

RESOLUTION NO. 06-21

A RESOLUTION ADOPTING FINDINGS OF FACT AND CONCLUSIONS OF LAW BASED THEREON AND DETERMINING THE ELIGIBILITY FOR ANNEXATION OF PROPERTY KNOWN AS JOVENCHI-1 ADDITION NO. 1 HEREINAFTER MORE SPECIFICALLY DESCRIBED IN EXHIBIT "A"

WHEREAS, in accord with Section 31-12-101, *et seq.*, C.R.S., known as the Municipal Annexation Act of 1965, as amended (the "Annexation Act"), the City Clerk of the City of Colorado Springs received a petition for annexation and an annexation plat for certain territory known as Jovenchi-1 Addition No. 1 annexation, more specifically described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, said petition was signed by persons comprising one hundred percent (100%) of the landowners of the Property to be annexed and owning one hundred percent (100%) of the Property, excluding public streets and alleys, in compliance with the provisions of Article II, Section 30 of the Colorado Constitution, and Section 31-12-107(1) of the Annexation Act; and

WHEREAS, on November 24, 2020, the City Council, acting by resolution, found the petition for annexation to be in substantial compliance with Section 31-12-107(1) C.R.S of the Annexation Act and Section 30 of Article II of the Colorado Constitution, set a hearing to consider the annexation of the Property to the City of Colorado Springs on January 12, 2021, in Council Chambers, City Hall, 107 North Nevada Avenue, Colorado Springs, Colorado, and directed the City Clerk to give notice of said hearing in the manner prescribed in Section 31-12-108 of the Annexation Act; and

WHEREAS, in support of the annexation the following affidavits were filed with City Council: the City Clerk's affidavit dated December 29, 2020 (the "Clerk's Affidavit"), an affidavit of Catherine Carleo, Principal Planner for the City of Colorado Springs dated December 10, 2020 (the "Planner's Affidavit"), and an affidavit from Douglas P. Reinelt, a registered professional land surveyor dated November 3, 2020 (the "Surveyor's Affidavit").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS:

Section 1. City Council finds:

(a) that the City Council of the City of Colorado Springs has conducted a hearing to consider the annexation of the Property, described in Exhibit "A" and commonly known as Jovenchi-1 Addition No. 1 Annexation, on January 12, 2021 at City of Colorado Springs, in Council Chambers, City Hall, 107 North Nevada Avenue, Colorado Springs, Colorado, in accord with the Annexation Act;

(b) that at said hearing, City Council considered the annexation petition and annexation plat, testimony presented, the Clerk's Affidavit, the Planner's Affidavit, the Surveyor's Affidavit, the record of the City Planning Commission's decision recommending annexation, all other relevant information presented;

(c) that the City Clerk has provided notice as directed and said notice complies with the requirements of Section 31-12-108 of the Annexation Act;

(d) that the Annexation Impact Report identified in Section 31-12-108.5 of the Annexation Act was not required because the Property proposed to be annexed is comprised of less than ten (10) acres;

(e) that the Property proposed to be annexed is unincorporated;

(f) that the legal description of the Property on Exhibit "A" is the same as the area described in the annexation petition and the annexation plat;

(g) that at least one-sixth (1/6th) of the boundary of the perimeter of the Property proposed to be annexed is contiguous with the existing boundary of the City of Colorado Springs;

(h) that a community of interest exists between the area proposed to be annexed and the annexing municipality; that said area is urban or will be urbanized in the near future; and that said area is integrated with or is capable of being integrated with the annexing municipality as provided for in Section 31-12-104(b) of the Annexation Act;

(i) no land held in identical ownership within the Property proposed to be annexed has been divided into separate parts or parcels by the boundaries of such annexation without the written consent of the landowner except as such tracts or parcels are separated by a dedicated street, road or other public way;

(j) no land held in identical ownership within the area proposed to be annexed, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprising five (5) acres or more (which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of \$200,000 for ad

valorem tax purposes for the next year preceding the annexation), has been included within the boundary of the area proposed to be annexed without the written consent of the landowners;

(k) that no annexation of all or any part of the Property has been commenced by any other municipality;

(l) the proposed annexation will not result in the detachment of an area from any school district and attachment of the same area to another school district;

(m) the proposed annexation will not extend boundaries of the city limits of the City of Colorado Springs more than three (3) miles in any direction from the municipal boundary;

(n) in establishing the boundaries of the Property proposed to be annexed, if a portion of a platted street or alley is annexed, the entire width of said street or alley is included within the Property proposed to be annexed;

(o) the applicable requirements of Section 31-12-105 of the Annexation Act have been satisfied;

(p) no petition for election has been received nor is an election otherwise required under the provisions of Section 31-12-107(2) of the Annexation Act;

(q) the annexation of the Property, commonly known as Jovenchi-1 Addition No. 1 Annexation and legally described in Exhibit "A" attached hereto, meets the requirements of and fully complies with Part 1 of Article 12 of Title 31 C.R.S., the Municipal Annexation Act of 1965 as amended, and Section 30 of Article II of the Colorado Constitution;

(r) the Property is eligible for annexation to the City of Colorado Springs.

Section 2. The annexation agreement between the owner of the Property and the City, attached hereto as Exhibit "B" and incorporated herein by reference (the "Annexation Agreement"), is hereby approved.

Section 3. The Mayor is hereby authorized to execute the Annexation Agreement.

Dated at Colorado Springs, Colorado this 12th day of January, 2021.



Council President

ATTEST:


Sarah B. Johnson, City Clerk





619 N. Cascade Avenue, Suite 200 (719) 785-0790
Colorado Springs, Colorado 80903 (719) 785-0799 (Fax)

JOB NO. 2081.25-01
OCTOBER 1, 2019
REVISED NOVEMBER 4, 2019
PAGE 1 OF 2

LEGAL DESCRIPTION: JOVENCHI-I

A PORTION OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTHERLY BOUNDARY OF DEER CREEK AT NORTHGATE FILING NO. 1, RECORDED UNDER RECEPTION NO. 201078881, RECORDS OF EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE WESTERLY END BY A 1-1/2 INCH ALUMINUM SURVEYORS CAP STAMPED "JR ENG LTD RLS 32820" FLUSH WITH GROUND AND AT THE EASTERLY END BY A ONE INCH RED PLASTIC CAP "LS 1593" FLUSH WITH GROUND IS ASSUMED TO BEAR S88°58'48"W, A DISTANCE OF 1806.87 FEET.

COMMENCING AT THE SOUTHWESTERLY CORNER OF DEER CREEK AT NORTHGATE FILING NO. 1, RECORDED UNDER RECEPTION NO. 201078881, RECORDS OF EL PASO COUNTY, COLORADO;

THENCE S44°57'12"E, A DISTANCE OF 3455.01 FEET TO A POINT ON CURVE SAID POINT BEING ON THE SOUTHERLY LINE FLYING HORSE RANCH ADDITION RECORDED UNDER RECEPTION NO. 204011499 AND THE NORTHERLY BOUNDARY OF PARCEL 1REXV-E AS DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 205019873 SAID POINT BEING THE POINT OF BEGINNING;

THENCE ON THE ARC OF CURVE TO THE LEFT ON SAID SOUTHERLY LINE OF FLYING HORSE RANCH ADDITION AND SAID NORTHERLY BOUNDARY OF PARCEL 1REXV-E, WHOSE CENTER BEARS N19°52'01"W, HAVING A DELTA OF 44°22'31", A RADIUS OF 1372.50 FEET AND A DISTANCE OF 1062.99 FEET TO A POINT ON CURVE;

THENCE S20°15'38"W, ON THE EASTERLY BOUNDARY OF SAID PARCEL 1REXV-E A DISTANCE OF 235.05 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF PARCEL ONE AS DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 205019873;

THENCE S20°14'46"W, ON THE EASTERLY BOUNDARY OF SAID PARCEL ONE A DISTANCE OF 234.33 FEET TO A POINT ON CURVE SAID POINT BEING THE SOUTHERLY BOUNDARY OF SAID PARCEL ONE AND THE NORTHERLY LINE OF BRIARGATE ADDITION NO. 5, AS DESCRIBED IN A DOCUMENT RECORDED IN PLAT BOOK S-3 AT PAGE 10;

THENCE ON THE ARC OF A CURVE TO THE RIGHT ON SAID SOUTHERLY BOUNDARY OF PARCEL ONE AND THE NORTHERLY LINE OF BRIARGATE ADDITION NO. 5, WHOSE CENTER BEARS N46°00'53"W, HAVING A DELTA OF 17°31'07", A RADIUS OF 1492.50 FEET AND A DISTANCE OF 456.34 FEET TO A POINT ON CURVE SAID POINT BEING THE NORTHWESTERLY CORNER OF SAID BRIARGATE ADDITION NO. 5 AND THE NORTHEASTERLY CORNER OF PARCEL NO. 1REXV-EA AS DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 205019873;

THENCE S00°15'05"W, ON THE WESTERLY LINE OF SAID BRIARGATE ADDITION NO. 5 AND THE EASTERLY BOUNDARY OF SAID PARCEL NO. 1REXV-EA A DISTANCE OF 32.94 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL NO. 1REXV-EA SAID POINT BEING THE NORTHEASTERLY CORNER OF THE RESERVE AT NORTH CREEK ANNEXATION PLAT AS RECORDED UNDER RECEPTION NO. 217713917;

THENCE N76°16'13"W, ON THE SOUTHERLY BOUNDARY OF SAID PARCEL NO. 1REXV-EA AND THE NORTHERLY LINE OF SAID THE RESERVE AT NORTH CREEK ANNEXATION PLAT A DISTANCE OF 43.91 FEET TO THE SOUTHERLY CORNER OF SAID PARCEL 1REXV-E;

THENCE ON THE SOUTHERLY AND WESTERLY BOUNDARY OF SAID PARCEL 1REXV-E BEING ALSO THE NORTHERLY AND EASTERLY LINE OF SAID THE RESERVE AT NORTH CREEK ANNEXATION PLAT THE FOLLOWING (3) THREE COURSES:

1. CONTINUING N76°16'13"W, A DISTANCE OF 10.67 FEET TO A POINT OF CURVE;

EXHIBIT A



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2. ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 24°15'22", A RADIUS OF 441.27 FEET AND A DISTANCE OF 186.81 FEET TO A POINT ON CURVE;
3. N10°31'34"W, A DISTANCE OF 36.31 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 2.088 ACRES.

LEGAL DESCRIPTION STATEMENT:

I, DOUGLAS P. REINELT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.



DOUGLAS P. REINELT, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 30118
FOR AND ON BEHALF OF CLASSIC CONSULTING
ENGINEERS AND SURVEYORS

NOV 04, 2019
DATE

**JOVENCHI-1 ADDITION NO. 1
ANNEXATION AGREEMENT**

THIS ANNEXATION AGREEMENT "Agreement", dated this 8 day of October, 2020, is between the City of Colorado Springs, a home rule city and Colorado municipal corporation ("City"), and Jovenchi-1 LLC ("Owners" or "Property Owners").

I.
INTRODUCTION

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

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

II.
ANNEXATION

The Owners have petitioned the City for annexation of the Property as set forth in Exhibit A. The annexation will become effective upon final approval by the City Council and the recording of this annexation agreement, the annexation plat, the Jovenchi-1 Addition No. 1 Annexation special warranty deed and irrevocable consent to the appropriation, withdrawal, and use of groundwater as forth in Exhibit B and the annexation ordinance with the El Paso County Clerk and Recorder.

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

III.
LAND USE

As provided in City Code, the Manager of the City Planning and Development Department has waived the requirement of submission of a land use master plan for this annexation because it meets the criteria in section 7.5.403B. The Jovenchi-1 Addition No. 1 Concept Statement for the Property has been proposed and submitted to the City for approval.

IV.
ZONING

A. **Zoning**. This A (Agricultural) zone is only a holding zone until the owner is ready to develop the property. At the time of development, the owner will need to petition the City for a zoning that is appropriate for development at this location. At that time, a full public process is recommended to discuss potential land uses. No potential land uses are established with this zoning.

B. **Change of Zoning**. Any future change of zone request shall conform to the City Code, as approved or as amended by the City in the future.

V.

E. Parks: Any residential uses are subject to park fees.

F. Schools: Any residential uses are subject to school fees.

G. Improvements Adjacent to Park and School Lands. Streets and other required public improvements adjacent to park and school lands dedicated within the Property will be built by the Owner without reimbursement by the City or the School District.

VI.

UTILITY SERVICES

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

Owners shall ensure that the connections and/or extensions of Utility Services to the Property are in accordance with this Agreement and with the requirements of City Code and UTILITIES' Tariffs, URRs, and Standards, and Pikes Peak Regional Building Department codes in effect at the time of Utility Service application, connection and/or extension. Owners acknowledge responsibility for the costs of any extensions or utility system improvements that are necessary to provide Utility Services to the Property or to ensure timely development of integrated utility systems serving the Property and areas outside the Property as determined by UTILITIES.

Owners acknowledge that UTILITIES' connection requirements shall include Owners' payment of all applicable development charges, recovery-agreement charges, advance recovery-agreement charges, aid-to-construction charges and other charges or fees applicable to the requested Utility Service. Because recovery agreement charges, advance recovery-agreement charges, and aid-to-construction charges may vary over time and by location, Owners are responsible for contacting UTILITIES' Customer Contract Administration at (719) 668-8111 to ascertain which charges or fees apply to the Property in advance of Property development.

B. Dedications and Easements: Notwithstanding anything contained in Article XI. of this Agreement to the contrary, Owners, at Owners' sole cost and expense, shall dedicate by plat and/or convey by recorded document, all property (real and personal) and easements that UTILITIES determines are required for any utility-system facilities necessary to serve the Property or to ensure development of an integrated utility system. UTILITIES shall determine the location and size of all property necessary to be dedicated or otherwise conveyed.

Owners shall provide UTILITIES all written, executed conveyances prior to or at the time of platting or prior to the development of the Property as determined by UTILITIES. If not done before platting through separate instrument(s), Owners are required to dedicate public utility easements at the time of platting where utility facilities cross the Property; or alternatively, Owners may relocate such facilities and dedicate public utility easements in the locations where such facilities are relocated. Currently overhead electric lines traverse the Property and a gas main runs underground through the Property.

Further, all dedications and conveyances of real property must comply with the City Code, the City Charter, and UTILITIES Tariffs, URRs, and Standards, and shall be subject to UTILITIES' environmental review. Neither the City nor UTILITIES has any obligation to accept any real property interests. All easements by

water transmission and distribution pipelines, or other water system facilities and appurtenances, and any wastewater pump stations, wastewater pipeline facilities, or other wastewater collection facilities and appurtenances.

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

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

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

VII. WATER RIGHTS

As provided in the Special Warranty Deed and Irrevocable Consent to the Appropriation, Withdrawal and Use of Groundwater ("Deed"), which is attached to this Agreement and hereby incorporated by reference, Owners grant to the City, all right, title and interest, including without limitation inchoate rights, to any and all groundwater underlying or appurtenant to and used upon the Property, and any and all other water rights appurtenant to the Property (collectively referred to as "the Water Rights"), together with the sole and exclusive right to use the Water Rights and all rights of ingress and egress required by the City to appropriate, withdraw and use the Water Rights. The Deed conveying the Water Rights shall be executed by the Owners concurrently with this Agreement and shall be made effective upon the date of the City Council's final approval of the annexation of the Property. The Deed shall be recorded concurrent with the recording of the annexation agreement, annexation plat, and annexation ordinance at the El Paso County Clerk and Recorder's office.

Furthermore, pursuant to C.R.S. § 37-90-137(4), as now in effect or hereafter amended, on behalf of Owners and all successors in title, Owners irrevocably consent to the appropriation, withdrawal and use by the City of all groundwater underlying or appurtenant to and used upon the Property.

In the event the City chooses to use or further develop the Water Rights that have been conveyed, Owners agree to provide any and all easements required by the City prior to the construction and operation of any City

- B. 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 liens and/or 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

Not applicable.

XIII.
ORDINANCE COMPLIANCE

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

XIV.
ASSIGNS AND DEED OF TRUST HOLDERS

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

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

XV.
RECORDING

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

XVI.
AMENDMENTS

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the
____ day and ____ year first written above.

CITY OF COLORADO SPRINGS

BY: _____
John Suthers, Mayor



ATTEST:

BY: _____
Sarah B. Johnson, City Clerk

APPROVED AS TO FORM:

BY:  _____
Ben Bolinger, City Attorney

**EXHIBIT A
LEGAL DESCRIPTION**

A PORTION OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTHERLY BOUNDARY OF DEER CREEK AT NORTHGATE FILING NO. 1, RECORDED UNDER RECEPTION NO. 201078881, RECORDS OF EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE WESTERLY END BY A 1-1/2 INCH ALUMINUM SURVEYORS CAP STAMPED "JR ENG LTD RLS 32820" FLUSH WITH GROUND AND AT THE EASTERLY END BY A ONE INCH RED PLASTIC CAP "LS 1593" FLUSH WITH GROUND IS ASSUMED TO BEAR S88°58'48"W, A DISTANCE OF 1806.87 FEET.

COMMENCING AT THE SOUTHWESTERLY CORNER OF DEER CREEK AT NORTHGATE FILING NO. 1, RECORDED UNDER RECEPTION NO. 201078881, RECORDS OF EL PASO COUNTY, COLORADO;

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EXHIBIT B
SPECIAL WARRANTY DEED AND IRREVOCABLE CONSENT
TO THE APPROPRIATION, WITHDRAWAL AND USE OF GROUNDWATER
JOVENCHI-1 ADDITION NO. 1 ANNEXATION

(Owner) ("Grantor(s)", whose address is PO Box 1204, Monument, Colorado, in consideration of the benefits received pursuant to the Jovenchi-1 Addition No. 1 Annexation Agreement dated October 8, 2020 ("Annexation Agreement"), which is executed by Grantor(s) concurrently with this Special Warranty Deed, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, sell and convey to the City of Colorado Springs, Colorado ("Grantee"), whose address is 30 S. Nevada Avenue, Colorado Springs, CO 80903, all right, title, and interest in any and all groundwater underlying or appurtenant to and used upon the property described in Exhibit A ("Property"), including without limitation any inchoate rights to develop such groundwater, and any and all other water rights appurtenant to the Property collectively referred to as the "Water Rights", together with the sole and exclusive right to use the Water Rights and all rights of ingress and egress required by the Grantee to appropriate, withdraw and use the Water Rights; and Grantor(s) warrants title to the same against all claims arising by, through, or under said Grantor(s).

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

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

Executed this 8 day of October, 2020.

GRANTOR(s):

By: Sheila M. Venezia

Name: Sheila M Venezia

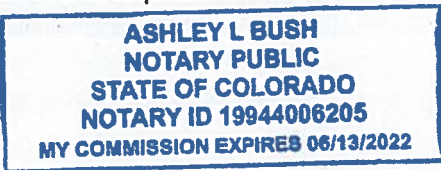
Title: Manager
(Owner)

STATE OF Colorado)

COUNTY OF El Paso)) ss.

The foregoing instrument was acknowledged before me this 8th day of October, 2020, by Sheila M. Venezia, manager of Jovenchi-1, LLC. Grantor.

Witness my hand and official seal.
My Commission Expires:



[Signature]
Notary Public

Accepted by the City of Colorado Springs

By: Douglas Huddy this 15 day of October, 2020
Real Estate Services Manager

Exhibit A
LEGAL DESCRIPTION

To the Special Warranty Deed and Irrevocable Consent to the Appropriation, Withdrawal and Use of Groundwater executed by JOVENCHI-1 LLC, Grantor(s) on _____.

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BASIS OF BEARINGS: THE SOUTHERLY BOUNDARY OF DEER CREEK AT NORTHGATE FILING NO. 1, RECORDED UNDER RECEPTION NO. 201078881, RECORDS OF EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE WESTERLY END BY A 1-1/2 INCH ALUMINUM SURVEYORS CAP STAMPED "JR ENG LTD RLS 32820" FLUSH WITH GROUND AND AT THE EASTERLY END BY A ONE INCH RED PLASTIC CAP "LS 1593" FLUSH WITH GROUND IS ASSUMED TO BEAR S88°58'48"W, A DISTANCE OF 1806.87 FEET.

COMMENCING AT THE SOUTHWESTERLY CORNER OF DEER CREEK AT NORTHGATE FILING NO. 1, RECORDED UNDER RECEPTION NO. 201078881, RECORDS OF EL PASO COUNTY, COLORADO;

THENCE S44°57'12"E, A DISTANCE OF 3455.01 FEET TO A POINT ON CURVE SAID POINT BEING ON THE SOUTHERLY LINE FLYING HORSE RANCH ADDITION RECORDED UNDER RECEPTION NO. 204011499 AND THE NORTHERLY BOUNDARY OF PARCEL 1RE VX-E AS DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 205019873 SAID POINT BEING THE POINT OF BEGINNING;

THENCE ON THE ARC OF CURVE TO THE LEFT ON SAID SOUTHERLY LINE OF FLYING HORSE RANCH ADDITION AND SAID NORTHERLY BOUNDARY OF PARCEL 1RE VX-E, WHOSE CENTER BEARS N19°52'01"W, HAVING A DELTA OF 44°22'31", A RADIUS OF 1372.50 FEET AND A DISTANCE OF 1062.99 FEET TO A POINT ON CURVE;

THENCE S20°15'38"W, ON THE EASTERLY BOUNDARY OF SAID PARCEL 1RE VX-E A DISTANCE OF 235.05 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF PARCEL ONE AS DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 205019873;

THENCE S20°14'48"W, ON THE EASTERLY BOUNDARY OF SAID PARCEL ONE A DISTANCE OF 234.33 FEET TO A POINT ON CURVE SAID POINT BEING THE SOUTHERLY BOUNDARY OF SAID PARCEL ONE AND THE NORTHERLY LINE OF BRIARGATE ADDITION NO. 5, AS DESCRIBED IN A DOCUMENT RECORDED IN PLAT BOOK S-3 AT PAGE 10;