

PETITION FOR ANNEXATION

USAFA Enhanced Use Lease (EUL) Development

To the City Council of the City of Colorado Springs:

We, the undersigned, constituting and comprising the owners of 100% of the area (territory) (excluding public streets and alleys) described in Exhibit A attached hereto and made a part of the Petition (the "Described Area"), do hereby petition that the Described Area be annexed to and become part of the City of Colorado Springs and do represent and state:

1. It is desirable and necessary that the Described Area be annexed to the City of Colorado Springs.
2. The requirements of Sections 31-12-104 and 31-12-105, C.R.S. 1973, as amended, exist or have been met as these sections apply to the annexation of the Described Area.
3. That the annexation of the Described Area complies with Section 30 of Article II of the Colorado Constitution.
4. That the undersigned request that the City of Colorado Springs approve the annexation of the Described Area.
5. That the legal description of the land owned by each Petitioner hereto is attached to and made part of this Petition.

The Petitioner(s) hereto understand and are cognizant of the fact that the City of Colorado Springs ("City") is not legally required to annex the Described Area, and that if the City does annex the Described Area, the annexation shall be upon the conditions and agreement of the Petitioner(s) as set forth in the Annexation Agreement. The Petitioner(s) reserves the right, at its sole discretion, to withdraw this annexation petition at any point prior to annexation of the Described Area by the City at no cost to the Petitioner(s).

NOW, THEREFORE, in consideration of the forgoing statement, and in further consideration of the benefits which will accrue to the Petitioner(s) and the obligations resulting to the City if the Described Area is annexed to the City, the Petitioner(s) agree and covenant that if the Described Area is annexed to the City, for such portions of the Described Area that are leased to a third-party lessee, the Petitioner(s) will endeavor to ensure that such third-party lessee, and such lessee's contractors, agents, employees, and invitees, comply with all applicable provisions of the Code of the City of Colorado Springs 2001, as amended, and all applicable ordinances, resolutions, and regulations of the City now existing or as hereinafter amended except that if the Unified Facilities Criteria (UFC) guidelines as identified in the Department of Defense Building Code standards applies to any construction on the Described Area, then the UFC guidelines shall take precedence. In addition, Petitioner(s) further agrees to comply with applicable provisions of the Code of the City of Colorado Springs 2001, as amended, and all applicable

ordinances, resolutions, and regulations insofar that such Code, ordinances, resolutions, and regulations do not conflict with applicable federal requirements or the rights and interests of the United States as Land Owner of the Described Area.

The covenants and agreements herein above set forth shall run with the land owned by each Petitioner hereto which is subject to this annexation and shall extend to and be binding upon the heirs, assigns, legal representatives and successors to each Petitioner. Each Petitioner expressly accepts the aforesaid covenants and agreements by proceeding with the Petition for Annexation to the City. The Petitioner(s) expressly reserves any and all existing or applicable water rights in the Described Area, subjected to the proposed annexation. The Petitioner(s) further defers any and all applicable costs now existing or as hereinafter of the Annexation to Blue & Silver Development Partners, LLC, the Developer.

Land Owner:

IN WITNESS WHEREOF, I have hereunto set my hand at the direction of the Secretary of the Air Force on this 14 day of SEPTEMBER, 2018.

UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force

By: Shawn W. Campbell
SHAWN W. CAMPBELL, Colonel, USAF
Commander, 10th Air Base Wing

AFFIDAVIT

STATE OF COLORADO)

) ss.

COUNTY OF EL PASO)


The foregoing instrument was executed before me this 14th day of September, 2018, by Shawn W. Campbell, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her duly authorized capacity, and acknowledged that he/she executed the same for the purposes therein contained and in my presence signed and sealed the same.

Witness my hand and official seal.

CHRISTOPHER C ROAN, Capt USAF
A1, 1044
Notary Public (Title 10 U S C 1044 a/b)
Office of the Staff Judge Advocate



My Commission expires: _____



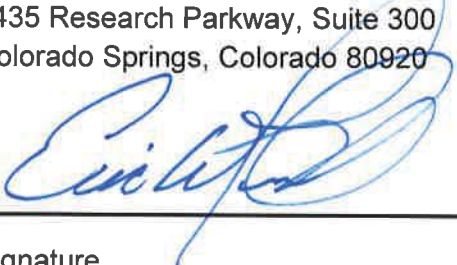
Notary Public

CHRISTOPHER C ROAN, Capt, USAF

The notarization signatures above serve as the Affidavit of Circulator acknowledging that each signature herein is the signature of the person it purports to be (C.R.S. 31-12-107(1)(cc)(IX))

Developer:

Eric W. Smith
Vice President – Director of Development
Blue & Silver Development Partners, LLC
2435 Research Parkway, Suite 300
Colorado Springs, Colorado 80920



9/14/18

Signature

Date

AFFIDAVIT

STATE OF COLORADO)

) ss.

COUNTY OF EL PASO)

The foregoing instrument was executed before me this 14th day of September, 2018, by Eric W. Smith

Witness my hand and official seal.

My Commission expires: 03/06/22

Carisa A. Cipoletti
Notary Public

