

RESOLUTION NO. 129 - 23

A RESOLUTION ADOPTING FINDINGS OF FACT AND CONCLUSIONS OF LAW BASED THEREON AND DETERMINING THE ELIGIBILITY FOR ANNEXATION OF PROPERTY KNOWN AS VILLAGES AT WATERVIEW NORTH ADDITION NO. 1 ANNEXATION 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 the Villages at Waterview North 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 July 25, 2023, 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 September 12, 2023, 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 August 23, 2023 (the "Clerk's Affidavit"), an affidavit of Gabe Sevigny, Planning Supervisor for the City of Colorado Springs dated August 17, 2023 (the "Planner's Affidavit"), and an affidavit from James F. Lenz., a registered professional land surveyor dated July 25, 2023 (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 the Villages at Waterview North Addition No. 1 Annexation, on September 12, 2023 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 filed with the Clerk to the Board of County Commissioners and the El Paso County Development Services Department as the Property proposed to be annexed is comprised of more 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 the Villages at Waterview North 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 September 2023.


Randy Helms, Council President

ATTEST:


Sarah B. Johnson, City Clerk



LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN A PORTION OF SECTION 8 AND SECTION 9, BOTH IN TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 9, POINT BEING ON THE WESTERLY LINE OF COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO.1 SUBDIVISION RECORDED IN PLAT BOOK B-4, PAGE 47, ALSO POINT BEING THE SOUTHEAST CORNER OF LOT 7, COLORADO SPRINGS AIRPORT FILING NO.1D SUBDIVISION RECORDED AT RECEPTION NO. 219714312, POINT ALSO BEING ON THE WEST LINE OF ANNEXATION PLAT-COLORADO CENTRE NO.1, RECORDED IN PLAT BOOK D-4, PAGE 73, ALL OF THE RECORDS OF EL PASO COUNTY;

THENCE S00°19'32"E ON THE NORTH/SOUTH 1/4 LINE AND SAID WESTERLY LINE OF SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO.1, AND WEST LINE OF SAID ANNEXATION PLAT-COLORADO CENTRE NO.1, A DISTANCE OF 217.81 FEET;

THENCE S00°19'32"E CONTINUING ON THE NORTH/SOUTH 1/4 LINE AND SAID WESTERLY LINE OF SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO.1, A DISTANCE OF 1,186.40 FEET TO THE NORTHERLY RIGHT-OF-WAY OF LINE OF BRADLEY ROAD AS RECORDED IN BOOK 5307 AT PAGE 1472 OF THE RECORDS OF SAID EL PASO COUNTY, POINT ALSO BEING ON THE WEST LINE OF SAID ANNEXATION PLAT-COLORADO CENTRE NO.1;

THENCE S00°19'32"E CONTINUING ON THE NORTH/SOUTH 1/4 LINE AND THE WEST LINE OF SAID ANNEXATION PLAT-COLORADO CENTRE NO.1 A DISTANCE OF 210.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BRADLEY ROAD AS RECORDED IN BOOK 5307 AT PAGE 1472 OF THE RECORDS OF SAID EL PASO COUNTY;

THE FOLLOWING (6) SIX COURSES ARE ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF BRADLEY ROAD;

- 1) THENCE S89°30'27"W A DISTANCE OF 3.67 FEET TO A POINT OF CURVE TO THE LEFT;**
- 2) THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,759.79 FEET, A DELTA ANGLE OF 15°09'41", AN ARC LENGTH OF 730.29 FEET, WHOSE LONG CHORD BEARS S81°55'37"W A DISTANCE OF 728.16 FEET;**
- 3) THENCE S74°20'46"W A DISTANCE OF 952.02 FEET TO A POINT OF CURVE TO THE RIGHT;**
- 4) THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,969.79 FEET, A DELTA ANGLE OF 12°59'05", AN ARC LENGTH OF 673.03 FEET, WHOSE LONG CHORD BEARS S80°50'19"W A DISTANCE OF 671.59 FEET;**
- 5) THENCE S87°19'50"W A DISTANCE OF 53.06 FEET TO A POINT TO CURVE TO THE LEFT;**
- 6) THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 150.00 FEET, A DELTA ANGLE OF 87°48'56", AN ARC LENGTH OF 229.90 FEET, WHOSE LONG CHORD BEARS S43°25'20"W A DISTANCE OF 208.05 FEET;**

THENCE S89°30'50"W A DISTANCE OF 210.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF POWERS BOULEVARD (SH 21) AS RECORDED IN BOOK 5307 AT PAGE 1472 OF THE RECORDS OF SAID EL PASO COUNTY;

THE FOLLOWING (2) TWO COURSES ARE ON SAID WESTERLY RIGHT-OF-WAY LINE OF POWERS BOULEVARD (SH21);

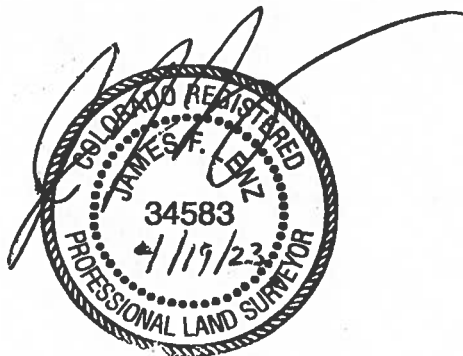
- 1) THENCE N00°29'10"W A DISTANCE OF 138.49 FEET TO A POINT OF CURVE TO THE LEFT;
- 2) THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,895.00 FEET, A DELTA ANGLE OF 89°41'41", AN ARC LENGTH OF 2,966.56 FEET, WHOSE LONG CHORD BEARS N45°20'01"W A DISTANCE OF 2,672.79 FEET;

THENCE N00°10'51"W A DISTANCE OF 210.02 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 8, POINT ALSO BEING ON THE SOUTHERLY LINE OF SAID LOT 7, COLORADO SPRINGS AIRPORT FILING NO.1D, POINT ALSO BEING ON THE SOUTH LINE OF ANNEXATION PLAT-MUNICIPAL AIRPORT ADDITION NO. 7 RECORDED IN PLAT BOOK E-3, PAGE 21, OF THE RECORDS OF EL PASO COUNTY;

THE FOLLOWING (2) TWO COURSES ARE ON THE SOUTHERLY LINE OF SAID LOT 7, COLORADO SPRINGS AIRPORT FILING NO.1D;

- 1) THENCE N89°34'04"E ON SAID NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 8, A DISTANCE OF 1,967.80 FEET TO THE NORTHWEST CORNER OF SAID SECTION 9 AND THE SOUTHEAST CORNER OF SAID ANNEXATION PLAT-MUNICIPAL AIRPORT ADDITION NO. 7, POINT BEING AT THE SOUTHWEST CORNER OF ANNEXATION PLAT-MUNICIPAL AIRPORT ADDITION NO. 9, RECORDED IN PLAT BOOK M-3, PAGE 27 OF THE RECORDS OF EL PASO COUNTY;
- 2) THENCE S89°51'23"E ON THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 9 AND THE SOUTHERLY LINE OF SAID ANNEXATION PLAT-MUNICIPAL AIRPORT ADDITION NO. 9, A DISTANCE OF 2,636.19 FEET TO THE POINT OF BEGINNING.

THE ABOVE TRACT OF LAND CONTAINS 6,308,390 SQUARE FEET OR 144.821 ACRES, MORE OR LESS.



**Villages at Waterview North Addition No. 1
ANNEXATION AGREEMENT**

THIS ANNEXATION AGREEMENT "Agreement", dated this 28th day of APRIL, 2023 is between the City of Colorado Springs, a home rule city and Colorado municipal corporation ("City"), and CPR Entitlements LLC, Veterans Villa Operating LLC, WVN 9.6 LLC, PHI Real Estate Services LLC, and Kyungsoon Folan ("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 Owners will be required to expend substantial amounts of funds for the installation of infrastructure needed to service the Property and, therefore, desires to clarify Owners' 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 Owners. Subject to the terms and conditions set forth in this Agreement, both the City and Owners 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 Owners 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 Villages at Waterview North 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.

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

The Villages at Waterview North Master Plan, MAPN-22-0002, for the Property has been proposed and submitted to the City for approval. Owners will comply with the approved Master Plan or an amended Master Plan approved in accord with applicable provisions of the Code of the City of Colorado Springs 2001, as amended or recodified ("City Code").

IV.
ZONING

A. Zoning. The Planning and Development Department of the City agrees to recommend that the initial zone for the Owners' Property shall be C6 (General Business), PBC (Planned Business Center), PF (Public Facility), R-5 (Multi-family residential), and R-2 (Two-family Residential) upon annexation. While zoned for commercial or residential, 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 the City Council determines what an appropriate zone is for the Property, and this recommendation does not bind the Planning Commission or City Council to adopt the recommended zone for the Property.

B. Change of Zoning. Any future change of zone request shall conform to the Villages at Waterview North Concept Plan, City File Number COPN-22-0002, as approved or as amended by the City in the future. Rezoning in accord with the zones reflected on the Concept Plan will occur prior to actual development of the site.

V.
PUBLIC FACILITIES

A. General. As land is annexed into the City it is anticipated that land development will occur. In consideration of this land development, the City requires public facilities and improvements to be designed, extended, installed, constructed, dedicated and conveyed as part of the land development review and construction process. Public facilities and improvements are those improvements to property which, after being constructed by the Owners and accepted by the City, shall be maintained by the City or another public entity. Generally, the required public facilities and improvements and their plan and review process, design criteria, construction standards, dedication, conveyance, cost recovery and reimbursement, assurances and guaranties, and special and specific provisions are addressed in Chapter 7, Article 7 of the City Code (the "Subdivision Code"). Public facilities and improvements include but are not necessarily limited to: 1.) Utility facilities and extensions for water, wastewater, fire hydrants, electric, gas, streetlights, telephone and telecommunications (For water, wastewater, gas and electric utility service, refer to Chapter 12 of the City Code and Section VI. "Utilities Services" and Section VII. "Water Rights" of this Agreement.); 2.) Streets, alleys, traffic control, sidewalks, curbs and gutters, trails and bicycle paths; 3.) Stormwater infrastructure to control, treat, detain, and convey stormwater; 4.) Arterial roadway bridges; 5.) Parks; 6.) Schools; and 7.) Other facilities and improvements warranted by a specific land development proposal.

It is understood that all public facilities and improvements shall be subject to the provisions of the Chapter 7, Article 7 of the City Subdivision Code, unless otherwise specifically provided for under the terms and provisions of this Agreement. Those specifically modified public facilities and improvements provisions are as follows:

B. Metropolitan Districts. The parties anticipate that the Owners will seek formation of special districts as part of future development of the Property. The City will review applications for such districts upon request of the involved Owners in accordance with applicable Colorado law, City Code, and the City's Special District Policy.

C. Streets, Bridge and Traffic Control. Unless agreed to elsewhere in this Agreement the Owners agree to construct, at the Owners' expense, those street, bridge and/or traffic improvements adjacent to or within the Property owned by them. These improvements shall also include mutually acceptable dedications of right-of-way and easements, and extension of streets and right-of-way.

1. On-Site or Adjacent Streets: Owners agrees to comply with timing and phasing of construction responsibilities outlined specifically on the Villages at Waterview North Concept Plan, COPN-22-0002, and any subsequent amendments ("Concept Plan"). Owners agrees to construct any on-site public

roadways to City standards.

2. Off-Site Streets and Bridges: Owners agrees to construct, at the Owners' expense, all required auxiliary lanes on Bradley Road at future access intersections, the timing and phasing of which is outlined in the Concept Plan.
 3. Traffic Control Devices. Owners shall pay for installation of traffic and street signs, striping, and traffic control devices, and permanent barriers, together with all associated conduit for all streets within or contiguous to the Property as outlined in a future development agreement for each zoning or rezoning of the Property as determined necessary by the City and in accord with uniformly applied criteria set forth by the City. Prior to construction plan approval, Owners shall pay to the City a future signal fee of \$200,000 to help cover costs incurred by the City or other third parties to install traffic control devices and relating traffic improvements for the intersection of Bradley Road and Legacy Hill Drive. Installation of traffic signals may be deferred until after proposed development warrants signals, as determined by the City Traffic Engineer applying the criteria set for in the Manual on Uniform Traffic Control Devices in use at the time or other nationally accepted states.
- D. Drainage. A Master Development Drainage Plan shall be prepared and submitted by the Owners to the City and approved by the City Engineer. Final Drainage Reports and Plans shall be prepared and submitted by the Owners to the City and approved by the City Engineer, prior to recording subdivision plats. Owners shall comply with all drainage criteria, standards, policies and ordinances in effect at the time of development, including but not limited to the payment of any drainage, arterial bridge and detention pond fees and the reimbursement for drainage facilities constructed. The Owners shall provide full spectrum detention for all developed areas; to be owned and maintained by the Owners. Owners shall be responsible for conformance with the Jimmy Camp Creek and Big Johnson Reservoir Drainage Basin Planning Studies.
- E. Parks: Any residential uses are subject to applicable land dedication requirements for neighborhood and community park land which may be met through either land, and/or fees in lieu as required by the City Code of the City of Colorado Springs.
- 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 Owners without reimbursement by the City or the School District.
- H. Airport / Avigation Easements. Owners agree to provide an avigation easement to apply to all the Property which lies under the Part 77 approach surfaces as defined by the Federal Aviation Administration prior to platting any Property impacted by aircraft traffic as determined by the City's Director of Aviation. Such avigation easement shall be provided upon a form acceptable to the City.

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 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's 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 development charges, 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. 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 Owner's 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 § 7.7.1102 (B), Owners shall complete the design and installation, and obtain preliminary acceptance of such utility facilities, prior to UTILITIES' approval of Owners' water and 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, 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 annexation of the Property, any wells or groundwater developed by Owners prior to annexation will become subject to UTILITIES's 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.

VIII.
FIRE PROTECTION

The Owners understands and acknowledges that the Property may be excluded from the boundaries of the Fire District under the provisions applicable to special districts, Article 1 of Title 32 C.R.S., and as otherwise provided by law. Upon request by the City, the person who owns the Property at the time of the City's request agrees to apply to the Fire District for exclusion of the Property from the Fire District. The Owners understands and acknowledges that the Owners, its heirs, assigns and successors in title are responsible for seeking any exclusion from the Fire District and that the City has no obligation to seek exclusion of any portion of the Property from the Fire District.

IX.
FIRE PROTECTION FEE

The Owners shall be subject to the requirements of City Code § 7.5.1901 *et seq.* regarding Citywide Development Impact Fees.

X.

POLICE SERVICE FEE

The Owners shall be subject to the requirements of City Code § 7.5.1901 *et seq.* regarding Citywide Development Impact Fees.

XI.

PUBLIC LAND DEDICATION

Owners agrees that all land dedicated or deeded to the City for municipal or utility purposes, including park and school sites, shall be platted and all applicable development fee obligations paid.

Owners agrees that any land dedicated or deeded to the City for municipal or utility purposes, including park and school sites, shall be free and clear of 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 Owners. 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 Owners 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. Owners 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 Owners 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 and are uniformly and consistently applied.

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.

Any amendment shall be recorded in the records of El Paso County, shall be a covenant running with the land, and shall be binding on all persons or entities presently possessing or later acquiring an interest in the property subject to the amendment unless otherwise specified in the amendment."

XVII.
HEADINGS

The headings set forth in the Agreement for the different sections of the Agreement are for reference only and shall not be construed as an enlargement or abridgement of the language of the Agreement.

XVIII.
DEFAULT AND REMEDIES

If either 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 Owners 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. The Police Service Fee, Fire Protection Fee and any other fee provided for in this Agreement shall be in addition to, and not in lieu of, any impact fee or development requirement required by or authorized pursuant to the City Code. If the annexation of the Property or any portion of the Property is challenged by a referendum, all provisions of this Agreement, together with the duties and obligations of each party, shall be suspended, pending the outcome of the referendum election. If the referendum challenge to the annexation results in the disconnection of the Property from the City, then this Agreement and all its provisions shall be null and void and of no further effect. If the referendum challenge fails, then Owners 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 neither the remainder of the document nor the application of the provisions to other entities, persons or circumstances shall be affected.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date first written above.

CITY OF COLORADO SPRINGS

BY: *Fleising A. Odeh*
City of Colorado Springs Mayor

ATTEST:

BY: *Sarah B. Johnson*
Sarah B. Johnson, City Clerk



APPROVED AS TO FORM:

BY: *[Signature]*
City Attorney's Office

Veterans Villa Operating LLC, a Nebraska limited liability company

By: Joseph A. Zock

Name: Joseph A. Zock

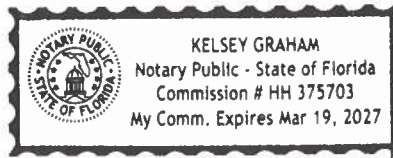
Title: CHAIRMAN - BOARD OF DIRECTORS
(Owner)

ACKNOWLEDGMENT

STATE OF Florida)
COUNTY OF Indian River) ss.

The foregoing instrument was acknowledged before me this 25th day of April, 2023, by Joseph A. Zock, as Chairman for and on behalf of Veterans Villa Operating LLC, a Nebraska limited liability company.

Witness my hand and notarial seal. 3/19/27
My commission expires: 3/19/27
Personally known



Kelsey Graham
Notary Public

WVN 9.6 LLC, a Colorado limited liability company

By: Raymond F. O'Sullivan

Name: Raymond F. O'Sullivan

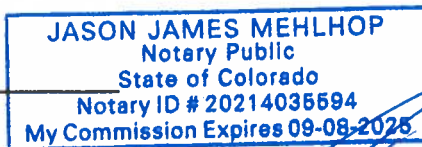
Title: Manager
(Owner)

ACKNOWLEDGMENT

STATE OF COLORADO)
COUNTY OF EL PASO) ss.

The foregoing instrument was acknowledged before me this 28th day of APRIL, 2023, by RAYMOND O'SULLIVAN, as MANAGER for and on behalf of WVN 9.6, LLC, a Colorado limited liability company.

Witness my hand and notarial seal.
My commission expires: 9/8/25



Jason James Mehlhop
Notary Public

PHI Real Estate Services LLC, a Colorado limited liability company

By: [Signature]

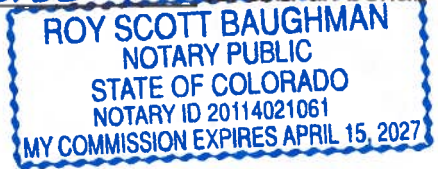
Name: NICK PANNUNZIO

Title: PRESIDENT
(Owner)

ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me this 27th day of APRIL, 2023 by NICK PANNUNZIO, as PRESIDENT for and on behalf of PHI Real Estate Services LLC, a Colorado limited liability company.



Witness my hand and notarial seal.
My commission expires: 4/15/2027

[Signature]
Notary Public

Kyungsoon Folan
(Owner)

ACKNOWLEDGMENT

See page 14 of 25

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ for and on behalf of Kyungsoon Folan.

Witness my hand and notarial seal.
My commission expires:

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN A PORTION OF SECTION 8 AND SECTION 9, BOTH IN TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 9, POINT BEING ON THE WESTERLY LINE OF COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO.1 SUBDIVISION RECORDED IN PLAT BOOK B-4, PAGE 47, ALSO POINT BEING THE SOUTHEAST CORNER OF LOT 7, COLORADO SPRINGS AIRPORT FILING NO.1D SUBDIVISION RECORDED AT RECEPTION NO. 219714312, POINT ALSO BEING ON THE WEST LINE OF ANNEXATION PLAT-COLORADO CENTRE NO.1, RECORDED IN PLAT BOOK D-4, PAGE 73, ALL OF THE RECORDS OF EL PASO COUNTY;

THENCE 500°19'32"E ON THE NORTH/SOUTH 1/4 LINE AND SAID WESTERLY LINE OF SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO.1, AND WEST LINE OF SAID ANNEXATION PLAT-COLORADO CENTRE NO.1, A DISTANCE OF 217.81 FEET;

THENCE 500°19'32"E CONTINUING ON THE NORTH/SOUTH 1/4 LINE AND SAID WESTERLY LINE OF SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO.1, A DISTANCE OF 1,186.40 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF BRADLEY ROAD AS RECORDED IN BOOK 5307 AT PAGE 1472 OF THE RECORDS OF SAID EL PASO COUNTY, POINT ALSO BEING ON THE WEST LINE OF SAID ANNEXATION PLAT-COLORADO CENTRE NO.1;

THENCE 500°19'32"E CONTINUING ON THE NORTH/SOUTH 1/4 LINE AND THE WEST LINE OF SAID ANNEXATION PLAT-COLORADO CENTRE NO.1 A DISTANCE OF 210.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BRADLEY ROAD AS RECORDED IN BOOK 5307 AT PAGE 1472 OF THE RECORDS OF SAID EL PASO COUNTY;

THE FOLLOWING (6) SIX COURSES ARE ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF BRADLEY ROAD;

- 1) THENCE S89°30'27"W A DISTANCE OF 3.67 FEET TO A POINT OF CURVE TO THE LEFT;
- 2) THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,759.79 FEET, A DELTA ANGLE OF 15°09'41", AN ARC LENGTH OF 730.29 FEET, WHOSE LONG CHORD BEARS S81°55'37"W A DISTANCE OF 728.16 FEET;
- 3) THENCE S74°20'46"W A DISTANCE OF 952.02 FEET TO A POINT OF CURVE TO THE RIGHT;
- 4) THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,969.79 FEET, A DELTA ANGLE OF 12°59'05", AN ARC LENGTH OF 673.03 FEET, WHOSE LONG CHORD BEARS S80°50'19"W A DISTANCE OF 671.59 FEET;
- 5) THENCE S87°19'50"W A DISTANCE OF 53.06 FEET TO A POINT TO CURVE TO THE LEFT;
- 6) THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 150.00 FEET, A DELTA ANGLE OF 87°48'56", AN ARC LENGTH OF 229.90 FEET, WHOSE LONG CHORD BEARS S43°25'20"W A DISTANCE OF 208.05 FEET;

THENCE S89°30'50"W A DISTANCE OF 210.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF POWERS BOULEVARD (SH 21) AS RECORDED IN BOOK 5307 AT PAGE 1472 OF THE RECORDS OF SAID EL PASO COUNTY;

THE FOLLOWING (2) TWO COURSES ARE ON SAID WESTERLY RIGHT-OF-WAY LINE OF POWERS BOULEVARD (SH21);

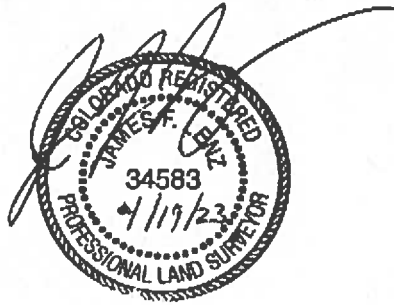
- 1) THENCE N00°29'10"W A DISTANCE OF 138.49 FEET TO A POINT OF CURVE TO THE LEFT;
- 2) THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,895.00 FEET, A DELTA ANGLE OF 89°41'41", AN ARC LENGTH OF 2,966.56 FEET, WHOSE LONG CHORD BEARS N45°20'01"W A DISTANCE OF 2,672.79 FEET;

THENCE N00°10'51"W A DISTANCE OF 210.02 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 8, POINT ALSO BEING ON THE SOUTHERLY LINE OF SAID LOT 7, COLORADO SPRINGS AIRPORT FILING NO.1D, POINT ALSO BEING ON THE SOUTH LINE OF ANNEXATION PLAT-MUNICIPAL AIRPORT ADDITION NO. 7 RECORDED IN PLAT BOOK E-3, PAGE 21, OF THE RECORDS OF EL PASO COUNTY;

THE FOLLOWING (2) TWO COURSES ARE ON THE SOUTHERLY LINE OF SAID LOT 7, COLORADO SPRINGS AIRPORT FILING NO.1D;

- 1) THENCE N89°34'04"E ON SAID NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 8, A DISTANCE OF 1,967.80 FEET TO THE NORTHWEST CORNER OF SAID SECTION 9 AND THE SOUTHEAST CORNER OF SAID ANNEXATION PLAT-MUNICIPAL AIRPORT ADDITION NO. 7, POINT BEING AT THE SOUTHWEST CORNER OF ANNEXATION PLAT-MUNICIPAL AIRPORT ADDITION NO. 9, RECORDED IN PLAT BOOK M-3, PAGE 27 OF THE RECORDS OF EL PASO COUNTY;
- 2) THENCE S89°51'23"E ON THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 9 AND THE SOUTHERLY LINE OF SAID ANNEXATION PLAT-MUNICIPAL AIRPORT ADDITION NO. 9, A DISTANCE OF 2,636.19 FEET TO THE POINT OF BEGINNING.

THE ABOVE TRACT OF LAND CONTAINS 6,308,390 SQUARE FEET OR 144.821 ACRES, MORE OR LESS.



SPECIAL WARRANTY DEED AND IRREVOCABLE CONSENT
TO THE APPROPRIATION, WITHDRAWAL AND USE OF GROUNDWATER
Villages at Waterview North Addition No. 1

CPR Entitlements LLC, whose address is 31 N. Tejon St. Suite 500 Colorado Springs, Co. 80903 Veterans Villa Operating LLC, whose address is 17007 Marcy St. Suite 3, Omaha, NE. 68116, WVN 9.6 LLC, whose address is 17 S. Wahsatch Ave. Colorado Springs, Co. 80903 PHI Real Estate Services LLC, whose address is 200 W. 1st St. Suite 200, Pueblo, Co. 81003 and Kyungsoon Folan ("Grantor(s)"), whose address is 17 S. Wahsatch Ave. Colorado Springs, Co. 80903, in consideration of the benefits received pursuant to the Villages at Waterview North Addition No. 1 Annexation Agreement dated April 28, 2023 ("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 27 day of APRIL, 2023.

GRANTOR(s): CPR Entitlements LLC, a Colorado limited liability company

By: _____

Name: P.A. Koscielski

Its: MANAGER

STATE OF COLORADO)

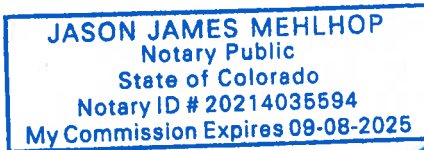
) ss.

COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 27th day of APRIL, 2023 by PA Koscielski, Grantor.

Witness my hand and official seal

My Commission Expires: 09/08/2025



(SEAL)

Notary Public

Veterans Villa Operating LLC, a Nebraska limited liability company
By: Joseph A Zock

Name: Joseph A Zock

Its: Chairman - Board of Directors

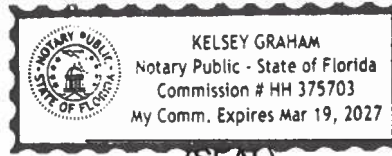
STATE OF Florida)

COUNTY OF Indian River) ss.

The foregoing instrument was acknowledged before me this 25th day of April, 2023, by Veterans Villa Operating LLC, a Nebraska limited liability company, Grantor.

Witness my hand and official seal. 3/19/27
My Commission Expires: 3/19/27

Personally known



(SEAL)

Kelsey Graham

Notary Public

WVN 9.6 LLC, a Colorado limited liability company
By: Raymond F. O'Sullivan

Name: Raymond F. O'Sullivan

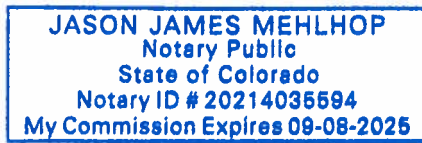
Its: Manager

STATE OF COLORADO)

COUNTY OF EL PASO) ss.

The foregoing instrument was acknowledged before me this 28 day of April, 2023 by WVN 9.6 LLC, a Colorado limited liability company, Grantor.

Witness my hand and official seal.
My Commission Expires: 9/8/25



(SEAL)

Jason James Mehlhop

Notary Public

PHI Real Estate Services LLC, a Colorado limited liability company

By: Nick Pannunzio

Name: NICK PANNUNZIO

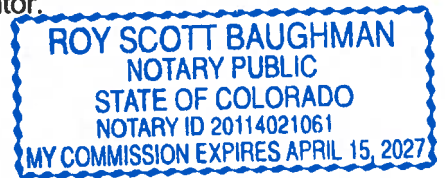
Its: PRESIDENT

STATE OF COLORADO)

) ss.

COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 27th day of APRIL, 2023, by PHI Real Estate Services LLC, a Colorado limited liability company, Grantor.



Witness my hand and official seal.

My Commission Expires: 4/15/2027

Roy Scott Baughman
(SEAL) Notary Public

Kyungsoon Folan

By: _____

Name: _____

Its: _____

STATE OF _____)

) ss.

See page 21 of 25

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Kyungsoon Folan, Grantor.

Witness my hand and official seal.

My Commission Expires: _____

(SEAL) Notary Public

PHI Real Estate Services LLC, a Colorado limited liability company

By: _____

Name: _____

Its: _____

STATE OF _____)
COUNTY OF _____)) ss.

See page 20 of 25

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by PHI Real Estate Services LLC, a Colorado limited liability company, Grantor.

Witness my hand and official seal.
My Commission Expires: _____

(SEAL) Notary Public

Kyungsoon Folan
By: [Signature]

Name: KYUNGSOON M. FOLAN

Its: _____

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


The foregoing instrument was acknowledged before me this 26th day of APRIL, 2023 by Kyungsoon Folan, Grantor.

Witness my hand and official seal.
My Commission Expires: 9/8/25

JASON JAMES MEHLHOP
Notary Public
State of Colorado
Notary ID # 20214035594
My Commission Expires 08-08-2025
(SEAL)


[Signature]
Notary Public

Accepted by the City of Colorado Springs:

By:  this 3rd day of May, 2023
Real Estate Services Manager

By:  this 17th day of May, 2023.
Colorado Springs Utilities Customer Utility Connections Manager

Approved as to Form:

By: 
City Attorney's Office

Date: 5/1/23

Exhibit A
LEGAL DESCRIPTION
To the

Special Warranty Deed and Irrevocable Consent to the Appropriation, Withdrawal and Use of Groundwater executed by CPR Entitlements LLC, whose address is 31 N. Tejon St. Suite 500 Colorado Springs, Co. 80903 Veterans Villa Operating LLC, whose address is 17007 Marcy St. Suite 3, Omaha, NE. 68116, WVN 9.6 LLC, whose address is 17 S. Wahsatch Ave. Colorado Springs, Co. 80903 PHI Real Estate Services LLC, whose address is 200 W. 1st St. Suite 200, Pueblo, Co. 81003 and Kyungsoon Folan ("Grantor(s)", whose address is 17 S. Wahsatch Ave. Colorado Springs, Co. 80903, Grantor(s) on April 28, 2023

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN A PORTION OF SECTION 8 AND SECTION 9, BOTH IN TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 9, POINT BEING ON THE WESTERLY LINE OF COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO.1 SUBDIVISION RECORDED IN PLAT BOOK B-4, PAGE 47, ALSO POINT BEING THE SOUTHEAST CORNER OF LOT 7, COLORADO SPRINGS AIRPORT FILING NO.1D SUBDIVISION RECORDED AT RECEPTION NO. 219714312, POINT ALSO BEING ON THE WEST LINE OF ANNEXATION PLAT-COLORADO CENTRE NO.1, RECORDED IN PLAT BOOK D-4, PAGE 73, ALL OF THE RECORDS OF EL PASO COUNTY;

THENCE 500°19'32"E ON THE NORTH/SOUTH 1/4 LINE AND SAID WESTERLY LINE OF SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO.1, AND WEST LINE OF SAID ANNEXATION PLAT-COLORADO CENTRE NO.1, A DISTANCE OF 217.81 FEET;

THENCE 500°19'32"E CONTINUING ON THE NORTH/SOUTH 1/4 LINE AND SAID WESTERLY LINE OF SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO.1, A DISTANCE OF 1,186.40 FEET TO THE NORTHERLY RIGHT-OF-WAY OF LINE OF BRADLEY ROAD AS RECORDED IN BOOK 5307 AT PAGE 1472 OF THE RECORDS OF SAID EL PASO COUNTY, POINT ALSO BEING ON THE WEST LINE OF SAID ANNEXATION PLAT-COLORADO CENTRE NO.1;

THENCE 500°19'32"E CONTINUING ON THE NORTH/SOUTH 1/4 LINE AND THE WEST LINE OF SAID ANNEXATION PLAT-COLORADO CENTRE NO.1 A DISTANCE OF 210.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BRADLEY ROAD AS RECORDED IN BOOK 5307 AT PAGE 1472 OF THE RECORDS OF SAID EL PASO COUNTY;

THE FOLLOWING (6) SIX COURSES ARE ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF BRADLEY ROAD;

- 1) THENCE S89°30'27"W A DISTANCE OF 3.67 FEET TO A POINT OF CURVE TO THE LEFT;**
- 2) THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,759.79 FEET, A DELTA ANGLE OF 15°09'41", AN ARC LENGTH OF 730.29 FEET, WHOSE LONG CHORD BEARS S81°55'37"W A DISTANCE OF 728.16 FEET;**
- 3) THENCE S74°20'46"W A DISTANCE OF 952.02 FEET TO A POINT OF CURVE TO THE RIGHT;**
- 4) THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,969.79 FEET, A DELTA ANGLE OF 12°59'05", AN ARC LENGTH OF 673.03 FEET, WHOSE LONG CHORD BEARS S80°50'19"W A DISTANCE OF 671.59 FEET;**
- 5) THENCE S87°19'50"W A DISTANCE OF 53.06 FEET TO A POINT TO CURVE TO THE LEFT;**
- 6) THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 150.00 FEET, A DELTA ANGLE OF 87°48'56", AN ARC LENGTH OF 229.90 FEET, WHOSE LONG CHORD BEARS S43°25'20"W A DISTANCE OF 208.05 FEET;**

THENCE S89°30'50"W A DISTANCE OF 210.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF POWERS BOULEVARD (SH 21) AS RECORDED IN BOOK 5307 AT PAGE 1472 OF THE RECORDS OF SAID EL PASO COUNTY;

THE FOLLOWING (2) TWO COURSES ARE ON SAID WESTERLY RIGHT-OF-WAY LINE OF POWERS BOULEVARD (SH21);

- 1) THENCE N00°29'10"W A DISTANCE OF 138.49 FEET TO A POINT OF CURVE TO THE LEFT;
- 2) THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,895.00 FEET, A DELTA ANGLE OF 89°41'41", AN ARC LENGTH OF 2,966.56 FEET, WHOSE LONG CHORD BEARS N45°20'01"W A DISTANCE OF 2,672.79 FEET;

THENCE N00°10'51"W A DISTANCE OF 210.02 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 8, POINT ALSO BEING ON THE SOUTHERLY LINE OF SAID LOT 7, COLORADO SPRINGS AIRPORT FILING NO.1D, POINT ALSO BEING ON THE SOUTH LINE OF ANNEXATION PLAT-MUNICIPAL AIRPORT ADDITION NO. 7 RECORDED IN PLAT BOOK E-3, PAGE 21, OF THE RECORDS OF EL PASO COUNTY;

THE FOLLOWING (2) TWO COURSES ARE ON THE SOUTHERLY LINE OF SAID LOT 7, COLORADO SPRINGS AIRPORT FILING NO.1D;

- 1) THENCE N89°34'04"E ON SAID NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 8, A DISTANCE OF 1,967.80 FEET TO THE NORTHWEST CORNER OF SAID SECTION 9 AND THE SOUTHEAST CORNER OF SAID ANNEXATION PLAT-MUNICIPAL AIRPORT ADDITION NO. 7, POINT BEING AT THE SOUTHWEST CORNER OF ANNEXATION PLAT-MUNICIPAL AIRPORT ADDITION NO. 9, RECORDED IN PLAT BOOK M-3, PAGE 27 OF THE RECORDS OF EL PASO COUNTY;
- 2) THENCE S89°51'23"E ON THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 9 AND THE SOUTHERLY LINE OF SAID ANNEXATION PLAT-MUNICIPAL AIRPORT ADDITION NO. 9, A DISTANCE OF 2,636.19 FEET TO THE POINT OF BEGINNING.

THE ABOVE TRACT OF LAND CONTAINS 6,308,390 SQUARE FEET OR 144.821 ACRES, MORE OR LESS.

