

ANNEXATION AGREEMENT

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THIS AGREEMENT, "Agreement", made and entered into this 23rd day of September, A.D. 1988, by and among F & D ASSOCIATES, an Arizona general partnership; FRANK R. KREJCI, Individually; KVI COLORADO CORP., a Nebraska corporation; ARIES PROPERTIES INCORPORATED, a Colorado corporation; COLORADO SPRINGS LAND ASSOCIATES, a New York general partnership; THE SPRINGS COMPANY, an Arizona general partnership; SPRINGS CENTER LAND CORP., a Delaware corporation; H. PIKE OLIVER, Individually; JONATHAN ARIES, Individually; KATHRYN M. MOLLER, Individually; CHARLES J. FUHR, Individually; STEVEN A. DOUGLAS, Individually; A.C. ISRAEL ENTERPRISES, INC., a Delaware corporation; FEIT & AHRENS, a New York general partnership; FALCON TRUCKING COMPANY, a Michigan corporation; UNITED STATES OLYMPIC COMMITTEE, a non-profit corporation incorporated by an act of Congress; COLORADO CENTRE J.V., an Arizona general partnership; CS RANCH COMPANY, an Arizona general partnership; CCM DEVELOPMENT ASSOCIATES, an Arizona general partnership; all of whom hereinafter are collectively referred to as an "ANNEXOR", and the CITY OF COLORADO SPRINGS, a home rule city and a Colorado municipal corporation of the County of El Paso, State of Colorado, hereinafter referred to as "CITY". BANNING LEWIS RANCH PLANNING ASSOCIATION, INC., a Colorado non-profit corporation has an interest in the property covered by this Agreement and consents to its terms as provided herein; and CHEROKEE WATER AND SANITATION DISTRICT and COLORADO CENTRE METROPOLITAN DISTRICT, Colorado quasi-municipal corporations, join this Agreement as an ANNEXOR to the extent that either of them owns property in the area to be annexed. Colorado Centre Metropolitan District further consents to the provisions of Article XVIII below.

W I T N E S S E T H:

WHEREAS, ANNEXOR is the owner of the property described in Exhibit "A", attached hereto and incorporated by reference herein and hereinafter the "Property", and

WHEREAS, ANNEXOR has filed petitions to annex approximately 24,311 acres to the CITY and this will constitute the single largest piece of property annexed to date to the CITY, and

WHEREAS, the proposed master plan for the Banning Lewis Ranch indicates a mixture of residential, commercial and industrial uses with approximately 76,000 residential units with an approximate population of 180,000 people at full development and approximately seventy-nine million square feet of commercial, office and industrial floor area at full development, and

WHEREAS, considerable study has been undertaken by the ANNEXOR and CITY to ensure fair and equitable annexation of the Property into the CITY, and

WHEREAS, the parties mutually agree and recognize that annexation is desirable for the development of the Property by ANNEXOR; and

WHEREAS, CITY has determined that it is a logical extension of and in the best interests of CITY to annex the Property and to provide municipal services and receive revenues from the development to occur on the Property; and

WHEREAS, it is the intent of the parties that the annexation and provision of public facilities and services to the Property not create additional cost or impose additional burdens on the existing residents and ratepayers of the CITY, as provided for by the terms of this Agreement; and

WHEREAS, annexation of the Property is in accord with Policy 2.1.1 of the Comprehensive Plan and the annexation will result in a community benefit.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, promises and agreements of each of the parties hereto, to be kept and performed by each of them,

IT IS AGREED:

I

INTRODUCTION

"ANNEXOR" as used in this Agreement shall mean and refer collectively to ANNEXOR, its successors, assigns and designees. "Code" shall mean and refer to the Code of the City of Colorado Springs 1980, as may be amended from time to time. "Southern Area" shall mean those lands currently within the Colorado Centre Metropolitan District being annexed. "Banning Lewis Ranch Planning Association" or similar entity or entities shall mean and refer to the association of landowners within the Property designated to enforce and administer the covenants, conditions and restrictions of record, including this Agreement, applicable to the Property. "Master Plan" shall mean and refer to the approved Banning-Lewis Ranch Master Plan, as may be amended from time-to-time in accord with the Code. Parcel number references in this agreement are references to the parcels shown on the Master Plan.

Although the Property is currently being used for agricultural purposes it is within the Potential Urban Growth and Planning Area of the CITY, and the growth of the Colorado Springs Metropolitan area makes it likely that the Property will experience development. Both the CITY and ANNEXOR are desirous of providing for the annexation of the Property into the CITY in order to ensure its orderly development.

II

PLANNING, ZONING, AND BUILDING

A. The parties recognize that it is the intent of ANNEXOR to develop the Property in a manner consistent with the Master Plan. Zoning of the Property shall be as ultimately approved by City Council and such zoning may include conditions that must be complied with before building permit issuance. Those portions of the Property in the Corral Bluffs Area and Jimmy Camp Creek Regional Park which contain significant historical, archaeological and paleontological features will be identified and preserved in accordance with the terms of the zoning established for these areas.

B. Vesting of property rights shall occur as such vesting may be provided for in the Code and pursuant to applicable Colorado law.

C. The CITY shall allow ANNEXOR to sell off parcels of real property without platting or subdividing provided that no building permits shall be granted before compliance with the CITY Subdivision Code. Because of the detail of the Master Plan and the exactness of the legal descriptions of the zoning of parcels on the Property, ANNEXOR assures CITY that selling off of parcels without platting will not interfere with public infrastructure development as shown on the Master Plan.

D. ANNEXOR has provided CITY with a list of all current uses and the location of such uses on the Property establishing legal non-conforming uses. This list shall be Exhibit "B" to this Agreement. Any existing leases or tenancies on Exhibit "B" may continue in accordance with their terms, and may be extended at ANNEXOR'S discretion.

E. Banning Lewis Ranch Planning Association shall share with CITY any plans it may complete or adopt in order to coordinate the effective provision of municipal and utility services.

F. Farming and ranching uses in the Code's agricultural zone district shall be permitted on unplatted lands of the Property, subject to all zoning restrictions established for the agricultural zone district, notwithstanding that such properties are zoned otherwise.

G. CITY and ANNEXOR acknowledge that on or before August 15, 1989, Western States Properties, Inc. may acquire certain property formerly owned by the Chicago Pacific Corporation and used as a railroad right-of-way with associated facilities such property being described in a deed recorded on October 11, 1985 in Book 5074 at Page 0069 of the records of the Clerk and Recorder of El Paso County, Colorado. In the event such acquisition is completed, CITY and ANNEXOR agree to reconsider the land use and zoning adjacent to said right-of-way and associated properties to make such adjustments in land uses as are reasonably required to accommodate any legal rights of Western States Properties, Inc. and to provide for appropriate land uses and zoning adjacent to the railroad right-of-way. Nothing in this Agreement shall be construed as the CITY granting to Western States Properties, Inc., the right to operate a railroad either on or off the Property.

III

STREETS

A. GENERAL - ANNEXOR shall dedicate all rights-of-way owned by ANNEXOR for public streets and interchanges for the full width thereof as required by CITY's Major Traffic Thoroughfare Plan or the Master Plan in accordance with whichever shows the greater width. The specific location of any streets or interchanges are subject to reasonable relocation as development plans are finalized, and as determined by the Director of Public Works. Except with regard to the Banning-Lewis Parkway, ANNEXOR shall design and construct all

public streets, and at-grade intersections that are entirely within the boundaries of the Property to CITY standards without cost to the CITY as such are contained in the Subdivision Design Manual as it now exists or is hereafter amended or the Master Plan, whichever standards are higher. Except for Marksheffel Road, public streets and at grade intersections one half of which are on the Property shall be fully constructed by ANNEXOR and ANNEXOR will be allowed cost recovery from adjacent developers in accord with CITY Subdivision Code. There shall be no partial reimbursement to ANNEXOR for arterial streets or arterial bridges within the Property as may otherwise be provided for in the City Code. Dedication of streets shall occur at the time of subdivision platting; however, the ANNEXOR agrees to dedicate rights-of-way owned by ANNEXOR at an earlier time when determined by CITY to be required for commencement of construction of such streets or for extension of utilities. Location of major streets on and off the Property shall be in accord with the Master Plan and the CITY'S Major Traffic Thoroughfare Plan as it now or in the future exists. Dedication shall be by plat, provided that ANNEXOR only shall be required to plat the boundary of any proposed street or interchange through unplatted land and ANNEXOR shall be responsible for all fees to the extent that the payment of such fees are the responsibility of ANNEXOR under the Code at the time such payments are to be made. ANNEXOR agrees to pay the CITY'S lawful share of any grade separations to accommodate any warranted railroad crossings on the Property.

B. BANNING LEWIS PARKWAY -

1. Generally. ANNEXOR shall dedicate the ultimate Banning-Lewis Parkway (B-L Pkwy) right-of-way and, over time, construct a four lane roadway with at-grade intersections (except at U.S. Highway 24), adequate associated turn lanes, and shall have grading and bridge abutment responsibilities as

specifically delineated below. Construction of the B-L Pkwy may be phased in accordance with the 25% absorption transportation analysis as updated and/or further refined from time-to-time.

2. Right-of-Way. ANNEXOR shall dedicate the right-of-way owned by ANNEXOR for the B-L Pkwy (typically three hundred feet in width), together with the right-of-way for associated interchanges and on and off ramps for the full width thereof as required by the ultimate design of the parkway, as set forth in the Conceptual Design Report for the B-L Pkwy (1988) prepared by Wilson & Company Engineers, (the "Design Report"), which is subject to the approval of the Director of Public Works.

3. Grade Separated Interchange. ANNEXOR shall construct an initial grade separated interchange at the intersection of U.S. Highway 24 and the B-L Pkwy in accordance with specifications to be approved by the Director of Public Works, using the Design Report for design guidance. ANNEXOR shall not be required to construct other grade separations or on and off ramps, nor shall ANNEXOR be responsible for expansion of the initial grade separated interchange.

4. Bridge Abutments. ANNEXOR shall be responsible for constructing bridge abutments at the creek banks to handle the ultimate bridge width when constructing initial bridges on the B-L Pkwy, generally as shown on Exhibit "C" attached hereto. It is anticipated that there will be dual bridges, and that each bridge will be designed to handle an initial two through lanes, anticipating ultimate construction of an eight lane roadway. Bridge piers, if any, and superstructure of the initial construction shall be designed and constructed to accommodate the final loads of the ultimate eight lanes.

Bridges shall be designed in accordance with the Colorado Department of Highways criteria. ANNEXOR shall design bridges for ease of expansion to the ultimate width.

5. Initial Grading and Construction between U.S. Highway 24 and State Highway 94. ANNEXOR shall grade the B-L Pkwy to accommodate a full eight lane facility between U.S. Highway 24 and State Highway 94 generally as shown on Exhibit "D". On this portion of the B-L Pkwy, ANNEXOR will construct four initial through lanes with adequate associated turn lanes, also as shown on Exhibit "D".

6. Grading and Construction Elsewhere. Except for that portion of B-L Pkwy located between U.S. Highway 24 and State Highway 94, ANNEXOR shall grade and initially construct two initial through lanes with adequate associated turn lanes generally as shown on Exhibit "E". ANNEXOR shall grade and construct two additional through lanes and associated turn lanes generally as shown on Exhibit "F" (typical B-L Pkwy cross-sections) when traffic volumes warrant, as determined by the Director of Public Works based on an analysis conducted in accord with the ITE Traffic and Transportation Engineering Manual (herein "ITE Manual"), or earlier at ANNEXOR'S discretion.

7. Drainage Structures. ANNEXOR shall construct the drainage structures for the ultimate width of the B-L Pkwy (eight lanes) between U.S. Highway 24 and State Highway 94, generally as shown on Exhibit "D" and shall construct such drainage structures for four lanes elsewhere, generally as shown on Exhibit "F".

8. Center Median. There will be no curbing of the center median on the B-L Pkwy. ANNEXOR shall be responsible for landscaping the median and maintaining such landscaping in accordance with landscaping standards in the Design Report.

9. Off-Site Construction of B-L Pkwy. CITY agrees that upon annexation of any unannexed property that abuts, adjoins or is in the vicinity of the Property and for which a study conducted in accord with the ITE Manual shows a direct traffic impact on the proposed B-L Pkwy, it will obligate the owners to dedicate, improve or enter into repayment agreements for their equitable proportion of benefit received from B-L Pkwy. This Agreement does not cover any lands owned by ANNEXOR off of the Property relative to construction of the B-L Pkwy, such interests to be governed by separate agreement. However, the Property's share of off-site traffic impacts on the B-L Pkwy are included in the Off-Site Roadway Improvement Fee considered below.

C. MARKSHEFFEL ROAD - Where the Property is adjacent to Marksheffel Road ANNEXOR shall dedicate all right-of-way for Marksheffel Road and associated at-grade intersections within the width of Marksheffel Road right-of-way as set forth in the Master Plan or as later determined by the Director of Public Works. The cost of improving Marksheffel Road to a four-lane street shall be borne as follows: First, ANNEXOR shall bear the full cost of improving the street where both sides of the right-of-way are located within the Property, without any partial reimbursement for arterial streets or arterial bridges as may otherwise be allowed by the Code. Second, where the Property abuts Marksheffel Road on its eastern right-of-way boundary, ANNEXOR shall bear the cost, as provided in the Code, of improving the street to a full four-lane width and shall be eligible for partial reimbursement for arterial streets or arterial bridges. Where Marksheffel Road abuts CITY'S gas propane plant property, ANNEXOR shall be responsible for the full cost of improving such to a four lane width without any recovery or reimbursement. ANNEXOR shall be entitled to recover a portion of its cost for full width construction in accordance with the CITY's standard recovery agreements subject to any prior

agreements between the CITY and other adjacent property owners (METEX). Third, ANNEXOR shall be required to contribute Off-Site Roadway Improvement fees as set forth in Article III(E) below, for the Property's impact on those segments of Marksheffel Road between Woodmen Road on the north and U.S. Highway 24 on the south which are not located adjacent to or within the Property. The necessity and timing of the improvements to Marksheffel Road and associated at-grade intersections shall be constructed in phases as determined by the Director of Public Works based upon a study conducted in accord with the ITE Manual (up to four (4) lanes) as required to accommodate traffic generated by the first twenty-five (25%) percent development of the Property. Once Marksheffel Road has been improved in accordance with this Agreement, ANNEXOR shall not be required to contribute to any further improvements of Marksheffel Road.

D. BARNES ROAD - ANNEXOR agrees to construct Barnes Road to a four-lane width between the existing eastern terminus of Barnes east to Marksheffel Road and shall be eligible for partial reimbursement for arterial streets or bridges as provided for in the Code. ANNEXOR agrees to transition Barnes from its six lane width at its eastern terminus to four lanes in accordance with a design approved by Director of Public Works. ANNEXOR shall be entitled to recover a portion of its cost for the construction of Barnes Road in accordance with the CITY's standard recovery agreement. The CITY agrees to use its powers of condemnation for such Barnes Road right-of-way after ANNEXOR has made all reasonable negotiations with other property owners to obtain land for Barnes extended to the Property. ANNEXOR, subject to recovery from private parties, is responsible for all Barnes Road right-of-way costs.

E. OFF-SITE ROADWAY IMPROVEMENT FEE -

1. Generally. The 25% absorption transportation analysis of the Property and the region reflects that additional transportation facilities are needed off of the Property to serve development on the Property and elsewhere. Such transportation facilities and the cost thereof shall consist of the improvements shown on Exhibit "G", attached hereto and incorporated herein by reference. The necessity and timing of the designated improvements shall be as determined by the Director of Public Works based on an analysis conducted in accord with the ITE Manual. ANNEXOR agrees that an Off-Site Roadway Improvement Fee may be assessed by CITY to recover the Property's pro rata share of the improvement and extension of these designated off-site roadways. If the total cost of a designated improvement is greater than shown on Exhibit "G", ANNEXOR'S direct contributions and the fee revenues allocated for the improvement will not be adjusted. CITY agrees that it will require future developments to bear their pro rata share of such improvements based on the analysis above.

2. Computation of Fee. The Off-site Roadway Improvement Fee has been computed by CITY using the estimated cost of improvements and the pro rata share of such improvements allocable to the Property based on the 25% absorption transportation analysis. The Off-site Roadway Improvement Fee also includes a portion of the improvements to Marksheffel Road described in Article III(C) above, as set forth in Exhibit "G". The fee has taken into account the committed and known obligations of third parties to dedicate rights-of-way or construct street improvements pursuant to any existing annexation agreements or the Code, and has taken into account anticipated obligations of third parties or other governmental entities to dedicate rights-of-way and construct street improvements in connection with future

development within the CITY, and has taken into account arterial road or bridge reimbursements that are anticipated pursuant to the Code.

3. Assessment of Fee. The Off-Site Roadway Improvement Fee will be assessed on a one-time basis at the rate of \$.39 for each square foot of floor area as defined in the Code for buildings on the Property, but not to include parking garages associated with commercial, office or industrial buildings. The Off-Site Roadway Improvement Fee shall apply to all structures or new construction for which a building permit is issued, except for governmental, utility, municipal or quasi-municipal structures, and shall be due and payable when the building permit issues. The Off-Site Roadway Improvement Fee shall not exceed \$.39 per square foot of floor area, and will remain in effect until the Property's share of the designated improvements as described in Exhibit "G" has been financed and/or recovered, notwithstanding that such recovery may require extension of the fee beyond 25% development absorption. All Off-Site roadway improvement fees collected by the CITY shall be deposited in a separate account established by the CITY to be known as the "Banning-Lewis Ranch Off-Site Roadway Improvement Account" and shall only be expended for construction of the improvements described in Exhibit "G".

F. DIRECT CASH ADVANCES FOR OFF-SITE ROADWAY IMPROVEMENTS -

1. Generally. In the event that development on the Property necessitates a designated off-site improvement before revenues are available either from the Off-Site Roadway Improvement Fee, or from contributions by other landowners in accordance with the Code, ANNEXOR will make direct cash advances against future revenues of the difference between the estimated total cost and available revenues as provided herein.

2. Limited Construction. To the extent that ANNEXOR is required to make direct cash advances for a designated off-site roadway improvement due to a

lack of fee revenues or revenues from other developments, these improvements will be phased and shall be limited to essential roadway and related drainage facilities necessary to meet traffic flows attributable to the Property. The landscaping, sidewalks, and other improvements shall not be ANNEXOR'S responsibility.

3. Limited Obligation. ANNEXOR'S obligation to make direct cash advances for any of the designated off-site roadway improvements shall be limited to \$40.7 million, representing the total anticipated contributions from other properties as described in Exhibit "G". ANNEXOR shall not have the obligation to make cash advances for revenues that are anticipated from the State, El Paso County, the United States Government, or for construction costs that are the responsibility of the CITY pursuant to Exhibit "G".

4. Recovery of Direct Advances. If ANNEXOR is required to make direct advances for any of the designated off-site roadway improvements due to the lack of anticipated revenues from the Off-Site Roadway Improvement Fee or from other developments, ANNEXOR shall be entitled to recover such direct advances from other owners through recovery agreements established pursuant to the Code, or from Off-Site Roadway Improvement Fee revenues above the amounts needed to complete any remaining improvements shown in Exhibit "G". CITY shall cooperate in the establishment and administration of any such recovery agreements.

5. Delegation of Obligations. ANNEXOR may delegate any obligation for direct contributions of off-site roadway improvements to special districts or similar entities formed on the Property, subject to any limitations set forth in Article XVII of this Agreement, which districts shall have the right to issue bonds to satisfy any such obligation. Accordingly, any such district will be entitled to recovery from adjoining landowners and from fee revenues to the same extent as ANNEXOR would be allowed recovery. CITY will cooperate to

allow such districts to collect or recover fee revenues, and recover payments from adjoining landowners, and to pledge such future revenues as security for repayment of debt incurred in making such off-site roadway improvements.

6. Street Improvements. Once ANNEXOR has fulfilled its street dedication and improvement obligations described above, CITY shall not withhold development approval as to that portion of the Property served by the street dedication and improvements because of traffic constraints or the need for additional roadway improvements.

G. TRAFFIC CONTROL DEVICES AND STREET LIGHTS - ANNEXOR shall pay for installation of traffic and street signs and traffic control devices, permanent barriers, and street lights, together with all associated conduit for all streets within or contiguous to the Property as determined necessary by the Director of Public Works in accordance with uniformly applied criteria. Street lights will be required on minor streets only after homes have been completed along at least fifty (50%) percent of the street frontage as determined by the Director of Public Works. Street lights will be required on collector and larger streets or at intersections for public safety as determined necessary by the Director of Public Works. Traffic signals will be required at a specific intersection, only after the intersection meets at least one of the warrants as outlined in the manual on Uniform Traffic Control Devices in use at the time or other nationally accepted standards and only if the CITY is utilizing those standards for installation of traffic signals throughout the CITY. Once the intersection meets the criteria, CITY will notify ANNEXOR in writing and ANNEXOR will install the traffic signal within one hundred twenty (120) days. ANNEXOR will be responsible for all components of the signal, except the CITY will supply the controller equipment and cabinet to be reimbursed by ANNEXOR.

H. EXISTING STREETS - ANNEXOR shall be responsible for the maintenance of all roadways on and through the Property in accordance with Public Works standard maintenance categories through December 31, 1992, or as may be extended by the parties, as set forth in Exhibit "H", the Contract for Street Maintenance. The computation of ANNEXOR'S resurfacing obligation during the contracting period shall be solely on the existing streets as listed in Exhibit "H". City Administration will cooperate with ANNEXOR'S request to vacate Tamlin Road.

IV

STORM DRAINAGE

A. ANNEXOR shall at its sole expense be responsible for preparation and submittal of a drainage basin planning study for the Jimmy Camp Creek Drainage Basin. This drainage basin planning study must be approved by the City Council prior to any platting. It is understood this drainage basin planning study may be amended and ANNEXOR will comply with such amendments.

B. ANNEXOR shall prepare and submit a restudy of the Sand Creek Drainage Basin, which restudy is subject to approval by the Director of Public Works. When submitted and approved, the restudy shall govern ANNEXOR'S development within the Sand Creek Basin. ANNEXOR shall dedicate rights-of-way owned by ANNEXOR and shall design and construct storm drainage facilities within the Property in conformance with the regulations and ordinances of the CITY. ANNEXOR shall participate in the CITY Drainage Basin Program for the portion of the Property in the Sand Creek Drainage Basin, including payment of the per acre drainage basin fees for the basin-wide facilities established by the CITY'S Master Drainage Plan and ordinance for Sand Creek as updated by

ANNEXOR'S study and shall be responsible for conveying drainage flows from the Property to safe outflow points as determined by the City Engineer.

ANNEXOR may establish an overall flood control district to include the Property within either or both the Sand Creek Drainage Basin and Jimmy Camp Creek Drainage Basin, or any other basins within the Property, provided that such district will not adversely affect other property located within the basins. In accord with the drainage ordinances of the CITY, if ANNEXOR desires to complete the development of any portion of the Property prior to completion of the storm drainage improvements to major drainageways, ANNEXOR may make those improvements at its expense. CITY may at its option, agree to reimburse ANNEXOR at a future date from the Sand Creek Drainage Basin Fund for ANNEXOR'S cost for construction of said improvements. The manner in which CITY may repay such costs from the Sand Creek Drainage Basin Fund shall be agreed upon at the time such costs are to be incurred by ANNEXOR. If CITY does not elect to reimburse ANNEXOR for such improvements, ANNEXOR shall be entitled to a credit on a per-acre basis against the per-acre drainage basin fees for basin-wide facilities.

C. As to the Jimmy Camp Creek Drainage Basin ANNEXOR or a designated district shall dedicate rights-of-way owned by ANNEXOR and shall design, construct and maintain storm drainage facilities within the Property in conformance with the Jimmy Camp Creek Drainage Basin Study submitted by ANNEXOR and approved by CITY and final subdivision plats as approved by the CITY. ANNEXOR agrees to comply with the rules and regulations as adopted for the Jimmy Camp Creek Drainage Basin, including conveyance of surface water runoff to safe outflow points as determined by the City Engineer. CITY will not impose any drainage basin fees for portions of the Property located within the Jimmy Camp Creek Drainage Basin without the consent of ANNEXOR; provided

however, that upon request of ANNEXOR, CITY may impose a storm drainage utility fee and remit said fee to ANNEXOR'S designated District pursuant to an intergovernmental agreement between such District and CITY.

D. ANNEXOR shall be responsible for design and construction of all under drain systems for control of groundwater. All proposed systems shall be submitted to the Wastewater Division and the City Engineer for review and approval prior to construction. Groundwater drainage systems are not eligible for reimbursement from any drainage basin funds.

E. ANNEXOR shall be responsible for maintenance of all drainage facilities for five (5) years from the date of this Agreement. CITY shall not be responsible for maintenance of drainage facilities in the Jimmy Camp Creek basin during the term of the Agreement; provided however that the CITY Park and Recreation Department may, at its discretion, assume responsibility for maintenance of natural greenways or ponds.

V

AIRPORT

A. ANNEXOR agrees 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 Director of Aviation. CITY and ANNEXOR have agreed upon the form and content of the avigation easement and such is attached hereto as Exhibit "I", which will supersede any prior avigation easements on the Property.

B. ANNEXOR acknowledges that CITY is currently in the process of planning a new terminal for the Airport, the location of which is depicted on the CITY'S Airport Master Plan. If the new terminal is constructed the CITY will

construct a street from the new terminal directly south to existing Drennan Road. CITY also plans to construct a new runway for the Airport, as depicted on the CITY'S Airport Master Plan, that will necessitate the closure of existing Drennan Road from the intersection of the new terminal road east to Marksheffel Road. When this portion of Drennan Road is closed to accommodate the new runway, the CITY will extend the access street to the new terminal directly south to the southern edge of the Airport property if the new terminal is constructed. This entrance street, initially extending to existing Drennan Road and ultimately extending to the southern edge of the Airport property, will have a minimum width of two lanes, and shall have the capability of being expanded. The cost of constructing and maintaining this entrance street shall be borne by the Colorado Springs Municipal Airport Enterprise Fund.

C. The parties hereby understand and agree that no use of the Operational Areas of the Airport, as defined in Section 19-4-201 of the Code of the City of Colorado Springs 1980, as amended, directly from the Property to such Operational Areas (commonly known as "through the fence operations"), is granted by virtue of this Agreement, nor should any inference be drawn that such use will be granted in the future. The CITY will consider such requests for access and use by the ANNEXOR, or any other party, at any time on a case-by-case basis and the decision on such a request shall be within sole discretion of the City Council and subject to the requirements of the Federal Aviation Administration.

VI

PUBLIC LAND DEDICATION GENERALLY

ANNEXOR agrees to dedicate land owned by ANNEXOR for municipal and utility purposes as required by this Agreement or the Code at the time such lands are

needed for the intended public purpose. ANNEXOR agrees that all land dedicated or deeded to CITY for municipal or utility purposes including park and school sites shall be free and clear of liens and encumbrances that may adversely affect CITY'S use of the land. ANNEXOR shall, at its cost, extend all site and public improvements to the boundary of any property dedicated to the CITY including but not limited to, water, wastewater, gas, electric, and shall construct adjacent to the boundary of dedicated public property, curb, gutter, and streets where required. ANNEXOR shall not be responsible for site or public improvements, except as provided herein, within the boundaries of any such dedicated public property. Except as provided within this Agreement, ANNEXOR agrees to plat and, at the time of platting to pay all fees, including drainage, associated with development of the lands dedicated or deeded to CITY, but only to the extent that such platting and payments for publicly dedicated land are the responsibility of ANNEXOR under the Code at the time such payments are to be made.

VII

PARKS, SCHOOLS AND TRANSIT

A. ANNEXOR agrees to dedicate land for school and park purposes or pay cash in lieu thereof at the time of platting in accord with the CITY Subdivision Code. The land to be dedicated is generally shown on the Master Plan, and the exact location will be identified when the adjoining lands are platted. School and park sites shall be dedicated when such sites are ready to be used for construction of school or park facilities.

B. Jimmy Camp Creek Regional Park - Because of the size of ANNEXOR'S annexation and development ANNEXOR voluntarily agrees to give to CITY the approximately 693 gross acre site known as the Jimmy Camp Creek Regional Park

within five (5) years of the date of this Agreement, or upon final approval by the City Council of the Park Master Plan, whichever is sooner. CITY agrees that it will prepare a Park Master Plan within five years of annexation, which Park Master Plan shall be subject to ANNEXOR'S approval. CITY acknowledges that this donation is not required by City Code. CITY further acknowledges that planned uses in the park shall be primarily of a passive nature so as not to disturb natural site features unless otherwise provided for in the approved Park Master Plan. CITY shall be allowed to construct underground utility facilities through the park. ANNEXOR shall not be responsible for compliance with Article VI of this Agreement as to fees for the Jimmy Camp Creek Regional Park. The Jimmy Camp Creek Regional Park, because it shall be primarily of a passive nature, shall not be used in computation of any drainage fee as provided for in Article IV of this Agreement.

C. ANNEXOR agrees to provide by deed or easement sufficient right-of-way, to the extent owned by ANNEXOR, not to exceed thirty feet (30') in width for a multi-use trail in the Jimmy Camp Creek Drainage Basin and for the Rock Island loop as shown in the Master Plan.

D. ANNEXOR shall provide without cost to the CITY the land shown on the Master Plan as Parcel No. 267.08 for a park and ride site. ANNEXOR will participate in the provision of transit services as applied throughout the CITY.

VIII

ENVIRONMENTAL

A. ANNEXOR agrees to dedicate to CITY land for two (2) air quality monitoring stations at sites of sufficient size, not to each exceed .25 acres,

as may be mutually agreed upon between the Director of Utilities and ANNEXOR with dedicated access roads.

B. As a condition of obtaining development plan approval or building permits for land adjacent to major roadways noise impact assessments may be required to be submitted by ANNEXOR to Support Services Department in accord with zoning conditions applicable to the Property or as uniformly required by the Code. If the noise impact assessment determines a need for noise attenuation, ANNEXOR shall be responsible for providing noise attenuation features, subject to approval of Director of Support Services, as may be required by the zoning of the Property or the Code.

IX

SUPPORT SERVICES, FIRE, POLICE, AND CATV

A. CITY radio communication to ANNEXOR'S Property requires the construction of an eastern radio repeater station for police, fire, utilities and other communication networks related to the provision of essential CITY services. ANNEXOR shall provide the CITY with a sum of money not to exceed \$210,000.00 within ninety (90) days after demand by the CITY to be appropriated by the CITY for the purpose of acquiring property, equipping, and constructing the CITY'S eastern radio repeater station. The CITY shall not allow any commercial users to use the repeater station site. Because the site is on other than ANNEXOR'S Property, the CITY agrees to recover from other unannexed property owners who benefit from the service area of this repeater station upon annexation of those properties a pro rata cost of the repeater station assigned to those annexing properties on an acre for acre basis at time of annexation and remit such to ANNEXOR. The site dedication and construction shall be as determined by the Director of Support Services.

B. ANNEXOR agrees to dedicate the land shown generally on the Master Plan as Parcel Nos. 290.02 (a 22 acre site), and 329.01/329.04 (one site consisting of 26 acres which will include an electric service site) for satellite municipal service centers.

C. FIRE -

1. ANNEXOR agrees to provide the sites as shown on the Master Plan as Parcel Nos. 293.09, 307.04, 342.09, 331.11, and 270.14 for five (5) stations and such other uses as determined by the CITY. A dormitory at the fire station located on Parcel No. 342.09 (Southern Area) will be constructed and equipped and will be turned over as built and equipped to the CITY on January 2, 1992 or at such other date as may be mutually agreed upon. In addition a second fire station shall be constructed and equipped in 1992 or at such other date as is mutually agreed upon on Parcel No. 307.04. A third fire station is to be constructed and equipped in the year 2002 or at such other date as is mutually agreed upon. The location of the third fire station will be Parcel No. 293.09. All construction and equipment requirements shall meet Fire Department specifications and standards. Financing of construction and equipping of the fire stations shall be as set out in Article XI.

2. Based on projections of growth and geographic dispersion the first three (3) fire stations should be adequate to serve the Property until 2010 or beyond. If, however, the development of the area exceeds current projections, the additional (2) fire stations may need to be on-line sooner. The Fire Department's planning threshold for bringing stations on-line is 200 alarms per year (calls for service) in the area to be served from a fire station location. Financing and construction of such additional fire stations shall be as set out in Article XI.

3. Colorado Centre Metropolitan District shall provide or contract with Security Fire Department, or other established Fire Authority, for staffing of the fire station in the Southern Area through January 2, 1992.

D. POLICE -

1. The following sites shall be dedicated for police substations: Parcel Nos. 274.03/274.06 (one site), 310.10, 347.08 and 342.09 (an 8 acre site that may also contain a fire station).

2. Police Service. For police service through the year 1992, the El Paso County Sheriff's Department shall provide patrol services, and the Colorado Springs Police Department shall provide investigative and reporting services as shall be established by an intergovernmental agreement between El Paso County and the CITY attached as Exhibit "J". ANNEXOR shall bear the full cost of the services provided by the El Paso County Sheriff's Department, and shall remit quarterly payments for such services to the CITY by the fifteenth day of the month preceding the start of the new quarter. CITY will provide investigative service for crimes and traffic accidents, and the full time equivalent (FTE) cost thereof will be included in the annual fiscal impact analysis set forth in Article XI below. After 1992, CITY will assume responsibility for providing police services necessary to serve the Property and the cost of police services to be provided exclusively on the Property will be included in the fiscal impact analysis described in Article XI below.

E. CATV - Except to the extent required by the Code, or by state or federal law, or as may be required for the provision of essential CITY support services, such as police, fire, and utility services, the CITY shall not directly or indirectly engage in the construction, installation, operation, or maintenance of communication facilities on the Property. ANNEXOR acknowledges that before operating a cable television system for which a franchise is

required as set forth in Article XII of the City Charter and as set forth in Community Telecommunications, Inc. v. The Heather Corporation, 677 P.2d 330 (Colo. 1984), ANNEXOR will apply for and obtain such a franchise from the CITY, unless an agreement with any CITY franchisee or licensee is obtained.

Without limiting the foregoing, ANNEXOR shall have a non-exclusive right to use public rights-of-way and easements dedicated for compatible use in accordance with 47 U.S.C. 541 and utility easements within the Property boundary for ANNEXOR'S telecommunication facilities and shall retain private ownership of any such facilities on or under publicly dedicated land. Unless prohibited by law, ANNEXOR may adopt protective covenants that restrict the use of communications facilities on the Property provided that no restrictive covenant shall prohibit or limit the use of public rights-of-way, easements dedicated for compatible uses in accordance with 47 U.S.C. 541, or utility easements by a utility, cable television operator or provider of communications facilities or provider of communications services on public property. Use of public rights-of-way and easements conveyed to CITY shall be subject to all applicable CITY ordinances or regulations. ANNEXOR contemplates applying for zoning of certain "teleport" sites or other major telecommunication facilities on the Property, and CITY agrees to cooperate in the establishment of such zoning.

As used above, "communications facilities" include without limitation, all wires, lines, switches, transmitters, receivers, antennae, satellite reception and transmission equipment, hardware, electronics and all other equipment and facilities used in the provision of communications services as defined in the next sentence. As used above, "communications services" means and includes all services involving the conducting, transmission or transfer of information in any form (for example, without limitation, video, voice and

computer and other data) by electrical, electronic, or optical means between separate points; and "communications services" include, without limitation: telephone (including long distance telephone), television, radio, cable television, cable radio, cellular radio and telephone, fiber optic transmission, microwave transmission, data transmission, electrical or electronic security, videotext, satellite teleports and computer networking.

X

STREET DIVISION

ANNEXOR will dedicate Parcel Nos. 271.12, 338.12, and 338.08 for the dumping/disposal of CITY street sweeping waste as well as other CITY collected non-putrescible rubble and trash. Disposal shall be in accordance with CITY Environmental Service Division procedures. The use of such sites shall be primarily for non-putrescible rubble and trash generated on the Property. ANNEXOR shall not have any continuing obligation to make additional sites available to CITY when these sites are no longer usable. CITY shall not permit the dumping of any toxic or hazardous materials on such sites, and shall maintain and properly screen the sites to minimize adverse visual impacts and noxious odors. CITY agrees that such sites shall be properly reclaimed as determined by the CITY's Environmental Services Division. These sites when reclaimed will be offered to ANNEXOR at no cost to ANNEXOR. ANNEXOR, with CITY'S consent, shall have discretion to purchase similar sites within three (3) miles of the Property, dedicate and obtain permits for such disposal sites to CITY for purposes of this Article in lieu of the dedication requirement for on-site disposal locations.

XI

DEVELOPMENT SEQUENCING AND EXTENSION OF URBAN SERVICES

A. Development will be planned and conducted in an orderly fashion and may occur anywhere on the Property provided that essential municipal facilities are in place and essential municipal services are available in accordance with the terms of this Agreement or the Code.

B. Although the Property is contiguous to the present eastern boundary of the City of Colorado Springs, ANNEXOR acknowledges that the Property is located beyond the area of existing CITY services. In order to offset any cost of extending CITY services to the Property in excess of CITY revenues attributable to the Property, including police, fire, recreation, public works, support services, and other general CITY services (and on-site capital costs related thereto), ANNEXOR agrees to the following: first, ANNEXOR agrees to make certain capital improvements as provided in Article XI(C); second, an Urban Service Extension Fee as provided in Article XI(D), is hereby established to help offset such costs; and third, ANNEXOR agrees to make cash payments to offset any remaining deficits as provided in Article XI(F).

C. ANNEXOR agrees to construct all necessary capital improvements to the breakeven year as defined in Article XI(D) without any subsequent recovery of the cost thereof, and in some cases equip such capital improvements as provided for in Article XI(H). After the breakeven year as defined below, but prior to the termination of ANNEXOR'S obligation to make annual payments as provided in Article XI(F), ANNEXOR shall construct necessary capital improvements to reduce or eliminate the estimated annual deficit, which such costs shall be subject to recovery from future fee revenues as provided in Article XI(F). The appropriate CITY Department Head will determine the timing and sizing of such capital improvements. ANNEXOR may delegate its obligation to finance such capital improvements to properly authorized special districts.

D. The Urban Service Extension Fee shall be \$.11 for each square foot of floor area as defined in the Code for buildings on the Property, but not to include parking garages associated with commercial, office, or industrial buildings. The Urban Service Extension Fee shall apply to all structures or new construction for which a building permit is issued, except for governmental, utility, municipal or quasi-municipal structures, and shall be due and payable when the building permit issues.

For the purpose of this Article, the "breakeven year" will refer to the year that the General Fund revenues to be generated by development of the Property after December 31, 1992 will be equal to or exceed the cost of providing services to the Property in accordance with Articles XI(E) and XI(F). The Urban Service Extension Fee will continue until ANNEXOR'S obligation to make annual payments terminates and ANNEXOR has recovered all such payments, as provided in Article XI(F).

All Urban Service Extension fees collected by CITY shall be deposited in a separate account entitled "Banning Lewis Ranch Urban Service Extension Fee" and shall be transferred to the CITY General Fund to offset excessive costs only to the extent that the fiscal analysis described below identifies CITY General Fund expenditures in excess of General Fund revenues until ANNEXOR'S obligation to make annual payments as provided in Article XI(F) terminates. After ANNEXOR'S obligation to make annual payments terminates, all Urban Service Extension Fee revenues shall be transferred to ANNEXOR until such time as ANNEXOR has recovered all cash payments made as provided in Article XI(F) below. In the event that there are Urban Service Extension Fees in the account after ANNEXOR has recovered any annual cash payments made, such remaining fee revenues shall be transferred to the CITY General Fund.

E. Prior to the beginning of each year a fiscal analysis estimating CITY General Fund and fee revenues and expenditures attributable to the Property will be conducted by the CITY. ANNEXOR will have the opportunity to review and comment on the municipal service levels, revenue estimates, development absorption assumptions, etc. used by the CITY in the analysis. The analysis will include a retrospective analysis of revenues and expenditures for the previous year as well as a prospective analysis of the upcoming fiscal year. If ANNEXOR disagrees with the results of the fiscal analysis, it can request that an independent audit and review of the analysis be conducted. Such an audit will be conducted by a firm mutually acceptable to CITY and ANNEXOR and will be paid for from funds available in the Urban Service Extension Fee Account or by ANNEXOR if there are insufficient funds in the Urban Service Extension Fee account. Such a request for an independent audit must be addressed to the City Manager within 20 working days of ANNEXOR'S receipt of the analysis. The findings of the independent auditor will be subject to City Council review and approval.

F. If the combination of capital improvements to be made by the ANNEXOR, any funds available in the Urban Service Extension Fee account, and General Fund revenue attributable to the Property do not equal or exceed the CITY expenditures identified in the fiscal analysis, ANNEXOR will make cash payments, quarterly during the year to eliminate the deficit. This obligation of ANNEXOR to eliminate annual deficits shall continue for a period of each three (3) consecutive calendar years of General Fund revenues from the Property exceeding General Fund costs of services to the Property after 1992 (which may include the breakeven year), or the day and month of this Agreement in the year 2010, whichever occurs first. ANNEXOR shall receive a credit toward any annual deficit after the breakeven year for any annual surplus. ANNEXOR agrees that

it shall not be entitled to reimbursement from CITY'S General Fund but such sums shall be credited to ANNEXOR'S obligation as set forth above. To the extent ANNEXOR has made payments to eliminate annual deficits ANNEXOR shall recover such payments exclusively from the Urban Service Extension Fee account after its obligation to make annual payments terminates.

G. To guarantee to CITY that ANNEXOR will make necessary cash payments to mitigate revenue shortfalls identified in the CITY fiscal analysis, ANNEXOR agrees to place all proceeds of the sale to the CITY Utilities Department of the electrical transmission corridors [pursuant to Article XVI(G) below] identified in the Master Plan into an escrow account to be held in trust by a financial institution under terms and conditions mutually acceptable to ANNEXOR and CITY. This escrow account shall be utilized and drawn upon only if and to the extent that ANNEXOR is in default by failing to make annual payments as required in Article XI(F) above. Unless there is a default, ANNEXOR shall be entitled to all principal, interest or other income earned remaining in the account when the trust is dissolved. The trust will be dissolved when ANNEXOR has satisfied its obligation to make annual payments in accordance with Article XI(F) above. CITY and ANNEXOR will jointly establish this account. The account need only have such amount to reasonably secure the elimination of the annual deficits as described in this Article. Any excess may be drawn down by ANNEXOR upon written approval of CITY when no longer needed.

H. ANNEXOR agrees that near-term development will be concentrated in three development nodes. The nodes will be established in accordance with the CITY Fire Chief's standards for fire service as development occurs as uniformly applied throughout the CITY. If development occurs outside of these three nodes requiring additional fire stations and fire service prior to the breakeven year, ANNEXOR agrees to bear up to the breakeven year the total cost

of constructing, staffing, and operating those stations with the right to delegate this obligation to a properly authorized special district. If development occurs outside of the three nodes prior to the breakeven year, resulting in an increase in the number of miles of roads to be maintained by the CITY, ANNEXOR agrees to bear the total cost of the maintenance of such additional roads.

I. For purposes of administration of this Article Aries Properties Incorporated will administer the provisions hereof on behalf of ANNEXOR, including establishment of the trust account as set forth in Article XI(G), and shall be solely responsible for any annual cash payments to eliminate annual deficits as may be required pursuant to Article XI(F), and shall be solely entitled to recover any such annual cash payments made, unless such obligation and right of recovery is specifically delegated to another person, entity, or district.

XII

UTILITIES GENERALLY

A. Limitation of Applicability - The Utilities code, tariffs, regulations and policies as they exist or are hereinafter amended shall apply, and except as expressly provided herein, the provisions of this Agreement set forth the requirements of the CITY Department of Utilities 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 to adopt different ordinances, rules, regulations, resolutions, policies, tariffs, or codes which change any of the provisions set forth in this Agreement so long as these apply to the CITY generally.

B. Utility Recovery Agreements - Utility Recovery Agreements entered into by the CITY for recovery of monies expended by the ANNEXOR for oversized, both on and off site, utility facilities to be recovered from subsequent developers will be as provided for in the Code, Electric and Gas Tariffs, or as may be approved by the CITY.

C. Interim Utility Service - If interim utility service is required ANNEXOR shall dedicate such lands as are necessary to the CITY and pay all the cost of the facilities except as otherwise expressly provided. Such land shall revert to the ANNEXOR when the interim facilities are no longer needed, provided that such reversion shall not adversely affect CITY permanent facilities.

D. Southern Area - It is understood and agreed as to the Southern Area that no utility service will be provided by the CITY until debt restructuring is successfully completed as set forth in Article XVIII.

XIII

WATER

A. The CITY and/or ANNEXOR will extend water service facilities to the Property in accordance with the CITY'S ordinances, regulations and policies in effect at the time of specific water requests. Specific water requests are subject to the necessary improvements and facilities being constructed and available for use. Once the Property is annexed to the CITY the CITY will serve the Property with water so long as such water is available and facilities are in place to deliver the water. Allocation of supply is on the basis of first-come, first served throughout the CITY.

B. ANNEXOR shall dedicate to the CITY all necessary rights-of-way, owned by ANNEXOR for installation of mains and associated facilities within the

Property, which rights-of-way shall be free and clear of liens and encumbrances that may adversely affect CITY'S use of the land.

C. All pump stations and suction storage are to be paid fully by ANNEXOR; the distribution storage shall be paid by the CITY. Recovery agreements shall be entered into between ANNEXOR and CITY to provide that developments which receive benefit from the pump stations, suction storage and off-site improvements will reimburse ANNEXOR on a pro rata basis.

D. ANNEXOR grants in perpetuity to the CITY the sole and exclusive right to withdraw, appropriate and use any and all groundwater underlying ANNEXOR'S Property and all surface water rights located on the Property. Water in the Southern Area owned by ANNEXOR as of January 1, 1988 and water owned by Colorado Centre Metropolitan District as of January 1, 1988 shall be excluded from the provisions of this Article XIII and covered by Article XVIII. ANNEXOR irrevocably consents in perpetuity, on behalf of itself, and any and all successors in title, pursuant to Section 37-90-137(4) of the Colorado Revised Statutes, as now existing or later amended, to the withdrawal, appropriation and use by the CITY of all such groundwater and agrees to execute any additional or supplemental consents thereto that may be required to the CITY to withdraw, appropriate or use said groundwater. Wells constructed by the CITY outside the Property may withdraw groundwater under the Property without any additional consent. The CITY shall allow ANNEXOR to use groundwater under its Property for irrigation, cooling tower purposes and such similar non-potable uses subject to specific agreements entered into by and between ANNEXOR and CITY. If at any time the CITY deems it in the best interest of the CITY, the CITY may use the water underlying the Property for municipal and utility purposes by the CITY in the CITY.

E. ANNEXOR shall provide, without cost to the CITY, any and all necessary property not to exceed ten thousand (10,000) square feet per well site for

construction and operation of wells on the Property for which there are well applications pending or approved. Additionally, ANNEXOR shall provide reasonable access to said well sites. The well sites shall be within 200 feet of those sites as presently decreed unless the CITY and ANNEXOR agree otherwise.

F. ANNEXOR shall dedicate to the CITY the land generally shown on the Master Plan as Parcel Nos. 273.03, 293.07, 307.04, and 321.05 or at such other locations as mutually agreed upon between the CITY'S Water Division Manager and ANNEXOR, for four (4) water storage tank sites and such other uses as determined by CITY.

G. The CITY shall develop, subject to agreement by ANNEXOR, a Master Water Service Plan for providing water service to the Property which plan may be amended from time to time by the parties. The plan shall provide for alternative plans for development of water service for various scenarios and shall be revised and updated periodically as necessary. The CITY shall be responsible for engineering and design of all facilities required under the Master Water Service Plan under each scenario. ANNEXOR shall give to the CITY eighteen (18) months advance notice of its need for construction of facilities necessary to provide water service to areas to be developed in order that the CITY has time to budget, select, and design the specific facilities which shall be provided and to acquire necessary rights-of-way and to construct facilities prior to actual time that water service is required. The cost of such facilities shall be paid by the CITY and/or ANNEXOR as provided by applicable CITY ordinances, regulations, and policies in effect at the time of the request for water service. If the CITY is unable or unwilling to then pay its share of these costs, and ANNEXOR is willing to accelerate the 18 month notice

requirement subject to engineering constraints, ANNEXOR may pay the CITY'S share and shall be reimbursed for such share pursuant to a recovery agreement.

With respect to the proposed Banning-Lewis Parkway, it is understood and agreed that parcels of land adjacent to the parkway shall generally not receive water service directly from major distribution mains within the parkway right-of-way; individual services shall generally be connected to secondary mains within frontage or other secondary roads or in streets which intersect the parkway. Exceptions to this planning principle may be allowed on a specific basis by the Water Division Manager. Because installation of distribution water mains in Banning-Lewis Parkway may not be necessary for some time, payments pursuant to the CITY'S major main policy for distribution mains eventually required in Banning-Lewis Parkway are to be made as initial water service is extended to properties adjacent to Banning-Lewis Parkway; the CITY will then install the distribution water mains in Banning-Lewis Parkway, as they are needed, at no additional cost to the ANNEXOR.

H. Except as provided in Article XVIII, if the Property is de-annexed, the CITY will continue to serve the then existing customers at outside CITY rates, but no connections for new customers will be made without prior City Council approval.

I. ANNEXOR consents to the inclusion of the Property in the Southeastern Colorado Water Conservancy District on the terms and conditions set forth in the Decree of the District Court, Pueblo County, Colorado, in Case No. 40487.

J. Any provisions made for interim water service that is not a part of the Master Water Service Plan prior to the construction of water facilities as envisioned by the Master Water Service Plan, shall be at the sole expense of the ANNEXOR. Construction of interim service shall meet all standards of the Water Division.

XIV

WASTEWATER

A. General. CITY agrees to provide and extend wastewater service to and within the Property in accordance with the CITY'S ordinances and regulations in effect at the time of each specific wastewater request. Where such service is provided by the Lower Fountain Metropolitan Sewage Disposal District (hereafter "LFMSDD") service shall be governed by the LFMSDD Service Agreement or such agreement as may be negotiated between the CITY and LFMSDD.

B. Interim Service. It is recognized by the CITY and ANNEXOR that until such time as a new wastewater treatment facility is constructed, the Property may, by geographic and economic necessity, have interim wastewater service provided by either the CITY, providers other than CITY, or as may be otherwise permitted by the Code and Health Department regulations. Other providers include but are not limited to the Fountain Sanitation District and Cherokee Water and Sanitation District. ANNEXOR is responsible for costs associated with the design, construction and installation of all interim wastewater needs. These interim service needs will be identified by the Wastewater Service Master Plan described below. CITY acknowledges that Intergovernmental Agreement dated August 17, 1987, between the Colorado Centre Metropolitan District and the Fountain Sanitation District, described in Exhibit "K" attached hereto, wherein the Fountain Sanitation District agrees to provide wastewater services to the Colorado Centre Metropolitan District until a "regional wastewater treatment plant" or other long term treatment options that may be provided by the CITY or other governmental entity is constructed. Connection Charges shall be as determined in Paragraph C, of this Article XIV. Wastewater Service Charges shall be computed and charged in a similar manner as those of other customers inside the CITY limits.

C. Permanent Service.

1. Regional Wastewater Treatment Facility. The CITY and ANNEXOR agree that a new regional wastewater treatment facility will be constructed to serve that portion of the Property within the Jimmy Camp Creek Drainage Basin and that portion of the Property within the Sand Creek Drainage Basin if the latter can be more economically served by said new facility. Unless otherwise agreed between CITY and ANNEXOR, CITY and ANNEXOR agree that the new wastewater treatment facility shall be located on that site presently optioned by the LFMSDD southeast of the City of Fountain (Exhibit "L"), and that said plant will provide sewer service for governmental entities other than CITY as well as private contracting parties. It is contemplated that the terms and conditions of receiving wastewater treatment from said plant shall be governed by the LFMSDD Service Agreement, or such future agreement that may be reached between CITY and LFMSDD. The CITY agrees to use its best efforts in providing wastewater service to the Property in a timely manner when needed for development.

2. Interceptor. The CITY and ANNEXOR acknowledge that a new sewer interceptor line is required to be constructed both on and off the Property to connect the Property to the new wastewater treatment facility and that the use of the interceptor off the Property shall be governed by the LFMSDD Service Agreement or such future agreement that may be reached by the CITY and LFMSDD. It is also acknowledged that a second, parallel sewer interceptor may be required at future time to service the full development of the Property. Such interceptors shall be built to CITY standard specifications at request of CITY and to the extent ANNEXOR can comply. At the request of ANNEXOR, CITY will collect a recovery charge as provided by a recovery agreement from users all such sums to be rebated to ANNEXOR for the interceptor costs.

3. Costs. ANNEXOR is responsible for costs associated with the design, construction and installation of all wastewater facilities to serve the Property as may be provided in the Code, Article 5, Wastewater Treatment Code (12-5-601), including its share of the regional wastewater treatment facility and the interceptor. To the extent that portions of the Property (e.g. Sand Creek Basin) are not serviced by the new plant and interceptor, Connection Charges shall be assessed in accordance with the ordinances of the CITY then in effect. For that portion of the Property that is to be serviced by the new plant and interceptor, CITY shall establish and collect a Connection Charge based on actual costs. The CITY'S System Development Charge shall be established based upon the total cost of the regional wastewater treatment facility and interceptor and such other facilities as have been agreed upon by CITY and ANNEXOR. The CITY agrees that the System Development Charge will be calculated consistent with the manner in which said Charge is calculated for the balance of the CITY. The revenue realized from the collection of the System Development Charge shall be first utilized to reimburse ANNEXOR and/or any Districts which have been formed pursuant to Article XVII hereof, for total costs incurred in constructing the regional wastewater treatment plant, interceptor or other facilities as have been agreed upon by CITY and ANNEXOR and second, shall be set aside for any such future costs. All such revenue may be pledged by ANNEXOR and/or any Districts for the repayment of debt incurred to construct the interceptor and wastewater treatment plant.

The procedure for collecting the Connection Charges shall be as set forth in the CITY'S ordinances at the time of collection unless otherwise agreed by CITY and ANNEXOR. Wastewater Service Charges shall be computed and charged in a similar manner as those of other customers inside the CITY limits.

D. CITY and ANNEXOR shall jointly prepare a Wastewater Service Master Plan within a reasonable period of time after annexation of the Property. The Wastewater Service Master Plan shall show the general location and size of all required on-site and off-site pipelines, 15-inch and larger, lift stations, force mains and all proposed interim facilities.

E. ANNEXOR shall dedicate to the CITY all necessary rights-of-way owned by ANNEXOR for installation of wastewater lines and associated facilities within the Property, which rights-of-way shall be free and clear of liens and encumbrances that may adversely affect CITY'S use of the land.

F. The CITY agrees to take sewage sludge generated from LFMSDD wastewater treatment plant delivered to the Wastewater Division Solids Handling Facility located at the CITY'S Hanna Ranch. The cost of delivery facilities shall be the responsibility of LFMSDD and a per unit charge for handling said sludge shall be charged by the CITY, as may be agreed between LFMSDD and the CITY.

XV

NATURAL GAS

A. The Property is substantially within the existing gas service area of the CITY as designated by the Colorado Public Utilities Commission. Annexation of any lands not in the currently existing gas service area shall be added to the gas service area and proper certification by the Public Utilities Commission shall be obtained by the CITY.

B. The CITY agrees that it will extend gas service to the Property under its tariffs, ordinances, and rules and regulations in effect at the time of any specific gas service request. Availability will be covered by tariffs, ordinances, and rules and regulations in effect at the time of request. Annexation does not imply a guarantee of gas service.

C. ANNEXOR shall dedicate to the CITY all necessary rights-of-way owned by ANNEXOR for installation of gas mains from existing off-site systems and gas mains and associated facilities within the development, which rights-of-way shall be free and clear of liens and encumbrances that may adversely affect CITY's use of the land.

D. ANNEXOR agrees to dedicate a number of 30-foot by 30-foot gas regulator station sites. The number and general location of these sites shall be determined by Gas Division and specific site location shall be by mutual agreement. The regulator station sites will be deeded at no cost to the CITY free and clear of all liens and encumbrances that may adversely affect CITY'S use of the land.

E. Portions of the Southern Area are currently in Peoples Natural Gas Company's service area. Peoples has installed facilities and is presently providing gas service to customers. Such portions of Peoples' service area that are annexed will become the CITY'S service area, and the CITY will purchase the appropriate facilities from Peoples Natural Gas Company and will install facilities necessary to deliver gas to this acquired system. Peoples Natural Gas Service will be disconnected except for the 6-inch and 4-inch mains which will be retained by Peoples. These mains will pass through Colorado Centre from the Colorado Interstate Gas Company meter station to Peoples' gas service area south of the Southern Area. Peoples will require the continued use of their right-of-way easements and/or the streets and roads for their mains.

The acquisition of Peoples' facilities by the CITY shall be done at no cost to the ANNEXOR.

F. ANNEXOR will execute all extension contracts required and will pay to the CITY an advance deposit equal to the cost of such facilities in accordance

with the CITY'S gas extension policy in effect at the time the service is requested. The CITY will make refunds of the deposit to ANNEXOR in accordance with prevailing citywide policy.

G. Reasonable and timely notice shall be provided to CITY in order to schedule gas service to the Property. It is understood and agreed as to Southern Area that no service will be provided until debt restructuring is successfully completed as set forth in Article XVIII.

XVI

ELECTRIC

A. Electric service will be provided to the Property in accordance with the CITY'S ordinances, tariffs, rules and regulations in effect at the time electric line extensions are requested. Recovery, if any, for on and off site electric facilities shall be in accord with the applicable electric tariff. Requests for such service shall conform to the Code and Tariffs of the City of Colorado Springs.

B. ANNEXOR shall dedicate to the CITY all necessary rights-of-way owned by ANNEXOR for installation of all electric transmission facilities, except the two (2) major transmission corridors set out in paragraph C. below, and distribution facilities to include substation sites and other associated facilities within the Property, which shall be free and clear of liens and encumbrances that may adversely affect CITY'S use of the dedicated Property.

C. Five major overhead electric transmission lines are planned within two (2) major transmission corridors. ANNEXOR'S needs may require additional lines in the future. All transmission lines will be constructed when the Electric T&D Division determines they are required. All transmission lines will be overhead and located in areas which will not conflict with airports.

D. All lines below 30,000 volts Phase-to-Phase will be installed underground in accordance with CITY code. Temporary lines may be overhead and will be paid for by ANNEXOR including cost of removal.

E. The CITY will not supply electric service to any area within the service territory of the Mountain View Electric Association until the area is annexed and service transferred in a phased manner according to the existing agreement between the CITY and Mountain View. ANNEXOR shall be responsible for all costs associated with the transfer of facilities and service territory. Such cost to include any facilities on land developed by the ANNEXOR prior to annexation and enclave lands not being annexed north of Drennan Road but for which due to annexation, the CITY is required to take over electric service. Disconnection from Mountain View and transfer of service to the Property shall be as follows:

1. The amount to be paid by ANNEXOR for transfer of territory shall be calculated when the final meter readings for the twelve months preceding the service territory transfer date are available. It is estimated that disconnection of the Southern Area from Mountain View shall cost approximately \$61,810, and disconnection of the remainder of the Property is estimated to cost \$53,710.

2. Five electric distribution areas (EDA's) have been established for disconnection from Mountain View and extension of electric service by CITY. The five EDA's are depicted on Exhibit M attached hereto and incorporated by reference. CITY shall endeavor to secure an agreement with Mountain View that would permit Mountain View to continue to serve existing and new users within a particular EDA until such time as one of the following conditions is met:

- (a) There exists two or more residential customers in a platted subdivision;

- (b) There exists two or more commercial/industrial customers in one building complex or platted subdivision;
- (c) There is demand from one or more customers for an ultimate connected load of five hundred kilowatts (kw) or more for any one EDA or one thousand kilowatts or more for two or more contiguous EDA's;
- (d) January 1, 1995 arrives regardless of load demands within the EDA.

3. When any one of the conditions in Paragraph 2 is met, or if CITY cannot secure an agreement with Mountain View to allow Mountain View to continue to serve the Property as provided above, CITY will supply electric service to the Property. ANNEXOR will bear the cost of all line extensions to the Property according to the tariffs and policies in effect at the time of the extension. Prior to reconnection, ANNEXOR may elect to terminate electric service to facilities then in service, or provide service with small generators for small uses, such as stock watering ponds.

4. CITY will enter into recovery agreements, as permitted by CITY's ordinances, tariffs, rules, and regulations to allow ANNEXOR to recover off-site improvements and expenses required to serve the Property.

5. Any labor and material cost for the installation of permanent facilities or the installation and removal of temporary facilities (except credits for any salvage value) required to serve new customers, beyond the existing customers on the Property whose service cost is included in the disconnect fees to be paid by ANNEXOR to Mountain View under Paragraph 1 above, must be paid by ANNEXOR or the user seeking service.

F. Road Improvements Adjacent to Utility Corridors - ANNEXOR shall be responsible for the cost of or construction of road improvements adjacent to

utility corridors. ANNEXOR shall also be responsible for required relocation of utility lines and facilities. The CITY Department of Utilities shall not be responsible for acquisition, dedication or contribution of land needed for road improvements, nor shall the CITY Department of Utilities or General City be responsible for road improvements where utility corridors are adjacent to such lands; however, CITY will permit road crossings and certain other public uses at utility corridors. This waiver of responsibility shall apply in all cases irrespective of the manner in which the CITY Department of Utilities acquires title, i.e., fee simple, easement, right-of-way, dedication by plat etc.

G. The CITY has determined the location of two corridors for a total of five major transmission lines through the Property generally shown on the Master Plan, and ANNEXOR shall deed the same to the CITY upon request. When these transmission line corridors are deeded to CITY, CITY will compensate ANNEXOR for the fair market value at the time of conveyance. Such compensation shall be distributed among ANNEXORS in accordance with their ownership interests. The time and manner of payment shall be established by separate agreement. The payments shall be used as security for ANNEXOR'S responsibility to cover any annual fiscal deficits as set forth in Article XI. ANNEXOR shall consent to the location of the transmission line corridor. Easements for distribution lines must be shown on the Master Plan and all final subdivision plats. The two (2) corridors for five major transmission lines would have been required even if ANNEXOR'S Property was not annexed.

H. All street right-of-way in residential subdivisions dedicated by ANNEXOR shall generally allow for the installation, operation and maintenance of electric facilities between sidewalk and property line or between curb and sidewalk for areas with detached sidewalks. ANNEXOR, with CITY approval, may set aside other areas for such facilities.

I. ANNEXOR shall dedicate to CITY the electric service site as shown on the Master Plan as a portion of Parcel No. 329.01/329.04 (one site) and six (6) ten (10) acre electric substation sites Parcel Nos. 295.02, 301.05, 309.02, 329.02/329.05 (one site), 338.09 and 344.02 for which the ANNEXOR will apply for the Public Facilities (PF) zone within eighteen (18) months of final annexation and which shall be dedicated for exclusive use by the Department of Utilities.

J. ANNEXOR shall provide on each side of all arterial or larger streets including state and U.S. highways and the Banning-Lewis Parkway a minimum of ten (10) feet within the street right-of-way but outside the ultimate paved portion exclusively for electric distribution facilities; landscaping shall be permitted in accordance with CITY Utility Department policy.

K. It is understood and agreed as to the Southern Area that no service will be provided until debt restructuring is successfully completed as set forth in Article XVIII.

XVII

DISTRICTS

A. The CITY shall approve the formation of one or more Districts ("Districts") or similar entities consistent with the intent of this Agreement, including but not limited to public building authorities, development authorities, general improvement districts (special districts), special improvement districts, maintenance districts, flood control conservancy districts, local improvement districts, and including metropolitan districts for non-residential land, for the purpose of the acquisition, design, construction, installation, financing and/or maintenance of capital improvements and facilities, and for the provision of certain services which may be required to develop the

Property; which capital improvements, facilities and services ANNEXOR is obligated or permitted under this Agreement to provide. To the extent that ANNEXOR is responsible therefor, such capital improvements and facilities would include, but not be limited to: water and wastewater lines and facilities; storm drainage and detention facilities, including irrigation; traffic and transportation facilities, including streets, bridges, roads, interchanges, signalization, safety protection improvements; park and recreation facilities; police and fire protection facilities and equipment; and communication facilities and equipment. CITY will permit the formation of such districts so long as the CITY is not directly or indirectly liable for repayment of any indebtedness in connection therewith, and ANNEXOR has presented evidence satisfactory to the CITY that the proposed District has, or will have, the financial ability to discharge the proposed indebtedness. Any approval of such Districts, when requested by ANNEXOR, shall include the following conditions, unless waived by CITY:

- (1) No District shall levy, charge or collect a sales tax.
- (2) All services and improvement plans of the District(s) and amendments thereto shall be subject to review and approval by CITY.
- (3) The District(s) shall obtain all necessary permits and pay all prescribed fees associated with any and all improvements to be made.
- (4) All improvements constructed by the District(s) shall be designed, constructed and warranted in accordance with the standards and specifications of CITY.
- (5) Unless otherwise provided in this Agreement, the CITY shall be the sole provider of municipal services to the Property, including water and wastewater services, fire and police protection, street maintenance, zoning and code enforcement, and all other services as CITY may provide to

the residents of CITY; provided, however, that the District(s) may, with the prior approval of the CITY, provide supplemental street, median, landscape (including irrigation), drainage and other facility maintenance services.

(6) CITY shall not incur any expense in the formation or operation of the proposed District(s) or its retirement of capital obligations, exclusive of ordinary administrative expenses such as review by CITY staff.

(7) Other conditions to the approval of any District may also be applied by the CITY as a matter of Citywide uniform policy, including consideration of whether the District will have an adverse impact upon the financial ability of the CITY or other governmental entities to enter into bonded indebtedness.

B. To the extent that ANNEXOR has any right or duty under this Agreement to engineer, furnish material for, install, construct, warrant, maintain, repair or otherwise provide for or maintain certain improvements and facilities (public or private) as defined in this Agreement or as otherwise required or desired by ANNEXOR in connection with development of the Property, all or any portion of that right or duty may, with the CITY's consent, be delegated by ANNEXOR to the District(s) so long as such responsibilities are within the scope of authority of said District(s). Notwithstanding any such delegation, the provisions of this Agreement shall run with the land, and the CITY may enforce against any such District any delegated obligations.

XVIII

COLORADO CENTRE METROPOLITAN DISTRICT

A. Within one year and seventy-five days following the date of this Agreement, ANNEXOR shall secure a restructuring of the existing Colorado Centre

Metropolitan District (CCMD) bonded indebtedness. CITY acknowledges that the restructuring of the CCMD debt is intended to take place in phases, and that CITY will cooperate to the extent necessary in the restructuring process. Upon restructuring of the debt within the following parameters ANNEXOR'S obligation hereunder will be satisfied:

1. The existing indebtedness, which is secured by water tap revenues, must be restructured to allow CITY to collect these water tap revenues.

2. The existing indebtedness will be shifted from a mill levy debt to an assessment lien debt through establishment of a building authority. Existing CITY residents shall not bear any responsibility for debt repayment. The Property subject to the assessment lien will be solely on the portion of the CCMD to be annexed (i.e. the Southern Area), plus the additional lands within the Property as provided below. As properties within that portion of the Property subject to the assessment lien are platted, ANNEXOR shall pay a pro rata share of the debt, and the assessment lien shall be released as to the platted land; subsequently constructed dwellings shall not be subject to the assessment lien.

3. CCMD may continue to assess a mill levy of a maximum of eight mills on the area currently included in the non-annexed portion of CCMD and will be permitted to collect up to a 10% water connection surcharge, which revenues may be applied either toward covering the costs of service CCMD will continue to provide or to prepay bonds of the building authority to the extent that there are surpluses.

4. Approximately 1,000 acres of additional lands within the Property may be added to the area to be included in the building authority as a source for assessments.

5. CITY acknowledges that it may take the building authority several bond issues to restructure the existing CCMD debt.

6. The CCMD service plan will be amended to restrict the district from borrowing before or after its current debt is restructured, until such time as the restructured debt is fully retired.

B. While the existing CCMD indebtedness is being restructured, CITY will not provide utility service or plat approval for that portion of the CCMD being annexed. CCMD will continue to provide services to the non-annexed area and the annexed area until the debt is restructured, and may continue to charge customary user fees or other fees for services that are provided by CCMD. CCMD shall be allowed to utilize Well No. 211A during the year and seventy-five day period in the event the non-annexed and annexed lands' existing water supplies are terminated.

C. If the restructuring of the existing CCMD debt is not completed within one year and seventy-five (75) days following the date of this Agreement. ANNEXOR will petition to disconnect the annexed portion of CCMD from the CITY in accordance with 31-12-501 et seq., C.R.S. In the event of disconnection, the ANNEXOR will retain ownership of the groundwater underlying the Southern Area. The CITY shall allow CCMD by separate intergovernmental agreement without charge utilization of Well No. 211A for the purpose of providing interim water service to the Southern Area for a period not to exceed five (5) years.

D. If the restructuring of the existing debt is completed as provided above CITY will provide all utility services to the Southern Area on same terms and conditions as to the balance of the Property. CCMD may contract consistent with CITY policies for CITY water and wastewater service for the non-annexed portion of CCMD. If CCMD does not contract with CITY for water service, CCMD

shall have the right to utilize Well No. 211A without cost for the purpose of providing interim water service to the non-annexed portion of CCMD for a period not to exceed five (5) years from date of this Agreement.

E. Subject to the provisions of Article XVIII(C) above, ANNEXOR grants in perpetuity to CITY the sole and exclusive right to withdraw, appropriate, and use any and all groundwater underlying the Southern Area and all surface water rights located in the Southern Area except for groundwater owned by CCMD as of January 1, 1988. ANNEXOR shall convey the remaining groundwater and groundwater rights by a consent and instrument of conveyance acceptable to CITY, which shall include the wells and historical water requirements associated with groundwater rights conveyed to CITY.

XIX

GENERAL PROVISIONS

A. This Agreement shall be recorded with the Clerk and Recorder in El Paso County, Colorado and shall run with the land, and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto, and all persons or entities now or hereafter having an interest in the Property. Except as noted hereafter, any and all of the rights, duties and obligations of ANNEXOR or any of them hereunder may be assigned by ANNEXOR to any person or entity when portions of the Property are conveyed to such persons or entities. In such event, the assignee will assume all of the rights, duties and obligations of ANNEXOR hereunder as to the portion of the Property so assigned and ANNEXOR shall be relieved from all further liabilities, obligations and duties as to the portion of the Property so conveyed. Notwithstanding the foregoing, rights to specific reimbursements, refunds or credits provided for herein shall be placed in a fund, to be known as the Banning Lewis

Ranch Improvement Fund, held in trust by a bank mutually agreed upon by Aries Properties Incorporated and CITY, for equitable distribution by the Banning Lewis Ranch Planning Association or similar entity or entities among the parties bearing the costs to which such refunds, reimbursements and credits relate. The Banning Lewis Ranch Planning Association or a similar entity or entities created for the purpose of administering this Agreement, shall remain in existence until all terms and conditions of this Agreement have been complied with or until the Agreement terminates. Any future sale of the Property shall include specific reference to this Agreement and delegation of the obligations contained herein. Rights to the specific refunds contained herein shall always be to Aries Properties Incorporated unless specifically assigned to another person, entity, or district created in accord with Article XVII.

B. CITY acknowledges that ANNEXOR owns a number of small contiguous tracts that ANNEXOR will seek to annex upon completion of the annexation of the Property. Upon annexation of such additional tracts, the provisions of this Agreement will extend to such other tracts as if they originally had been included in this Agreement. In addition, the Master Plan shall be deemed sufficient to satisfy the "plan in place" requirements of the Municipal Annexation Act, as amended, for the purpose of annexing such tracts.

C. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing Codes or ordinances or as a waiver or abdication of the CITY'S legislative, governmental or police powers to promote and protect the public health, safety, or general welfare of the CITY or its inhabitants; nor shall this Agreement prohibit the enactment by the CITY of any fee which is of uniform or general application throughout the CITY. Except as specifically provided herein, CITY agrees to treat ANNEXOR and the Property in a

non-discriminatory manner relative to the rest of the CITY. In addition, any consent or approval require hereunder either from ANNEXOR or CITY shall not be unreasonably withheld. CITY will not impose any fee, levy or tax or impose any conditions upon the approval of development requests, platting, zoning or issuance of any building permits on ANNEXOR, or make any assessment on the Property that is not uniformly applied throughout the CITY, unless otherwise agreed to between CITY and ANNEXOR. Any fees to be paid by ANNEXOR will be paid at building permit issuance except as specifically may be provided in this Agreement or the Code.

D. No right or remedy of disconnection of the described Property from the CITY accrues from this Agreement, other than that provided by §31-12-119, C.R.S. In the event the Property or any portion thereof is disconnected at ANNEXOR'S request, the CITY shall have no obligation to serve the disconnected Property and this Agreement shall be void and of no further force and effect as to such Property.

E. If the annexation of the Property or any portion thereof 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 disconnection of the Property from the CITY, then this Agreement and all provisions contained herein shall be null and void and of no further effect. If the referendum challenge fails, then ANNEXOR and CITY shall continue to be bound by all terms and provisions of this Agreement.

F. If the annexation of the Property or any portion thereof is voided by initiative, the CITY agrees to cooperate with ANNEXOR to continue providing water, wastewater, electric and gas service to those properties actually served. The CITY and ANNEXOR agree to pursue all reasonable methods to

continue such service including but not limited to extraterritorial water and sewer contracts at outside CITY rates. Such agreement to cooperate shall not constitute a legal obligation on the part of the CITY to continue service.

G. In the event that the annexation of the Property or any portion thereof is voided by final action of any court (such action not being associated with a referendum or initiative action), CITY and ANNEXOR shall cooperate to cure the legal defect which resulted in disconnection of the Property, and upon such cure this Agreement shall be deemed to be an agreement to annex the Property to the CITY pursuant to the Municipal Annexation Act. Any such agreement to annex shall be subject to the terms of this Agreement, Master Plan, and all other documents referenced herein. ANNEXOR shall reapply for annexation as and when the Property becomes eligible for annexation as determined by the CITY.

H. It is specifically understood and agreed that where this Agreement provides for a determination to be made by a CITY Department Head and such is approved by the City Manager, any such determination may be appealed to and reviewed by City Council. An appeal for review by City Council of any departmental determination shall automatically stay this matter until the City Council has completed its review.

I. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

J. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained

herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto except those specific agreements herein referred to. Except with consent of Aries Properties Incorporated, CITY, and the Banning Lewis Ranch Planning Association, there shall be no modification of this Agreement except in writing, executed with the same formalities as this instrument and recorded as required in Article XIX(A) above. Subject to the conditions herein, this Agreement may be enforced in any court of competent jurisdiction.

K. ANNEXOR has obtained and filed with CITY consent to this Agreement from all parties who hold prior Deeds of Trust or other security instruments in the Property.

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

M. In the event either party alleges that the other is in default hereunder, the non-defaulting party shall first notify the defaulting party in writing of such default. The defaulting party shall have twenty (20) working days from receipt of such notice within which to cure such default before the non-defaulting party may exercise any of its remedies hereunder. If such default is not of a nature that can be cured in such twenty (20) day period, corrective action must be commenced within said period by the defaulting party and be thereafter diligently pursued. If the default is not cured in a timely fashion, then the non-defaulting party may elect, at its discretion, either to cure the default and recover the cost thereof from the defaulting party, or seek to enjoin the default if of a continuing nature, or seek specific performance and/or damages. All of these remedies shall be considered cumulative, and shall not be exclusive of any other remedy provided for in this Agreement.

N. Because it is anticipated by CITY and ANNEXOR that development of the Property will be a long term endeavor, this Agreement shall be in force and effect for a period of sixty (60) years from the effective date hereof or until all terms and conditions contained herein have been complied with, whichever occurs first. Thereafter, so long as the Property is located within the municipal boundaries of CITY, it shall be subject to the uniform ordinances, rules and regulations of CITY generally applicable throughout CITY on a non-discriminatory basis.

O. CITY shall use its best efforts to determine that the Banning Lewis Ranch Planning Association or a similar entity or entities created by it has reviewed all platting, site development plans, concept plans and requests for building permits prior to their submittal to the CITY or Regional Building Department. The Banning Lewis Ranch Planning Association, or similar entity or entities created by it shall in general be responsible for facilitating and coordinating ANNEXOR'S compliance with this Agreement and the Code, but shall not have any liability for violation of the Code or the Agreement by others.

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

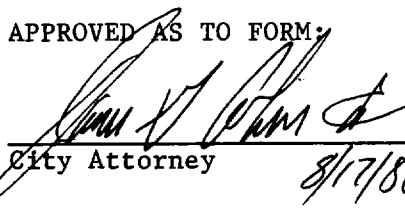
CITY OF COLORADO SPRINGS

By: 
Mayor



City Clerk

APPROVED AS TO FORM:


City Attorney

8/17/88

Aries Properties Incorporated, a Colorado corporation

Steven A. Douglas
Steven A. Douglas, President

Attest:

Jonathan Aries, Secretary
(Corporate Seal)

STATE OF COLORADO)

COUNTY OF EL PASO)

Acknowledged before me this 12th day of August, 1988, by Steven A. Douglas as President and Jonathan Aries as Secretary of Aries Properties Incorporated, a Colorado corporation.

Witness my hand and official seal.

My commission expires: 6-9-92

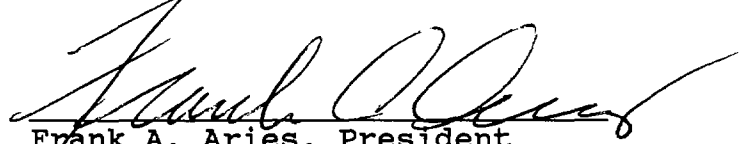
(Seal)



Suzette Wolf
Notary Public

CS Ranch Company, an Arizona general partnership

By F & D Properties, Ltd.,
an Arizona corporation,
managing general partner


Frank A. Aries, President

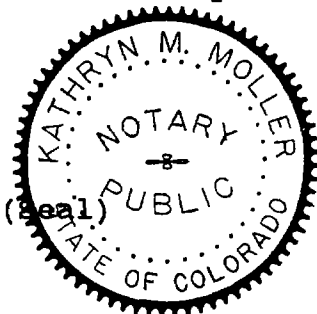
Attest:

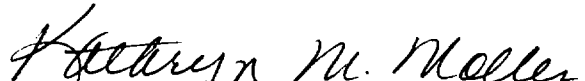
Robert Fortuno, Secretary
(Corporate Seal)
STATE OF COLORADO)
COUNTY OF EL PASO)

Acknowledged before me this 16th day of
August, 1988, by Frank A. Aries as President and Robert
Fortuno as Secretary of F & D Properties, Ltd., an Arizona
corporation, managing general partner of CS Ranch Company,
an Arizona general partnership.

Witness my hand and official seal.

My commission expires: 26 December 1990




Notary Public

F & D Associates, an Arizona general partnership



Frank A. Aries
General Partner

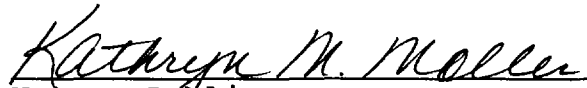
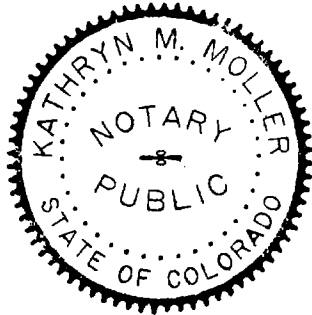
STATE OF COLORADO)
)
COUNTY OF EL PASO)

Acknowledged before me this 12th day of
August, 1988, by Frank A. Aries as general partner of F & D
Associates, an Arizona general partnership.

Witness my hand and official seal.

My commission expires: 26 December 1990

(Seal)


Notary Public

Colorado Springs Land Associates, a New York general partnership

By Aegis Arrandale Land
Associates, a New York
limited partnership,
general partner

By [Signature]
Its G.P.

STATE OF New York)
COUNTY OF Nassau)

Acknowledged before me this 12th day of
August, 1988, by STUART A. BENSON as
GENERAL PARTNER of Aegis Arrandale Land
Associates, a New York limited partnership, general partner
of Colorado Springs Land Associates, a New York general
partnership.

Witness my hand and official seal.

My commission expires: February 28, 1990

Louise A. Neil
Notary Public

(Seal)

LOUISE A. NEIL
Notary Public, State of New York
No. 4657523
Qualified in Nassau County
Commission Expires 2/28/90

Springs Center Land Corp., a Delaware corporation

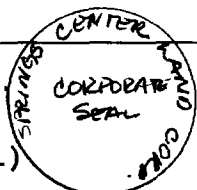
By
Its

[Signature]
[Signature]

Attest:

Secretary

(Corporate Seal)



STATE OF

New York

COUNTY OF

Nassau

Acknowledged before me this 12th day of
August, 1988, by STUART A. BENSON as
President and _____ as
Secretary of Springs Center Land Corp., a Delaware
corporation.

Witness my hand and official seal.

My commission expires: February 28, 1990

[Signature]
Notary Public

(Seal)

LOUISE A. NEIL
Notary Public, State of New York
No. 4657523
Qualified in Nassau County
Commission Expires 2/28/90

The Springs Company, an Arizona general partnership

By
Its



STATE OF Arizona)
COUNTY OF Pima)

Acknowledged before me this 17 day of August,
1988, by Sol Behar as
_____ of The Springs Company,
an Arizona general partnership.

Witness my hand and official seal.

My commission expires:

1/30/89

Daniel A. Singer
Notary Public

(Seal)

A. C. Israel Enterprises, Inc., a Delaware corporation

By
Its

Jay M. Howard
Vice President

Attest:

Daniel P. Edwards
Asst. Secretary

(Corporate Seal)

STATE OF Colorado)
City and Denver)
COUNTY OF Denver)

~~Sept.~~ Acknowledged before me this 22nd day of
~~August~~ 1988, by JAY M. HOWARD as
Vice President and DANIEL EDWARDS as
Asst Secretary of A. C. Israel Enterprises, Inc., a Delaware
corporation.

Witness my hand and official seal

My commission expires:

My Commission Expires April 8, 1991
410 17th Street, 22nd Floor
Denver, Colorado 80202

Mary McHill
Notary Public

(Seal)

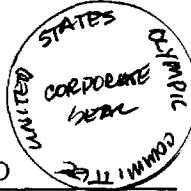
United States Olympic Committee, a non-profit corporation
incorporated by an Act of Congress

By Baaron B. Pittenger
Its EXECUTIVE DIRECTOR

Attest:

Andras I. Toro
Secretary - Andras I. Toro

(Corporate Seal)



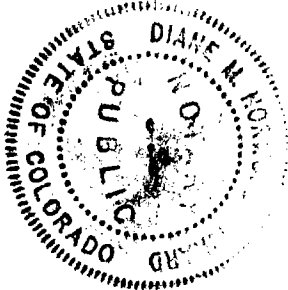
STATE OF COLORADO

COUNTY OF EL PASO

Acknowledged before me this 16th day of
August, 1988, by Baaron B. Pittenger as
Executive Director and Andras I. Toro
as Secretary of the United States Olympic Committee, a non-
profit corporation incorporated by an Act of Congress.

Witness my hand and official seal.

My commission expires: October 6, 1990



(Seal)

Diane M. Norwood-Richard
Notary Public
Diane M. Norwood-Richard
2235 Villa Rosa Drive
Colorado Springs, CO 80904

Falcon Trucking Company, a Michigan corporation

By
Its

J. J. Stone
President

Attest:

Secretary

J. J. Stone

(Corporate Seal)



STATE OF

Michigan

COUNTY OF

Wayne

Acknowledged before me this 17th day of August, 1988, by J. J. Stone as President and J. J. Stone as Secretary of Falcon Trucking Company, a Michigan corporation.

Witness my hand and official seal.

My commission expires:

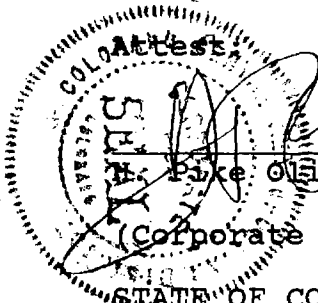
Susan C. Harris
Notary Public

SUSAN C. HARRIS
Notary Public, Wayne County, MI
My Commission Expires Jan. 23, 1990



Colorado Centre Metropolitan District, a special district created pursuant to the laws of the State of Colorado

Steven A. Douglas
Steven A. Douglas, President

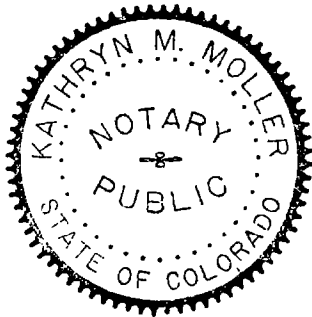
Attest:

H. Pike Oliver, Secretary
(Corporate Seal)
STATE OF COLORADO)
COUNTY OF EL PASO)

Acknowledge before me this the 12th day of August, 1988, by Steven A. Douglas as President and H. Pike Oliver as Secretary of Colorado Centre Metropolitan District, a special district created pursuant to the laws of the State of Colorado.

Witness my hand and official seal.

My commission expires: 26 December 1990

(Seal)



Kathryn M. Moller
Notary Public

Feit & Ahrens, a New York general partnership

By [Signature]
Its [Signature]

STATE OF New York)
COUNTY OF New York)

Acknowledged before me this 16th day of
August, 1988, by Burton Joel Ahrens as
Partner of Feit & Ahrens, a new
York general partnership.

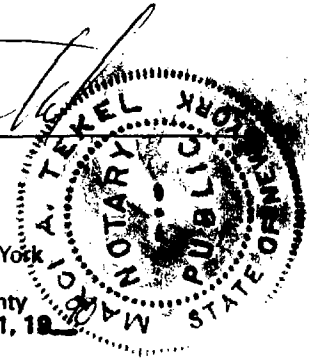
Witness my hand and official seal.

My commission expires:

(Seal)

[Signature]
Notary Public

MARCIA TEKEL
Notary Public, State of New York
No. 51487-0100
Qualified in New York County
Commission Expires January 31, 1990



Colorado Centre J. V., an Arizona general partnership

By
Its

Mgr. Gen. Partner

STATE OF

Arizona

COUNTY OF

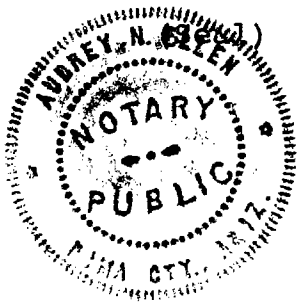
Pima

Acknowledged before me this 11th day of August, 1988, Richard A. Silver, MD as Managing General Partner of Colorado Centre J. V., an Arizona general partnership.

Witness my hand and official seal.

My commission expires: 10/25/88

Audrey Nell
Notary Public



CCM Development Associates, an Arizona general partnership

BY: THE VENTURE WEST GROUP, INC.
a Delaware corporation,
general partner

By: Daniel E. Rubin
Daniel E. Rubin, President

BY: VENWEST DEVELOPMENT LIMITED
PARTNERSHIP 1, an Arizona
limited partnership, general
partner

By: THE VENTURE WEST GROUP,
INC. a Delaware
corporation

By: Daniel E. Rubin
Daniel E. Rubin, President

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before the this
17th day of August, 1988 by Daniel E. Rubin as President of THE
VENTURE WEST GROUP, INC., a Delaware corporation, general partner
of CCM Development Associates, an Arizona general partnership.

WITNESS my hand and official seal.
My commission expires January 29, 1990

Charles E. Rubin
Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before the this
17th day of August, 1988 by Daniel E. Rubin as President of THE
VENTURE WEST GROUP, INC., a Delaware corporation, general partner
of VENWEST DEVELOPMENT LIMITED PARTNERSHIP 1, an Arizona limited
partnership.

WITNESS my hand and official seal.
My commission expires January 29, 1990

Charles E. Rubin
Notary Public

Frank R. Krejci, Individually

Frank R. Krejci
Frank R. Krejci

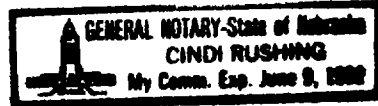
STATE OF NEBRASKA)
COUNTY OF Douglas)

Acknowledged before me this 11th day of August,
1988, by Frank R. Krejci, individually.

Witness my hand and official seal.

My commission expires:

(Seal)



Cindi Rushing
Notary Public

KVI Colorado Corp., a Nebraska corporation

By
ItsGeorge W. Venterich
President

Attest:

[Signature]
Secretary

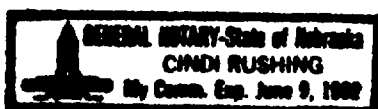
(Corporate Seal)

STATE OF NEBRASKA)COUNTY OF Douglas)

Acknowledged before me this 12th day of
 August, 1988, by George W. Venterich as
President and Frank Kulig as
 Secretary of KVI Colorado Corp., a Nebraska corporation.

Witness my hand and official seal.

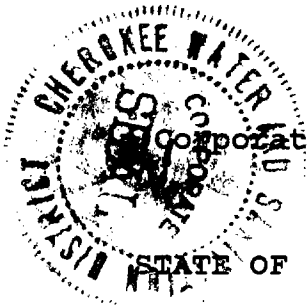
My commission expires:

Cindi Rushing
Notary Public

(Seal)

Cherokee Water and Sanitation District, a water and sanitation district created pursuant to the laws of the State of Colorado

By: Douglas A. Millhone
Its: Vice-President



(Corporate Seal)

STATE OF COLORADO)

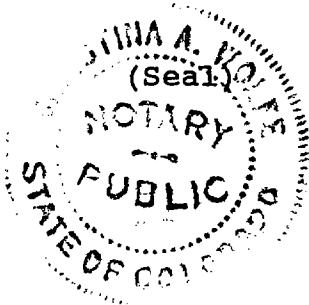
COUNTY OF EL PASO)

Acknowledged before me this 9th day of August, 1988, by Douglas A. Millhone, as Vice President of the Cherokee Water and Sanitation District, a water and sanitation district created pursuant to the laws of the State of Colorado.

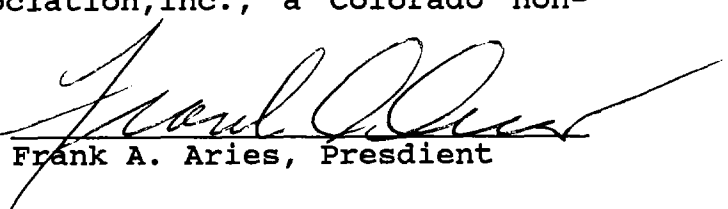
Witness my hand and official seal.

My commission expires: 12-31-88

Christina A. Waage
Notary Public



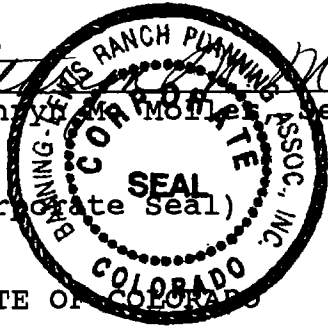
Banning Lewis Ranch Planning Association, Inc., a Colorado non-profit corporation


Frank A. Aries, President

Attest:


Kathryn M. Moller, Secretary

(Corporate Seal)



STATE OF COLORADO)

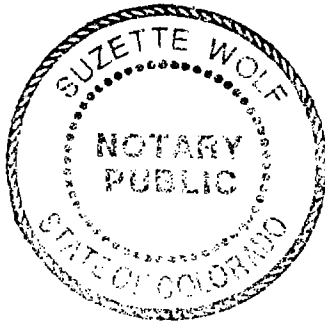
COUNTY OF EL PASO)

Acknowledged before me this 12th day of August, 1988, by Frank A. Aries as President and Kathryn M. Moller as Secretary of the Banning Lewis Ranch Planning Association, Inc., a Colorado non-profit corporation.

Witness my hand and official seal.

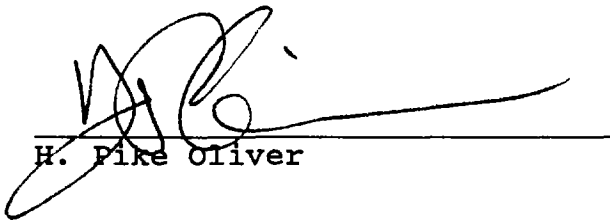
My commission expires: 6-9-92

(Seal)




Notary Public

H. Pike Oliver, Individually


H. Pike Oliver

STATE OF COLORADO)

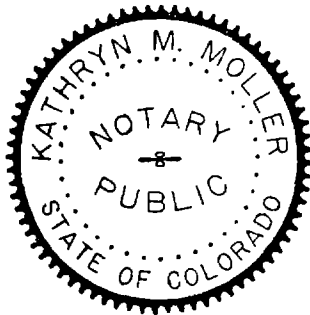
COUNTY OF EL PASO)

Acknowledged before me this 12th day of August, 1988, by H. Pike Oliver, individually.

Witness my hand and official seal.

My commission expires: 26 December 1990

(Seal)




Notary Public

Jonathan Aries, Individually


Jonathan Aries

STATE OF COLORADO)

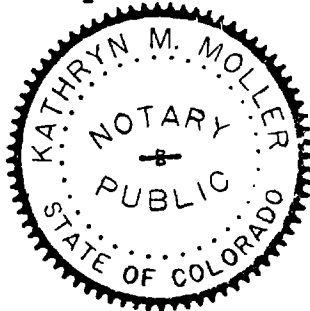
COUNTY OF EL PASO)

Acknowledged before me this 12th day of
August, 1988, by Jonathan Aries, individually.

Witness my hand and official seal.

My commission expires: 26 December 1990

(Seal)


Notary Public

Charles J. Fuhr, Individually


Charles J. Fuhr

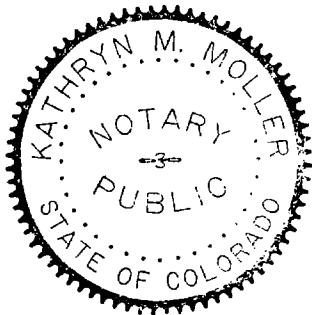
STATE OF COLORADO)
)
COUNTY OF EL PASO)

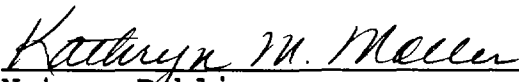
Acknowledged before me this 12th day of
August, 1988, by Charles J. Fuhr, individually.

Witness my hand and official seal.

My commission expires: 26 December 1990

(Seal)




Notary Public

Kathryn M. Moller, Individually

Kathryn M. Moller
Kathryn M. Moller

STATE OF COLORADO)

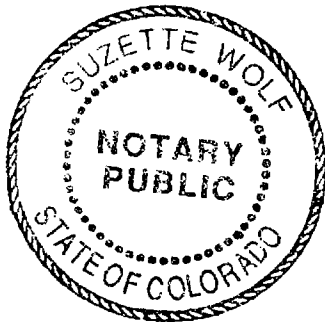
COUNTY OF EL PASO)

Acknowledged before me this 12th day of
August, 1988, by Kathryn M. Moller, individually.

Witness my hand and official seal.

My commission expires: 6-9-92

(Seal)



Suzette Wolf
Notary Public

Steven A. Douglas, Individually

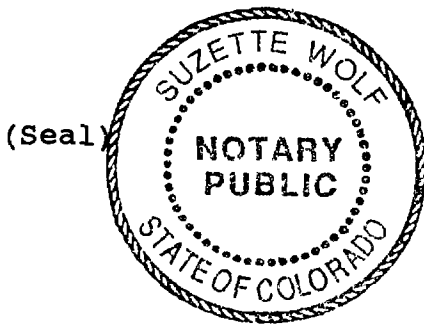
Steven A. Douglas
Steven A. Douglas

STATE OF COLORADO)
)
COUNTY OF EL PASO)

Acknowledged before me this 12 day of
August, 1988, by Steven A. Douglas, individually.

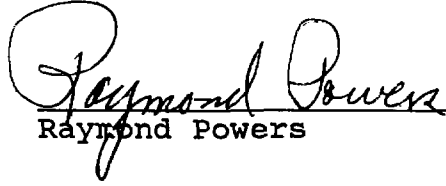
Witness my hand and official seal.

My commission expires: 6-9-92



Suzette Wolf
Notary Public

Raymond Powers, individually, is the holder of a deed of trust or other security instrument in all or a portion of the Property, and consents to this Agreement pursuant to Article XIX (K) of the Agreement.

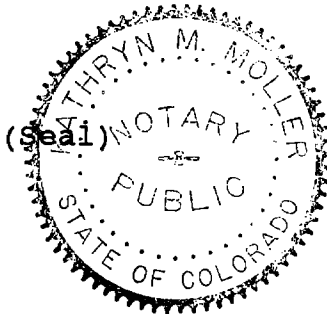

Raymond Powers

STATE OF COLORADO)
)
COUNTY OF EL PASO)

Acknowledged before me this 11th day of August, 1988, by Raymond Powers, individually.

Witness my hand and official seal.

My commission expires: 26 December 1990




Notary Public

Saguaro Mortgage Services, Inc., an Arizona corporation, is the holder of a deed of trust or other security instrument in all or a portion of the Property, and consents to this Agreement pursuant to Article XIX (K) of the Agreement.

By Clark P. Cederlof
Its Vice President

Attest:

Margaret Allen
Vice President

(Corporate Seal)



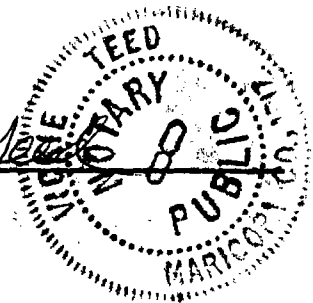
STATE OF Arizona)
COUNTY OF Maricopa)

Acknowledged before me this 15th day of August, 1988, by Clark P. Cederlof as Vice President and Margaret Allen as Vice President of Saguaro Mortgage Services, Inc., an Arizona corporation.

Witness my hand and official seal.

My commission expires:

Uicker
Notary Public



(Seal)

My Commission Expires March 21, 1991

Legal Description

EXHIBIT A

Banning - Lewis Ranch

Legal Description

A tract of land located in Sections 2, 3, 4, 8, 9, 10, 11, 14, 15, 16, 17, 20, 21, 22, 23, 26, 27, 28, 33, 34 and 35, all in T14S, R65W of the 6th P.M. and in Sections 2, 3 and 4, T15S, R65W of the 6th P.M., County of El Paso, State of Colorado, described as follows:

BEGINNING at the Southeast Corner of Section 34, T13S, R65W of the 6th P.M., from which the Northeast Corner of said Section 34 bears N01°14'52"E (basis of bearing - true meridian), 5298.00 feet; thence S00°02'02"W, 2728.97 feet along the West line of the NW1/4 of Section 2, T14S, R65W of the 6th P.M. to the W1/4 Corner of said Section 2;

Thence N89°50'23"E, 3692.78 feet along the East-West Centerline of said Section 2;

Thence S00°16'30"E, 18,454.90 feet to the North line of the NE1/4 of Section 26, T14S, R65W of the 6th P.M.;

Thence N89°44'53"E, 1528.09 feet along the North line of the NE1/4 of said Section 26 to the Northeast Corner of said Section 26;

Thence S00°29'58"W, 5290.35 feet along the East line of said Section 26 to the Southeast Corner of said Section 26;

Thence S89°49'30"W, 2663.97 feet along the South line of the SE1/4 of said Section 26 to the N1/4 Corner of Section 35, T14S, R65W of the 6th P.M.;

Thence S00°33'19"W, 2642.56 feet along the North-South Centerline of said Section 35 to the Center of said Section 35;

Thence S89°52'44"W, 1333.24 feet along the East-West Centerline of said Section 35 to the Northeast Corner of the W1/2 of the SW1/4 of said Section 35;

Thence S00°34'58"W, 2641.32 feet along the East line of the W1/2 of the SW1/4 of said Section 35 to the Southeast Corner thereof;

Thence continuing S00°34'58"W, 30.00 feet along the East line extended Southerly of the W1/2 of the SW1/4 of said Section 35 to a point on the South right-of-way line of Drennan Road;

Thence S89°55'58"W, 1334.11 feet along the South right-of-way line of said Drennan Road;

Thence S89°51'19"W, 1682.88 feet along the South right-of-way line of said Drennan Road to a Westerly line and a Westerly line extended Northerly of Parcel "D" as described in Instrument recorded in Book 5250 at Page 819 of the records of El Paso County, Colorado;

Legal Description

Thence N00°02'36"W, 110.00 feet along a Westerly line and a Westerly line extended Northerly of said Parcel "D";

Thence S89°50'56"W, 1626.75 feet to a point on the East line extended Northerly of Exception No. 1 to Parcel "D" as described in Instrument recorded in said Book 5250 at Page 819;

Thence S00°03'03"W, 110.00 feet along the East line extended Northerly of said Exception No. 1 to Parcel "D" to a point on the South right-of-way line of Drennan Road;

Thence S89°50'25"W, 827.56 feet along the South right-of-way line of said Drennan Road to a point on a line that is N00°09'35"W, from the Northerly point of tangency of a 100.00 foot radius curve along the Northeasterly line of Lot 1, COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 2 as recorded in Plat Book B-4 at Page 48 of the records of El Paso County, Colorado;

Thence S00°09'35"E, 10.00 feet to the Northerly point of tangency of said 100.00 foot radius curve;

Thence S89°50'25"W, 424.65 feet along the North line of said Lot 1 to the Northwest Corner of said Lot 1;

Thence N00°03'03"E, 10.00 feet along the East right-of-way line extended Northerly of Aerospace Boulevard in said COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 2 to the North line of said COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 2;

Thence S89°50'25"W, 699.37 feet along the South right-of-way line of Drennan Road;

Thence S89°57'09"W, 198.99 feet along the South right-of-way line of said Drennan Road to the East line extended Northerly of Lot 1 in COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1 as recorded in Plat Book B-4 at Page 47 of the records of El Paso County, Colorado;

Thence S00°02'53"W, 10.00 feet along the East line extended Northerly of Lot 1 in said COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1 to the Northeast Corner of said Lot 1;

Thence S89°57'09"W, 1114.92 feet along the North line of Lot 1 in said COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1 to the Northwest Corner of said Lot 1;

Thence N00°12'08"W, 10.00 feet along the West line extended Northerly of Lot 1 in said COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1 to a point on the South right-of-way line of Drennan Road;

Legal Description

Thence S89°57'09"W, 1314.33 feet along the South right-of-way line of Drennan Road to a point on the existing City limits of the City of Colorado Springs;

Thence N00°19'09"E, 30.00 feet along the existing City limits of the City of Colorado Springs;

Thence N00°18'19"E, 5282.47 feet along the existing City limits of the City of Colorado Springs;

Thence S89°20'50"W, 662.98 feet along the existing City limits of the City of Colorado Springs;

Thence N00°03'50"E, 2620.18 feet along the existing City limits of the City of Colorado Springs;

Thence N00°08'00"E, 2639.27 feet along the the existing City limits of the City of Colorado Springs;

Thence S89°50'39"E, 663.31 feet along the existing City limits of the City of Colorado Springs;

Thence N00°05'27"W, 2653.15 feet along the existing City limits of the City of Colorado Springs;

Thence N89°59'09"W, 906.04 feet along the existing City limits of the City of Colorado Springs to the Southwest Corner of that certain 100.00 foot wide strip of land conveyed to the County of El Paso as described in Quit-Claim Deed recorded in Book 752 at Page 305 of the records of El Paso County, Colorado;

Thence N30°35'15"W, 781.17 feet along the Southwesterly line of that certain strip of land as described in said Book 752 at Page 305 to a point of curve to the left;

Thence Northwesterly, 265.46 feet along the Southwesterly line of that certain strip of land as described in said Book 752 at Page 305 and along the arc of said curve to a point tangent, said arc having a radius of 1382.69 feet, a central angle of 11°00'00" and being subtended by a chord that bears N36°05'15"W, 265.05 feet;

Thence N41°35'15"W, 200.00 feet along the Southwesterly line of that certain strip of land as described in said Book 752 at Page 305 to a point of curve to the right;

Legal Description

Thence Northwesterly, 358.44 feet along the Southwesterly line of that certain strip of land as described in said Book 752 at Page 305 and along the arc of said curve to the Southwesterly line of that certain strip of land conveyed to El Paso County as described in Deed recorded in Book 752 at Page 365 of the records of El Paso County, Colorado, said arc having a radius of 1196.28 feet, a central angle of $17^{\circ}10'04''$ and being subtended by a chord that bears $N33^{\circ}00'13''W$, 357.10 feet;

Thence $N34^{\circ}54'57''W$, 1534.95 feet along the Southwesterly line of that certain strip of land as described in said Book 752 at Page 365 to a point on the existing City limits of the City of Colorado Springs;

Thence $N34^{\circ}54'57''W$, 52.65 feet along the existing City limits of the City of Colorado Springs;

Thence $N00^{\circ}10'48''W$, 9.44 feet along the existing City limits of the City of Colorado Springs;

Thence $N00^{\circ}01'22''E$, 4650.84 feet along the existing City limits of the City of Colorado Springs to a Northeast Corner of the existing City limits of the City of Colorado Springs;

Thence $S89^{\circ}59'14''E$, 60.00 feet to the East right-of-way line of Marksheffel Road;

Thence $N00^{\circ}01'22''E$, 389.74 feet along the East right-of-way line of said Marksheffel Road to the Northerly right-of-way line of Colorado State Highway No. 94;

Thence $N70^{\circ}39'00''W$, 63.58 feet along the Northerly right-of-way line of said Colorado State Highway No. 94 to the West right-of-way line of Marksheffel Road;

Thence $N00^{\circ}01'22''E$, 30.56 feet along the West right-of-way line of said Marksheffel Road;

Thence $N47^{\circ}26'00''W$, 2198.95 feet;

Thence $N85^{\circ}45'00''E$, 617.13 feet to the North line of the $SE1/4$ of the $SE1/4$ of Section 8, T14S, R65W of the 6th P.M.;

Thence $S89^{\circ}59'58''E$, 1035.25 feet along the North line of the $SE1/4$ of the $SE1/4$ of said Section 8 to the Northeast Corner of the $SE1/4$ of the $SE1/4$ of said Section 8;

Thence continuing $S89^{\circ}59'58''E$, 30.00 feet to the East right-of-way line of Marksheffel Road;

Legal Description

Thence N00°02'50"E, 1342.28 feet along the East right-of-way line of said Marksheffel Road;

Thence N00°00'21"W, 1979.37 feet along the East right-of-way line of said Marksheffel Road to the Easterly line of Parcel No. 3 conveyed to the State Department of Highways as described in Instrument recorded in Book 1848 at Page 84 of the records of El Paso County, Colorado;

Thence N16°48'39"E, 35.31 feet along the Easterly line of said Parcel No. 3 as described in said Book 1848 at Page 84 to the Southeasterly right-of-way line of U.S. Highway No. 24;

Thence N33°39'00"E, 269.11 feet along the Southeasterly right-of-way line of said U.S. Highway No. 24 to a point of curve to the right;

Thence Northeasterly, 990.81 feet along the Southeasterly right-of-way line of said U.S. Highway No. 24 and along the arc of said curve to a point tangent, said arc having a radius of 2815.00 feet, a central angle of 20°10'00" and being subtended by a chord that bears N43°44'00"E, 985.70 feet;

Thence N53°49'00"E, 5877.86 feet along the Southeasterly right-of-way line of said U.S. Highway No. 24 to a point of curve to the left;

Thence Northeasterly, 1198.13 feet along the Southeasterly right-of-way line of said U.S. Highway No. 24 and along the arc of said curve to a point tangent, said arc having a radius of 2915.00 feet, a central angle of 23°33'00" and being subtended by a chord that bears N42°02'30"E, 1189.72 feet;

Thence N30°16'00"E, 747.64 feet along the Southeasterly right-of-way line of said U.S. Highway No. 24 to the North line of the NW1/4 of Section 3, T14S, R65W of the 6th P.M.;

Thence N89°42'24"E, 1183.63 feet along the North line of the NW1/4 of said Section 3 to the N1/4 Corner of said Section 3;

Thence N89°42'24"E, 2667.93 feet along the North line of the NE1/4 of said Section 3 to the POINT OF BEGINNING.

Gross Area = 8,979.116 Acres, more or less.

EXCEPT that "35-Acre Parcel" conveyed to Carla Worsham Lewis as described in Quit Claim Deed recorded in Book 3500 at Page 501 of the records of El Paso County, Colorado, located in the E1/2 of Section 9, T14S, R65W of the 6th P.M., more particularly described as follows:

Legal Description

Commencing at the Southeast Corner of said Section 9, thence N14°42'38"W, 2392.05 feet to the Southeast Corner of said "35-Acre Parcel" and the TRUE POINT OF BEGINNING;

Thence N86°59'01"W, 583.82 feet along the Southerly line of said "35-Acre Parcel" to the Southwest Corner thereof;

Thence N03°00'59"E, 2669.59 feet along the Westerly line of said "35-Acre Parcel" to the Northwest Corner thereof;

Thence S76°29'16"E, 575.31 feet along the Northerly line of said "35-Acre Parcel" to the Northeast Corner thereof;

The following five courses and distances are along the Easterly line of said "35-Acre Parcel":

Thence S02°45'48"W, 597.79 feet;

Thence S03°51'15"W, 1030.21 feet;

Thence S22°39'27"E, 200.08 feet;

Thence S02°11'43"W, 234.06 feet;

Thence S09°30'37"W, 525.91 feet to the TRUE POINT OF BEGINNING.

Area = 35.000 Acres, more or less.

EXCEPT that tract of land conveyed to Mountain View Electric Association, Inc. as described in Quit Claim Deed recorded in Book 1060 at Page 423 of the records of El Paso County, Colorado, located in the NW1/4 of the NW1/4 of Section 15, T14S, R65W of the 6th P.M., more particularly described as follows:

Commencing at the Northwest Corner of said Section 15, thence S00°04'27"W, 330.70 feet along the West line of the NW1/4 of said Section 15; thence S79°11'33"E, 23.40 feet to the Northwest Corner of that tract of land as described in said Book 1060 at Page 423 and the TRUE POINT OF BEGINNING;

Thence S00°04'27"W, 54.72 feet along the Westerly line of that tract of land as described in said Book 1060 at Page 423 to the Southwest Corner thereof;

Thence S89°55'33"E, 50.00 feet along the Southerly line of that tract of land as described in said Book 1060 at Page 423 to the Southeast Corner thereof;

Legal Description

Thence $N00^{\circ}04'27''E$, 45.28 feet along the Easterly line of that tract of land as described in said Book 1060 at Page 423 to the Northeast Corner thereof;

Thence $N79^{\circ}14'03''W$, 50.88 feet along the Northerly line of that tract of land as described in said Book 1060 at Page 423 to the TRUE POINT OF BEGINNING.

Area = 0.057 Acres, more or less.

EXCEPT that tract of land located in the NW1/4 of the SE1/4 of Section 15, T14S, R65W of the 6th P.M. described as follows:

BEGINNING at the Northeast Corner of the NW1/4 of the SE1/4 of said Section 15, thence $S89^{\circ}47'04''W$, 713.43 feet along the North line of the SE1/4 of said Section 15 to a point from which the Center of said Section 15 bears $S89^{\circ}47'04''W$, 622.30 feet;

Thence $S00^{\circ}08'56''E$, 285.00 feet parallel with the North-South Centerline of said Section 15;

Thence $N77^{\circ}08'10''E$, 731.61 feet to a point on the East line of the NW1/4 of the SE1/4 of said Section 15 which is Southerly 124.80 feet from the Northeast Corner of the NW1/4 of the SE1/4 of said Section 15;

Thence $N00^{\circ}15'39''W$, 124.80 feet along the East line of the NW1/4 of the SE1/4 of said Section 15 to the POINT OF BEGINNING.

Area = 3.357 Acres, more or less.

EXCEPT a tract of land located in Sections 14, 15, 22 and 23, T14S, R65W of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Southeast Corner of said Section 15 from which the E1/4 Corner of said Section 15 bears $N00^{\circ}22'24''W$, (basis of bearing - true meridian), 2625.61 feet and from which a Point hereinafter referred to as Point "A" bears $N02^{\circ}22'08''E$, 1351.00 feet, thence $N01^{\circ}38'18''W$, 1320.57 feet to a point on the North line of TRACT #3 as described in Instrument recorded in Book 3268 at Page 317 (379) of the records of El Paso County, Colorado; thence $N35^{\circ}09'00''W$, 36.74 feet to the TRUE POINT OF BEGINNING;

Thence $N35^{\circ}09'00''W$, 1310.43 feet;

Thence $N54^{\circ}51'00''E$, 77.41 feet;

Legal Description

Thence N30°00'00"W, 2001.44 feet;

Thence N60°00'00"E, 85.00 feet;

Thence S30°00'00"E, 2180.00 feet;

Thence S54°51'00"W, 52.34 feet to a point on a line from which said Point "A" bears S35°09'00"E;

Thence S35°09'00"E, 1191.20 feet to said Point "A";

Thence S89°53'23"E, 985.36 feet;

Thence S00°22'24"E, 2700.00 feet;

Thence N89°53'23"W, 1740.00 feet;

Thence N00°22'24"W, 2700.00 feet;

Thence S89°53'23"E, 639.89 feet to the TRUE POINT OF BEGINNING.

Area = 114.893 acres, more or less.

EXCEPT a tract of land located in the S1/2 of Section 4 and in the N1/2 of Section 9, all in T14S, R65W of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Southeast Corner of Section 34, T13S, R65W of the 6th P.M., from which the Northeast Corner of said Section 34 bears N01°14'52"E (Basis of bearing - True Meridian), 5298.00 feet, thence S63°35'28"W, 11879.83 feet to the Northwest Corner of said Section 9; thence S00°00'21"E, 936.10 feet along the West line of the NW1/4 of said Section 9 to the Southwest Corner of Parcel No. 3 conveyed to the State Department of Highways as described in Instrument recorded in Book 1848 at Page 84 of the records of El Paso County, Colorado; Thence N89°59'39"E, 29.80 feet along the South line of Parcel No. 3 as described in said Book 1848 at Page 84 to the Southeast Corner thereof; thence N00°00'21"W, 216.36 feet along the East line of Parcel No. 3 as described in said Book 1848 at Page 84; thence N89°59'39"E, 361.12 feet to the TRUE POINT OF BEGINNING;

Thence continuing N89°59'39"E, 1548.04 feet;

Thence N24°46'10"E, 89.35 feet;

Legal Description

Thence Northeasterly, 1461.66 feet along the arc of a curve concave to the Southeast, said arc having a radius of 1570.00 feet, a central angle of $53^{\circ}20'32''$ and being subtended by a chord that bears $N51^{\circ}26'27''E$, 1409.45 feet;

Thence $N04^{\circ}58'22''W$, 545.74 feet to a point of curve to the left;

Thence Northwesterly, 902.23 feet along the arc of said curve to the Southeasterly right-of-way line of U.S. Highway No. 24, said arc having a radius of 1722.71 feet, a central angle of $30^{\circ}00'26''$ and being subtended by a chord that bears $N19^{\circ}58'35''W$, 891.95 feet;

Thence $S53^{\circ}49'00''W$, 2227.45 feet along the Southeasterly right-of-way line of said U.S. Highway No. 24;

Thence $S36^{\circ}11'00''E$, 100.00 feet to a point from which the True Point of Beginning bears $S32^{\circ}14'38''W$;

Thence $S32^{\circ}14'38''W$, 1118.55 feet to the TRUE POINT OF BEGINNING;

Area = 73.398 acres, more or less.

Area to be annexed = 8,752.411 acres, more or less.

Legal Description

A tract of land located in Sections 10, 11, 14, 15, 21, 22, 23, 25, 26, 27, 28, 33, 34 and 35, T13S, R65W, in Sections 6 and 7, T14S, R64W, and in Sections 1, 2, 11, 12, 13, 14, 23, 24, 25 and 36, T14S, R65W, all of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Southeast Corner of Section 34, T13S, R65W of the 6th P.M., from which the Northeast Corner of said Section 34 bears N01°14'52"E (basis of bearing - true meridian), 5298.00 feet; thence S00°02'02"W, 2728.97 feet along the West line of the NW1/4 of Section 2, T14S, R65W of the 6th P.M. to the W1/4 Corner of said Section 2; thence N89°50'23"E, 3692.78 feet along the East-West Centerline of said Section 2 to the TRUE POINT OF BEGINNING;

Thence S89°50'23"W, 3692.78 feet along the East-West Centerline of said Section 2 to the W1/4 Corner of said Section 2;

Thence N00°02'02"E, 2728.97 feet along the West line of the NW1/4 of said Section 2 to the Southeast Corner of said Section 34;

Thence S89°42'24"W, 2667.93 feet along the South line of the SE1/4 of said Section 34 to the S1/4 Corner of said Section 34;

Thence S89°42'24"W, 2667.93 feet along the South line of the SW1/4 of said Section 34 to the Southeast Corner of Section 33, T13S, R65W of the 6th P.M.;

Thence S89°46'01"W, 1406.11 feet along the South line of the SE1/4 of said Section 33 to the Northerly right-of-way line of Constitution Avenue according to the plat of Constitution Avenue/Peterson Road Right-of-Way as recorded in Plat Book V-3 at Page 169 of the records of El Paso County, Colorado;

Thence Westerly, 478.38 feet along the Northerly right-of-way line of said Constitution Avenue and along the arc of a curve concave to the South to a point tangent, said arc having a radius of 1897.00 feet, a central angle of 14°26'56" and being subtended by a chord that bears N83°00'31"W, 477.12 feet;

Thence S89°46'01"W, 756.41 feet along the North right-of-way line of said Constitution Avenue to the East line of the West 10.00 feet of the E1/2 of said Section 33;

Thence N00°07'25"W, 2623.57 feet along the East line of the West 10.00 feet of the E1/2 of said Section 33;

Thence N89°46'30"E, 10.00 feet to the East line of the West 20.00 feet of the E1/2 of said Section 33;

Legal Description

Thence N00°07'25"W, 2683.58 feet along the East line of the West 20.00 feet of the E1/2 of said Section 33 to the South line of the SE1/4 of Section 28, T13S, R65W of the 6th P.M.;

Thence S89°46'59"W, 20.00 feet along the South line of the SE1/4 of said Section 28 to the S1/4 Corner of said Section 28;

Thence N00°00'08"W, 1596.57 feet along the North-South Centerline of said Section 28;

Thence N85°40'16"W, 795.81 feet to a point of curve to the left;

Thence Southwesterly, 2061.64 feet along the arc of said curve to the East line of the West 60.00 feet of the SW1/4 of said Section 28, said arc having a radius of 2010.08 feet, a central angle of 58°45'56" and being subtended by a chord that bears S64°56'46"W, 1972.45 feet;

Thence N00°14'59"W, 2254.91 feet along the East line of the West 60.00 feet of said Section 28;

Thence S89°45'01"W, 30.00 feet to the East line of the West 30.00 feet of the NW1/4 of said Section 28;

Thence N00°14'59"W, 888.28 feet along the East line of the West 30.00 feet of the NW1/4 of said Section 28 to the South line of the N1/2 of the NW1/4 of said Section 28;

Thence N89°48'20"E, 2624.04 feet along the South line of the N1/2 of the NW1/4 of said Section 28 to the Southeast Corner thereof;

Thence N89°48'20"E, 2654.18 feet along the South line of the N1/2 of the NE1/4 of said Section 28 to the Southeast Corner thereof;

Thence S89°09'53"E, 1294.71 feet along the South line of the N1/2 of the NW1/4 of Section 27, T13S, R65W of the 6th P.M.;

Thence N00°14'25"E, 2644.50 feet to the North line of the S1/2 of the SW1/4 of Section 22, T13S, R65W of the 6th P.M.;

Thence N88°59'56"W, 1294.74 feet along the North line of the S1/2 of the SW1/4 of said Section 22 to the Northwest Corner thereof;

Thence S89°46'42"W, 2663.01 feet along the North line of the S1/2 of the SE1/4 of Section 21, T13S, R65W of the 6th P.M. to the Northwest Corner thereof;

Thence S89°46'42"W, 2663.23 feet along the North line of the S1/2 of the SW1/4 of said Section 21 to a point on the existing City limits of the City of Colorado Springs;

Legal Description

Thence N00°02'53"W, 1110.88 feet along the existing City limits of the City of Colorado Springs;

Thence N43°27'21"E, 290.52 feet to the East-West Centerline of said Section 21;

Thence N89°44'38"E, 1135.34 feet along the East-West Centerline of said Section 21 to the East line of the West 2.00 feet of the E1/2 of the NW1/4 of said Section 21;

Thence N00°01'36"E, 2613.76 feet along the East line of the West 2.00 feet of the E1/2 of the NW1/4 of said Section 21 to the South line of the North 30.00 feet of the NW1/4 of said Section 21;

Thence N89°39'32"E, 1334.77 feet along the South line of the North 30.00 feet of the NW1/4 of said Section 21 to the North-South Centerline of said Section 21;

Thence N00°06'06"E, 30.00 feet along the North-South Centerline of said Section 21 to the N1/4 Corner of said Section 21;

Thence N89°41'31"E, 2672.73 feet along the North line of the NE1/4 of said Section 21 to the Northeast Corner of said Section 21;

Thence N00°20'46"E, 2646.52 feet along the West line of the SW1/4 of Section 15, T13S, R65W of the 6th P.M. to the W1/4 Corner of said Section 15;

Thence N00°20'46"E, 2646.52 feet along the West line of the NW1/4 of said Section 15 to the Northwest Corner of said Section 15;

Thence S89°41'52"E, 1335.18 feet along the North line of the NW1/4 of said Section 15 to the Southwest Corner of the E1/2 of the SW1/4 of Section 10, T13S, R65W of the 6th P.M.;

Thence N00°12'56"W, 2660.25 feet along the West line of the E1/2 of the SW1/4 of said Section 10 to the Northwest Corner thereof;

Thence N00°12'56"W, 1315.13 feet along the West line of the E1/2 of the NW1/4 of said Section 10 to the South line of the North 15.00 feet of the S1/2 of the NW1/4 of said Section 10;

Thence N89°58'24"E, 100.00 feet along the South line of the North 15.00 feet of the S1/2 of the NW1/4 of said Section 10 to an East line of Parcel No. 7 conveyed to Frank A. Aries as described in Deed recorded in Book 5074 at Page 71 of the records of El Paso County, Colorado;

Thence S00°12'56"E, 379.31 feet along an East line of Parcel No. 7 as described in said Book 5074 at Page 71 to a North line thereof;

Legal Description

Thence N89°51'57"E, 3954.82 feet along a North line of Parcel No. 7 as described in said Book 5074 at Page 71 to the West line of the NW1/4 of Section 11, T13S, R65W of the 6th P.M.;

Thence S89°07'50"E, 3884.05 feet along a North line of Parcel No. 7 as described in said Book 5074 at Page 71 to the West line of that tract of land conveyed to the City of Colorado Springs as described in Deed recorded in Book 2609 at Page 177 of the records of El Paso County, Colorado;

Thence S00°08'47"W, 145.14 feet along the West line of that tract of land as described in said Book 2609 at Page 177 to the Southwest Corner thereof;

Thence S89°07'50"E, 1120.00 feet along the South line of that tract of land as described in said Book 2609 at Page 177 to the West line of that tract of land conveyed to Public Service Company of Colorado as described in Book 2194 at Page 154 of the records of El Paso County, Colorado;

Thence S00°08'47"W, 3391.13 feet along the West line of that tract of land as described in said Book 2194 at Page 154 to the South line of the SE1/4 of said Section 11;

Thence S00°07'19"W, 2696.66 feet along the West line of that tract of land as described in said Book 2194 at Page 154 to the East-West Centerline of Section 14, T13S, R65W of the 6th P.M.;

Thence S00°08'48"W, 2371.82 feet along the West line of that tract of land as described in said Book 2194 at Page 154 to the Northwesterly right-of-way line of U.S. Highway No. 24;

Thence S61°31'00"E, 100.00 feet to the Southeasterly right-of-way line of said U.S. Highway No. 24;

Thence N28°29'00"E, 284.48 feet along the Southeasterly right-of-way line of said U.S. Highway No. 24 to the Southerly line of Parcel No. 4 conveyed to the Department of Highways as described in Deed recorded in Book 1848 at Page 84 of the records of El Paso County, Colorado;

Thence S60°30'39"E, 82.55 feet along the Southerly line of Parcel No. 4 as described in said Book 1848 at Page 84 to the West line of the East 30.00 feet of the SE1/4 of said Section 14;

Thence S00°08'48"W, 489.02 feet along the West line of the East 30.00 feet of the SE1/4 of said Section 14;

Thence S00°27'37"E, 5277.57 feet along the West line of the East 30.00 feet of the NE1/4 and along the West line of the East 30.00 feet of the SE1/4 of Section 23, T13S, R65W of the 6th P.M.;

Legal Description

Thence S00°29'14"W, 1318.00 feet along the West line of the East 30.00 feet of the NE1/4 of Section 26, T13S, R65W of the 6th P.M. to the South line of the N1/2 of the NE1/4 of said Section 26;

Thence S89°52'20"E, 30.00 feet along the South line of the N1/2 of the NE1/4 of said Section 26 to the Northwest Corner of the SW1/4 of the NW1/4 of Section 25, T13S, R65W of the 6th P.M.;

Thence N89°48'05"E, 1316.32 feet along the North line of the SW1/4 of the NW1/4 of said Section 25 to the Northeast Corner thereof;

Thence S05°35'02"W, 1325.77 feet to the East-West Centerline of said Section 25;

Thence N89°51'08"E, 1438.52 feet along the East-West Centerline of said Section 25 to the Center of said Section 25;

Thence S00°17'42"W, 2600.69 feet along the North-South Centerline of said Section 25 to the North line of the South 40.00 feet of the SW1/4 of said Section 25;

Thence S89°57'10"W, 1322.86 feet along the North line of the South 40.00 of the SW1/4 of said Section 25 to the West line of the SE1/4 of the SW1/4 of said Section 25;

Thence N00°23'27"E, 1279.20 feet along the West line of the SE1/4 of the SW1/4 of said Section 25 to the Northwest Corner thereof;

Thence S89°54'09"W, 660.00 feet along the South line of the N1/2 of the SW1/4 of said Section 25;

Thence N00°05'51"W, 30.00 feet;

Thence S89°54'09"W, 660.42 feet parallel with the South line of the N1/2 of the SW1/4 of said Section 25 to the East line of the SE1/4 of said Section 26;

Thence S00°29'14"W, 1298.06 feet along the East line of the SE1/4 of said Section 26;

Thence N89°30'39"W, 90.00 feet;

Thence S00°29'21"W, 50.24 feet to the South line of the SE1/4 of said Section 26;

Thence S00°29'21"W, 1319.79 feet parallel with the East line of the NE1/4 of Section 35, T13S, R65W of the 6th P.M. to the South line of the NE1/4 of the NE1/4 of said Section 35;

Thence N89°42'51"W, 1235.91 feet along the South line of the NE1/4 of the NE1/4 of said Section 35 to the Southwest Corner thereof;

Legal Description

Thence S00°40'46"W, 1320.89 feet along the East line of the SW1/4 of the NE1/4 of said Section 35 to the Southeast Corner thereof;

Thence S00°40'46"W, 1320.89 feet along the East line of the NW1/4 of the SE1/4 of said Section 35 to the Southeast Corner thereof;

Thence N89°48'48"W, 1334.69 feet along the South line of the NW1/4 of the SE1/4 of said Section 35 to the Southwest Corner thereof;

Thence S00°52'09"W, 1322.08 feet along the North-South Centerline of said Section 35 to the S1/4 Corner of said Section 35;

Thence S89°51'44"E, 2678.16 feet along the North line of the NE1/4 of Section 2, T14S, R65W of the 6th P.M. to the Northeast Corner of said Section 2;

Thence S89°52'56"E, 2663.38 feet along the North line of the NW1/4 of Section 1, T14S, R65W of the 6th P.M. to the N1/4 Corner of said Section 1;

Thence S00°01'58"E, 1358.28 feet along the North-South Centerline of said Section 1 to the Southwest Corner of Government Lot 1 in said Section 1;

Thence N89°49'10"E, 1328.01 feet along the South line of said Government Lot 1 to the Southeast Corner of the W1/2 of said Government Lot 1 in said Section 1;

Thence N00°07'23"E, 1351.36 feet along the East line of the W1/2 of said Government Lot 1 in said Section 1 to the Northeast Corner thereof;

Thence S89°52'56"E, 1331.69 feet along the North line of the NE1/4 of said Section 1 to the Northeast Corner of said Section 1;

Thence S00°16'46"W, 1344.45 feet along the East line of the NE1/4 of said Section 1 to the Northwest Corner of the S1/2 of the NW1/4 of Section 6, T14S, R64W of the 6th P.M.;

Thence S88°04'33"E, 2604.35 feet along the North line of the S1/2 of the NW1/4 of said Section 6 to the Northeast Corner thereof;

Thence S00°35'19"E, 1327.14 feet along the North-South Centerline of said Section 6 to the Center of said Section 6;

Thence N88°28'10"W, 300.20 feet along the East-West Centerline of said Section 6;

Thence S00°35'19"E, 1329.22 feet parallel with the North-South Centerline of said Section 6 to the South line of the N1/2 of the SW1/4 of said Section 6;

Legal Description

Thence N88°51'22"W, 944.41 feet along the South line of the N1/2 of the SW1/4 of said Section 6 to the Northeast Corner of the SW1/4 of the SW1/4 of said Section 6;

Thence S00°04'06"E, 1335.24 feet along the East line of the SW1/4 of the SW1/4 of said Section 6 to the Southeast Corner thereof;

Thence S89°14'14"E, 856.45 feet along the North line of the NW1/4 of Section 7, T14S, R64W of the 6th P.M.;

Thence S00°43'20"W, 1316.11 feet parallel with the North-South Centerline of said Section 7 to the South line of the N1/2 of the NW1/4 of said Section 7;

Thence N89°20'08"W, 2253.13 feet along the South line of the N1/2 of the NW1/4 of said Section 7 to the Southwest Corner thereof;

Thence N89°40'23"W, 1767.56 feet along the South line of the N1/2 of the NE1/4 of Section 12, T14S, R65W of the 6th P.M. to the West line of the East 450.00 feet of the SW1/4 of the NE1/4 of said Section 12;

Thence S00°17'12"W, 1314.94 feet along the West line of the East 450.00 feet of the SW1/4 of the NE1/4 of said Section 12 to the North line of the South 5.00 feet of the NE1/4 of said Section 12;

Thence N89°40'13"W, 1283.04 feet along the North line of the South 5.00 feet of the NE1/4 of said Section 12 and along the North line of the South 5.00 feet of the NW1/4 of said Section 12;

Thence S00°15'03"E, 1326.71 feet;

Thence S88°23'29"E, 397.10 feet to the West line of the East 5.00 feet of the SW1/4 of said Section 12;

Thence S00°18'32"W, 1259.55 feet along the West line of the East 5.00 feet of the SW1/4 of said Section 12 to the North line of the South 50.00 feet of the SW1/4 of said Section 12;

Thence N89°39'32"W, 800.00 feet along the North line of the South 50.00 feet of the SW1/4 of said Section 12;

Thence N88°13'35"W, 400.00 feet;

Thence N82°16'19"W, 700.00 feet;

Thence N86°00'37"W, 550.00 feet;

Thence S82°40'44"W, 150.00 feet;

Legal Description

Thence N66°39'47"W, 240.00 feet;

Thence S00°03'12"E, 130.00 feet;

Thence S89°56'48"W, 175.44 feet;

Thence S69°27'33"W, 200.00 feet;

Thence S86°07'27"W, 150.00 feet;

Thence S89°56'48"W, 650.00 feet to the West line extended Northerly of the East 5.00 feet of the W1/2 of the NE1/4 of Section 14, T14S, R65W of the 6th P.M.;

Thence S00°16'12"E, 1356.83 feet along the West line extended Northerly of the East 5.00 feet and along the West line of the East 5.00 feet of the W1/2 of the NE1/4 of said Section 14 to the South line of the North 5.00 feet of the S1/2 of the NE1/4 of said Section 14;

Thence N89°47'20"E, 1295.60 feet along the South line of the North 5.00 feet of the S1/2 of the NE1/4 of said Section 14 to the West line of the East 50.00 feet of the NE1/4 of said Section 14;

Thence S00°27'04"E, 1297.34 feet along the West line of the East 50.00 feet and along the West line extended Southerly of the East 50.00 feet of the NE1/4 of said Section 14 to the South line extended Westerly of the North 5.00 feet of the SW1/4 of Section 13, T14S, R65W of the 6th P.M.;

Thence S89°17'05"E, 1358.14 feet along the South line extended Westerly of the North 5.00 feet and along the South line of the North 5.00 feet of the SW1/4 of said Section 13 to the East line extended Southerly of the West 5.00 feet of the SE1/4 of the NW1/4 of said Section 13;

Thence N00°06'56"W, 1302.34 feet along the East line extended Southerly of the West 5.00 feet and along the East line of the West 5.00 feet of the SE1/4 of the NW1/4 of said Section 13 to the South line of the North 5.00 feet of the SE1/4 of the NW1/4 of said Section 13;

Thence S89°28'22"E, 1300.68 feet along the South line of the North 5.00 feet of the SE1/4 of the NW1/4 of said Section 13 to the West line of the East 5.00 feet of the W1/2 of said Section 13;

Thence S00°13'05"W, 3941.39 feet along the West line of the East 5.00 feet of the W1/2 of said Section 13;

Legal Description

Thence S00°15'55"W, 5300.95 feet along the West line of the East 5.00 feet of the W1/2 of Section 24, T14S, R65W of the 6th P.M. and along the West line extended Southerly of the East 5.00 feet of the W1/2 of said Section 24 to the South line extended Westerly of the North 50.00 feet of the NE1/4 of Section 25, T14S, R65W of the 6th P.M.;

Thence S89°14'56"E, 2590.12 feet along the South line extended Westerly of the North 50.00 feet and along the South line of the North 50.00 feet of the NE1/4 of said Section 25 to the West line of the East 50.00 feet of the NE1/4 of said Section 25;

Thence S00°15'33"W, 2581.25 feet along the West line of the East 50.00 feet of the NE1/4 of said Section 25;

Thence S00°15'33"W, 2580.97 feet along the West line of the East 50.00 feet of the SE1/4 of said Section 25 to the North line of the South 50.00 feet of the SE1/4 of said Section 25;

Thence N89°54'54"W, 2610.63 feet along the North line of the South 50.00 feet of the SE1/4 of said Section 25;

Thence N89°52'35"W, 34.83 feet along the North line of the South 50.00 feet of the SW1/4 of said Section 25 to the West line extended Northerly of the East 35.00 feet of the W1/2 of Section 36, T14S, R65W of the 6th P.M.;

Thence S00°17'51"W, 5254.98 feet along the West line extended Northerly of the East 35.00 feet and along the West line of the East 35.00 feet of the W1/2 of said Section 36 to the North line of the South 75.00 feet of the SW1/4 of said Section 36;

Thence S89°54'20"W, 2622.38 feet along the North line of the South 75.00 feet of the SW1/4 of said Section 36 to the West line of the SW1/4 of said Section 36;

Thence N00°30'00"E, 2570.03 feet along the West line of the SW1/4 of said Section 36 to the W1/4 Corner of said Section 36;

Thence N00°30'00"E, 2645.03 feet along the West line of the NW1/4 of said Section 36 to the Northwest Corner of said Section 36;

Thence N00°29'58"E, 5290.35 feet along the West line of said Section 25 to the Southeast Corner of Section 23, T14S, R65W of the 6th P.M.;

Thence S89°44'53"W, 1528.09 feet along the South line of the SE1/4 of said Section 23 to a point on a line from which the True Point of Beginning bears N00°16'30"W;

Legal Description

Thence N00°16'30"W, 18,454.90 feet to the TRUE POINT OF BEGINNING.

Gross area = 10,675.309 Acres, more or less.

EXCEPT that tract of land conveyed to Colorado Interstate Gas Company as described in Deed recorded in Book 2115 at Page 137 of the records of El Paso County, Colorado, located in the SW1/4 of Section 28, T13S, R65W of the 6th P.M., more particularly described as follows:

Commencing at the Southwest Corner of said Section 28, thence N00°14'59"W, 2017.40 feet along the West line of the SW1/4 of said Section 28; thence due East 644.20 feet to the Southwest Corner of that tract of land as described in said Book 2115 at Page 137 and the TRUE POINT OF BEGINNING;

Thence S90°00'00"E, 150.00 feet along the South line of that tract of land as described in said Book 2115 at Page 137 to the Southeast Corner thereof;

Thence N00°00'00"E, 100.00 feet along the East line of that tract of land as described in said Book 2115 at Page 137 to the Northeast Corner thereof;

Thence N90°00'00"W, 150.00 feet along the North line of that tract of land as described in said Book 2115 at Page 137 to the Northwest Corner thereof;

Thence S00°00'00"W, 100.00 feet along the West line of that tract of land as described in said Book 2115 at Page 137 to the TRUE POINT OF BEGINNING.

Area = 0.344 Acres, more or less.

EXCEPT a tract of land located in Section 28, T13S, R65W of the 6th P.M., described as follows:

Commencing at the Southwest Corner of said Section 28, thence N00°14'59"W, 2417.20 feet along the West line of the SW1/4 of said Section 28; thence N89°35'53"E, 654.64 feet to the TRUE POINT OF BEGINNING;

Thence continuing N89°35'53"E, 149.72 feet;

Thence N00°01'35"W, 99.45 feet;

Thence S89°46'41"W, 149.95 feet;

Legal Description

Thence S00°09'40"E, 99.92 feet to the TRUE POINT OF BEGINNING.

Area = 0.343 Acres, more or less.

EXCEPT that tract of land conveyed to Colorado Interstate Gas Company as described in Deed recorded in Book 1981 at Page 16 of the records of El Paso County, Colorado, located in the W1/2 of Section 28, T13S, R65W of the 6th P.M., more particularly described as follows:

Commencing at the Southwest Corner of said Section 28, thence N00°14'59"W, 2643.80 feet along the West line of the SW1/4 of said Section 28; thence due East 654.70 feet to the Southwest Corner of that tract of land as described in said Book 1981 at Page 16 and the TRUE POINT OF BEGINNING;

Thence S90°00'00"E, 150.00 feet along the South line of that tract of land as described in said Book 1981 at Page 16 to the Southeast Corner thereof;

Thence N00°00'00"E, 100.00 feet along the East line of that tract of land as described in said Book 1981 at Page 16 to the Northeast Corner thereof;

Thence N90°00'00"W, 150.00 feet along the North line of that tract of land as described in said book 1981 at Page 16 to the Northwest Corner thereof;

Thence S00°00'00"W, 100.00 feet along the West line of that tract of land as described in said Book 1981 at Page 16 to the TRUE POINT OF BEGINNING.

Area = 0.344 Acres, more or less.

EXCEPT a portion of the Chicago, Rock Island and Pacific Railway right-of-way located in Sections 14, 15, 22, 27, and 28, all in T13S, R65W of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Northeast Corner of Section 34, T13S, R65W of the 6th P.M., from which the Southeast Corner of said Section 34 bears S01°14'52"W (basis of bearing - true meridian), 5298.00 feet, thence N89°33'25"W, 5471.41 feet along the South line of said Section 27 to the Southwest Corner of said Section 27; thence N00°14'22"E, 2440.15 feet along the West line of the SW1/4 of said Section 27 to the Northwesterly right-of-way line of the Chicago, Rock Island and Pacific Railway and the TRUE POINT OF BEGINNING;

Legal Description

The following three courses and distances are along the Northwestern right-of-way line of said Chicago, Rock Island and Pacific Railway:

Thence $S61^{\circ}11'44''W$, 1100.24 feet to a point of curve to the right;

Thence Southwesterly, 1598.92 feet along the arc of said curve to a point tangent, said arc having a radius of 2764.93 feet, a central angle of $33^{\circ}08'00''$ and being subtended by a chord that bears $S77^{\circ}45'44''W$, 1576.73 feet;

Thence $N85^{\circ}40'16''W$, 143.07 feet to the North-South Centerline of said Section 28;

Thence, leaving the Northwestern right-of-way line of said Chicago, Rock Island and Pacific Railway, $S00^{\circ}00'08''E$, 200.57 feet along the North-South Centerline of said Section 28 to the Southeasterly right-of-way line of said Chicago, Rock Island and Pacific Railway;

The following eighteen courses and distances are along the Southeasterly right-of-way line of said Chicago, Rock Island and Pacific Railway:

Thence $S85^{\circ}40'16''E$, 127.93 feet to a point of curve to the left;

Thence Northeasterly, 1714.58 feet along the arc of said curve to a point tangent, said arc having a radius of 2964.93 feet, a central angle of $33^{\circ}08'00''$ and being subtended by a chord that bears $N77^{\circ}45'44''E$, 1690.79 feet;

Thence $N61^{\circ}11'44''E$, 3745.46 feet to a point of curve to the left;

Thence Northeasterly, 2080.57 feet along the arc of said curve to the North line of the NE1/4 of said Section 27, said arc having a radius of 2010.08 feet, a central angle of $59^{\circ}18'19''$ and being subtended by a chord that bears $N31^{\circ}32'35''E$, 1988.93 feet;

Thence $N88^{\circ}58'07''W$, 50.01 feet along the South line of the SE1/4 of said Section 22;

Legal Description

Thence Northerly, 435.04 feet along the arc of a curve concave to the West to a point tangent, said arc having a radius of 1960.08 feet, a central angle of $12^{\circ}43'00''$ and being subtended by a chord that bears $N04^{\circ}26'46''W$, 434.15 feet;

Thence $N10^{\circ}48'16''W$, 2888.88 feet to a point of curve to the right;

Thence Northeasterly, 2931.52 feet along the arc of said curve to a point tangent, said arc having a radius of 2242.01 feet, a central angle of $74^{\circ}55'00''$ and being subtended by a chord that bears $N26^{\circ}39'14''E$, 2727.11 feet;

Thence $N64^{\circ}06'44''E$, 1563.86 feet to the East line of the SE1/4 of said Section 15;

Thence $S00^{\circ}43'03''E$, 55.25 feet along the East line of the SE1/4 of said Section 15;

Thence $N64^{\circ}06'44''E$, 2933.55 feet to the West line of the SE1/4 of said Section 14;

Thence $N00^{\circ}17'24''W$, 55.44 feet along the West line of the SE1/4 of said Section 14;

Thence $N64^{\circ}06'44''E$, 620.07 feet to the North line of the SE1/4 of said Section 14;

Thence $S89^{\circ}55'20''E$, 114.20 feet along the North line of the SE1/4 of said Section 14;

Thence $N64^{\circ}06'44''E$, 728.34 feet to the West line of the E1/2 of the NE1/4 of said Section 14;

Thence $N00^{\circ}05'00''W$, 55.54 feet along the West line of the E1/2 of the NE1/4 of said Section 14;

Thence $N64^{\circ}06'44''E$, 626.28 feet to a point of curve to the left;

Thence Northeasterly, 503.87 feet along the arc of said curve to the West line of that tract of land conveyed to Public Service Company of Colorado as described in Deed recorded in Book 2194 at Page 154, said arc having a radius of 5779.64 feet, a central angle of $4^{\circ}59'42''$ and being subtended by a chord that bears $N61^{\circ}36'53''E$, 503.71 feet;

Legal Description

Thence, leaving the Southeasterly right-of-way line of said Chicago, Rock Island and Pacific Railway, $N00^{\circ}07'19"E$, 117.04 feet along the West line extended Northerly of that tract of land as described in said Book 2194 at Page 154 to the Northwestern right-of-way line of said Chicago, Rock Island and Pacific Railway;

The following eleven courses and distances are along the Northwestern right-of-way line of said Chicago, Rock Island and Pacific Railway:

Thence Southwesterly, 555.44 feet along the arc of a curve concave to the Northwest to a point tangent, said arc having a radius of 5679.64 feet, a central angle of $5^{\circ}36'12"$ and being subtended by a chord that bears $S61^{\circ}18'38"W$, 555.22 feet;

Thence $N25^{\circ}53'16"W$, 50.00 feet;

Thence $S64^{\circ}06'44"W$, 4965.06 feet to the East line of the SE1/4 of said Section 15;

Thence $S00^{\circ}43'03"E$, 55.25 feet along the East line of the SE1/4 of said Section 15;

Thence $S64^{\circ}06'44"W$, 1610.85 feet to a point of curve to the left;

Thence Southwesterly, 3062.28 feet along the arc of said curve to a point tangent, said arc having a radius of 2342.01 feet, a central angle of $74^{\circ}55'00"$ and being subtended by a chord that bears $S26^{\circ}39'14"W$, 2848.75 feet;

Thence $S10^{\circ}48'16"E$, 2888.88 feet to a point of curve to the right;

Thence Southerly, 414.38 feet along the arc of said curve to the South line of the SE1/4 of said Section 22, said arc having a radius of 1860.08 feet, a central angle of $12^{\circ}45'51"$ and being subtended by a chord that bears $S04^{\circ}25'21"E$, 413.53 feet;

Thence $N88^{\circ}58'07"W$, 50.01 feet along the South line of the SE1/4 of said Section 22;

Legal Description

Thence Southwesterly, 1870.56 feet along the arc of a curve concave to the Northwest to a point tangent, said arc having a radius of 1810.08 feet, a central angle of $59^{\circ}12'37''$ and being subtended by a chord that bears $S31^{\circ}35'26''W$, 1788.43 feet;

Thence $S61^{\circ}11'44''W$, 2645.22 feet to the TRUE POINT OF BEGINNING.

Area = 75.338 acres, more or less.

Area to be annexed = 10,598.940 Acres, more or less.

Legal Description

A tract of land located in Sections 9 and 10, T13S, R65W of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Southeast Corner of Section 34, T13S, R65W of the 6th P.M., from which the Northeast Corner of said Section 34 bears $N01^{\circ}14'52''E$ (basis of bearing - true meridian), 5298.00 feet, thence $S89^{\circ}42'24''W$, 2667.93 feet along the South line of the SE1/4 of said Section 34 to the S1/4 Corner of said Section 34; thence $S89^{\circ}42'24''W$, 2667.93 feet along the South line of the SW1/4 of said Section 34 to the Southwest Corner of said Section 34; thence $N00^{\circ}12'53''W$, 2683.20 feet along the West line of the SW1/4 of said Section 34 to the W1/4 Corner of said Section 34; thence $N00^{\circ}12'53''W$, 2683.20 feet along the West line of the NW1/4 of said Section 34 to the Southwest Corner of Section 27, T13S, R65W of the 6th P.M.; thence $N00^{\circ}14'22''E$, 2648.24 feet along the West line of the SW1/4 of said Section 27 to the W1/4 Corner of said Section 27; thence $N00^{\circ}14'22''E$, 2648.24 feet along the West line of the NW1/4 of said Section 27 to the Southwest Corner of Section 22, T13S, R65W of the 6th P.M.; thence $N00^{\circ}14'29''E$, 2648.25 feet along the West line of the SW1/4 of said Section 22 to the W1/4 Corner of said Section 22; thence $N00^{\circ}14'29''E$, 2648.25 feet along the West line of the NW1/4 of said Section 22 to the Northwest Corner of said Section 22; thence $N00^{\circ}20'46''E$, 2646.52 feet along the West line of the SW1/4 of Section 15, T13S, R65W of the 6th P.M. to the W1/4 Corner of said Section 15; thence $N00^{\circ}20'46''E$, 2646.52 feet along the West line of the NW1/4 of said Section 15 to the Southeast Corner of Section 9, T13S, R65W of the 6th P.M. and the TRUE POINT OF BEGINNING;

Thence $N89^{\circ}50'56''W$, 2681.55 feet to the North line of the South 12.00 feet of the SW1/4 of said Section 9;

Thence $S89^{\circ}52'48''W$, 2619.55 feet along the North line of the South 12.00 feet of the SW1/4 of said Section 9 to the East right-of-way line of Marksheffel Road;

Thence $N00^{\circ}14'49''E$, 2913.68 feet along the East right-of-way line of said Marksheffel Road to a point of curve to the right;

Thence Northeasterly, 830.71 feet along the arc of said curve and along the Easterly right-of-way line of Marksheffel Road to a point tangent, said arc having a radius of 1577.02 feet, a central angle of $30^{\circ}10'52''$ and being subtended by a chord that bears $N15^{\circ}20'15''E$, 821.14 feet;

Thence $N30^{\circ}25'41''E$, 296.84 feet along the Easterly right-of-way line of Marksheffel Road to the South line of the North 10.00 feet of the S1/2 of the NW1/4 of said Section 9;

Thence $N89^{\circ}52'04''E$, 2234.82 feet along the South line of the North 10.00 feet and along the South line of the North 10.00 feet extended Easterly of the S1/2 of the NW1/4 of said Section 9 to the South line of the North 10.00 feet of the S1/2 of the NE1/4 of said Section 9;

Legal Description

Thence N89°54'15"E, 2653.05 feet along the South line of the North 10.00 feet of the S1/2 of the NE1/4 of said Section 9 to the East line of the NE1/4 of said Section 9;

Thence S00°28'40"E, 5.00 feet along the East line of the NE1/4 of said Section 9 to the South line of the North 15.00 feet of the SW1/4 of the NW1/4 of Section 10, T13S, R65W of the 6th P.M.;

Thence N89°58'24"E, 1353.30 feet along the South line of the North 15.00 feet of the SW1/4 of the NW1/4 of said Section 10 to the East line of the SW1/4 of the NW1/4 of said Section 10;

Thence S00°12'56"E, 1315.13 feet along the East line of the SW1/4 of the NW1/4 of said Section 10 to the Southeast Corner thereof;

Thence S00°12'56"E, 2660.25 feet along the East line of the W1/2 of the SW1/4 of said Section 10 to the Southeast Corner thereof;

Thence N89°41'52"W, 1335.18 feet along the South line of the SW1/4 of said Section 10 to the TRUE POINT OF BEGINNING.

Area = 599.720 acres, more or less.

Legal Description

A tract of land located in the S1/2 of the S1/2 of Section 21, in the SW1/4 of the SW1/4 of Section 22, in the NW1/4 of the NW1/4 of Section 27 and in the N1/2 of the N1/2 of Section 28, all in T13S, R65W of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Southeast Corner of Section 34, T13S, R65W of the 6th P.M., from which the Northeast Corner of said Section 34 bears N01°14'52"E (basis of bearing - true meridian), 5298.00 feet, thence S89°42'24"W, 2667.93 feet along the South line of the SE1/4 of said Section 34 to the S1/4 Corner of said Section 34; thence S89°42'24"W, 2667.93 feet along the South line of the SW1/4 of said Section 34 to the Southwest Corner of said Section 34; thence N00°12'53"W, 2683.20 feet along the West line of the SW1/4 of said Section 34 to the W1/4 Corner of said Section 34; thence N00°12'53"W, 2683.20 feet along the West line of the NW1/4 of said Section 34 to the Northwest Corner of said Section 34; thence N00°14'22"E, 2648.24 feet along the East line of the SE1/4 of Section 28, T13S, R65W of the 6th P.M. to the E1/4 Corner of said Section 28; thence N00°14'22"E, 1324.12 feet along the East line of the NE1/4 of said Section 28 to the Southwest Corner of the N1/2 of the NW1/4 of said Section 27 and the TRUE POINT OF BEGINNING;

Thence S89°09'53"E, 1294.71 feet along the South line of the N1/2 of the NW1/4 of said Section 27;

Thence N00°14'25"E, 2644.50 feet to the North line of the S1/2 of the SW1/4 of said Section 22;

Thence N88°59'56"W, 1294.74 feet along the North line of the S1/2 of the SW1/4 of said Section 22 to the Northwest Corner thereof;

Thence S89°46'42"W, 2663.01 feet along the North line of the S1/2 of the SE1/4 of said Section 21 to the Northwest Corner thereof;

Thence S89°46'42"W, 2633.23 feet along the North line of the S1/2 of the SW1/4 of said Section 21 to the East right-of-way line of Marksheffel Road;

Thence S00°02'53"E, 1320.90 feet along the East right-of-way line of Marksheffel Road;

Thence S00°14'59"E, 1324.77 feet along the East right-of-way line of Marksheffel Road to the South line of the N1/2 of the NW1/4 of said Section 28;

Thence N89°48'20"E, 2624.04 feet along the South line of the N1/2 of the NW1/4 of said Section 28 to the Southeast Corner thereof;

Thence N89°48'20"E, 2654.18 feet along the South line of the N1/2 of the NE1/4 of said Section 28 to the TRUE POINT OF BEGINNING.

Area = 400.000 acres, more or less.

Legal Description

A strip of land located in the S1/2 of the S1/2 of Section 34, T14S, R65W of the 6th P.M. and in the N1/2 of the N1/2 of Section 3, T15S, R65W of the 6th P.M., all in the County of El Paso, State of Colorado, described as follows:

Commencing at the Southeast Corner of said Section 34, from which the Northeast Corner of said Section 34 bears N00°36'38"E (basis of bearing - True Meridian), 5280.16 feet, thence S00°09'55"E, 30.00 feet to a point on the South right-of-way line of Drennan Road; thence S89°51'19"W, 1682.88 feet along the South right-of-way line of said Drennan Road to a Westerly line and a Westerly line extended Northerly of Parcel "D" as described in Instrument recorded in Book 5250 at Page 819 of the records of El Paso County, Colorado, and the TRUE POINT OF BEGINNING;

Thence N00°02'36"W, 110.00 feet along a Westerly line and a Westerly line extended Northerly of said Parcel "D";

Thence S89°50'56"W, 1626.75 feet to a point on the East line extended Northerly of Exception No. 1 to Parcel "D" as described in Instrument recorded in said Book 5250 at Page 819;

Thence S00°03'03"W, 110.00 feet along the East line extended Northerly of said Exception No. 1 to Parcel "D" to a point on the South right-of-way line of said Drennan Road;

Thence N89°50'25"E, 687.13 feet along the South right-of-way line of said Drennan Road;

Thence N89°51'19"E, 939.81 feet along the South right-of-way line of said Drennan Road to the TRUE POINT OF BEGINNING.

Area = 4.106 acres, more or less.

Legal Description

A tract of land located in Sections 13, 14, 24, 25 and 36, T14S, R65W and in Sections 1 and 2, T15S, R65W, all of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Southeast Corner of Section 34, T13S, R65W of the 6th P.M., from which the Northeast Corner of said Section 34 bears $N01^{\circ}14'52''E$ (basis of bearing - true meridian), 5298.00 feet, thence $S00^{\circ}03'49''E$, 10655.76 feet to the Northwest Corner of said Section 14; thence $N89^{\circ}56'48''E$, 4009.47 feet along the North line of said Section 14 to the Northeast Corner of the NW1/4 of the NE1/4 of said Section 14 and the TRUE POINT OF BEGINNING;

Thence $S89^{\circ}56'48''W$, 5.00 feet along the North line of said Section 14 to the West line of the East 5.00 feet of the W1/2 of the NE1/4 of said Section 14;

Thence $S00^{\circ}16'12''E$, 1306.83 feet along the West line of the East 5.00 feet of the W1/2 of the NE1/4 of said Section 14 to the South line of the North 5.00 feet of the S1/2 of the NE1/4 of said Section 14;

Thence $N89^{\circ}47'20''E$, 1295.60 feet along the South line of the North 5.00 feet of the S1/2 of the NE1/4 of said Section 14 to the West line of the East 50.00 feet of the NE1/4 of said Section 14;

Thence $S00^{\circ}27'04''E$, 1297.34 feet along the West line of the East 50.00 feet and along the West line extended Southerly of the East 50.00 feet of the NE1/4 of said Section 14 to the South line extended Westerly of the North 5.00 feet of the SW1/4 of said Section 13;

Thence $S89^{\circ}17'05''E$, 1358.14 feet along the South line extended Westerly of the North 5.00 feet and along the South line of the North 5.00 feet of the SW1/4 of said Section 13 to the East line extended Southerly of the West 5.00 feet of the SE1/4 of the NW1/4 of said Section 13;

Thence $N00^{\circ}06'56''W$, 1302.34 feet along the East line extended Southerly of the West 5.00 feet and along the East line of the West 5.00 feet of the SE1/4 of the NW1/4 of said Section 13 to the South line of the North 5.00 feet of the SE1/4 of the NW1/4 of said Section 13;

Thence $S89^{\circ}28'22''E$, 1300.68 feet along the South line of the North 5.00 feet of the SE1/4 of the NW1/4 of said Section 13 to the West line of the East 5.00 feet of the W1/2 of said Section 13;

Thence $S00^{\circ}13'05''W$, 3941.39 feet along the West line of the East 5.00 feet of the W1/2 of said Section 13;

Thence $S00^{\circ}15'55''W$, 5300.95 feet along the West line of the East 5.00 feet of the W1/2 of said Section 24 and along the West line extended Southerly of the East 5.00 feet of the W1/2 of said Section 24 to the South line extended Westerly of the North 50.00 feet of the NE1/4 of said Section 25;

Legal Description

Thence S89°14'56"E, 2590.12 feet along the South line extended Westerly of the North 50.00 feet and along the South line of the North 50.00 feet of the NE1/4 of said Section 25 to the West line of the East 50.00 feet of the NE1/4 of said Section 25;

Thence S00°15'33"W, 2581.25 feet along the West line of the East 50.00 feet of the NE1/4 of said Section 25;

Thence S00°15'33"W, 2580.97 feet along the West line of the East 50.00 feet of the SE1/4 of said Section 25 to the North line of the South 50.00 feet of the SE1/4 of said Section 25;

Thence N89°54'54"W, 2610.63 feet along the North line of the South 50.00 feet of the SE1/4 of said Section 25;

Thence N89°52'35"W, 34.83 feet along the North line of the South 50.00 feet of the SW1/4 of said Section 25 to the West line extended Northerly of the East 35.00 feet of the W1/2 of said Section 36;

Thence S00°17'51"W, 5254.98 feet along the West line extended Northerly of the East 35.00 feet and along the West line of the East 35.00 feet of the W1/2 of said Section 36 to the North line of the South 75.00 feet of the SW1/4 of said Section 36;

Thence S89°54'20"W, 2622.38 feet along the North line of the South 75.00 feet of the SW1/4 of said Section 36 to the West line of the SW1/4 of said Section 36;

Thence S00°30'00"W, 75.00 feet along the West line of the SW1/4 of said Section 36 to the Southwest Corner of said Section 36;

Thence S00°05'40"E, 30.00 feet to the South right-of-way line of Drennan Road;

Thence N89°54'20"E, 2627.44 feet along the South right-of-way line of said Drennan Road to the West line extended Southerly of the East 30.00 feet of the W1/2 of said Section 36;

Thence N00°17'51"E, 5309.97 feet along the West line extended Southerly of the East 30.00 feet and along the West line of the East 30.00 feet of the W1/2 of said Section 36 to the South line of the SW1/4 of said Section 25;

Thence S89°52'35"E, 30.00 feet along the South line of the SW1/4 of said Section 25 to the S1/4 Corner of said Section 25;

Thence S89°54'54"E, 2660.50 feet along the South line of the SE1/4 of said Section 25 to the Southeast Corner of said Section 25;

Thence N00°15'33"E, 2630.82 feet along the East line of the SE1/4 of said Section 25 to the E1/4 Corner of said Section 25;

Legal Description

Thence N00°15'33"E, 2630.82 feet along the East line of the NE1/4 of said Section 25 to the Northeast Corner of said Section 25;

Thence N89°14'56"W, 2635.11 feet along the North line of the NE1/4 of said Section 25 to the S1/4 Corner of said Section 24;

Thence N00°15'55"E, 5250.99 feet along the East line of the W1/2 of said Section 24 to the S1/4 Corner of said Section 13;

Thence N00°13'05"E, 3946.37 feet along the East line of the W1/2 of said Section 13 to the Northeast Corner of the SE1/4 of the NW1/4 of said Section 13;

Thence N89°28'22"W, 1310.71 feet along the North line of the SE1/4 of the NW1/4 of said Section 13 to the Northwest Corner thereof;

Thence S00°06'56"E, 1302.32 feet along the West line of the SE1/4 of the NW1/4 of said Section 13 to the Southwest Corner thereof;

Thence N89°17'05"W, 1303.16 feet along the North line of the SW1/4 of said Section 13 to the E1/4 Corner of said Section 14;

Thence N00°27'04"W, 1298.15 feet along the East line of the NE1/4 of said Section 14 to the Northeast Corner of the S1/2 of the NE1/4 of said Section 14;

Thence S89°47'20"W, 1340.59 feet along the North line of the S1/2 of the NE1/4 of said Section 14 to the Southeast Corner of the NW1/4 of the NE1/4 of said Section 14;

Thence N00°16'12"W, 1301.81 feet along the East line of the W1/2 of the NE1/4 of said Section 14 to the TRUE POINT OF BEGINNING.

Area = 22.279 acres, more or less.

A tract of land located in the S1/2 of Section 12, Section 13 and the E1/2 of the E1/2 of Section 14, all in T13S, R65W of the 6th P.M. and in the SW1/4 of the SW1/4 of Section 7 and the NW1/4 of the NW1/4 of Section 18, T13S, R64W of the 6th P.M., County of El Paso, State of Colorado, described as follows:

BEGINNING at the Northwest Corner of said Section 13, from which the W1/4 Corner of said Section 12 bears N00°08'47"E (basis of bearing - True Meridian), 2627.64 feet, thence S89°18'00"E, 1611.26 feet along the North line of the NW1/4 of said Section 13 to the Northwesterly right-of-way line of the former Chicago, Rock Island and Pacific Railway;

Thence N50°06'44"E, 2027.15 feet along the Northwesterly right-of-way line of said former Chicago, Rock Island and Pacific Railway to the North line of the SW1/4 of the SE1/4 of said Section 12;

Thence S89°23'35"E, 554.38 feet along the North line of the SW1/4 of the SE1/4 of said Section 12 to the Southeasterly line of that strip of land conveyed to El Paso County as described in Deed recorded in Book 441 at Page 164 of the records of El Paso County, Colorado;

Thence N50°06'44"E, 84.70 feet along the Southeasterly line of that strip of land as described in said Book 441 at Page 164;

Thence N89°23'35"W, 46.20 feet along the Southeasterly line of that strip of land as described in said Book 441 at Page 164 to the Southeasterly right-of-way line of U.S. Highway No. 24;

Thence N50°06'44"E, 851.34 feet along the Southeasterly right-of-way line of said U.S. Highway No. 24 to the Southwesterly right-of-way line of 8th Street in the TOWN OF FALCON as recorded in Plat Book B at Page 37 of the records of El Paso County, Colorado;

Thence S39°53'16"E, 780.00 feet along the Southwesterly right-of-way line of said 8th Street to the Southeasterly right-of-way line of Eastern Avenue in said TOWN OF FALCON;

Thence N50°06'44"E, 385.33 feet along the Southeasterly right-of-way line of said Eastern Avenue to the Easterly right-of-way line of Meridian Road;

Thence S05°57'47"E, 1474.35 feet along the Easterly right-of-way line of said Meridian Road;

Thence S00°01'46"E, 122.36 feet along the Easterly right-of-way line of said Meridian Road;

Thence S00°10'36"W, 30.33 feet along the Easterly right-of-way line of said Meridian Road to the South right-of-way line of Falcon Highway;

Legal Description

Thence N89°18'00"W, 2720.18 feet along the South right-of-way line of said Falcon Highway;

Thence N00°42'00"E, 60.00 feet to the North line of the South 30.00 feet of said Section 12;

Thence N89°18'00"W, 301.96 feet along the North line of the South 30.00 feet of said Section 12 to the Northwesterly line of that tract of land conveyed to El Paso County as described in Treasurer's Deed recorded in Book 1081 at Page 211 of the records of El Paso County, Colorado;

Thence S24°43'38"W, 32.85 feet along the Northwesterly line of that tract of land as described in said Book 1081 at Page 211 to the South line of the SW1/4 of said Section 12;

Thence N89°18'00"W, 234.85 feet along the South line of the SW1/4 of said Section 12 to the Southeasterly right-of-way line of said former Chicago, Rock Island and Pacific Railway;

Thence S50°06'44"W, 971.89 feet along the Southeasterly right-of-way line of said former Chicago, Rock Island and Pacific Railway to the East line of the NW1/4 of the NW1/4 of said Section 13;

Thence S00°08'19"W, 710.40 feet along the East line of the NW1/4 of the NW1/4 of said Section 13 to the Southeast Corner thereof;

Thence S89°34'13"E, 350.20 feet along the North line of the SE1/4 of the NW1/4 of said Section 13 to the Northwesterly right-of-way line of said U.S. Highway No. 24;

Thence S28°29'00"W, 3744.38 feet along the Northwesterly right-of-way line of said U.S. Highway No. 24 to the East line of that tract of land conveyed to Public Service Company of Colorado as described in Deed recorded in Book 2194 at Page 154 of the records of El Paso County, Colorado;

Thence N00°08'48"E, 1954.86 feet along the East line of that tract of land as described in said Book 2194 at Page 154 to a point on the East-West Centerline of said Section 14;

Thence N00°07'19"E, 2697.61 feet along the East line of that tract of land as described in said Book 2194 at Page 154 to the North line of the NE1/4 of said Section 14;

Thence N89°50'14"E, 100.00 feet along the North line of the NE1/4 of said Section 14 to the POINT OF BEGINNING.

Gross Area = 215.948 acres, more or less.

Legal Description

EXCEPT all that portion of the Chicago, Rock Island and Pacific Railway right-of-way located in the S1/2 of Section 12, the W1/2 of Section 13 and in the E1/2 of the E1/2 of Section 14, all in T13S, R65W of the 6th P.M., County of El Paso, State of Colorado, described as follows:

Commencing at the Southwest Corner of said Section 12, from which the W1/4 Corner of said Section 12 bears N00°08'47"E (basis of bearing true - meridian), 2627.64 feet, thence S89°50'14"W, 100.00 feet along the North line of the NE1/4 of said Section 14 to the East line of that tract of land conveyed to Public Service Company of Colorado as described in Deed recorded in Book 2194 at Page 154 of the records of El Paso County, Colorado; thence S00°07'19"W, 1546.11 feet along the East line of that tract of land as described in said Book 2194 at Page 154 to the Northwestern right-of-way line of the former Chicago, Rock Island and Pacific Railway and the TRUE POINT OF BEGINNING;

Thence continuing S00°07'19"W, 120.59 feet along the East line of that tract of land as described in said Book 2194 at Page 154 to the Southeasterly right-of-way line of the former Chicago, Rock Island and Pacific Railway;

The following four courses and distances are along the Southeasterly right-of-way line of the Chicago, Rock Island and Pacific Railway:

Thence Northeasterly, 642.08 feet along the arc of a curve concave to the Northwest to a point tangent, said arc having a radius of 5779.64 feet, a central angle of 6°21'55" and being subtended by a chord that bears N53°17'41"E, 641.75 feet;

Thence N50°06'44"E, 896.50 feet;

Thence S39°53'16"E, 100.00 feet;

Thence N50°06'44"E, 3213.30 feet to the North line of the SW1/4 of the SE1/4 of said Section 12;

Thence, leaving the Southeasterly right-of-way line of said Chicago, Rock Island and Pacific Railway, N89°23'35"W, 461.98 feet along the North line of the SW1/4 of the SE1/4 of said Section 12 to the Northwestern right-of-way line of said Chicago, Rock Island and Pacific Railway;

The following four courses and distances are along the Northwestern right-of-way line of said Chicago, Rock Island and Pacific Railway:

Thence S50°06'44"W, 2861.98 feet;

Legal Description

Thence S39°53'16"E, 100.00 feet;

Thence S50°06'44"W, 896.50 feet to a point of curve to the right;

Thence Southwesterly, 564.15 feet along the arc of said curve to the TRUE POINT OF BEGINNING, said arc having a radius of 5679.64 feet, a central angle of 5°41'28" and being subtended by a chord that bears S52°57'28"W, 563.92 feet;

Area = 24.363 acres, more or less.

Area to be annexed = 191.585 acres, more or less.

Legal Description

LEGAL DESCRIPTION (OVERALL ANNEXATION LEGAL)

A TRACT OF LAND BEING A PORTION OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 65 WEST, AND SECTIONS 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, AND 16, TOWNSHIP 15 SOUTH, RANGE 65 WEST, ALL OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING CONSIDERED S89°58'31"W

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 2; THENCE S00°01'03"E A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N89°58'57"E AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD A DISTANCE OF 1334.11 FEET; THENCE N00°37'28"E AND ALONG A LINE BEING ON AN EXTENSION OF THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE N00°37'28"E AND ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF PARCEL "A" AS RECORDED IN BOOK 5250 AT PAGE 819 OF THE EL PASO COUNTY RECORDS; THENCE NORTHERLY AND EASTERLY ALONG THE BOUNDARY LINE OF SAID PARCEL "A" THE FOLLOWING TWO (2) COURSES:

1. N00°37'28"E AND ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 A DISTANCE OF 2611.32 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35;
2. N89°55'24"E AND ALONG THE NORTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 A DISTANCE OF 1333.24 FEET TO THE CENTER CORNER OF SAID SECTION 35;

THENCE NORTHERLY, EASTERLY, AND SOUTHERLY ALONG THE NORTHEAST QUARTER OF SAID SECTION 35 THE FOLLOWING THREE (3) COURSES:

1. N00°35'56"E AND ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 35 A DISTANCE OF 2642.56 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 35;
2. N89°52'07"E AND ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 A DISTANCE OF 2663.97 FEET TO THE NORTHEAST CORNER OF SAID SECTION 35;

Legal Description

3. S00°32'37"W AND ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 A DISTANCE OF 2640.03 FEET TO A POINT WHICH IS 5.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 35;

THENCE S89°55'24"W AND ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 35 A DISTANCE OF 1425.87 FEET TO A POINT ON A LINE WHICH IS 5.00 FEET WEST OF THE EASTERLY LINE OF SAID PARCEL "A" EXTENDED NORTHERLY; THENCE S00°32'34"W AND ALONG A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH THE EASTERLY LINE OF SAID PARCEL "A" EXTENDED NORTHERLY A DISTANCE OF 5.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL "A" ALSO BEING THE EAST/WEST CENTERLINE OF SAID SECTION 35; THENCE S00°32'34"W AND ALONG A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH THE EASTERLY LINE OF SAID PARCEL "A" A DISTANCE OF 2543.80 FEET TO A POINT WHICH IS 100.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE WESTERLY ALONG A LINE BEING A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 35 THE FOLLOWING TWO (2) COURSES:

1. S89°58'31"W A DISTANCE OF 1243.25 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35;
2. S89°58'57"W A DISTANCE OF 751.87 FEET TO A POINT ON A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH AN EASTERLY LINE OF PARCEL "D" AS RECORDED IN BOOK 5250 AT PAGE 819 OF THE EL PASO COUNTY RECORDS EXTENDED NORTHERLY FROM THE NORTHEAST CORNER OF SAID PARCEL "D" ON A BEARING OF N04°37'34"W;

THENCE S04°37'34"E AND ON A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH AN EASTERLY LINE OF SAID PARCEL "D" EXTENDED NORTHERLY FROM THE NORTHEAST CORNER OF SAID PARCEL "D" A DISTANCE OF 130.38 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD; THENCE SOUTHERLY AND ALONG A LINE 5.00 FEET WEST OF AND PARALLEL WITH AN EASTERLY LINE OF SAID PARCEL "D" THE FOLLOWING THREE (3) COURSES:

1. S04°37'34"E A DISTANCE OF 144.70 FEET;
2. S37°09'04"W A DISTANCE OF 1604.47 FEET;
3. S06°25'04"W A DISTANCE OF 2562.03 FEET TO A POINT ON A LINE WHICH IS 20.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2;

Legal Description

THENCE S89°45'38"E AND ALONG A LINE 20.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 1966.66 FEET TO A POINT WHICH IS 5.00 FEET WEST OF THE EAST LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE S00°11'01"W AND ALONG A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 1299.07 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE S00°25'10"W AND ALONG A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11 A DISTANCE OF 2647.22 FEET TO A POINT ON A LINE WHICH IS 5.00 FEET SOUTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 11; THENCE S89°53'31"E AND ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 11 A DISTANCE OF 2670.97 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 11; THENCE N89°52'37"E AND ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 1313.82 FEET TO A POINT WHICH IS 10.00 FEET WEST OF THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE S00°28'13"W AND ALONG A LINE WHICH IS 10.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 2689.66 FEET TO A POINT ON A LINE WHICH IS 50.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 13; THENCE S89°54'19"E AND ALONG A LINE WHICH IS 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 13 A DISTANCE OF 1314.03 FEET TO A POINT WHICH IS 20.00 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE S00°13'22"W AND ALONG A LINE 20.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 2579.59 FEET TO A POINT WHICH IS 5.00 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE N89°58'42"W AND ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 2034.30 FEET; THENCE N00°01'18"E A DISTANCE OF 145.00 FEET TO A POINT WHICH IS 150.00 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE N89°58'42"W AND ALONG A LINE WHICH IS 150.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 599.12 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE N89°48'51"W AND ALONG A LINE WHICH IS 150.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 14 A DISTANCE OF 450.46 FEET; THENCE S00°11'09"W A DISTANCE OF 140.00 FEET TO A POINT THAT IS 10.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 14; THENCE N89°48'51"W AND ALONG A LINE THAT IS 10.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID

Legal Description

SECTION 14 A DISTANCE OF 2231.73 FEET; THENCE S00°11'09"W A DISTANCE OF 5.00 FEET TO A POINT WHICH IS 5.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 14; THENCE N89°48'51"W AND ALONG A LINE WHICH IS 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 14 A DISTANCE OF 2620.00 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 15; THENCE S89°56'35"W AND ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 496.23 FEET TO A POINT ON A CURVE, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD; THENCE S89°56'35"W AND ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 210.17 FEET TO A POINT ON A CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD; THENCE NORTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD ON A CURVE TO THE LEFT WHOSE CENTER BEARS N87°34'29"W, HAVING A DELTA OF 03°38'30", A RADIUS OF 1495.00 FEET, A DISTANCE OF 95.02 FEET AS MEASURED ALONG THE ARC TO A POINT WHICH IS 100.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 15; THENCE S89°56'35"W AND ALONG A LINE WHICH IS 100.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 75.00 FEET; THENCE S00°03'25"E A DISTANCE OF 85.00 FEET TO A POINT WHICH IS 15.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 15; THENCE S89°56'35"W AND ALONG A LINE WHICH IS 15.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 1858.76 FEET TO A POINT WHICH IS 5.00 FEET WEST OF THE NORTH/SOUTH CENTERLINE OF SAID SECTION 15; THENCE S00°09'37"W AND ALONG A LINE WHICH IS 5.00 FEET WEST OF AND PARALLEL WITH THE NORTH/SOUTH CENTERLINE OF SAID SECTION 15 A DISTANCE OF 2551.48 FEET TO A POINT WHICH IS 100.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE S89°55'53"W AND ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 A DISTANCE OF 2626.79 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 16; THENCE S89°50'47"W AND ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16 A DISTANCE OF 2645.67 FEET TO A POINT ON THE NORTH/SOUTH CENTERLINE OF SAID SECTION 16 ALSO BEING ON THE WESTERLY LINE OF PARCEL "E" AS RECORDED IN BOOK 5250 AT PAGE 819 OF THE EL PASO COUNTY RECORDS; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL "E" THE FOLLOWING TWO (2) COURSES:

1. N00°09'02"E AND ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 16 A DISTANCE OF 5160.70 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 9;

Legal Description

2. N00°15'30"E ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 9 A DISTANCE OF 3638.69 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BRADLEY ROAD (FORMERLY KNOWN AS NEW DRENNAN ROAD);

THENCE CONTINUING N00°15'30"E AND ALONG SAID WEST LINE OF THE EAST HALF OF SAID SECTION 9 A DISTANCE OF 210.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BRADLEY ROAD, SAID POINT BEING THE SOUTHWESTERLY CORNER OF LOT 4 AS PLATTED IN COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1 AS RECORDED IN PLAT BOOK B-4 AT PAGE 47 OF THE EL PASO COUNTY RECORDS; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF BRADLEY ROAD THE FOLLOWING TWO (2) COURSES:

1. S89°54'16"E A DISTANCE OF 1025.87 FEET TO A POINT OF CURVE;
2. ALONG A CURVE TO THE LEFT HAVING A DELTA OF 21°02'22", A RADIUS OF 150.00 FEET, A DISTANCE OF 55.08 FEET AS MEASURED ALONG THE ARC TO A POINT ON A CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF FOREIGN TRADE ZONE BOULEVARD AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD THE FOLLOWING TWO (2) COURSES:

1. ALONG A CURVE TO THE LEFT WHOSE CENTER BEARS N20°56'38"W, HAVING A DELTA OF 68°41'44", A RADIUS OF 150.00 FEET, A DISTANCE OF 179.84 FEET AS MEASURED ALONG THE ARC TO A POINT OF TANGENT;
2. N00°21'38"E A DISTANCE OF 385.68 FEET;

THENCE S89°54'16"E A DISTANCE OF 100.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD, SAID POINT BEING THE MOST SOUTHWESTERLY CORNER OF EXCEPTION NO. 6 WESTPORT AS RECORDED IN BOOK 5250 AT PAGE 804 OF THE EL PASO COUNTY RECORDS; THENCE ALONG THE BOUNDARY LINE OF EXCEPTION NO. 6 WESTPORT THE FOLLOWING EIGHT (8) COURSES:

1. S89°54'16"E A DISTANCE OF 772.04 FEET TO A POINT OF CURVE;
2. ALONG A CURVE TO THE LEFT HAVING A DELTA OF 90°00'00", A RADIUS OF 530.00 FEET, A DISTANCE OF 832.52 FEET AS MEASURED ALONG THE ARC TO A POINT OF TANGENT;
3. N00°05'44"E A DISTANCE OF 608.59 FEET;
4. N89°54'16"W A DISTANCE OF 146.36 FEET TO A POINT OF CURVE;
5. ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 58°26'38", A RADIUS OF 300.00 FEET, A DISTANCE OF 306.01 FEET AS MEASURED ALONG THE ARC TO A POINT OF REVERSE CURVE;

Legal Description

6. ALONG A CURVE TO THE LEFT HAVING A DELTA OF $58^{\circ}26'38''$, A RADIUS OF 300.00 FEET, A DISTANCE OF 306.01 FEET AS MEASURED ALONG THE ARC TO A POINT OF TANGENT;
7. $N89^{\circ}54'16''W$ A DISTANCE OF 647.82 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD;
8. $S00^{\circ}21'38''W$ AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD A DISTANCE OF 40.00 FEET;

THENCE $N89^{\circ}54'16''W$ A DISTANCE OF 80.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD, SAID POINT BEING THE NORTHEASTERLY CORNER OF LOT 2 AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1; THENCE CONTINUING $N89^{\circ}54'16''W$ A DISTANCE OF 593.77 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 2; THENCE $S00^{\circ}21'38''W$ A DISTANCE OF 366.81 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 2; THENCE EASTERLY AND ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOT 2 THE FOLLOWING FOUR (4) COURSES:

1. $S89^{\circ}54'16''E$ A DISTANCE OF 138.48 FEET;
2. $S32^{\circ}35'57''E$ A DISTANCE OF 37.11 FEET;
3. $N57^{\circ}24'03''E$ A DISTANCE OF 57.81 FEET;
4. $S89^{\circ}54'16''E$ A DISTANCE OF 386.59 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 2, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD;

THENCE CONTINUING $S89^{\circ}54'16''E$ A DISTANCE OF 80.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD; THENCE $S00^{\circ}21'38''W$ AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD A DISTANCE OF 366.76 FEET; THENCE $N89^{\circ}54'16''W$ A DISTANCE OF 80.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD, SAID POINT BEING THE SOUTHEASTERLY CORNER OF LOT 3 AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1; THENCE CONTINUING $N89^{\circ}54'16''W$ A DISTANCE OF 1090.88 FEET TO THE MOST SOUTHWESTERLY CORNER OF SAID LOT 3; THENCE CONTINUING $N89^{\circ}54'16''W$ A DISTANCE OF 96.42 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, SAID POINT ALSO BEING ON THE WEST LINE OF TRACT "B" AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1; THENCE $N00^{\circ}15'30''E$ AND ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9 A DISTANCE OF 217.81 FEET TO A POINT ON THE EXISTING CITY LIMITS OF THE CITY OF COLORADO SPRINGS; THENCE $N00^{\circ}21'38''E$ ALONG THE EXISTING CITY LIMITS OF THE CITY OF COLORADO SPRINGS A DISTANCE OF 2681.33 FEET; THENCE $S89^{\circ}53'24''E$

Legal Description

AND ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4 ALSO BEING ON THE NORTHERLY LINE OF PARCEL "F" AS RECORDED IN BOOK 5250 AT PAGE 804 OF THE EL PASO COUNTY RECORDS A DISTANCE OF 870.48 FEET TO A POINT ON A SOUTHWESTERLY LINE OF LOT 1 AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1; THENCE S44°54'16"E A DISTANCE OF 1090.39 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD; THENCE NORTHERLY AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD THE FOLLOWING THREE (3) COURSES:

1. N45°05'44"E A DISTANCE OF 762.57 FEET TO A POINT OF CURVE;
2. ALONG A CURVE TO THE LEFT HAVING A DELTA OF 45°00'00", A RADIUS OF 890.00 FEET, A DISTANCE OF 699.00 FEET AS MEASURED ALONG THE ARC TO A POINT OF TANGENT;
3. N00°05'44"E A DISTANCE OF 2224.96 FEET TO THE NORTHEAST CORNER OF SAID LOT 1;

THENCE CONTINUING N00°05'44"E A DISTANCE OF 10.00 FEET TO THE NORTHEAST CORNER OF TRACT "A" AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 1, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD; THENCE EASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD THE FOLLOWING FOUR (4) COURSES:

1. S90°00'00"E A DISTANCE OF 80.00 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF SAID FOREIGN TRADE ZONE BOULEVARD;
2. S90°00'00"E A DISTANCE OF 118.99 FEET;
3. N89°53'06"E A DISTANCE OF 619.37 FEET TO THE NORTHWEST CORNER OF AEROSPACE BOULEVARD AS PLATTED IN COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 2 AS RECORDED IN PLAT BOOK B-4 AT PAGE 48 OF THE EL PASO COUNTY RECORDS;
4. N89°53'06"E A DISTANCE OF 80.00 FEET TO A POINT ON A LINE WHICH IS ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID AEROSPACE BOULEVARD EXTENDED NORTHERLY;

Legal Description

THENCE S00°05'44"W AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID AEROSPACE BOULEVARD EXTENDED NORTHERLY A DISTANCE OF 10.00 FEET TO THE NORTHWEST CORNER OF LOT 1 AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 2, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 2; THENCE S00°05'44"W AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID AEROSPACE BOULEVARD A DISTANCE OF 879.90 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOT 1 THE FOLLOWING TWO (2) COURSES:

1. N89°53'06"E A DISTANCE OF 226.12 FEET TO A POINT OF CURVE;
2. ALONG A CURVE TO THE LEFT HAVING A DELTA OF 89°47'22", A RADIUS OF 300.00 FEET, A DISTANCE OF 470.14 FEET AS MEASURED ALONG THE ARC TO A POINT OF TANGENT ON THE WESTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD;

THENCE N00°05'44"E AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID MARKSHEFFEL BOULEVARD A DISTANCE OF 480.63 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 90°12'38", A RADIUS OF 100.00 FEET, A DISTANCE OF 157.45 FEET AS MEASURED ALONG THE ARC ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF A STREET AS PLATTED IN SAID COLORADO CENTRE FOREIGN TRADE ZONE AND BUSINESS PARK FILING NO. 2 TO A POINT ON THE NORTHERLY LINE OF SAID LOT 1; THENCE N00°06'54"W A DISTANCE OF 10.00 FEET; THENCE N89°53'06"E A DISTANCE OF 310.40 FEET TO A POINT OF INTERSECTION BETWEEN THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DRENNAN ROAD AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID MARKSHEFFEL BOULEVARD; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DRENNAN ROAD THE FOLLOWING TWO (2) COURSES:

1. N89°53'06"E A DISTANCE OF 437.16 FEET TO THE NORTHWEST CORNER OF PARCEL "D" EXCEPTION NO. 1 AS RECORDED IN BOOK 5250 AT PAGE 819 OF THE EL PASO COUNTY RECORDS;
2. N89°53'06"E A DISTANCE OF 80.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "D" EXCEPTION NO. 1;

Legal Description

THENCE S00°05'44"W A DISTANCE OF 2113.97 FEET TO A POINT ON A NORTHERLY LINE OF SAID PARCEL "D"; THENCE N89°24'57"E AND ALONG SAID NORTHERLY LINE OF SAID PARCEL "D" A DISTANCE OF 1220.90 FEET TO THE NORTHWEST CORNER OF TRACT "B" OF MORNING SUN I AS RECORDED IN PLAT BOOK A-4 AT PAGE 179 OF THE EL PASO COUNTY RECORDS; THENCE S00°05'44"W AND ALONG THE WESTERLY BOUNDARY LINE OF SAID MORNING SUN I A DISTANCE OF 1230.73 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HORIZONVIEW DRIVE AS PLATTED IN MORNING SUN I, SAID POINT BEING A POINT ON CURVE; THENCE ALONG A CURVE TO THE RIGHT WHOSE CENTER BEARS S45°32'57"W, HAVING A DELTA OF 35°03'39", A RADIUS OF 624.36 FEET, A DISTANCE OF 382.06 FEET AS MEASURED ALONG THE ARC TO A POINT ON CURVE; THENCE EASTERLY AND ALONG THE SOUTHERLY LINE OF SAID MORNING SUN I THE FOLLOWING TWO (2) COURSES:

1. N68°35'33"E A DISTANCE OF 186.26 FEET;
2. N90°00'00"E A DISTANCE OF 764.65 FEET TO THE SOUTHEAST CORNER OF LOT 23 OF SAID MORNING SUN I;

THENCE S12°40'27"W A DISTANCE OF 359.46 FEET TO THE NORTHEASTERLY CORNER OF PARCEL "G" AS RECORDED IN BOOK 5250 AT PAGE 804 OF THE EL PASO COUNTY RECORDS; THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY LINE AND WESTERLY ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL "G" THE FOLLOWING THREE (3) COURSES:

1. S12°40'27"W A DISTANCE OF 635.54 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL "G";
2. N77°19'33"W A DISTANCE OF 617.53 FEET TO A POINT OF CURVE;
3. ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 11°35'20", A RADIUS OF 792.47 FEET, A DISTANCE OF 160.29 FEET AS MEASURED ALONG THE ARC TO A POINT ON CURVE, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF HORIZONVIEW DRIVE AS PLATTED IN SAID MORNING SUN I;

THENCE SOUTHERLY ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID HORIZONVIEW DRIVE AS PLATTED IN SAID MORNING SUN I ALONG A CURVE TO THE RIGHT WHOSE CENTER BEARS N68°33'21"W, HAVING A DELTA OF 02°49'08", A RADIUS OF 610.00 FEET, A DISTANCE OF 30.01 FEET AS MEASURED ALONG THE ARC TO A POINT ON CURVE, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF HORIZONVIEW DRIVE AS PLATTED IN COLORADO CENTRE RESIDENTIAL FILING NO. 3 AS RECORDED IN PLAT BOOK A-4 AT PAGE 13 OF THE EL PASO COUNTY RECORDS; THENCE S89°24'57"W AND ALONG THE NORTHERLY LINE OF SAID COLORADO CENTRE RESIDENTIAL FILING NO. 3 A DISTANCE OF 1270.55 FEET TO THE NORTHWEST CORNER OF LOT 57 AS PLATTED IN SAID COLORADO CENTRE RESIDENTIAL FILING NO. 3, SAID POINT BEING THE NORTHEAST CORNER OF LOT 48 AS PLATTED

Legal Description

IN COLORADO CENTRE RESIDENTIAL FILING NO. 2 AS RECORDED IN PLAT BOOK A-4 AT PAGE 4 OF THE EL PASO COUNTY RECORDS; THENCE CONTINUING S89°24'57"W AND ALONG THE NORTHERLY BOUNDARY LINE OF SAID COLORADO CENTRE RESIDENTIAL FILING NO. 2 A DISTANCE OF 593.47 FEET TO THE NORTHWEST CORNER OF TRACT "B" AS PLATTED IN SAID COLORADO CENTRE RESIDENTIAL FILING NO. 2, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD; THENCE SOUTHERLY AND EASTERLY ALONG THE WESTERLY BOUNDARY LINE OF SAID COLORADO CENTRE RESIDENTIAL FILING NO. 2 THE FOLLOWING FIVE (5) COURSES:

1. S00°05'44"W AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID MARKSHEFFEL BOULEVARD A DISTANCE OF 1164.52 FEET;
2. S29°25'07"E A DISTANCE OF 439.18 FEET;
3. S60°35'03"E A DISTANCE OF 420.00 FEET;
4. N44°24'57"E A DISTANCE OF 170.00 FEET;
5. S80°35'03"E A DISTANCE OF 100.00 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF SAID COLORADO CENTRE RESIDENTIAL FILING NO. 2, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 13 OF COLORADO CENTRE RESIDENTIAL FILING NO. 1 AS RECORDED IN PLAT BOOK Z-3 AT PAGE 36 OF THE EL PASO COUNTY RECORDS;

THENCE CONTINUING S80°35'03"E AND ALONG THE SOUTHERLY LINE OF SAID COLORADO CENTRE RESIDENTIAL FILING NO. 1 A DISTANCE OF 380.00 FEET TO THE SOUTHEASTERLY CORNER OF LOT 8 AS PLATTED IN SAID COLORADO CENTRE RESIDENTIAL FILING NO. 1; THENCE CONTINUING S80°35'03"E A DISTANCE OF 81.08 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HORIZONVIEW DRIVE AS PLATTED IN SAID COLORADO CENTRE RESIDENTIAL FILING NO. 1; THENCE SOUTHERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HORIZONVIEW DRIVE THE FOLLOWING TWO (2) COURSES:

1. S00°05'44"W A DISTANCE OF 471.53 FEET TO A POINT OF CURVE;
2. ALONG A CURVE TO THE LEFT HAVING A DELTA OF 90°00'00", A RADIUS OF 100.00 FEET, A DISTANCE OF 157.08 FEET AS MEASURED ALONG THE ARC TO A POINT OF TANGENT, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF BRADLEY ROAD (FORMERLY KNOWN AS NEW DRENNAN ROAD); SAID POINT ALSO BEING ON THE BOUNDARY LINE OF SAID PARCEL "D";

THENCE NORTHERLY ALONG THE BOUNDARY LINE OF SAID PARCEL "D" THE FOLLOWING THIRTY-SEVEN (37) COURSES:

1. S89°54'16"E A DISTANCE OF 356.52 FEET TO A POINT OF CURVE;
2. ALONG A CURVE TO THE LEFT HAVING A DELTA OF 04°24'02", A RADIUS OF 1495.00 FEET, A DISTANCE OF 114.82 FEET AS MEASURED ALONG THE ARC TO A POINT ON CURVE;

Legal Description

3. N40°14'50"W A DISTANCE OF 98.73 FEET;
4. N32°44'49"E A DISTANCE OF 316.29 FEET;
5. N67°14'26"E A DISTANCE OF 248.30 FEET;
6. N01°23'21"E A DISTANCE OF 96.43 FEET;
7. N37°04'19"E A DISTANCE OF 187.92 FEET;
8. S62°10'53"E A DISTANCE OF 198.88 FEET;
9. N49°10'16"E A DISTANCE OF 205.87 FEET;
10. N00°45'11"W A DISTANCE OF 121.98 FEET;
11. N46°53'27"E A DISTANCE OF 577.62 FEET;
12. N28°13'56"E A DISTANCE OF 232.87 FEET;
13. N23°37'44"E A DISTANCE OF 105.55 FEET;
14. N24°34'29"W A DISTANCE OF 90.41 FEET;
15. N27°16'55"W A DISTANCE OF 75.68 FEET;
16. N01°16'11"E A DISTANCE OF 229.61 FEET;
17. N12°40'27"E A DISTANCE OF 875.93 FEET TO A POINT ON THE
NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID
SECTION 3;
18. N12°40'27"E A DISTANCE OF 341.16 FEET;
19. N07°29'57"E A DISTANCE OF 133.00 FEET;
20. N17°05'43"E A DISTANCE OF 147.56 FEET;
21. N35°18'15"E A DISTANCE OF 127.05 FEET;
22. N50°28'58"E A DISTANCE OF 224.70 FEET;
23. N37°01'25"E A DISTANCE OF 111.79 FEET;
24. N14°54'51"E A DISTANCE OF 89.01 FEET;
25. N36°49'53"W A DISTANCE OF 214.33 FEET;
26. N62°06'13"W A DISTANCE OF 133.06 FEET;
27. N35°29'36"W A DISTANCE OF 144.29 FEET;
28. N09°29'53"W A DISTANCE OF 311.63 FEET;
29. N43°14'07"W A DISTANCE OF 179.31 FEET;
30. N76°01'10"W A DISTANCE OF 233.73 FEET;
31. N62°33'26"W A DISTANCE OF 98.30 FEET;
32. N34°16'47"W A DISTANCE OF 233.80 FEET;
33. N22°40'38"W A DISTANCE OF 313.21 FEET;
34. S90°00'00"W A DISTANCE OF 226.55 FEET;
35. N00°00'00"E A DISTANCE OF 1287.18 FEET;
36. N58°00'07"W A DISTANCE OF 386.30 FEET;
37. N00°00'00"E A DISTANCE OF 55.18 FEET TO A POINT ON THE
SOUTHERLY RIGHT-OF-WAY LINE OF SAID DRENNAN ROAD;

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THENCE N89°53'55"E AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DRENNAN ROAD A DISTANCE OF 1682.88 FEET TO THE POINT OF BEGINNING, CONTAINING 3687.0495 ACRES.

LEGAL DESCRIPTION CERTIFICATE

I, JAMES R. FRAKER, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.

JAMES R. FRAKER, REGISTERED LAND SURVEYOR
COLORADO NO. 10377
FOR AND ON BEHALF OF JR ENGINEERING, LTD.

Legal Description

LEGAL DESCRIPTION - ANNEXATION PLAT OF COLORADO CENTRE NO. 2

A TRACT OF LAND BEING A PORTION OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 65 WEST AND SECTIONS 2, 11, 12, 13, 14, 15, 16, 21, AND 22, TOWNSHIP 15 SOUTH, RANGE 65 WEST, ALL OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING CONSIDERED S89°58'31"W

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35, SAID POINT BEING THE POINT OF BEGINNING;

THENCE S00°32'34"W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35 EXTENDED SOUTHERLY A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD; THENCE S89°58'31"W ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD A DISTANCE OF 338.02 FEET; THENCE N00°32'34"E ALONG A LINE 338.00 FEET WESTERLY OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35 A DISTANCE OF 2674.75 FEET TO A POINT ON THE EAST/WEST CENTERLINE OF SAID SECTION 35; THENCE S89°55'24"W ALONG THE EAST/WEST CENTERLINE OF SAID SECTION 35 A DISTANCE OF 1082.79 FEET TO THE NORTHEAST CORNER OF PARCEL "A" AS RECORDED IN BOOK 5250 AT PAGE 819 OF THE EL PASO COUNTY RECORDS; THENCE S00°32'34"W ALONG THE EASTERLY LINE OF SAID PARCEL "A" AND THE EASTERLY LINE OF SAID PARCEL "A" EXTENDED SOUTHERLY A DISTANCE OF 2673.80 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD; THENCE S89°58'31"W ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD A DISTANCE OF 1248.11 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2; THENCE S89°58'57"W ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DRENNAN ROAD A DISTANCE OF 735.32 FEET TO THE NORTHEAST CORNER OF PARCEL "D" AS RECORDED IN BOOK 5250 AT PAGE 819 OF THE EL PASO COUNTY RECORDS; THENCE SOUTHERLY ALONG THE EASTERLY LINE AND WESTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL "D" THE FOLLOWING FOURTEEN (14) COURSES:

1. S04°37'34"E A DISTANCE OF 146.20 FEET;
2. S37°09'04"W A DISTANCE OF 1605.00 FEET;
3. S06°25'04"W A DISTANCE OF 2540.00 FEET;
4. S89°45'38"E A DISTANCE OF 1964.45 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2;

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5. S00°11'01"W ALONG THE EAST LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 1319.06 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 2 BEING THE NORTH QUARTER CORNER OF SAID SECTION 11;
6. S00°25'10"W ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11 A DISTANCE OF 2642.22 FEET TO THE CENTER CORNER OF SAID SECTION 11;
7. S89°53'31"E ALONG THE EAST/WEST CENTERLINE OF SAID SECTION 11 A DISTANCE OF 2665.97 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 11 BEING THE WEST QUARTER CORNER OF SAID SECTION 12;
8. N89°52'37"E ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 1323.82 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12;
9. S00°28'13"W ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 2644.70 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13;
10. S89°54'19"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 1323.81 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 13;
11. S00°13'22"W ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 2634.56 FEET TO THE CENTER CORNER OF SAID SECTION 13;
12. N89°58'42"W ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 2654.31 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 14;
13. N89°48'51"W ALONG THE EAST/WEST CENTERLINE OF SAID SECTION 14 A DISTANCE OF 5301.72 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 15;
14. S89°56'35"W ALONG THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 496.40 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD;

THENCE S89°56'35"W ALONG THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 210.20 FEET TO A POINT ON CURVE ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID MARKSHEFFEL BOULEVARD, SAID POINT ALSO BEING THE MOST EASTERLY CORNER OF PARCEL "E" AS RECORDED IN BOOK 5250 AT PAGE 819 OF THE EL PASO COUNTY RECORDS; THENCE WESTERLY AND SOUTHERLY ALONG THE BOUNDARY LINE OF SAID PARCEL "E" THE FOLLOWING TWO (2) COURSES:

1. S89°56'35"W ALONG THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 1927.50 FEET TO THE CENTER CORNER OF SAID SECTION 15;

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2. S00°09'37"W ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 15 A DISTANCE OF 2636.48 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 15 BEING THE NORTH QUARTER CORNER OF SAID SECTION 22;

THENCE S00°09'37"W ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 15 EXTENDED SOUTHERLY A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF FONTAINE BOULEVARD; THENCE WESTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID FONTAINE BOULEVARD THE FOLLOWING TWO (2) COURSES:

1. S89°55'53"W ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FONTAINE BOULEVARD A DISTANCE OF 2631.56 FEET;
2. S89°50'47"W ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FONTAINE BOULEVARD A DISTANCE OF 2645.88 FEET TO A POINT ON THE NORTH/SOUTH CENTERLINE OF SAID SECTION 16 EXTENDED SOUTHERLY;

THENCE N00°09'02"E ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 16 EXTENDED SOUTHERLY A DISTANCE OF 30.00 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 21 BEING THE SOUTH QUARTER CORNER OF SAID SECTION 16; THENCE N00°09'02"E ALONG THE NORTH/SOUTH CENTERLINE OF SAID SECTION 16 AND THE WESTERLY LINE OF SAID PARCEL "E" A DISTANCE OF 100.00 FEET; THENCE N89°50'47"E ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16 A DISTANCE OF 2645.67 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 15; THENCE N89°55'53"E ALONG A LINE 100.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 A DISTANCE OF 2626.79 FEET TO A POINT WHICH IS 5.00 FEET WEST OF THE NORTH/SOUTH CENTERLINE OF SAID SECTION 15; THENCE N00°09'37"E ALONG A LINE 5.00 FEET WESTERLY OF AND PARALLEL WITH THE NORTH/SOUTH CENTERLINE OF SAID SECTION 15 A DISTANCE OF 2551.48 FEET TO A POINT WHICH IS 15.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 15; THENCE N89°56'35"E ALONG A LINE 15.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 1858.76 FEET; THENCE N00°03'25"W A DISTANCE OF 85.00 FEET TO A POINT WHICH IS 100.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 15; THENCE N89°56'35"E ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 75.00 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD; THENCE SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD ON A CURVE TO THE RIGHT WHOSE CENTER BEARS S88°47'01"W, HAVING A DELTA OF 03°38'30", A RADIUS OF 1495.00 FEET, A DISTANCE OF 95.02 FEET AS MEASURED ALONG THE ARC

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TO A POINT WHICH IS 5.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 15; THENCE N89°56'35"E ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 210.17 FEET TO A POINT ON CURVE ON THE EAST-ERLY RIGHT-OF-WAY LINE OF MARKSHEFFEL BOULEVARD; THENCE N89°56'35"E ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 15 A DISTANCE OF 496.23 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 14; THENCE S89°48'51"E ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 14 A DISTANCE OF 2620.00 FEET; THENCE N00°11'09"E A DISTANCE OF 5.00 FEET; THENCE S89°48'51"E ALONG A LINE 10.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 14 A DISTANCE OF 2231.73 FEET; THENCE N00°11'09"E A DISTANCE OF 140.00 FEET TO A POINT WHICH IS 150.00 FEET NORTH OF THE EAST/WEST CENTERLINE OF SAID SECTION 14; THENCE S89°48'51"E ALONG A LINE 150.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 14 A DISTANCE OF 450.46 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE S89°58'42"E ALONG A LINE 150.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 599.12 FEET; THENCE S00°01'18"W A DISTANCE OF 145.00 FEET TO A POINT WHICH IS 5.00 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE S89°58'42"E ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 2034.30 FEET TO A POINT WHICH IS 20.00 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE N00°13'22"E ALONG A LINE 20.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 2579.59 FEET TO A POINT WHICH IS 50.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE N89°54'19"W ALONG A LINE 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 1314.03 FEET TO A POINT WHICH IS 10.00 FEET WEST OF THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE N00°28'13"E ALONG A LINE 10.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 2689.66 FEET TO A POINT WHICH IS 5.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE S89°52'37"W ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 1313.82 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 11; THENCE N89°53'31"W ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 11 A DISTANCE OF 2670.97 FEET TO A POINT WHICH IS 5.00 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE N00°25'10"E ALONG A

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LINE 5.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11 A DISTANCE OF 2647.22 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE N00°11'01"E ALONG A LINE 5.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 1299.07 FEET TO A POINT WHICH IS 20.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE N89°45'38"W ALONG A LINE 20.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 1966.66 FEET; THENCE NORTHERLY AND ALONG A LINE 5.00 FEET WEST OF AND PARALLEL WITH AN EASTERLY LINE OF SAID PARCEL "D" THE FOLLOWING THREE (3) COURSES:

1. N06°25'04"E A DISTANCE OF 2562.03 FEET;
2. N37°09'04"E A DISTANCE OF 1604.47 FEET;
3. N04°37'34"W A DISTANCE OF 144.70 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD;

THENCE N04°37'34"W ALONG A LINE 5.00 FEET WEST OF AND PARALLEL WITH AN EASTERLY LINE OF SAID PARCEL "D" EXTENDED NORTHERLY FROM THE NORTHEAST CORNER OF SAID PARCEL "D" A DISTANCE OF 130.38 FEET TO A POINT WHICH IS 100.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE N89°58'57"E ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35 A DISTANCE OF 751.87 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE N89°58'31"E ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35 A DISTANCE OF 1243.25 FEET TO A POINT WHICH IS 5.00 FEET WEST OF THE EASTERLY LINE OF SAID PARCEL "A"; THENCE N00°32'34"E ALONG A LINE WHICH IS 5.00 FEET WEST OF THE EASTERLY LINE OF SAID PARCEL "A" A DISTANCE OF 2543.80 FEET TO A POINT ON THE EAST/WEST CENTERLINE OF SAID SECTION 35; THENCE N00°32'34"E ALONG A LINE 5.00 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID PARCEL "A" EXTENDED NORTHERLY A DISTANCE OF 5.00 FEET; THENCE N89°55'24"E ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL WITH THE EAST/WEST CENTERLINE OF SAID SECTION 35 A DISTANCE OF 1425.87 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35; THENCE S00°32'37"W ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 A DISTANCE OF 5.00 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 35; THENCE S00°32'34"W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35 A DISTANCE OF 2615.03 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF DRENNAN ROAD; THENCE S00°32'34"W ALONG THE EAST LINE OF SOUTHEAST QUARTER OF SAID SECTION 35 A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING, CONTAINING 54.3963 ACRES.

EXISTING USES

- I. General location of existing residences, barns, and activities:
- A. Zoning Parcel 33: Residences, cattle operations (stables and barns)
 - B. Zoning Parcel 80: Residences, barns
 - C. Zoning Parcel 85: Residences, barns
 - D. Zoning Parcel 87: Dairy operations
 - E. Zoning Parcel 129: Residence, stables
 - F. Balance of Property: Agricultural uses (farm and ranch)
- II. Existing leases/tenancies:
- A. Grazing lease dated July 23, 1986 between Aries Properties Incorporated as owner and Carla Dines Lewis Adams as lessee, covering property located in sections 3, 4, 9, 10 and 16, Township 14 South, Range 65 West of the 6th PM.
 - B. Grazing lease dated April 25, 1988 between Aries Properties Incorporated as owner and Tony Cuchares, Jr. as lessee, covering property located in Sections 2, 3, 9, 10, 11, 12, 13, 14 and 15, Township 15 South, Range 65 West of the 6th PM.
 - C. Grazing lease dated January 1, 1986 between Frank A. Aries et al. as owner and Raymond Powers as lessee, covering property located in Sections 9, 10, 11, 12, 13, 14, 15, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34 and 35, Township 13 South, Range 65 West of the 6th PM; and property located in Sections 1, 2, 3, 4, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 21, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35 and 36, Township 14 South, Range 65 West of the 6th PM; and property located in Sections 6, 7, 8 and 18, Township 14 South, Range 64 West of the 6th PM; and property located in Section 4, Township 15 South, Range 65 West of the 6th PM. The subject lease was amended August 1, 1986, to include additional property located in Section 28, 29, and 32, Township 12 South, Range 65 West of the 6th PM; and property located in Sections 2 and 3 Township 13 South, Range 65 West of the 6th PM. The subject lease again was amended December 21, 1987, to include property located

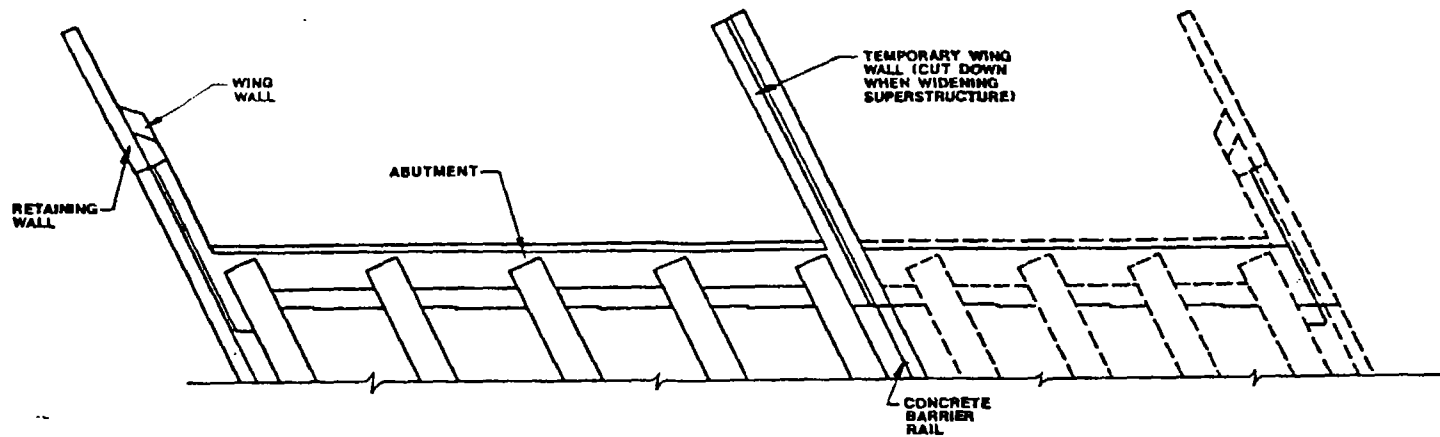
in Sections 28, 29, 32, 33, Township 12 South, Range 65 West of the 6th PM.

- D. Grazing lease between Centennial Development Corporation and Ray Powers dated January 1, 1983 as disclosed and instrument recorded September 3, 1986 in Book 5231 at Page 1463.
- E. Leases by and between L-P Associates as lessor and Tony Cuchares and Virginia Cuchares as contained in Purchase Agreement dated June 21, 1984 by and between Tony Cuchares and Virginia Cuchares, as seller and L-P Associates and purchaser, and any amendments thereto.
- F. Lease between L-P Associates as lessor and Thieman Bros. Cattle Company and W. L. Thieman, individually as lessee, dated October 1, 1985, as amended.

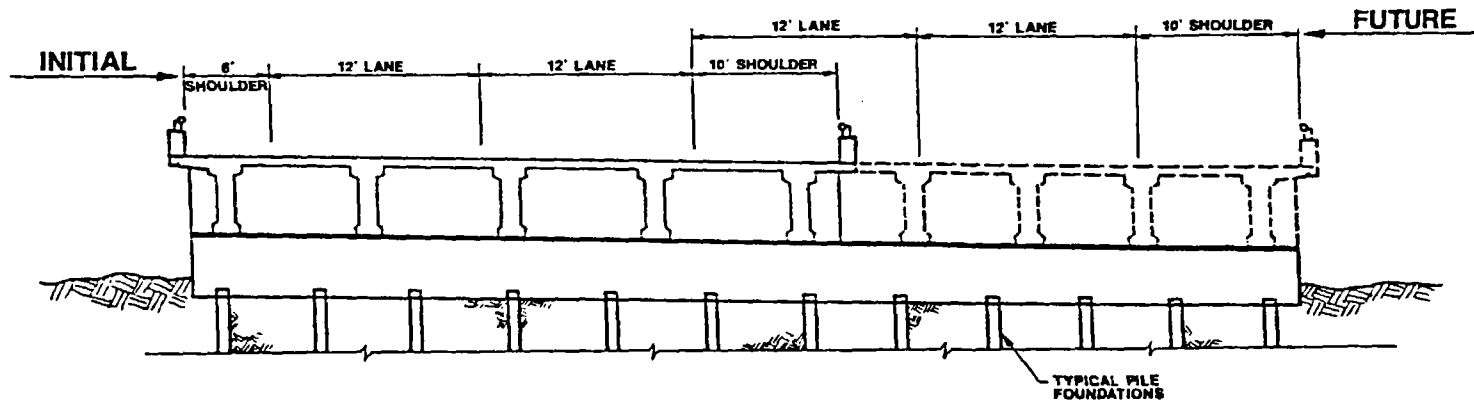
III. Miscellaneous Uses:

The following existing uses and/or vested property rights, are incorporated herein by reference:

- A. Rights-of-way, easements, reservations and restrictions of record.
- B. Agricultural, including but not limited to farming, ranching, raising and grazing livestock, animal husbandry and horticulture, including continued use of any existing water wells and rights in connection therewith.

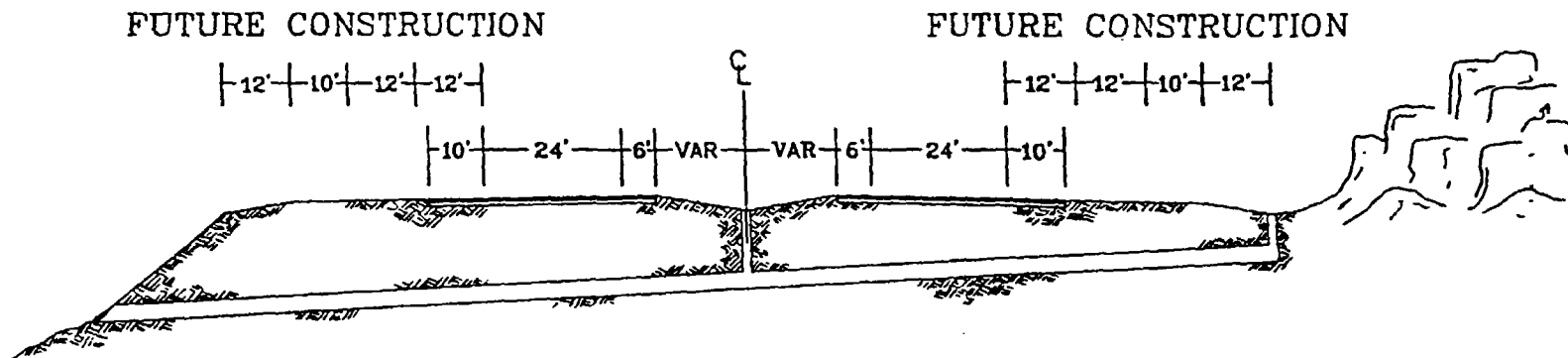


PLAN

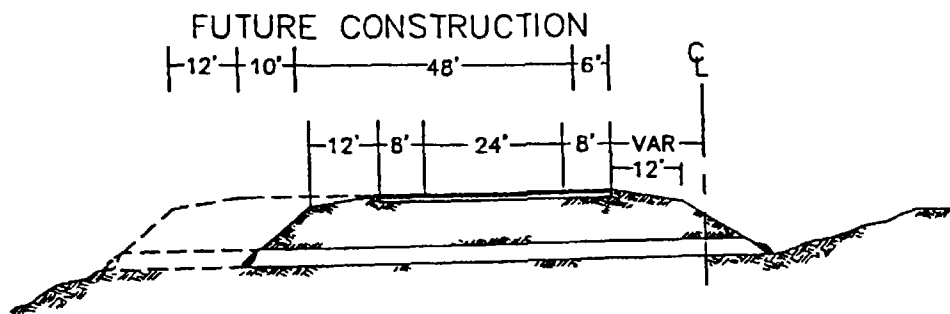


ELEVATION

ABUTMENT

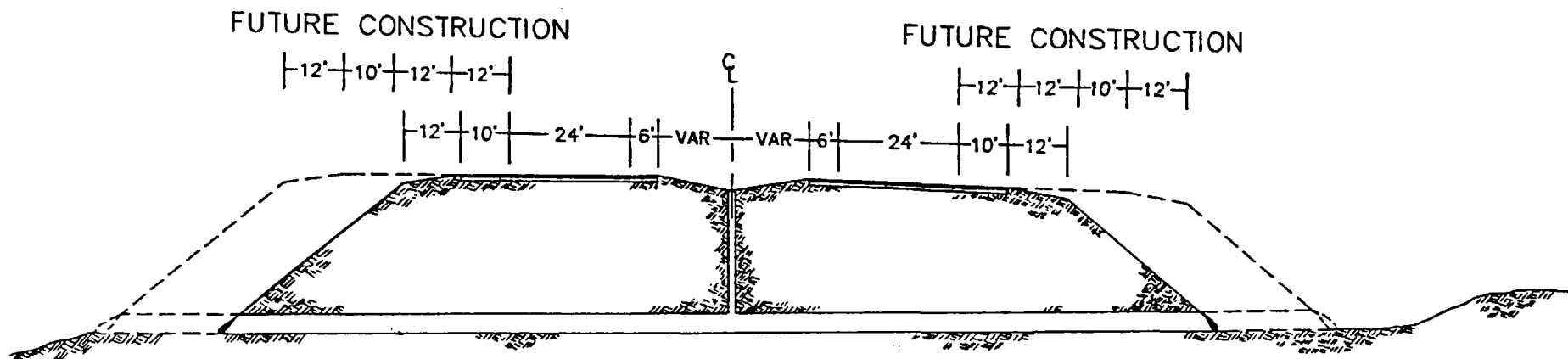


BANNING-LEWIS PARKWAY (FROM JUST SOUTH OF SH94 TO JUST NORTH OF US24)



BANNING-LEWIS PARKWAY

(FROM JUST SOUTH OF SH04 TO HIGH PLAINS DRIVE)
(AND FROM JUST NORTH OF US24 TO JUST NORTH OF BARNES ROAD)



BANNING-LEWIS PARKWAY
TYPICAL SECTION (PER PRELIMINARY DESIGN)

02-Jun-88 12:24

=====

OFFSITE ROADWAY IMPROVEMENT (25% ABSORPTION) FEE: \$0.39

OFF-SITE ROADWAY IMPROVEMENTS (TO SERVE ALL TRAFFIC REGARDLESS OF SOURCE):

ROADWAY	FROM	TO	IMPROVEMENT	TOTAL COST	DIRECT B-LR COST	OFF-SITE COST	FROM B-LR FEE	NON B-LR CONTRIBUTIONS AMOUNT	PERCENT	EST. YR IMPRVMT NEEDED
24/94	MARKSHEFFEL	POWERS	1CHG/LANES	\$33,236,000	\$0	\$33,236,000	\$6,647,200	\$26,588,800	80%	2003
BARNES	SH MP	MARKSHEFFEL	6 LANE	1,312,500	1,312,500	0	0	0	na	na
WOODMEN	POWERS	B-L PKWY	4 LANE	8,468,750	0	8,468,750	677,118	7,791,632 *	92%	2003
MARKSHEFFEL	WOODMEN	B-LR BDY	SEE PAGE 2	17,345,000	8,195,000	5,894,333	393,706	8,756,294 *	50%	SEE PAGE 2
B-L PKWY	WOODMEN	E. BDY B'GTE	2 LANE	10,437,500	0	10,437,500	0	10,437,500	100%	2010
B-L PKWY	E. BDY B'GTE	POWERS	4 LANE	6,437,500	0	6,437,500	2,366,554	4,070,946 *	63%	2010
WOODMEN	B-L PKWY	FALCON/US 24	4 LANE	10,896,000	0	10,896,000	3,461,005	7,434,995 *	68%	2003
N. CAREFREE	CSR MP	MARKSHEFFEL	4 LANE	1,450,000	0	1,450,000	111,654	1,338,346 *	92%	2010
B-L PKWY	S. BOUNDARY	PCFL VLLY RD	4 LANE	5,750,000	0	5,750,000	2,091,275	3,658,725 *	64%	2010
POWERS	B-L PKWY	I-25	4 TO 6 LANES	2,375,000	0	2,375,000	69,828	2,305,172 *	97%	2010
POWERS	BRADLEY	HANCOCK	4 TO 6 LANES	5,895,000	0	5,895,000	561,175	5,333,825 *	90%	2010
				\$103,603,250	\$9,507,500	\$90,840,083	\$16,379,515	\$77,716,235	75%	
				=====	=====	=====	=====	=====		
				100%	9%		16%	75%		

* Possible direct cash advance by Banning-Lewis Ranch (in the event offsite development does not occur prior to B-LR traffic need -- \$40,689,935)

1. TOTAL B-LR COSTS ARE SUM OF DIRECT AND FEE COST CONTRIBUTIONS.

=====

F:\USER\ARIES\PLAN\TRP\FEE\TF880707.WR1

02-Jun-88 12:24

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OFFSITE ROADWAY IMPROVEMENT (25% ABSORPTION) FEE:

\$0.39

MARKSHEFFEL ROAD IMPROVEMENT COST ALLOCATION DETAIL:

ROADWAY	FROM	TO	IMPROVEMENT	TOTAL COST	DIRECT	OFF-SITE COST	FROM B-LR FEE	NON B-LR CONTRAST. YR.		
					B-LR COST			-----IMPRVMT		
								AMOUNT	%	NEEDED
MARKSHEFFEL	WOODMEN	DUBLIN	4 LANES	\$2,055,000	\$2,055,000	\$0	\$0	\$0	0%	2010
MARKSHEFFEL	DUBLIN	BRIDLESPUR	4 LANES	1,925,000	0	1,925,000	83,545	\$1,841,455	96%	2010
MARKSHEFFEL	BRIDLESPUR	BARNES	4 LANES	1,565,000	455,000	1,110,000	89,494	\$1,020,506	65%	2005
MARKSHEFFEL	BARNES	CAREFREE	4 LANES	1,950,000	1,950,000	0	0	\$0	0%	2005
MARKSHEFFEL	CAREFREE	CONSTITUTION	4 LANES	2,650,000	0	2,650,000	142,610	\$2,507,390	95%	2005
MARKSHEFFEL	CONSTITUTION	U.S. 24	4 LANES	3,465,000	0	3,465,000	78,057	\$3,386,943	98%	2005
MARKSHEFFEL	U.S. 24	HWY. 94	4 LANES	1,785,000	1,785,000	0	0	\$0	0%	2010
MARKSHEFFEL	HWY. 94	PETE/FALC	4 LANES	1,950,000	1,950,000	0	0	\$0	0%	2000
GRAND TOTAL				\$17,345,000	\$8,195,000	\$9,150,000	\$393,706	\$8,756,294	50%	

AGREEMENT BETWEEN THE COUNTY OF EL PASO, STATE OF COLORADO
AND THE CITY OF COLORADO SPRINGS, STATE OF COLORADO

FOR

ROAD MAINTENANCE SERVICES/BANNING-LEWIS RANCH/COLORADO CENTRE

THIS INTERGOVERNMENTAL AGREEMENT made and entered into this 13th day of September, 1988, by and between the COUNTY OF EL PASO, State of Colorado, a body corporate and politic, by and through its Board of County Commissioners, hereinafter referred to as the "County", and the CITY OF COLORADO SPRINGS, State of Colorado, a home rule municipal corporation, by and through its City Council, hereinafter referred to as the "City."

RECITALS

1. The City is considering annexation of approximately 24,411 acres known as the Banning-Lewis Ranch/Colorado Centre Annexation (hereinafter referred to as the "Property") to the City of Colorado Springs.

2. It is anticipated that the effective date of the annexation of the Property to the City will be on or about August 19, 1988.

3. At the present time, the Property is rural in nature and it is anticipated that the level of necessary road maintenance services through the year 1992 will remain relatively low in comparison to balance of the City.

4. The City desires to contract with the County for the performance of the hereinafter described road maintenance services within the Property by the County through the El Paso County Public Works Department.

5. The County is agreeable to rendering such road maintenance services on the terms and conditions hereinafter set forth.

6. This Intergovernmental Agreement is authorized pursuant to Section 18, Article XIV, of the Colorado Constitution and Section 29-1-201, et seq., Colorado Revised Statutes.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. TERRITORY COVERED

1.1 The territory covered by this Agreement includes the public roads contained within the Property described and depicted on Exhibits "A" and "B" attached hereto, and such other public roads within the Property which may later be accepted by the City. the City agrees to promptly notify the County of any such acceptance of additional public roads by the City.

1.2 For the purposes of this Agreement, the term "public road(s)", as used herein, shall be defined as all roads within the Property identified and

presently recognized by the County as being public and such public roads within the Property which may later be accepted by the City. The term "public road(s)" shall include, as applicable, the entire public right-of-way, including the gravel, the asphalt driving surfaces, shoulders, and drainage ways.

2. SCOPE OF SERVICES

2.1 The County agrees to provide general road maintenance services upon the public roads located within the Property to the extent and in the manner set forth in the Scope of Services, Exhibit "C", attached hereto. Notwithstanding said Scope of Services, the City reserves the right to either perform or contract with others to perform a portion or all of said services. To the extent that the City elects to perform or contract with others to perform a portion or all of said services, the City shall notify the County of same at least ninety (90) days in advance of the date the County is to cease performing said services. In the event of an emergency, no advance notice is required from the City.

2.2 It is agreed and understood that the "overlay and treatment" services specified in Exhibit "C" shall not be applicable for the first five years after the construction and acceptance of new public roads, except in cases where abnormal deterioration occurs as determined by the City Public Works Director.

2.3 In addition to or concurrent with the rendering of said road maintenance services, the County shall, with all due diligence, after discovery of same, correct any physical condition existing within any of the public roads covered by this Agreement which, in reasonable judgment, constitutes or in the reasonably foreseeable future could constitute, an unreasonable risk to the health or safety of the public. For the purposes of this subsection 2.3, "discovery" shall mean such time as the County becomes aware of any such physical condition or upon notification by the Public Works Director of the City. Notification shall be deemed complete upon verbal contact with the El Paso County Public Works Director or his duly authorized representative of the existence of a dangerous condition within a public road, timely followed by a written confirmation of the substance of the prior verbal contact.

3. LEVEL OF SERVICE

3.1 The County shall provide to the City a monthly report of road maintenance activities generated as a result of this Agreement. Such report shall include, by way of example only, the frequency, nature and extent of such services rendered.

3.2 The County agrees to use its best efforts in the performance of its duties pursuant to this Agreement and to exercise the maximum amount of prudence and safety. In this respect, the County shall give prompt and due consideration to all requests of the City regarding delivery of road maintenance services provided by this Agreement. The County shall make every effort to comply with these requests and all such requests for services, other than citizen calls shall be made by the City's Public works Director to the County's Public Works Director, or as may be otherwise agreed by both directors.

4. LABOR, EQUIPMENT AND MATERIALS

The County shall furnish and/or provide all necessary labor, supervision, equipment, materials, office space, and operating and office supplies necessary to maintain the level of service to be rendered hereunder. The term "labor" as used herein shall include the costs of standard County wages, including overtime when applicable, fringe benefits, and overhead expenses. Equipment rates shall be as per El Paso County's current equipment rate schedule.

5. COMPENSATION

5.1 The City agrees to pay the County the actual costs, i.e., direct and allocated indirect costs as per the El Paso County Allocations Plan, associated with the provision of said road maintenance services provided herein. The County agrees that, to the extent possible, the overlay and surface treatment programs for public roads within the Property shall be bid with similar programs elsewhere in the County in order to realize the most cost effective prices. The County further agrees that the prior written consent of the City shall be required for the purchase of capital improvements to serve the Property for which the City will be billed.

5.2 The City shall pay the stated invoice cost for maintenance within thirty (30) calendar days after receipt of the County's invoice for the maintenance services rendered by the county the preceding month. If the City does not make timely payment, the County may terminate this Agreement with thirty (30) days prior written notification. In such event, the City shall be liable for all road maintenance services rendered by the County to the date of termination. If the City pays all past due payments within the thirty (30) day notification period, this agreement shall continue unless otherwise terminated as provided herein.

5.3 Financial obligations of the City are contingent upon funds for the purposes set forth in this Agreement being appropriated, budgeted and otherwise made available. Should such funds not be budgeted or appropriated, this Agreement may be terminated by the County upon the giving of thirty (30) days prior written notification to the City; however, in such event, the City shall be liable for the cost of road maintenance services rendered by the County to the day of termination.

5.4 Financial obligations of the County are contingent upon funds for the purposes set forth in this Agreement being appropriated, budgeted, and otherwise made available. If the County fails to appropriate, budget or otherwise make available sufficient funds for the County Public Works Department to meet its obligations under this Agreement, the City may terminate this Agreement upon the giving of thirty (30) days prior written notification to the County.

6. PERSONNEL

6.1 The rendition of the road maintenance services provided for herein, the standards of performance, the discipline of employees, and other matters incident to the performance of such services and the control of personnel so employed, shall remain the responsibility of the County.

6.2 All persons employed in the performance of such road maintenance services for the County pursuant to this Agreement shall be County employees, or independent contractors of the County, and the City shall not be called upon to assume any liability for the direct payment of any salary, wages or any other compensation to the County personnel or County contractors performing road maintenance services hereunder for the Property, nor any liability other than that provided for in this Agreement.

7. GOVERNMENTAL IMMUNITY

The City and the County do not, by the terms of this Agreement, waive the immunity granted them in the Colorado Governmental Immunity Act, Sections 24-10-101 et seq., C.R.S.

8. TERM

This Agreement shall be effective upon the date of annexation of the Property to the City and shall terminate at the end of the day on December 31st, 1992, unless extended with the written consent of the parties. Notwithstanding the foregoing provision, either party, with or without cause, may terminate this Agreement upon the giving of 90 days prior written notice of such termination to the other respective party. Notice shall be deemed to have been given upon the mailing of said notice by United States certified, First Class mail, postage prepaid and addressed to their respective addresses.

El Paso County
Department of Public Works
3170 Century
Colorado Springs, CO 80907

City of Colorado Springs
Department of Public Works
30 South Nevada Avenue
Colorado Springs, CO 80903

ATTN: Director of Public Works

ATTN: Director of Public Works

9. UTILITY IMPROVEMENTS

During the term of this Agreement, the City agrees to notify the County of any utility improvements to be made within public road rights of way within the Property to the extent that the City has knowledge of same.

10. MISCELLANEOUS PROVISIONS

10.1 This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceedings against either the City or the County because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.

10.2 Except as specifically provided otherwise herein, no modification or waiver of this Agreement or of any covenant, condition, or provisions herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

10.3 This written Agreement embodies the whole Agreement between the parties hereto and there are no inducements, promises, terms, conditions or obligations made or entered into either by the City or the County other than those contained herein.

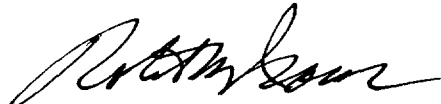
10.4 All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement of covenant were not contained herein.

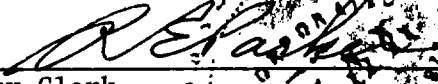
10.5 This Agreement shall be binding upon the respective parties hereto, their successors and assigns, and may not be assigned by anyone without the prior written consent of the other respective party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF COLORADO SPRINGS
STATE OF COLORADO

ATTEST:

By: 
Robert Isaac, Mayor
30 South Nevada Avenue
Colorado Springs, CO 80903

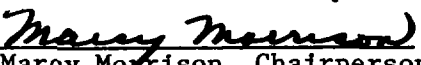

City Clerk

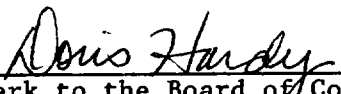
APPROVED AS TO FORM:


Asst City Attorney

COUNTY OF EL PASO, STATE OF
COLORADO, by and through its
Board of County Commissioners

ATTEST:

By: 
Marcy Morrison, Chairperson
27 East Vermijo
Colorado Springs, CO 80903


Clerk to the Board of County
Commissioners

APPROVED AS TO FORM:


County Attorney

T12S
T13S

BOOK 5557 PAGE 549

R66W
R65W

R65W
R64W

T13S
T14S

T14S
T15S

EXHIBIT MAP
OF ANNEXED LAND
LOCATED IN T12S,R65W;
T13S,R65W;T14S,R64W;
T14S,R65W;AND IN
T15S,R65W, ALL OF THE
6TH P.M.,
COUNTY OF EL PASO
STATE OF COLORADO

LEGEND

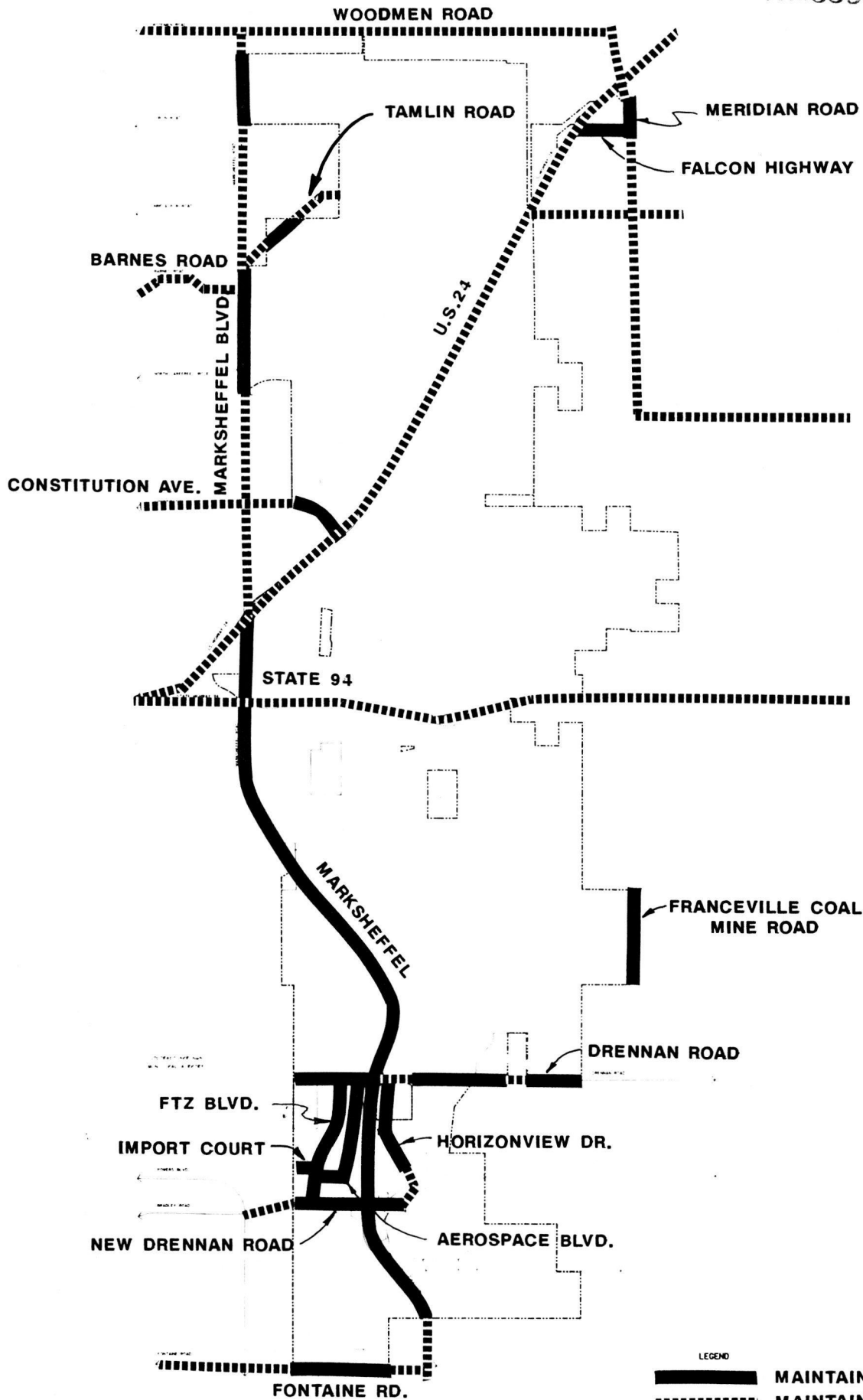


ARIES ANNEXED LAND



ARIES ANNEXED
BANNING-LEWIS RANCH

EXHIBIT A



EXISTING ROADWAY MAINTENANCE MAP
BANNING-LEWIS RANCH

BANNING-LEWIS RANCH STREET MAINTENANCE SCOPE OF SERVICES AND ESTIMATED COSTS

SCOPE OF SERVICES			ESTIMATED	ESTIMATED	ESTIMATED	ESTIMATED	ESTIMATED
-----			UNITS	UNIT COST	QUANTITY	FREQUENCY	AMOUNT
NO.	ACTIVITY	PROPOSED B.L.R. STANDARD	A	B	C	D	B x C x D

1	:OVERLAY AND SURFACE TMT	:12% of paved system overlaid	:Lane-mile/yr.	: \$9,786.00 :	3 :	1 :	\$29,358.00 :
	:	:or seal coated annually	:	:	:	:	:
	:	:	:	:	:	:	:
	:	:	:	:	:	:	:
2	:POTHOLE PATCHING AND	:As required/requested	:s.f.	: \$4.50 :	1000 :	1 :	\$4,500.00 :
	:COMPLAINTS	:(weekdays, 24 hr response)	:	:	:	:	:
	:	:	:	:	:	:	:
	:	:	:	:	:	:	:
3	:GRADING & GRAVELING	:Every other week or more	:Lane-mile/yr.	: \$70.38 :	20 :	24 :	\$33,782.40 :
	:UNPAVED STREETS	:frequently if warranted	:	:	:	:	:
	:	:	:	:	:	:	:
	:	:	:	:	:	:	:
4	:DUST ABATEMENT	:I.A.W. E.P.A. requirements;	:Lane-mile/yr.	: \$1,690.00 :	8 :	2 :	\$27,040.00 :
	:	:calcium chloride semi-annually;	:	:	:	:	:
	:	:or daily water application	:	:	:	:	:
	:	:if requested or warranted	:	:	:	:	:
	:	:	:	:	:	:	:
	:	:	:	:	:	:	:
5	:STREET SWEEPING	:Rural roads-as warranted	:Mile/yr.	: \$85.00 :	15 :	5 :	\$6,375.00 :
	:	:urban arterials - weekly	:Mile/yr.	: \$85.00 :	10 :	52 :	\$44,200.00 :
	:	:urban residentials - quarterly	:Mile/yr.	: \$85.00 :	1 :	4 :	\$340.00 :
	:	:	:	:	:	:	:
	:	:	:	:	:	:	:
6	:BRIDGE MAINTENANCE	:As required to maintain	:Each/yr.	: \$400.00 :	5 :	1 :	\$2,000.00 :
	:AND REPAIR	:existing load rating	:	:	:	:	:
	:	:	:	:	:	:	:
	:	:	:	:	:	:	:
7	:PIPE FLUSHING	:As required, new inlets-	:Each/yr.	: \$75.00 :	30 :	6 :	\$13,500.00 :
	:	:cleaned every other month	:	:	:	:	:
	:	:	:	:	:	:	:

BANNING-LEWIS RANCH STREET MAINTENANCE SCOPE OF SERVICES AND ESTIMATED COSTS

SCOPE OF SERVICES			ESTIMATED	ESTIMATED	ESTIMATED	ESTIMATED	ESTIMATED
-----			UNITS	UNIT COST	QUANTITY	FREQUENCY	AMOUNT
NO.	ACTIVITY	PROPOSED B.L.R. STANDARD	A	B	C	D	B x C x D

8	:CHANNEL CLEANING AND	:As warranted	:Mile/yr.	: \$6,000.00 :	2 :	1 :	\$12,000.00 :
	:MAINTENANCE	:	:	:	:	:	:
	:	:	:	:	:	:	:
	:	:	:	:	:	:	:
9	:SNOW/ICE CONTROL	:	:Lane-mile/yr.	: \$400.00 :	100 :	1 :	\$40,000.00 :
	:	:	:	:	:	:	:
	:Response time to complete	:	:	:	:	:	:
	:full route from mobilization	:5-8 hours	:	:	:	:	:
	:of crews	:	:	:	:	:	:
	:	:	:	:	:	:	:
	:Material type	:Sand + 12% Salt	:	:	:	:	:
	:	:	:	:	:	:	:
	:Application rate	:400-600 lbs. per land mile *	:	:	:	:	:
	:	:	:	:	:	:	:
	:Closing policy due to drifting:	:Undesirable+ 3-5 days	:	:	:	:	:
	:snow or heavy accumulations	:acceptable closing from end	:	:	:	:	:
	:	:of a county-declared	:	:	:	:	:
	:	:major storm	:	:	:	:	:
	:	:	:	:	:	:	:
	:Equipment Assignments	:	:	:	:	:	:
	:	:	:	:	:	:	:
	o Priority Routes	:1 truck, plow, spreader	:	:	:	:	:
	:	:spreader dedicated per 32	:	:	:	:	:
	:	:miles of road, regardless	:	:	:	:	:
	:	:of classification	:	:	:	:	:
	:	:	:	:	:	:	:
	o Non-Priority Routes	:N/A - all roads are plowed	:	:	:	:	:
	:	:	:	:	:	:	:
	:	:*limited to hills, curves	:	:	:	:	:
	:	: and dangerous areas	:	:	:	:	:

BANNING-LEWIS RANCH STREET MAINTENANCE SCOPE OF SERVICES AND ESTIMATED COSTS

SCOPE OF SERVICES			ESTIMATED	ESTIMATED	ESTIMATED	ESTIMATED	ESTIMATED
-----			UNITS	UNIT COST	QUANTITY	FREQUENCY	AMOUNT
NO.	ACTIVITY	PROPOSED B.L.R. STANDARD	A	B	C	D	B x C x D

10	:DEAD ANIMAL AND :HAZARD REMOVAL	:Weekdays, business hours :as requested	:Each/yr.	: \$30.00 :	: 1 :	: 50 :	: \$1,500.00 :
	:	:	:	:	:	:	:
	:	:	:	:	:	:	:
	:	:	:	:	:	:	:
11	:UTILITY EXCAVATION INSPECTION	:On site inspection, City	:Contractors pay:	:	:	:	:
	:	:Engineering Standard	:this *	:	:	:	:
	:	:	:	:	:	:	:
	:	:	:	:	:	:	:
12	:RUBBISH COLLECTION	:None	:	:	:	:	:
	:	:	:	:	:	:	:
	:	:	:	:	:	:	:
13	:CRACKFILLING	:10% of paved streets/year	:Lane-mile/yr.	: \$20.00 :	: 40 :	: 1 :	: \$800.00 :
	:	:	:	:	:	:	:
	:	:	:	:	:	:	:
14	:SHOULDER GRADING	:Annually, or if shoulder	:Mile/yr.	: \$350.00 :	: 12 :	: 1 :	: \$4,200.00 :
	:	:drop-offs appear	:	:	:	:	:-----:
	:	:	:	:	:	:	:
	:TOTAL:	:	:	:	:	:	: \$219,595.40 :

* CITY AND COUNTY PERMIT REQUIRED



ARIES PROPERTIES INCORPORATED

September 14, 1988

Mr. James E. Phillips
City Manager
City of Colorado Springs
30 South Nevada
Colorado Springs, CO 80903

RE: Road Maintenance/Banning-Lewis Ranch

Dear Jim:

As you know an intergovernmental agreement between El Paso County and the City of Colorado Springs for road maintenance services has been executed pursuant to the Annexation Agreement between the City of Colorado Springs and the Annexors relating to Banning-Lewis Ranch. The agreement is an exhibit to the annexation agreement. The Road Maintenance Agreement contains a Scope of Services, Exhibit "C", which requires that 12% of the paved road system be overlaid or seal coated annually. Section 2.2 of the Road Maintenance Agreement states:

"It is agreed and understood that the "overlay and treatment" services specified in Exhibit "C" shall not be applicable for the first five years after the construction and acceptance of new public roads, except in cases where abnormal deterioration occurs as determined by the City Public Works Director".

It is the understanding of Aries Properties that the City Public Works Director desires that Section 2.2 be deleted from the Road Maintenance Agreement. Because an amendment to this agreement would require rehearings and re-execution of the agreement by El Paso County and the City, necessitating a delay in the final recording of all annexation documents, we agree to pay for the "overlay and treatment" services for the first five years after the construction and acceptance of new public roads



Page Two
Mr. James Colvin
September 14, 1988

if required by the City Public Works Director. It is the intent of this letter to place the City in the same position under the Road Maintenance Agreement as it would be if Section 2.2 were deleted in its entirety.

Sincerely,

A handwritten signature in dark ink, appearing to read "Steven A. Douglas". The signature is written in a cursive, flowing style.

Steven A. Douglas
President

SAD/slw/00032.ltr

AVIGATION EASEMENT AND AGREEMENT**EXHIBIT I**

THIS AVIGATION EASEMENT AND AGREEMENT is granted and entered into this
 day of _____, 1988, by and among _____

_____ and the City of Colorado springs, a home rule City and a Colorado municipal corporation of the County of El Paso, State of Colorado (the "City").

WHEREAS, Grantors are the owners, either individually or jointly, of the property situated in El Paso County, Colorado, described on Exhibit A attached hereto (the "Property"); and

WHEREAS, the Grantors desire to grant to the City an avigation easement in the airspace above the Property for the purpose of conducting operations at the City of Colorado Springs Municipal Airport (the "Airport") adjoining the Property, and have agreed to restrictions on the use of the Property in accordance with Chapter 14, Article 3, Part 26 of the City Code of the City of Colorado Springs (the "Code") as may be amended from time to time, and in accordance with the Federal Aviation Administration Part 77 approach surface criteria; and the FAR Part 150 noise contours as they may be amended.

NOW THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors, for themselves, their successors and assigns do hereby grant, bargain, sell and convey unto the City, its successors and assigns, for the use and benefit of the public, an easement and right-of-way, appurtenant to the Airport, for the passage of all aircraft ("aircraft" being defined for the purpose of this instrument as any device now known or hereafter invented, used, or designed for navigation of or flight in the air) by whomsoever owned and operated, in the Instrument Approach Zone and Non-Instrument Approach Zone above the surface of the Property as defined in Section 14-3-2604 and 14-3-2605 of the Code of the City of Colorado Springs 1980, as may be amended from time to time, and in the Part 77 approach surfaces as defined by the Federal Aviation Administration, and the FAR Part 150 noise contours as they may be amended, whichever is greater (the "airspace"), together with the right to cause in the airspace such noise, vibration, and all other effects that may be caused by the normal operation of aircraft landing at or taking off from or operating at or on the Airport.

Grantors covenant that they shall not in the air space, either individually or jointly, erect, alter, allow to grow, or maintain, any building or other man-made structure including antennas or radio towers or natural objects such as trees except as may be allowed by the Code. Grantors shall install, operate and maintain on the Property such markers and lights as shall be deemed necessary by the Airport Director to indicate to operators of aircraft in the vicinity of the Airport the presence of structures or trees or other Airport hazards.

Grantors covenant that they shall not, either individually or jointly, use the Property in such a manner as to create electrical interference with radio communication between the Airport and aircraft; make it difficult for flyers to distinguish between Airport lights and others; result in glare in the eyes of flyers using the Airport; impair visibility in the vicinity of the Airport; or otherwise endanger the landing, taking off or maneuvering of aircraft, unless a variance is obtained from the City.

Grantors hereby waive, remise and release any right or cause of action which they may now have or which they may have in the future against the City, its successors and assigns, with respect to the Property, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused by the normal operation of aircraft landing at, or taking off from, or operating at or on the Airport. Nothing stated in the foregoing waiver, shall release the City from liability for damages or divest the Grantors, their heirs, representatives, successors and assigns from any right or cause of action for damages to any person or property resulting from the unlawful or negligent operation of any aircraft at any altitude over and across the Property. This waiver, grant and release is personal to the City, and shall not extend to, nor be enforced by, any other person or entity, including without limitation, any airline company or any other governmental entity. If any action is brought against the City, the City will have all the defenses and immunities available to it as provided in the Colorado Governmental Immunity Act as the same may be amended from time to time.

TO HAVE AND TO HOLD said easement and right-of-way, and all rights appertaining thereto unto the City, its successors and assigns, until the Airport is abandoned and ceases to be used for public airport purposes, it being understood and agreed that these covenants and agreements shall run with the land. This Easement and Agreement shall supersede any prior aviation easements covering the Property.

This Aviation Easement and Agreement may be executed in counterpart copies, each of which shall be fully binding on the party or parties executing the same as if all signatories signed a single copy.

Signatures

AGREEMENT BETWEEN THE COUNTY OF EL PASO, STATE OF
COLORADO AND THE CITY OF COLORADO SPRINGS, STATE OF COLORADO
CONCERNING LAW ENFORCEMENT SERVICES FOR THE
BANNING-LEWIS/COLORADO CENTRE ANNEXATION

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 22nd day of August, 1988, by and between the COUNTY OF EL PASO, State of Colorado, by and through its Board of County Commissioners ("County"), the EL PASO COUNTY SHERIFF'S OFFICE ("EPCSO"), the CITY OF COLORADO SPRINGS, State of Colorado, a home rule municipal corporation ("City"), and the COLORADO SPRINGS POLICE DEPARTMENT ("CSPD").

RECITALS

1. The City is considering annexation of approximately 24,411 acres, known as the Banning-Lewis Ranch/Colorado Centre Annexation ("Property"), as depicted in Exhibit "A" hereto, to the City of Colorado Springs.

2. It is anticipated that the effective date of the annexation of the Property to the City will be on or about August 19, 1988.

3. At the present time, the Property is rural in nature and does not require the regular urban police services of the Colorado Springs Police Department. It is anticipated that the level of necessary law enforcement services through the year 1992 will remain relatively low in comparison to the balance of the City.

4. The City desires to contract with the County for the performance of the hereinafter described law enforcement services within the Property by the County through the El Paso County Sheriff's Office.

5. The County is agreeable to rendering such law enforcement services on the terms and conditions set forth herein.

6. As evidenced by their signatures, the El Paso County Sheriff and the Chief of Police of Colorado Springs have accepted and consented to the terms and conditions of this Agreement.

7. This Intergovernmental Agreement is authorized pursuant to Section 18, Article XIV, of the Colorado Constitution and Section 29-1-201, et seq., Colorado Revised Statutes.

NOW, THEREFORE, for and in consideration of mutual covenants, conditions and promises contained herein, the parties agree as follows:

1. TERRITORY COVERED:

The territory covered by this Agreement is all of that certain property depicted in Exhibit "A" hereto, and which is the subject of annexation proceedings by the City as described in the Annexation Agreement.

2. SCOPE OF SERVICES:

2.1 The County agrees to provide basic patrol services, including routine patrol, receiving and dispatching calls for service to the EPCSO unit on the Property, conducting preliminary investigations of criminal incidents, crime scene preservation, traffic accident scene control, on-view criminal and traffic law enforcement, and any other first respond or public safety services as required. Specifically, the EPCSO will be responsible for the following:

a. Assignment of a patrol unit 24 hours per day, seven days per week to the Property. This unit may respond outside the Property to provide backup or to provide primary response only in life threatening situations.

b. Receive and dispatch all calls for service on the Property. All 911 calls for service from the Property will continue to be routed to the EPCSO for dispatch. The EPCSO will be responsible only for initial response police services. Follow-up investigations, crime scene work, major incidents, and traffic accident investigations will be handled by the CSPD.

c. Notify CSPD dispatch of any situation that may require immediate follow-up, or police resources beyond the EPCSO's initial patrol responder.

d. Respond to all reported traffic accidents for the purpose of initial assessment, providing emergency services, and traffic control. The EPCSO dispatch will request a CSPD accident investigator when an accident report is required.

e. Make on-view criminal and traffic arrests and issue summonses. In such cases, the EPCSO unit will take appropriate police action, including report completion and evidence confiscation as per EPCSO procedures. Routine EPCSO evidence storage (except vehicle impoundments) and court appearance procedures will be followed by the charging EPCSO Deputy.

f. Notify CSPD dispatch of any request for vehicle impoundment or no-preference motorist tow. These will be handled under current City contracts.

g. All preliminary case reports from the Property will be taken by the EPCSO unit on CSPD case report forms unless directed otherwise by the CSPD. EPCSO Teleserve reports from the Property will also be completed on CSPD case report forms.

h. Provide the CSPD with daily EPCSO list history reports containing computer aided dispatch (CAD) incident information.

i. Provide the CSPD with documentation of all reports taken on, or pertaining to, the Property. This documentation will include all original CSPD case reports and custody reports, and copies of all summonses, evidence forms, traffic citations, impound reports, and other police reports from the Property. This report documentation will be available to the CSPD within 48 hours of the incident generating the report.

2.2 The CSPD will have the following responsibilities:

a. Provide follow-up investigative services. This will include case follow-up, suspect identification, interviewing, and crime scene processing as required.

b. Respond to and enforce violations of City ordinances which are not covered under state statutes for enforcement response by the EPCSO unit.

c. Respond to and investigate all traffic accidents on the Property requiring accident reporting. The EPCSO will dispatch the EPCSO unit to accident scenes for initial assessments, emergency services, and traffic control.

d. Handle all major incidents on the Property (i.e. serious felonies, aircraft crashes, demonstrations, etc.). As referenced above in Subsection 2.1 (g) of the EPCSO's responsibilities, the EPCSO unit will complete the CSPD preliminary case report unless directed otherwise by the CSPD.

e. Report all Uniform Crime Report (UCR) requirements for the Property. In addition, the CSPD will compile and monitor all other crime, incident, and traffic data from the Property.

f. Extend other ancillary police services as required to the Property, including traffic enforcement, crime analysis, crime prevention, warrant service, and narcotics investigation.

3. LEVEL OF SERVICE:

Because the City is jurisdictionally responsible for public safety on the Property, the City shall have police command authority over all law enforcement services referenced in this Agreement provided on the Property.

4. EQUIPMENT:

4.1 Except as otherwise provided herein, the County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies as necessary to maintain the level of service to be rendered

hereunder. It is expressly understood that any equipment used in the performance of this Agreement shall remain in the ownership of the County, and any and all necessary maintenance relative to such law enforcement equipment shall be the sole responsibility of the County.

4.2 Notwithstanding anything hereinbefore contained, it is agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of the City, the same shall be supplied by the City at its own costs and expense.

5. COMPENSATION:

5.1 The City agrees to compensate El Paso County the pro rata portion of \$211,446.00 calculated from the effective date of this Agreement for services provided by EPCSO in 1988. As additional compensation, the City will pay to the County \$36,188.00, for purchase of two vehicles and for vehicle equipment costs within 30 days of the effective date of this Agreement.

5.2 Compensation shall be paid quarterly and will be due and payable in advance of the first day of each calendar quarter. The fee amount may be adjusted annually as necessary by El Paso County to provide the services required under this Agreement. However, the amount will not exceed the actual costs of services.

5.3 Financial obligations of the City are contingent upon funds for the purposes set forth in this Agreement being appropriated, budgeted and otherwise made available. Should such funds not be budgeted or appropriated, this Agreement may be terminated by either party upon thirty (30) days notification. In such event, the City shall be liable for the cost of all law enforcement services and functions rendered by the EPCSO to the day of termination.

5.4 Financial obligations of the County are contingent upon funds for the purposes set forth in this Agreement being appropriated, budgeted or otherwise made available. If the County fails to appropriate, budget or otherwise make available funds sufficient for the EPCSO to meet its obligations under this Agreement, the City may terminate this Agreement upon the giving of thirty (30) days prior written notice of such termination to the County.

6. PERSONNEL:

6.1 The County and its Sheriff shall have full cooperation from the City, the City Police Department and its respective officers, agents, and employees, so as to facilitate the performance of this Agreement.

6.2 The El Paso County Sheriff shall control the rendition of the law enforcement services provided for in Section 2.1 of this Agreement, the standards of performance, the discipline of officers, and other matters incident to the performance of such service and the control of personnel so employed.

6.3 All persons employed in the performance of such law enforcement services for the County pursuant to this Agreement shall be County employees and no person employed hereunder shall have any City pension, civil service or any status or right.

6.4 The City shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any County personnel performing law enforcement services hereunder for the County, nor any liability other than that provided for in this Agreement.

6.5 Except as herein specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his/her employment.

7. LIABILITY INSURANCE:

7.1 The City, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts, errors, or omissions of the County or any officer or employee thereof. Likewise, the County, its officers or employees, shall not be deemed to assume any liability for intentional or negligent acts, errors, or omissions of the City or any officer or employee thereof.

7.2 The City agrees to indemnify, defend and hold harmless, to the extent allowed by law, the County, its respective agents, officers, servants and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, actions and causes of action whatsoever, arising out of or related to the City's intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, whether contractual or otherwise. Likewise, the County agrees to indemnify, defend and hold harmless, to the extent allowed by law, the City, its respective agents, officers, servants and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, actions and causes of action whatsoever, arising out of or related to the County's intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, whether contractual or otherwise.

8. EFFECTIVE DATE AND TERMINATION:

8.1 This Agreement shall be effective upon the effective date of the annexation of the Property, and shall terminate December 31, 1992, unless sooner terminated as provided for herein or unless extended upon mutual agreement of the parties. Notwithstanding the foregoing provision, either party with or without cause, may terminate this Agreement upon the giving of ninety (90) days prior written notice of such termination to the other

respective party. All notices of termination under the terms of this Agreement shall be deemed to have been given upon the mailing of said notice by United States certified first class mail, postage prepaid, and addressed to the appropriate party at the following address:

a. County:

Board of County Commissioners
County of El Paso
27 East Vermijo Avenue
Colorado Springs, CO 80903

Bernard J. Barry, Sheriff
El Paso County
15 East Cucharas
Colorado Springs, CO 80903

b. City:

The City Clerk
City of Colorado Springs
30 South Nevada Avenue
Colorado Springs, CO 80903

James D. Munger, Chief of Police
Colorado Springs Police Dept.
224 E. Kiowa Street
Colorado Springs, CO 80903

8.2 In the event the City is dissatisfied with the County's performance of its duties pursuant to this Agreement and such dissatisfaction cannot be resolved between the City and the County, and/or if the County breaches any of the terms and conditions of this Agreement on its part, the City's sole remedy is to terminate this Agreement as herein provided.

9. MISCELLANEOUS PROVISIONS:

9.1 This Agreement is not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceedings against either the City or the County because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.

9.2 No modification of this Agreement or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

9.3 This written Agreement embodies the whole agreement between the parties hereto and there are no inducements, promises, terms, conditions, or

obligations made or entered into either by the City or County other than those contained herein.

9.4 This Agreement shall be binding upon the respective parties hereto, their successors or assigns, and may not be assigned by anyone without the prior written consent of the other respective party.

9.5 All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.

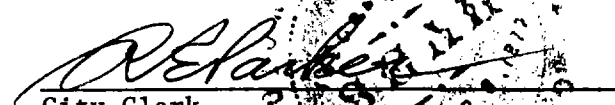
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF COLORADO SPRINGS

ATTEST:

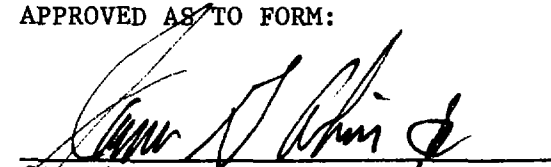
By: 

Robert M. Isaac
Mayor


City Clerk

APPROVED AS TO FORM:

COLORADO SPRINGS POLICE DEPARTMENT


City Attorney

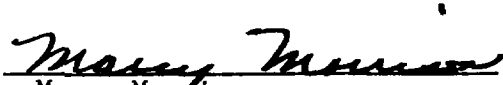
8/22/88

By: 

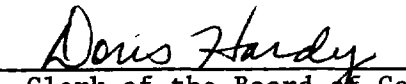
James Munger, Chief of Police

COUNTY OF EL PASO, STATE OF COLORADO,
BY AND THROUGH ITS BOARD OF COUNTY
COMMISSIONERS

ATTEST:

By: 

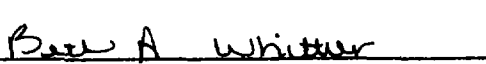
Marcy Morrison
Chairperson

By: 

Clerk of the Board of County
Commissioners

APPROVED AS TO FORM:

EL PASO COUNTY SHERIFF'S OFFICE


County Attorney

By: 

Bernard J. Barry, Sheriff

R66W
R65W

R65W
R64W

T13S

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T13S
T14S

T14S
T15S

EXHIBIT MAP
OF ANNEXED LAND
LOCATED IN T12S,R65W;
T13S,R65W;T14S,R64W;
T14S,R65W;AND IN
T15S,R65W, ALL OF THE
6TH P.M.,
COUNTY OF EL PASO
STATE OF COLORADO

R65W
R64W

LEGEND

ARIES ANNEXED LAND

ARIES ANNEXED LAND

DANIEL LEWIS RANCH

EXHIBIT A

EXHIBIT K

INTERGOVERNMENTAL AGREEMENT

This Agreement is made as of the 17th day of ^{August}~~July~~, 1987 between the FOUNTAIN SANITATION DISTRICT, a Colorado quasi-municipal corporation ("FSD"), and the COLORADO CENTRE METROPOLITAN DISTRICT, a Colorado quasi-municipal corporation ("CCMD"). The Parties agree as follows:

Recitals

A. FSD owns and operates a wastewater treatment plant and collection system ("the FSD Facilities") in El Paso County, Colorado, and provides wastewater treatment services to customers located within its district boundaries.

B. CCMD owns and operates a wastewater collection system ("the CCMD Facilities") and is the designated provider of wastewater treatment services to customers located within its district boundaries.

C. The Parties desire to enter into an intergovernmental agreement whereby FSD will provide bulk out-of-district wastewater treatment services to CCMD on the terms and conditions set forth herein.

Terms and Conditions

1. Definitions. When used in this Agreement, the following terms shall have the following definitions:

a. "CCMD" means the quasi-municipal corporation and political subdivision organized and acting pursuant to the provisions of Article 1 of Title 32, C.R.S., known and recorded as the Colorado Centre Metropolitan District, as same exists as of the date of this agreement or as may be expanded through inclusions at a later time.

b. "Fifteen Inch Line" means the fifteen inch diameter outfall sewer line under construction by Smartt Construction Company from Iowa Street to Wilson Road where it will be connected to the Ten Inch Line.

c. "Force Main" means the force main sewer line to be constructed by CCMD from its lift station in the vicinity of Marksheffel Road and Fountaine Boulevard to Iowa Street where it will be connected to the Fifteen Inch Line.

d. "FSD" means the quasi-municipal corporation and political subdivision organized and acting pursuant to the provisions of Article 1 of Title 32, C.R.S., known and recorded as the Fountain Sanitation District, as same exists as of the date of this agreement or as may be expanded through inclusions at a later time.

e. "Little Ranches Lift Station" means the lift station owned by FSD located west of Old Pueblo Road at Wilson Road.

f. "Regional Interceptor" means the regional sewer interceptor line proposed in connection with the Regional Plant.

g. "Regional Plant" means the regional wastewater treatment plant proposed by the Lower Fountain Metropolitan Sewage Disposal District ("LFMSDD") or such other regional wastewater treatment plant that may be constructed instead.

h. "Ten Inch Line" means the ten inch and twelve inch diameter outfall sewer line which runs from the Little Ranches Lift Station Easterly in Wilson Road.

2. Fifteen Inch Line/Wastewater Treatment.

a. Subject to the terms and conditions of this Agreement, CCMD intends to construct and maintain the Force Main which will be connected to the Fifteen Inch Line. CCMD has entered into an agreement with Smartt Construction Company wherein CCMD has acquired partial ownership in the Fifteen Inch Line. It is the intent of CCMD and Smartt Construction Company to jointly dedicate the Fifteen Inch Line to FSD upon completion of said line to FSD's satisfaction.

b. In consideration of the dedication of the Fifteen Inch Line and the wastewater treatment charges set forth herein, FSD shall receive and treat the wastewater transported by CCMD through the Force Main until such time as the Regional Plant begins receiving and treating all of CCMD's wastewater through the Regional Interceptor.

c. Prior to delivering wastewater flows to FSD, CCMD shall install, at CCMD's expense, a flow monitoring meter at such location as may be mutually agreed by the parties for the purpose of measuring the amount of flows delivered to FSD by CCMD. Said flow monitoring meter shall be calibrated not less than annually by FSD which shall submit to CCMD a certified report each time the flow monitoring meter is calibrated. Said report shall certify that the flow monitoring meter has been checked and calibrated by a qualified inspector for proper operation and accuracy. CCMD may, if it so chooses, witness such calibration procedures by FSD and FSD shall give CCMD notice of when such calibration activities will be performed by FSD. The expenses of said reports and calibration shall be borne by CCMD. *CCMD further agrees to pay for any costs associated with the sampling of CCMD's wastewater for water quality parameters.*

d. CCMD shall be responsible for obtaining all right-of-way and required permits necessary for the construction and operation of the Force Main.

e. CCMD agrees to adopt the pretreatment regulations of FSD ~~so long as same are not more restrictive than the City of Colorado Springs.~~ CCMD further agrees to subsequently amend its

pretreatment regulations, as may be necessary from time to time, so as to remain consistent with FSD's pretreatment regulations. ~~so long as such regulations do not become more restrictive than those of the City of Colorado Springs. In the event that property within the boundaries of CCMD is annexed to the City of Colorado Springs, FSD agrees that the pretreatment regulations of the City of Colorado Springs may be utilized by CCMD.~~ *P. 16*

3. Charges for Wastewater Treatment Service. CCMD shall pay to FSD a base charge of \$150.00 per month, together with an additional charge equal to \$1.35 per 1000 gallons of wastewater treated, (collectively, "the Service Charge") for actual wastewater treatment services during the remainder of 1987. The Service Charge shall be billed to CCMD on a monthly basis. Commencing on January 1, 1988, and on January 1 of every year thereafter during the term of this Agreement, the Service Charge shall be readjusted in accordance with the formula set forth on the attached Exhibit A. Said readjustment shall be determined not later than September 1st of each year in order to enable the Parties to properly budget for same.

4. Expansion of Certain FSD Facilities. In the event that the Fifteen Inch Line, Lift Station, Ten Inch Line and/or existing wastewater treatment plant ("the Plant") reach capacity and require expansion in order to provide additional wastewater treatment desired by CCMD prior to such time as the Regional Plant begins receiving and treating all of CCMD's wastewater, CCMD agrees to comply with the Rules and Regulations of FSD then in effect with regard to paying for any such expansions unless otherwise agreed by the Parties. CCMD acknowledges that said Rules and Regulations may require CCMD to pay for such expansions.

5. Reservation of Return Flows. Upon the delivery of wastewater to FSD, CCMD shall have the exclusive right to reuse, successively use, and dispose of by sale, lease, use or otherwise, the water remaining after treatment of said wastewater pursuant to this Agreement until the same are completely consumed. Such rights are described by reference to C.R.S. Subsection 37-82-106 and are hereinafter referred to as Reuse Rights. FSD agrees not to claim any Reuse Rights in connection with CCMD's wastewater and CCMD agrees to indemnify and hold FSD harmless from and against any and all liability, loss or damage that FSD may suffer as a result of claims, demands, costs or judgments arising out of or in connection with said Reuse Rights. CCMD agrees to pay for costs that are associated and required in metering or otherwise calculating said Reuse Rights that are in excess of FSD's normal discharge monitoring costs.

6. Peaceful Valley Lagoon. In the event that FSD includes the area presently served by the Peaceful Valley Lagoon, or otherwise agrees to serve that area, CCMD shall permit FSD or the developer of Peaceful Valley to connect a sewer line to the CCMD wastewater collection system, on such terms and in such manner as is approved by CCMD. CCMD shall not be responsible for any of the costs of constructing or connecting such sewer line to the CCMD system.

7. Design of Regional Interceptor. In order to expedite the development of the Regional Plant, CCMD (either on its own or in cooperation with representatives of the Banning Lewis Ranch) will commence preliminary design of a portion of the Regional Interceptor line from the boundary of CCMD to Iowa Street.

8. Indemnification. CCMD hereby indemnifies and agrees to hold FSD harmless from and against any and all liability, loss or damage that FSD may suffer as a result of claims, demands, costs or judgments arising out of or in connection with the construction or operation of its system, specifically the failure of CCMD's customers to comply with the pretreatment regulations called for in Paragraph 2.e. hereof. FSD hereby indemnifies and agrees to hold CCMD harmless from and against any and all liability, loss or damage that CCMD may suffer as a result of claims, demands, costs or judgments arising out of or in connection with the construction or operation of the Fifteen Inch Line, the Lift Station, the Ten Inch Line and the Plant.

9. Payment. CCMD agrees that all payments due hereunder, including, but not necessarily limited to, charges for wastewater treatment service and flow monitoring costs, shall be paid to FSD by CCMD not later than thirty (30) days after receipt of billing for same from FSD. If any payment or any part thereof due FSD from CCMD shall remain unpaid following its due date, CCMD shall be charged with and will pay to FSD interest on the amount unpaid from its due date until paid at the rate of one percent (1%) per month (or fraction thereof). The obligation to pay shall be enforceable by FSD by appropriate action, suit or proceeding at law or in equity, and FSD may have and may pursue any and all remedies provided by law for the enforcement of such obligation.

10. Ownership. Notwithstanding any other provision of this Agreement, FSD shall at all times remain the owner and operator of the FSD Facilities, including the Fifteen Inch Line and all easements therefor, and CCMD shall at all times remain the owner and operator of the CCMD Facilities, including the Force Main and the easements therefor.

11. Wastewater Service. Nothing herein shall be interpreted as to require CCMD to actually utilize the Plant, Fifteen Inch Line, Ten Inch Line and/or Lift Station. CCMD reserves the right to utilize the wastewater treatment facilities, either in whole or in part, of other wastewater treatment providers, including, but not limited to, Widefield Water and Sanitation Company, City of Colorado Springs, LFMSDD, and Cherokee Water and Sanitation District, as well as CCMD's own facilities. So long as CCMD is connected to FSD's system, however, the monthly base charge shall be paid.

12. El Paso County. From and after the effective date of this Agreement, FSD agrees, upon request, to provide El Paso County with a letter committing to the acceptance of wastewater from CCMD as same may be required by the El Paso County Land Development Code for subdivision plat approvals.

13. Approvals. Each party shall cause its board of directors to adopt an appropriate resolution approving, authorizing and ratifying this Agreement. Each party shall provide the other Party with a certified copy of such resolution within 30 days after the date of this Agreement.

14. Assignment. This Agreement shall be for the benefit and use of FSD and CCMD, their assignees, transferees, successors and assigns.

15. Entire Agreement. This Agreement sets forth the entire agreement of the Parties concerning the subject hereof. No other promises, representations or warranties have been made by or to, or relied upon by, either Party.

Executed as of the date set forth above.

"FSD"

FOUNTAIN SANITATION DISTRICT,
a Colorado quasi-municipal
corporation

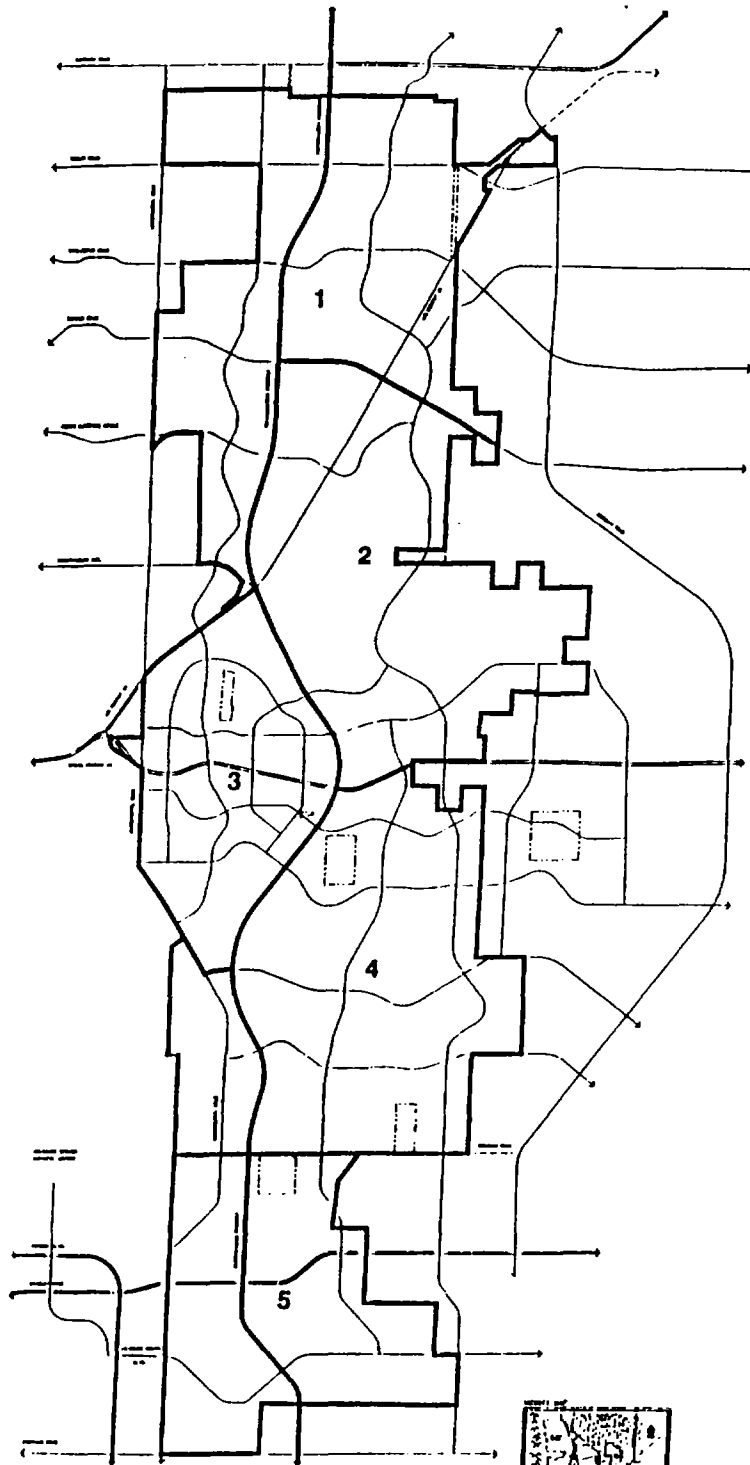
By: Harold D. Thompson
Its: PRESIDENT

"CCMD"

COLORADO CENTRE METROPOLITAN
DISTRICT, a Colorado quasi-
municipal corporation

By: Joseph L. Davis
Its: PRESIDENT

EXHIBIT M

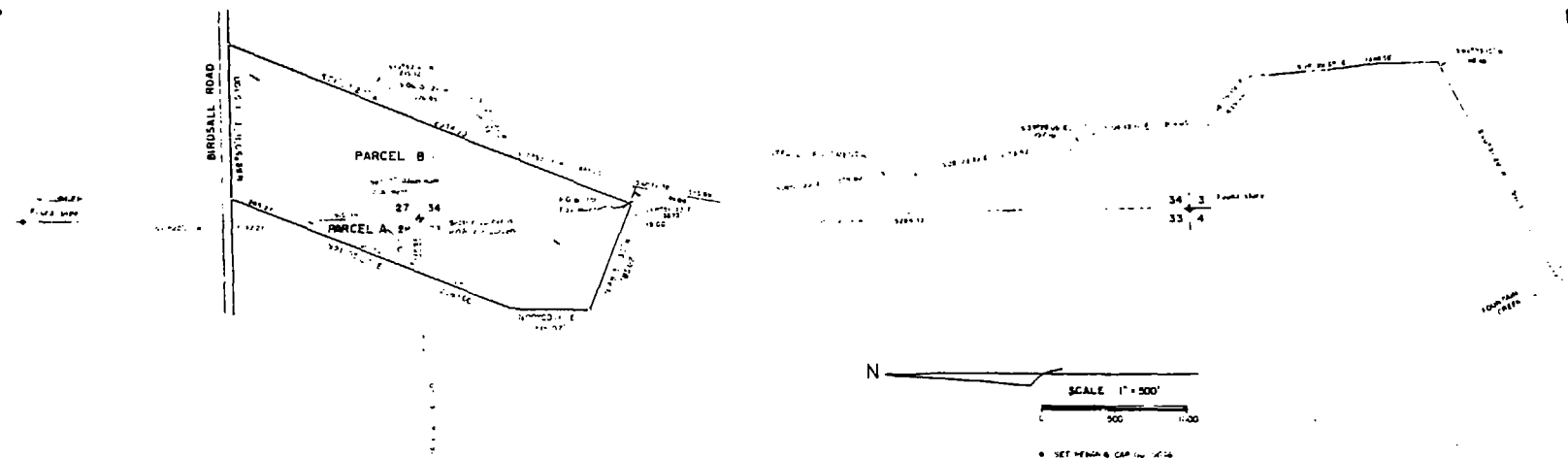


ELECTRICAL DISTRIBUTION AREAS
BANNING-LEWIS RANCH



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EXHIBIT L



PARCEL A
East portion of Section 26, Township 16 South, Range 67 West of the 6th P.M. in El Paso County, Colorado, described as follows:
beginning at the Southeast corner of said Section 26; thence North 01°22'51" West on the East line of said Section 26, 117.44 feet; thence South 21°03'27" West, 591.72 feet to intersect the South line of said Section 26; thence North 88°26'06" East on said South line, 174.52 feet to the Point of Beginning, containing 3.978 Acres, more or less.

PARCEL B
West portion of Sections 27, 34, and 33, Township 16 South, Range 67 West of the 6th P.M. in El Paso County, Colorado, described as follows:
beginning at the Southwest corner of said Section 27; thence North 01°22'51" West on the West line of said Section, 915.44 feet; thence North 21°03'27" East, 345.27 feet to a point on the South line of said Section 27; thence North 88°26'06" East on said South line, 174.52 feet to intersect the South line of said Section 27; thence North 01°22'51" West on the West line of said Section 27, 915.44 feet to the Point of Beginning, containing 3.978 Acres, more or less.

OUTFALL EASEMENT
A 30 foot easement over and across portions of section 34, Township 16 South, Range 67 West of the 6th P.M. and Sections 3 and 8, Township 17 South, Range 65 West of the 6th P.M. in El Paso County, said easement being 15 feet wide side of a center line described as follows:
Commencing at the west Southern corner of Parcel A described above; thence South 21°03'27" East on the westerly line thereof, 117.44 feet to the Point of Beginning of the centerline to be described hereby; thence South 88°26'06" East, 133.72 feet to the flowing of an existing stream bed; thence along said stream bed for the next nine (9) courses; 1) thence South 10°22'36" West, 549.84 feet; 2) thence South 10°22'36" East, 1374.81 feet; 3) thence South 08°23'18" East, 1075.52 feet; 4) thence South 21°28'05" East, 187.15 feet; 5) thence South 04°23'11" East, 804.05 feet; 6) thence South 48°25'02" East, 439.27 feet; 7) thence South 04°39'55" East, 1344.58 feet; 8) thence South 62°23'15" West, 16.16 feet; 9) thence South 60°31'20" West, 1591 feet, more or less to the centerline of Fountain Creek and the terminus of this centerline.

PROPERTY SURVEY
I, Christopher Brewer, do hereby state that on November 20, 1986 a survey was made of the above legal descriptions. The property corners were found and/or set as shown above. The points were set and measured accurately according to the Records and conditions as filed in the Records of El Paso County, Colorado, to the best of my knowledge and belief.

Registered Land Surveyor

NOTICE: According to law you must commence any legal action based upon any defect in this survey within six years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date shown hereon.

LOWER FOUNTAIN METRO DISTRICT

Revised 1-23-97 Parcel B & D Quilt Easement
berge-brewer & associates, inc.
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PHONE (719) 594-1111
ENGINEERS PLANNERS SURVEYORS
FILE NO.