

ORDINANCE NO. 20-76

AN ORDINANCE ANNEXING TO THE CITY OF  
COLORADO SPRINGS THAT AREA KNOWN AS  
MAZARIEGOS ADDITION NO. 1 CONSISTING OF 0.165  
OF AN ACRE

WHEREAS, pursuant to Article II, Section 30 of the Colorado Constitution and Section 31-12-101, *et seq.*, C.R.S., known as the Municipal Annexation Act of 1965, as amended (the "Annexation Act"), persons comprising one hundred percent (100%) of the landowners and owning one hundred percent (100%) of that certain territory known as Mazariegos Addition No. 1, more specifically described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property") filed a Petition for Annexation with the City Clerk of the City of Colorado Springs; and

WHEREAS, the City Council of the City of Colorado Springs, after proper notice as required by Section 31-12-108 C.R.S., held a hearing on October 13, 2020 pertaining to the annexation of the Property in accord with Section 31-12-109; and

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

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

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

Section 1. The Property, known as Mazariegos Addition No. 1 and more specifically described on the attached Exhibit "A", is hereby annexed to the City of Colorado Springs.

Section 2. When this annexation is complete, the Property shall become a part of the City of Colorado Springs for all intents and purposes on the effective

date of this ordinance, provided that the conditions of Section 31-12-113(2) C.R.S. are satisfied, with the exception of general taxation, in which respect said annexation shall not be effective until on or after January 1 next ensuing.

Section 3. The annexation agreement between the owner of the Property and the City, attached hereto as Exhibit "B" and incorporated herein by reference, (the "Annexation Agreement") is hereby approved.

Section 4. The Mayor is hereby authorized to execute the Annexation Agreement.

Section 5. This ordinance shall be in full force and effect from and after its passage and publication as provided by the City Charter.

Introduced, read, passed on first reading and ordered published this 13<sup>th</sup> day of October 2020.

**Finally passed:** October 27<sup>th</sup> 2020



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Council President

**Mayor's Action:**

- ☒ Approved on 10/29/2020.
- ☐ Disapproved on \_\_\_\_\_, based on the following objections:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

John W. Suthers  
Mayor

**Council Action After Disapproval:**

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

\_\_\_\_\_  
Council President

ATTEST:


Sarah B. Johnson  
Sarah B. Johnson, City Clerk

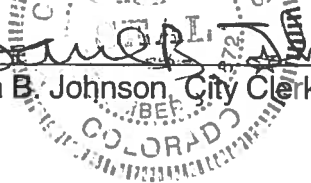


CAO: ms  
COS: js

I HEREBY CERTIFY, that the foregoing ordinance entitled "AN ORDINANCE ANNEXING TO THE CITY OF COLORADO SPRINGS THAT AREA KNOWN AS MAZARIEGOS ADDITION NO. 1 CONSISTING OF 0.165 OF AN ACRE" was introduced and read at a regular meeting of the City Council of the City of Colorado Springs, held on October 13<sup>th</sup> 2020; that said ordinance was finally passed at a regular meeting of the City Council of said City, held on the 27<sup>th</sup> day of October 2020, and that the same was published by title and summary, in accordance with Section 3-80 of Article III of the Charter, in the Transcript, a newspaper published and in general circulation in said City, at least ten days before its passage.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City, this 2<sup>nd</sup> day of November 2020.

  
Sarah B. Johnson, City Clerk



1<sup>st</sup> Publication Date: October 16<sup>th</sup>, 2020  
2<sup>nd</sup> Publication Date: November 4<sup>th</sup>, 2020

Effective Date: November 9<sup>th</sup>, 2020

Initial: SBJ  
City Clerk

## MAZARIEGOS ADDITION NO. 1 ANNEXATION – PROPERTY DESCRIPTION

**PROPERTY DESCRIPTION: 4221 Date Street**

A portion of the Northwest Quarter of Section 26, Township 13 South, Range 66 West of the 6th P.M.,  
situate in the City of Colorado Springs, El Paso County, Colorado, described as follows:

Lot 21, Block 3, PARK VISTA ADDITION (Plat Book W, Page 69, El Paso County, Colorado records);

Containing 0.165 acres (7,200 square feet), more or less.



CITY FILE NO. CPC A 18-00116

Sheet 1 of 1

**EXHIBIT A**

## EXHIBIT B

### MAZARIEGOS ADDITION NO. 1 ANNEXATION ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT "Agreement", dated this 11 day of August, 2020 is between the City of Colorado Springs, a home rule city and Colorado municipal corporation ("City"), and Hermigio Isrrael Mazariegos Chilel ("Owners" or "Property Owners").

#### I. INTRODUCTION

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

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

#### II. ANNEXATION

The Owners have petitioned the City for annexation of the Property as set forth in Exhibit A. The annexation will become effective upon final approval by the City Council and the recording of this annexation agreement, the annexation plat, the Mazariegos Addition No. 1 Annexation special warranty deed and irrevocable consent to the appropriation, withdrawal, and use of groundwater as forth in Exhibit B and the annexation ordinance with the El Paso County Clerk and Recorder.

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

#### III. LAND USE

As provided in City Code, the Manager of the City Planning and Development Department has waived the requirement of submission of a land use master plan for this annexation because it meets the criteria in section 7.5.403B. The Mazariegos Preliminary Final Plat for the Property, City file number CPC PFP 20-0082 (the "Concept Plan") has been proposed and submitted to the City for approval.

#### IV. ZONING

A. Zoning. The Planning and Development Department of the City agrees to recommend that the initial zone for the Owners' Property shall be R5 (Multi-family Residential) upon annexation. Owners acknowledge and understand that the City Council determines what an appropriate zone is for the Property, and this recommendation does not bind the Planning Commission or City Council to adopt the recommended zone for the Property.

B. Change of Zoning. Any future change of zone request shall conform to the Concept Plan, as approved or as amended by the City in the future. Rezoning in accord with the zones reflected on the Concept Plan will occur prior to actual development of the site.

V.  
PUBLIC FACILITIES

A. General. As land is annexed into the City it is anticipated that land development will occur. In consideration of this land development, the City requires public facilities and improvements to be designed, extended, installed, constructed, dedicated and conveyed as part of the land development review and construction process. Public facilities and improvements are those improvements to property which, after being constructed by the Owner and accepted by the City, shall be maintained by the City or another public entity. Generally, the required public facilities and improvements and their plan and review process, design criteria, construction standards, dedication, conveyance, cost recovery and reimbursement, assurances and guaranties, and special and specific provisions are addressed in Chapter 7, Article 7 of the City Code (the "Subdivision Code"). Public facilities and improvements include but are not necessarily limited to: 1.) Utility facilities and extensions for water, wastewater, fire hydrants, electric, gas, streetlights, telephone and telecommunications (For water, wastewater, gas and electric utility service, refer to Chapter 12 of the City Code and Section VI. "Utilities Services" and Section VII. "Water Rights" of this Agreement.); 2.) Streets, alleys, traffic control, sidewalks, curbs and gutters, trails and bicycle paths; 3.) Drainage facilities for the best management practice to control, retain, detain and convey flood and surface waters; 4.) Arterial roadway bridges; 5.) Parks; 6.) Schools; and 7.) Other facilities and improvements warranted by a specific land development proposal.

It is understood that all public facilities and improvements shall be subject to the provisions of the Chapter 7, Article 7 of the City Subdivision Code, unless otherwise specifically provided for under the terms and provisions of this Agreement. Those specifically modified public facilities and improvements provisions are as follows:

B. Metropolitan Districts. N/A

C. Streets, bridge and Traffic Control. Unless agreed to elsewhere in this Agreement the Owner agrees to construct, at the Owner' expense, those street, bridge and/or traffic improvements adjacent to or within the Property. These improvements shall also include mutually acceptable dedications of right-of-way and easements, and extension of streets and right-of-way. The provisions of City Code §§ 7.7.706 (Reimbursements) and 7.7.1001-1006 (Arterial Roadway Bridges) are excluded. City participation or reimbursement for Arterial Streets and Arterial Bridges within the Property will not be allowed.

1. On-Site or Adjacent Streets: Owner agrees to comply with timing and phasing of construction responsibilities outlined specifically on the Concept Plan and any subsequent amendments.

2. Off-Site Streets and Bridges: N/A

3. Traffic Control Devices. Owner shall pay for installation of traffic and street signs, striping, and traffic control devices, and permanent barriers, together with all associated conduit for all streets within or contiguous to the Property as determined necessary by the City and in accord with uniformly applied criteria set forth by the City.

a. Street Cost Recovery: N/A

D. Drainage. Final Drainage Reports and Plans shall be prepared and submitted by the Owner to the City, Stormwater Enterprise and approved by the City Engineer, prior to recording subdivision plats. The Owner shall provide water quality treatment for all developable areas; to be owned and maintained by the Owner. The Owner

shall comply with all drainage criteria, standards, policies and ordinances in effect at the time of development. Drainage fees for Park Vista are to be paid prior to recording the annexation plat. Owner shall be responsible for conformance with the Restudy of a Portion of Templeton Gap Drainage Basin Involving the Park Vista Estates Subdivision Drainage Basin Planning Study (1974), and The Park Vista Master Development Drainage Plan (2004).

E. Parks: All residential development proposals shall be subject to the requirements of the parkland dedication ordinance in effect at the time of plat.

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

## VI.

### UTILITY SERVICES

A. Colorado Springs Utilities' (UTILITIES) Services: UTILITIES's water, non-potable water, wastewater, electric, streetlight, and natural gas services ("Utility Service" or together as "Utility Services") are available to eligible customers upon connection to UTILITIES's facilities or utility systems on a "first-come, first-served" basis, provided that (among other things) the City and UTILITIES determine that the applicant meets all applicable requirements of the City's Code of Ordinances ("City Code"), UTILITIES Tariffs, Utilities Rules and Regulations ("URRs"), and Line Extension and Service Standards ("Standards") for each application for Utility Service. In addition, the availability of Utility Services is contingent upon the terms detailed herein and the dedication or conveyance of real and personal property, public rights-of-way, private rights-of-way, or easements that UTILITIES determines are required for the extension of any proposed Utility Service from UTILITIES's utility system facilities that currently exist or that may exist at the time of the proposed extension or connection.

Owners shall ensure that the connections and/or extensions of Utility Services to the Property are in accordance with this Agreement and with the requirements of City Code and UTILITIES's Tariffs, URRs, and Standards, and Pikes Peak Regional Building Department codes in effect at the time of Utility Service connection and/or extension. Owners acknowledge responsibility for the costs of any extensions or utility system improvements that are necessary to provide Utility Services to the Property or to ensure timely development of integrated utility systems serving the Property and areas outside the Property as determined by UTILITIES.

Owners acknowledge that UTILITIES' connection requirements shall include Owners' payment of all applicable development charges, recovery-agreement charges, advance recovery-agreement charges, aid-to-construction charges and other fees or charges applicable to the requested Utility Service. Because recovery agreement charges, advance recovery-agreement charges, and aid-to-construction charges may vary over time and by location, Owners are responsible for contacting UTILITIES's Customer Contract Administration at (719) 668-8111 to ascertain which fees or charges apply to the Property in advance of development of the Property.

B. Dedications and Easements: Notwithstanding anything contained in Article XI. of this Agreement to the contrary, Owners, at Owners' sole cost and expense, shall dedicate by plat and/or convey by recorded document, all property (real and personal) and easements that UTILITIES determines are required for any utility-system facilities necessary to serve the Property or to ensure development of an integrated utility system. UTILITIES shall determine the location and size of all property necessary to be dedicated or otherwise conveyed.

Owners shall provide UTILITIES all written, executed conveyances prior to or at the time of platting or prior to the development of the Property as determined by UTILITIES.

Further, all dedications and conveyances of real property must comply with the City Code, the City Charter, and UTILITIES Tariffs, URRs, and Standards, and shall be subject to UTILITIES's environmental review. Neither the City nor UTILITIES has any obligation to accept any real property interests. All easements by separate

instrument shall be conveyed using UTILITIES's then-current Permanent Easement Agreement form without modification unless approved by UTILITIES.

If Owners, with prior written approval by UTILITIES, relocate, require relocation, or alter any existing utility facilities within the Property, then the relocation or alteration of these facilities shall be at the Owners' sole cost and expense. If UTILITIES determines that Owners' relocation or alteration requires new or updated easements, then Owners shall convey those easements prior to relocating or altering the existing utility facilities using UTILITIES's then-current Permanent Easement Agreement form without modification unless approved by UTILITIES. UTILITIES will only relocate existing gas or electric facilities during time frames and in a manner that UTILITIES determines will minimize outages and loss of service.

C. Extension of Utility Facilities by UTILITIES:

1. Natural Gas and Electric Facilities: Subject to the provisions of this Article, City Code, and UTILITIES Tariffs, URRs, and Standards, UTILITIES will extend electric and gas service to the Property if UTILITIES, in its sole discretion, determines there will be no adverse effect to any Utility Service or utility easement. Owners shall cooperate with UTILITIES to ensure that any extension of gas or electric facilities to serve the Property will be in accordance with City Code and UTILITIES Tariffs, URRs, and Standards. UTILITIES, in its sole discretion, may require Owners to enter into a Revenue Guarantee Contract for the extension of any electric service or facilities, including any necessary electric transmission or substation facilities. If any portion of the Property is located outside UTILITIES's electric service territory prior to annexation, then upon annexation:

1. Owners shall be solely responsible for providing the just compensation for electric distribution facilities and service rights specified in C.R.S. §§ 40-9.5-204 plus all costs and fees, including but not limited to, attorneys' fees that UTILITIES incurs as a result of or associated with the acquisition of such electric service territory; and
2. Owners shall be solely responsible for all costs: (1) to remove any existing electric distribution facilities within the Property that were previously installed by the then-current electric service provider ("Existing Facilities"); and (2) to convert any overhead electric lines to underground service lines ("Conversion") as determined by UTILITIES.
3. Within 30 days of Owners' receipt of an invoice for the following:
  1. Owners shall pay the former electric service provider, directly, for the just compensation specified in C.R.S. §§ 40-9.5-204 (1) (a) and 40-9.5-204 (1) (b); and
  2. If the former electric service provider removes the Existing Facilities, then Owners shall pay the former electric service provider directly for the removal of any Existing Facilities.
  4. Further, Owners shall pay UTILITIES the just compensation specified in C.R.S. §§ 40-9.5-204 (1) (c) and 40-9.5-204 (1) (d) within 30 days of Owners' receipt of an invoice for such costs.
  5. Owners shall also pay for any Conversion required by UTILITIES as a result of such annexation concurrent with the execution of a contract between the Owners and UTILITIES that specifies the terms of Conversion.

2. Water and Wastewater Facilities: In accordance with City Code, UTILITIES shall be responsible for the construction of centralized water and wastewater treatment facilities needed to serve the Property. In the event UTILITIES or other developers design and construct other water or wastewater system improvements UTILITIES determines are needed to ensure an integrated water or wastewater system is available to serve the Property, Owners shall be required to pay cost recovery for the engineering, materials, and installation costs incurred by UTILITIES or the other developer in its design, construction, upgrade, or improvement of any water pump stations, water suction storage facilities, water transmission and distribution pipelines, or other water system facilities and appurtenances and any wastewater pump stations, wastewater pipeline facilities, or other wastewater collection facilities and appurtenances.

D. Water and Wastewater System Extensions by Owners: Owners must extend, design, and construct all potable and non-potable water system facilities and appurtenances, and all wastewater collection system facilities, wastewater pump stations, and any water or wastewater service lines to and within the Property at Owners' sole cost and expense in accordance with City Code and UTILITIES's Tariffs, URRs, and Standards in effect at the time of each specific request for water or wastewater service. Consistent with City Code § 7.7.1102 (B), Owners shall complete the design and installation, and obtain preliminary acceptance of such utility facilities, prior to UTILITIES's approval of Owners' water and wastewater service requests. Notwithstanding the above requirements, UTILITIES may enter into cost-sharing agreements with Owners for water and wastewater system expansions based on a determination of benefit to UTILITIES, in UTILITIES's sole discretion

E. Limitation of Applicability: The provisions of this Agreement set forth the requirements of the City and 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 or UTILITIES to adopt different ordinances, rules, regulations, resolutions, policies or codes which change any of the provisions set forth in this Agreement so long as these provisions apply to the City generally and are in accord with the then-current tariffs, rates, regulations and policies of UTILITIES. City Code, UTILITIES's Tariffs, URRs and Standards shall govern the use of all Utilities Services.

F. Southeastern Colorado Water Conservancy District: Notice is hereby provided that upon annexation, and as a condition of receiving water service from UTILITIES, the Property must be included in the boundaries of the Southeastern Colorado Water Conservancy District ("District") pursuant to C.R.S. § 37-45-136 (3.6) as may be amended, and the rules and procedures of the District. Further, notice is hereby provided that, after inclusion of the Property into the boundaries of the District, the Property shall be subject to a property tax mill levy or other payment in lieu of taxes for the purposes of meeting the financial obligations of the District. The Owner acknowledges that water service for the Property will not be made available by UTILITIES until the Property is formally included within the boundaries of the District. District inclusion requires consent by the Bureau of Reclamation ("Reclamation"). The Owner shall be responsible for taking all actions necessary for inclusion of the Property into the boundaries of the District, including but not limited to, any action required to obtain Reclamation's consent to include the Property into the District.

## VII.

### WATER RIGHTS

As provided in the Special Warranty Deed and Irrevocable Consent to the Appropriation, Withdrawal and Use of Groundwater ("Deed"), which is attached to this Agreement and hereby incorporated by reference, Owners grant to the City, all right, title and interest to any and all groundwater underlying or appurtenant to and used upon the Property, and any and all other water rights appurtenant to the Property (collectively referred to as "the Water Rights"), together with the sole and exclusive right to use the Water Rights and all rights of ingress and egress required by the City to appropriate, withdraw and use the Water Rights. The Deed conveying the Water Rights shall be executed by the Owners concurrently with this Agreement and shall be made effective upon the date of the City Council's final approval of the annexation of the Property. The Deed shall be recorded concurrent with the recording of the annexation agreement, annexation plat, and annexation ordinance at the El Paso County Clerk and Recorder's office.

Furthermore, pursuant to C.R.S. § 37-90-137(4), as now in effect or hereafter amended, on behalf of Owners and all successors in title, Owners irrevocably consent to the appropriation, withdrawal and use by the City of all groundwater underlying or appurtenant to and used upon the Property.

In the event the City chooses to use or further develop the Water Rights that have been conveyed, Owners agree to provide any and all easements required by the City prior to the construction and operation of any City well or water rights related infrastructure on the Property. Wells constructed by the City outside the Property may withdraw groundwater under Owners' Property without additional consent from Owners.

Upon annexation of the Property, any wells or groundwater developed by Owners prior to annexation will become subject to UTILITIES's applicable Tariffs, URRs, Standards, and rates as amended in the future. Owners' uses of groundwater shall be subject to approval by the City and UTILITIES, and shall be consistent with City Code, UTILITIES's Tariffs, URRs, Standards, , and the City's resolutions and policies for the use of groundwater now in effect or as amended in the future. No commingling of well and City water supply will be permitted.

VIII.

FIRE PROTECTION

If applicable, the Owner understands and acknowledges that the Property may be excluded from the boundaries of a Fire District under the provisions applicable to special districts, Article 1 of Title 32 C.R.S., and as otherwise provided by law. The Owner understands and acknowledges that the Owner, its heirs, assigns and successors in title are responsible for seeking any exclusion from a Fire District and that the City has no obligation to seek exclusion of any portion of the Property from a Fire District.

IX.

FIRE PROTECTION FEE

The Owners agree to pay a fee of \$1,985.00 per gross acre of the entire annexed area as their share of the capital cost of a new fire station and the initial apparatus purchase required to service this annexation as well as adjacent areas of future annexation The Fire Protection Fee will be due prior to recordation of the annexation plat and this agreement. The City agrees as future annexations occur within the service area of the proposed fire station the owners of future annexations will be required to pay a per-acre fee to the City for the capital improvements to the fire station.

X.

POLICE SERVICE FEE

The Owners agree to pay a fee of \$1,985.00 per gross acre of the entire annexed area as their share of the capital cost of a new fire station and the initial apparatus purchase required to service this annexation as well as adjacent areas of future annexation The Fire Protection Fee will be due prior to recordation of the annexation plat and this agreement. The City agrees as future annexations occur within the service area of the proposed fire station the owners of future annexations will be required to pay a per-acre fee to the City for the capital improvements to the fire station.

XI.

PUBLIC LAND DEDICATION

Owner agrees that all land dedicated or deeded to the City for municipal or utility purposes, including park and school sites, shall be platted and all applicable development fee obligations paid.

Owner agrees that any land dedicated or deeded to the City for municipal or utility purposes, including park and school sites, shall be free and clear of liens and encumbrances. All fees that would be applicable to the platting of land that is to be dedicated to the City (including park and school land) shall be paid by Owner. Fees will be required on the gross acreage of land dedicated as of the date of the dedication in accord with the fee requirements in effect as of the date of the dedication. All dedications shall be platted by the Owner prior to conveyance, unless otherwise waived by the City.

In addition, any property dedicated by deed shall be subject to the following:

- A. All property deeded to the City shall be conveyed by General Warranty Deed.
- B. Owner shall convey the property to the City within 30 days of the City's written request.

C. Any property conveyed to the City shall be free and clear of any liens and/or encumbrances.

D. All property taxes levied against the property shall be paid by the Owner through the date of conveyance to the City.

E. An environmental assessment of the property must be provided to the City for review and approval, unless the City waives the requirement of an assessment. Approval or waiver of the assessment must be in writing and signed by an authorized representative or official of the City.

XII.  
SPECIAL PROVISIONS

Not applicable.

XIII.  
ORDINANCE COMPLIANCE

Owners will comply with all tariffs, policies, rules, regulations, ordinances, resolutions and codes of the City which now exist or are amended or adopted in the future, including those related to the subdivision and zoning of land, except as expressly modified by this Agreement. This Agreement shall not be construed as a limitation upon the authority of the City to adopt different tariffs, policies, rules, regulations, ordinances, resolutions and codes which change any of the provisions set forth in this Agreement so long as these apply to the City generally.

XIV.  
ASSIGNS AND DEED OF TRUST HOLDERS

Where as used in this Agreement, the term "the Owners" or "Property Owners," shall also mean any of the heirs, executors, personal representatives, transferees, or assigns of the Owners and all these parties shall have the right to enforce and be enforced under the terms of this Agreement as if they were the original parties hereto. Rights to specific refunds or payments contained in this Agreement shall always be to the Owners unless specifically assigned to another person.

Owners affirmatively state that there exist no outstanding deeds of trust or other similar liens or encumbrances against the Property

XV.  
RECORDING

This Agreement shall be recorded with the Clerk and Recorder of El Paso County, Colorado, and constitute a covenant running with the land. This Agreement shall be binding on future assigns of the Owners and all other persons who may purchase land within the Property from the Owners or any persons later acquiring an interest in the Property. Any refunds made under the terms of this Agreement shall be made to the Owners and not subsequent purchasers or assigns of the Property unless the purchase or assignment specifically provides for payment to the purchaser or assignee and a copy of that document is filed with the City.

XVI.  
AMENDMENTS

This Agreement may be amended by any party, including their respective successors, transferees, or assigns, and the City without the consent of any other party or its successors, transferees, or assigns so long as the amendment applies only to the property owned by the amending party. For the purposes of this article, an

amendment shall be deemed to apply only to property owned by the amending party if this Agreement remains in full force and effect as to property owned by any non-amending party.

Any amendment shall be recorded in the records of El Paso County, shall be a covenant running with the land, and shall be binding on all persons or entities presently possessing or later acquiring an interest in the property subject to the amendment unless otherwise specified in the amendment."

#### XVII. HEADINGS

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

#### XVIII. DEFAULT AND REMEDIES

If either Owner or City fails to perform any material obligation under this Agreement, and fails to cure the default within thirty (30) days following notice from the non-defaulting party of that breach, then a breach of this Agreement will be deemed to have occurred and the non-defaulting party will be entitled, at its election, to either cure the default and recover the cost thereof from the defaulting party, or pursue and obtain against the defaulting party an order for specific performance of the obligations under this Agreement and, in either instance, recover any actual damages incurred by the non-defaulting party as a result of that breach, including recovery of its costs and reasonable attorneys' fees incurred in the enforcement of this Agreement, as well as any other remedies provided by law.

#### XIX. GENERAL

Except as specifically provided in this Agreement, City agrees to treat Owner and the Property in a non-discriminatory manner relative to the rest of the City. In addition, any consent or approval required in accord with this Agreement from the City shall not be unreasonably withheld, conditioned or delayed. City agrees not to impose any fee, levy or tax or impose any conditions upon the approval of development requests, platting, zoning or issuance of any building permits for the Property, or make any assessment on the Property that is not uniformly applied throughout the City, except as specifically provided in this Agreement or the City Code. If the annexation of the Property or any portion of the Property is challenged by a referendum, all provisions of this Agreement, together with the duties and obligations of each party, shall be suspended, pending the outcome of the referendum election. If the referendum challenge to the annexation results in the disconnection of the Property from the City, then this Agreement and all its provisions shall be null and void and of no further effect. If the referendum challenge fails, then Owner and City shall continue to be bound by all terms and provisions of this Agreement.

#### XX. SEVERABILITY

If any provision of this Agreement is for any reason and to any extent held to be invalid or unenforceable, then neither the remainder of the document nor the application of the provisions to other entities, persons or circumstances shall be affected.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the  
3<sup>rd</sup> day and 2020 year first written above.  
1<sup>st</sup> of December

CITY OF COLORADO SPRINGS

BY: John Suthers  
John Suthers, Mayor

ATTEST:

BY: Sarah B. Johnson  
Sarah B. Johnson, City Clerk

APPROVED AS TO FORM:

BY: Ben Bolinger  
Ben Bolinger, City Attorney

OWNER:  
Hermigio Israel Mazariegos Chilel  
3512 N Carefree Circle, Apt D  
Colorado Springs, CO 80917

By: 

Name: HERMIGIO ISRAEL MAZARIEGOS CHILEL

Title: OWNER

(Owner)

ACKNOWLEDGMENT

STATE OF COLORADO )

) ss.

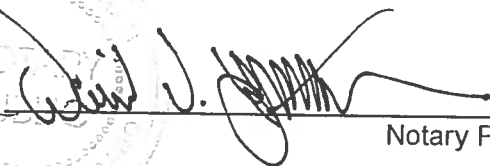
COUNTY OF EL PASO )

The foregoing instrument was acknowledged before me this 11th day of AUGUST, 2020,  
by HERMIGIO ISRAEL MAZARIEGOS CHILEL, as OWNER for and on behalf of Hermigio  
Israel Mazariegos Chilel

Witness my hand and notarial seal.

My commission expires: 07.10.2022





Notary Public

Address:

3898 MAIZELAND ROAD

COLORADO SPRINGS, CO 80922

**EXHIBIT A  
LEGAL DESCRIPTION**

**PROPERTY DESCRIPTION: 4221 Date Street**

A portion of the Northwest Quarter of Section 26, Township 13 South, Range 66 West of the 6th P.M., situate in the City of Colorado Springs, El Paso County, Colorado, described as follows:

Lot 21, Block 3, PARK VISTA ADDITION (Plat Book W, Page 69, El Paso County, Colorado records);

Containing 0.165 acres (7,200 square feet), more or less.

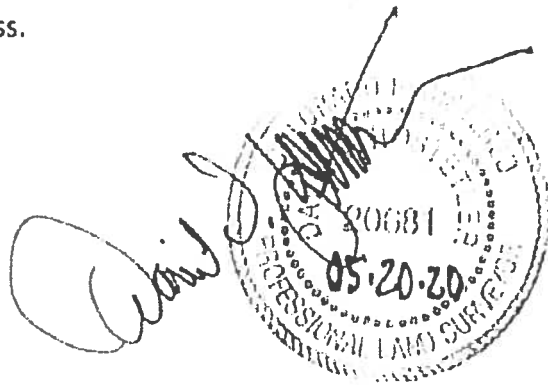


EXHIBIT B

SPECIAL WARRANTY DEED AND IRREVOCABLE CONSENT  
TO THE APPROPRIATION, WITHDRAWAL AND USE OF GROUNDWATER  
MAZARIEGOS ADDITION NO. 1 ANNEXATION

Hermigio Israel Mazariegos Chilrel (Owner) ("Grantor(s)"), whose address is 3512 N Carefree Circle, Apt D, Colorado Springs, Colorado, in consideration of the benefits received pursuant to the Mazariegos Addition No. 1 Annexation Agreement dated August 11, 2020 ("Annexation Agreement"), which is executed by Grantor(s) concurrently with this Special Warranty Deed, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, sell and convey to the City of Colorado Springs, Colorado ("Grantee"), whose address is 30 S. Nevada Avenue, Colorado Springs, CO 80903, all right, title, and interest in any and all groundwater underlying or appurtenant to and used upon the property described in Exhibit A ("Property") and any and all other water rights appurtenant to the Property collectively referred to as the "Water Rights", together with the sole and exclusive right to use the Water Rights and all rights of ingress and egress required by the Grantee to appropriate, withdraw and use the Water Rights; and Grantor(s) warrants title to the same against all claims arising by, through, or under said Grantor(s). The Water Rights include but are not limited to those described in Exhibit B.

Furthermore, pursuant to C.R.S. § 37-90-137(4) as now exists or may later be amended, Grantor(s), on behalf of Grantor(s) and any and all successors in title, hereby irrevocably consent in perpetuity to the appropriation, withdrawal and use by Grantee of all groundwater underlying or appurtenant to and used upon the Property.

This Special Warranty Deed and the consent granted herein shall be effective upon the date of the City of Colorado Springs-City Council's final approval of the Annexation Agreement.

Executed this 11th day of AUGUST, 2020.

GRANTOR(s)

By:

Name: HERMIGIO ISRAEL MAZARIEGOS CHILREL

Its: OWNER

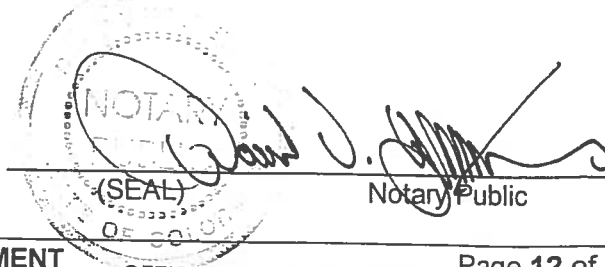
STATE OF COLORADO )

COUNTY OF EL PASO ) ss.


The foregoing instrument was acknowledged before me this 11th day of AUGUST, 2020, by HERMIGIO ISRAEL MAZARIEGOS CHILREL, Grantor.


Witness my hand and official seal.

My Commission Expires: 07.10.2022



Accepted by the City of Colorado Springs

By:  this 20 day of August, 2020  
Real Estate Services Manager

By:  this 20 day of August, 2020  
Colorado Springs Utilities System Extensions Manager

Approved as to Form:

By:  Date: 8/27/2020  
City Attorney's Office

**Exhibit A**  
**LEGAL DESCRIPTION**

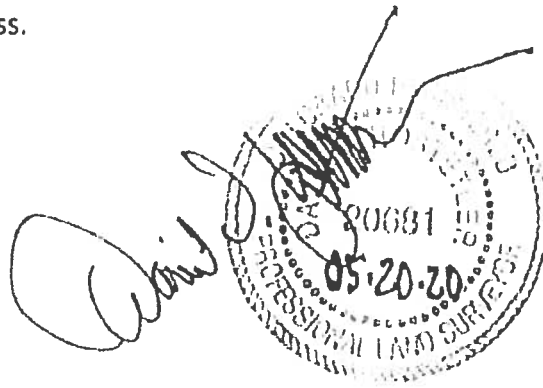
To the  
Special Warranty Deed and Irrevocable Consent to the Appropriation, Withdrawal and Use of Groundwater  
executed by Hermigio Israel Mazariegos Chilel, Grantor(s) on 08.11.20.

**PROPERTY DESCRIPTION: 4221 Date Street**

A portion of the Northwest Quarter of Section 26, Township 13 South, Range 66 West of the 6th P.M.,  
situate in the City of Colorado Springs, El Paso County, Colorado, described as follows:

Lot 21, Block 3, PARK VISTA ADDITION (Plat Book W, Page 69, El Paso County, Colorado records);

Containing 0.165 acres (7,200 square feet), more or less.



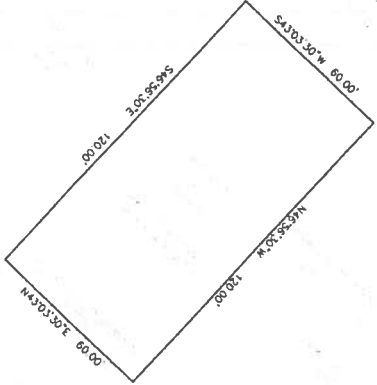
# MAZARIEGOS ADDITION NO. 1 ANNEXATION

AN ANNEXATION OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 28 TOWNSHIP 13 SOUTH RANGE 66 WEST OF THE 6TH P.M. TO THE CITY OF COLORADO SPRINGS EL PASO COUNTY COLORADO

VICINITY MAP

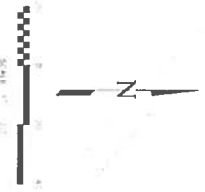
SITE

DATE STREET



BEVERLY STREET

ROSALIE STREET



## SITE DATA

LOT 2, 0.007 A  
 FRONT LOT BOUNDARY - 60.00'  
 DEPTH OF LOT - 306.95'  
 PERCENT OF CONTIGUITY - 100.00%  
 AREA - 0.005 ACRES

BE IT KNOWN BY THESE PRESENTS: **14649**

## IN WITNESS WHEREOF

THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE RECORDS OF THE COUNTY CLERK.

## NOTARIAL

I, the undersigned, a Notary Public in and for the State of Colorado, do hereby certify that the foregoing is a true and correct copy of the RECORDS OF THE COUNTY CLERK.

## SURVEYOR'S CERTIFICATE

I, the undersigned, a Licensed Surveyor in the State of Colorado, do hereby certify that the foregoing is a true and correct copy of the RECORDS OF THE COUNTY CLERK.

## CITY APPROVAL

By the City of Colorado Springs, Colorado, I do hereby certify that the foregoing is a true and correct copy of the RECORDS OF THE COUNTY CLERK.

By the City of Colorado Springs, Colorado, I do hereby certify that the foregoing is a true and correct copy of the RECORDS OF THE COUNTY CLERK.

## RECORDING

I, the undersigned, a Licensed Surveyor in the State of Colorado, do hereby certify that the foregoing is a true and correct copy of the RECORDS OF THE COUNTY CLERK.

*[Signature]*

CALL BEFORE YOU DIG

811

DIAL 811

REVISIONS		By	Date
1	Initial		
2	Revised		
3	Revised		
4	Revised		
5	Revised		

Land Development Consultants, Inc.

MAZARIEGOS ADDITION NO. 1 ANNEXATION

Project No. 18054 Sheet 1 of 1