

ORDINANCE NO. 19-66

AN ORDINANCE ANNEXING TO THE CITY OF COLORADO
SPRINGS THAT AREA KNOWN AS THE CHURCH FOR ALL
NATIONS ANNEXATION CONSISTING OF 52.78 ACRES

WHEREAS, pursuant to Article II, Section 30 of the Colorado Constitution and Section 31-12-101, *et seq.*, C.R.S., known as the Municipal Annexation Act of 1965, as amended (the "Annexation Act"), persons comprising one hundred percent (100%) of the landowners and owning one hundred percent (100%) of that certain territory known as the Church for All Nations Annexation, more specifically described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property") filed a Petition for Annexation with the City Clerk of the City of Colorado Springs; and

WHEREAS, the City Council of the City of Colorado Springs, after proper notice as required by Section 31-12-108 C.R.S., held a hearing on September 24, 2019 pertaining to the annexation of the Property in accord with Section 31-12-109; and

WHEREAS, in accord with Section 31-12-110 of the Annexation Act, the City Council determined, by resolution, that the applicable provisions of Section 30 of Article II of the Colorado Constitution and Section 31-12-104 and 105 of the Annexation Act have been met, an election is not required under Section 31-12-107(2) of the Annexation Act, and no additional terms and conditions are to be imposed on the annexation of the Property; and

WHEREAS, the City Council has determined that said area should be annexed forthwith as part of the City of Colorado Springs.

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

Section 1. The Property, known as the Church for All Nations Annexation and more specifically described on the attached Exhibit "A", is hereby annexed to the City of Colorado Springs.

Section 2. When this annexation is complete, the Property shall become a part of the City of Colorado Springs for all intents and purposes on the effective date of this ordinance, provided that the conditions of Section 31-12-113(2) C.R.S.

are satisfied, with the exception of general taxation, in which respect said annexation shall not be effective until on or after January 1 next ensuing.

Section 3. This ordinance shall be in full force and effect from and after its passage and publication as provided by the City Charter.

Introduced, read, passed on first reading and ordered published this 24th day of September, 2019.

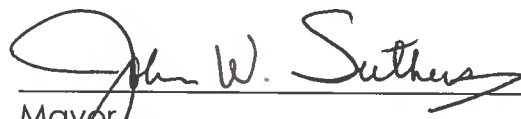
Finally passed: October 8th, 2019



Council President

Mayor's Action:

- Approved on 10/11/2019.
- Disapproved on _____, based on the following objections:



Mayor

Council Action After Disapproval:

- Council did not act to override the Mayor's veto.
- Finally adopted on a vote of _____, on _____.
- Council action on _____ failed to override the Mayor's veto.

Council President

ATTEST:




Sarah B. Johnson, City Clerk

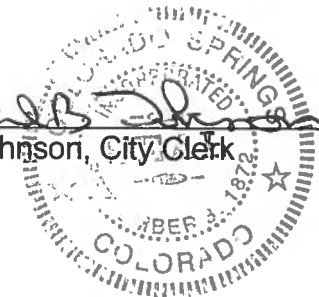


TJF

I HEREBY CERTIFY, that the foregoing ordinance entitled “AN ORDINANCE ANNEXING TO THE CITY OF COLORADO SPRINGS THAT AREA KNOWN AS THE CHURCH FOR ALL NATIONS ANNEXATION CONSISTING OF 52.78 ACRES” was introduced and read at a regular meeting of the City Council of the City of Colorado Springs, held on September 24th, 2019; that said ordinance was finally passed at a regular meeting of the City Council of said City, held on the 8th day of October, 2019, and that the same was published by title and summary, in accordance with Section 3-80 of Article III of the Charter, in the Transcript, a newspaper published and in general circulation in said City, at least ten days before its passage.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City, this 11th day of October, 2019.


Sarah B. Johnson, City Clerk



1st Publication Date: September 27th, 2019

2nd Publication Date: October 16th, 2019

Effective Date: January 1st, 2020

Initial: SBS
City Clerk



JOB NO. 2547.00-01R2
NOVEMBER 12, 2018
REV MARCH 8, 2019
REV MAY 21, 2019
PAGE 1 OF 3

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

LEGAL DESCRIPTION: CHURCH FOR ALL NATIONS ANNEXATION

A PARCEL OF LAND BEING A PORTION OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE 65 AND SECTION 12, TOWNSHIP 13 SOUTH RANGE 66, ALL WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: A PORTION OF THE EASTERLY BOUNDARY OF KUM & GO STORES 685 ANNEXATION, RECORDED UNDER RECEPTION NO. 216713828, RECORDS OF EL PASO COUNTY, COLORADO, BEING MONUMENTED AT BOTH ENDS BY A 1 1/2" ALUMINUM SURVEYORS CAP STAMPED "DB CO PLS 22573" IS ASSUMED TO BEAR N00°02'14"W, A DISTANCE OF 281.72 FEET.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 12, TOWNSHIP 13 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID POINT BEING ON THE EASTERLY BOUNDARY OF ANNEXATION PLAT OF NORWOOD ADDITION NO. 6, RECORDED UNDER RECEPTION NO. 098193066, RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE S89°34'51"E, A DISTANCE OF 28.39 FEET TO THE NORTHWESTERLY CORNER OF TEMPLETON ANNEXATION NO. 1 RECORDED UNDER RECEPTION NO. 208712803;
THENCE S00°00'36"E, ON THE WESTERLY BOUNDARY OF SAID TEMPLETON ANNEXATION NO. 1, A DISTANCE OF 294.51 FEET TO THE SOUTHWESTERLY CORNER OF SAID TEMPLETON ANNEXATION NO. 1, SAID POINT BEING THE NORTHWESTERLY CORNER OF TEMPLETON ANNEXATION NO. 2, RECORDED UNDER RECEPTION NO. 208712804;

THENCE ON THE WESTERLY AND SOUTHERLY BOUNDARY OF SAID TEMPLETON ANNEXATION NO. 2, THE FOLLOWING (3) THREE COURSES:

1. S00°00'37"E, A DISTANCE OF 100.00 FEET;
2. S06°53'46"E, A DISTANCE OF 384.27 FEET;
3. S82°47'10"E, A DISTANCE OF 1582.70 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE WESTERLY BOUNDARY OF A TRACT OF LAND DESCRIBED AS TUTT BOULEVARD RECORDED UNDER RECEPTION NO. 208136391 (PURPORTED AS THE WESTERLY BOUNDARY OF VILLANI ANNEXATION RECORDED UNDER RECEPTION NO. 219714275);

THENCE ON SAID WESTERLY BOUNDARY, ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N84°40'44"W, HAVING A DELTA OF 15°19'23", A RADIUS OF 651.50 FEET AND A DISTANCE OF 174.24 FEET;

THENCE S60°03'04"E, A DISTANCE OF 16.04 FEET TO A POINT ON THE WESTERLY BOUNDARY OF DUBLIN NORTH 3A ANNEXATION PLAT RECORDED UNDER RECEPTION NO. 207712723;

THENCE ON THE BOUNDARY OF SAID DUBLIN NORTH 3A ANNEXATION PLAT THE FOLLOWING (2) TWO COURSES:

1. S29°56'56"W, ON SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 66.63 FEET;
2. S60°03'04"E, A DISTANCE OF 80.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF TEMPLETON GAP ROAD, SAID POINT BEING THE NORTHWESTERLY CORNER OF LOT 15 AS PLATTED IN A.A. SUBDIVISION RECORDED IN PLAT BOOK W-2 AT PAGE 94;

THENCE S29°56'56"W, ON SAID EASTERLY RIGHT OF WAY LINE OF TEMPLETON GAP ROAD AND THE WESTERLY BOUNDARY OF SAID LOT 15, A DISTANCE OF 443.38 FEET;

THENCE CONTINUING S29°56'56"W, ON SAID EASTERLY RIGHT OF WAY LINE OF TEMPLETON GAP ROAD, A DISTANCE OF 157.30 FEET TO THE NORTHWESTERLY CORNER OF LOT 1 AS PLATTED IN SAID A.A. SUBDIVISION;

THENCE CONTINUING S29°56'56"W, ON SAID EASTERLY RIGHT OF WAY LINE AND THE WESTERLY BOUNDARY OF SAID LOT 1, A DISTANCE OF 391.08 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF TUTT CORNERS ADDITION RECORDED UNDER RECEPTION NO. 215713657;

THENCE ON THE BOUNDARY OF SAID TUTT CORNERS ADDITION, THE FOLLOWING (2) TWO COURSES:

1. N60°03'04"W, A DISTANCE OF 80.00 FEET TO SAID WESTERLY RIGHT OF WAY LINE OF TEMPLETON GAP ROAD;
2. S29°56'56"W, A DISTANCE OF 491.78 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF ANNEXATION PLAT OF STETSON HILLS MASTER PLAN – PHASE II RECORDED UNDER RECEPTION NO. 202004228;

THENCE S89°57'49"W, ON SAID NORTHERLY BOUNDARY, A DISTANCE OF 629.52 FEET TO A POINT ON THE EASTERLY BOUNDARY OF KUM & GO STORE 685 ANNEXATION RECORDED UNDER RECEPTION NO. 216713828;

THENCE ON THE EASTERLY AND NORTHERLY BOUNDARY OF SAID KUM & GO STORE 685 ANNEXATION, THE FOLLOWING (5) FIVE COURSES:

1. N00°02'04"W, A DISTANCE OF 44.29 FEET TO A POINT ON CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N00°02'13"W, HAVING A DELTA OF 89°59'56", A RADIUS OF 100.00 FEET AND A DISTANCE OF 157.08 FEET TO A POINT OF TANGENT;
3. N00°02'14"W, A DISTANCE OF 281.72 FEET;
4. N00°02'15"W, A DISTANCE OF 199.33 FEET;
5. S89°57'45"W, A DISTANCE OF 173.78 FEET TO A POINT ON THE EASTERLY BOUNDARY OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 6809 AT PAGE 634;

THENCE N00°06'28"W, ON SAID EASTERLY BOUNDARY, A DISTANCE OF 23.20 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 6809 AT PAGE 634, SAID POINT BEING THE SOUTHEASTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 6809 AT PAGE 632;

THENCE N00°06'28"W, ON THE EASTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN DOCUMENT RECORDED IN BOOK 6809 AT PAGE 632, A DISTANCE OF 436.21 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL OF LAND DESCRIBED IN BOOK 6809 AT PAGE 632, SAID POINT BEING THE SOUTHEASTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN BOOK 6809 AT PAGE 639, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF TEMPLETON GAP HEIGHTS FILING NO. 4 RECORDED IN PLAT BOOK L-2 AT PAGE 17;

THENCE ON THE EASTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 6809 AT PAGE 639, THE FOLLOWING (4) FOUR COURSES:

1. N00°07'19"W, ON THE EASTERLY BOUNDARY OF SAID TEMPLETON GAP HEIGHTS FILING NO. 4, A DISTANCE OF 498.90 FEET TO A POINT ON CURVE, SAID POINT BEING THE SOUTHERLY CORNER OF THE FIRST PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 6541 AT PAGE 928;
2. ON THE WESTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 6541 AT PAGE 928, ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S84°18'00"W, HAVING A DELTA OF 00°29'05", A RADIUS OF 2425.00 FEET AND A DISTANCE OF 20.51 FEET TO A POINT ON CURVE, SAID POINT BEING THE NORTHWESTERLY CORNER OF SAID FIRST PARCEL OF LAND DESCRIBED IN BOOK 6541 AT PAGE 928, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF THE SECOND PARCEL OF LAND DESCRIBED IN BOOK 6541 AT PAGE 928;
3. ON THE WESTERLY BOUNDARY OF SAID SECOND PARCEL OF LAND DESCRIBED IN BOOK 6541 AT PAGE 928 ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S83°48'56"W, HAVING A DELTA OF 00°38'55", A RADIUS OF 2425.00 FEET AND A DISTANCE OF 27.45 FEET TO A POINT OF TANGENT;
4. N06°49'59"W ON THE WESTERLY BOUNDARY OF SAID SECOND PARCEL OF LAND DESCRIBED IN BOOK 6541 AT PAGE 928, A DISTANCE OF 267.40 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL OF LAND DESCRIBED IN BOOK 6809 AT PAGE 639 AND THE NORTHWESTERLY CORNER OF SAID SECOND PARCEL OF LAND DESCRIBED IN BOOK 6541 AT PAGE 928, SAID POINT ALSO BEING ON THE SOUTHERLY BOUNDARY OF THE GREENBELT TRACT AS PLATTED IN SAID TEMPLETON GAP HEIGHTS FILING NO. 4;

THENCE N06°33'29"W, A DISTANCE OF 86.52 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID GREENBELT TRACT, SAID POINT BEING THE SOUTHEASTERLY CORNER OF ANNEXATION PLAT OF NORWOOD ADDITION NO. 10 RECORDED UNDER RECEPTION NO. 203233274, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN BOOK 5425 AT PAGE 1308, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN BOOK 5409 AT PAGE 1021;

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El Paso County, CO



**CHURCH FOR ALL NATIONS ANNEXATION NO.1
ANNEXATION AGREEMENT**

THIS ANNEXATION AGREEMENT ("Agreement"), dated this 4th day of September, 2019, is between the City of Colorado Springs, a home rule city and Colorado municipal corporation ("City"), and CFN THC, Inc., a Colorado non-profit Corporation ("Owner" or "Property Owner").

**I.
INTRODUCTION**

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

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

**II.
ANNEXATION**

The Owner has petitioned the City for annexation of the Property. The annexation will become effective upon the effective date of the ordinance documenting final approval by the City Council of the annexation (the "annexation ordinance") after satisfying all conditions precedent to annexation identified in this Agreement and the recording of (a) certified copies of the annexation ordinance and annexation plat in accordance with C.R.S. 31-12-113, (b) a fully-executed original of this Agreement, and (c) a fully-executed Church for All Nations Addition No. 1 Special Warranty Deed and irrevocable consent to the appropriation, withdrawal, and use of groundwater as forth in Exhibit B with the El Paso County Clerk and Recorder.

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

**III.
LAND USE**

The Church for All Nations Concept Plan for the Property has been proposed and submitted to the City for approval. Owner will comply with the approved Concept Plan or an amended Concept 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 Owner's Property shall be zoned PUD (Planned Unit Development; Mixed Commercial and Residential, maximum residential density 20 DU/AC, 45-foot maximum building height with 75-foot for architectural features with Airport Overlay) upon annexation. Owner acknowledges and understands 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 Church for All Nations Concept Plan, CPC PUP 13-00139, 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 Owner 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) Drainage facilities for the best management practice to control, retain, detain and convey flood and surface waters; (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 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. This Property is within the Woodmen Road Metropolitan District Service area as defined in the adopted Intergovernmental Agreement and Service Plan for the District. The Agreement requires that all new land development and construction activity be subject to the terms of the Service Plan including the payment of platting and building fees as well as annexation into the District where they are subject to the mill levy assessment for all real property. This Property shall comply with the District requirements and be annexed into the District.

C. Streets, Bridge and Traffic Control. The Property includes the annexation of a portion of existing Templeton Gap Road. The provisions of City Code §§ 7.7.706 (Reimbursements) and 7.7.1001-1006 (Arterial Roadway Bridges) are excluded. City participation or reimbursement for Arterial Streets and Arterial Bridges within the Property will not be allowed.

1. On-Site or Adjacent Streets:

a. Dublin Boulevard: Dublin Boulevard already exists adjacent to the Property. No further right-of-way or street improvements are necessary at this time, except Owner agrees to construct a pedestrian sidewalk as part of this annexation along the adjacent Property boundary. Construction of the sidewalk

adjacent to Dublin Boulevard will occur no later than along with the first development to occur along Dublin Boulevard. Issuance of a Certificate of Occupancy for buildings on each lot that abuts Dublin Boulevard is conditioned upon the completion of the sidewalk adjacent to that lot.

b. Tutt Boulevard: Pursuant to the realignment of Tutt Boulevard the Owner agrees to close its primary, most southerly access on Templeton Gap Road and support the realignment of Tutt Boulevard. Upon request of the City, Owner agrees to convey all of its interests in the vacated right of way of Templeton Gap Road to the City by quitclaim deed, in support of the Tutt Blvd realignment. With the future construction of the Tutt Boulevard alignment curb, gutter and sidewalk will be provided along the Property's adjacent boundary with the roadway. The Owner is responsible for the cost of half of all water and wastewater facilities improvements to be constructed in the future Tutt Boulevard alignment where these extensions within the roadway are adjacent to the Property.

2. Off-Site Streets and Bridges: Not Applicable.

3. Traffic Control Devices: Not Applicable

4. Street Cost Recovery. Pursuant to a cost recovery request from Ridgeview Development LLC ("Ridgeview"), parcels adjacent to Dublin Blvd are subject to cost recovery pursuant to City Code § 7.7.705(C). However, the Owner represents and warrants that Ridgeview Development waived cost recoveries against Owner pursuant to an Agreement executed by Ridgeview on July 25, 2002 (the "Cost Recovery Waiver"). In recognition of the Cost Recovery Waiver, the City agrees not to require cost recoveries from Owner for Dublin Blvd. In exchange, and as specific consideration for the City's agreement not to require costs recoveries, Owner shall indemnify, defend and hold the City harmless from and against any costs or liabilities arising from claims made by Ridgeview, or any of its creditors, as they relate to cost recoveries for Dublin Blvd. This indemnity shall constitute a covenant, which shall be binding upon and run with the Property.

D. Drainage. A Master Development Drainage Plan shall be prepared and submitted by the Owner to the City and approved by the City Engineer. Final Drainage Reports and Plans shall be prepared and submitted by the Owner to the City and approved by the City Engineer, prior to recording subdivision plats. Owner 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 Owner shall provide water quality for all developed areas; to be owned and maintained by the Owner. Owner shall be responsible for conformance with the Sand Creek Drainage Basin Planning Study. The obligations set forth in this Section V(D) shall be appurtenant to and run with the Property.

E. Parks: Any future residential uses are subject to standard parks fees.

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

G. Improvements Adjacent to Park and School Lands:

Streets and other required public improvements adjacent to park and school lands dedicated within the Property will be built by the Owner without reimbursement by the City or any school district.

VI. UTILITY SERVICES

A. Colorado Springs Utilities' (CSU) Services. CSU's water, non-potable water, wastewater, electric, streetlight, and gas services ("Utility Service" or together as "Utility Services") are available to eligible customers upon connection to CSU's facilities or utility systems on a "first-come, first-served" basis, provided that (among other things) the City and CSU determine that the applicant meets all applicable City ordinances and regulations, and applicable CSU tariff requirements and regulations for each application for Utility Service. In addition, the

availability of Utility Services is contingent upon the terms detailed herein and the dedication of public rights-of-way, private rights-of-way, or easements that CSU determines are required for the extension of any proposed Utility Service from CSU system facilities that currently exist or that may exist at the time of the proposed extension.

Owners shall ensure that the connection and/or extension of Utility Services to the Property are in accord with all codes and regulations in effect at the time of Utility Service connection and/or extension, including but not limited to CSU's tariffs, rules, and policies, City ordinances, resolutions, and policies, and Pikes Peak Regional Building Department codes. Further, as specified herein below, 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 CSU. CSU's connection requirements may require the Owners to provide a bond(s) or to execute a Revenue Guarantee Contract or other CSU-approved guarantee for the extension of any Utility Service before CSU authorizes the extension of Utility Services and/or other utility systems improvements, and/or any request for service connection to the Property by Owners. Owners acknowledge that such 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, and any costs CSU incurs to acquire additional service territory for the Utility Service to be provided, including those costs specified in paragraph C below. 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 CSU's Customer Contract Administration at (719) 668-8111 to ascertain which fees or charges apply to the Property.

Owners acknowledge that annexation of the Property does not imply a guarantee of water supply, wastewater treatment system capacity, or any other Utility Service supply or capacity, and CSU does not guarantee Utility Service to the Property until such time as permanent service is initiated. Accordingly, no specific allocations or amounts of Utility Services, facilities, capacities or supplies are reserved for the Property or Owners upon annexation, and the City and CSU make no commitments as to the availability of any Utility Service at any time in the future.

B. Dedications and Easements. Notwithstanding anything contained in Section 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 CSU determines are required for all utility-system facilities necessary to serve the Property or to ensure development of an integrated utility system, including but not limited to, any access roads, gas regulation or electric substation sites, electric transmission and distribution facilities, water storage reservoir/facility sites, and wastewater or water pump station sites. CSU, shall determine the location and size of all property necessary to be dedicated or otherwise conveyed.

Owners shall provide CSU all written, executed conveyances prior to platting or prior to the development of the Property as determined by CSU. Owners shall pay all fees and costs applicable to and/or associated with the platting of the real property to be dedicated to the City, and all fees and costs associated with the conveyance of real property interests by plat or by separate instrument, including but not limited to, a Phase 1 environmental assessment and a Phase 2 environmental assessment if required by CSU as a result of the Phase 1 assessment, 'closing' costs, title policy fees, and recording fees for any deeds, permanent or temporary easement documents, or other required documents. Dedicated and/or deeded properties and easements are not, and shall not be, subject to refund or reimbursement and shall be deeded or dedicated to the City free and clear of any liens or encumbrances, with good and marketable title and otherwise in compliance with City Code § 7.7.1802.

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

If Owners, with prior written approval by CSU, 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 CSU, determines that Owners' relocation or alteration requires new or updated easements, Owners shall convey those easements prior to relocating or altering the existing utility facilities using CSU's then-current Permanent Easement Agreement form without modification or as approved by CSU. CSU will only relocate existing gas or electric facilities during time frames and in a manner that CSU determines will minimize outages and loss of service.

C. Extension of Utility Facilities by CSU: CSU currently provides electric and gas service to the Property. Subject to the provisions of this Article, including sections A and B above, and all applicable CSU tariffs, rules, regulations, and standards, CSU will continue to provide electric and gas service to the Property. In the event of future development or redevelopment, CSU will extend electric and gas service to the Property if CSU determines that there will be no adverse effect to any Utility Service or utility easement. Owners shall cooperate with CSU to ensure that any extension of gas or electric facilities to serve the Property will be in accordance with CSU's Line Extension and Service Standards.

D. Water and Wastewater Facilities by CSU: The Owners shall pay any recovery-agreement charges or other fees or charges that are not currently approved by CSU for the Property, but which may become applicable as a result of any on-site or off-site water or wastewater system facilities that CSU or other developers may design and construct in order to ensure an integrated water or wastewater system supplying the Property. Additionally, the Owners shall be subject to cost recovery for the engineering, materials and installation costs incurred by CSU 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 or treatment facilities, wastewater pipeline facilities, or other wastewater collection facilities and appurtenances that CSU, in its sole discretion, determines are necessary to serve the Property.

E. 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 accord with all applicable CSU tariffs, rules, regulations, including CSU's Line Extension and Service Standards, and all City ordinances and regulations 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, installation and obtain preliminary acceptance of such utility facilities prior to CSU's approval of Owners' water and wastewater service requests.

Owners shall be solely responsible for all costs and fees associated with engineering, materials, and installation of all water system facilities and appurtenances, and all wastewater collection facilities and appurtenances, whether on-site or off-site, that are necessary to serve the Property or to ensure development of an integrated water or wastewater system serving the Property and areas outside the Property as determined by CSU. Further, Owners acknowledge that CSU may require that such water or wastewater system facilities be larger than necessary to serve the Property itself, and may require the Owners to participate with other development projects on a fair-share, pro rata basis in any necessary off-site system facilities improvements. In the event CSU requires such water and wastewater systems to be larger than necessary to serve the Property itself, then Owners may seek reimbursement as provided in CSU's Utilities Rules and Regulations.

The plans, specifications and construction of the water facilities and appurtenances, and the wastewater facilities and appurtenances are each subject to CSU's inspection and written acceptance, and CSU shall make the final determination as to the size, location, point(s) of connection and the required appurtenances of the system facilities to be constructed. No work shall commence on any proposed water or wastewater extension facilities until CSU provides written approval of Owners' water or wastewater construction plans and copies of such approved plans are received by CSU. Owners may only connect newly-constructed facilities to CSU's existing water or wastewater system upon CSU's inspection and written acceptance of such facilities.

As part of any development plan submittal for the Property, Owners acknowledge that a Preliminary Utility Plan, Wastewater Master Facility Report, Hydraulic Grade Line Request Form, and Hydraulic Analysis Report (as determined by CSU) are required and must be completed and approved by CSU.

The water distribution system facilities must meet CSU's criteria for quality, reliability and pressure. The water distribution system shall ensure capacity, pressure and system reliability for both partially completed and fully completed conditions and the static pressure of the water distribution system shall be a minimum of 60 psi. Also, to ensure the protection of public health and to maintain compliance with state regulatory requirements, the detailed plans for all customer-owned, non-potable water distribution systems, including irrigation systems, must be approved by CSU.

Further, Owners recognize that the extension of water system facilities may affect the quality of water in CSU's water system. Consequently, Owners acknowledge responsibility for any costs that CSU determines necessary to incur in order to maintain water quality in its system as a result of Owners' water system extensions, including but not limited to, the cost of any lost water, materials and labor from pipeline-flushing maintenance activities, temporary pipeline loop extensions, or other appurtenances and measures that CSU determines are necessary to minimize pipeline flushing and to maintain water quality (Water-quality Maintenance Costs). Owners shall reimburse CSU for such Water-quality Maintenance Costs within thirty (30) days of receipt of an invoice for such costs.

F. Limitation of Applicability: The provisions of this Agreement set forth the requirements of the City and CSU in effect at the time of the annexation of the Property. These provisions shall not be construed as a limitation upon the authority of the City or CSU 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 apply to the City generally and are in accord with the then-current tariffs, rates, regulations and policies of CSU. Subject to the provisions of the Article of this Agreement that is labeled "WATER RIGHTS", CSU's tariffs, policies, and/or contract agreements, as may be modified from time to time, shall govern the use of all Utilities Services, including but not limited to, groundwater and non-potable water for irrigation use by the Owners for the Owners' exclusive use.

G. Southeastern Colorado Water Conservancy District: Notice is hereby provided that upon annexation the Property is subject to subsequent inclusion into 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 for the purposes of meeting the financial obligations of the District. The Owners acknowledge that water service for the Property will not be made available by CSU until such time as the Property is formally included within the boundaries of the District. District inclusion requires consent by the Bureau of Reclamation ("Reclamation"). The Owners shall be responsible for taking all actions necessary for inclusion of the Property into the boundaries of the District, including but not limited to, any action required to obtain Reclamation's consent to include the Property into the District.

VII. WATER RIGHTS

As provided in the Special Warranty Deed and Irrevocable Consent to the Appropriation, Withdrawal and Use of Groundwater ("Deed"), which is attached to this Agreement and hereby incorporated by reference, Owners grant to the City, all right, title and interest 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 the 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 so long as such easements are not inconsistent with existing or future planned improvements. Wells constructed by the City outside the Property may withdraw groundwater under Owners' Property without additional consent from Owners.

Upon annexation of the Property, the existing well permitted by Colorado Division of Water Resources under Well Permit 048574-F ("Well Permit") will become subject to the City's applicable ordinances and CSU's applicable tariffs, Rules and Regulations, and rates as amended in the future. Owner's uses of groundwater shall be subject to approval by the City and CSU, and shall be consistent with CSU's standards, tariffs, policies, and the City's ordinances, resolutions and policies for the use of groundwater now in effect or as amended in the future. Subject to the approval of City Council, Owner shall be permitted to continue using the existing well on the Property and withdrawing and using the groundwater therefrom for nonpotable irrigation use only consistent with the terms and conditions of the Well Permit, provided however, that Owner makes such modifications to the well as necessary to comply with the City's cross-connection control ordinances and requirements and receives CSU's written confirmation that such nonpotable use complies with the City's cross-connection control ordinances and requirements and is consistent with the terms and conditions of the Well Permit. Owner must provide CSU with prior written notice of such non-potable irrigation use. No commingling of water withdrawn from the existing well and CSU's potable water supply will be permitted. City Council approval of the annexation ordinance consenting to the terms of this paragraph is a condition precedent to this annexation of the Property.

VIII.
FIRE PROTECTION

After annexation of the Property to the City, fire protection services will be provided by the City through its Fire Department. After annexation, the Property will be assessed property taxes payable to the City.

Within 90 days of the annexation being finalized, the owner grants the Colorado Springs Fire Department access into any buildings within the Property, included as part of the annexation, for fire inspection purposes. The fire inspection is to determine the presence and status of all fire protection systems to include but not limited to: fire sprinklers, fire alarms, standpipe systems, fire hydrants, water supply, and other specialized fire protection systems; the presence, amounts, and locations of any hazardous materials; the determination if any operational (annual) permits are required; the status and adequacy of current fire lanes; and any other fire code provision discovered.

IX.
FIRE PROTECTION FEE

Owner agrees to pay a fee of \$1,631.00 per gross acre of the entire annexed area ("Fire Protection Fee") as the Owner's share of the capital cost of a new fire station and the initial apparatus purchase required to service this annexation as well as adjacent areas of future annexation. The Fire Protection Fee will be due with the recordation of any subdivision plat. The City agrees as future annexations occur within the service area of the proposed fire station the owners of future annexations will be required to pay a per-acre Fire Protection Fee to the City for the capital improvements to the fire station.

X.

POLICE SERVICE FEE

The Owner agrees to pay a fee of \$670.00 per gross acre of the entire annexed area ("Police Service Fee") as Owner's share of the capital cost of a new police station and the initial equipment purchase required to service this annexation as well as adjacent areas of future annexation. The Police Service Fee will be due with the recordation of any subdivision plat. The City agrees as future annexations occur within the service area of the proposed police station the owners of future annexations will be required to pay a per-acre Police Service Fee to the City for the capital improvements to the police station.

XI.
PUBLIC LAND DEDICATION

Owner 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.

Owner 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 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

Where as used in this Agreement, the term "the 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 represents and warrants that the only outstanding deed of trust ^{(s) are s} ~~is~~ Deed of Trust dated Jan 26, 2017 & Dec for the benefit of First Bank of Ouwasso, and there are no other outstanding deeds of 20 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 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 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 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 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 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 set their hands and seals the 25th day and October year first written above.

CITY OF COLORADO SPRINGS

BY: 
John Suthers, Mayor

ATTEST:

BY: 
Sarah B. Johnson, City Clerk



APPROVED AS TO FORM:

BY: 
Benjamin J. Bolinger, City Attorney



PROPERTY OWNER:

CFN THC, Inc.
A Colorado Non-profit Corporation
Name: Terry Mandel
Title: President

Terry Mandel
Terry Mandel

09/04/2019
Date

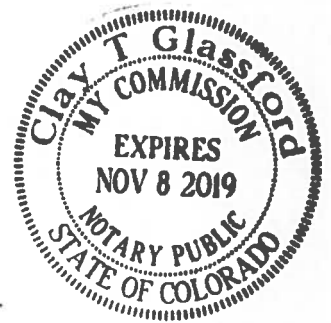
ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me this 4TH day of SEPTEMBER, 2019,
by TERRY MANDEL, as PRESIDENT of and on behalf of CFN
THC, Inc., a Colorado Non-profit Corporation, as Owner.

Witness my hand and notarial seal.

My commission expires: 11/8/2019



Clay T. Glassford
Notary Public
Address: 3316 UNION JACK WAY
COLORADO SPRINGS, CO 80920

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE 65 AND SECTION 12, TOWNSHIP 13 SOUTH RANGE 66, ALL WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: A PORTION OF THE EASTERLY BOUNDARY OF KUM & GO STORES 685 ANNEXATION, RECORDED UNDER RECEPTION NO. 216713828, RECORDS OF EL PASO COUNTY, COLORADO, BEING MONUMENTED AT BOTH ENDS BY A 1 ½" ALUMINUM SURVEYORS CAP STAMPED "DB CO PLS 22573" IS ASSUMED TO BEAR N00°02'14"W, A DISTANCE OF 281.72 FEET.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 12, TOWNSHIP 13 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID POINT BEING ON THE EASTERLY BOUNDARY OF ANNEXATION PLAT OF NORWOOD ADDITION NO. 6, RECORDED UNDER RECEPTION NO. 098193066, RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE S89°34'51"E, A DISTANCE OF 28.39 FEET TO THE NORTHWESTERLY CORNER OF TEMPLETON ANNEXATION NO. 1 RECORDED UNDER RECEPTION NO. 208712803;
THENCE S00°00'36"E, ON THE WESTERLY BOUNDARY OF SAID TEMPLETON ANNEXATION NO. 1, A DISTANCE OF 294.51 FEET TO THE SOUTHWESTERLY CORNER OF SAID TEMPLETON ANNEXATION NO. 1, SAID POINT BEING THE NORTHWESTERLY CORNER OF TEMPLETON ANNEXATION NO. 2, RECORDED UNDER RECEPTION NO. 208712804;

THENCE ON THE WESTERLY AND SOUTHERLY BOUNDARY OF SAID TEMPLETON ANNEXATION NO. 2, THE FOLLOWING (3) THREE COURSES:

1. S00°00'37"E, A DISTANCE OF 100.00 FEET;
2. S06°53'46"E, A DISTANCE OF 384.27 FEET;
3. S82°47'10"E, A DISTANCE OF 1582.70 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE WESTERLY BOUNDARY OF A TRACT OF LAND DESCRIBED AS TUTT BOULEVARD RECORDED UNDER RECEPTION NO. 208136391 (PURPORTED AS THE WESTERLY BOUNDARY OF VILLANI ANNEXATION RECORDED UNDER RECEPTION NO. 219714275);

THENCE ON SAID WESTERLY BOUNDARY, ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N84°40'44"W, HAVING A DELTA OF 15°19'23", A RADIUS OF 651.50 FEET AND A DISTANCE OF 174.24 FEET;

THENCE S60°03'04"E, A DISTANCE OF 16.04 FEET TO A POINT ON THE WESTERLY BOUNDARY OF DUBLIN NORTH 3A ANNEXATION PLAT RECORDED UNDER RECEPTION NO. 207712723;

THENCE ON THE BOUNDARY OF SAID DUBLIN NORTH 3A ANNEXATION PLAT THE FOLLOWING (2) TWO COURSES:

1. S29°56'56"W, ON SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 66.63 FEET;
2. S60°03'04"E, A DISTANCE OF 80.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF TEMPLETON GAP ROAD, SAID POINT BEING THE NORTHWESTERLY CORNER OF LOT 15 AS PLATTED IN A.A. SUBDIVISION RECORDED IN PLAT BOOK W-2 AT PAGE 94;

THENCE S29°56'56"W, ON SAID EASTERLY RIGHT OF WAY LINE OF TEMPLETON GAP ROAD AND THE WESTERLY BOUNDARY OF SAID LOT 15, A DISTANCE OF 443.38 FEET;

THENCE CONTINUING S29°56'56"W, ON SAID EASTERLY RIGHT OF WAY LINE OF TEMPLETON GAP ROAD, A DISTANCE OF 157.30 FEET TO THE NORTHWESTERLY CORNER OF LOT 1 AS PLATTED IN SAID A.A. SUBDIVISION;

THENCE CONTINUING S29°56'56"W, ON SAID EASTERLY RIGHT OF WAY LINE AND THE WESTERLY BOUNDARY OF SAID LOT 1, A DISTANCE OF 391.08 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF TUTT CORNERS ADDITION RECORDED UNDER RECEPTION NO. 215713657;

THENCE ON THE BOUNDARY OF SAID TUTT CORNERS ADDITION, THE FOLLOWING (2) TWO COURSES:

1. N60°03'04"W, A DISTANCE OF 80.00 FEET TO SAID WESTERLY RIGHT OF WAY LINE OF TEMPLETON GAP ROAD;
2. S29°56'56"W, A DISTANCE OF 491.78 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF ANNEXATION PLAT OF STETSON HILLS MASTER PLAN – PHASE II RECORDED UNDER RECEPTION NO. 202004228;

THENCE S89°57'49"W, ON SAID NORTHERLY BOUNDARY, A DISTANCE OF 629.52 FEET TO A POINT ON THE EASTERLY BOUNDARY OF KUM & GO STORE 685 ANNEXATION RECORDED UNDER RECEPTION NO. 216713828;

THENCE ON THE EASTERLY AND NORTHERLY BOUNDARY OF SAID KUM & GO STORE 685 ANNEXATION, THE FOLLOWING (5) FIVE COURSES:

1. N00°02'04"W, A DISTANCE OF 44.29 FEET TO A POINT ON CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N00°02'13"W, HAVING A DELTA OF 89°59'56", A RADIUS OF 100.00 FEET AND A DISTANCE OF 157.08 FEET TO A POINT OF TANGENT;
3. N00°02'14"W, A DISTANCE OF 281.72 FEET;
4. N00°02'15"W, A DISTANCE OF 199.33 FEET;
5. S89°57'45"W, A DISTANCE OF 173.78 FEET TO A POINT ON THE EASTERLY BOUNDARY OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 6809 AT PAGE 634;

THENCE N00°06'28"W, ON SAID EASTERLY BOUNDARY, A DISTANCE OF 23.20 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 6809 AT PAGE 634, SAID POINT BEING THE SOUTHEASTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 6809 AT PAGE 632;

THENCE N00°06'28"W, ON THE EASTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN DOCUMENT RECORDED IN BOOK 6809 AT PAGE 632, A DISTANCE OF 436.21 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL OF LAND DESCRIBED IN BOOK 6809 AT PAGE 632, SAID POINT BEING THE SOUTHEASTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN BOOK 6809 AT PAGE 639, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF TEMPLETON GAP HEIGHTS FILING NO. 4 RECORDED IN PLAT BOOK L-2 AT PAGE 17;

THENCE ON THE EASTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 6809 AT PAGE 639, THE FOLLOWING (4) FOUR COURSES:

1. N00°07'19"W, ON THE EASTERLY BOUNDARY OF SAID TEMPLETON GAP HEIGHTS FILING NO. 4, A DISTANCE OF 498.90 FEET TO A POINT ON CURVE, SAID POINT BEING THE SOUTHERLY CORNER OF THE FIRST PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 6541 AT PAGE 928;
2. ON THE WESTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 6541 AT PAGE 928, ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S84°18'00"W, HAVING A DELTA OF 00°29'05", A RADIUS OF 2425.00 FEET AND A DISTANCE OF 20.51 FEET TO A POINT ON CURVE, SAID POINT BEING THE NORTHWESTERLY CORNER OF SAID FIRST PARCEL OF LAND DESCRIBED IN BOOK 6541 AT PAGE 928, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF THE SECOND PARCEL OF LAND DESCRIBED IN BOOK 6541 AT PAGE 928;
3. ON THE WESTERLY BOUNDARY OF SAID SECOND PARCEL OF LAND DESCRIBED IN BOOK 6541 AT PAGE 928 ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S83°48'56"W, HAVING A DELTA OF 00°38'55", A RADIUS OF 2425.00 FEET AND A DISTANCE OF 27.45 FEET TO A POINT OF TANGENT;
4. N06°49'59"W ON THE WESTERLY BOUNDARY OF SAID SECOND PARCEL OF LAND DESCRIBED IN BOOK 6541 AT PAGE 928, A DISTANCE OF 267.40 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL OF LAND DESCRIBED IN BOOK 6809 AT PAGE 639 AND THE NORTHWESTERLY CORNER OF SAID SECOND PARCEL OF LAND DESCRIBED IN BOOK 6541 AT PAGE 928, SAID POINT ALSO BEING ON THE SOUTHERLY BOUNDARY OF THE GREENBELT TRACT AS PLATTED IN SAID TEMPLETON GAP HEIGHTS FILING NO. 4;

THENCE N06°33'29"W, A DISTANCE OF 86.52 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID GREENBELT TRACT, SAID POINT BEING THE SOUTHEASTERLY CORNER OF ANNEXATION PLAT OF NORWOOD ADDITION NO. 10 RECORDED UNDER RECEPTION NO. 203233274, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN BOOK 5425 AT PAGE 1308, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN BOOK 5409 AT PAGE 1021;

THENCE ON THE EASTERLY BOUNDARY OF SAID ANNEXATION PLAT OF NOR'WOOD ADDITION NO. 10, THE EASTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN BOOK 5425 AT PAGE 1308 AND THE WESTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN BOOK 5425 AT PAGE 1308, THE FOLLOWING (2) TWO COURSES:

1. N06°52'19"W, A DISTANCE OF 212.97 FEET TO A POINT ON CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N83°07'24"E, HAVING A DELTA OF 05°47'59", A RADIUS OF 2575.00 FEET AND A DISTANCE OF 260.65 FEET TO A POINT ON CURVE, SAID POINT BEING THE NORTHEASTERLY CORNER OF SAID ANNEXATION PLAT OF NOR'WOOD ADDITION NO. 10, THE NORTHWESTERLY CORNER OF SAID PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 5425 AT PAGE 1308 AND ON THE SOUTHERLY BOUNDARY OF SAID ANNEXATION PLAT OF NOR'WOOD ADDITION NO. 6;

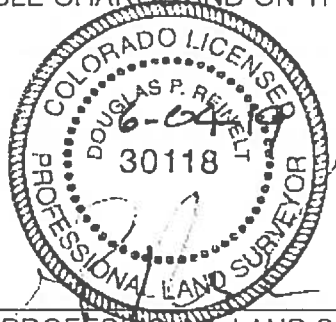
THENCE ON THE BOUNDARY OF SAID ANNEXATION PLAT OF NOR'WOOD ADDITION NO. 6, THE FOLLOWING (3) THREE COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S11°04'14"E, HAVING A DELTA OF 11°00'14", A RADIUS OF 70.00 FEET AND A DISTANCE OF 13.44 FEET TO A POINT ON CURVE;
2. N89°58'50"E, ON THE NORTHERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN BOOK 5425 AT PAGE 1308 AND IT'S EASTERLY EXTENSION, A DISTANCE OF 137.04 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12;
3. N00°03'42"W, ON SAID EAST LINE, A DISTANCE OF 40.51 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 52.779 ACRES.

LEGAL DESCRIPTION STATEMENT:

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




[Handwritten Signature]

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

JUNE 06, 2019
 DATE

Accepted by the City of Colorado Springs

By:  this 5 day of September, 2019
Real Estate Services Manager

By:  this 5 day of September, 2019
Colorado Springs Utilities Systems Extension Manager

Approved as to Form:

By:  Date: 8/5/19
City Attorney's Office

Exhibit A
LEGAL DESCRIPTION

To the Special Warranty Deed and Irrevocable Consent to the Appropriation, Withdrawal and Use of Groundwater executed by CFN THC, Inc., Grantor, on 5/24/2019.

A PARCEL OF LAND BEING A PORTION OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE 65 AND SECTION 12, TOWNSHIP 13 SOUTH RANGE 66, ALL WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: A PORTION OF THE EASTERLY BOUNDARY OF KUM & GO STORES 685 ANNEXATION, RECORDED UNDER RECEPTION NO. 216713828, RECORDS OF EL PASO COUNTY, COLORADO, BEING MONUMENTED AT BOTH ENDS BY A 1 1/2" ALUMINUM SURVEYORS CAP STAMPED "DB CO PLS 22573" IS ASSUMED TO BEAR N00°02'14"W, A DISTANCE OF 281.72 FEET.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 12, TOWNSHIP 13 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID POINT BEING ON THE EASTERLY BOUNDARY OF ANNEXATION PLAT OF NORWOOD ADDITION NO. 6, RECORDED UNDER RECEPTION NO. 098193066, RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE S89°34'51"E, A DISTANCE OF 28.39 FEET TO THE NORTHWESTERLY CORNER OF TEMPLETON ANNEXATION NO. 1 RECORDED UNDER RECEPTION NO. 208712803;
THENCE S00°00'36"E, ON THE WESTERLY BOUNDARY OF SAID TEMPLETON ANNEXATION NO. 1, A DISTANCE OF 294.51 FEET TO THE SOUTHWESTERLY CORNER OF SAID TEMPLETON ANNEXATION NO. 1, SAID POINT BEING THE NORTHWESTERLY CORNER OF TEMPLETON ANNEXATION NO. 2, RECORDED UNDER RECEPTION NO. 208712804;

THENCE ON THE WESTERLY AND SOUTHERLY BOUNDARY OF SAID TEMPLETON ANNEXATION NO. 2, THE FOLLOWING (3) THREE COURSES:

1. S00°00'37"E, A DISTANCE OF 100.00 FEET;
2. S06°53'46"E, A DISTANCE OF 384.27 FEET;
3. S82°47'10"E, A DISTANCE OF 1582.70 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE WESTERLY BOUNDARY OF A TRACT OF LAND DESCRIBED AS TUTT BOULEVARD RECORDED UNDER RECEPTION NO. 208136391 (PURPORTED AS THE WESTERLY BOUNDARY OF VILLANI ANNEXATION RECORDED UNDER RECEPTION NO. 219714275);

THENCE ON SAID WESTERLY BOUNDARY, ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N84°40'44"W, HAVING A DELTA OF 15°19'23", A RADIUS OF 651.50 FEET AND A DISTANCE OF 174.24 FEET;

THENCE S60°03'04"E, A DISTANCE OF 16.04 FEET TO A POINT ON THE WESTERLY BOUNDARY OF DUBLIN NORTH 3A ANNEXATION PLAT RECORDED UNDER RECEPTION NO. 207712723;

THENCE ON THE BOUNDARY OF SAID DUBLIN NORTH 3A ANNEXATION PLAT THE FOLLOWING (2) TWO COURSES:

1. S29°56'56"W, ON SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 66.63 FEET;
2. S60°03'04"E, A DISTANCE OF 80.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF TEMPLETON GAP ROAD, SAID POINT BEING THE NORTHWESTERLY CORNER OF LOT 15 AS PLATTED IN A.A. SUBDIVISION RECORDED IN PLAT BOOK W-2 AT PAGE 94;

THENCE S29°56'56"W, ON SAID EASTERLY RIGHT OF WAY LINE OF TEMPLETON GAP ROAD AND THE WESTERLY BOUNDARY OF SAID LOT 15, A DISTANCE OF 443.38 FEET;

THENCE CONTINUING S29°56'56"W, ON SAID EASTERLY RIGHT OF WAY LINE OF TEMPLETON GAP ROAD, A DISTANCE OF 157.30 FEET TO THE NORTHWESTERLY CORNER OF LOT 1 AS PLATTED IN SAID A.A. SUBDIVISION;

THENCE CONTINUING S29°56'56"W, ON SAID EASTERLY RIGHT OF WAY LINE AND THE WESTERLY BOUNDARY OF SAID LOT 1, A DISTANCE OF 391.08 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF TUTT CORNERS ADDITION RECORDED UNDER RECEPTION NO. 215713657;

THENCE ON THE BOUNDARY OF SAID TUTT CORNERS ADDITION, THE FOLLOWING (2) TWO COURSES:

1. N60°03'04"W, A DISTANCE OF 80.00 FEET TO SAID WESTERLY RIGHT OF WAY LINE OF TEMPLETON GAP ROAD;
2. S29°56'56"W, A DISTANCE OF 491.78 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF ANNEXATION PLAT OF STETSON HILLS MASTER PLAN – PHASE II RECORDED UNDER RECEPTION NO. 202004228;

THENCE S89°57'49"W, ON SAID NORTHERLY BOUNDARY, A DISTANCE OF 629.52 FEET TO A POINT ON THE EASTERLY BOUNDARY OF KUM & GO STORE 685 ANNEXATION RECORDED UNDER RECEPTION NO. 216713828;

THENCE ON THE EASTERLY AND NORTHERLY BOUNDARY OF SAID KUM & GO STORE 685 ANNEXATION, THE FOLLOWING (5) FIVE COURSES:

1. N00°02'04"W, A DISTANCE OF 44.29 FEET TO A POINT ON CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N00°02'13"W, HAVING A DELTA OF 89°59'56", A RADIUS OF 100.00 FEET AND A DISTANCE OF 157.08 FEET TO A POINT OF TANGENT;
3. N00°02'14"W, A DISTANCE OF 281.72 FEET;
4. N00°02'15"W, A DISTANCE OF 199.33 FEET;
5. S89°57'45"W, A DISTANCE OF 173.78 FEET TO A POINT ON THE EASTERLY BOUNDARY OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 6809 AT PAGE 634;

THENCE N00°06'28"W, ON SAID EASTERLY BOUNDARY, A DISTANCE OF 23.20 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 6809 AT PAGE 634, SAID POINT BEING THE SOUTHEASTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 6809 AT PAGE 632;

THENCE N00°06'28"W, ON THE EASTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN DOCUMENT RECORDED IN BOOK 6809 AT PAGE 632, A DISTANCE OF 436.21 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL OF LAND DESCRIBED IN BOOK 6809 AT PAGE 632, SAID POINT BEING THE SOUTHEASTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN BOOK 6809 AT PAGE 639, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF TEMPLETON GAP HEIGHTS FILING NO. 4 RECORDED IN PLAT BOOK L-2 AT PAGE 17;

THENCE ON THE EASTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 6809 AT PAGE 639, THE FOLLOWING (4) FOUR COURSES:

1. N00°07'19"W, ON THE EASTERLY BOUNDARY OF SAID TEMPLETON GAP HEIGHTS FILING NO. 4, A DISTANCE OF 498.90 FEET TO A POINT ON CURVE, SAID POINT BEING THE SOUTHERLY CORNER OF THE FIRST PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 6541 AT PAGE 928;
2. ON THE WESTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 6541 AT PAGE 928, ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S84°18'00"W, HAVING A DELTA OF 00°29'05", A RADIUS OF 2425.00 FEET AND A DISTANCE OF 20.51 FEET TO A POINT ON CURVE, SAID POINT BEING THE NORTHWESTERLY CORNER OF SAID FIRST PARCEL OF LAND DESCRIBED IN BOOK 6541 AT PAGE 928, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF THE SECOND PARCEL OF LAND DESCRIBED IN BOOK 6541 AT PAGE 928;
3. ON THE WESTERLY BOUNDARY OF SAID SECOND PARCEL OF LAND DESCRIBED IN BOOK 6541 AT PAGE 928 ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S83°48'56"W, HAVING A DELTA OF 00°38'55", A RADIUS OF 2425.00 FEET AND A DISTANCE OF 27.45 FEET TO A POINT OF TANGENT;
4. N06°49'59"W ON THE WESTERLY BOUNDARY OF SAID SECOND PARCEL OF LAND DESCRIBED IN BOOK 6541 AT PAGE 928, A DISTANCE OF 267.40 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL OF LAND DESCRIBED IN BOOK 6809 AT PAGE 639 AND THE NORTHWESTERLY CORNER OF SAID SECOND PARCEL OF LAND DESCRIBED IN BOOK 6541 AT PAGE 928, SAID POINT ALSO BEING ON THE SOUTHERLY BOUNDARY OF THE GREENBELT TRACT AS PLATTED IN SAID TEMPLETON GAP HEIGHTS FILING NO. 4;

THENCE N06°33'29"W, A DISTANCE OF 86.52 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID GREENBELT TRACT, SAID POINT BEING THE SOUTHEASTERLY CORNER OF ANNEXATION PLAT OF NOR'WOOD ADDITION NO. 10 RECORDED UNDER RECEPTION NO. 203233274, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN BOOK 5425 AT PAGE 1308, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN BOOK 5409 AT PAGE 1021;

THENCE ON THE EASTERLY BOUNDARY OF SAID ANNEXATION PLAT OF NORWOOD ADDITION NO. 10, THE EASTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN BOOK 5425 AT PAGE 1308 AND THE WESTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN BOOK 5425 AT PAGE 1308, THE FOLLOWING (2) TWO COURSES:

1. N06°52'19"W, A DISTANCE OF 212.97 FEET TO A POINT ON CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N83°07'24"E, HAVING A DELTA OF 05°47'59", A RADIUS OF 2575.00 FEET AND A DISTANCE OF 260.65 FEET TO A POINT ON CURVE, SAID POINT BEING THE NORTHEASTERLY CORNER OF SAID ANNEXATION PLAT OF NORWOOD ADDITION NO. 10, THE NORTHWESTERLY CORNER OF SAID PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 5425 AT PAGE 1308 AND ON THE SOUTHERLY BOUNDARY OF SAID ANNEXATION PLAT OF NORWOOD ADDITION NO. 6;

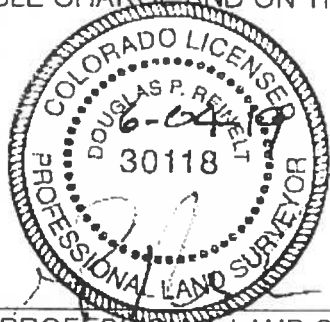
THENCE ON THE BOUNDARY OF SAID ANNEXATION PLAT OF NORWOOD ADDITION NO. 6, THE FOLLOWING (3) THREE COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S11°04'14"E, HAVING A DELTA OF 11°00'14", A RADIUS OF 70.00 FEET AND A DISTANCE OF 13.44 FEET TO A POINT ON CURVE;
2. N89°58'50"E, ON THE NORTHERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN BOOK 5425 AT PAGE 1308 AND IT'S EASTERLY EXTENSION, A DISTANCE OF 137.04 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12;
3. N00°03'42"W, ON SAID EAST LINE, A DISTANCE OF 40.51 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 52.779 ACRES.

LEGAL DESCRIPTION STATEMENT:

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



Handwritten signature of Douglas P. Reinelt

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

JUNE 06 2019
DATE

Exhibit B

To the Special Warranty Deed and Irrevocable Consent to the Appropriation, Withdrawal and Use of Groundwater executed by CFN THC, Inc., a Colorado Non-profit Corporation, as Grantor on 09/04/2019.

Decreed Groundwater Rights

Case No.

Court:

Source:

Amount:

Date of Decree:

Name of Owner:

Permitted Groundwater

Permit No.

Date of Permit:

Source:

Amount:

Name of Owner:

Legal Description of Well or other structure:

Surface Water Rights

Name of Water Right:

Case No.

Court:


Source:


Amount:

Date of Decree:

Name of Owner:

Accepted by the City of Colorado Springs

By:  this 5 day of September, 2019
Real Estate Services Manager

By:  this 5 day of September, 2019
Colorado Springs Utilities Systems Extension Manager

Approved as to Form:

By: 
City Attorney's Office

Date: 9/5/19

Exhibit A
LEGAL DESCRIPTION

To the Special Warranty Deed and Irrevocable Consent to the Appropriation, Withdrawal and Use of Groundwater executed by CFN THC, Inc., Grantor, on 09/04/2019.

A PARCEL OF LAND BEING A PORTION OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE 65 AND SECTION 12, TOWNSHIP 13 SOUTH RANGE 66, ALL WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: A PORTION OF THE EASTERLY BOUNDARY OF KUM & GO STORES 685 ANNEXATION, RECORDED UNDER RECEPTION NO. 216713828, RECORDS OF EL PASO COUNTY, COLORADO, BEING MONUMENTED AT BOTH ENDS BY A 1 1/2" ALUMINUM SURVEYORS CAP STAMPED "DB CO PLS 22573" IS ASSUMED TO BEAR N00°02'14"W, A DISTANCE OF 281.72 FEET.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 12, TOWNSHIP 13 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID POINT BEING ON THE EASTERLY BOUNDARY OF ANNEXATION PLAT OF NORWOOD ADDITION NO. 6, RECORDED UNDER RECEPTION NO. 098193066, RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE S89°34'51"E, A DISTANCE OF 28.39 FEET TO THE NORTHWESTERLY CORNER OF TEMPLETON ANNEXATION NO. 1 RECORDED UNDER RECEPTION NO. 208712803;
THENCE S00°00'36"E, ON THE WESTERLY BOUNDARY OF SAID TEMPLETON ANNEXATION NO. 1, A DISTANCE OF 294.51 FEET TO THE SOUTHWESTERLY CORNER OF SAID TEMPLETON ANNEXATION NO. 1, SAID POINT BEING THE NORTHWESTERLY CORNER OF TEMPLETON ANNEXATION NO. 2, RECORDED UNDER RECEPTION NO. 208712804;

THENCE ON THE WESTERLY AND SOUTHERLY BOUNDARY OF SAID TEMPLETON ANNEXATION NO. 2, THE FOLLOWING (3) THREE COURSES:

1. S00°00'37"E, A DISTANCE OF 100.00 FEET;
2. S06°53'46"E, A DISTANCE OF 384.27 FEET;
3. S82°47'10"E, A DISTANCE OF 1582.70 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE WESTERLY BOUNDARY OF A TRACT OF LAND DESCRIBED AS TUTT BOULEVARD RECORDED UNDER RECEPTION NO. 208136391 (PURPORTED AS THE WESTERLY BOUNDARY OF VILLANI ANNEXATION RECORDED UNDER RECEPTION NO. 219714275);

THENCE ON SAID WESTERLY BOUNDARY, ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N84°40'44"W, HAVING A DELTA OF 15°19'23", A RADIUS OF 651.50 FEET AND A DISTANCE OF 174.24 FEET;

THENCE S60°03'04"E, A DISTANCE OF 16.04 FEET TO A POINT ON THE WESTERLY BOUNDARY OF DUBLIN NORTH 3A ANNEXATION PLAT RECORDED UNDER RECEPTION NO. 207712723;

THENCE ON THE BOUNDARY OF SAID DUBLIN NORTH 3A ANNEXATION PLAT THE FOLLOWING (2) TWO COURSES:

1. S29°56'56"W, ON SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 66.63 FEET;
2. S60°03'04"E, A DISTANCE OF 80.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF TEMPLETON GAP ROAD, SAID POINT BEING THE NORTHWESTERLY CORNER OF LOT 15 AS PLATTED IN A.A. SUBDIVISION RECORDED IN PLAT BOOK W-2 AT PAGE 94;

THENCE S29°56'56"W, ON SAID EASTERLY RIGHT OF WAY LINE OF TEMPLETON GAP ROAD AND THE WESTERLY BOUNDARY OF SAID LOT 15, A DISTANCE OF 443.38 FEET;

THENCE CONTINUING S29°56'56"W, ON SAID EASTERLY RIGHT OF WAY LINE OF TEMPLETON GAP ROAD, A DISTANCE OF 157.30 FEET TO THE NORTHWESTERLY CORNER OF LOT 1 AS PLATTED IN SAID A.A. SUBDIVISION;

THENCE CONTINUING S29°56'56"W, ON SAID EASTERLY RIGHT OF WAY LINE AND THE WESTERLY BOUNDARY OF SAID LOT 1, A DISTANCE OF 391.08 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF TUTT CORNERS ADDITION RECORDED UNDER RECEPTION NO. 215713657;

THENCE ON THE BOUNDARY OF SAID TUTT CORNERS ADDITION, THE FOLLOWING (2) TWO COURSES:

1. N60°03'04"W, A DISTANCE OF 80.00 FEET TO SAID WESTERLY RIGHT OF WAY LINE OF TEMPLETON GAP ROAD;
2. S29°56'56"W, A DISTANCE OF 491.78 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF ANNEXATION PLAT OF STETSON HILLS MASTER PLAN – PHASE II RECORDED UNDER RECEPTION NO. 202004228;

THENCE S89°57'49"W, ON SAID NORTHERLY BOUNDARY, A DISTANCE OF 629.52 FEET TO A POINT ON THE EASTERLY BOUNDARY OF KUM & GO STORE 685 ANNEXATION RECORDED UNDER RECEPTION NO. 216713828;

THENCE ON THE EASTERLY AND NORTHERLY BOUNDARY OF SAID KUM & GO STORE 685 ANNEXATION, THE FOLLOWING (5) FIVE COURSES:

1. N00°02'04"W, A DISTANCE OF 44.29 FEET TO A POINT ON CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N00°02'13"W, HAVING A DELTA OF 89°59'56", A RADIUS OF 100.00 FEET AND A DISTANCE OF 157.08 FEET TO A POINT OF TANGENT;
3. N00°02'14"W, A DISTANCE OF 281.72 FEET;
4. N00°02'15"W, A DISTANCE OF 199.33 FEET;
5. S89°57'45"W, A DISTANCE OF 173.78 FEET TO A POINT ON THE EASTERLY BOUNDARY OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 6809 AT PAGE 634;

THENCE N00°06'28"W, ON SAID EASTERLY BOUNDARY, A DISTANCE OF 23.20 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 6809 AT PAGE 634, SAID POINT BEING THE SOUTHEASTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 6809 AT PAGE 632;

THENCE N00°06'28"W, ON THE EASTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN DOCUMENT RECORDED IN BOOK 6809 AT PAGE 632, A DISTANCE OF 436.21 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL OF LAND DESCRIBED IN BOOK 6809 AT PAGE 632, SAID POINT BEING THE SOUTHEASTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN BOOK 6809 AT PAGE 639, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF TEMPLETON GAP HEIGHTS FILING NO. 4 RECORDED IN PLAT BOOK L-2 AT PAGE 17;

THENCE ON THE EASTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 6809 AT PAGE 639, THE FOLLOWING (4) FOUR COURSES:

1. N00°07'19"W, ON THE EASTERLY BOUNDARY OF SAID TEMPLETON GAP HEIGHTS FILING NO. 4, A DISTANCE OF 498.90 FEET TO A POINT ON CURVE, SAID POINT BEING THE SOUTHERLY CORNER OF THE FIRST PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 6541 AT PAGE 928;
2. ON THE WESTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 6541 AT PAGE 928, ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S84°18'00"W, HAVING A DELTA OF 00°29'05", A RADIUS OF 2425.00 FEET AND A DISTANCE OF 20.51 FEET TO A POINT ON CURVE, SAID POINT BEING THE NORTHWESTERLY CORNER OF SAID FIRST PARCEL OF LAND DESCRIBED IN BOOK 6541 AT PAGE 928, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF THE SECOND PARCEL OF LAND DESCRIBED IN BOOK 6541 AT PAGE 928;
3. ON THE WESTERLY BOUNDARY OF SAID SECOND PARCEL OF LAND DESCRIBED IN BOOK 6541 AT PAGE 928 ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S83°48'56"W, HAVING A DELTA OF 00°38'55", A RADIUS OF 2425.00 FEET AND A DISTANCE OF 27.45 FEET TO A POINT OF TANGENT;
4. N06°49'59"W ON THE WESTERLY BOUNDARY OF SAID SECOND PARCEL OF LAND DESCRIBED IN BOOK 6541 AT PAGE 928, A DISTANCE OF 267.40 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL OF LAND DESCRIBED IN BOOK 6809 AT PAGE 639 AND THE NORTHWESTERLY CORNER OF SAID SECOND PARCEL OF LAND DESCRIBED IN BOOK 6541 AT PAGE 928, SAID POINT ALSO BEING ON THE SOUTHERLY BOUNDARY OF THE GREENBELT TRACT AS PLATTED IN SAID TEMPLETON GAP HEIGHTS FILING NO. 4;

THENCE N06°33'29"W, A DISTANCE OF 86.52 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID GREENBELT TRACT, SAID POINT BEING THE SOUTHEASTERLY CORNER OF ANNEXATION PLAT OF NOR'WOOD ADDITION NO. 10 RECORDED UNDER RECEPTION NO. 203233274, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN BOOK 5425 AT PAGE 1308, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN BOOK 5409 AT PAGE 1021;

THENCE ON THE EASTERLY BOUNDARY OF SAID ANNEXATION PLAT OF NOR'WOOD ADDITION NO. 10, THE EASTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN BOOK 5425 AT PAGE 1308 AND THE WESTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN BOOK 5425 AT PAGE 1308, THE FOLLOWING (2) TWO COURSES:

1. N06°52'19"W, A DISTANCE OF 212.97 FEET TO A POINT ON CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N83°07'24"E, HAVING A DELTA OF 05°47'59", A RADIUS OF 2575.00 FEET AND A DISTANCE OF 260.65 FEET TO A POINT ON CURVE, SAID POINT BEING THE NORTHEASTERLY CORNER OF SAID ANNEXATION PLAT OF NOR'WOOD ADDITION NO. 10, THE NORTHWESTERLY CORNER OF SAID PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 5425 AT PAGE 1308 AND ON THE SOUTHERLY BOUNDARY OF SAID ANNEXATION PLAT OF NOR'WOOD ADDITION NO. 6;

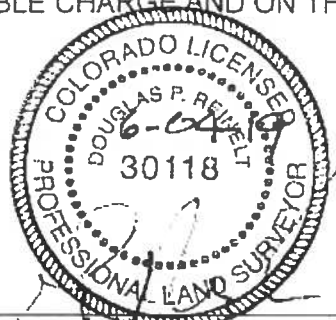
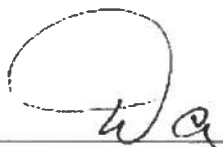
THENCE ON THE BOUNDARY OF SAID ANNEXATION PLAT OF NOR'WOOD ADDITION NO. 6, THE FOLLOWING (3) THREE COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S11°04'14"E, HAVING A DELTA OF 11°00'14", A RADIUS OF 70.00 FEET AND A DISTANCE OF 13.44 FEET TO A POINT ON CURVE;
2. N89°58'50"E, ON THE NORTHERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN BOOK 5425 AT PAGE 1308 AND IT'S EASTERLY EXTENSION, A DISTANCE OF 137.04 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12;
3. N00°03'42"W, ON SAID EAST LINE, A DISTANCE OF 40.51 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 52.779 ACRES.

LEGAL DESCRIPTION STATEMENT:

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



JUNE 06 2019
DATE

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

Exhibit B

To the Special Warranty Deed and Irrevocable Consent to the Appropriation, Withdrawal and Use of Groundwater executed by CFN THC, Inc., a Colorado Non-profit Corporation, as Grantor on 09/04/2019.

Decreed Groundwater Rights

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

Permitted Groundwater

Permit No.
Date of Permit:
Source:
Amount:
Name of Owner:
Legal Description of Well or other structure:

Surface Water Rights

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