RESOLUTION NO. 88 - 24

A RESOLUTION ADOPTING FINDINGS OF FACT AND CONCLUSIONS OF LAW BASED THEREON AND DETERMINING THE ELIGIBILITY FOR ANNEXATION OF PROPERTY KNOWN AS AMARA ADDITION NO. 11 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 Amara Addition No. 11 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 April 23, 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 May 28, 2024, 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: an affidavit of Katie Carleo, Planning Manager for the City of Colorado Springs dated April 4, 2024 (the "Planner's Affidavit"), and an affidavit from Robert A. Pisciotta Jr., a registered professional land surveyor dated April 4, 2024 (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 Amara Addition No. 11 Annexation, on May 28, 2024, 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 Amara Addition No. 11 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 23rd day of July 2024.

Randy Helms, Council President

ATTEST:

Sarah B. Johnson, City Clerk

COLORADO SPRINGS INCORPORATED SEAL SEPTEMBER 3, 1872 COLORADO

CLASSIC CONSULTING SM

619 N. Cascade Avenue, Suite 200 (719) 785-0790)
Colorado Springs, Colorado 80903

AMARA ADDITION NO. 11 ANNEXATION LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SOUTHWEST QUARTER OF SECTION 6 AND THE WEST HALF OF SECTION 7, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF GOVERNMENT LOTS 1 AND 2, IN SECTION 7, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE NORTHERLY END BY A 3-1/4" ALUMINUM SURVEYORS CAP IN RANGE BOX STAMPED "EL PASO COUNTY DOT 2000 LS 17496: FLUSH WITH GROUND AND AT THE SOUTHERLY END BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "PS INC 1994 PLS 12103" FLUSH WITH GROUND IS ASSUMED TO BEARS N00°17'10"W, A DISTANCE OF 2635.08 FEET.

COMMENCING AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO;

THENCE S00°17'10"E, ON THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 180.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BRADLEY ROAD, PARCEL 2 RECORDED UNDER RECEPTION NO. 204127323 SAID POINT BEING THE **POINT OF BEGINNING;**

THENCE N85°04'52"E, A DISTANCE OF 2,526.40 FEET TO A POINT 30 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SECTION 6, TOWNSHIP 15 SOUTH, RANGE 64 WEST SAID POINT BEING ALSO ON THE NORTHERLY RIGHT OF WAY LINE OF BRADLEY ROAD, PARCEL 2A, RECORDED UNDER RECEPTION NO. 204127323;
THENCE N89°50'57"E, ON SAID PARALLEL LINE AND THE NORTHERLY RIGHT OF WAY LINE OF SAID BRADLEY ROAD, PARCEL 2A, A DISTANCE OF 272.41 FEET TO THE EAST LINE OF THE
SOUTHWEST QUARTER OF SAID SECTION 6;
THENCE S00°37'11"E, ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 30.00 FEET TO THE NORTH QUARTER OF SAID SECTION 7;
THENCE S00°42'25"E, ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 2,324.45 FEET;
THENCE S89°52'36"W, A DISTANCE OF 2,807.81 FEET TO HE WEST LINE OF GOVERNMENT LOTS 1 AND 2, OF SAID SECTION 7;
THENCE N00°17'10"W, ON THE WEST LINE OF GOVERNMENT LOTS 1 AND 2, OF SAID SECTION 7, DISTANCE OF 2,143.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING A CALCULATED AREA OF 145.176 ACRES (6,323,877 SF).

ROBERT L. MEADOWS, JR., P.L.S. NO. 34977
FOR AND ON BEHALF OF CLASSIC CONSULTING ENGINEERS AND SURVEYORS
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AMARA ADDITION NO. 11
ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (the "Agreement"), dated this 1 day of May, 2024, is between **THE CITY OF COLORADO SPRINGS, a home rule city and Colorado municipal corporation** (the "City"), on the one hand, and **TEE CROSS RANCHES, LLC, FKA T-CROSS PROPERTIES, LLC, FKA BJ RANCHES, LLC, a Colorado limited liability company** (the "Owner"), on the other. The Owner or the City may be referred to individually as a "Party" or together as the "Parties".

I.
INTRODUCTION

The Owner owns all of the real property located in El Paso County, Colorado, more particularly identified and described on the legal description attached as **Exhibit A** (the "Property"). The development proposed for the Property and contemplated herein is sometimes referred to herein as the "Amara Project".

Growth of the Colorado Springs metropolitan area makes it likely that the Property will be developed in the future. The Owner will be required to expend substantial funds to install infrastructure needed to service the Property. Therefore, the Owner desires to clarify its rights and obligations with respect to, among other things, installation of or payment for off-site and on-site infrastructure or improvements. Additionally, the Parties wish to clarify the City's agreements to provide services to the Property and to make cost recoveries available to the Owner, among other things more particularly set forth herein. Subject to the terms and conditions set forth in this Agreement, both the City and the Owner wish to annex the Property into the municipal bounds of the City of Colorado Springs to ensure the Property's 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 the Owner each 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 special warranty deed, and irrevocable consent to the appropriation, withdrawal, and use of groundwater (in the form of **Exhibit B** attached hereto) (the "Deed"); and (4) the annexation ordinance.

All references to the Property refer to the real property legally described in **Exhibit A** attached hereto, except as otherwise expressly indicated.

III.
LAND USE

Master Plan. The Owner has proposed and submitted to the City for approval the Amara Master Plan (File No. CPC MP 21-00208) (the "Amara Master Plan"). The Owner agrees to comply with the approved Amara Master Plan or any amendment to the Amara Master Plan approved in accordance with applicable provisions of the Code of the City of Colorado Springs 2001, as amended (the "City Code"). All references to City Code include any revisions or recodifications that may happen in the future.

IV.
ZONING

A. Zoning. The City, through the City's Planning and Community Development Department ("City Planning"), agrees to recommend that the initial zoning for the Property be "A (Agricultural)" upon annexation. The City and the Owner acknowledge that the "A (Agricultural)" zoning for the Property is only a holding zone until the Owner is ready to develop all or portions of the Property. At the time of development of all or portions of the Property, the Owner will be required to petition the City for a specific zoning designation that is appropriate for development of the subject portion of the Property being proposed for development, all in compliance with the Amara Master Plan. At that time, a full public process is recommended to discuss potential land uses. No potential land uses are established with this Agreement. The Owner acknowledges that the Property may also be subject to an Avigation Easement to be imposed over the entire Property. The Owner further acknowledges and understands that the City Council determines what an appropriate zoning designation is for all or portions of the Property, and that the recommendation for zoning in this Agreement does not bind the Planning Commission or City Council to adopt the recommended zoning for the Property.

B. Change of Zoning. Any future change of zoning request for all or any portion of the Property shall conform to the Amara Master Plan, as approved or as amended by the City in the future. Rezoning in accordance with the zones reflected in the Amara Master Plan will occur prior to actual development of all or any applicable portion of the Property.

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 that certain public facilities and improvements 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 the land which, after being constructed by the Owner, or after having been caused to be constructed by the Owner, and after having been 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 4 Part 3 of the Unified Development Code (the "Subdivision Standards"). 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 conveyance infrastructure located under public roadways; (4) Arterial Roadway Bridges (City Code § 7.4.305); (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 Chapter 7, Article 4 of the City Subdivision Standards, unless otherwise specifically provided for in this Agreement. Those specifically modified public facilities and improvements provisions are as follows in (B) through (G):

B. Metropolitan Districts. The Owner intends to place the Property within the boundaries of Amara Metropolitan District No. 1 through 20 (the "Metro District(s)") to be created immediately after annexation of the Property to finance, design, extend, install, construct and maintain specific public facilities and improvements as identified in this Agreement and as permitted by law. The public facilities and improvements include, among other things, various tracts for landscaping and drainage, and public utility and off-site utility infrastructure, all as identified or to be identified in the various development plans and/or plats for the Property. The Owner agrees that all such public facilities and improvements shall be identified in such development plans, plats and/or construction documents for the Property, and that except as set forth in this Agreement or in any other agreement between the City and the Owner, such public facilities and improvements will be the responsibility of the Owner

to finance, design, extend, install, construct, and maintain. Where public improvements are referenced in this Agreement and indicate construction, financing, operation or maintenance by the Owner, the Owner shall be allowed to utilize the Metro Districts for such purposes to the extent legally allowed.

C. **Streets, Bridges, and Traffic Control.** Nothing contained within this Section or the Agreement as a whole should be interpreted as having any binding effect on any entity not a party to this Agreement, or any other jurisdiction, including City of Fountain, the Colorado Department of Transportation ("CDOT"), and El Paso County. Unless agreed to elsewhere in this Agreement, the Owner agrees to construct, at the Owner's expense as and to the extent more particularly described below, those certain streets, bridges and traffic improvements adjacent to or within the Property described below, all of which are more particularly described in "The Amara Development Revised Traffic Impact Study" prepared by Wilson & Company, Inc., Engineers & Architects ("Wilson & Company") dated March 2022 which the City has reviewed and accepted (the "Wilson TIS"). Streets, bridges and traffic improvements shall also include, as applicable, mutually acceptable dedications of rights-of-way and easements, and extension of streets and rights-of-way. The provisions of City Code §§ 7.4.304.F (Reimbursements) and 7.4.305 (Arterial Roadway Bridges) are excluded. City financial participation or reimbursement for arterial streets and Arterial Roadway Bridges (as defined in City Code § 7.7.1001-1006) within the Property will not be allowed.

In connection with the Owner's construction of certain streets, bridges and traffic improvements contemplated by this Article V, Subsection C of this Agreement, the Owner and the City each acknowledge that, pursuant to the provisions of the "Annexation Agreement" dated June 26, 2007 entered into between the City of Fountain (the "City of Fountain"), on the one hand, and H.E. Heritage Inn of Wichita, Inc. and C.Y. Heritage Inn of Beavercreek, Inc. (collectively and together with their successors and assigns, "Heritage") on the other hand, recorded in the Records on August 22, 2007 at Reception No. 207109989 (the "Almagre Annexation Agreement"), Heritage and the City of Fountain contemplated that Heritage would enter into one or more cost sharing agreements for purposes of sharing the costs associated with the construction and completion of certain roadway and traffic improvements associated with the project contemplated by the Almagre Annexation Agreement (the "Almagre Project"), including the extension of Mesa Ridge Parkway and the associated Jimmy Camp Creek bridge improvements (the "Cost Sharing Agreement(s)"). In addition, in the Almagre Annexation Agreement the City of Fountain agreed to coordinate and cooperate in the formation of such Cost Sharing Agreements, and the Owner intends to negotiate and enter into such Cost Sharing Agreement(s) with Heritage and other developers of properties benefitted by the completion of such improvements that are described below (collectively, the "Benefitted Owners"). The Cost Sharing Agreement(s) shall set forth the Owner's and the Benefitted Owners' agreements with respect to the sharing of costs associated with the construction and completion of all such streets, bridges and traffic improvements. The City expressly agrees that the Owner's obligation to complete the streets, bridges and traffic improvements contemplated by this Article V, Subsection C of this Agreement, and the Owner's right to develop the portion of the Property supported by such streets, bridges, and traffic improvements, is contingent upon the Owner entering into such definitive Cost Sharing Agreement(s) with the Benefitted Owners, and with the City of Fountain if the City of Fountain owns all or a portion of the right-of-way through the Almagre Project. In connection therewith, the City intends to, but shall not be obligated to, cooperate in good faith with Owner in the Owner's efforts to negotiate and enter into such Cost Sharing Agreement(s). The Cost Sharing Agreement(s) shall be in a form acceptable to all parties.

1. Streets and Bridges.

a. The Owner agrees to comply with the timing and phasing of construction responsibilities outlined specifically on the phasing plan of the Amara Master Plan, or any other applicable land use plan, and any subsequent amendments thereto.

b. With respect to the intersection of Mesa Ridge Parkway and Marksheffel Road (the "Marksheffel Intersection"), the Owner will be responsible for constructing: (i) all single left turn lanes associated with the Marksheffel Intersection; (ii) a northbound Marksheffel Road single right turn lane, (iii) a westbound Mesa Ridge Parkway single right turn lane, and (iv) all single eastbound and westbound through lanes at the Marksheffel Intersection, all as contemplated by the Wilson TIS, with all such

improvements to be constructed during the Owner's development of Amara Phase 1 (as referenced in the Wilson TIS). The Owner shall be relieved of the foregoing obligations to the extent that El Paso County (the "County") and/or Heritage or any of the other Benefitted Owners have previously constructed or undertaken to construct such Marksheffel Intersection improvements in connection with the County's existing plans for the expansion and improvement of the Marksheffel Intersection. To the extent that the Owner constructs such improvements, the Owner shall be entitled to reimbursement of a portion of its costs and expenses pursuant to the terms of the Cost Sharing Agreement(s). The City and the Owner each acknowledge that Mesa Ridge Parkway will eventually be extended south and east of the Marksheffel Intersection through to its ultimate termination at Meridian Road located within Amara Phase 4 (as depicted in the Roadway Improvement Exhibit attached hereto as **Exhibit D**, the "Roadway Improvement Exhibit") all identified Mesa Ridge Parkway segments are sometimes collectively referred to herein as Mesa Ridge Parkway.

c. With respect to the Marksheffel Intersection, the Owner will further be responsible for constructing dual left turn lanes and dual eastbound and westbound through lanes at such time as Mesa Ridge Parkway is completed from the intersection of Mesa Ridge Parkway and "Amara Parkway 1" to the intersection of Mesa Ridge Parkway and "Norris Parkway 2" (each as identified on the Roadway Improvement Exhibit), such segment being referred to in the Roadway Improvement Exhibit as "Mesa Ridge Parkway–1", all such turn lanes being as identified in the Wilson TIS. The Owner shall be relieved of the foregoing obligations to the extent that the County and/or Heritage or any of the other Benefitted Owners have previously constructed or undertaken to construct such Marksheffel Intersection improvements in connection with the County's existing plans for the expansion and improvement of the Marksheffel Intersection. To the extent that the Owner constructs such improvements, the Owner shall be entitled to reimbursement of a portion of its costs and expenses pursuant to the terms of the Cost Sharing Agreement(s).

d. The Owner will be responsible for constructing the intersection improvements to be located at the intersection of Link Road and "Norris Parkway 1" (as identified on the Roadway Improvement Exhibit) at such time as "Norris Parkway 1" is extended to intersect with Link Road, all as and to the extent described in the Wilson TIS. In connection with its completion of these intersection improvements, the Owner shall be entitled to reimbursement of a portion of its costs and expenses pursuant to the terms of the Cost Sharing Agreement(s).

e. With respect to Mesa Ridge Parkway, the Owner shall be responsible for the construction of that portion of Mesa Ridge Parkway extending from the Marksheffel Intersection through to the intersection of Mesa Ridge Parkway and Amara Parkway 1 (such segment being referred to in the Roadway Improvement Exhibit as "Mesa Ridge Parkway Extension/Bridge Improvements"), together with the associated bridge for Mesa Ridge Parkway over Jimmy Camp Creek (the "Jimmy Camp Creek Bridge"). Such "Mesa Ridge Parkway Extension/Bridge Improvements" portion of Mesa Ridge Parkway will be constructed with Owner's development of Phase 1 for the residences to be located within Amara Phase 1. In connection with the foregoing, the City agrees that the Owner shall be permitted to construct all such portions of the "Mesa Ridge Parkway Extension/Bridge Improvements" as a two lane extension (being ½ of the proposed final extension) until such time as traffic demands require further expansion, with the understanding that the "Mesa Ridge Parkway Extension/Bridge Improvements" will ultimately be completed as a four lane Principal Arterial extending from the Marksheffel Intersection to Mesa Ridge Parkway's final connection with Meridian Road. The foregoing improvements are anticipated to be constructed in accordance with City of Colorado Springs' and/or the Colorado Department of Transportation's ("CDOT") standards and requirements for acceptance, and the Owner and the City each acknowledge that the City of Fountain has agreed to the application of such standards and requirements for such improvements. The Owner will also be responsible for the construction of "Mesa Ridge Parkway-2" (as identified on the Roadway Improvement Exhibit) from the terminus of "Mesa Ridge Parkway-1" to its ultimate connection with Meridian Road within the Amara Phase 4 no later than that date upon which a total of 1,000 building permits for residences located within Amara Phase 4 have been issued.

f. The City and the Owner each acknowledge that: (i) the Jimmy Camp Creek Bridge and the corresponding "Mesa Ridge Parkway Extension/Bridge Improvements" extension of Mesa Ridge Parkway from the Marksheffel Intersection to the intersection of Mesa Ridge Parkway and "Amara Parkway 1" are located within the city limits for the City of Fountain, and (ii) one-half (1/2) of Mesa Ridge Parkway lying between the intersection of Mesa Ridge Parkway and "Amara Parkway 1" through to Amara Phase 4 (such segment being referred to as "Mesa Ridge Parkway–1" on the Roadway Improvement Exhibit) is located within the city limits for the City of Fountain. Notwithstanding the foregoing, the Owner represents that the City of Fountain has indicated through correspondence that the Jimmy Camp Creek Bridge and those portions of Mesa Ridge Parkway which are located within the city limits of the City of Fountain may be constructed according to the City of Colorado Springs' and CDOT's standards and requirements. In connection with these improvements, the Owner shall be responsible for permitting, engineering and constructing, or for causing the permitting, engineering and constructing of, the Jimmy Camp Creek Bridge and the associated appurtenant Mesa Ridge Parkway improvements, which may include but are not limited to overpass, underpass, waterway crossing, and a tunnel available for use by vehicular, pedestrian, or maintenance traffic as determined through the acceptance of the design criteria for the Jimmy Camp Creek Bridge. The Jimmy Camp Creek Bridge material types may include, but are not limited to, and may be a combination of, concrete deck with girders, concrete, steel, concrete box culverts, stone, and pipe (concrete, metal or plastic) culverts of various shapes and configurations. The Jimmy Camp Creek Bridge shall be designed and constructed to meet the requirements of design standards, and consistent with requirements of the American Association of State Highway and Transportation Officials ("AASHTO") Standard Specifications for Highway Bridges, the CDOT Standards, and the Americans with Disabilities Act ("ADA") requirements. The Owner shall hire a third-party consulting engineering firm with qualifying bridge engineering experience to provide engineering expertise, construction management and inspection services for the Jimmy Camp Creek Bridge, subject to review by the appropriate governing authority. The Almagre Annexation Agreement contemplates that the "Mesa Ridge Parkway Extension/Bridge Improvements" segment of Mesa Ridge Parkway and the Jimmy Camp Creek Bridge will be permitted and accepted by the City of Fountain, and correspondence from the City of Fountain states that the portion of Mesa Ridge Parkway located east of the intersection of Mesa Ridge Parkway and "Amara Parkway 1" will be permitted and accepted by the City of Colorado Springs. Within ninety (90) days of completion of the Jimmy Camp Creek Bridge, the Owner shall provide the City with electronic copies of the construction drawings, design calculations, drainage report, geotechnical report and other construction records. The Jimmy Camp Creek Bridge will not be eligible for reimbursement under the City's portion of the Drainage Basin Fee Program unless the amended Drainage Basin Planning Study for Jimmy Camp Creek includes a bridge fee. If the Jimmy Camp Creek Bridge is not eligible for reimbursement as described above, then to the extent that the Owner constructs the Jimmy Camp Creek Bridge, the Owner shall be entitled to reimbursement of a portion of its costs and expenses pursuant to the terms of the Cost Sharing Agreement(s). Acceptance of the improvements shall be in accordance with the City of Fountain's standards. The Owner, and/or the Benefitted Owners, shall own and maintain the improvements during the warranty period.

g. If allowed by the City of Fountain, the right of way of Mesa Ridge Parkway-1 east of the Jimmy Camp Creek Bridge may be conveyed entirely to the City of Colorado Springs, including that portion located to the north of the Amara Project's northerly boundary.

h. The Owner will be responsible for completing construction of that portion of "Mesa Ridge Parkway-1" located between the intersection of Mesa Ridge Parkway and "Amara Parkway 1" and the intersection of Mesa Ridge Parkway and "Norris Parkway 2" (each as identified on the Roadway Improvement Exhibit) no later than the earlier of that date upon which a total of 1,000 building permits for residences located within Amara Phase 2 have been issued, or the date of Owner's first filing in Phase 4. The Owner shall be permitted to construct "Mesa Ridge Parkway-1" as a two lane section at the time of the first filing of Amara Phase 2 (being ½ of the proposed final extension), with the Owner ultimately completing Mesa Ridge Parkway-1 as a four lane Principal Arterial as contemplated herein. If the Almagre/Ventana development causes need to construct this portion of "Mesa Ridge Parkway-1" in advance of the Owner's construction, and if the developer of the Almagre/Ventana development

constructs or undertakes to construct this portion of "Mesa Ridge Parkway-1", then the Owner shall be relieved of the foregoing obligations but will contribute a portion of the total cost of the permitting, engineering and construction of such portion of "Mesa Ridge Parkway-1" pursuant to the Cost Sharing Agreement(s). The foregoing portion of "Mesa Ridge Parkway-1" is anticipated to be constructed in accordance with City of Colorado Springs' standards and requirements for acceptance, and the Owner and the City each acknowledge that the City of Fountain has agreed to the application of such standards and requirements for "Mesa Ridge Parkway-1", including the City's ultimate ownership of the right-of-way and improvements.

i. The Owner will be responsible for constructing that portion of "Mesa Ridge Parkway-2" located between the intersection of "Mesa Ridge Parkway-1" and "Norris Parkway 2" through to Meridian Road (such segment being referred to in the Roadway Improvement Exhibit as "Mesa Ridge Parkway-2") at the time of the first filing of Amara Phase 4. The Owner shall be permitted to construct this portion of "Mesa Ridge Parkway-2" as a two lane section at the time of the first filing of Amara Phase 4 (being ½ of the proposed final extension), with the Owner ultimately completing this portion of "Mesa Ridge Parkway-2" as a four lane Principal Arterial no later than that date upon which a total of 1,000 building permits for residences located within Amara Phase 4 have been issued.

j. The Owner will be responsible to build all future traffic control devices required for all Phases of the Amara Project located within the Property.

k. The Owner will be required to contribute financially toward the construction costs (expressly excluding any requisite land acquisition costs, the "Marksheffel Widening Construction Costs") associated with the widening of Marksheffel Road from its current two lane configuration to a four lane Principal Arterial from the intersection of Marksheffel Road and Link Road north to the intersection of Marksheffel Road and Fontaine Boulevard (such portion of Marksheffel Road being referred to herein as the "Marksheffel Widening Segment"). The Owner's contribution shall be a maximum of 43% (forty-three percent) of the total Marksheffel Widening Construction Costs (which total Marksheffel Widening Construction Costs Owner understands will be subject to increase for inflation as reflected in the CDOT Colorado Construction Cost (CCI) Index Report) as currently shown on the use and cost sharing table prepared by Wilson & Company attached hereto as **Exhibit C** and incorporated herein by this reference (the "Wilson Cost Sharing Table"); provided, however, that the City and the Owner each acknowledge and agree that the Owner's share of such contribution may be decreased to a lesser percentage as and at such time as Wilson & Company or any substitute engineering firm updates or revises the Wilson Cost Sharing Table to account for changes in traffic patterns, roadway construction or closures, regional growth and/or additional development in the region (all as contemplated by the Wilson Cost Sharing Table), and as such updates or revisions are approved by the City in the City's sole discretion. The Owner shall be obligated to pay the appropriate jurisdiction its applicable percentage share of the Marksheffel Widening Construction Costs based upon the Wilson Cost Sharing Table at such time as a total of 5,700 building permits for residences located within the Amara Project have been issued. In addition, the Owner shall have the right to itself complete the construction work associated with the Marksheffel Widening Segment should the Owner determine that completion of the same is necessary or desirable for the Amara Project, and to the extent that the Owner does itself construct the Marksheffel Widening Segment improvements, then the Owner shall be entitled to reimbursement of those portions of its costs and expenses not attributable to the Owner in the Wilson Cost Sharing Table, all pursuant to the terms of the reimbursement and/or other cost recovery rights applicable in the City, the City of Fountain or El Paso County.

l. The Owner will be required to contribute financially toward the construction costs (expressly excluding any requisite land acquisition costs, the "Link Road Widening Construction Costs") associated with the widening of Link Road from its current two lane configuration to a four lane Minor Arterial from the intersection of Link Road and Squirrel Creek Road north to the intersection of Link Road and C&S Road (such portion of Link Road being referred to herein as the "Link Road Widening Segment"). Notwithstanding that the Link Road Widening Segment is located within the City of Fountain

and that the City of Fountain will ultimately determine the Owner's contribution toward the Link Road Widening Construction Costs, the City nevertheless acknowledges that pursuant to the City Code requirements, the Owner's contribution would be a maximum of 64% of the total Link Road Widening Construction Costs as currently shown on the Wilson Cost Sharing Table; provided, however, that pursuant to the City Code, the Owner's share of such contribution might be decreased to a lesser percentage as and at such time as Wilson & Company or any substitute engineering firm updates or revises the Wilson Cost Sharing Table to account for changes in traffic patterns, roadway construction or closures, regional growth and/or additional development in the region (all as contemplated by the Wilson Cost Sharing Table), and as such updates or revisions are approved by the City. The Owner shall be obligated to pay the appropriate jurisdiction its applicable percentage share of the Link Road Widening Construction Costs based upon the Wilson Cost Sharing Table at such time as a total of 5,700 building permits for residences located within the Amara Project have been issued. In addition, the Owner shall have the right to itself complete the construction work associated with the Link Road Widening Segment should the Owner determine that completion of the same is necessary or desirable for the Amara Project, and to the extent that the Owner does itself construct the Link Road Widening Segment improvements, then the Owner shall be entitled to reimbursement of those portions of its costs and expenses not attributable to the Owner in the Wilson Cost Sharing Table, all pursuant to the terms of the reimbursement and/or other cost recovery rights applicable in the City, the City of Fountain or El Paso County.

m. The Owner will be required to contribute financially toward the construction costs (expressly excluding any requisite land acquisition costs, the "East Squirrel Creek Road Widening Construction Costs") associated with the widening of Squirrel Creek Road from its current two lane configuration to a four lane Principal Arterial from the intersection of Squirrel Creek Road and the Powers Extension (as defined in subsection (s) below) east to the intersection of Squirrel Creek Road and Amara Parkway 2 (such portion of Squirrel Creek Road being referred to herein as the "East Squirrel Creek Road Widening Segment"). The Owner's contribution shall be a maximum of 100% of the total East Squirrel Creek Road Widening Construction Costs as currently shown on the Wilson Cost Sharing Table (which total East Squirrel Creek Road Widening Construction Costs Owner understands will be subject to increase for inflation as reflected in the CDOT Colorado Construction Cost (CCI) Index Report); provided, however, that the City and the Owner each acknowledge and agree that the Owner's share of such contribution may be decreased to a lesser percentage as and at such time as Wilson & Company or any substitute engineering firm updates or revises the Wilson Cost Sharing Table to account for changes in traffic patterns, roadway construction or closures, regional growth and/or additional development in the region (all as contemplated by the Wilson Cost Sharing Table), and as such updates or revisions are approved by the City in the City's sole discretion. The Owner shall be obligated to pay the appropriate jurisdiction its applicable percentage share of the East Squirrel Creek Road Widening Construction Costs based upon the Wilson Cost Sharing Table at such time as a total of 5,700 building permits for residences located within the Amara Project have been issued. In addition, the Owner shall have the right to itself complete the construction work associated with the East Squirrel Creek Road Widening Segment should the Owner determine that completion of the same is necessary or desirable for the Amara Project, and to the extent that the Owner does itself construct the East Squirrel Creek Road Widening Segment improvements, then the Owner shall be entitled to reimbursement of those portions of its costs and expenses not attributable to the Owner in the Wilson Cost Sharing Table, all pursuant to the terms of the reimbursement and/or other cost recovery rights applicable in the City, the City of Fountain or El Paso County. The City and the Owner each acknowledge that the real property located south of Squirrel Creek Road was annexed into the City of Fountain pursuant to those certain annexation agreements recorded October 15, 2008 at Reception No. 208112516 and 208112517 (the "Kane Ranch Annexation Agreements"), and the City intends to, but shall not be obligated to, cooperate in good faith with Owner in the Owner's efforts to negotiate and enter into one or more cost sharing agreement with the owners of the real property subject to the Kane Ranch Annexation Agreements for purposes of sharing the costs associated with the East Squirrel Creek Road Widening Construction Costs.

n. The Owner will be required to contribute financially toward the construction costs (expressly excluding any requisite land acquisition costs, the "West Squirrel Creek Road Widening

Construction Costs") associated with the widening of Squirrel Creek Road from its current two lane configuration to a four lane Principal Arterial from the intersection of Squirrel Creek Road and the Powers Extension west to the intersection of Squirrel Creek Road and Link Road (such portion of Squirrel Creek Road being referred to herein as the "West Squirrel Creek Road Widening Segment"). The Owner's contribution shall be a maximum of 69% of the total West Squirrel Creek Road Widening Construction Costs as currently shown on the Wilson Cost Sharing Table (which total West Squirrel Creek Road Widening Construction Costs Owner understands will be subject to increase for inflation as reflected in the CDOT Colorado Construction Cost (CCI) Index Report); provided, however, that the City and the Owner each acknowledge and agree that the Owner's share of such contribution may be decreased to a lesser percentage as and at such time as Wilson & Company or any substitute engineering firm updates or revises the Wilson Cost Sharing Table to account for changes in traffic patterns, roadway construction or closures, regional growth and/or additional development in the region (all as contemplated by the Wilson Cost Sharing Table), and as such updates or revisions are approved by the City in the City's sole discretion. The Owner shall be obligated to pay the appropriate jurisdiction its applicable percentage share of the West Squirrel Creek Road Widening Construction Costs based upon the Wilson Cost Sharing Table at such time as a total of 5,700 building permits for residences located within the Amara Project have been issued. In addition, the Owner shall have the right to itself complete the construction work associated with the West Squirrel Creek Road Widening Segment should the Owner determine that completion of the same is necessary or desirable for the Amara Project, and to the extent that the Owner does itself construct the West Squirrel Creek Road Widening Segment improvements, then the Owner shall be entitled to reimbursement of those portions of its costs and expenses not attributable to the Owner in the Wilson Cost Sharing Table, all pursuant to the terms of the reimbursement and/or other cost recovery rights applicable in the City, the City of Fountain or El Paso County. The City intends to, but shall not be obligated to, cooperate in good faith with Owner in the Owner's efforts to negotiate and enter into one or more cost sharing agreement with the owners of the real property subject to the Kane Ranch Annexation Agreements for purposes of sharing the costs associated with the West Squirrel Creek Road Widening Construction Costs.

o. The Owner will be responsible for the construction of "Meridian Road-1" (as identified on the Roadway Improvement Exhibit) to an interim two lane configuration between the intersection of "Meridian Road-1" and "Mesa Ridge Parkway-2" (each as identified on the Roadway Improvement Exhibit) north to the intersection of "Meridian Road-1" and Fontaine Boulevard, such construction to be completed together with the adjacent phased development located within the first filing of Amara Phase 4 or 5 located adjacent to "Meridian Road-1". In connection therewith, the Owner shall be entitled to reimbursement of a portion of its costs and expenses where adjacent developments abut pursuant to the terms of the Cost Sharing Agreement(s) and/or other cost reimbursement and recovery rights applicable in the City or El Paso County, and the City agrees to, but shall not be obligated to, cooperate in good faith with the Owner and assist the Owner in securing funding for the construction of the "Meridian Road-1" from El Paso County.

p. The Owner will be responsible for the widening of "Meridian Road-1" from an interim two lane configuration to a four lane Principal Arterial between the intersection of Meridian Road and Mesa Ridge Parkway north to the intersection of Meridian Road and Fontaine Boulevard, such widening to be completed with phased development when recommended through a City approved Traffic Impact Study. In connection therewith, the Owner shall be entitled to reimbursement of a portion of its costs and expenses where adjacent development abuts pursuant to the terms of the Cost Sharing Agreement(s) and/or other cost reimbursement and recovery rights applicable in the City or El Paso County, and the City intends to, but shall not be obligated to, cooperate in good faith with the Owner and assist the Owner in securing funding for the construction of the Meridian Road North widening from El Paso County.

q. The Owner will be responsible for the construction of Meridian Road to an interim two lane configuration from Bradley Road to the south property boundary of Phase 6 (the "Meridian Road-2" as identified on the Roadway Improvement Exhibit), such construction to be completed together with the adjacent phased development within the first filing of Amara Phase 6 located adjacent to Meridian Road.

In connection therewith, the Owner shall be entitled to reimbursement of a portion of its costs and expenses pursuant to the terms of the Cost Sharing Agreement(s) and/or other cost reimbursement and recovery rights applicable in the City or El Paso County, and the City intends to, but shall not be obligated to, cooperate in good faith with the Owner and assist the Owner in securing funding for the construction of the "Meridian Road-2" from El Paso County. The Owner will further be responsible for the construction associated with the widening of "Meridian Road-2" from the interim two lane configuration to a four lane Principal Arterial (expressly excluding any requisite land acquisition costs), such widening to be completed with such phased development and when recommended through a City approved Traffic Impact Study. In connection therewith, the Owner shall be entitled to reimbursement of a portion of its costs and expenses pursuant to the terms of the Cost Sharing Agreement(s) and/or other cost reimbursement and recovery rights applicable in the City or El Paso County, and the City intends to, but shall not be obligated to, cooperate in good faith with the Owner and assist the Owner in securing funding for the construction of the "Meridian Road-2" widening from El Paso County.

r. The Owner will be responsible for the construction of Meridian Road to an interim two lane configuration from the south property boundary of Phase 6 to Fontaine Boulevard (the "Meridian Road-3" as identified on the Roadway Improvement Exhibit), with such phased development and when recommended through a City approved Traffic Impact Study. In connection therewith, the Owner shall be entitled to reimbursement of a portion of its costs and expenses pursuant to the terms of the Cost Sharing Agreement(s) and other cost reimbursement and recovery rights applicable in the City, El Paso County or the State of Colorado, to the extent such rights may exist from time-to-time. The City intends to, but shall not be obligated to, cooperate in good faith with Owner in the Owner's efforts to secure funding for the construction of the "Meridian Road-3" from El Paso County; provided, however, that the Owner acknowledges that the City cannot compel El Paso County to participate in such funding. The Owner will further be responsible for the construction associated with the widening of Meridian Road from the interim two lane configuration to a four lane Principal Arterial (expressly excluding any requisite land acquisition costs), such widening to be completed with such phased development and when recommended through a City approved Traffic Impact Study. In connection therewith, the Owner shall be entitled to reimbursement of a portion of its costs and expenses pursuant to the terms of the Cost Sharing Agreement(s) and other cost reimbursement and recovery rights applicable in the City or El Paso County, and the City intends to cooperate in good faith with Owner in the Owner's efforts to secure funding for the construction of the "Meridian Road-3" widening from El Paso County; provided, however, that the Owner acknowledges that the City cannot compel El Paso County to participate in such funding.

s. The Owner and the City each understand that an extension of Powers Boulevard from its current terminus at the intersection of Powers Boulevard and Mesa Ridge Parkway is contemplated, such that Powers Boulevard will extend south-easterly through or near the Property to points south of the Property and eventually to a connection with south Interstate 25; provided, however, that the final alignment for such extension of Powers Boulevard has not yet been determined. In furtherance of the foregoing, the Owner agrees that, in connection with final approval of this Agreement and the Amara Master Plan in form and content satisfactory to the City and to the Owner, the Owner will be required to designate certain right-of-way within the Property (the "Powers Extension ROW") for the contemplated construction and completion of the southern extension of Powers Boulevard through the Property (the "Powers Extension"). In connection therewith, the Owner and the City each agree that the Powers Extension ROW will be a maximum of three hundred feet (300') wide within the Property in the event the Powers Extension is configured such that the Property adjoins both sides of the Powers Extension. Alternatively, if the Powers Extension is configured such that the Property only adjoins one side of the Powers Extension, then the Owner and the City each agree that the Powers Extension ROW will be a maximum of one hundred fifty feet (150' wide), or such distance as may be necessary with respect to the road radius, within the Property from the centerline of the Powers Extension. The alignment for the Powers Extension shall be substantially as depicted on the Amara Master Plan and consistent with the South Powers Extension Planning and Environmental Linkage (PEL) documents. The Owner shall plat the future Powers Extension ROW in a tract to be held by the Owner until the property is either deeded or dedicated as ROW to Colorado Springs, at no expense to the City, and upon request by the City. The

future Powers Extension ROW tract(s) shall be designated for future transference to the City and for use for public improvements. The Owner shall be permitted to use the Powers Extension ROW tract(s) for agriculture, general construction purposes, passive recreation and other uses mutually agreed upon by the Owner and City for the Amara Project.

t. Preliminary construction plans for the Powers Extension (the "Powers Construction Plans") are anticipated to be completed on behalf of CDOT, the City and El Paso County, at no cost to the Owner. The Owner and the City each agree that they shall use the Powers Construction Plans in connection with establishing utility elevations and crossings, vertical and horizontal road alignments and other development parameters located within the Property and associated with the Powers Extension provided the Powers Construction Plans are finalized prior to the Owner's commencement of improvements. All rights-of-way located within the Property and necessary for the grade separation of the interior roadways known as Tee Cross Trail, Norris Parkway and Squirrel Creek Road (each as identified in the Wilson TIS) shall be dedicated by the Owner at no cost to CDOT or the City, as applicable. In the event the Powers Construction Plans dictate depressing the grade of the Powers Extension, and in the event the same results in the need for easements in excess of the Powers Extension ROW, then the Owner shall dedicate those reasonably necessary easements at no cost to CDOT or the City, as applicable.

u. In exchange for the Owner agreeing to dedicate the Powers Boulevard ROW as described above and the corresponding easements described above, the Owner shall not have any further responsibility to the City for any construction costs or other costs associated with (i) the City's construction and completion of the Powers Extension or any other component of Powers Boulevard, (ii) any crossings, bridges, walkways, trails or other amenities or components associated with or spanning over the Powers Extension or otherwise associated with any other component of Powers Boulevard, or (iii) any other aspect of the Powers Extension or Powers Boulevard through the Property. With the exception of an interchange with the Powers Extension at the intersection of Powers Boulevard and Squirrel Creek Road, the Owner agrees not to request an interchange on Powers Boulevard as it traverses through the Property; however, subject to obtaining CDOT approval as discussed below, at the approximate location shown on the Amara Master Plan, the Owner shall have the right to construct a right-in/right-out access ramp on each side of Powers Boulevard, all at the Owner's sole cost and expense. The City and the Owner each acknowledge and agree that CDOT has final approval authority relative to the right-in/right-out access. Any such right-in/right-out access ramps shall be constructed to the appropriate freeway ramp design standards, and in addition, the Owner shall dedicate all right-of-way required for such right-in/right-out access ramps to the City or CDOT at no cost to CDOT or the City. Both parties acknowledge and agree that the improvements contemplated by this paragraph do not represent an obligation to bridge or span Powers Boulevard, rather it contemplates the Owner's building on ramps and off ramps for a grade separated intersection to provide basic right-in/right-out access to Powers Boulevard and the Powers Extension from the Property. It is expressly acknowledged that if an overpass is ever constructed at such location it shall not be the responsibility of the Owner.

2. Traffic Control Devices.
The 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 and to the extent described in the Wilson TIS and in accord with uniformly applied criteria set forth by the City.

3. Nonbinding on Non-Parties.
Notwithstanding anything contained herein to the contrary, the Parties acknowledge that this Agreement is not binding on any government entities not a party hereto.

D. Drainage. Preliminary and Final Drainage Reports and Plans shall be prepared and submitted by the Owner to the City and approved by the City, prior to recording subdivision plats. The Owner shall comply with all drainage criteria, standards, policies and ordinances in effect at the time of development, including but

not limited to the payment of any drainage, arterial bridge and detention pond fees. The Owner shall provide full spectrum detention, including water quality treatment, for all developed areas including tributary areas according to criteria. The City or another public entity will own and maintain all pipes located in any rights-of-way and/or otherwise directly associated with all regional ponds within the Amara Project, and shall further provide functional maintenance for all such regional ponds; provided, however that the Owner or the Metropolitan District(s) shall provide aesthetic maintenance of such regional ponds. With respect to sub-regional and smaller ponds within the Amara Project, the City's ownership and maintenance of all pipes directly associated therewith shall end at the associated rights-of-way, and the Owner or the Metropolitan District(s) shall thereafter own and maintain all such pipes, and shall further provide all required maintenance for all such sub-regional and smaller ponds.

The Owner shall be responsible for constructing channel stabilization measures along all open channels, which channel stabilization measures shall comply with current stormwater criteria. The City or another public entity shall own and provide functional maintenance for all such channels; provided, however, that the Owner or the Metropolitan District(s) shall provide aesthetic maintenance for such channels. The Owner shall comply with the Drainage Criteria Manual for all applicable improvements/structures.

The Owner is responsible for preparing a Williams Creek basin closure analysis for submittal to the City. The portion of the annexation that lies in the Williams Creek basin shall be closed, subject to the closure analysis and approval by Drainage Board. The Owner acknowledges that full spectrum detention facilities and underground conveyance infrastructure will not be reimbursable under the drainage basin fee program. If the closure analysis is not approved by Drainage Board, the Owner is responsible for preparing a Drainage Basin Planning Study for Williams Creek and paying fees according to the Williams Creek DBPS fee calculation. The Drainage Basin Planning Study must be approved by the City and Drainage Board prior to final plat recordation.

The portion of the annexation that lies in the Jimmy Camp Creek basin shall participate in the drainage basin fee program, including payment of fees and construction of improvements. Subsequent to the annexation agreement any reimbursable facilities constructed by the Owner shall be eligible for reimbursement in accordance with the accepted DBPS.

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

F. 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 Owner shall dedicate a parcel of land to the City containing between 8 and 12 acres for the City's construction, use and maintenance of a Public Works Service Center (the "Service Center"). The location of the parcel for such Service Center shall be mutually agreed upon between the City and the Owner, and the parcel shall be dedicated to the City upon Owner's completion of a plat for the property, all as mutually agreed based upon the best interests of the City and the Owner for such Service Center. The City shall be responsible, at its sole cost and expense, for all aspects of the construction and development of the Service Center, including, without limitation, all grading, access, utilities and construction and completion of the final Service Center. The Owner and the City shall cooperate in good faith with one another to agree upon a valuation for the parcel at the time of Owner's dedication of the parcel, and the City shall document such valuation at that time. The City agrees that if, from and after the City's execution of this Agreement, additional real property is annexed into the City of Colorado Springs (hereinafter, "Newly Annexed Property"), and if the City thereafter makes consistent and material use of the Service Center to support such Newly Annexed Property, then the City will, by way of the annexation agreement for such Newly Annexed Property, impose and administer a cost sharing arrangement for such Newly Annexed Property to collect fees for the Service Center which will be used to reimburse Owner for an equitable portion of the value of the parcel dedicated for the Service Center, based upon the amount of such consistent and material use of the Service Center to support such Newly Annexed

Property. The amount and timing of such fees shall be reasonably and equitably determined by the City and set forth in the annexation agreement for such Newly Annexed Property.

VI.
UTILITY SERVICES

A. Colorado Springs Utilities' ("UTILITIES") Services. UTILITIES' 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' facilities or utility systems on a "first-come, first-served" basis, provided that (among other things) the City and UTILITIES determine that the applicant has paid all applicable fees and meets all applicable requirements of the City Code, UTILITIES Tariffs, Utilities Rules and Regulations ("URRs"), and Line Extension and Service Standards ("Standards") for each Utility-Service application. 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' utility system facilities that currently exist or that may exist at the time of the proposed extension or connection.

The Owner 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' Tariffs, URRs and Standards, and Pikes Peak Regional Building Department codes in effect at the time of Utility Service connection and/or extension. The Owner acknowledges responsibility for the costs of any extensions 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 in accordance with City Code, URRs and Standards.

The Owner acknowledges that UTILITIES' connection requirements shall include the Owner's payment of all applicable charges and fees, including without limitation, development charges, recovery agreement charges, advance recovery agreement charges, contributions-in-aid of construction, water resource fees, impact fees, and other fees or charges applicable to the requested Utility Service. Because recovery agreement charges, advance recovery agreement charges, and contributions-in-aid of construction may vary over time and by location, the Owner is responsible for contacting UTILITIES' 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, the Owner, at the Owner's sole cost and expense, shall obtain for the benefit of UTILITIES, if the underlying property is not owned by the Owner, and/or dedicate by plat and/or convey by recorded document if the underlying property is owned by the Owner, all property (real and personal) and easements that UTILITIES reasonably determines are required for any utility-system facilities necessary to serve the Property or to ensure development of an integrated utility system. The Owner will dedicate or acquire and dedicate appropriate sites for utility facilities, including but not limited to electric substations, electric transmission and distribution lines and infrastructure, gas regulator station(s), gas mains, City Gate Station(s) wastewater collection mains and pipelines, lift stations and force mains, water tanks and control valves, and water transmission and distribution mains and pipelines, fire protection mains, and facilities necessary to install and maintain UTILITIES' fiber optic network. UTILITIES shall determine the location and size of all property necessary to be dedicated or otherwise conveyed.

The Owner 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' 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' then-current Permanent Easement Agreement form without modification unless approved by UTILITIES.

If the Owner, with prior written approval by UTILITIES, relocates, requires relocation, or alters any existing utility facilities within the Property, then the relocation or alteration of these facilities shall be at the Owner's sole cost and expense. If UTILITIES determines that the Owner's relocation or alteration requires new or updated easements, then the Owner shall obtain and assign and/or convey those easements prior to relocating or altering the existing utility facilities using UTILITIES' 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**. Due to the proximity of this Annexation relative to existing UTILITIES' facilities with capacity to serve the Property, extensions of said facilities will take more time than normal. If the Owner requests to accelerate the schedule for UTILITIES' design and/or construction of utility facilities, the Owner will be responsible for the cost of accelerated design and/or construction pursuant to a time and materials agreement by separate instrument to be negotiated between the Owner and UTILITIES at such time.

1. Natural Gas and Electric Facilities.

a. Wholesale Service. UTILITIES reserves the right to serve the Property by contracting with third-party utility providers to purchase wholesale natural gas and/or electric service to serve the Property; provided, however, that the Owner will be advised of all agreements with such third party utility providers to the extent such agreements impact the Owner. This interim wholesale service will be to UTILITIES and all properties within the Annexation will only receive utility service from UTILITIES per City Code. All natural gas and electric service to the Property will be at standard service rates as determined in the UTILITIES' Tariffs. In addition, the Owner will pay to Utilities natural gas and electric costs not captured in UTILITIES' standard service rates, which may include but is not limited to wheeling charges, measurement fees and any other fees reasonably assessed to UTILITIES by the wholesale service providers.

b. Permanent Electric Service.

1. Offsite and Onsite Feeder Infrastructure. If UTILITIES contracts with third-party utility providers to purchase wholesale electric service to serve the Property on an interim basis, the Owner will not be responsible for infrastructure described in this section; however, if UTILITIES does not contract with third-party utility providers for this purpose, and the Owner wishes to accelerate provision of UTILITIES' electric service to the Property, the Owner will be responsible for the cost of design, permitting and construction of the following electric infrastructure required to serve the demand of the Property: 600-amp mainline connecting the Horizon Substation, or other connection approved by UTILITIES, to the Property and all appurtenances thereto. The Owner will initiate design and construction of the above-described electric infrastructure and will coordinate with UTILITIES to ensure the infrastructure is designed and installed in accordance with applicable Standards. The Owner may construct on the Property no more than 3,500 single-family equivalents (SFE) with traditional electric service (with natural gas) or 750 SFE with electrification (resistive heating) before a secondary feed and substation are constructed to serve the Property, unless otherwise agreed to by UTILITIES.

2. Regional Improvements. UTILITIES will design, permit, and construct, such substations, substation transformers and transmission lines as UTILITIES determines, in its sole discretion, to be necessary to provide permanent electric service to the Property and future growth of the City. The Owner shall contribute to regional improvements as defined in URRs, Tariffs, and Standards as revised.

3. Non-Standard Service Configuration. The Owner acknowledges that until permanent electric facilities are constructed in accordance with UTILITIES' Standards to provide necessary redundancy and reliability to the Property, the offsite 600-amp mainline feeder is

considered a non-conforming radial feed. In the event of an outage, the Property may be without electric service for an extended period(s) of time until repairs are made, and service is restored; provided, however, that UTILITIES will use commercially reasonable efforts to minimize the duration of any such power outage and restore service as soon as reasonably possible. Due to this unique service characteristic, the Owner shall provide written notice of this condition in its contracts to future prospective owner(s) of any land within the Property.

4. Onsite Distribution Infrastructure. UTILITIES will design and construct all electric distribution facilities within the Property in accordance with UTILITIES' Tariffs, URRs and Standards.

5. Stranded Assets. Operation and maintenance of electric infrastructure is funded by rates. Infrastructure not utilized to full capacity is not sustainable. Should necessary temporary service not be provided by a third party utility provider, several miles of electric infrastructure needed to serve the Property will cross areas where connections are not likely to occur. To the extent there are future annexations that will result in additional connections to the infrastructure, UTILITIES will include cost recovery requirements in the applicable annexation agreements. As such, the Owner will be required to offset the costs of operation and maintenance of the electric system extensions that connect the Property to the system existing as of the date this Agreement is approved by City Council. The costs to be borne by the Owner shall include the annual operation and maintenance costs and depreciation of any portion of assets extended to serve the Property not utilized by adjacent properties. On an annual basis, UTILITIES will calculate these costs based on the life expectancy and the total installation cost of the subject infrastructure and provide notice to the Owner of such costs. The Owner will pay the costs to UTILITIES on demand. Upon request, from time to time, UTILITIES will provide the Owner with an accounting of the payments made under this provision. The costs to be borne by the Owner shall be reduced to the extent the infrastructure serves other properties. Prior to conveying any lots or parcels of the Property to any party or parties other than the Owner, the Owner will create an entity and this obligation will be assigned to and assumed by such entity to ensure that these costs are paid by one party each year.

6. Revenue Guarantee Contract. In accordance with UTILITIES' URRs, UTILITIES, in its sole discretion, may require the Owner to enter into (and the Owner will require a special district or other entity created to satisfy the requirements of Section XI.C.5., above, to assume) a Revenue Guarantee Contract for the extension of any electric service or facilities.

7. Electric Service Territory Statutory Compensation Fees. If any portion of the Property is located outside UTILITIES' electric service territory prior to annexation, then upon annexation:

A. The Owner 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;

B. The Owner 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 ("Electric Existing Facilities"); and (2) to convert any overhead electric lines to underground service lines ("Conversion") as determined by UTILITIES; and

C. Within 30 days of the Owner's receipt of an invoice for the following:

i.The Owner 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);

ii. If the former electric service provider removes the Electric Existing Facilities, then the Owner shall pay the former electric service provider directly for the removal of any Electric Existing Facilities;

iii. Further, the Owner 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 the Owner's receipt of an invoice for such costs; and

iv. The Owner shall also pay for any Conversion required by UTILITIES as a result of such annexation concurrent with the execution of a contract between the Owner and UTILITIES that specifies the terms of Conversion.

D. In the event the Owner does not pay the fees required by this subsection, UTILITIES has the right to not process or complete work under any new, pending, or approved Applications for Gas & Electric Line Extension for the Property until the amount invoiced has been paid in full.

c. Permanent Natural Gas Service

1. Offsite and Onsite Feeder Infrastructure. The Owner will be responsible for the cost of design, permitting and construction of the following natural gas infrastructure required to serve the demand of the Property: 150-pound gas main(s) and district regulator stations to connect the existing or future City Gate to the Property and all appurtenances thereto. UTILITIES will initiate design and construction of natural gas infrastructure and will continue to diligently work in order to allow for conversion of the natural gas systems from the interim providers to UTILITIES' systems, if interim natural gas provisions are implemented. The Owner will reimburse UTILITIES for design, permitting, and construction costs within 30 days of the Owner's receipt of invoices.

2. Regional Improvements. UTILITIES will design, permit, and construct, such City Gates and compressors stations, UTILITIES determines, in its sole discretion, to be necessary to provide permanent natural gas service to the Property and future growth of the City. The Owner shall contribute to regional improvements as defined in URRs, Tariffs, and Standards as revised.

3. Onsite Distribution Infrastructure. UTILITIES will design and construct all natural gas facilities within the Property in accordance with UTILITIES' Tariffs, URRs and Standards.

4. Stranded Assets. Operation and maintenance of natural gas infrastructure is funded by rates. Infrastructure not utilized to full capacity is not sustainable. Natural gas infrastructure needed to serve the Property will cross areas where connections are not likely to occur. To the extent there are future annexations that will result in additional connections to the infrastructure, UTILITIES will include cost recovery requirements in the applicable annexation agreements. As such, the Owner will be required to offset the costs of operation and maintenance of the natural gas system extensions that connect the Property to the system existing as of the date this Agreement is approved by City Council. The costs to be borne by the Owner shall include the operation and maintenance and annual depreciation of any portion of assets extended to serve the Property not utilized by adjacent properties. On an annual basis, UTILITIES will calculate these costs based on the life expectancy and the total installation cost of the subject infrastructure and provide notice to the Owner of such costs. The Owner will pay the costs to UTILITIES on demand. Upon request, from time to time, UTILITIES will provide the Owner with an accounting of the payments made under this provision. The costs to be borne by the Owner shall be reduced to the extent the infrastructure serves other properties. Prior to conveying any lots or parcels of the Property to any party or parties other than the Owner, the Owner will create

an entity and this obligation will be assigned to and assumed by such entity to ensure that these costs are paid by one party each year.

5. Greenhouse Gas Emissions. Given new and changing regulations regarding greenhouse gas (GHG) emissions, UTILITIES may require improvements above and beyond requirements in effect at the time of annexation, such as beneficial electrification, battery storage, solar, or other options, to meet regulatory requirements; provided, however, that UTILITIES agrees that all such UTILITIES' requirements shall be uniformly applied to all similarly situated UTILITIES' customers. Further, the Owner acknowledges that UTILITIES may refuse new connections to its natural gas service system if state or federal regulations dictate or if UTILITIES determines such action is necessary or desirable to meet state GHG emission reduction targets; provided, however, that UTILITIES agrees that any such refusal of new connections shall be uniformly applied to all similarly situated prospective UTILITIES' customers.

6. Natural Gas Service Territory Just Compensation Fees. If any portion of the Property is located outside UTILITIES' natural gas service territory prior to annexation, then upon annexation:

A. The Owner shall be solely responsible for providing any just compensation to the incumbent service provider for natural gas distribution facilities and service rights, plus all costs and fees, including but not limited to, attorneys' fees that UTILITIES incurs as a result of or associated with the acquisition/invasion of such natural gas service territory;

B. The Owner shall be solely responsible for all costs to remove any existing natural gas distribution facilities within the Property that were previously installed by the incumbent natural gas service provider; and

C. The Owner shall pay UTILITIES the just compensation and other fees within 30 days of the Owner's receipt of an invoice for such costs.

D. In the event the Owner does not pay the fees required by this subsection, UTILITIES has the right to not process or complete work under any new, pending, or approved Applications for Gas & Electric Line Extension for the Property until the amount invoiced has been paid in full.

d. Cost Recovery. The Owner may request reimbursement from future developments taking benefit from the natural gas and electric offsite feeder infrastructure installed as dictated by this Agreement. UTILITIES does not currently have a process for collecting cost recovery for natural gas and electric infrastructure but will include requirements for contributions in future annexation agreements to the extent appropriate.

2. Water Service and Facilities:

a. Offsite and Onsite Feeder Infrastructure. The Owner must extend, design, permit and construct all potable water infrastructure required to serve the demand of the Property including without limitation: pump stations, water transmission and distribution mains and all appurtenances thereto to and within the Property at the Owner's sole cost and expense in accordance with City Code and UTILITIES' Tariffs, URRs, and Standards in effect at the time of each specific request for water service. The Owner shall convey all water service infrastructure installed pursuant to this paragraph to UTILITIES in accordance with Standards. Consistent with City Code § 7.7.1102 (B), the Owner shall complete the design and installation, and obtain preliminary acceptance of such utility facilities, prior to UTILITIES' approval of the Owner's water service requests. Notwithstanding the above requirements, UTILITIES may enter into cost-sharing agreements with the Owner for water system expansions based on a determination of benefit to UTILITIES, in UTILITIES' sole discretion.

b. Regional Improvements. UTILITIES will design, permit, and construct, such treatment plants and tanks in its sole discretion, to be necessary to provide permanent water service to the Property and future growth of the City. The Owner shall contribute to regional improvements as defined in URRs, Tariffs, and Standards as revised.

c. Onsite Distribution Infrastructure. The Owner must extend, design, permit and construct all water distribution facilities and any water service lines to and within the Property at the Owner's sole cost and expense in accordance with City Code and UTILITIES' Tariffs, URRs, and Standards in effect at the time of each specific request for water service. The Owner shall convey all water service infrastructure installed pursuant to this paragraph to UTILITIES in accordance with Standards. Consistent with City Code § 7.7.1102 (B), the Owner shall complete the design and installation, and obtain preliminary acceptance of such utility facilities, prior to UTILITIES' approval of the Owner's water and wastewater service requests.

d. Cost Recovery. In the event UTILITIES or other developers design and construct other water system improvements UTILITIES determines are needed to ensure an integrated water system is available to serve the Property, the Owner shall be required to pay cost recovery for the engineering, materials, and installation costs incurred by UTILITIES, other water providers with whom UTILITIES has contractual obligations regarding service to the Property, or the other developer for 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. If the Owner is required to construct regional improvements, they will be eligible for cost recovery in accordance with UTILITIES' Tariffs, URRs, and Standards. If other developments take benefit from offsite and onsite feeder infrastructure benefitting the Property, the Owner may enter into cost recovery or cost sharing agreements with the other parties receiving benefit.

e. Water Quality Plan. The Owner is required to submit a Water Quality Plan when the Owner submits utility construction plans to UTILITIES. The Water Quality Plan must show how the Owner will comply with applicable regulations. The Water Quality Plan is subject to UTILITIES' review and approval. Any costs associated with complying with the Water Quality Plan requirements shall be borne by the Owner. This may include the cost of temporary pumping, and/or onsite temporary chlorination facilities, including design, permitting, construction, operation, materials, labor, equipment, and water at the current commercial rate. UTILITIES may waive or reduce the requirements in this paragraph at its sole discretion.

f. Stranded Assets. Operation and maintenance of water service infrastructure is funded by rates. Infrastructure not utilized to full capacity is not sustainable. Several miles of water infrastructure needed to serve the Property will cross areas where connections are not likely to occur. To the extent there are future connections to the infrastructure, the Owner may be entitled to cost recoveries as provided in the URRs and Standards. As such, the Owner will be required to offset the costs of operation and maintenance of the water system extensions that connect the Property to the system existing as of the date this Agreement is approved by City Council. The costs to be borne by the Owner shall include the operation and maintenance costs and annual depreciation of any portion of assets extended to serve the Property not utilized by adjacent properties. On an annual basis, UTILITIES will calculate these costs based on the life expectancy and the total installation cost of the subject infrastructure and provide notice to the Owner of such costs. The Owner will pay the costs to UTILITIES on demand. Upon request, from time to time, UTILITIES will provide the Owner with an accounting of the payments made under this provision. The costs to be borne by the Owner shall be reduced to the extent the infrastructure serves other properties. Prior to conveying any lots or parcels of the Property to any party or parties other than the Owner, the Owner will create a special district or other entity and this obligation will be assigned to and assumed by such entity to ensure that these costs are paid by one party each year.

3. Wastewater Service and Facilities.

a. Wholesale Service.

1. In order to provide wastewater service to the Property, UTILITIES may enter into an agreement with third-party wastewater service provider, whereby UTILITIES would purchase wholesale wastewater service to serve the Property. In addition to all infrastructure the Owner is responsible as set forth in subparagraphs (a)(ii) and (b), below, the Owner shall also be responsible for the design, permitting and construction of all wastewater infrastructure needed to connect to the wastewater system of the third-party wastewater service provider. All wastewater service to the Property will be at standard service rates as determined in UTILITIES' Tariffs. The Owner will pay to Utilities wastewater costs not captured in UTILITIES' standard tariff rates, which may include fees assessed to UTILITIES by the wholesale service providers, including fees and charges resulting from connection to the third-party wastewater service provider's system. The Owner acknowledges that UTILITIES provision of wastewater service to portions of the Property is contingent upon UTILITIES execution of an agreement with a third-party wastewater service provider.

2. Metering Vault. Pursuant to any wholesale wastewater service agreement between UTILITIES and the third-party wastewater service provider, and in accordance with applicable design and construction standards, the Owner shall be responsible for designing and constructing the wastewater metering vault(s) and any appurtenances required to track and record wastewater flows transported from the Property through UTILITIES' wastewater collection system and delivered to the interconnect point(s) with the third-party wastewater provider's wastewater collection and treatment system.

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

c. Cost Recovery. In the event UTILITIES or other developers design and construct other wastewater system improvements UTILITIES determines are needed to ensure an integrated wastewater system is available to serve the Property, the Owner shall be required to pay cost recovery for the engineering, materials, and installation costs incurred by UTILITIES or the other developer for its design, construction, upgrade, or improvement of any wastewater pump stations, wastewater pipeline facilities, or other wastewater collection facilities and appurtenances.

d. Stranded Assets. Operation and maintenance of wastewater service infrastructure is funded by rates. Infrastructure not utilized to full capacity is not sustainable. Several miles of wastewater infrastructure needed to serve the Property will cross areas where connections are not likely to occur. To the extent there are future connections to the infrastructure, the Owner may be entitled to cost recoveries as provided in the URRs and Standards. As such, the Owner will be required to offset the costs of operation and maintenance of the wastewater system extensions that connect the Property to the system existing as of the date this Agreement is approved by City Council. The costs to be borne by the Owner shall include the operation and maintenance costs and annual depreciation of any portion of assets extended to serve the Property not utilized by adjacent properties. On an annual basis, UTILITIES will calculate these costs based on the life expectancy and the total installation cost of the subject infrastructure and provide notice to the Owner of such costs. The Owner will pay the costs to UTILITIES on demand. Upon request, from time to time, UTILITIES will provide the Owner with an accounting of

the payments made under this provision. The costs to be borne by the Owner shall be reduced to the extent the infrastructure serves other properties. Prior to conveying any lots or parcels of the Property to any party or parties other than the Owner, the Owner will create a special district or other entity and this obligation will be assigned to and assumed by such entity to ensure that these costs are paid by one party each year.

4. Utility Service Center Fee.

The Owner agrees to pay a fee of $3,131.96 per acre for the portion of the Property depicted on Attachment 1, which is a total of 2,244.09 acres, (the "Utility Service Center Fee") as the Owner's pro rata share of capital cost of a new UTILITIES' service center (the "Utilities Service Center"). The Utilities Service Center is expected to be located at UTILITIES' Advanced Technology Campus property located at the southwest corner of Drennan Road and Foreign Trade Zone Boulevard; provided however, that it is within the discretion of UTILITIES to determine the location of the Utilities Service Center provided that such location allows UTILITIES' service response times for the Property to be in compliance with all applicable regulations. The Utilities Service Center is necessary to ensure efficient service response times for all utility services provided by UTILITIES to the Property and other property included in UTILITIES' service territories in the future. The Utility Service Center Fee will be due and payable by the Owner within thirty (30) days of receipt of an invoice from Utilities. Utilities may invoice Owner for the Utility Service Center Fee upon the earlier of (1) commencement of construction of the Utilities Service Center by UTILITIES as evidenced by a building permit; or (2) December 31, 2026. In the event the Property, or any portion of the Property, is conveyed or transferred prior to the date upon which the Utility Service Center Fee is paid in full, Owner and any successors-in-title shall be jointly liable for the Utility Service Center Fee until it is paid in full or the obligation is waived by UTILITIES.

D. Limitation of Applicability. The provisions of this Agreement set forth the requirements of the City and UTILITIES in effect at the time of 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' Tariffs, URRs and Standards shall govern the use of all Utilities Services.

E. 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, 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 annexation of the Property, any wells or groundwater developed by the Owner prior to annexation will become subject to UTILITIES' applicable Tariffs, URRs, Standards, and rates as amended in the future. The Owner's 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.

Notwithstanding any other provision of this Article VII, the Owner shall be allowed to re-permit, and if necessary, rehabilitate the two (2) existing groundwater wells appurtenant to the Property – Permit Nos. 237443--A and 255690 ("Wells") – as issued by the Colorado Division of Water Resources, for temporary non-potable construction water use and subsequently non-potable irrigation of public spaces, including: parks, commonly owned or maintained landscaping, golf courses, other public recreational areas. The Owner's permitting, rehabilitation and use of the Wells for any of these purposes shall comply with URRs, Tariffs and Standards, as revised and shall be at the Owner's sole cost and expense. Because the Property is located outside UTILITIES' augmentation plan boundary, the Owner shall, at its sole costs and expense, obtain all required approvals from the State of Colorado and/or Water Court necessary for operation of the Wells including, but not limited to, approval of a substitute water supply plan and augmentation plan for the Wells. The Owner's rehabilitation, permitting and use of the Wells is also subject to the Owner and Utilities successfully negotiating and entering into an augmentation service agreement prior to the Owner's use of the re-permitted and rehabilitated Wells. No commingling of well and City water supply will be permitted. At such time the Owner elects to discontinue using any of the Wells described herein, the Owner shall: (1) plug and abandon the Wells in accordance with all applicable regulations; and (2) provide notice of such plugging and abandonment to UTILITIES.

VIII.
FIRE PROTECTION

The Owner understands and acknowledges that the Property may be excluded from the boundaries of the Hanover & Ellicott Fire Districts (the "Fire Districts") 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 entity owning the Property at the time of the City's request agrees to apply to the Fire Districts for exclusion of the Property from the Fire Districts. The Owner understands and acknowledges that the Owner, its heirs, assigns and successors in title are responsible for seeking any exclusion from the Fire Districts and that the City has no obligation to seek exclusion of any portion of the Property from the Fire Districts. The Colorado Springs Fire Department ("CSFD") has determined that it will need two (2) fire stations for the Amara Project, and the Owner will be required to dedicate the land for such fire stations to the City at a time determined by the CSFD based on predicted or actual call volume and distribution. The size and location of the parcels of land to accommodate the two (2) fire stations are shown on the Amara Master Plan. In order to adequately serve the Property, Owner shall provide a temporary station to be used by the City until the permanent fire stations are complete with build-out, locations, type and timing determined by CSFD.

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

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

The 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 monetary liens and monetary 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 the 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 connection with the foregoing land dedications, the City agrees that the Owner will not be required to pay drainage, pond or bridge fees, or any other fees, for undevelopable land, including land dedicated for park, drainage, open space or trail purposes, nor shall the Owner be required to pay school fees or park fees for those areas. The Owner shall be required to pay the required drainage, pond or bridge fees for land dedicated for school sites, but the Owner shall not be required to pay any other fees for such land.

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

A. All property deeded to the City shall be conveyed by the Deed or a similar special warranty deed.

B. The 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 monetary liens and/or monetary 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

Intentionally left blank - not applicable.

XIII.
ORDINANCE COMPLIANCE

The 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 "the 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. The Owner affirmatively states that there exist no outstanding deeds of trust or other similar monetary liens or monetary encumbrances against the Property.

XV.
RECORDING

This Agreement shall be recorded in the Records, 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 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, 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 this Agreement for the different sections of this Agreement are for reference only and shall not be construed as an enlargement or abridgement of the language of the Agreement.

XVIII.
DEFAULT AND REMEDIES

If either the Owner or the 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, the City agrees to treat the 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. The 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 the Owner and the 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. All exhibits attached to this Agreement are incorporated herein by this reference.

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:_____
City Attorney's Office

OWNER:
TEE CROSS RANCHES, LLC, a Colorado limited liability company

By: _____

Name: ROBERT A. NORRIS

Title: MANAGER

(Owner)

ACKNOWLEDGMENT

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

The foregoing instrument was acknowledged before me this 1 day of May, 2024, by Robert A. Norris, as Manager for and on behalf TEE CROSS RANCHES, LLC, a Colorado limited liability company.

Witness my hand and notarial seal.
My commission expires: January 5, 2025

Lindsey S. Dennis
Notary Public

LINDSEY S. DENNIS NOTARY PUBLIC STATE OF TEXAS ID# 132852366 EXPIRES 1-5-2025

EXHIBIT A
LEGAL DESCRIPTION

AMARA ADDITION NO. 11 ANNEXATION

A PARCEL OF LAND BEING A PORTION OF NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF GOVERNMENT LOTS 1 AND 2, IN SECTION 7, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE NORTHERLY END BY A 3-1/4" ALUMINUM SURVEYORS CAP IN RANGE BOX STAMPED "EL PASO COUNTY DOT 2000 LS 17496: FLUSH WITH GROUND AND AT THE SOUTHERLY END BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "PS INC 1994 PLS 12103" FLUSH WITH GROUND IS ASSUMED TO BEARS N00°17'10"W, A DISTANCE OF 2635.08 FEET.

COMMENCING AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO;

THENCE S00°17'10"E, ON THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 180.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BRADLEY ROAD, PARCEL 2 RECORDED UNDER RECEPTION NO. 204127323 SAID POINT BEING THE **POINT OF BEGINNING;**

THENCE N89°50'57"E, ON SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 2,792.06 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7;

THENCE S00°42'25"E, ON SAID EAST LINE, DISTANCE OF 2144.44 FEET;

THENCE S89°52'36"W, A DISTANCE OF 2,807.81 FEET TO THE WEST LINE OF GOVERNMENT LOT 2, OF SAID SECTION 7;

THENCE N00°17'10"W, ON THE WEST LINE OF GOVERNMENT LOTS 1 AND 2, DISTANCE OF 2,143.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING A CALCULATED AREA OF 137.78948 ACRES (6,002,110 SF).

EXHIBIT B

SPECIAL WARRANTY DEED AND IRREVOCABLE CONSENT
TO THE APPROPRIATION, WITHDRAWAL AND USE OF GROUNDWATER
AMARA ADDITION NO. 11

TEE CROSS RANCHES, LLC, FKA T-CROSS PROPERTIES, LLC, FKA BJ RANCHES, LLC, a Colorado limited liability company (the "Grantor(s)"), whose address is 970 SUMMER GAMES DR. COLORADO SPRINGS, COLORADO 80905 Colorado, in consideration of the benefits received pursuant to the AMARA ADDITION NO. 11 Annexation Agreement dated May 1, 2024 ("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 1st day of May, 2024.

GRANTOR(s):

TEE CROSS RANCHES, LLC, a Colorado limited liability company

By: _____

Name: ROBERT A NORRIS

Its: MANAGER

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

The foregoing instrument was acknowledged before me this 1 day of May, 2024, by Robert A. Norris, as Manager for and on behalf TEE CROSS RANCHES, LLC, a Colorado limited liability company.

Witness my hand and official seal.
My Commission Expires: January 5, 2025

LINDSEY S. DENNIS NOTARY PUBLIC STATE OF TEXAS ID# 132852386 EXPIRES 1-5-2025

(SEAL)

Lindsay S Dennis
Notary Public

Accepted by the City of Colorado Springs:

By: _____ this 13 day of May, 2024
Real Estate Services Manager

By: _____ this 13th day of May, 2024
Colorado Springs Utilities Customer Utility Connections Manager

Approved as to Form:

By: _____ Date: _____
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 **TEE CROSS RANCHES, LLC, a Colorado limited liability company**, Grantor(s) on May 1, 2024

AMARA ADDITION NO. 11 ANNEXATION

A PARCEL OF LAND BEING A PORTION OF NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF GOVERNMENT LOTS 1 AND 2, IN SECTION 7, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE NORTHERLY END BY A 3-1/4" ALUMINUM SURVEYORS CAP IN RANGE BOX STAMPED "EL PASO COUNTY DOT 2000 LS 17496: FLUSH WITH GROUND AND AT THE SOUTHERLY END BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED "PS INC 1994 PLS 12103" FLUSH WITH GROUND IS ASSUMED TO BEARS N00°17'10"W, A DISTANCE OF 2635.08 FEET.

COMMENCING AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 15 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO;

THENCE S00°17'10"E, ON THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 180.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BRADLEY ROAD, PARCEL 2 RECORDED UNDER RECEPTION NO. 204127323 SAID POINT BEING THE **POINT OF BEGINNING;**

THENCE N89°50'57"E, ON SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 2,792.06 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7;

THENCE S00°42'25"E, ON SAID EAST LINE, DISTANCE OF 2144.44 FEET;

THENCE S89°52'36"W, A DISTANCE OF 2,807.81 FEET TO THE WEST LINE OF GOVERNMENT LOT 2, OF SAID SECTION 7;

THENCE N00°17'10"W, ON THE WEST LINE OF GOVERNMENT LOTS 1 AND 2, DISTANCE OF 2,143.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING A CALCULATED AREA OF 137.78948 ACRES (6,002,110 SF).

Exhibit B

To the Special Warranty Deed and Irrevocable Consent to the Appropriation, Withdrawal and Use of Groundwater executed by **TEE CROSS RANCHES, LLC, a Colorado limited liability company**, Grantor(s) on May 1, 2024

Decreed Groundwater Rights
Case No.: N/A
Court: N/A
Source: N/A
Amount: N/A
Date of Decree: N/A
Name of Owner: N/A

Permitted Groundwater
Permit No.: 237443–A
Date of Permit: November 6, 2001
Source: Not specified on permit
Amount: 15 GPM
Name of Owner: Dellora A. Norris Trust c/o Barnhart Pump Co
Legal Description of Well or other structure: SE 1/4, SW 1/4, Section 19, Township 15 S, Range 64 W, Sixth P.M.

Permit No.: 255690
Date of Permit: March 10, 2004
Source: Not specified on permit
Amount:15 GPM
Name of Owner: Robert C. Norris c/o Barnhart Pump Co
Legal Description of Well or other structure: SE 1/4, SW 1/4, Section 19, Township 15 S, Range 64 W, Sixth P.M.

Surface Water Rights
Name of Water Right: N/A
Case No.: N/A
Court: N/A
Source: N/A
Amount: N/A
Date of Decree: N/A
Name of Owner: N/A

EXHIBIT C
Wilson Cost Sharing Table

Roadway	From	To	Roadway Classification	Project Scope	Responsibility	Amara-Generated Traffic	2045 Total Traffic	Amara Percentage of 2045 Total Traffic
Amara Parkway	Mesa Ridge Pkwy	Squirrel Creek Rd	Principal Arterial (4-Lane)	Contruct Roadway	Amara	19,300	23,400	82%
Norris Parkway	Link Rd	Mesa Ridge Pkwy	Minor Arterial	Construct Roadway	Amara	15,000	15,000	100%
Tee Cross Trail	Amara Pkway	Norris Pkwy	Collector	Construct Roadway	Amara	8,000	8,000	100%
Road A	Squirrel Creek Rd	Norris Pkwy	Minor Arterial	Construct Roadway	Amara	20,000	20,000	100%
Road B	Mesa Ridge Pkwy	property boundary	Collector	Construct Roadway	Amara	6,000	6,000	100%
Road C	Meridian Rd	property boundary	Collector	Construct Roadway	Amara	2,000	2,000	100%
Meridian Road	Mesa Ridge Pkwy	Fontaine Blvd	Principal Arterial (4-Lane)	Construct Roadway	Amara	17,500	20,000	88%
Mesa Ridge Parkway	Marksheffel Rd	Amara Pkwy	Principal Arterial (6-Lane)	Construct Roadway	Amara/Almagre - Adjacent Property Owners	33,600	40,400	83%
Mesa Ridge Parkway	Amara Pkway	Norris Pkwy	Principal Arterial (4-Lane)	Construct Roadway	Amara/Almagre - Adjacent Property Owners	17,900	20,700	86%
Mesa Ridge Parkway	Norris Pkwy	Meridian Rd	Principal Arterial (4-Lane)	Construct Roadway	Amara	25,000	27,500	91%
Squirrel Creek Road	Link Rd	Powers Blvd	Principal Arterial (4-Lane)	Widen Roadway	Amara/Adjacent Property Owners	17,200	24,800	69%
Squirrel Creek Road	Powers Blvd	Amara Pkwy	Principal Arterial (4-Lane)	Widen Roadway	Amara/Adjacent Property Owners	32,000	35,500	90%
Link Road	Squirrel Creek Rd	C&S Rd	Minor Arterial	Widen Roadway	Regional Amara to contribute financially	13,300	20,700	64%
Marksheffel Road	Link Rd	Fontaine Blvd	Principal Arterial (4-Lane)	Widen Roadway	Regional Amara to contribute financially	9,400	22,000	43%
Powers Boulevard	Mesa Ridge Pkwy	Squirrel Creek Rd	Expressway/Freeway	Construct Roadway	Regional Amara to dedicate ROW	11,900	43,000	28%
Meridian Road	Fontaine Blvd	Bradley Rd	Principal Arterial (4-Lane)	Construct Roadway	Amara/Adjacent Property Owners	21,100	26,100	81%
Bradley Road	Marksheffel Rd	Meridian Rd	Principal Arterial (4-Lane)	Widen Roadway	Regional	9,100	28,300	32%

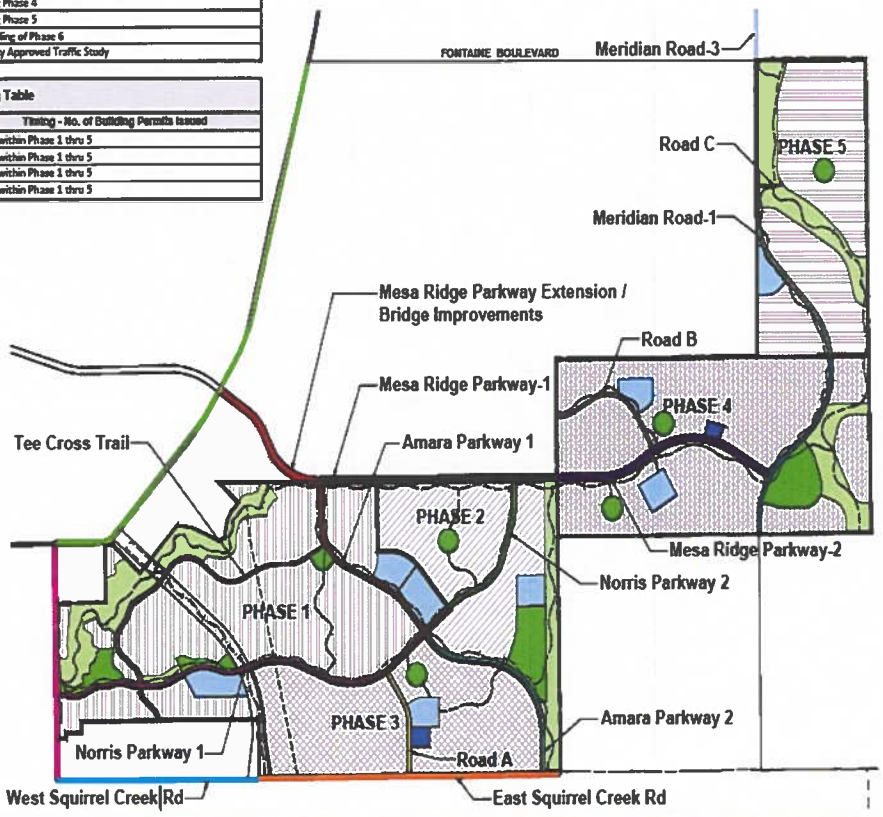
The foregoing Table may be updated and revised from time to time, and the "Amara Percentage of 2045 Total Traffic" calculations may correspondingly be updated and revised from time to time, based upon changes to the "Amara-Generated Traffic" as compared to the "2045 Total Traffic" resulting from, among other things, traffic patterns, roadway construction or closures, regional growth and/or additional develop in the region.

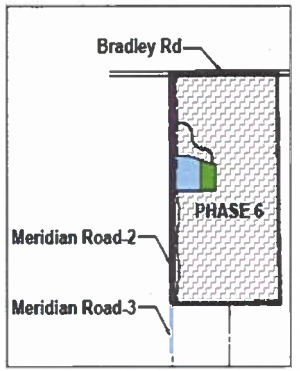
Annexation Agreement Roadway Improvement Exhibit Alt

EXHIBIT D
Roadway Improvement Exhibit

Roadway Construction Phasing Table			
Road Name	PHASE	AA Section #	Timing
Mesa Ridge Parkway Extension / Bridge	1	5-C.1.b,e,f	Owners Development of Phase 1
Amara Parkway 1	1	n/a	1,400 Building Permits in Phase 1
Norris Parkway 1	1	5-C.1.d	1,400 Building Permits in Phase 1
Tee Cross Trail	1	n/a	During Phase 1
Mesa Ridge Parkway-1	2	5-C.1.c, h	1,000 Building Permits in Phase 2 or with First Filing of Phase 4
Norris Parkway 2	2	n/a	1,000 Building Permits in Phase 2
Amara Parkway 2	3	n/a	1,000 Building Permits in Phase 3
Road A	3	n/a	During Phase 3
Mesa Ridge Parkway-2	4	5-C.1.e, i	1,000 Building Permits in Phase 4
Meridian Road-1	4 or 5	5-C.1.o, p	Adjacent Filings of Phase 4 or 5
Road B	4	n/a	During Phase 4
Road C	5	n/a	During Phase 5
Meridian Road-2	6	5-C.1.q	First Filing of Phase 6
Meridian Road-3	4 thru 6	5-C.1.r	Per City Approved Traffic Study

Roadway Widening Phasing Table			
Road Name	PHASE	AA Section #	Timing - No. of Building Permits Issued
Markstheffel Widening Segment	3	5-C.1.k	5,700 within Phase 1 thru 5
Link Road Widening Segment	3	5-C.1.l	5,700 within Phase 1 thru 5
West Squirrel Creek Road Widening Segment	3	5-C.1.n	5,700 within Phase 1 thru 5
East Squirrel Creek Road Widening Segment	3	5-C.1.m	5,700 within Phase 1 thru 5





Northern Outparcel

(not to scale)

dtj DESIGN LAPLATA COMMUNITIES

AMARA
Welcome to the New West

July 22, 2022