RESOLUTION NO.19 - 25

A RESOLUTION ADOPTING FINDINGS OF FACT AND CONCLUSIONS OF LAW BASED THEREON AND DETERMINING THE ELIGIBILITY FOR ANNEXATION OF PROPERTY KNOWN AS ROCK CREEK MESA ADDITION NO. 2 ANNEXATION HEREINAFTER MORE SPECIFICALLY DESCRIBED IN EXHIBIT "A"

WHEREAS, in accord with Section 31-12-101, *et seq.*, C.R.S., known as the Municipal Annexation Act of 1965, as amended (the "Annexation Act"), the City Clerk of the City of Colorado Springs received a petition for annexation and an annexation plat for certain territory known as the Rock Creek Mesa Addition No. 2 Annexation, more specifically described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, said petition was signed by persons comprising one hundred percent (100%) of the landowners of the Property to be annexed and owning one hundred percent (100%) of the Property, excluding public streets and alleys, in compliance with the provisions of Article II, Section 30 of the Colorado Constitution, and Section 31-12-107(1) of the Annexation Act; and

WHEREAS, on December 10, 2024, the City Council, acting by resolution, found the petition for annexation to be in substantial compliance with Section 31-12-107(1) C.R.S of the Annexation Act and Section 30 of Article II of the Colorado Constitution, set a hearing to consider the annexation of the Property to the City of Colorado Springs on January 28, 2025, in Council Chambers, City Hall, 107 North Nevada Avenue, Colorado Springs, Colorado, and directed the City Clerk to give notice of said hearing in the manner prescribed in Section 31-12-108 of the Annexation Act; and

WHEREAS, in support of the annexation the following affidavits were filed with City Council: the City Clerk's affidavit (the "Clerk's Affidavit"), an affidavit of Roland Sevigny, Planning Supervisor for the City of Colorado Springs (the "Planner's Affidavit"), and an affidavit from Stewart Mapes, a registered professional land surveyor (the "Surveyor's Affidavit").

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

Section 1. City Council finds:

(a) that the City Council of the City of Colorado Springs has conducted a hearing to consider the annexation of the Property, described in Exhibit "A" and commonly

known as the Rock Creek Mesa Addition No. 2 Annexation, on January 28, 2025, at City of Colorado Springs, in Council Chambers, City Hall, 107 North Nevada Avenue, Colorado Springs, Colorado, in accord with the Annexation Act;

(b) that at said hearing, City Council considered the annexation petition and annexation plat, testimony presented, the Clerk's Affidavit, the Planner's Affidavit, the Surveyor's Affidavit, the record of the City Planning Commission's decision recommending annexation, all other relevant information presented;

(c) that the City Clerk has provided notice as directed and said notice complies with the requirements of Section 31-12-108 of the Annexation Act;

(d) that the Annexation Impact Report identified in Section 31-12-108.5 of the Annexation Act was filed with the Clerk to the Board of County Commissioners and the El Paso County Development Services Department as the Property proposed to be annexed is comprised of more than ten (10) acres;

(e) that the Property proposed to be annexed is unincorporated;

(f) that the legal description of the Property on Exhibit "A" is the same as the area described in the annexation petition and the annexation plat;

(g) that at least one-sixth (1/6th) of the boundary of the perimeter of the Property proposed to be annexed is contiguous with the existing boundary of the City of Colorado Springs;

(h) that a community of interest exists between the area proposed to be annexed and the annexing municipality; that said area is urban or will be urbanized in the near future; and that said area is integrated with or is capable of being integrated with the annexing municipality as provided for in Section 31-12-104(b) of the Annexation Act;

(i) no land held in identical ownership within the Property proposed to be annexed has been divided into separate parts or parcels by the boundaries of such annexation without the written consent of the landowner except as such tracts or parcels are separated by a dedicated street, road or other public way;

(j) no land held in identical ownership within the area proposed to be annexed, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprising five (5) acres or more (which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of $200,000 for ad valorem tax purposes for the next year preceding the annexation), has been included within the boundary of the area proposed to be annexed without the written consent of the landowners;

(k) that no annexation of all or any part of the Property has been commenced by any other municipality;

(l) the proposed annexation will not result in the detachment of an area from any school district and attachment of the same area to another school district;

(m) in establishing the boundaries of the Property proposed to be annexed, if a portion of a platted street or alley is annexed, the entire width of said street or alley is included within the Property proposed to be annexed;

(n) the applicable requirements of Section 31-12-105 of the Annexation Act have been satisfied;

(o) no petition for election has been received nor is an election otherwise required under the provisions of Section 31-12-107(2) of the Annexation Act;

(p) the annexation of the Property, commonly known as the Rock Creek Mesa Addition No. 2 Annexation and legally described in Exhibit "A" attached hereto, meets the requirements of and fully complies with Part 1 of Article 12 of Title 31 C.R.S., the Municipal Annexation Act of 1965 as amended, and Section 30 of Article II of the Colorado Constitution;

(q) the Property is eligible for annexation to the City of Colorado Springs.

Section 2. 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 3. The Mayor is hereby authorized to execute the Annexation Agreement.

Dated at Colorado Springs, Colorado this 28th day of January 2025.

Randy Helms, Council President

ATTEST:

Sarah B. Johnson, City Clerk

COLORADO SPRINGS INCORPORATED SEAL SEPTEMBER 3, 1872 COLORADO

Matrix Design Group, Inc.
2435 Research Parkway, Suite 300
Colorado Springs, CO 80920
O 719.575.0100
F 719.575.0208
matrixdesigngroup.com

ROCK CREEK MESA ADDITION NO. 2

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 30, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6TH P.M., IN THE COUNTY OF EL PASO, STATE OF COLORADO, CONTAINING A PORTION OF PARCELS OR LAND RECORDED UNDER RECEPTIONS NUMBER 224050744 WITHIN THE RECORDS OF EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER, BEING MONUMENTED ON THE WEST END BY A 3-1/4 INCH BRASS CAP (BLM STANDARD) AND ON THE EAST END BY A 2-1/2 INCH ALUMINUM CAP STAMPED "RMLS 19625"

COMMENCING AT THE SAID CENTER CORNER OF SECTION 30;
THENCE NORTH 89°02'51" WEST, A DISTANCE OF 191.29 FEET TO A POINT ON THE EXTERIOR BOUNDARY OF THAT PARCEL OF LAND RECORDED AT SAID RECEPTION NUMBER 224050744 AND TO THE **POINT OF BEGINNING**;
THENCE COINCIDENT WITH SAID EXTERIOR BOUNDARY SOUTH 01°02'53" WEST, A DISTANCE OF 439.71 FEET TO A POINT ON THE EXTERIOR OF THAT PARCEL OF LAND RECORDED AT RECEPTION NUMBER 224050744;
THENCE COINCIDENT WITH SAID EXTERIOR BOUNDARY THE FOLLOWING TWO (2) COURSES:

1. SOUTH 89°02'57" EAST, A DISTANCE OF 208.00 FEET;
2. SOUTH 01°02'56" WEST, A DISTANCE OF 260.09 FEET TO A POINT ON THE EXTERIOR BOUNDARY OF THAT PARCEL OF LAND RECORDED AT SAID RECEPTION NUMBER 224050744;

THENCE COINCIDENT WITH SAID EXTERIOR BOUNDARY OF SAID PARCEL THE FOLLOWING TWO (2) COURSES:

1. SOUTH 89°02'40" EAST, A DISTANCE OF 598.00 FEET;
2. SOUTH 02°00'53" EAST, A DISTANCE OF 119.63 FEET;

THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 1,292.50 FEET TO A POINT ON THE EXTERIOR BOUNDARY OF THAT PARCEL OF LAND RECORDED AT RECEPTION NUMBER 224050744;
THENCE COINCIDENT WITH SAID EXTERIOR BOUNDARY THE FOLLOWING THREE (3) COURSES:

1. NORTH 08°18'28" WEST, A DISTANCE OF 59.97 FEET;
2. NORTH 06°04'29" EAST, A DISTANCE OF 391.30 FEET;
3. NORTH 05°59'00" EAST, A DISTANCE OF 393.36 FEET;

THENCE SOUTH 04°07'26" EAST, A DISTANCE OF 462.00 FEET;
THENCE SOUTH 89°02'51" EAST, A DISTANCE OF 339.76 FEET;
THENCE NORTH 06°01'44" EAST, A DISTANCE OF 462.00 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 363,837 SQUARE FEET OR (8.35254 ACRES), MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

JERRY R. BESSIE, PLS 38576
PREPARED FOR AND ON BEHALF OF MATRIX DESIGN GROUP
2435 RESEARCH PARKWAY, SUITE 300
COLORADO SPRINGS, CO. 80920

ROCK CREEK MESA ADDITION NO. 2
ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (the "Agreement"), dated this 16 day of January, 2025, is between **THE CITY OF COLORADO SPRINGS, a home rule city and Colorado municipal corporation** (the "City"), and **ROCK CREEK RESIDENTIAL LLC, a limited liability company** (the "Owner"). The Owner or the City may be referred to individually as a "Party" or together as the "Parties".

I.
INTRODUCTION

The Owner owns all the real property located in El Paso County, Colorado, identified and described on the legal description attached as **Exhibit A** ("Property" or "Owner's 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 funds for the installation of infrastructure needed to serve the Property and, therefore, desires to clarify Owner's obligations for installation of or payment for any off-site infrastructure or improvements and cost recoveries available to the Owner for services to the Property. 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 Owner has petitioned the City for annexation of the Property described in **Exhibit A** attached hereto. The annexation will become effective upon final approval by the City Council and upon the recording with the El Paso County Clerk and Recorder (the "Records") of each of the following: (1) this Agreement; (2) the annexation plat; (3) the Rock Creek Mesa Addition No. 2 special warranty deed, and irrevocable consent to the appropriation, withdrawal, and use of groundwater and (4) the annexation ordinance.

This agreement is intended to be a subsequent annexation agreement as part of the overall Rock Creek Mesa Annexation to include as a whole the Rock Creek Mesa Additions No. 1 through No. 6 Annexation. The provisions contained in the Rock Creek Mesa Addition No. 1 Annexation Agreement shall apply to the Property described herein and any of the property described in the Rock Creek Mesa Annexation Agreement. All provisions of the Rock Creek Mesa Addition No. 1 Annexation Agreement will extend to the Property as part of the overall annexation and included in the Agreement.

III.
LAND USE

The Rock Creek Mesa Additions No. 1-6 and Cheyenne Mountain State Park Addition No. 1 Land Use Plan for the Property has been proposed and submitted to the City for approval. Owner will comply with the approved Land Use Plan and any subsequent amendments to the Rock Creek Mesa Additions No. 1-6 and Cheyenne Mountain State Park Addition No. 1 Land Use Plan approved in accord with the Unified Development Code of the Code of the City of Colorado Springs 2001, as amended ("UDC").

IV.
ZONING

Zoning. The City agrees to recommend that the initial zone for the Owner's Property shall be R-Flex-Med/HS-O/WUI-O/ (R-Flex Medium with Hillside and Wildland Urban Interface Overlay) and R-Flex-Med/WUI-O (R-Flex Medium with Wildland Urban Interface Overlay) zone district upon annexation. While zoned R-Flex-Med/HS-O/WUI-O (R-Flex Medium with Hillside and Wildland Urban Interface Overlay) and R-Flex-Med/WUI-O (R-Flex Medium with Wildland Urban Interface Overlay) zone district, a development plan shall be required for any use. Owner acknowledges and understands that City Council determines the appropriate zone for the Property, and the City's recommended zone does not bind Planning Commission or City Council.

V.
PUBLIC FACILITIES

A. Metropolitan Districts. Metropolitan Districts shall be governed by Article V of the Rock Creek Mesa Addition No. 1 Annexation Agreement as if fully set forth in this agreement.

B. Streets, Bridges, and Traffic Control. Streets, Bridges, and Traffic Control shall be governed by Article V of the Rock Creek Mesa Addition No. 1 Annexation Agreement as if fully set forth in this agreement.

C. Drainage. Drainage shall be governed by Article V of the Rock Creek Mesa Addition No. 1 Annexation Agreement as if fully set forth in this agreement.

D. Parks. The Owner shall comply with City Code and Parkland Dedication Ordinance.

E. Schools. The Owner shall comply with any applicable City Code section, as amended, with respect to school dedications.

G. Improvements Adjacent to Park and School Lands. Streets and other required public improvements, including utilities, adjacent to park lands dedicated within the Property will be built by the Owner, subject to City Code requirements.

H. City Service Center. The City Service Center shall be governed by Article V of the Rock Creek Mesa Addition No. 1 Annexation Agreement as if fully set forth in this agreement.

VI.
UTILITY SERVICES

Utilities shall be provided as set forth in the Rock Creek Mesa Addition No. 1 Annexation Agreement.

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, the Owner grants 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 Owner 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 this Agreement, the annexation plat, and the 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 the Owner and all successors in title, the Owner irrevocably consents 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, the Owner agrees 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 the Owner's Property without additional consent from the Owner.

Upon recording of the Deed, any wells or groundwater developed by Owners prior to recording will become subject to UTILITIES' 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' 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. If Owners determine not to use any existing wells on the Property, Owners shall plug and abandon any such wells on the Property in compliance with the State of Colorado Division of Water Resources ("DWR") procedures and provide UTILITIES with a copy of such DWR abandonment approval prior to receiving utility service from UTILITIES.

VIII.
FIRE PROTECTION

The Owner understands and acknowledges that the Property may be excluded from the boundaries of the Fire District under the provisions applicable to special districts, Article 1 of Title 32 C.R.S., and as otherwise provided by law. Upon request by the City, the person who owns the Property at the time of the City's request agrees to apply to the Fire District for exclusion of the Property from the Fire District. The Owner understands and acknowledges that the Owner is responsible for seeking any exclusion from the Fire District and that the City has no obligation to seek exclusion of any portion of the Property from the Fire District.

IX.
FIRE PROTECTION FEE

The Owner shall be subject to the requirements of City Code § 7.5.532 regarding Citywide Development Impact Fees.

X.
POLICE SERVICE FEE

The Owner shall be subject to the requirements of City Code § 7.5.532 regarding Citywide Development Impact Fees.

XI.
PUBLIC LAND DEDICATION

Public land dedication shall be governed by Article XI of the Rock Creek Mesa Addition No. 1 Annexation Agreement as if fully set forth in this agreement.

XII.
SPECIAL PROVISIONS

Intentionally left blank - not applicable.

XIII.
ORDINANCE COMPLIANCE

Owner 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

As used in this Agreement, the term "Owner" shall also mean any of the heirs, executors, personal representatives, transferees, or assigns of the Owner 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 Owner unless specifically assigned to another person.

XV.
RECORDING

This Agreement and any subsequent amendments 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 Owner and all other persons who may purchase land within the Property from the Owner or any persons later acquiring an interest in the Property. Any refunds made under the terms of this Agreement shall be made to the Owner 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 joint agreement between the City and any party, including their respective successors, transferees, or assigns, without the consent of any other non-City party or its successors, transferees, or assigns but only as applied to the property owned by the amending party at the time of the amendment. 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.

XVII.
HEADINGS

The headings for the different sections of this Agreement are for convenience and reference only and do not define or limit the scope or intent of any of the language of the Agreement and shall not be construed to affect in any manner the terms or the interpretation or construction 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. The City agrees to provide the Property with all of the usual municipal services in accordance with this Agreement, and the ordinances and policies 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 authorized pursuant to the City Code. Any fee provided for in this Agreement shall be in addition to, and not in lieu of, any impact fee or development requirement required by or authorized pursuant to 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 such finding shall not affect either the remainder of the Agreement or the application of the provisions to other entities.

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement as of the date first written above.

CITY OF COLORADO SPRINGS

BY:_____
Blessing A. Mobolade, Mayor

ATTEST:

BY:_____
Sarah B. Johnson, City Clerk

APPROVED AS TO FORM:

BY:_____
Office of the City Attorney

OWNER : ROCK CREEK RESIDENTIAL LLC

By: _____

Name: Danny Mientka

Title: Manager

(Owner)

ACKNOWLEDGMENT

STATE OF Colorado)

) ss.

COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 16 day of January, 2025, by Danny Mientka, as Manager for and on behalf of ROCK CREEK RESIDENTIAL LLC

Witness my hand and notarial seal.
My commission expires: June 20, 2026

S. S.
Notary Public

SVENJA OLLAND-GRISWOLD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184025608
MY COMMISSION EXPIRES JUNE 20, 2026

DEED OF TRUST HOLDER: DLP LENDING FUND LLC

By: _____

Title: Christopher Roemer, Authorized Signatory

ACKNOWLEDGMENT

STATE OF Florida)
) ss.
COUNTY OF St. Johns)

The foregoing instrument was acknowledged before me this 23rd day of January, 20 25
by CHRISTOPHER ROEMER as Authorized Signatory

Witness my hand and notarial seal.
My commission expires: 09/30/2028

Theresa Alice Gattey
Notary Public

THERESA ALICE GATTEY
Notary Public - State of Florida
Commission # HH 597785
My Comm. Expires Sep 30, 2028
Bonded through National Notary Assn.

EXHIBIT A

LEGAL DESCRIPTION

ROCK CREEK MESA ADDITION NO. 2

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 30, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6TH P.M., IN THE COUNTY OF EL PASO, STATE OF COLORADO, CONTAINING A PORTION OF PARCELS OR LAND RECORDED UNDER RECEPTIONS NUMBER 224050744 WITHIN THE RECORDS OF EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER, BEING MONUMENTED ON THE WEST END BY A 3-1/4 INCH BRASS CAP (BLM STANDARD) AND ON THE EAST END BY A 2-1/2 INCH ALUMINUM CAP STAMPED "RMLS 19625"

COMMENCING AT THE SAID CENTER CORNER OF SECTION 30;
THENCE NORTH 89°02'51" WEST, A DISTANCE OF 191.29 FEET TO A POINT ON THE EXTERIOR BOUNDARY OF THAT PARCEL OF LAND RECORDED AT SAID RECEPTION NUMBER 224050744 AND TO THE **POINT OF BEGINNING**;
THENCE COINCIDENT WITH SAID EXTERIOR BOUNDARY SOUTH 01°02'53" WEST, A DISTANCE OF 439.71 FEET TO A POINT ON THE EXTERIOR OF THAT PARCEL OF LAND RECORDED AT RECEPTION NUMBER 224050744;
THENCE COINCIDENT WITH SAID EXTERIOR BOUNDARY THE FOLLOWING TWO (2) COURSES:

1. SOUTH 89°02'57" EAST, A DISTANCE OF 208.00 FEET;
2. SOUTH 01°02'56" WEST, A DISTANCE OF 260.09 FEET TO A POINT ON THE EXTERIOR BOUNDARY OF THAT PARCEL OF LAND RECORDED AT SAID RECEPTION NUMBER 224050744;

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2. SOUTH 02°00'53" EAST, A DISTANCE OF 119.63 FEET;

THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 1,292.50 FEET TO A POINT ON THE EXTERIOR BOUNDARY OF THAT PARCEL OF LAND RECORDED AT RECEPTION NUMBER 224050744;
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1. NORTH 08°18'28" WEST, A DISTANCE OF 59.97 FEET;
2. NORTH 06°04'29" EAST, A DISTANCE OF 391.30 FEET;
3. NORTH 05°59'00" EAST, A DISTANCE OF 393.36 FEET;

THENCE SOUTH 04°07'26" EAST, A DISTANCE OF 462.00 FEET;
THENCE SOUTH 89°02'51" EAST, A DISTANCE OF 339.76 FEET;
THENCE NORTH 06°01'44" EAST, A DISTANCE OF 462.00 FEET TO THE **POINT OF BEGINNING.**

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 363,837 SQUARE FEET OR (8.35254 ACRES), MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

SPECIAL WARRANTY DEED AND IRREVOCABLE CONSENT
TO THE APPROPRIATION, WITHDRAWAL AND USE OF GROUNDWATER
ROCK CREEK MESA ADDITION NO. 2

ROCK CREEK RESIDENTIAL LLC ("Grantor(s)"), whose address is 90 South Cascade Avenue, Suite 1500, Colorado Springs, Colorado, in consideration of the benefits received pursuant to the ROCK CREEK MESA ADDITION NO. 2 Annexation Agreement dated 1-16-2025 ("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).

Furthermore, pursuant to C.R.S. § 37-90-137(4) as it 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 27th day of January, 2025.

GRANTOR(s):

By: _____

Name: Danny Mientka

Its: Manager

STATE OF Colorado)
) ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 27 day of January, 2025, by Danny Mientka, Manager, Grantor.

Witness my hand and official seal.
My Commission Expires: June 20, 2026

SVENJA OLLAND-GRISWOLD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184025608
MY COMMISSION EXPIRES JUNE 20, 2026

_____ (SEAL)
Notary Public

Accepted by the City of Colorado Springs:

Accepted by the City of Colorado Springs:

By: Kellie B. Whitney this 27th day of January, 2025
Real Estate Services Manager

By: Todd Johnson this 27th day of January, 2025.
Colorado Springs Utilities Customer Utility Connections Manager

Approved as to Form:

By: [signature] Date: Jan 27, 2025
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 ROCK CREEK RESIDENTIAL LLC, Grantor(s) on 1-16-2025.

ROCK CREEK MESA ADDITION NO. 2

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THENCE NORTH 89°02'51" WEST, A DISTANCE OF 191.29 FEET TO A POINT ON THE EXTERIOR BOUNDARY OF THAT PARCEL OF LAND RECORDED AT SAID RECEPTION NUMBER 224050744 AND TO THE **POINT OF BEGINNING**;
THENCE COINCIDENT WITH SAID EXTERIOR BOUNDARY SOUTH 01°02'53" WEST, A DISTANCE OF 439.71 FEET TO A POINT ON THE EXTERIOR OF THAT PARCEL OF LAND RECORDED AT RECEPTION NUMBER 224050744;
THENCE COINCIDENT WITH SAID EXTERIOR BOUNDARY THE FOLLOWING TWO (2) COURSES:

1. SOUTH 89°02'57" EAST, A DISTANCE OF 208.00 FEET;
2. SOUTH 01°02'56" WEST, A DISTANCE OF 260.09 FEET TO A POINT ON THE EXTERIOR BOUNDARY OF THAT PARCEL OF LAND RECORDED AT SAID RECEPTION NUMBER 224050744;

THENCE COINCIDENT WITH SAID EXTERIOR BOUNDARY OF SAID PARCEL THE FOLLOWING TWO (2) COURSES:

1. SOUTH 89°02'40" EAST, A DISTANCE OF 598.00 FEET;
2. SOUTH 02°00'53" EAST, A DISTANCE OF 119.63 FEET;

THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 1,292.50 FEET TO A POINT ON THE EXTERIOR BOUNDARY OF THAT PARCEL OF LAND RECORDED AT RECEPTION NUMBER 224050744;
THENCE COINCIDENT WITH SAID EXTERIOR BOUNDARY THE FOLLOWING THREE (3) COURSES:

1. NORTH 08°18'28" WEST, A DISTANCE OF 59.97 FEET;
2. NORTH 06°04'29" EAST, A DISTANCE OF 391.30 FEET;
3. NORTH 05°59'00" EAST, A DISTANCE OF 393.36 FEET;

THENCE SOUTH 04°07'26" EAST, A DISTANCE OF 462.00 FEET;
THENCE SOUTH 89°02'51" EAST, A DISTANCE OF 339.76 FEET;
THENCE NORTH 06°01'44" EAST, A DISTANCE OF 462.00 FEET TO THE **POINT OF BEGINNING.**

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 363,837 SQUARE FEET OR (8.35254 ACRES), MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.