

BANNING LEWIS RANCH NORTH ANNEXATION AGREEMENT

THIS BANNING LEWIS RANCH NORTH ANNEXATION AGREEMENT ("Agreement"), dated this ___ day of _____, 2020, is between the City of Colorado Springs, a home rule city and Colorado municipal corporation ("City"), and BLH No.1 LLC, BLH No. 2, LLC, and BLH No. 3 LLC (each an "Owner" and collectively "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 "B" (the "Property"). Through a separate agreement, titled "Agreement Regarding Public Improvements" and dated May 18, 2018 (the "Improvement Agreement"). Section 3 of the Improvement Agreement states in its entirety: "BLH owns property in El Paso County, Colorado adjacent to the BLH Land which is not currently within the City, but which BLH would like to annex into the City (the "Additional Land"). City Administration agrees that if the Additional Land is annexed into the City, it will recommend to City Council that additional annexation will be subject to the same terms and conditions as the Restated Agreement and this Agreement." The "Restated Agreement" is a reference to the Amended and Restated Banning Lewis Ranch Annexation Agreement approved by City Council on April 24, 2018. City and Owners agree that the Property is the Additional Land as contemplated in the Improvement Agreement and that this Agreement contains materially the same terms and conditions as the Restated Agreement. This Agreement is intended to fully satisfy the obligations of the City in Section 3 of the Improvement Agreement.

As used in this Agreement, "City Code" means those provisions of the City's Charter, City of Colorado Springs Code, 2001, as amended, City Rules, Regulations, Criteria (such as the Drainage Criteria Manual), and requirements arising out of court orders or decrees, Utilities Tariffs, Utilities Rules and Regulations, Utilities Line Extension Service Standards, and Policies as they now exist or may be subsequently amended to the extent all of the foregoing are uniformly applicable throughout the City, provided any fees or other charges assessed pursuant to them do not exceed similar charges uniformly applicable throughout the City, except utility recovery agreement charges assessed in accordance with City Code. The Parties acknowledge that the provisions of City Code may be amended at any time and from time to time, and that any references to City Code herein mean the City Code as it exists at the time of such application. Any provisions of the City's code, utilities tariffs, utilities rules and regulations and policies as they now exist or may be subsequently amended which are not uniformly applicable throughout the City, including, but not limited to, any Banning Lewis Ranch specific provisions, shall have no applicability to the Property after the effective date of this Agreement, and shall not be included in the definition of City Code as that term is used in this Agreement.

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. LAND USE

The Banning Lewis Ranch North Master Plan 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 City Code.

III.
ZONING

The Planning and Development Department of the City agrees to recommend that the initial zone for the Owners' Property shall be PUD (Planned Unit Development; Residential, Commercial, Educational Institution, Open Space, and Parks as defined with the Banning Lewis Ranch North Master Plan; with Airport Overlay) upon annexation. While zoned PUD as described above a development plan shall be required for any use in accordance with the Banning Lewis Ranch North PUD Zoning and Development Standards that accompany the Banning Lewis Ranch North Master Plan. Owner acknowledges 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.

The City will not impose any conditions for approval of any land use applications that are inconsistent with City Code and the requirements of this Agreement. Owners acknowledge and understand that the City Council shall in all cases determine what an appropriate zone or condition of the approval is for the Property so long as such are consistent with City Code and this Agreement.

A development agreement meeting the requirements of Chapter 7, Article 9, part 2 of the City Code shall be required with each requested rezoning to specify development requirements as outlined in this Agreement and City Code, provided such does not impose any conditions or obligations on the property involved in excess of what is allowed under City Code uniformly applied throughout the City. If rezoning is not required, a development agreement will be required with a concept plan application and may be amended with the approval of a development plan, or if a concept plan is not required, then a development agreement will be required with the development plan application. In addition, a development plan approved in accordance with City Code shall be required for any development of all or any portion of the Property after the effective date of this Agreement.

IV.
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, including but not limited to a metropolitan district, special district, public improvement district, or intergovernmental authority. In limited cases, such improvements may be constructed or maintained by public improvement corporations or other non-governmental entities so that they do not create a financial burden upon the City. 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 as modified by this Agreement (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 V. "Utilities Services" of this Agreement.); (2) Highways, 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 Chapter 7, Article 7 of the City Subdivision Code, unless otherwise specifically provided for under the terms and provisions

of this Agreement or an applicable development agreement. Those specifically modified public facilities and improvements provisions are as follows:

B. Metropolitan Districts. The parties acknowledge that metropolitan districts are subject to the requirements of Colorado law and City Code, including the City's Special District Policy.

1. New Districts. The parties anticipate that some 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 Owner involved and in accordance with applicable Colorado law, City Code and the City's Special District Policy.
2. Woodmen Road Metropolitan District. The City is a party to that certain Intergovernmental Agreement Concerning Woodmen Road (the "IGA"), dated effective February 1, 2003, made by and among the City, El Paso County, Colorado and the Woodmen Road Metropolitan District (the "WRMD"). Under Section 12 of the IGA, the City is required to either condition annexation of the Property upon inclusion of the Property into the WRMD or make other arrangements to contribute to the impacts upon Woodmen Road as determined by the City. Within thirty (30) days after the effective date of annexation, Owners shall, in good-faith, petition the WRMD for inclusion of the Property within the WRMD.

C. Streets, Bridges and Traffic Control. Unless otherwise expressly agreed to the contrary elsewhere in this Agreement, the Owners agree to construct, at the Owners' expense and in accordance with City Code, all those highway, street, bridge and/or traffic improvements adjacent to or within the portion of the Property owned by them. These improvements shall also include mutually acceptable dedications of right-of-way and easements, and extension and widening of highways, streets and right-of-way.

1. On-Site or Adjacent Streets. The City will act on requests to vacate excess portions of rights-of-way previously dedicated which are no longer needed as determined by PUD and future rezonings as provided by this Agreement in accordance with the City's legislative process for vacating rights-of-way. Vacations under this Section will be considered upon request from the Owner involved after the applicable PUD (or other zoning as provided in Section III above) has been approved by City Council. No vacation shall result in any Owner being denied all reasonable access to his property from a roadway included in the transportation plan. No vacation shall be approved unless all matters regarding fees and credits collected, granted or applied at the time of, or in connection with, the original dedication are resolved to the City's satisfaction.
2. Traffic Control Devices. Traffic and street signs, striping, and traffic control devices, and landscaped medians and permanent barriers, together with all associated conduit for all streets within or contiguous to the Property as determined necessary by the City will be provided in accord with City Code and may be outlined in a future development agreement for each zoning or rezoning of the Property. Installation of traffic signals may be deferred until after proposed development warrants signals, as determined by the City Traffic Engineer by either applying the recommendations of a traffic study or applying the criteria set forth in the Manual on Uniform Traffic Control Devices in use at the time. Once any intersection meets the specified criteria, the City will notify the Owners of the portion of the Property involved in writing and the traffic device involved thereupon shall be installed as provided by City Code.

D. Drainage. The Sand Creek Drainage Basin is located on the Property. Subject to required approvals, Sand Creek Drainage Basin as contained on the Property may be developed as a "closed basin", with Owners being responsible, at their sole cost, to construct such storm water control systems and "Best Management Practices" ("BMPs"), drainage detention and other related facilities in conformance with the City's current Drainage Criteria Manual and the applicable drainage basin planning studies so as to discharge stormwater from

the Property onto adjacent and downstream properties at no more than historic flows as to location, quantity and velocity. Owners will amend any existing drainage basin planning studies affecting their Property and seek the required approvals as necessary to implement this "closed basin" concept, including closure of tributary and sub-basins. In recognition of developing a "closed basin" system, the Property shall not be subject to any additional requirement for payment of any of the components of the Sand Creek drainage, bridge and pond fees under City ordinances. Upon receipt of appropriate approvals of the modification of the drainage basin studies showing "closed" drainage basin, the City will act on requests to convey to the applicable Owners, or vacate, any land previously dedicated to the City for drainage facilities no longer needed pursuant to the "closed basin" drainage system. In exchange for such conveyances, any credits received by the Owners for previously-dedicated property that is conveyed pursuant to this Section will be cancelled, with any deficiency in otherwise payable fees being adjusted accordingly.

The Owners agree to maintain the detention/water quality ponds and storm water control systems and channels until areas tributary to those facilities are stabilized. Once the tributary areas are stabilized and the facilities are finally accepted by the City pursuant to City Code, the City will take ownership of the storm water control systems, channels and the areas within the detention/water quality ponds that may include items such as the trickle channels, forebays, micropools, orifice plates, trash racks and outlet structures. The Owners agree to maintain the perimeter of, and side slopes into, the detention/water quality ponds.

A Master Development Drainage Plan for the Property (or inclusion of the Property in the master drainage plan for Banning Lewis Ranch) shall be prepared and submitted by Owners to the City in compliance with current Drainage Criteria Manual and applicable drainage basin planning studies, as described above, for review and approval.

E. Parks. Dedication of land for parks, trails and/or open space or payment of fees in lieu of the dedication shall be required in accordance with City Code at the time of submittal of an application for a concept plan or development plan, if not previously dedicated or paid. When offered to the City, open space dedications shall be assessed pursuant to the Park Site Dedication Ordinance (City Code Chapter 7, Article 7, Part 12). If the Parks and Recreation Advisory Board determines that the offered open space meets the assessment criteria and wishes to accept the dedicated open space, the dedicated open space shall be granted at least 50% credit toward the park dedication requirement. No more than 50% of the parkland dedication requirement for any Owner's property may be satisfied by open space credits granted pursuant to this Agreement. However, an Owner may elect to receive credit for open space as provided in the then applicable City Code and policy in lieu of the above provisions. Owners may submit and the City may approve a comprehensive parks, trails and open space master plan for the Property, or any portion thereof, in accordance with the applicable parks master plan review criteria establishing general location and size of parks, trails and open space areas, and access thereto from public rights of way. Upon approval by the City, such plan will be used for dedication of land with concept plan or development plan submittals. Land dedicated for neighborhood parks will be platted and platting fees therefor paid by the Owner involved. Land for parks which are not required pursuant to a particular development (larger than a neighborhood park) will not be required to be platted by the Owner.

F. Schools: School site dedications or fees in lieu will be determined in accordance with City Code. When it is determined that land is to be dedicated (rather than fees paid), the land identified for the school site will be reserved by the Owner until the school district indicates that it is prepared to develop the school site for school purposes, at which time the Owner will convey the school site to the school district free of any monetary encumbrances. If no development activity has occurred on the reserved property within fifteen (15) years of reservation, upon the request of Owner, the City will coordinate with the school district to determine future use of the reserved property. If the school district determines reserved property is no longer needed for school purposes, then the land involved will no longer be reserved for school purposes and the then-applicable fees in lieu for the portion of the Property involved will be paid as provided by City Code.

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 designed and constructed by the Owners, subject to reimbursement as provided by City Code.

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.

V.
UTILITY SERVICES

A. Colorado Springs Utilities' Services: As the City's utility enterprise, Colorado Springs Utilities' ("CSU") 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 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 requirements of the City Code for each application for Utility Service. In addition, the availability of Utility Services is contingent upon the terms detailed herein and the dedication or conveyance of real and personal property, public rights-of-way, private rights-of-way, or easements that CSU determines are required for the extension of any proposed Utility Service from CSU's 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 Pikes Peak Regional Building Department codes in effect at the time of Utility Service connection and/or extension. 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 shall be as provided in City Code, except as expressly modified by this Agreement. 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. 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 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 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.

Owners shall provide CSU all written, executed conveyances prior to or at the time of platting or prior to the development of the Property as determined by CSU in its sole discretion.

Further, all dedications and conveyances of real property must comply with the City Code, 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 with necessary modifications as may be reasonably required and appropriate to reflect current or planned site conditions and development.

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, then

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 unless 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:

1. Electric and Natural Gas Facilities: Subject to the provisions of this Article and City Code, CSU will extend electric and gas service to the Property if CSU, in its sole discretion, 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 City Code. CSU, 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.
2. Water and Wastewater Facilities: In accordance with City Code, CSU shall be responsible for the construction of centralized water and wastewater treatment facilities needed to serve the Property. In the event CSU or other developers design and construct other water or wastewater system improvements CSU determines are needed to ensure an integrated water or wastewater system is available to serve the Property, Owners shall be required to pay cost recovery for the engineering, materials, and installation costs incurred by CSU 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 System Extensions by Owners: Owners must extend, design, and construct all potable and non-potable water system facilities and appurtenances to and within the Property at Owners' sole cost and expense in accordance with City Code in effect at the time of each specific request for water 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 CSU's approval of Owners' water service requests. Notwithstanding the above requirements, CSU may enter into cost-sharing agreements with Owners for water system expansions based on a determination of benefit to CSU, in CSU's sole discretion.

E. Wastewater System Extensions. Owners must extend, design, and construct all wastewater collection system facilities, wastewater pump stations, and any wastewater service lines to and within the Property at Owners' sole cost and expense in accordance with City Code in effect at the time of each specific request for 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 CSU's approval of Owners' wastewater service requests.

F. Southeastern Colorado Water Conservancy District: Notice is hereby provided that upon annexation, and as a condition of receiving water service from CSU, 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. The Owners acknowledge that water service for the Property will not be made available by CSU until the Property is formally included within the boundaries of the District. Further notice is hereby provided that, after inclusion into the District, the Property shall be subject to a property tax mill levy or other payment in lieu of taxes for purposes of meeting the financial obligations of the District. District inclusion requires consent by the Bureau of Reclamation ("Reclamation"). The Owner 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

G. Water Rights: As provided in the Special Warranty Deed and Irrevocable Consent to the Appropriation, Withdrawal and Use of Groundwater ("Deed"), which is attached to this Agreement and hereby incorporated by reference, Owners grant to the City all right, title, and interest, including inchoate rights to any and all groundwater underlying or appurtenant to and used upon the Property, and any and all other water rights appurtenant to the Property (collectively, the "Water Rights"), together with (except as otherwise provided herein) 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.

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 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.

CSU and the City agree that Owners may construct, permit and use any wells or groundwater now or hereafter developed by Owners at Owners' expense for non-potable agricultural uses on or within the Property. Owners may also construct and use additional groundwater wells on the Property in accordance with Colorado law and City Code for non-potable, non-residential purposes, including for parks, commonly owned or maintained landscaping, golf courses and other recreational areas, and non-potable industrial uses, such as evaporative cooling. The City will provide augmentation service for any such groundwater use as required by state law pursuant to its existing augmentation decrees, and the Owners of the Property using the groundwater will pay CSU rates and charges therefor in accordance with the applicable CSU Tariff. No commingling of well and City water supply will be permitted.

H. 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 conform to the definition of City Code contained in Section I of this Agreement.

VI. FIRE PROTECTION

The Owners acknowledge that portions of the Property may be located within the boundaries of the Falcon Fire District (the "Fire District") and is subject to property taxes payable to the Fire District for its services. The Owners further acknowledge that, after annexation of the Property to the City, the Property will continue to remain within the boundaries of the Fire District until such time as the Property is excluded from the boundaries of the Fire District. After annexation of the Property to the City, fire protection services will be provided by the City through its Fire Department and by the Fire District unless and until the Property is excluded from the Fire District. After annexation, the Property will be assessed property taxes payable to both the City and the Fire District until such time as the Property is excluded from the boundaries of the Fire District.

The Owners understand and acknowledge 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 Districts for exclusion of the Property from the Fire Districts. The Owners understand and acknowledge that the Owners, their heirs, assigns and successors in title are responsible for seeking any exclusion from the Fire Districts and that the City has no obligation to seek exclusion of any portion of the Property from the Fire Districts, nor to bear any responsibility for the indebtedness of the Fire Districts or otherwise be responsible for the obligations of the Districts.

VII.
FIRE PROTECTION FEE

Unless otherwise provided by City Code, the Owners agree to pay a fee of \$1,985.00 per gross acre (the "Fire Protection Fee") of the Property as Owner's share of the capital costs of new fire stations and the initial apparatus purchases required to service the Property as well as adjacent areas of future annexation. The Fire Protection Fee shall be subject to a yearly escalation factor, as determined by the City, equal to the increase in the City of Colorado Springs Construction Index, or in the event such index is no longer published or available, a comparable index, from the date of this Agreement. The Fire Protection Fee shall be due and payable upon issuance of a building permit. As each plat of portions of the Property is approved, the Planning Director will determine the per-building permit fee for that plat, based on the then applicable per-acre Fire Protection Fee and the acreage of residential, commercial and industrial land within the plat and the densities provided for in that plat. The per-building permit fee will then be subject to annual escalation in the same manner as the Fire Protection Fee. All or a portion of the Fire Protection Fee may be waived if an Owner dedicates or has dedicated land for a new station. The amount of the Fire Protection Fee that will be waived will be based on the acreage of the site dedicated times the then current per-acre value used to establish park and school in-lieu fees pursuant to City Code. 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 the same per-acre Fire Protection Fee to the City as is then applicable to the Property. All Fire Protection Fees collected from platting the Property will be held by the City in a restricted account which may be used only for acquisition, construction and equipping fire stations within the Property.

VIII.
POLICE SERVICE FEE

Unless otherwise provided by City Code, the Owners agree to pay a fee of \$677.00 per gross acre (the "Police Service Fee") of the Property as Owner's share of the capital costs of new police stations and the initial equipment purchases required to service the Property as well as adjacent areas of future annexation. The Police Service Fee shall be subject to a yearly escalation factor, as determined by the City, equal to the increase in the City of Colorado Springs Construction Index, or in the event such index is no longer published or available, a comparable index, from the date of this Agreement. The Police Service Fee shall be due and payable upon issuance of a building permit. As each plat of portions of the Property is approved, the Planning Director will determine the per-building permit fee for that plat, based on the then applicable per-acre Police Service Fee and the acreage of residential, commercial and industrial land within the plat and the densities provided for in that plat. The per-building permit fee will then be subject to annual escalation in the same manner as the Police Service Fee. All or a portion of the Police Service Fee may be waived if an Owner dedicates or has dedicated land for a new station. The amount of the Police Service Fee that will be waived will be based on the acreage of the site dedicated times the then current per-acre value used to establish park and school in-lieu fees pursuant to City Code. 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 the same per-acre Police Service Fee to the City as is then applicable to the Property. All Police Service Fees collected from platting the Property will be held by the City in a restricted account which may be used only for acquisition, construction and equipping police stations within the Property.

IX.
PUBLIC LAND DEDICATION

Owners shall provide City all written and executed instruments necessary or desirable to effect conveyances prior to platting or prior to the development of the Property as determined by City in accordance with this Agreement. Owners shall pay all fees and costs applicable to and/or associated with the dedication to the City as required by City Code and this Agreement, and all fees and costs associated with the conveyance of real property interests, including but not limited to, Phase 1 and Phase 2 environmental assessments, closing costs, title policy fees, and recording fees for any and all deeds, correction deeds, permanent or temporary easement documents, or other required documents. Except as otherwise provided in this Agreement, 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 and *The City of Colorado Springs Procedure Manual for the Acquisition and Disposition of Real Property Interests*.

Further, all dedications and conveyances of real property must comply with the City Code, and shall be subject to City or CSU's environmental review.

Except as otherwise provided herein, Owners agree that all land dedicated or deeded to the City for municipal or utility purposes, including neighborhood park sites and excluding regional and community parks and open space, shall be platted and all applicable development fee obligations paid. Except as otherwise provided herein, all fees that would be applicable to the platting of land that is to be dedicated to the City shall be paid by Owners. Except as otherwise provided herein, 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. Except as provided above, all dedications shall be platted by the Owners prior to conveyance, unless 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 Warranty Deed.
- B. Owners shall convey the property to the City within thirty (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 review or audit of the property must be completed for review and approval by the City as provided in City Code and *The City of Colorado Springs Manual for the Acquisition and Disposition of Real Property Interests*.
- F. Acceptance by the City, in its sole discretion.

X.
RELATIONSHIP OF OWNERS

Each Owner shall: (a) develop its property in such manner, and at such time, as it chooses in accordance with applicable law, (b) solely be responsible for its on-site development costs and obligations as evidenced in development plans approved by the City, and (c) have no obligation, liability, or responsibility for the on-site development of another Owner (including the obligations of another Owner for development obligations of such other Owner), other than as provided by City Code or pursuant to cost recovery agreements for streets and oversized facilities as provided by City Code.

XI.
ORDINANCE COMPLIANCE

Owners will comply with City Code as it now exists or is amended or adopted in the future, including those related to the subdivision and zoning of land, provided such are uniformly applicable throughout the City, 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, standards, policies, rules, regulations, ordinances, resolutions and codes which change any of the provisions set forth in this Agreement so long as these are uniformly applicable throughout the City.

XII.
ASSIGNS AND HOLDERS OF LIENS

When in this Agreement, the term the "Owners" or "Property Owners" is used, the terms 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 signing this Agreement unless specifically assigned to another person.

By executing this Agreement, all holders of liens upon any of the Property agree that: (1) should it become Owner of any of the Property through foreclosure or otherwise, that it will be bound by the terms and conditions of this Agreement which accrue after the date it acquired such ownership to the same extent as Owner, and (2) should it become owner of the Property, any provisions in its deed of trust or other agreements pertaining to the Property in conflict with this Agreement shall be subordinate to this Agreement.

XIII.
RECORDING

This Agreement shall be recorded with the Clerk and Recorder of El Paso County, Colorado, and its provisions shall constitute covenants 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.

XIV.
AMENDMENTS

This Agreement may be amended by agreement of any Party, including their respective successors, transferees, or assigns, with the City, without the consent of any other party or its successors, transferees, or assigns, so long as the amendment does not adversely impact property owned by another Party and applies only to that 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. The City Council may, in its sole and absolute discretion, refuse to agree to any amendment, or delay or condition its agreement to an amendment.

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."

XV.
HEADINGS

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

XVI.
DEFAULT AND REMEDIES

If any of the Owners 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.

XVII.
GENERAL

Reserved.

XVIII.
NO THIRD-PARTY BENEFICIARIES

It is specifically agreed between the Parties that this Agreement is not intended by any of its terms, provision, or conditions to create in the public or any individual member of the public a third party beneficiary relationship, or to authorize any person not a party to this Agreement to maintain suit for personal injuries or property damage pursuant to the terms, conditions, or provisions of this Agreement. The City does not waive or intend to waive any protection, immunity, or other provision of the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as now written or amended in the future.

XIX.
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.

XX.
COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

XXI.
INDEMNIFICATION

By executing this Agreement each Owner represents and warrants to the City: (1) that Owner is the sole lawful owner of the Property; (2) that Owner has received all necessary approvals and is authorized to execute this Agreement and bind the Property; and (3) that Owner shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, causes of action, or any liability whatsoever, resulting from, or arising out of any breach of the warranties included in clauses (1) and (2) above.

XXII.
EFFECTIVE DATE

This Agreement shall be effective upon the date of the City of Colorado Springs City Council's final approval of this Agreement. In addition, if Owner sells, transfers, assigns, or otherwise conveys ownership of the Property to a third party, the Owner shall include a requirement in the contract for sale or transfer or assignment that the third party acquiring ownership from the Owner acknowledges and ratifies the Owner's signature on this Agreement and affirmatively agrees to be bound by this Agreement.

[SIGNATURES TO BE PROVIDED ON NEXT PAGES]

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

CITY OF COLORADO SPRINGS

BY: _____
John W. Suthers, Mayor

ATTEST:

BY: _____
Sarah B. Johnson, City Clerk

APPROVED AS TO FORM:

BY: Electronically approved by BJB
Office of the City Attorney on 12/10/2020

PROPERTY OWNERS:

BLH NO. 1, LLC, a Colorado limited liability company
BY: NOR'WOOD LIMITED, INC., a Colorado corporation, its Manager

By: [Signature]
David D. Jenkins, Vice President

BLH NO. 2, LLC, a Colorado limited liability company
BY: NOR'WOOD LIMITED, INC., a Colorado corporation, its Manager

By: [Signature]
David D. Jenkins, Vice President

BLH NO. 3, LLC, a Colorado limited liability company
BY: NOR'WOOD LIMITED, INC., a Colorado corporation, its Manager

By: [Signature]
David D. Jenkins, Vice President

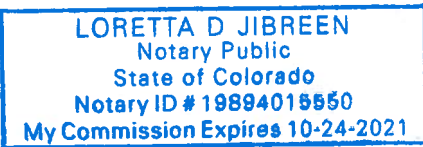
ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me this 8th day of December, 2020, by David D. Jenkins, as Vice President of Nor'wood Limited, Inc., a Colorado corporation, as Manager of BLH No. 1, LLC, a Colorado limited liability company, BLH NO. 2, LLC, a Colorado limited liability company, and BLH NO. 3, LLC, a Colorado limited liability company, as Owner(s).

Witness my hand and notarial seal.

My commission expires: 10-24-2021



[Signature]
Notary Public
Address: 111 South Tejon Street, Suite 222
Colorado Springs, CO 80903

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTIONS 2, 3, 10 AND 11, ALL IN TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTHERLY BOUNDARY OF ANNEXATION PLAT - JACKSON FULLER SUBSTATION RECORDED UNDER RECEPTION NO. 096113301, RECORDS OF EL PASO COUNTY, COLORADO, BEING MONUMENTED AT BOTH ENDS BY A 1-½" ALUMINUM SURVEYORS CAP STAMPED "D & B CO LS 17664" IS ASSUMED TO BEAR S89°07'50"E, A DISTANCE OF 1120.00 FEET.

COMMENCING AT THE NORTHEASTERLY CORNER OF PAWNEE RANCHEROS, FILING NO. 1 RECORDED IN PLAT BOOK I-2 AT PAGE 28, RECORDS OF EL PASO COUNTY, COLORADO SAID POINT BEING ON THE NORTH LINE OF SECTION 3, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE N89°46'29"E, ON SAID NORTH LINE OF SECTION 3, A DISTANCE OF 2684.33 FEET TO THE NORTHEAST CORNER OF SAID SECTION 3, SAID POINT BEING THE NORTHWESTERLY CORNER OF THE MEADOWS FILING NO. 2 RECORDED IN PLAT BOOK O-3 AT PAGE 94;

THENCE N89°37'31"E, ON THE NORTHERLY BOUNDARY OF SAID THE MEADOWS FILING NO. 2, A DISTANCE OF 30.00 FEET TO THE NORTHEASTERLY CORNER OF RAYGOR ROAD AS PLATTED IN SAID THE MEADOWS FILING NO. 2;

THENCE S00°45'12"W, ON A LINE 30.00 EASTERLY AND PARALLEL TO THE EAST LINE OF SAID SECTION 3, ON THE EASTERLY RIGHT OF WAY OF SAID RAYGOR ROAD AND THE EASTERLY RIGHT OF WAY OF RAYGOR ROAD AS PLATTED IN THE MEADOWS FILING NO. 1 RECORDED IN PLAT BOOK N-3 AT PAGE 125, A DISTANCE OF 3027.27 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID THE MEADOWS FILING NO. 1;

THENCE S89°08'23"E, ON THE SOUTHERLY BOUNDARY OF SAID THE MEADOWS FILING NO. 1, A DISTANCE OF 2057.61 FEET TO THE NORTHWESTERLY CORNER OF A PARCEL OF AND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 215124409;

THENCE S00°45'18"W, ON THE WESTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 215124409, THE WESTERLY BOUNDARY OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 5095 AT PAGE 347, A DISTANCE OF 1981.66 FEET TO THE NORTHWESTERLY CORNER OF A PARCEL OF LAND DESCRIBED AS PARCEL B, IN A DOCUMENT RECORDED IN BOOK 6708 AT PAGE 352;

THENCE S89°07'12"E, ON THE NORTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED AS PARCEL B, RECORDED IN BOOK 6708 AT PAGE 352, A DISTANCE OF 695.00 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID PARCEL OF LAND RECORDED UNDER RECEPTION NO. 215124409;

THENCE S44°10'57"E, ON SAID WESTERLY BOUNDARY OF SAID PARCEL OF LAND RECORDED UNDER RECEPTION NO. 215124409 AND THE EASTERLY BOUNDARY OF

SAID PARCEL B AS DESCRIBED IN A DOCUMENT RECORDED IN BOOK 6708 AT PAGE 352, A DISTANCE OF 106.24 TO A POINT ON THE NORTHERLY RIGHT OF WAY OF WOODMEN ROAD AS DESCRIBED IN RESERVATION RECORDED IN ROAD BOOK A AT PAGE 78;

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THENCE N45°52'26"E, ON SAID EASTERLY BOUNDARY OF SAID PARCEL OF LAND RECORDED UNDER RECEPTION NO. 215124409 AND SAID WESTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED AS PARCEL A, IN A DOCUMENT RECORDED IN BOOK 6708 AT PAGE 352, A DISTANCE OF 206.44 FEET;

THENCE S00°08'46"W, A DISTANCE OF 145.98 FEET TO A POINT ON SAID NORTHERLY RIGHT OF WAY OF WOODMEN ROAD AS DESCRIBED IN RESERVATION RECORDED IN ROAD BOOK A AT PAGE 78;

THENCE S89°07'43"E, ON SAID NORTHERLY RIGHT OF WAY OF WOODMEN ROAD, A DISTANCE OF 622.32 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID MEADOWS FILING NO. 1;

THENCE S00°52'01"W, ON SAID WESTERLY BOUNDARY AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 219.74 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF ROLLING THUNDER BUSINESS PARK AS RECORDED UNDER RECEPTION NO. 208712872;

THENCE ON SAID NORTHERLY BOUNDARY OF ROLLING THUNDER BUSINESS PARK, THE FOLLOWING (3) THREE COURSES:

1. N89°07'43"W, A DISTANCE OF 552.67 FEET;
2. S45°54'24"W, A DISTANCE OF 59.86 FEET;
3. N89°06'29"W, A DISTANCE OF 24.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF GOLDEN SAGE ROAD AS PLATTED IN SAID ROLLING THUNDER BUSINESS PARK;

THENCE ON SAID EASTERLY RIGHT OF WAY LINE OF GOLDEN SAGE ROAD, THE FOLLOWING (3) THREE COURSES:

1. S00°08'46"W, A DISTANCE OF 395.71 FEET;
2. S44°29'27"E, A DISTANCE OF 28.45 FEET;
3. S00°08'46"W, A DISTANCE OF 102.07 FEET TO THE NORTHWESTERLY CORNER OF ANNEXATION PLAT - JACKSON FULLER SUBSTATION RECORDED UNDER RECEPTION NO. 096113301;

THENCE S00°08'46"W, ON THE WESTERLY BOUNDARY OF SAID ANNEXATION PLAT - JACKSON FULLER SUBSTATION, A DISTANCE OF 974.85 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF ANNEXATION PLAT - BANNING-LEWIS RANCH NO. 2 RECORDED IN PLAT BOOK D-4 AT PAGE 67;

THENCE ON SAID NORTHERLY BOUNDARY THE FOLLOWING (2) COURSES:

1. N89°08'43"W, A DISTANCE OF 3883.63 FEET;
2. S89°52'06"W, A DISTANCE OF 3954.87 FEET;

THENCE N00°13'08"W, ON THE EASTERLY BOUNDARY OF SAID ANNEXATION PLAT - BANNING-LEWIS RANCH NO. 2, A DISTANCE OF 394.37 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10 TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN;

THENCE S89°57'52"W, ON SAID SOUTH LINE, A DISTANCE OF 100.00 FEET TO THE NORTHWEST SIXTEENTH CORNER OF SAID SECTION 10, SAID POINT BEING THE NORTHEASTERLY CORNER OF ANNEXATION PLAT-BANNING-LEWIS RANCH NO. 10;

THENCE N00°13'08"W, ON THE EASTERLY BOUNDARY OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 213120770 AND ON THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, A DISTANCE OF 1015.14 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 213120770;

THENCE ON THE NORTHERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 213120770, THE FOLLOWING (4) FOUR COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N07°27'45"W, HAVING A DELTA OF 06°57'27", A RADIUS OF 10,088.00 FEET AND A DISTANCE OF 1225.02 FEET TO A POINT ON CURVE;
2. S44°52'43"W, A DISTANCE OF 70.61 FEET;
3. S00°29'21"E, A DISTANCE OF 30.03 FEET;
4. S89°51'10"W, A DISTANCE OF 86.00 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF DCL-PRIDE ANNEXATION RECORDED UNDER RECEPTION NO. 208712889;

THENCE ON THE NORTHERLY BOUNDARY OF SAID DCL-PRIDE ANNEXATION, THE FOLLOWING (6) SIX COURSES:

1. S89°54'44"W, A DISTANCE OF 34.21 FEET;
2. N00°29'10"W, A DISTANCE OF 30.00 FEET;
3. N44°38'08"W, A DISTANCE OF 71.40 FEET TO A POINT ON CURVE;
4. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N00°44'51"E, HAVING A DELTA OF 06°39'41", A RADIUS OF 10,088.00 FEET AND A DISTANCE OF 1172.85 FEET TO A POINT OF REVERSE CURVE;
5. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 07°29'49", A RADIUS OF 9912.00 FEET AND A DISTANCE OF 1296.93 FEET TO A POINT OF TANGENT;
6. S89°54'44"W, A DISTANCE OF 99.66 FEET TO A POINT ON THE EASTERLY BOUNDARY OF WOODMEN HEIGHTS NO. 5 RECORDED UNDER RECEPTION NO. 204160924;

THENCE N00°05'32"W, ON THE EASTERLY BOUNDARY OF SAID WOODMEN HEIGHTS NO. 5, A DISTANCE OF 160.00 FEET TO THE SOUTHEASTERLY CORNER OF WOODMEN HEIGHTS NO. 3 RECORDED UNDER RECEPTION NO. 204160918;

THENCE N00°42'54"E, ON THE EASTERLY BOUNDARY OF SAID WOODMEN HEIGHTS FILING NO.3, A DISTANCE OF 60.00 FEET TO THE SOUTHWESTERLY CORNER OF BAR J-B ACRES RECORDED IN PLAT BOOK A-2 AT PAGE 10;

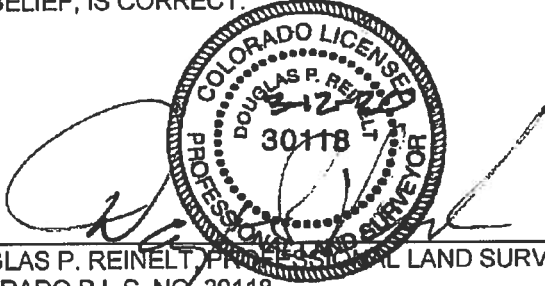
THENCE ON THE SOUTHERLY BOUNDARY OF SAID BAR J-B ACRES AND THE SOUTHERLY AND EASTERLY BOUNDARY OF PAWNEE RANCHERO FILING NO. 1 RECORDED IN PLAT BOOK I-2 AT PAGE 28, THE FOLLOWING (5) FIVE COURSES:

1. N89°54'43"E, A DISTANCE OF 2642.52 FEET;
2. N89°51'17"E, A DISTANCE OF 1453.16 FEET TO THE SOUTHEASTERLY CORNER OF SAID PAWNEE RANCHEROS, FILING NO. 1;
3. N00°01'35"E, A DISTANCE OF 3924.92 FEET;
4. N89°31'52"E, A DISTANCE OF 1324.07 FEET;
5. N02°04'36"E, A DISTANCE OF 1147.17 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 887.082 ACRES.

LEGAL DESCRIPTION STATEMENT:

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



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

MARCH 12, 2020
DATE

EXHIBIT B
SPECIAL WARRANTY DEED AND IRREVOCABLE CONSENT
TO THE APPROPRIATION, WITHDRAWAL AND USE OF GROUNDWATER
BANNING LEWIS RANCH NORTH ADDITION NO. 1 ANNEXATION

(Owner) ("Grantor(s)"), whose address is 111 South Tejon Street, Suite 222, Colorado Springs, Colorado 80903, in consideration of the benefits received pursuant to the Banning Lewis Ranch North Addition No. 1 Annexation Agreement dated _____ ("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", except for Water Rights underlying portions of the Property previously conveyed to Falcon Highlands Metropolitan District, 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. Notwithstanding the above, Grantors reserve the right to withdraw and use the Water Rights for non-potable uses as provided in Section V(G) of the Banning Lewis Ranch North Annexation Agreement.

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 _____ day of _____, 2020.

GRANTOR(s):

By: _____

Name: _____

Its: _____

By: _____ Name: _____

STATE OF _____)
) ss.
COUNTY OF _____)


The foregoing instrument was acknowledged before me this _____ day of _____, 2020,
by _____, Grantor.

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

(SEAL) Notary Public

Accepted by the City of Colorado Springs

By:  this 10 day of December, 2020.
Real Estate Services Manager

By:  this 10 day of December, 2020.
Colorado Springs Utilities Systems Extension Manager

Approved as to Form:

By: Electronically approved by BJB Date: 12/10/2020
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 BLH No.1 LLC, BLH No. 2 LLC, and BLH No. 3 LLC, Grantor(s) on _____.

A PARCEL OF LAND BEING A PORTION OF SECTIONS 2, 3, 10 AND 11, ALL IN TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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COMMENCING AT THE NORTHEASTERLY CORNER OF PAWNEE RANCHEROS, FILING NO. 1 RECORDED IN PLAT BOOK I-2 AT PAGE 28, RECORDS OF EL PASO COUNTY, COLORADO SAID POINT BEING ON THE NORTH LINE OF SECTION 3, TOWNSHIP 12 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID POINT ALSO BEING THE POINT OF BEGINNING;

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THENCE S89°08'23"E, ON THE SOUTHERLY BOUNDARY OF SAID THE MEADOWS FILING NO. 1, A DISTANCE OF 2057.61 FEET TO THE NORTHWESTERLY CORNER OF A PARCEL OF AND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 215124409;

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THENCE S89°07'12"E, ON THE NORTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED AS PARCEL B, RECORDED IN BOOK 6708 AT PAGE 352, A DISTANCE OF 695.00 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID PARCEL OF LAND RECORDED UNDER RECEPTION NO. 215124409;

THENCE S44°10'57"E, ON SAID WESTERLY BOUNDARY OF SAID PARCEL OF LAND RECORDED UNDER RECEPTION NO. 215124409 AND THE EASTERLY BOUNDARY OF

SAID PARCEL B AS DESCRIBED IN A DOCUMENT RECORDED IN BOOK 6708 AT PAGE 352, A DISTANCE OF 106.24 TO A POINT ON THE NORTHERLY RIGHT OF WAY OF WOODMEN ROAD AS DESCRIBED IN RESERVATION RECORDED IN ROAD BOOK A AT PAGE 78;

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THENCE N45°52'26"E, ON SAID EASTERLY BOUNDARY OF SAID PARCEL OF LAND RECORDED UNDER RECEPTION NO. 215124409 AND SAID WESTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED AS PARCEL A, IN A DOCUMENT RECORDED IN BOOK 6708 AT PAGE 352, A DISTANCE OF 206.44 FEET;

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2. S45°54'24"W, A DISTANCE OF 59.86 FEET;
3. N89°06'29"W, A DISTANCE OF 24.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF GOLDEN SAGE ROAD AS PLATTED IN SAID ROLLING THUNDER BUSINESS PARK;

THENCE ON SAID EASTERLY RIGHT OF WAY LINE OF GOLDEN SAGE ROAD, THE FOLLOWING (3) THREE COURSES:

1. S00°08'46"W, A DISTANCE OF 395.71 FEET;
2. S44°29'27"E, A DISTANCE OF 28.45 FEET;
3. S00°08'46"W, A DISTANCE OF 102.07 FEET TO THE NORTHWESTERLY CORNER OF ANNEXATION PLAT - JACKSON FULLER SUBSTATION RECORDED UNDER RECEPTION NO. 096113301;

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2. S89°52'06"W, A DISTANCE OF 3954.87 FEET;

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THENCE S89°57'52"W, ON SAID SOUTH LINE, A DISTANCE OF 100.00 FEET TO THE NORTHWEST SIXTEENTH CORNER OF SAID SECTION 10, SAID POINT BEING THE NORTHEASTERLY CORNER OF ANNEXATION PLAT-BANNING-LEWIS RANCH NO. 10;

THENCE N00°13'08"W, ON THE EASTERLY BOUNDARY OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 213120770 AND ON THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, A DISTANCE OF 1015.14 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 213120770;

THENCE ON THE NORTHERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 213120770, THE FOLLOWING (4) FOUR COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N07°27'45"W, HAVING A DELTA OF 06°57'27", A RADIUS OF 10,088.00 FEET AND A DISTANCE OF 1225.02 FEET TO A POINT ON CURVE;
2. S44°52'43"W, A DISTANCE OF 70.61 FEET;
3. S00°29'21"E, A DISTANCE OF 30.03 FEET;
4. S89°51'10"W, A DISTANCE OF 86.00 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF DCL-PRIDE ANNEXATION RECORDED UNDER RECEPTION NO. 208712889;

THENCE ON THE NORTHERLY BOUNDARY OF SAID DCL-PRIDE ANNEXATION, THE FOLLOWING (6) SIX COURSES:

1. S89°54'44"W, A DISTANCE OF 34.21 FEET;
2. N00°29'10"W, A DISTANCE OF 30.00 FEET;
3. N44°38'08"W, A DISTANCE OF 71.40 FEET TO A POINT ON CURVE;
4. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N00°44'51"E, HAVING A DELTA OF 06°39'41", A RADIUS OF 10,088.00 FEET AND A DISTANCE OF 1172.85 FEET TO A POINT OF REVERSE CURVE;
5. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 07°29'49", A RADIUS OF 9912.00 FEET AND A DISTANCE OF 1296.93 FEET TO A POINT OF TANGENT;
6. S89°54'44"W, A DISTANCE OF 99.66 FEET TO A POINT ON THE EASTERLY BOUNDARY OF WOODMEN HEIGHTS NO. 5 RECORDED UNDER RECEPTION NO. 204160924;

THENCE N00°05'32"W, ON THE EASTERLY BOUNDARY OF SAID WOODMEN HEIGHTS NO. 5, A DISTANCE OF 160.00 FEET TO THE SOUTHEASTERLY CORNER OF WOODMEN HEIGHTS NO. 3 RECORDED UNDER RECEPTION NO. 204160918;

THENCE N00°42'54"E, ON THE EASTERLY BOUNDARY OF SAID WOODMEN HEIGHTS FILING NO.3, A DISTANCE OF 60.00 FEET TO THE SOUTHWESTERLY CORNER OF BAR J-B ACRES RECORDED IN PLAT BOOK A-2 AT PAGE 10;

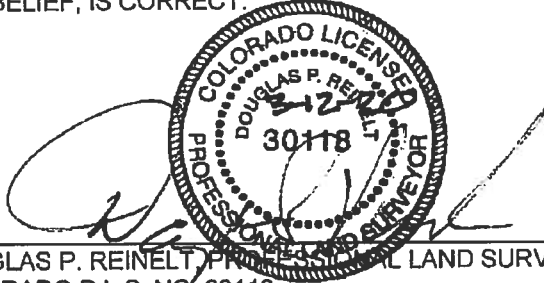
THENCE ON THE SOUTHERLY BOUNDARY OF SAID BAR J-B ACRES AND THE SOUTHERLY AND EASTERLY BOUNDARY OF PAWNEE RANCHERO FILING NO. 1 RECORDED IN PLAT BOOK I-2 AT PAGE 28, THE FOLLOWING (5) FIVE COURSES:

1. N89°54'43"E, A DISTANCE OF 2642.52 FEET;
2. N89°51'17"E, A DISTANCE OF 1453.16 FEET TO THE SOUTHEASTERLY CORNER OF SAID PAWNEE RANCHEROS, FILING NO. 1;
3. N00°01'35"E, A DISTANCE OF 3924.92 FEET;
4. N89°31'52"E, A DISTANCE OF 1324.07 FEET;
5. N02°04'36"E, A DISTANCE OF 1147.17 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 887.082 ACRES.

LEGAL DESCRIPTION STATEMENT:

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



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

MARCH 12, 2020
DATE

Exhibit B

To the Special Warranty Deed and Irrevocable Consent to the Appropriation, Withdrawal and Use of Groundwater executed by BLH No.1 LLC, BLH No. 2 LLC, and BLH No. 3 LLC, Grantor(s) on _____.

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: