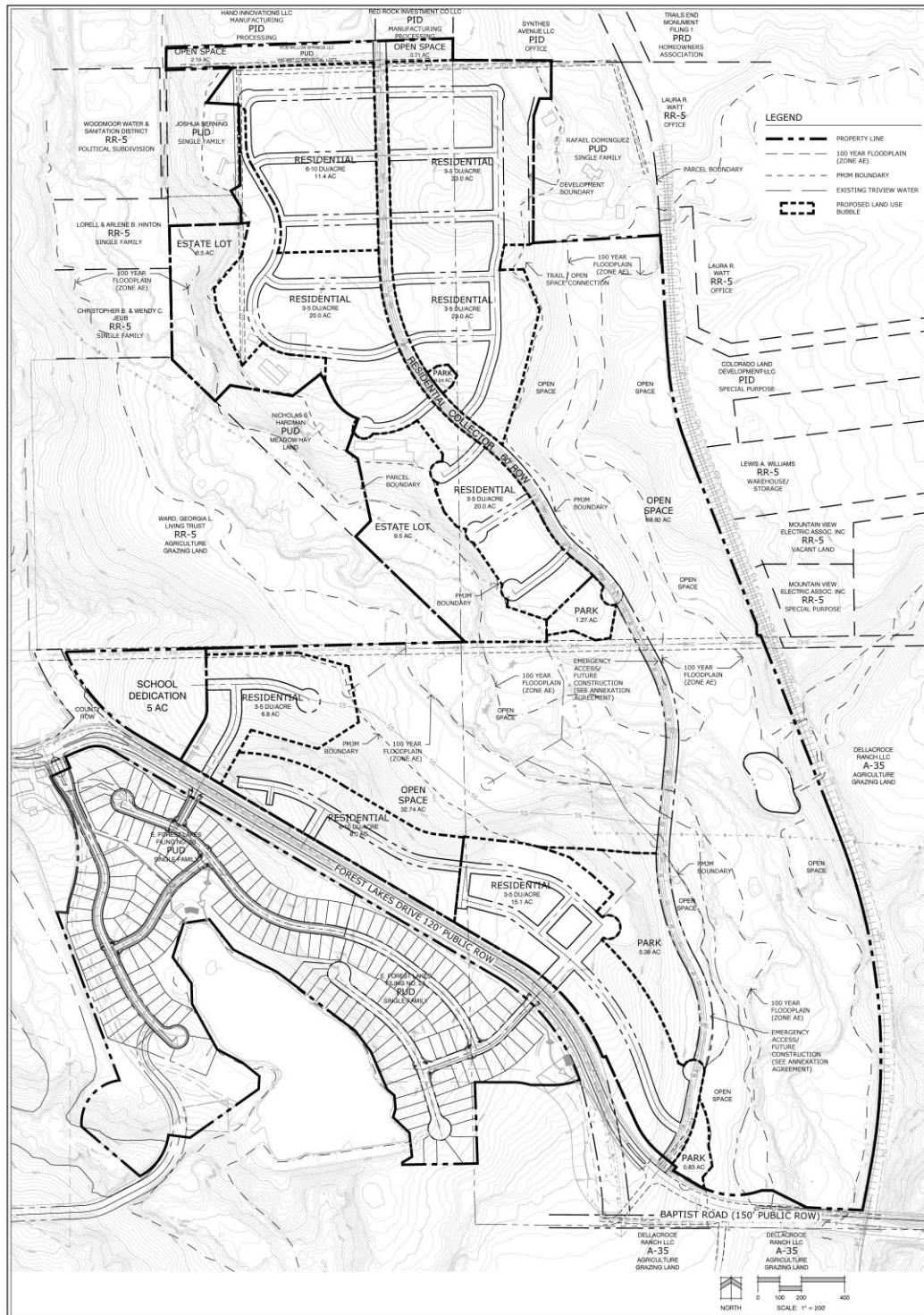
(1) NORTHWESTERLY, 596.39 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 37°33'00", A RADIUS OF 910.00 FEET; AND A CHORD WHICH BEARS NORTH 40°42'54" WEST, A DISTANCE OF 585.77 FEET TO A POINT TANGENT;

(2) NORTH 59°29'23" WEST, A DISTANCE OF 2050.25 FEET TO A POINT OF CURVATURE;

(3) 514.02 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 37°16'48", A RADIUS OF 790.00 FEET AND A CHORD WHICH BEARS NORTH 40°50'59" WEST, A DISTANCE OF 505.00 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27;

THENCE NORTH 88°35'13" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1843.21 FEET TO THE **"POINT OF BEGINNING"**.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 129.107 ACRES OR 5,623,895 SQUARE FEET, MORE OR LESS.



WILLOW SPRINGS - SKETCH PD PLAN

DATE: 5/2/2018

ISSUED FOR: POLO BROWN COMPANY A COLORADO CORPORATION

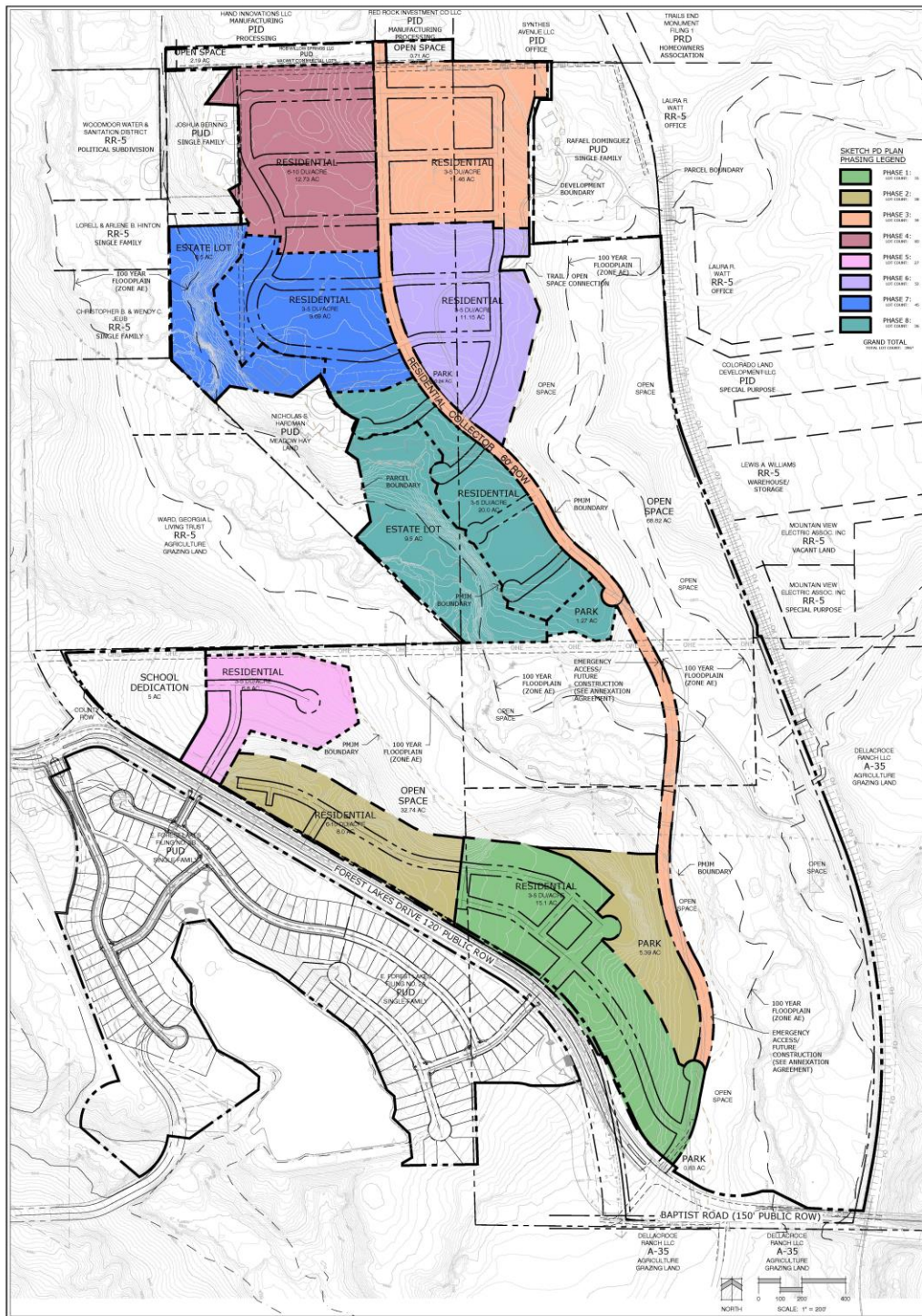
DRAWN BY: K. MARSHALL & R. SAWYER SCALE: 1"=200'

DWG. REF.: J. MAYNARD

DWG. #: 021518-01



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WILLOW SPRINGS - PHASE PLAN

DATE: 5/4/2018
 ISSUED FOR: POLO BROWN COMPANY A COLORADO CORPORATION
 DRAWN BY: K. MARSHALL & R. SAWYER
 DWG. REF.: J. MAYNARD
 SCALE: 1" = 200'
 DWG. #: 021518-01



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