

RESOLUTION NO. 150-19

A RESOLUTION APPROVING AN AMENDED AND
RESTATED SERVICE PLAN FOR THE SANDS
METROPOLITAN DISTRICT NOS. 1-3

WHEREAS, Section 32-1-207, C.R.S., provides that no special district may materially modify its service plan except upon petition to the governing body of the municipality within which the special district lies and adoption of a resolution of approval by such governing body; and

WHEREAS, on July 10, 2018, City Council entered into an intergovernmental agreement with the Sands Metropolitan District Nos. 1-4 by Resolution No. 76-18, which addresses the schedule, process and terms under which the Sands Metropolitan District Nos. 1, 2, and 3 will transition to the City of Colorado Springs as their approving authority; and

WHEREAS, The Sands Metropolitan District Nos. 1-4 have petitioned the City to approve an Amended and Restated Service Plan for The Sands Metropolitan District Nos. 1-3 ("Amended and Restated Service Plan"); and

WHEREAS, the petitioner submitted for review and City Council reviewed the Amended and Restated Service Plan; and

WHEREAS, City Council considered this Amended and Restated Service Plan, as well as all other testimony and evidence presented at a properly noticed and duly held public hearing on December 10, 2019, to determine whether to approve the proposed Amended and Restated Service Plan for The Sands Metropolitan District Nos. 1-3.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF COLORADO SPRINGS:**

Section 1. The above and foregoing recitals are incorporated herein by reference and are adopted as findings and determinations of the City Council.

Section 2. Council hereby finds that approval of the Amended and Restated Service Plan is in the best interests of the City and the District.

Section 3. The Amended and Restated Service Plan as attached in Exhibit 1 hereto and incorporated by reference herein is hereby approved.

DATED at Colorado Springs, Colorado, this 10th day of December, 2019.



Council President

ATTEST:



Sarah B. Johnson, City Clerk



**AMENDED AND RESTATED SERVICE PLAN
FOR
THE SANDS METROPOLITAN DISTRICT NOS. 1 – 3
IN THE CITY OF COLORADO SPRINGS, COLORADO**

Prepared

by

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November 1, 2019

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EXHIBIT D	Description of Permitted Services to be Provided by the Districts
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I. INTRODUCTION

A. History, Purpose and Intent

On October 4, 2016, by Resolution 16-349, the Board of County Commissioners ("Board") of El Paso County, Colorado ("County") approved the final version of the Service Plan (the "Service Plan" or "Original Service Plan") for The Sands Metropolitan District Nos. 1-4 ("Sands Districts 1-4").

Since the time of formation and organization of the Districts in the County, the proponents for the organization of the Districts and primary landowners of property in District Nos. 1, 2 and 3 submitted petitions for annexation into the City of Colorado Springs (the "City") and worked with the City on the best method for providing services and public improvements to the property within the Districts. By Ordinance Nos. 18-58, 18-59, 18-60, 18-61, 18-62, 18-63 and 18-64, all finally passed by the City Council on July 10, 2018, the City formally annexed into the City the real property encompassing The Sands Metropolitan District Nos. 1-3 (the "Sands Districts 1-3"). Additionally, by Resolution 76-18, also adopted on July 10, 2018, the City Council approved that certain Intergovernmental Agreement dated as of June 6, 2018 ("City IGA") by and between the City and the Sands Districts 1-3. Pursuant to the IGA, within three (3) years of the effective date of the annexation, the Sands Districts 1-3 was required to take the necessary steps to transfer the approval authority for the Sands Districts 1-3, and any property annexed to the City, from the County to the City. Also pursuant to the IGA, upon transfer of the approval authority status to the City, the Sands Districts 1-3 have agreed to adopt the City's Model Service Plan, with the Maximum Mill Levies provided for in the IGA. This Amended and Restated Service Plan (the "Amended and Restated Service Plan" or the "Service Plan") is therefore submitted to formalize the directives outlined in the IGA and to now transfer the approval authority and authorizing jurisdiction of the Sands Districts 1-3 from the County to the City.

This Amended and Restated Service Plan is submitted pursuant to §§ 32-1-201, et seq., C.R.S., as amended, (the "Special District Act") and the requirements of the City. As noted, the purposes of this Amended and Restated Service Plan are two-fold: (1) to update the Service Plan with regard to the Sands Districts 1-3 due to annexation of the property, and (2) transfer of the approval authority status to the City.

The Districts are independent units of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, their activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements.

The Districts are not being created to provide ongoing operations and maintenance services other than those specifically set forth in Exhibit D to this Service Plan.

B. Need for the Districts

There are currently no other governmental entities, including the City, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the Districts is, therefore, necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding Districts Service Plan

The City's objective in approving the Service Plan for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation, and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the Districts. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from Taxable Property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.A.11. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only as specified in Exhibit D to this Service Plan.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if any District has authorized operating functions under an intergovernmental agreement (IGA) with the City, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from tax revenue collected from a mill levy which shall not exceed the Maximum Debt Mill Levy in any District and which shall not exceed the Maximum Debt Mill Levy Imposition Term in Residential Districts. It is the intent of this Service Plan to assure to the extent possible that no property in any District bears an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount, and that no property in a Residential District bears an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the costs of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: a Master Plan and other more detailed land use approvals established by the City for identifying, among other things, Public Improvements necessary for facilitating the development of property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

Board: the board of directors of one District or the boards of directors of all Districts, in the aggregate.

Bond, Bonds or Debt: bonds or other obligations for the payment of which any District has promised to impose an ad valorem property tax mill levy.

City: the City of Colorado Springs, Colorado.

City Code: the City Code of the City of Colorado Springs, Colorado.

City Council: the City Council of the City of Colorado Springs, Colorado.

Commercial District: District No. 3, containing property classified for assessment as nonresidential. (NOTE: all districts which include or are expected to include any residential property must be defined as Residential Districts and not a Commercial District).

Debt: any bond, note debenture, contract or other multiple-year financial obligation of a District which is payable in whole or in part from, or which constitutes a lien or encumbrance on the proceeds of ad valorem property tax imposed by a District.

Debt to Actual Market Value Ratio: the ratio derived by dividing the then-outstanding principal amount of all Debt of the District by the actual market valuation of the taxable property of the District, as such actual market valuation is certified from time to time by the appropriate county assessor.

District Boundaries: the boundaries of the area described in the District Boundary Maps.

District Boundary Map: the map attached hereto as Exhibit C-1, describing the Districts' initial boundaries.

District No. 1: The Sands Metropolitan District No. 1.

District No. 2: The Sands Metropolitan District No. 2.

District No. 3: The Sands Metropolitan District No. 3.

District or Districts: any one or all of the District Nos. 1 through 3 inclusive.

End User: means any owner, or tenant of any owner, of any taxable improvement within the District, who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: a consultant that: (1) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (2) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (3) is not an officer of the District.

Fees: means any fee imposed by the District for services, programs or facilities provided by the District, as described in Section V.A.11. below.

Financial Plan: the Financial Plan described in Section VII which describes (a) how the Public Improvements are to be financed; (b) how the Debt is expected to be incurred; and (c) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: Not applicable.

Inclusion Area Boundary Map: Not applicable.

Maximum Debt Mill Levy: the maximum mill levy any of the Districts is permitted to impose for payment of Debt as set forth in Section VI.E below.

Maximum Debt Mill Levy Imposition Term: the maximum term for imposition of a Debt Service mill levy in Residential Districts as set forth in Section VI.F below.

Maximum Operating Mill Levy: the maximum mill levy any of the Districts is permitted to impose for payment of operating and maintenance expenses as set forth in Section VI.J below.

Project: the development or property commonly referred to as the Sands Development.

Public Improvements: a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of one or more of the Districts.

Residential Districts: District Nos. 1-2, inclusive, containing property classified for assessment as residential. (NOTE: all districts which include or are expected to include any residential property must be defined as Residential Districts and not a Commercial District.)

Service Area: the property within the District Boundary Map.

Service Plan: the amended and restated service plan for the Districts approved by City Council.

Service Plan Amendment: a further amendment to the Service Plan approved by City Council in accordance with the City's ordinance and the applicable State law.

Special District Act: Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: the State of Colorado.

III. **BOUNDARIES**

The total area of the District Boundaries includes approximately 114 acres. A legal description of the District Boundaries is attached hereto as Exhibit A. A map of the District Boundaries is attached hereto as Exhibit C-1. A vicinity map is attached hereto as Exhibit B. It is anticipated that the District's Boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., CRS, and Section 32-1-501, et seq., CRS, subject to the limitations set forth in Article V below.

IV. **PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION**

The Service Area consists of approximately 114 acres of developable land. The current assessed valuation of the Service Area is \$0.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the Districts at build-out is estimated to be approximately 780 people (312 residential units times 2.5 persons per unit).

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the Districts nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. **DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES**

A. **Powers of the Districts and Service Plan Amendment**

The Districts shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the Districts as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. **Operations and Maintenance Limitation.** The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop, and finance the Public

Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall not be authorized to operate and maintain any part or all of the Public Improvements after such dedication, including park and recreation improvements, unless the provision of such ongoing operation and maintenance is specifically identified in Exhibit D attached hereto. In the City's sole discretion, an IGA between the City and the District may be required in order to better describe the conditions under which these permitted services will be provided by the District. If the Districts are authorized to operate and maintain certain park and recreation improvements set forth in Exhibit D, any fee imposed by the Districts for access to such park and recreation improvements shall not result in non-District residents paying a user fee that is greater than, or otherwise disproportionate to, similar Fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with non-District residents to ensure that such costs are not the responsibility of the Districts residents. All such Fees shall be based upon the determination of the District imposing such fee that such fee does not exceed a reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails shall be open to the general public including non-District residents free of charge.

2. City Charter Limitations. In accordance with Article 7-100 of the City Charter, the Districts shall not issue any Debt instrument for any purpose other than construction of capital improvements with a public purpose necessary for development.

As further set forth in Article 7-100 of the City Charter, the total Debt of any proposed District shall not exceed 10 percent of the total assessed valuation of the taxable property within the District unless approved by at least a two-thirds vote of the entire City Council.

3. Use of Bond Proceeds and Other Revenue of the Districts Limitation. Proceeds from the sale of debt instruments and other revenue of Districts may not be used to pay landowners within the District for any real property required to be dedicated for public use by annexation agreements or land use codes. Examples of ineligible reimbursements include, but are not limited to: the acquisition of rights of way, easements, water rights, land for prudent line drainage, parkland, or open space, unless consent from the City Council is given. Proceeds from the sale of debt instruments and other revenue of the Districts also may not be used to pay for the construction of any utility infrastructure except for those categories of utility infrastructure covered by utility tariffs, rules, and regulations. Additionally, if the landowner/developer constructs the public infrastructure and conveys it to the District in return for a reimbursement obligation from the District, prior to making such reimbursement for such amounts, the District must receive the report of an independent engineer or accountant confirming that the amount of the reimbursement is reasonable.

4. Recovery Agreement Limitation. Should the Districts construct infrastructure subject to a recovery agreement with the City or other entity, the Districts retain all benefits under the recovery agreement. Any subsequent reimbursement for public improvements installed or financed by the Districts will remain the property of the Districts to be applied toward repayment of their Debt, if any. Any reimbursement revenue not necessary to repay the Districts

Debt may be utilized by the District to construct additional public improvements permitted under the approved Service Plan.

5. Construction Standards Limitation. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The Districts will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt for capital related costs, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the Districts' Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), CRS) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City Council.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt Limitation. On or before the date on which there is an Approved Development Plan, the District shall not (a) issue any Debt, (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds, or (c) impose and collect any Fees used for the purpose of repayment of Debt.

10. Total Debt Issuance Limitation. The issuance of all bonds or other debt instruments of Districts shall be subject to the approval of the City Council. City Council's review of the bonds or other debt instruments of the Districts shall be conducted to ensure compliance with the Service Plan and all applicable laws. District No. 1, District No. 2 and District No. 3, whether separately or combined, shall not issue Debt in an aggregate principal

amount in excess of \$28,540,103, provided that the foregoing shall not include the principal amount of Debt issued for the purpose of refunding or refinancing lawfully issued Debt.

11. Fee Limitation. The District may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the District.

12. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or nonprofit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

13. Consolidation Limitation. The Districts shall not file a request with any court to consolidate with another Title 32 district without the prior written consent of the City.

14. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, CRS. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy or, for Residential Districts, the Maximum Debt Mill Levy Imposition Term, shall be deemed a material departure from this Service Plan pursuant to Section 32-1-207, CRS and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

15. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous amendments. While the assumptions upon which this Service Plan are generally based are reflective of an Approved Development Plan for the property within the Districts, the cost estimates and Financing Plan are sufficiently

flexible to enable the Districts to provide necessary services and facilities without the need to amend this Service Plan as development plans change. Modification of the general types of services and facilities, and changes in proposed configurations, locations, or dimensions of various facilities and improvements shall be permitted to accommodate development needs consistent with then-current Approved Development Plans for the property. Actions of the Districts which violate the limitations set forth in V.A.1-12 above or in VI.B-F. shall be deemed to be material departures from this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

16. Eminent Domain Powers Limitation. Currently, the District does not expect to use the power of eminent domain. The District shall not exercise the power of eminent domain except upon the prior written consent of the City.

B. Preliminary Engineering Survey

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the Districts, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the Approved Development Plan on the property in the Service Area and is approximately \$16,252,083.

The Districts shall be permitted to allocate costs between such categories of the Public Improvements as deemed necessary in their discretion.

All of the Public Improvements described herein will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. All descriptions of the Public Improvements to be constructed, and their related costs, are estimates only and are subject to modification as engineering, development plans, economics, the City's requirements, and construction scheduling may require. Upon approval of this Service Plan, the Districts will continue to develop and refine cost estimates contained herein and prepare for issuance of Debt. All cost estimates will be inflated to then-current dollars at the time of the issuance of Debt and construction. All construction cost estimates assume construction to applicable local, State or Federal requirements.

C. Multiple District Structure

It is anticipated that the Districts, collectively, will undertake the financing and construction of the Public Improvements. The nature of the functions and services to be provided by each District shall be clarified in an IGA between and among the Districts. The maximum term of such IGA shall be forty (40) years from its effective date. All such agreements will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of this Service Plan. Implementation of such IGA is essential to the orderly implementation of this Service Plan. Accordingly, except

as may be otherwise provided in such IGA, any determination of any one of the Board of Directors to set aside at the Agreement without the consent of all of the Board of Directors of the other Districts shall be a material modification of the Service Plan. Said IGA may be amended by mutual agreement of the Districts without the need to amend this Service Plan.

VI. FINANCIAL PLAN

A. General

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenue and by and through the proceeds of Debt to be issued by the Districts. The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay from revenue derived from the Maximum Debt Mill Levy and other legally available revenue, within the Maximum Debt Mill Levy Term for Residential Districts. The total Debt that the Districts shall be permitted to issue shall not exceed the total Debt issuance limitation set forth in Section V.A.10 hereof, and shall be permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the Districts may be payable from any and all legally available revenue of the Districts, including general ad valorem taxes to be imposed upon all taxable property of the Districts. The Districts will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in the Special District Act or other State statutes. No Districts will be allowed to impose a sales tax.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. The proposed maximum interest rate on any Debt is not expected to exceed 18%. The proposed maximum underwriting discount will be 5%. Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. No-Default Provisions

Debt issued by a District shall be structured so that failure to pay debt service when due shall not of itself constitute an event of default or result in the exercise of remedies. The foregoing shall not be construed to prohibit events of default and remedies for other occurrences including, without limitation, (1) failure to impose or collect the Maximum Debt Mill Levy or such portion thereof as may be pledged thereto, or to apply the same in accordance with the terms of the Debt, (2) failure to impose or collect other revenue sources lawfully pledged to the payment thereof or to apply the same in accordance with the terms of the Debt, (3) failure to abide by other covenants made in connection with such Debt, or (4) filing by a District as a debtor under any bankruptcy or other applicable insolvency laws. Notwithstanding the foregoing, Debt will not be structured with a remedy which requires the District to increase the Maximum Debt Mill Levy in any District or, in Residential Districts, the Maximum Debt Mill Levy Imposition Term.

D. Eligible Bondholders

All District bonds or other debt instrument, if not rated as investment grade, must be issued in minimum denominations of \$100,000 and sold only to either accredited investors as defined in rule 501 (a) promulgated under the Securities Act of 1933 or to the developer(s) of property within the District.

E. Maximum Debt Mill Levy

The Maximum Debt Mill Levy shall be the maximum mill levy a District is permitted to impose upon the taxable property of the Districts for payment of Debt, and shall be determined as follows:

1. For Residential Districts the Maximum Debt Mill Levy shall be calculated as follows:

(a) Pursuant to Section 4 of the IGA, the Maximum Debt Mill Levy for District No. 1 and District No. 2 shall be 40 mills; provided that if, on or after January 1, 2006, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board of the issuing District in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenue generated by the mill levy, as adjusted for changes occurring after January 1, 2006, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) At such time as the Debt to Actual Market Value Ratio within a Residential District is equal to or less than three percent (3%), the Board of that Residential District may request City Council approval for the right to pledge such mill levy as is necessary to pay the Debt service on such Debt, without limitation of rate. At the time of such request, a majority of the members of the Board must consist of homeowners owning property within the District. Once Debt has been determined to meet the above criterion, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, such District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in such District's Debt to Actual Market Value Ratio.

2. For the Commercial District (District No. 3) the Maximum Debt Mill Levy shall be calculated as follows:

(a) The Maximum Debt Mill Levy shall be 50 mills; provided that if, on or after January 1, 2006, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board of the issuing District in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenue generated by the mill levy, as adjusted for changes occurring after January 1, 2006, are neither diminished nor enhanced as a

result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

To the extent that the Districts are composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, CRS, the term "District" as used in this Section VI.E. shall be deemed to refer to the District and to each such sub district separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this Section VI.E.

F. Maximum Debt Mill Levy Imposition Term

Residential Districts shall not impose a Debt Service mill levy which exceeds 40 years after the year of the initial imposition of such Debt Service mill levy unless (1) a majority of the Board of Directors of the District imposing the mill levy are residents of such District, and (2) such Board has voted in favor of issuing Debt with a term which requires or contemplates the imposition of a Debt service mill levy for a longer period of time than the limitation contained herein. There shall be no Maximum Debt Mill Levy Imposition Term in the Commercial District (District No. 3).

G. Debt Repayment Sources

Each of the Districts may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The Districts may also rely upon various other revenue sources authorized by law. At the Districts discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(I), CRS, as amended from time to time. In no event shall the debt service mill levy in any District exceed the Maximum Debt Mill Levy or, for Residential Districts, the Maximum Debt Mill Levy Imposition Term.

H. Debt Instrument Disclosure Requirement

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons including, but not limited to, a developer of property within the boundaries of the Districts.

I. Security for Debt

No Debt or other financial obligation of any Districts will constitute a debt or obligation of the City in any manner. The faith and credit of the City will not be pledged for the repayment of any Debt or other financial obligation of any Districts. This will be clearly stated on all offering circulars, prospectuses, or disclosure statements associated with any securities issued by any Districts. Districts shall not utilize the City of Colorado Springs' name in the name of the District.

J. Maximum Operating Mill Levy

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget is estimated to be \$100,000 which is anticipated to be derived from property taxes and other revenue.

The Maximum Operating Mill Levy for the payment of the Districts operating and maintenance expenses shall be 10 mills; provided that if, on or after January 1, 2006, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such operating and maintenance expenses may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenue generated by the mill levy, as adjusted for changes occurring after January 1, 2006, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

K. Developer Financial Assurances

The mere existence of the District will not be considered a substitute for financial assurances required under applicable City land use ordinances and regulations.

VII. ANNUAL REPORT

A. General

Each of the Districts shall be responsible for submitting an annual report to the Director of the City's Budget Department no later than August 1 of each year following the year in which the Order and Decree creating the District has been issued. The Districts may cooperate in the creation and submittal of the report, provided the presentation of information in the report clearly identifies the applicable information pertaining to each District.

B. Reporting of Significant Events

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.

2. Intergovernmental agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.

3. Copies of the Districts' rules and regulations, if any, as of December 31 of the prior year.

4. A summary of any litigation which involves the any District's Public Improvements as of December 31 of the prior year.

5. Status of the Districts' construction of the Public Improvements as of December 31 of the prior year.

6. A list of all facilities and improvements constructed by the Districts that have been dedicated to and accepted by the City as of December 31 of the prior year.

7. The assessed valuation of the Districts for the current year.

8. Current year budget including a description of the Public Improvements to be constructed in such year.

9. Audit of the Districts' financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

10. Notice of any uncured events of noncompliance by the Districts under any Debt instrument which continue beyond a 90-day period.

11. Any inability of the Districts to pay their obligations as they come due, in accordance with the terms of such obligations, which continue beyond a 90-day period.

12. Copies of any Certifications of an External Financial Advisor provided as required by the Privately Placed Debt Limitation provision.

VIII. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the Districts were created have been accomplished, the Districts agree to file petitions in the appropriate District Court for dissolution pursuant to the applicable State statutes. In no event shall a dissolution occur until the Districts have provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

IX. DISCLOSURE TO PURCHASERS

The Districts will use reasonable efforts to assure that all developers of the property located within the Districts provide written notice to all purchasers of property in the Districts regarding the Maximum Debt Mill Levy, as well as a general description of the Districts' authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be

substantially in the form of Exhibit E hereto; provided that such form may be modified by the District so long as a new form is submitted to the City prior to modification. Within 90 days of District formation, the District will record the approved Disclosure form with the El Paso County Clerk and Recorder against all property included in the District and a copy to the City Clerk's Office.

X. CONCLUSION

It is submitted that this Service Plan for the Districts, as required by Section 32-1-203(2), CRS, and Section 122-35 of the City Code, establishes that:

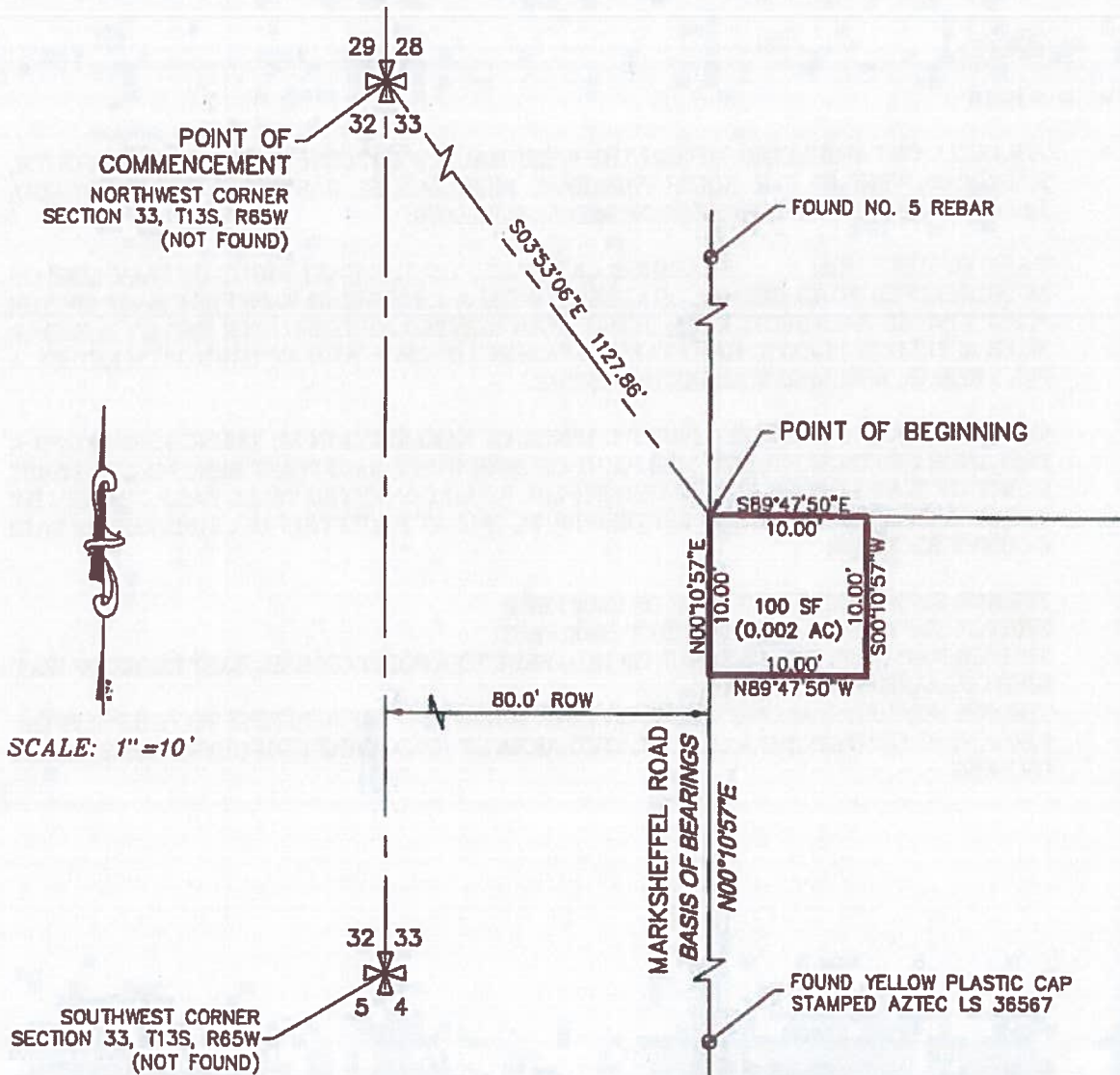
1. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;
2. The existing service in the area to be served by the Districts is inadequate for present and projected needs;
3. The Districts are capable of providing economical and sufficient service to the area within its proposed boundaries; and
4. The area to be included in the Districts does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.
5. Adequate service is not, and will not be, available to the area through the City or County or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.
6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), CRS.
7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.
8. The proposal is in compliance with any duly adopted City, regional or State long-range water quality management plan for the area.
9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A-1

Legal Descriptions for District Nos. 1, 2 and 3

THE SANDS METROPOLITAN DISTRICT

DISTRICT NO. 1



THE SANDS METROPOLITAN DISTRICT
DISTRICT NO. 1
JOB NO. 43-089
DATE PREPARED: JUNE 21, 2016
DATE REVISED: OCT. 30, 2019



102 E. Pikes Peak Ave., 5th Floor
Colorado Springs, CO 80903
PHONE: 719.555.5485

CIVIL CONSULTANTS, INC.

SHEET 1 OF 1

THE SANDS METRO DISTRICT - DISTRICT 1 LEGAL MAP 4/10/14



20 Boulder Crescent, STE 110
Colorado Springs, CO 80903
Mail to: PO Box 1360
Colorado Springs, CO 80901
v 719.955.5485

District 1

5-19-16

A PARCEL OF LAND LYING WITHIN THE WEST HALF OF SECTION 33, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

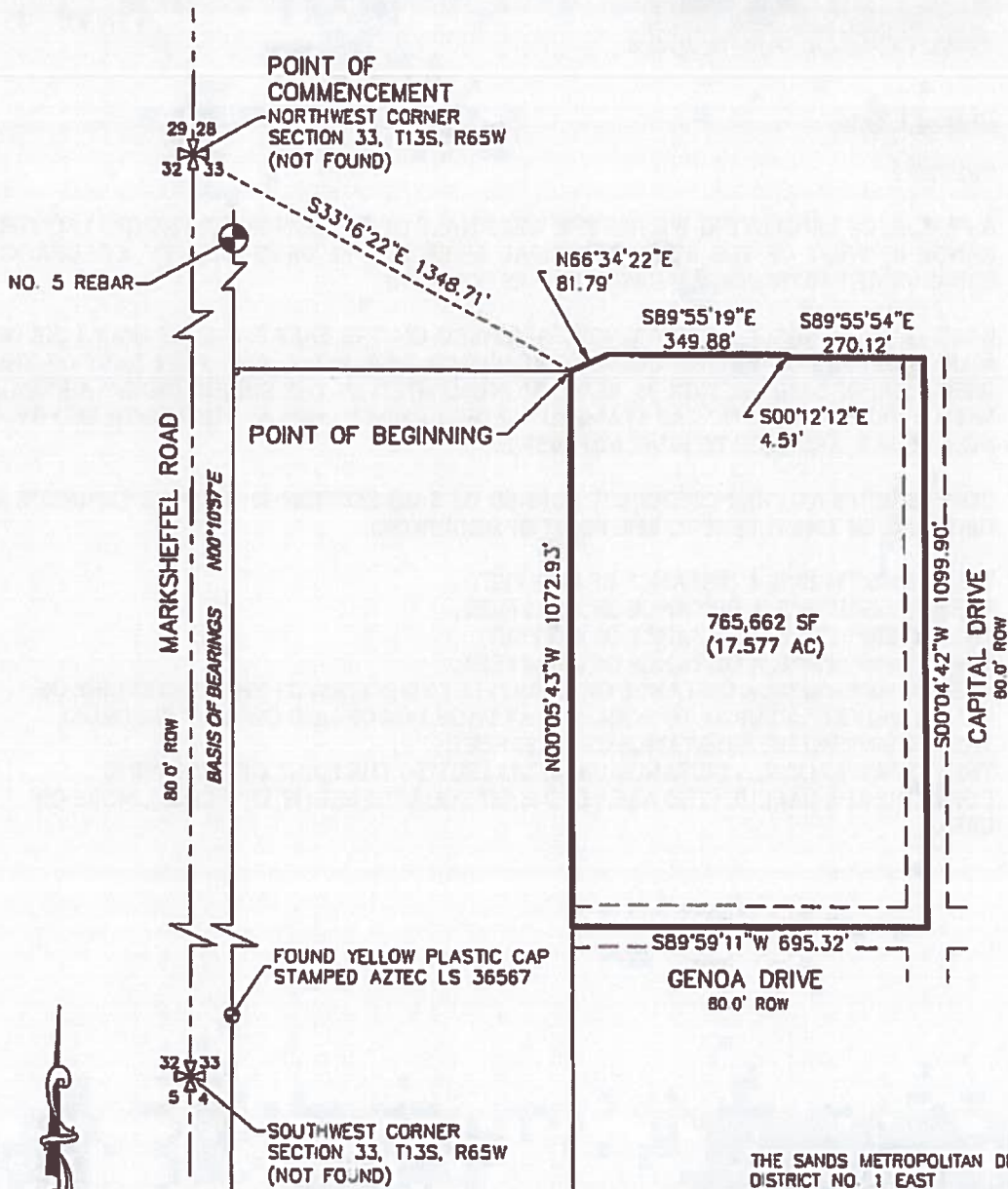
BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST RIGHT OF WAY LINE OF MARKSHEFFEL ROAD BEING COINCIDENT WITH A LINE BEING 80.00 FEET EAST OF THE WEST LINE OF SAID SECTION 33, BEING MONUMENTED AT THE SOUTH END BY A REBAR WITH A YELLOW PLASTIC CAP STAMPED "AZTEC LS 36567", AND AT THE NORTH END BY A NO. 5 REBAR, ASSUMED TO BEAR $N00^{\circ}10'57''E$.

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 33; THENCE $S03^{\circ}53'06''E$ A DISTANCE OF 1127.86 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF SAID MARKSHEFFEL ROAD CONVEYED TO EL PASO COUNTY BY WARRANTY DEED RECORDED SEPTEMBER 14, 2010 AT RECEPTION NO. 210107562 OF SAID COUNTY RECORDS;

THENCE $S89^{\circ}47'50''E$, A DISTANCE OF 10.00 FEET;
THENCE $S00^{\circ}10'57''W$, A DISTANCE OF 10.00 FEET;
THENCE $N89^{\circ}47'50''W$, A DISTANCE OF 10.00 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE OF MARKSHEFFEL ROAD;
THENCE $N00^{\circ}10'57''E$ ALONG SAID EAST LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING CONTAINING A CALCULATED AREA OF 100 SQUARE FEET (0.002 ACRES), MORE OR LESS.

THE SANDS METROPOLITAN DISTRICT

DISTRICT NO. 1 EAST



SCALE: 1" = 300'

THE SANDS METROPOLITAN DISTRICT
DISTRICT NO. 1 EAST
JOB NO. 43-089
DATE PREPARED: MARCH 29, 2019



20 BOULDER CRESCENT SUITE 110
COLORADO SPRINGS, CO 80903
PHONE: 719.555.5485

CIVIL CONSULTANTS, INC

SHEET 1 OF 1



20 Boulder Crescent, STE 110
Colorado Springs, CO 80903
Mail to: PO Box 1360
Colorado Springs, CO 80901
v 719.955.5485

District 1 East

03/29/2019

A PARCEL OF LAND LYING WITHIN THE WEST HALF OF SECTION 33, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

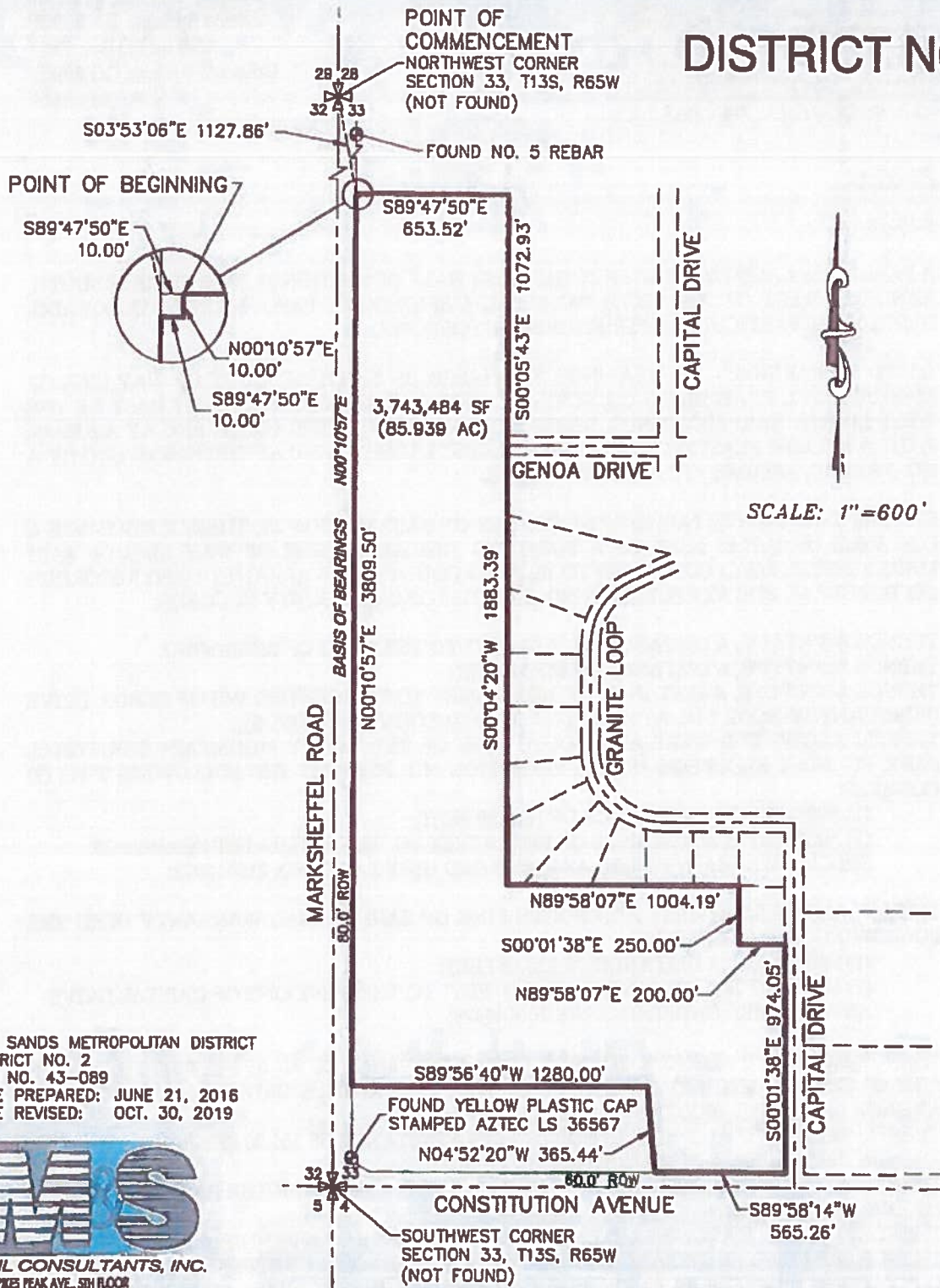
BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST RIGHT OF WAY LINE OF MARKSHEFFEL ROAD BEING COINCIDENT WITH A LINE BEING 80.00 FEET EAST OF THE WEST LINE OF SAID SECTION 33, BEING MONUMENTED AT THE SOUTH END BY A REBAR WITH A YELLOW PLASTIC CAP STAMPED "AZTEC LS 36567", AND AT THE NORTH END BY A NO. 5 REBAR, ASSUMED TO BEAR N00°10'57"E.

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 33; THENCE S33°16'22"E A DISTANCE OF 1348.71 FEET TO THE POINT OF BEGINNING;

THENCE N66°34'22"E, A DISTANCE OF 81.79 FEET;
THENCE S89°55'19"E, A DISTANCE OF 349.88 FEET;
THENCE S00°12'12"E, A DISTANCE OF 4.51 FEET;
THENCE S89°55'54"E, A DISTANCE OF 270.12 FEET;
THENCE S00°04'42"W, A DISTANCE OF 1099.90 FEET TO INTERSECT THE CENTERLINE OF GENOA DRIVE (PURSUANT TO BOOK 3863 AT PAGE 1414 OF SAID COUNTY RECORDS);
THENCE S89°59'11"W, A DISTANCE OF 695.32 FEET;
THENCE N00°05'43"W, A DISTANCE OF 1072.93 FEET TO THE POINT OF BEGINNING
CONTAINING A CALCULATED AREA OF 765,662 SQUARE FEET (17.577 ACRES), MORE OR LESS.

THE SANDS METROPOLITAN DISTRICT

DISTRICT NO. 2



THE SANDS METROPOLITAN DISTRICT
 DISTRICT NO. 2
 JOB NO. 43-089
 DATE PREPARED: JUNE 21, 2016
 DATE REVISED: OCT. 30, 2019



CIVIL CONSULTANTS, INC.
 102 E. Pikes Peak Ave., 5th Floor
 Colorado Springs, CO 80903
 PHONE: 719.555.5485



20 Boulder Crescent, STE 110
Colorado Springs, CO 80903
Mail to: PO Box 1360
Colorado Springs, CO 80901
v 719.955.5485

District 2

5-19-16

A PARCEL OF LAND LYING WITHIN THE WEST HALF OF SECTION 33, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST RIGHT OF WAY LINE OF MARKSHEFFEL ROAD BEING COINCIDENT WITH A LINE BEING 80.00 FEET EAST OF THE WEST LINE OF SAID SECTION 33, BEING MONUMENTED AT THE SOUTH END BY A REBAR WITH A YELLOW PLASTIC CAP STAMPED "AZTEC LS 36567", AND AT THE NORTH END BY A NO. 5 REBAR, ASSUMED TO BEAR $N00^{\circ}10'57''E$.

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 33; THENCE $S03^{\circ}53'06''E$ A DISTANCE OF 1127.86 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID MARKSHEFFEL ROAD CONVEYED TO EL PASO COUNTY BY WARRANTY DEED RECORDED SEPTEMBER 14, 2010 AT RECEPTION NO. 210107562 OF SAID COUNTY RECORDS;

THENCE $S89^{\circ}47'50''E$, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;
THENCE $S89^{\circ}47'50''E$, A DISTANCE OF 653.52 FEET;
THENCE $S00^{\circ}05'43''E$, A DISTANCE OF 1072.93 FEET TO THE CENTERLINE OF GENOA DRIVE (PURSUANT TO BOOK 3863 AT PAGE 1414 OF SAID COUNTY RECORDS);
THENCE ALONG THE WEST AND SOUTH LINE OF THE ROCKY MOUNTAIN INDUSTRIAL PARK FIL NO. 1 RECORDED UNDER RECEPTION NO. 202014735 THE FOLLOWING TWO (2) COURSES:

- (1) $S00^{\circ}04'20''W$, A DISTANCE OF 1883.39 FEET;
- (2) $N89^{\circ}58'07''E$, A DISTANCE OF 1004.19 FEET TO THE NORTHWEST CORNER OF SPECIAL WARRANTY DEED AS RECORDED UNDER REC. NO. 216016072;

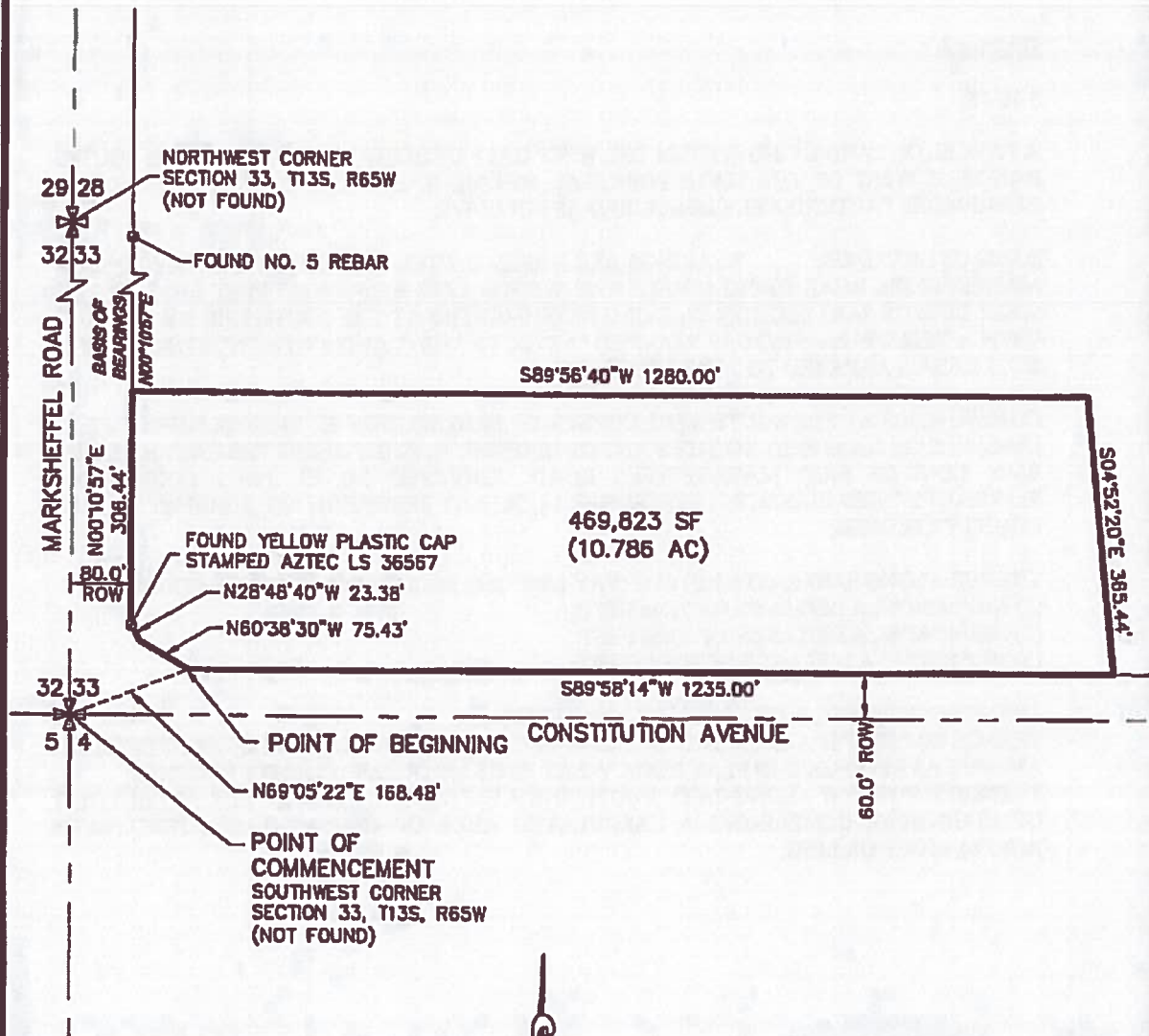
THENCE ALONG SAID WEST AND SOUTH LINE OF SAID SPECIAL WARRANTY DEED THE FOLLOWING TWO (2) COURSES:

- (1) $S00^{\circ}01'38''E$, A DISTANCE OF 250.00 FEET;
- (2) $N89^{\circ}58'07''E$, A DISTANCE OF 200.00 FEET TO THE WEST LINE OF CAPITAL DRIVE AS RECORDED UNDER REC. NO. 200144328;

THENCE $S00^{\circ}01'38''E$ ALONG SAID WEST LINE, A DISTANCE OF 974.05 FEET TO THE NORTH LINE OF CONSTITUTION AVENUE RIGHT OF WAY LINE AND RECORDED IN PLAT BOOK V-3 AT PAGE 169 OF THE RECORDS OF SAID COUNTY;
THENCE $S89^{\circ}58'14''W$ ALONG SAID NORTH LINE A DISTANCE OF 565.26 FEET;
THENCE $N04^{\circ}52'20''W$, A DISTANCE OF 365.44 FEET
THENCE $S89^{\circ}56'40''W$, A DISTANCE OF 1280.00 FEET TO A POINT ON THE EAST LINE OF SAID MARKSHEFFEL ROAD;
THENCE $N00^{\circ}10'57''E$ ALONG SAID EAST LINE, A DISTANCE OF 3809.50 FEET;
THENCE $S89^{\circ}47'50''E$, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING
CONTAINING A CALCULATED AREA OF 3,743,484 SQUARE FEET (85.939 ACRES), MORE OR LESS.

THE SANDS METROPOLITAN DISTRICT

DISTRICT NO. 3



SCALE: 1" = 200'

THE SANDS METROPOLITAN DISTRICT
 DISTRICT NO. 3
 JOB NO. 43-089
 DATE PREPARED: MAY 19, 2016



2000 LEXINGTON AVENUE, SUITE 100
 COLORADO SPRING, COLORADO 80909
 719.535.5555

THE SANDS METRO DISTRICT - DISTRICT NO. 3 (PART 2) SHEET 2 OF 2



CIVIL CONSULTANTS, INC.

20 Boulder Crescent, STE 110
Colorado Springs, CO 80903
Mail to: PO Box 1360
Colorado Springs, CO 80901
v 719.955.5485

District 3

5-19-16

A PARCEL OF LAND LYING WITHIN THE WEST HALF OF SECTION 33, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST RIGHT OF WAY LINE OF MARKSHEFFEL ROAD BEING COINCIDENT WITH A LINE BEING 80.00 FEET EAST OF THE WEST LINE OF SAID SECTION 33, BEING MONUMENTED AT THE SOUTH END BY A REBAR WITH A YELLOW PLASTIC CAP STAMPED "AZTEC LS 36567", AND AT THE NORTH END BY A NO. 5 REBAR, ASSUMED TO BEAR N00°10'57"E.

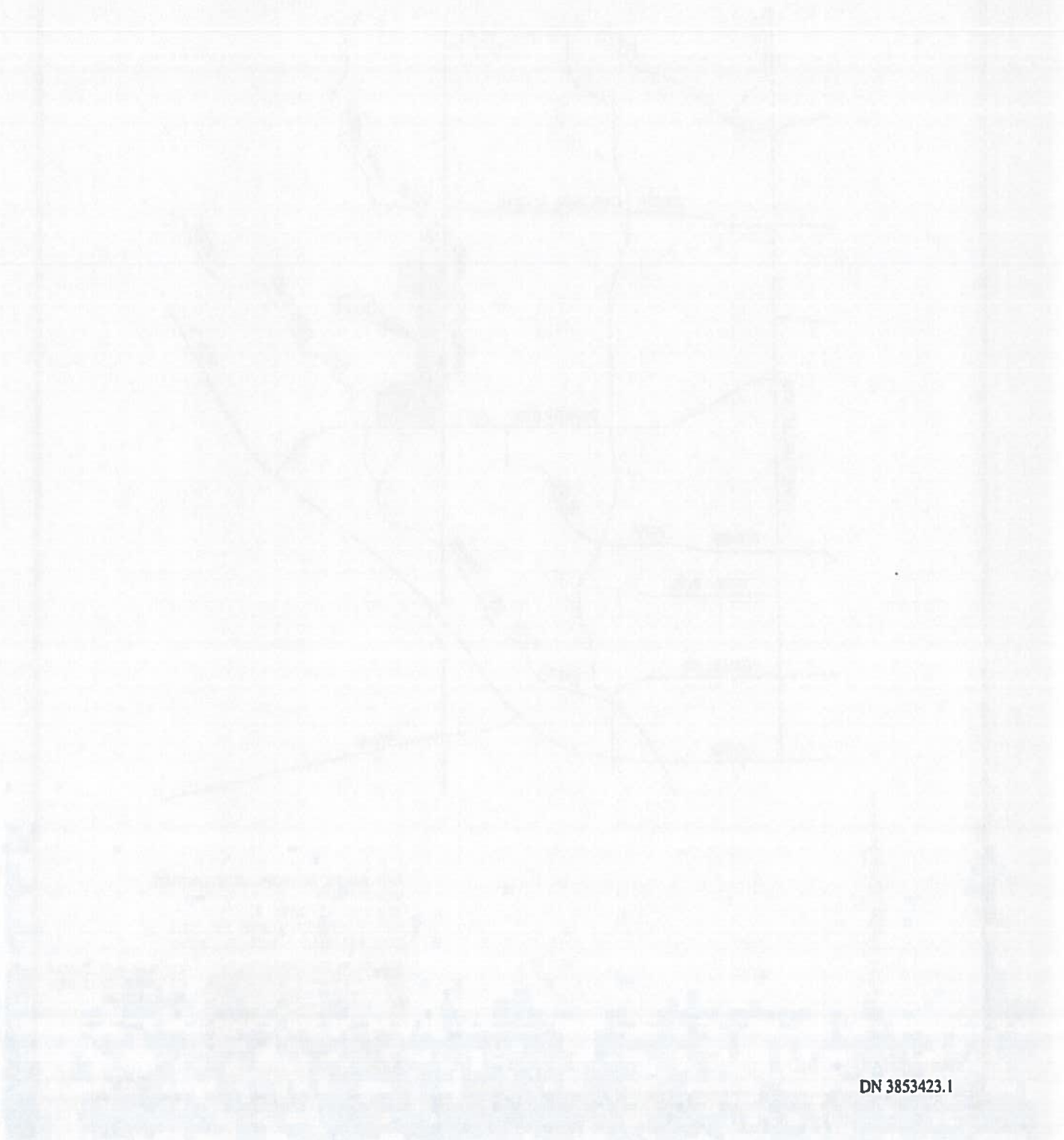
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE N69°05'22"E, A DISTANCE OF 168.48 FEET TO THE POINT OF BEGINNING, POINT BEING THE EAST RIGHT OF WAY LINE OF SAID MARKSHEFFEL ROAD CONVEYED TO EL PASO COUNTY BY WARRANTY DEED RECORDED SEPTEMBER 14, 2010 AT RECEPTION NO. 210107562 OF SAID COUNTY RECORDS;

**THENCE ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING (3) THREE COURSES:
(1) N60°38'30"W, A DISTANCE OF 75.43 FEET;
(2) N28°48'40"W, A DISTANCE OF 23.38 FEET;
(3) N00°10'57"E, A DISTANCE OF 306.44 FEET;**

**THENCE S89°56'40"W, A DISTANCE OF 1280.0 FEET;
THENCE S04°52'20"E, A DISTANCE OF 365.44 FEET TO THE NORTH LINE OF CONSTITUTION AVENUE AS RECORDED IN PLAT BOOK V-3 AT PAGE 169 OF SAID COUNTY RECORDS;
THENCE S89°58'14"W ALONG SAID NORTH LINE A DISTANCE OF 1235.00 FEET TO THE POINT OF BEGINNING, CONTAINING A CALCULATED AREA OF 469,823 SQUARE FEET (10.786 ACRES), MORE OR LESS.**

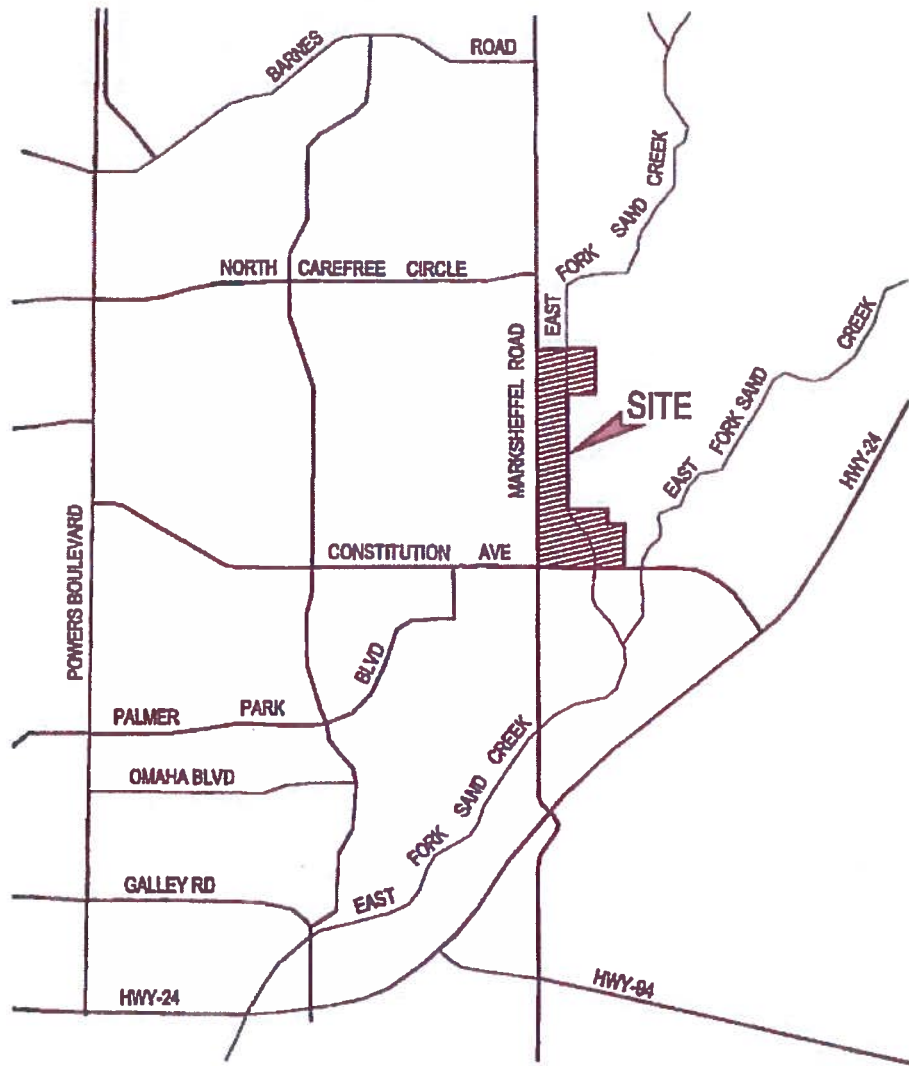
EXHIBIT B

Colorado Springs Vicinity Map



THE SANDS METROPOLITAN DISTRICT

VICINITY MAP



SCALE: 1" = 4000'

THE SANDS METROPOLITAN DISTRICT
VICINITY MAP
JOB NO. 43-089
DATE PREPARED: JUNE 21, 2016
DATE REVISED: OCT. 30, 2019



102 E. Pikes Peak Ave., 5th Floor
Colorado Springs, CO 80903
PHONE: 719.555.5485

CIVIL CONSULTANTS, INC.

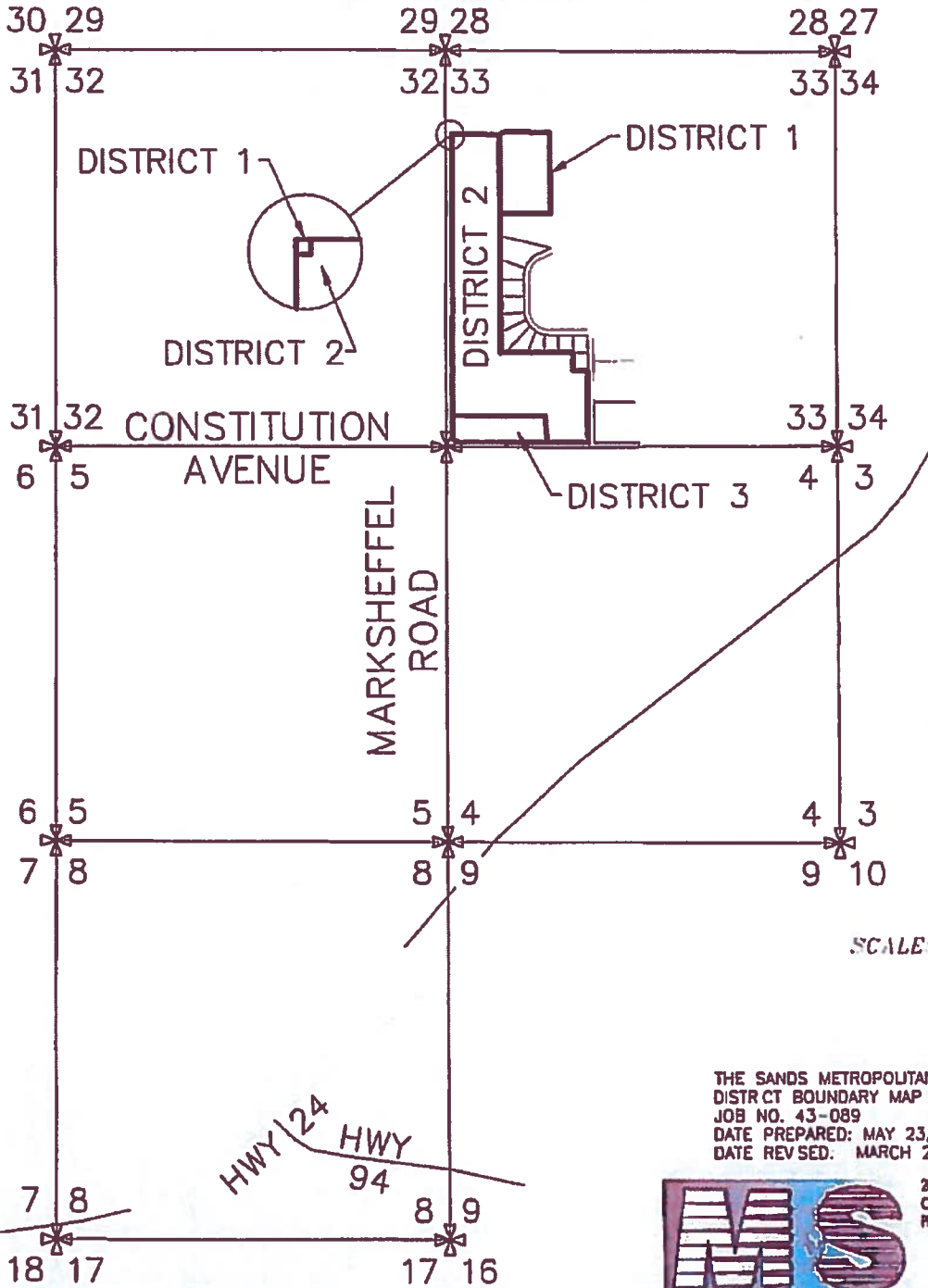
SHEET 1 OF 1

EXHIBIT C-1

District Boundary Map

THE SANDS METROPOLITAN DISTRICT

DISTRICT BOUNDARY MAP



THE SANDS METROPOLITAN DISTRICT
DISTRICT BOUNDARY MAP
JOB NO. 43-089
DATE PREPARED: MAY 23, 2016
DATE REVISED: MARCH 29, 2019



20 BOULDER CRESCENT, SUITE 110
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

CIVIL CONSULTANTS, INC. SHEET 1 OF 1

EXHIBIT C-2

Not Applicable

EXHIBIT D

Description of Permitted Services to be Provided by the Districts

<u>Description of Services</u>	<u>IGA Required (Yes or No)</u>
Acquisition, construction and Installation of Public Improvements (including grading and erosion Control; streets; water; sanitary sewer and stormwater improvements; and parks and landscaping)*	No
Landscaping maintenance and repair	No
Common area maintenance and repair	No
Administration and coordination of services	No

*See attached "Metropolitan District Listing of Proposed Services and Disposition" for further information

Metropolitan District Listing of Proposed Services and Disposition

A. **General Purpose.** The Service Plan grants authority to the Districts to construct some or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements and will provide operations and maintenance if not dedicated to and accepted by the City.

B. **Need for the Districts.** There are currently no other governmental entities, including the City, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the Districts is therefore necessary in order for the Public Improvements required in the most economic manner possible.

C. **Service Plan Limited Purpose.** This Service Plan is intended to establish a limited purpose for the Districts and explicit financial constraints to provide for the Public Improvements associated with development and regional needs. Those anticipated services are follows and will be subject to approved development plans of the City:

1. **Streets and Roadways.** Upon acceptance, conveyed to the City for ownership, operation and maintenance.
2. **Traffic and Safety Protection.** Unless otherwise agreed to between the City and Districts, upon acceptance, conveyed to the City for ownership, operation and maintenance.
3. **Drainage/Stormwater Facilities.** Owned, operated and maintained by Districts unless accepted and conveyed to the City for ownership, operation and maintenance.
4. **Sanitation.** Upon acceptance, conveyed to the City for ownership, operation and maintenance.
5. **Water.**
 - a. Potable water facilities: Upon acceptance, conveyed to the City for ownership, operation and maintenance.
 - b. Non-potable water facilities (if provided for in the Project): Non-potable water facilities servicing the Districts' open space area(s) and to the individual property owners will be owned, operated and maintained by Districts.
6. **Parks and Recreation.** Recreational facilities, including but not limited certain greenbelts, open spaces, trails, landscaping and streetscaping features, and recreational facilities will be owned, operated and maintained by Districts or the City in accordance with Approved Development Plans or otherwise agreed to by the Parties.
7. **Transportation.** (If applicable) Owned, operated and maintained by Districts unless accepted and conveyed to the City for ownership, operation and maintenance.
8. **Mosquito Control.** (If applicable) Owned, operated and maintained by Districts unless accepted and conveyed to the City.
9. **Security Services and Covenant Enforcement.** (If applicable) Owned, operated and maintained by Districts or upon acceptance, conveyed to a property owners association or other governmental entity.

Exhibit E

NOTICE OF SPECIAL DISTRICT DISCLOSURE

(to be provided to every purchaser of real property within the boundaries of the District)

Name of District(s):	The Sands Metropolitan District Nos. 1 – 3
Contact Information for District:	SPENCER FANE LLP Attention: David S. O’Leary and Pat Hrbacek 1700 Lincoln Street, Suite 2000 Denver, CO 80203-4554
Type of District(s): (i.e. if dual or three districts concept - insert language regarding limited rights of property owners)	Metropolitan Districts
Identify District(s) Improvements Financed by Proposed Bonds (List by major categories, i.e. Roads – Powers Blvd):	Streets; water; sanitary sewer and stormwater improvements; and parks and landscaping
Identify Services/Facilities Operated/Maintained by District(s):	Administer the governance, operations and maintenance of the District
Mill Levy Cap: (Describe Procedure for any Adjustments to Mill Levy Cap) <i>(Note: This District may or may not be certifying a mill levy at the time of your purchase. Please verify by contacting the District.)</i>	Districts 1 – 2: 50 mills (40 mills for debt; 10 mills for operations and maintenance) District 3 (commercial): 60 mills (50 mills for debt; 10 mills for operations and maintenance)
Authorized Debt of the District(s) per Operating or Service Plan:	\$28,540,103
Voter Authorized Debt per Election:	
District Boundaries:	See attached map

<p><u>Sample Calculation of Mill Levy Cap for a Residential Property</u></p> <p>Assumptions: Market value is \$250,000 Mill levy cap is 50 mills</p> <p>Calculation: \$250,000 x .0796 = \$19,900 (Assessed Valuation) \$19,900 x .050 mills = \$995 per year in taxes owed solely to the Special District</p>	<p><u>Sample Calculation of Mill Levy Cap for a Commercial, Office or Industrial Property</u></p> <p>Assumptions: Market value is \$750,000 Mill levy cap is 60 mills</p> <p>Calculation: \$750,000 x .29 = \$217,500 (Assessed Valuation) \$217,500 x .060 mills = \$13,050 per year in taxes owed solely to the Special District</p>
--	--

EXHIBIT F

IGA By and Between The City and The Sands Districts 1 - 3

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE CITY OF COLORADO SPRINGS, COLORADO AND
THE SANDS METROPOLITAN DISTRICT NOS. 1, 2 AND 3**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this 14th day of JUNE, 2018 by and between the CITY OF COLORADO SPRINGS, COLORADO, a home rule city and Colorado municipal corporation (the "City"), and THE SANDS METROPOLITAN DISTRICT NOS. 1, 2 AND 3, each a quasi-municipal corporation and political subdivision of the State of Colorado (referred to individually as "District No. ___" and collectively referred to herein as "The Sands Districts 1-3"). The Sands Districts 1-3 and the City are sometimes referred to herein as the Parties collectively, or individually as a Party.

RECITALS

WHEREAS, pursuant to Article XIV, Section 18(2)(a) of the Colorado Constitution, and Section 29-1-201, *et seq.*, C.R.S., the Parties may cooperate or contract with each other to provide any function, service or facility each is lawfully authorized to provide; and

WHEREAS, pursuant to Section 32-1-1001(1)(d)(I), C.R.S., The Sands Districts 1-3 are permitted to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, a Consolidated Service Plan for The Sands Metropolitan District Nos. 1, 2 and 3, as well as The Sands Metropolitan District No. 4 ("District No. 4"), dated September 30, 2016 (the "Service Plan") was approved by the El Paso County Board of County Commissioners on by Resolution No. 16-349, on October 4, 2016, for the purpose of providing certain parameters for the financing, development and administration of certain public facilities, improvements and appurtenances within the area legally permitted to be served by The Sands Districts 1-3, and District No. 4 (collectively, the "Districts"), and the development of the area generally located adjacent to the intersection of Constitution Avenue and Marksheffel Road (The Sands Districts 1-3), and a second parcel located near the intersection of Highway 24 and Highway 94 (District No. 4) (the Districts' "Service Area"); and

WHEREAS, since the time of the formation of the Districts, Babcock Land Corp. and Lorson South Land Corp., who are the owners/developers of the property located within the boundaries of The Sands Districts 1-3 (collectively, the "Developer"), approached the City, through the City Council of the City ("City Council"), with a proposal to annex to the City the property within The Sands Districts 1-3 (the "Annexation Property") under that certain Annexation Agreement by and among the City and the Developer; and

WHEREAS, the Developer organized the Districts in order to undertake that portion of the design, construction, installation, acquisition, funding, operations and maintenance of public improvements which the Districts are allowed to perform under Title 32 of the Colorado Revised Statutes and under the Service Plan, and it is contemplated that the Annexation Agreement with the City will further such efforts in connection with the public improvements within the Annexation Property; and

DN 2067576.1

ENLAC7FA70D1101N3

WHEREAS, the City and The Sands Districts 1-3 have determined it to be in the best interests of their respective taxpayers, residents and property owners to clearly set forth the rights and responsibilities of the Parties with respect to the Annexation Property.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. **Capitalized Terms.** All capitalized terms used but not defined in this Agreement shall have the meaning ascribed to such terms in the Service Plan.

2. **Effective Date.** This Agreement shall be effective upon the date of the City Council's final approval of the Annexation Agreement ("Effective Date"). In the event the City Council, for whatever reason, does not approve the Annexation Agreement, this Agreement shall be deemed void and unenforceable.

3. **Approval Authority.** The Parties acknowledge that, pursuant to the Service Plan and State law, El Paso County, Colorado (the "County"), is currently the approval authority and authorizing jurisdiction of the Districts. The Parties agree that, within three (3) years of the Effective Date of the annexation, The Sands Districts 1-3 shall take all necessary steps to transfer such approval authority for The Sands Districts 1-3, and any property annexed to the City, from the County to the City. The Parties may take such further action as necessary to separate District No. 4 from the Annexed Property, and file any necessary amendments or other required documents. In the meantime, The Sands Districts 1-3 agree to operate in accordance with the statutory authority permitted for The Sands Districts 1-3, subject to the limitations provided for in this Agreement. Once the approval authority status has been transferred to the City, The Sands Districts 1-3 agree to adopt the City's Model Service Plan, as that Model Service Plan exists as of the Effective Date, with the Maximum Mill Levies provided for below.

4. **Maximum Mill Levies.**

A. **Maximum Debt Service Mill Levy.** The Parties acknowledge that the Service Plan currently authorizes a Maximum Debt Service Mill Levy of up to fifty (50) mills, subject to Gallagher Adjustment. Notwithstanding the Service Plan, the Parties agree that, for the fiscal year beginning January 1, 2019 and going forward, the Maximum Debt Service Mill Levy shall be up to forty (40) mills, subject to Gallagher Adjustment. The Sands Districts 1-3 shall take all actions necessary to reduce the Debt Service Mill Levy to forty (40) mills, subject to Gallagher Adjustment.

B. **Maximum Operational Mill Levy.** The Parties acknowledge that the Service Plan currently authorizes a Maximum Operational Mill Levy of up to ten (10) mills, subject to Gallagher Adjustment. The Parties agree that, for the fiscal year beginning January 1, 2019 and going forward, the Maximum Operational Mill Levy for each District shall remain up to ten (10) mills, subject to Gallagher Adjustment.

C. **Maximum Special Purpose Mill Levy.** The Parties acknowledge that the Service Plan currently authorizes a Maximum Special Purpose Mill Levy of five (5) mills, subject to Gallagher Adjustment. Notwithstanding the Service Plan, the Parties agree that, for the fiscal year beginning January 1, 2019 and going forward, The Sands Districts 1-3 are not authorized to impose a Special Purpose Mill Levy for the Annexation Property such that the Maximum Special Purpose Mill Levy for the Annexation Property shall be zero (0) mills. The Sands Districts 1-3 shall take all actions necessary to reduce the Special Purpose Mill Levy to zero (0) mills.

D. **Maximum Combined Mill Levy.** The Parties acknowledge that the Service Plan currently authorizes a Maximum Combined Mill Levy of sixty-five (65) mills, subject to Gallagher Adjustment. Notwithstanding the Service Plan, the Parties agree that the Maximum Combined Mill Levy for each of The Sands Districts 1-3 (for the Annexation Property) shall be fifty up to (50) mills, subject to Gallagher Adjustment.

5. **Eminent Domain/Dominant Eminent Domain.** The Parties acknowledge that the Service Plan currently authorizes The Sands Districts 1-3 to exercise the power of eminent domain or dominant eminent domain. Notwithstanding the Service Plan, The Sands Districts 1-3 agree that, from and after the date of this Agreement, they will not exercise either eminent domain or dominant eminent domain without the prior written approval of the City except as otherwise provided in this Section 5.

a. The Parties acknowledge that The Sands Districts 1-3 are presently in negotiations to secure three utilities easements, as further identified in the attached Exhibit A, in connection with the development of the Annexation Property (the "Annexation Property Easements"). The City hereby grants The Sands Districts 1-3 the approval to pursue eminent domain, but not dominant eminent domain, in the event that The Sands Districts 1-3 are unable to secure the Annexation Property Easements through good faith negotiations.

b. The Parties further agree that the foregoing does not prohibit The Sands Districts 1-3 from requesting the City's assistance in acquiring necessary easements, rights-of-way or other property necessary for the development of the Annexation Property. In such event, the City agrees that it will expeditiously consider such request, but the City shall have no obligation to provide assistance or to approve either eminent domain or dominant eminent domain. The City may impose conditions on any agreement to provide assistance, including a condition that The Sands Districts 1-3 enter into an agreement to reimburse the City for its costs.

6. **District No. 4.** The Parties understand, acknowledge and agree that District No. 4 is not a Party to this Agreement and, as a consequence, is not bound by the terms of this Agreement. The Sands Districts 1-3 represent and warrant that they have, and will continue to have, sufficient authority to cause District No. 4 to take all necessary steps to separate from the Annexed Property.

7. **Amendment.** This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties.

8. **Assignment.** No Party may assign any of its rights nor delegate any of its duties under this Agreement to any person or entity without having first obtained the prior written consent of all other Parties, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

9. **Default/Remedies.** In the event of a breach or default of this Agreement by any Party, the non-defaulting Party/Parties shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party/Parties in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

10. **Governing Law.** This Agreement shall be governed and construed under the laws of the State of Colorado.

11. **Inurement.** Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

12. **Integration.** This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

13. **Parties Interested Herein.** Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than The Sands Districts 1-3 and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of The Sands Districts 1-3 and the City shall be for the sole and exclusive benefit of The Sands Districts 1-3 and the City.

14. **Severability.** If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

15. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

16. **Approval.** This Agreement shall not be effective until approved by the Districts and the City Council of the City of Colorado Springs.

17. **Paragraph Headings.** Paragraph headings are inserted for convenience of reference only.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, The Sands Districts 1-3 and the City have caused this Agreement to be effective as of the Effective Date.

**THE SANDS METROPOLITAN
DISTRICT NOS. 1, 2 AND 3**

BY: [Signature]
Jeff Mark, President

ATTEST:

BY: [Signature]
Alan Vancil, Secretary

APPROVED AS TO FORM:

BY: [Signature]
David S. O'Leary, Spencer Pence LLP
General Counsel to the District

CITY OF COLORADO SPRINGS

BY: [Signature]
John Suthers, Mayor

ATTEST:

BY: [Signature]
Sarah B. Johnson, City Clerk



APPROVED AS TO FORM

BY: [Signature]
Ben Bolinger, Office of the City Attorney

EXHIBIT A

Description of Easements

EXHIBIT A-1

To Sands Metro Districts - City of Colorado Springs IGA



CIVIL CONSULTANTS, INC.

20 Boulder Crescent, STE 110
Colorado Springs, CO 80903
Mail to: PO Box 1360
Colorado Springs, CO 80901
719.955.5485

PARCEL NUMBER: W01

DATE: APRIL 20, 2018

A PARCEL OF LAND IN THE EAST HALF (E 1/2) NORTHEAST QUARTER (NE 1/4) OF SECTION 32, TOWNSHIP 13 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING A PORTION OF LOT 1 AS PLATTED IN "AKER'S ACRES SUBDIVISION NO.1" ACCORDING TO THE PLAT THEREOF IN BOOK H2 AT PAGE 48 OF THE EL PASO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WESTERLY LINE OF MARKSHEFFEL ROAD AS RECORDED UNDER RECEPTION NUMBER 210011875 IS ASSUMED TO BEAR 500°07'36"W.

COMMENCING AT A POINT ON THE NORTH LINE OF LOT 1 AT THE WESTERLY RIGHT-OF-WAY LINE MARKSHEFFEL ROAD, THENCE S89°31'48"W ALONG THE NORTHERLY LINE THEREOF, 14.81 FEET TO THE POINT OF BEGINNING;

THENCE S00°09'04"W A DISTANCE OF 985.71 FEET;
THENCE S00°06'16"W A DISTANCE OF 547.94 FEET;
THENCE S89°49'03"E A DISTANCE OF 15.02 FEET TO THE WESTERLY RIGHT-OF-WAY OF MARKSHEFFEL ROAD;
THENCE S00°07'36"W ALONG SAID WESTERLY LINE A DISTANCE OF 30.00 FEET;
THENCE N89°49'03"W A DISTANCE OF 15.01 FEET;
THENCE S00°06'16"W A DISTANCE OF 19.98 FEET;
THENCE N89°53'44"W A DISTANCE OF 30.00 FEET;
THENCE N00°06'16"E A DISTANCE OF 597.93 FEET;
THENCE N00°09'04"E A DISTANCE OF 822.37 FEET TO THE WESTERLY LINE OF SAID LOT 1;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1810.08 FEET, A CENTRAL ANGLE OF 5°13'22" (THE CHORD OF WHICH BEARS N08°17'54"E A DISTANCE OF 164.94 FEET), AN ARC DISTANCE OF 165.00 FEET TO THE NORTHERLY LINE OF SAID LOT 1;
THENCE N89°31'48"E ALONG SAID NORTHERLY LINE A DISTANCE OF 6.63 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A CALCULATED AREA OF 45,256 S.F. (1.062 ACRES MORE OR LESS).

PREPARED BY:

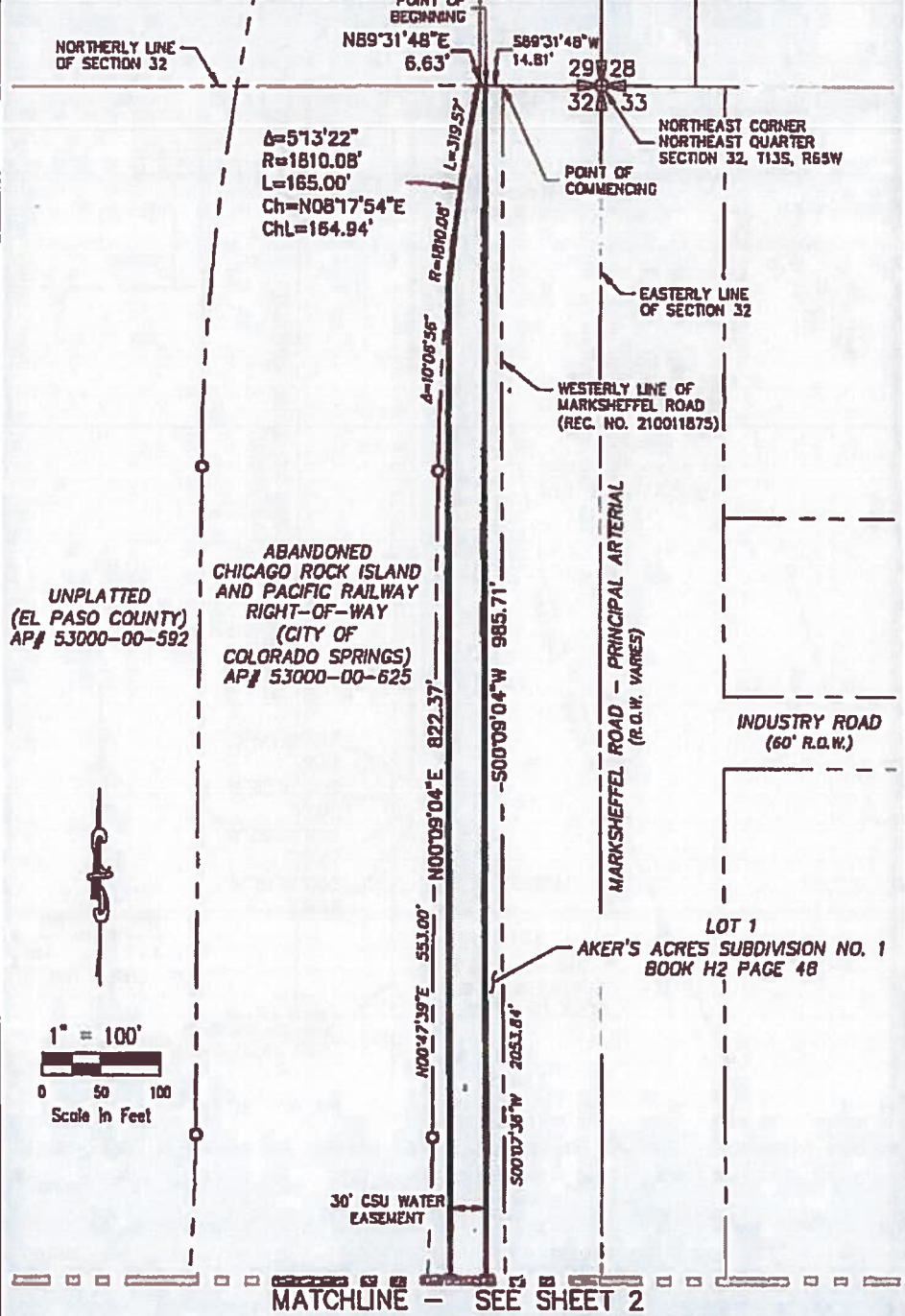
Vernon P Taylor 4/20/18

VERNON P. TAYLOR, COLORADO PLS NO. 25966 DATE
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC
20 BOULDER CRESCENT, SUITE 110
COLORADO SPRINGS, CO 80903



**COLORADO SPRINGS UTILITIES
30' UTILITY EASEMENT
EXHIBIT A-2**

To Sands Metro Districts - City of Colorado Springs IGA



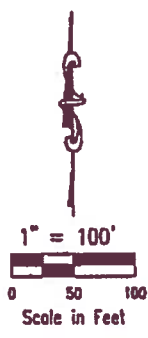
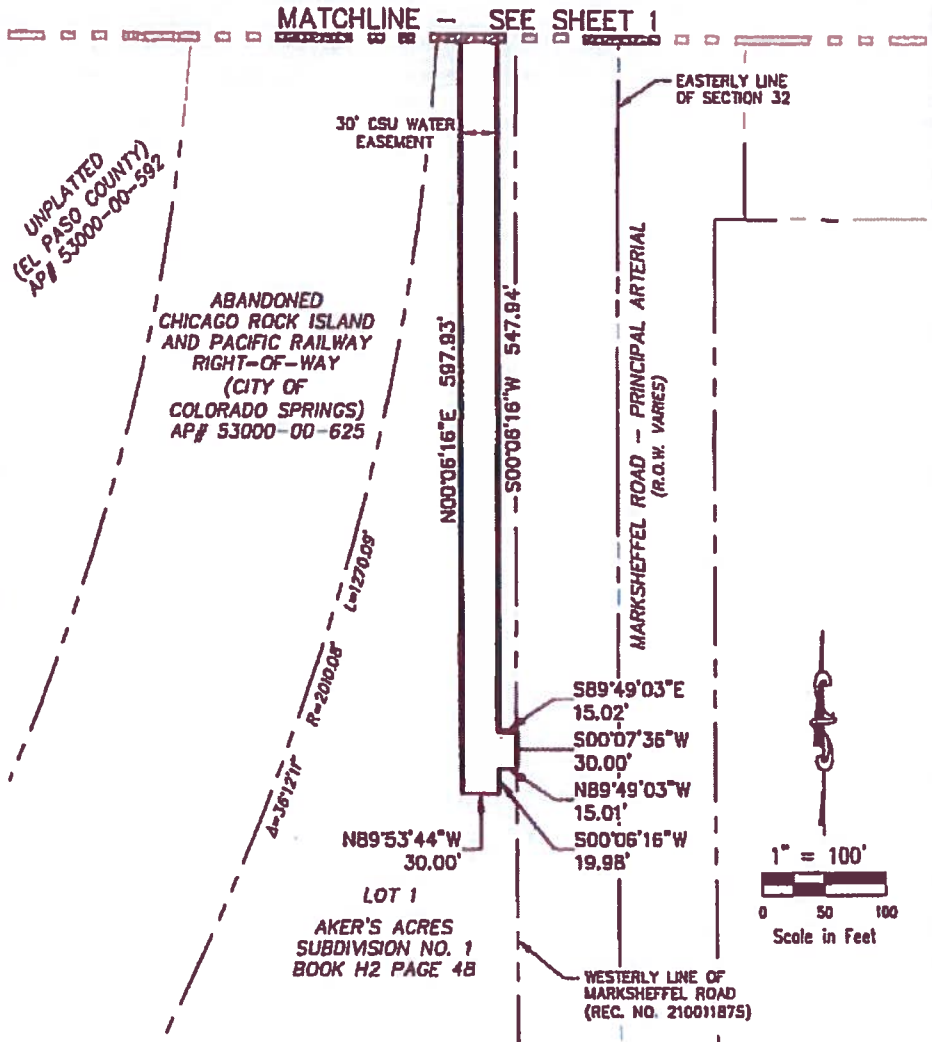
COLORADO SPRINGS UTILITIES
30' UTILITY EASEMENT
EXHIBIT "C"
JOB NO. 43-089
DATE PREPARED: 04/20/2018



2010 LUIS CIBOLA, DREW LEM
COLORADO SPRINGS, CO 80905
PHONE: 719.585.5425

SHEET 1 OF 2

**COLORADO SPRINGS UTILITIES
30' UTILITY EASEMENT
EXHIBIT A-2 Cont'd
To Sands Metro Districts - City of Colorado Springs IGA**



COLORADO SPRINGS UTILITIES
30' UTILITY EASEMENT
EXHIBIT "C"
JOB NO. 43-089
DATE PREPARED: 04/20/2018



20 HOLLER CIRCULAR, BOX 120
COLORADO SPRING, CO 80901
PHONE: 719.583.4465

SHEET 2 OF 2



CIVIL CONSULTANTS, INC.

20 Boulder Crescent, STE 110
Colorado Springs, CO 80903
Mail to: PO Box 1360
Colorado Springs, CO 80901
719.955.5485

EXHIBIT A-5

To Sands Metro Districts - City of Colorado Springs IGA

PARCEL NUMBER: SS02

DATE: APRIL 10, 2018

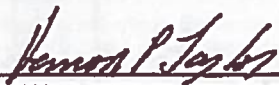
A PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE 1/4) SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 13 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING A PORTION OF BLOCK 1 LOT 7 AS PLATTED IN "ROCKY MOUNTAIN INDUSTRIAL PARK FILING NO. 1" ACCORDING TO THE PLAT THEREOF UNDER RECEPTION NUMBER 202014735 OF THE EL PASO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTHERLY LINE OF CONSTITUTION AVENUE AS RECORDED IN PLAT BOOK Y-3 AT PAGE 169 AND IS ASSUMED TO BEAR S89°58'14"W.
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7, THENCE N00°01'38"W ALONG THE WESTERLY LINE THEREOF, 23.96 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING N00°01'38"W ALONG SAID WESTERLY LINE A DISTANCE OF 30.00 FEET;
THENCE N89°58'08"E A DISTANCE OF 74.99 FEET;
THENCE S88°06'49"E A DISTANCE OF 533.81 FEET TO THE EASTERLY LINE OF SAID LOT 7;
THENCE S00°04'46"W ALONG SAID EASTERLY LINE A DISTANCE OF 30.01 FEET;
THENCE N88°06'49"W A DISTANCE OF 534.26 FEET
THENCE S89°58'08"W A DISTANCE OF 74.49 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A CALCULATED AREA OF 18,263 S.F. (0.419 ACRES MORE OR LESS).

PREPARED BY:


VERNON P. TAYLOR, COLORADO PLS NO. 25966
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC
20 BOULDER CRESCENT, SUITE 110
COLORADO SPRINGS, CO 80903

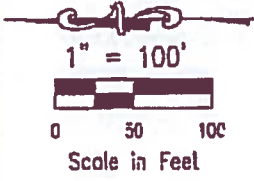
4/13/18
DATE



COLORADO SPRINGS UTILITIES 30' UTILITY EASEMENT

EXHIBIT A-6

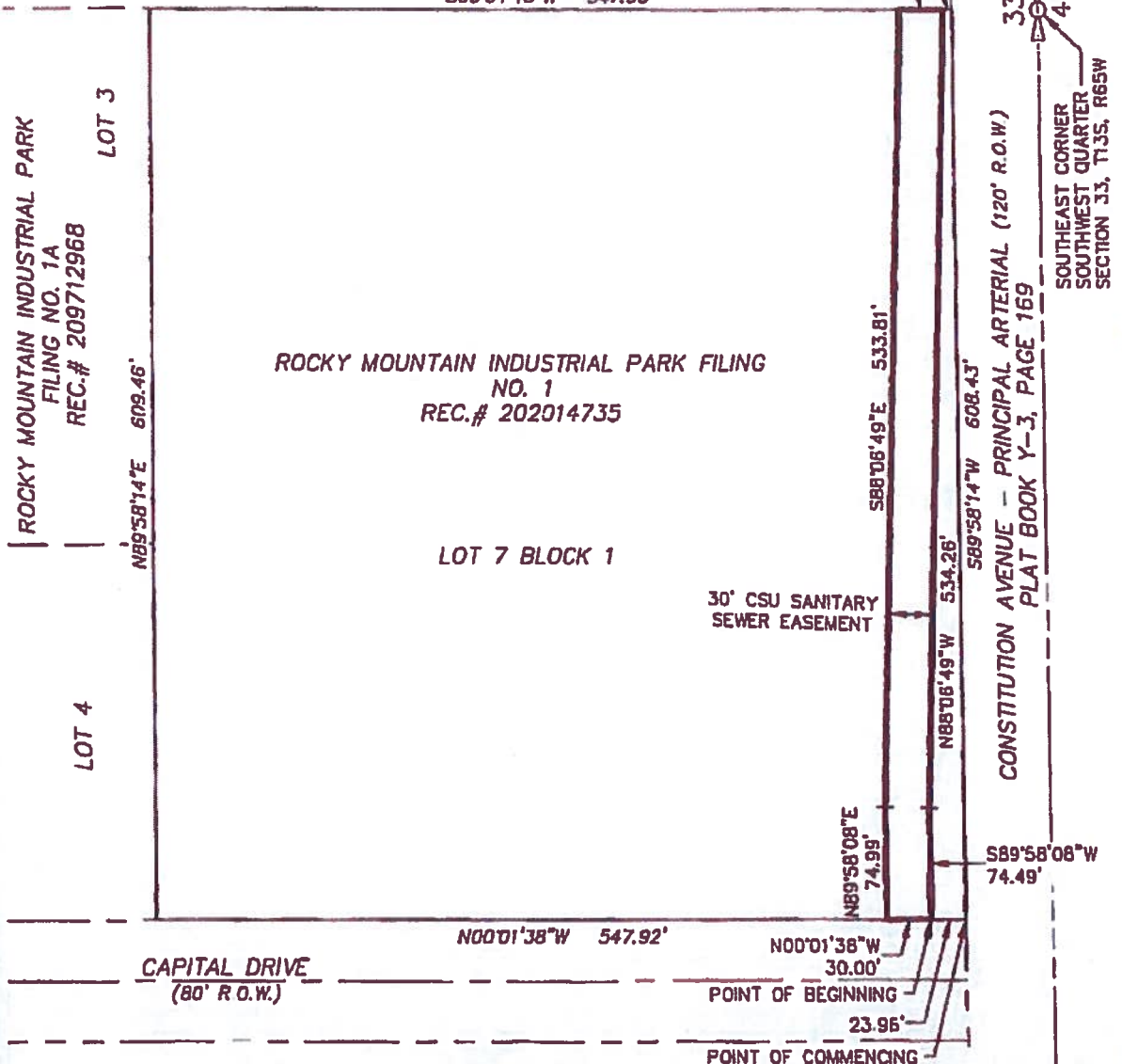
To Sands Metro Districts - City of Colorado Springs IGA



ANNEXATION PLAT
BANNING-LEWIS RANCH NO. 2
REC.# 214104175

500°04'46"W 547.93'

6.10'
500°04'46"W
30.01'



ROCKY MOUNTAIN INDUSTRIAL PARK
FILING NO. 1A
REC.# 209712968

LOT 3

LOT 4

ROCKY MOUNTAIN INDUSTRIAL PARK FILING
NO. 1
REC.# 202014735

LOT 7 BLOCK 1

30' CSU SANITARY
SEWER EASEMENT

CONSTITUTION AVENUE - PRINCIPAL ARTERIAL (120' R.O.W.)
PLAT BOOK Y-3, PAGE 169

SOUTHEAST CORNER
SOUTHWEST QUARTER
SECTION 33, T13S, R65W

CAPITAL DRIVE
(80' R.O.W.)

N00°01'38"W 547.92'

N00°01'38"W
30.00'

POINT OF BEGINNING

23.96'

POINT OF COMMENCING

COLORADO SPRINGS UTILITIES
30' UTILITY EASEMENT
EXHIBIT "C"
JOB NO. 43-089
DATE PREPARED: 04/10/2018



20 BOULDER CRES. SUITE 110
COLORADO SPRINGS, CO 80903
PHONE 719.955.5485

SHEET 1 OF 1

EXHIBIT A-3

To Sands Metro Districts - City of Colorado Springs IGA



20 Boulder Crescent, STE 110
Colorado Springs, CO 80903
Mail to: PO Box 1360
Colorado Springs, CO 80901
719.955.5485

PARCEL NUMBER: SS03

DATE: APRIL 10, 2018

A PARCEL OF LAND IN THE SOUTHWEST QUARTER (SW 1/4) SOUTHEAST QUARTER (SE 1/4) OF SECTION 33, TOWNSHIP 13 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING A PORTION OF THE PARCEL DESCRIBED BY SPECIAL WARRANTY DEED UNDER RECEPTION NUMBER 214104175 OF THE EL PASO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTHERLY LINE OF CONSTITUTION AVENUE AS RECORDED IN PLAT BOOK Y-3 AT PAGE 169 AND IS ASSUMED TO BEAR S89°58'14"W.
COMMENCING AT THE SOUTHEAST CORNER OF BLOCK 1 LOT 7 AS PLATTED IN "ROCKY MOUNTAIN INDUSTRIAL PARK FILING NO. 1" ACCORDING TO THE PLAT THEREOF UNDER RECEPTION NUMBER 202014735, THENCE N00°04'46"E ALONG THE EASTERLY LINE THEREOF, 6.10 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING N00°04'46"E ALONG SAID EASTERLY LINE A DISTANCE OF 30.01 FEET;
THENCE S88°06'49"E A DISTANCE OF 161.71 FEET TO THE WESTERLY LINE OF THE 30.00 FOOT UTILITY EASEMENT RECORDED UNDER RECEPTION NUMBER 205047082;
THENCE S00°18'18"W A DISTANCE OF 30.01 FEET;
THENCE N88°06'49"W A DISTANCE OF 161.60 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A CALCULATED AREA OF 4,850 S.F. (0.111 ACRES MORE OR LESS).

PREPARED BY:

4/13/18

VERNON P. TAYLOR, COLORADO PLS NO. 25966
FOR AND ON BEHALF OF M&S CIVIL CONSULTANTS, INC
20 BOULDER CRESCENT, SUITE 110
COLORADO SPRINGS, CO 80903

DATE



COLORADO SPRINGS UTILITIES 30' UTILITY EASEMENT

EXHIBIT A-4

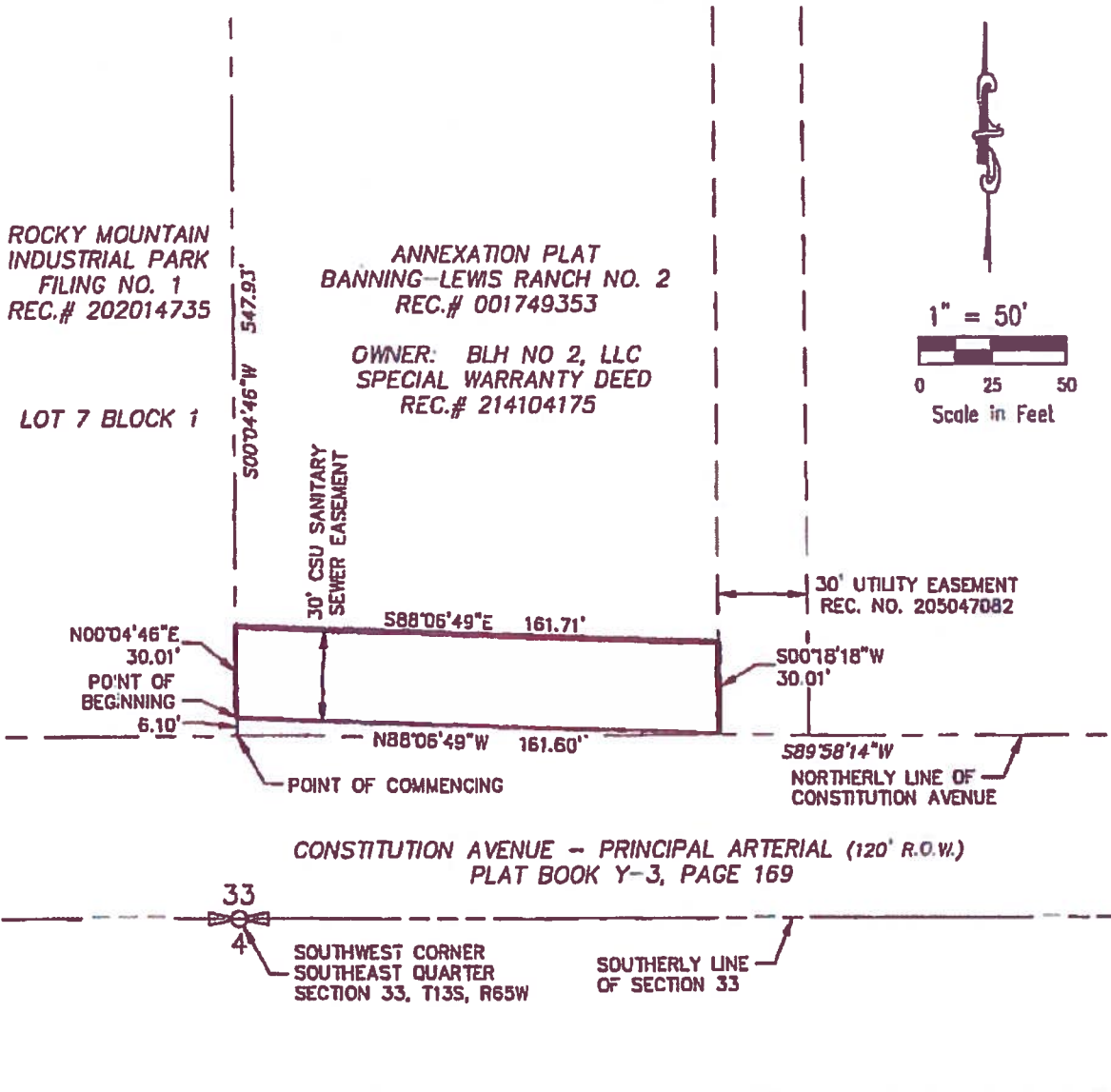
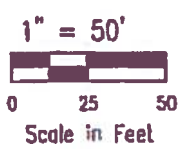
To Sands Metro Districts - City of Colorado Springs IGA

ROCKY MOUNTAIN
INDUSTRIAL PARK
FILING NO. 1
REC.# 202014735

LOT 7 BLOCK 1

ANNEXATION PLAT
BANNING-LEWIS RANCH NO. 2
REC.# 001749353

OWNER: BLH NO 2, LLC
SPECIAL WARRANTY DEED
REC.# 214104175



CONSTITUTION AVENUE -- PRINCIPAL ARTERIAL (120' R.O.W.)
PLAT BOOK Y-3, PAGE 169

COLORADO SPRINGS UTILITIES
30' UTILITY EASEMENT
EXHIBIT "C"
JOB NO. 43-089
DATE PREPARED: 04/10/2018



20 BOULDER CREEK BL, SUITE 110
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

SHEET 1 OF 1