

**SUMMIT VIEW ADDITION NO. 1
ANNEXATION AGREEMENT**

THIS ANNEXATION AGREEMENT "Agreement", dated this 6 day of January, 2015, is between the City of Colorado Springs, a home rule city and Colorado municipal corporation ("City"), and Templeton Gap Development LLC and Rocky Mountain Baptist Temple all together herein referred to as the "Owner" or "Property Owner"). The City and Owner together may be referred to as the Parties, or separately as a Party.

**I.
INTRODUCTION**

The Owner owns all the real property located in El Paso County, Colorado, identified and described on the legal description attached as Exhibit A ("Property" or "Owner's 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 funds for the installation of infrastructure needed to serve the Property and, therefore, desires to clarify Owner's obligations for installation of or payment for any off-site infrastructure or improvements and cost recoveries available to the Owner for services to the Property. 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 Owner has 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 Summit View Addition No. 1 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.

**III.
LAND USE**

The Summit View Development Land Use Plan for the Property has been proposed and submitted to the City for approval. Owners will comply with the approved Land Use Plan and subsequent amendments approved in accord with the Unified Development Code of the Code of the City of Colorado Springs 2001, as amended ("UDC").

**IV.
ZONING**

Zoning. The City agrees to recommend that the initial zone for the Owner's Property shall be R-Flex Medium with Airport Overlay (AP-O) upon annexation. While zoned R-Flex Medium / AP-O (Airport Overlay), a development plan shall be required for any use. Owners acknowledge the Property shall also be established with an Avigation Easement over the entire Property. Owners acknowledge and understand that City Council determines the appropriate zone for the Property, and the City's recommended zone, does not bind Planning Commission or City Council.

approved by the City in its sole discretion, and grant a 50-foot wide public trail easement to the City on the future Plat application. The 50-foot wide easement shall encompass the Public Homestead Trail. Any residential uses are subject to applicable land dedication requirements for neighborhood and community park land as required by the Uniform Development Code (UDC).

F. Schools: Any residential uses are subject to school fees as required by the UDC.

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 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 has paid all applicable charges and fees and meets all applicable requirements of the City's Code of Ordinances ("City Code"), UTILITIES Tariffs, Utilities Rules and Regulations ("URRs"), and Line Extension and Service Standards ("Standards") for each Utility-Service application. In addition, the availability of Utility Services is contingent upon the terms detailed herein and the dedication or conveyance of real and personal property, public rights-of-way, private rights-of-way, or easements that UTILITIES determines are required for the extension of any proposed Utility Service from UTILITIES' utility system facilities that currently exist or that may exist at the time of the proposed extension or connection.

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

Owners acknowledge that UTILITIES' connection requirements shall include Owners' payment of all applicable charges and fees, including without limitation, development charges, water resource fees, recovery-agreement charges, advance recovery-agreement charges, aid-to-construction charges and other fees or charges applicable to the requested Utility Service. Because recovery agreement charges, advance recovery-agreement charges, and aid-to-construction charges may vary over time and by location, Owners are responsible for contacting UTILITIES' Customer Contract Administration at (719) 668-8111 to ascertain which fees or charges apply to the Property in advance of development of the Property.

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

Owners shall provide UTILITIES all written, executed conveyances prior to or at the time of platting or prior to the development of the Property as determined by UTILITIES.

Further, all dedications and conveyances of real property must comply with the City Code, the City Charter, and UTILITIES Tariffs, URRs, and Standards, and shall be subject to UTILITIES' environmental review. Neither the City nor UTILITIES has any obligation to accept any real property interests. All easements by separate instrument shall be conveyed using UTILITIES' then-current Permanent Easement Agreement form without modification unless approved by UTILITIES.

If Owners, with prior written approval by UTILITIES, relocate, require relocation, or alter any existing utility facilities within the Property, then the relocation or alteration of these facilities shall be at the Owners' sole cost and expense. If UTILITIES determines that Owners' relocation or alteration requires new or updated easements, then Owners shall convey those easements prior to relocating or altering the existing utility facilities using UTILITIES' then-current Permanent Easement Agreement form without modification unless approved by UTILITIES. UTILITIES will only relocate existing gas or electric facilities during time frames and in a manner that UTILITIES determines will minimize outages and loss of service.

C. Extension of Utility Facilities by UTILITIES:

1. **Natural Gas and Electric Facilities:** Subject to the provisions of this Article, City Code, and UTILITIES Tariffs, URRs, and Standards, UTILITIES will extend electric and gas service to the Property if UTILITIES, in its sole discretion, determines there will be no adverse effect to any Utility Service or utility easement. Owners shall cooperate with UTILITIES to ensure that any extension of gas or electric facilities to serve the Property will be in accordance with City Code and UTILITIES Tariffs, URRs, and Standards. UTILITIES, in its sole discretion, may require Owners to enter into a Revenue Guarantee Contract for the extension of any electric service or facilities, including any necessary electric transmission or substation facilities. If any portion of the Property is located outside UTILITIES' electric service territory prior to annexation, then upon annexation:

- a. Owners shall be solely responsible for providing the just compensation for electric distribution facilities and service rights specified in C.R.S. §§ 40-9.5-204 plus all costs and fees, including but not limited to, attorneys' fees that UTILITIES incurs as a result of or associated with the acquisition of such electric service territory; and
- b. Owners shall be solely responsible for all costs: (1) to remove any existing electric distribution facilities within the Property that were previously installed by the then-current electric service provider ("Existing Facilities"); and (2) to convert any overhead electric lines to underground service lines ("Conversion") as determined by UTILITIES.
- c. Within 30 days of Owners' receipt of an invoice for the following:
 1. Owners shall pay the former electric service provider, directly, for the just compensation specified in C.R.S. §§ 40-9.5-204 (1) (a) and 40-9.5-204 (1) (b); and
 2. If the former electric service provider removes the Existing Facilities, then Owners shall pay the former electric service provider directly for the removal of any Existing Facilities.
 3. Further, Owners shall pay UTILITIES the just compensation specified in C.R.S. §§ 40-9.5-204 (1) (c) and 40-9.5-204 (1) (d) within 30 days of Owners' receipt of an invoice for such costs.
 4. Owners shall also pay for any Conversion required by UTILITIES as a result of such annexation concurrent with the execution of a contract between the Owners and UTILITIES that specifies the terms of Conversion.

2. Permanent Natural Gas Service

a. Greenhouse Gas Emissions

Given new and changing regulations regarding greenhouse gas (GHG) emissions, UTILITIES may require improvements above and beyond requirements in effect at the time of annexation, such as beneficial electrification, battery storage, solar, or other options, to meet regulatory

requirements; provided, however, that UTILITIES agrees that all such UTILITIES' requirements shall be uniformly applied to all similarly situated UTILITIES' customers. Further, the Owner acknowledges that UTILITIES may refuse new connections to its natural gas service system if state or federal regulations dictate or if UTILITIES determines such action is necessary or desirable to meet state GHG emission reduction targets; provided, however, that UTILITIES agrees that any such refusal of new connections shall be uniformly applied to all similarly situated prospective UTILITIES' customers.

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

D. Water and Wastewater System Extensions by Owners: Owners must extend, design, and construct all potable and non-potable water system facilities and appurtenances, and all wastewater collection system facilities, wastewater pump stations, and any water or wastewater service lines to and within the Property at Owners' sole cost and expense in accordance with City Code and UTILITIES' Tariffs, URRs, and Standards in effect at the time of each specific request for water or wastewater service. Consistent with City Code § 7.4.303(B)(2) and 7.4.306(B)(2), Owners shall complete the design and installation, and obtain preliminary acceptance of such utility facilities, prior to UTILITIES' approval of Owners' water and wastewater service requests. Notwithstanding the above requirements, UTILITIES may enter into cost-sharing agreements with Owners for water and wastewater system expansions based on a determination of benefit to UTILITIES, in UTILITIES' sole discretion.

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

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

VII.
WATER RIGHTS

As provided in the Special Warranty Deed and Irrevocable Consent to the Appropriation, Withdrawal and Use of Groundwater (“Deed”), which is attached to this Agreement and hereby incorporated by reference, Owners grant to the City, all right, title and interest to any and all groundwater underlying or appurtenant to and used upon the Property, and any and all other water rights appurtenant to the Property (collectively referred to as “the Water Rights”), together with the sole and exclusive right to use the Water Rights and all rights of ingress and egress required by the City to appropriate, withdraw and use the Water Rights. The Deed conveying the Water Rights shall be executed by the Owners concurrently with this Agreement and shall be made effective upon the date of the City Council’s final approval of the annexation of the Property. The Deed shall be recorded concurrent with the recording of the annexation agreement, annexation plat, and annexation ordinance at the El Paso County Clerk and Recorder’s office.

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

In the event the City chooses to use or further develop the Water Rights that have been conveyed, Owners agree to provide any and all easements required by the City prior to the construction and operation of any City well or water rights related infrastructure on the Property. Wells constructed by the City outside the Property may withdraw groundwater under Owners’ Property without additional consent from Owners.

Upon recording of the Deed, any wells or groundwater developed by Owners prior to recording will become subject to UTILITIES’ applicable Tariffs, URRs, Standards, and rates as amended in the future. Owners’ uses of groundwater shall be subject to approval by the City and UTILITIES, and shall be consistent with City Code, UTILITIES’ Tariffs, URRs, Standards, and the City’s resolutions and policies for the use of groundwater now in effect or as amended in the future. No commingling of well and City water supply will be permitted. If Owners determine not to use any existing wells on the Property, Owners shall plug and abandon any such wells on the Property in compliance with the State of Colorado Division of Water Resources (“DWR”) procedures and provide UTILITIES with a copy of such DWR abandonment approval prior to receiving utility service from UTILITIES.

VIII.
FIRE PROTECTION

Not applicable.

IX.
FIRE PROTECTION FEE

The Owner shall be subject to the requirements of UDC section 7.5.532 regarding Citywide Development Impact Fees.

X.
POLICE SERVICE FEE

The Owner shall be subject to the requirements of UDC section 7.5.532 regarding Citywide Development Impact Fees.

XI.
PUBLIC LAND DEDICATION

Owner agrees that any land dedicated or deeded for municipal or utility purposes, including park and school sites, shall be platted and all applicable development fee obligations paid, and shall be free and clear of liens and encumbrances. All fees that would be applicable to the platting of land that is to be dedicated to the City (including park and school land) shall be paid by 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 addition, any property dedicated by deed shall be subject to the following:

- A. All property deeded to the City shall be conveyed by General Warranty Deed.
- B. 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

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 "Owner" or "Property 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.

Owner affirmatively states that there exist no outstanding deeds of trust or other similar liens or encumbrances against the Property.

XV.
RECORDING

This Agreement and any subsequent amendments 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 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 joint agreement between the City and any party, including their respective successors, transferees, or assigns, without the consent of any other non-City party or its successors, transferees, or assigns but only as applied to the property owned by the amending party at the time of the amendment. 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.

XVII.
HEADINGS

The headings for the different sections of this Agreement are for convenience and reference only and do not define or limit the scope or intent of any of the language of the Agreement and shall not be construed to affect in any manner the terms or the interpretation or construction of the Agreement.

XVIII.
DEFAULT AND REMEDIES

If either Owner or City fails to perform any material obligation under this Agreement, and fails to cure the default within thirty (30) days following notice from the non-defaulting party of that breach, then a breach of this Agreement will be deemed to have occurred and the non-defaulting party will be entitled, at its election, to either cure the default and recover the cost thereof from the defaulting party, or pursue and obtain against the defaulting party an order for specific performance of the obligations under this Agreement and, in either instance, recover any actual damages incurred by the non-defaulting party as a result of that breach, including recovery of its costs and reasonable attorneys' fees incurred in the enforcement of this Agreement, as well as any other remedies provided by law.

XIX.
GENERAL

Except as specifically provided in this Agreement, City agrees to treat 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. City agrees not to impose any fee, levy or tax or impose any conditions upon the approval of development requests, platting, zoning or issuance of any building permits for the Property, or make any assessment on the Property that is not uniformly applied throughout the City, except as specifically provided in this Agreement or authorized pursuant to the City Code. Any 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 Owner and City shall continue to be bound by all terms and provisions of this Agreement.

XX.
SEVERABILITY

If any provision of this Agreement is for any reason and to any extent held to be invalid or unenforceable, then such finding shall not affect either the remainder of the Agreement or the application of the provisions to other entities.

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

CITY OF COLORADO SPRINGS

BY: _____
Blessing A. Mobolade, Mayor

ATTEST:

BY: _____
Sarah B. Johnson, City Clerk

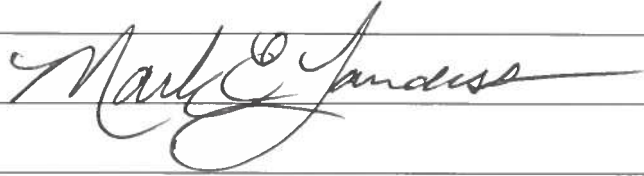
APPROVED AS TO FORM:

BY:  _____
Office of the City Attorney

OWNER :
Rocky Mountain Baptist Temple

By: President

Name: Mark E Landess



Title: President
(Owner)

ACKNOWLEDGMENT

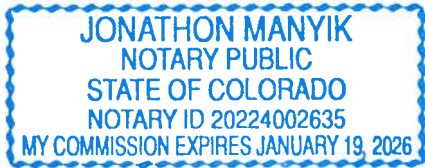
STATE OF COLORADO)

) ss.

COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 6th day of JANUARY, 2025, by MARK E. LANDESS, as PRESIDENT for and on behalf of Rocky Mountain Baptist Temple

Witness my hand and notarial seal.
My commission expires: 1-19-2026



Notary Public

DEED OF TRUST HOLDER:

Rocky Mountain Baptist Temple

By: Mark Landess



Title: President

ACKNOWLEDGMENT

STATE OF COLORADO)

) ss.

COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 6th day of JANUARY, 20 25,
by MARK LANDESS as PRESIDENT.

Witness my hand and notarial seal.

My commission expires: 1-19-2026



Notary Public

OWNER : [Signature]
Templeton Gap Development LLC

By: President [Signature]

Name: Rob Fuller

Title: President
(Owner)

ACKNOWLEDGMENT

STATE OF Utah)

) ss.

COUNTY OF Utah)

The foregoing instrument was acknowledged before me this _____ day of December, 2024 by Rob Fuller, as President for and on behalf of Templeton Gap Development LLC

Witness my hand and notarial seal.
My commission expires: 4/8/2028

[Signature]
Notary Public

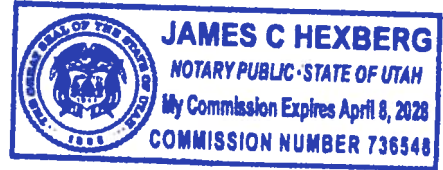


EXHIBIT A

LEGAL DESCRIPTION

December 12, 2024
Job No. 2445-00
Page 1 of 2

EXHIBIT "A"

LEGAL DESCRIPTION:

A TRACT OF LAND BEING A PORTION OF LOT 2, ALL OF LOT 3, LOT 4, LOT 18, LOT 19, AND A PORTION OF APALOOSA DRIVE AS PLATTED IN TEMPLETON HEIGHTS SUBDIVISION, RECORDED IN PLAT BOOK G-2, PAGE 20 COUNTY OF EL PASO, STATE OF COLORADO TOGETHER WITH THAT TRACT OF LAND DESCRIBED BY DEED RECORDED IN BOOK 1960 AT PAGE 365 OF THE RECORDS OF EL PASO COUNTY, COLORADO, BEING A PORTION THE SOUTH HALF OF SECTION 13, TOWNSHIP 13 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

THE NORTHWESTERLY BOUNDARY LINE OF LOT 1, TEMPLETON HEIGHTS SUBDIVISION, RECORDED IN PLAT BOOK G-2, PAGE 20, BEING MONUMENTED AT EACH END BY A 1/2" IRON PIPE, AT GROUND LEVEL, ASSUMED TO BEAR N50°22'10"E.

COMMENCING AT THE NORTHWEST CORNER OF TEMPLETON HEIGHTS SUBDIVISION, RECORDED IN PLAT BOOK G-2, PAGE 20, SAID POINT BEING THE POINT OF BEGINNING.

THENCE ON THE BOUNDARY OF SAID PARCEL DESCRIBED IN THE DEED RECORDED IN BOOK 1960 AT PAGE 365, THE FOLLOWING THREE (3) COURSES:

1. N50°22'10"E A DISTANCE OF 726.61 FEET;
2. S39°37'50"1"E A DISTANCE OF 599.52 FEET TO A POINT ON THE NORTHERLY LINE OF SAID TEMPLETON HEIGHTS SUBDIVISION;
3. S89°53'43"W ON SAID NORTHERLY LINE A DISTANCE OF 693.07 FEET TO THE NORTHEAST CORNER OF LOT 4, AS PLATTED IN SAID TEMPLETON HEIGHTS SUBDIVISION;

THENCE S00°08'17"E ON SAID LOT 4, A DISTANCE OF 670.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF APALOOSA WAY AS PLATTED IN SAID TEMPLETON HEIGHTS SUBDIVISION; THENCE N89°53'43" ON SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 63.80 FEET; THENCE S00°08'17"E A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID APALOOSA DRIVE, SAID POINT BEING THE NORTHEAST CORNER OF LOT OF LOT 18, AS PLATTED IN SAID TEMPLETON HEIGHTS SUBDIVISION; THENCE CONTINUING S00°08'17"E ON SAID EAST BOUNDARY LINE OF SAID LOT 18 A DISTANCE OF 590.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 18, THENCE S89°53'43"W THE SOUTHERLY BOUNDARY LINE OF SAID TEMPLETON HEIGHTS SUBDIVISION ALSO BEING ON THE NORTHERLY LINE OF TEMPLETON HEIGHTS ADDITION NO 1 ANNEXATION, A DISTANCE OF 934.87 FEET TO THE SOUTHWEST CORNER OF LOT 19 OF SAID TEMPLETON HEIGHTS SUBDIVISION; THENCE CONTINUING ON THE NORTHERLY LINE OF SAID TEMPLETON HEIGHTS ADDITION NO 1 ANNEXATION THE FOLLOWING TWO (2) COURSES:

1. N22°46'24"E A DISTANCE OF 287.67 FEET;
2. N87°38'10"W A DISTANCE OF 680.09 FEET TO A POINT ON CURVE SAID POINT BEING ON THE EASTERLY BOUNDARY LINE OF PRING RANCH ADDITION NO. 6 ANNEXATION;

THENCE ON SAID EASTERLY BOUNDARY LINE THE FOLLOWING TWO (2) COURSES:

December 12, 2024
Job No. 2445-00
Page 2 of 2

1. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 7°39'40", A RADIUS OF 3,779.77 FEET, A DISTANCE OF 505.40 FEET, WHOSE CHORD BEARS N46°30'55"E A DISTANCE OF 505.02 FEET TO A POINT ON CURVE.
2. N50°22'10"E A DISTANCE OF 1,066.58 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1,393.943 SQUARE FEET OR 32.001 ACRES MORE OR LESS.

LEGAL DESCRIPTION STATEMENT

I, JONATHAN W. TESSIN, A REGISTERED 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.



JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 33196
FOR AND ON BEHALF OF EDWARD JAMES SURVEYING, INC.

EXHIBIT B

**SPECIAL WARRANTY DEED AND IRREVOCABLE CONSENT
TO THE APPROPRIATION, WITHDRAWAL AND USE OF GROUNDWATER
SUMMIT VIEW ADDITION NO. 1**

Templeton Gap Development LLC("Grantor(s)", whose address is 1280 S 800 E Suite 200, Orem, UT 84097, in consideration of the benefits received pursuant to the SUMMIT VIEW ADDITION NO. 1 Annexation Agreement dated 1/6/25 ("Annexation Agreement"), which is executed by Grantor(s) concurrently with this Special Warranty Deed, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, sell and convey to the City of Colorado Springs, Colorado ("Grantee"), whose address is 30 S. Nevada Avenue, Colorado Springs, CO 80903, all right, title, and interest in any and all groundwater underlying or appurtenant to and used upon the property described in Exhibit A ("Property") and any and all other water rights appurtenant to the Property collectively referred to as the "Water Rights", together with the sole and exclusive right to use the Water Rights and all rights of ingress and egress required by the Grantee to appropriate, withdraw and use the Water Rights; and Grantor(s) warrants title to the same against all claims arising by, through, or under said Grantor(s). The Water Rights include but are not limited to those described in Exhibit B.

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

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

Executed this 6th day of January, 2025

GRANTOR(s):

By: President



Name: Rob Fuller

Its: Manager

STATE OF Utah)

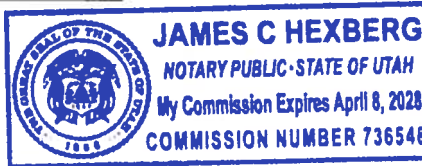
) ss.

COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 6 day of December, 2024, by Rob Fuller, Grantor.

Witness my hand and official seal.

My Commission Expires: 4/8/2028



(SEAL)


Notary Public

Accepted by the City of Colorado Springs:

By: Kellie Kelly this 10th day of January, 2025
Real Estate Services Manager

By: Todd Stewart this 28th day of January, 2025
Colorado Springs Utilities Customer Utility Connections Manager

Approved as to Form:

By: [Signature]
City Attorney's Office

Date: Jan. 10, 2025

EXHIBIT B

**SPECIAL WARRANTY DEED AND IRREVOCABLE CONSENT
TO THE APPROPRIATION, WITHDRAWAL AND USE OF GROUNDWATER
SUMMIT VIEW ADDITION NO. 1**

Rocky Mountain Baptist Temple ("Grantor(s)"), whose address is 5865 Templeton Gap Road, Colorado Springs, Colorado, in consideration of the benefits received pursuant to the SUMMIT VIEW ADDITION NO. 1 Annexation Agreement dated 01/06/2025 ("Annexation Agreement"), which is executed by Grantor(s) concurrently with this Special Warranty Deed, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, sell and convey to the City of Colorado Springs, Colorado ("Grantee"), whose address is 30 S. Nevada Avenue, Colorado Springs, CO 80903, all right, title, and interest in any and all groundwater underlying or appurtenant to and used upon the property described in Exhibit A ("Property") and any and all other water rights appurtenant to the Property collectively referred to as the "Water Rights", together with the sole and exclusive right to use the Water Rights and all rights of ingress and egress required by the Grantee to appropriate, withdraw and use the Water Rights; and Grantor(s) warrants title to the same against all claims arising by, through, or under said Grantor(s). The Water Rights include but are not limited to those described in Exhibit B.

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

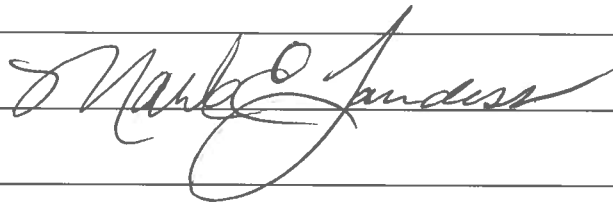
This Special Warranty Deed and the consent granted herein shall be effective upon the date of the City of Colorado Springs-City Council's final approval of the Annexation Agreement.

Executed this 6th day of JANUARY, 2025

GRANTOR(s):

By: President

Name: Mark Landess



Its:

STATE OF COLORADO)

) ss.

COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 6th day of JANUARY, 2025, by MARK LANDESS, Grantor.

Witness my hand and official seal.

My Commission Expires: 1-19-2026


Notary Public

Accepted by the City of Colorado Springs:

By: Kellie Pillingbury this 10th day of January, 2025
Real Estate Services Manager

By: Tom Sturt this 10th day of January, 2025.
Colorado Springs Utilities Customer Utility Connections Manager

Approved as to Form:

By: [Signature]
City Attorney's Office

Date: Jan. 10, 2025

Exhibit A

LEGAL DESCRIPTION

To the Special Warranty Deed and Irrevocable Consent to the Appropriation, Withdrawal and Use of Groundwater executed by Rocky Mountain Baptist Temple, Grantor(s) on 11/6/25.

December 12, 2024
Job No. 2445-00
Page 1 of 2

EXHIBIT "A"

LEGAL DESCRIPTION:

A TRACT OF LAND BEING A PORTION OF LOT 2, ALL OF LOT 3, LOT 4, LOT 18, LOT 19, AND A PORTION OF APALOOSA DRIVE AS PLATTED IN TEMPLETON HEIGHTS SUBDIVISION, RECORDED IN PLAT BOOK G-2, PAGE 20 COUNTY OF EL PASO, STATE OF COLORADO TOGETHER WITH THAT TRACT OF LAND DESCRIBED BY DEED RECORDED IN BOOK 1960 AT PAGE 365 OF THE RECORDS OF EL PASO COUNTY, COLORADO, BEING A PORTION THE SOUTH HALF OF SECTION 13, TOWNSHIP 13 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTHWESTERLY BOUNDARY LINE OF LOT 1, TEMPLETON HEIGHTS SUBDIVISION, RECORDED IN PLAT BOOK G-2, PAGE 20, BEING MONUMENTED AT EACH END BY A 1/2" IRON PIPE, AT GROUND LEVEL, ASSUMED TO BEAR N50°22'10"E.

COMMENCING AT THE NORTHWEST CORNER OF TEMPLETON HEIGHTS SUBDIVISION, RECORDED IN PLAT BOOK G-2, PAGE 20, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ON THE BOUNDARY OF SAID PARCEL DESCRIBED IN THE DEED RECORDED IN BOOK 1960 AT PAGE 365, THE FOLLOWING THREE (3) COURSES:

- 1. N50°22'10"E A DISTANCE OF 726.61 FEET;
2. S39°37'50"1"E A DISTANCE OF 599.52 FEET TO A POINT ON THE NORTHERLY LINE OF SAID TEMPLETON HEIGHTS SUBDIVISION;
3. S89°53'43"W ON SAID NORTHERLY LINE A DISTANCE OF 893.07 FEET TO THE NORTHEAST CORNER OF LOT 4, AS PLATTED IN SAID TEMPLETON HEIGHTS SUBDIVISION;

THENCE S00°06'17"E ON SAID LOT 4, A DISTANCE OF 670.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF APALOOSA WAY AS PLATTED IN SAID TEMPLETON HEIGHTS SUBDIVISION; THENCE N89°53'43" ON SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 63.80 FEET, THENCE S00°06'17"E A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID APALOOSA DRIVE, SAID POINT BEING THE NORTHEAST CORNER OF LOT OF LOT 18, AS PLATTED IN SAID TEMPLETON HEIGHTS SUBDIVISION, THENCE CONTINUING S00°06'17"E ON SAID EAST BOUNDARY LINE OF SAID LOT 18 A DISTANCE OF 590.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 18; THENCE S89°53'43"W THE SOUTHERLY BOUNDARY LINE OF SAID TEMPLETON HEIGHTS SUBDIVISION ALSO BEING ON THE NORTHERLY LINE OF TEMPLETON HEIGHTS ADDITION NO 1 ANNEXATION, A DISTANCE OF 934.87 FEET TO THE SOUTHWEST CORNER OF LOT 19 OF SAID TEMPLETON HEIGHTS SUBDIVISION; THENCE CONTINUING ON THE NORTHERLY LINE OF SAID TEMPLETON HEIGHTS ADDITION NO 1 ANNEXATION THE FOLLOWING TWO (2) COURSES:

- 1. N22°46'24"E A DISTANCE OF 287.67 FEET;
2. N87°38'10"W A DISTANCE OF 680.09 FEET TO A POINT ON CURVE SAID POINT BEING ON THE EASTERLY BOUNDARY LINE OF PRING RANCH ADDITION NO. 6 ANNEXATION;

THENCE ON SAID EASTERLY BOUNDARY LINE THE FOLLOWING TWO (2) COURSES:

December 12, 2024
Job No. 2445-00
Page 2 of 2

- 1. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 7°39'40", A RADIUS OF 3,779.77 FEET, A DISTANCE OF 505.40 FEET, WHOSE CHORD BEARS N46°30'55"E A DISTANCE OF 505.02 FEET TO A POINT ON CURVE;
2. N50°22'10"E A DISTANCE OF 1,068.58 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1,393.943 SQUARE FEET OR 32.001 ACRES MORE OR LESS.

LEGAL DESCRIPTION STATEMENT

I, JONATHAN W. TESSIN, A REGISTERED 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.



JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 33196
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

Exhibit A

LEGAL DESCRIPTION

To the Special Warranty Deed and Irrevocable Consent to the Appropriation, Withdrawal and Use of Groundwater executed by Templeton Gap Development LLC, Grantor(s) on 1/6/25.

December 12, 2024
Job No. 2445-00
Page 1 of 2

EXHIBIT "A"

LEGAL DESCRIPTION:

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BASIS OF BEARINGS. THE NORTHWESTERLY BOUNDARY LINE OF LOT 1, TEMPLETON HEIGHTS SUBDIVISION, RECORDED IN PLAT BOOK G-2, PAGE 20, BEING MONUMENTED AT EACH END BY A 1/2" IRON PIPE, AT GROUND LEVEL, ASSUMED TO BEAR N50°22'10"E.

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THENCE ON THE BOUNDARY OF SAID PARCEL DESCRIBED IN THE DEED RECORDED IN BOOK 1960 AT PAGE 365, THE FOLLOWING THREE (3) COURSES:

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LEGAL DESCRIPTION STATEMENT

I, JONATHAN W. TESSIN, A REGISTERED 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.



JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 33196
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

Exhibit B

To the
Special Warranty Deed and Irrevocable Consent to the Appropriation, Withdrawal and Use of Groundwater
executed (Owner s), Grantor(s) on 2/4/25.

Decreed Groundwater Rights

Case No.: N/A
Court: N/A
Source: N/A
Amount: N/A
Date of Decree: N/A
Name of Owner: N/A

Permitted Groundwater

Permit No.:169997
Date of Permit:May 17, 1993
Source: Arapahoe
Amount: 15 gpm / One (1) acre-foot per year
Name of Owner: 1 Templeton Gap Development (Rob Fuller)
Legal Description of Well or other structure: El Paso County, SW ¼ of the SE ¼, Section 13 Twp. 13, S, Range 66
W, 6th P.M.

Permitted Groundwater

Permit No.: 164625
Date of Permit: June 9, 1992
Source: Arapahoe
Amount: 15 gpm / One (1) acre-foot per year
Name of Owner: Perry B. and Arlys I. Hefty
Legal Description of Well or other structure: El Paso County, SE ¼ of the SW ¼, Section 13 Twp. 13 S Range 66
W, 6th P.M.

Permitted Groundwater

Permit No.: 194323
Date of Permit: April 19, 1996
Source: Arapahoe
Amount: 15 gpm / One (1) acre-foot per year
Name of Owner: Neva B. Nolan
Legal Description of Well or other structure: El Paso County, SE ¼ of the SW ¼, Section 13 Twp. 13 S Range 66
W, 6th P.M., 1,320 ft from South Sec. line and 2,400 ft from East Sec. line

Surface Water Rights

Name of Water Right: N/A
Case No.: N/A
Court: N/A
Source: N/A
Amount: N/A
Date of Decree: N/A
Name of Owner: N/A