

**PTAA ADDITION NO. 1
ANNEXATION AGREEMENT**

THIS ANNEXATION AGREEMENT "Agreement", dated this ____ day of _____, 20__, is between the City of Colorado Springs, a home rule city and Colorado municipal corporation ("City"), and SSS Education Corp. herein referred to as the "Owner" or "Property Owner". The City and Owner together may be referred to as the Parties, or separately as a Party.

I.
INTRODUCTION

The Owner owns all the real property located in El Paso County, Colorado, identified and described on the legal description attached as Exhibit A ("Property" or "Owner's Property").

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

II.
ANNEXATION

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

III.
LAND USE

The PTAA Charter School Land Use Plan for the Property has been proposed and submitted to the City for approval. Owner will comply with the approved Land Use Plan and subsequent amendments approved in accord with the Unified Development Code of the Code of the City of Colorado Springs 2001, as amended ("UDC").

IV.
ZONING

Zoning. The City agrees to recommend that the initial zone for the Owner's Property shall be MX-M/AP-O (Mixed-Use Medium Scale with Airport Overlay) upon annexation. While zoned MX-M/AP-O (Mixed-Use Medium Scale with Airport Overlay), a development plan shall be required for any use. Owner acknowledges an Avigation Easement will be placed over the entire Property at the time of zoning. Owner acknowledges and understands that City Council determines the appropriate zone for the Property, and the City's recommended zone does not bind Planning Commission or City Council.

V.
PUBLIC FACILITIES

A. General. As land is annexed into the City it is anticipated that land development will occur. In

consideration of this land development, the City requires public facilities and improvements to be designed, extended, installed, constructed, dedicated and conveyed as part of the land development review and construction process. Public facilities and improvements are those improvements to property which, after being constructed by the Owner and accepted by the City, shall be maintained by the City or another public entity. Generally, the required public facilities and improvements and their plan and review process, design criteria, construction standards, dedication, conveyance, cost recovery and reimbursement, assurances and guaranties, and special and specific provisions are addressed in the UDC. Public facilities and improvements include but are not 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.) Stormwater infrastructure to convey stormwater located in the Right of Way; 4.) Arterial roadway bridges; 5.) Parks; 6.) Schools; and 7.) Other facilities and improvements required by a specific land development proposal.

It is understood that all public facilities and improvements shall be subject to the UDC, unless specifically stated otherwise in this Agreement. Those specifically modified public facilities and improvements provisions are as follows:

B. Metropolitan Districts. N/A

C. Streets, Bridges and Traffic Controls. The Owner agrees to construct, at the Owner's expense, those street, bridge and traffic improvements adjacent to or within the Property. These improvements shall also include mutually acceptable dedications of right-of-way and easements, and extension of streets and right-of-way. UDC sections 7.4.304(F) (Cost Reimbursement by the City) and 7.4.305 (Arterial Roadway Bridges) are excluded as City participation or reimbursement for Arterial Streets and Arterial Bridges within the Property will not be allowed.

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

- a. Owner intends to secure an access through private property to the Property from Huber Road as the main access and not use Tamlin Road for any access. If in the future Tamlin Road is desired to be used for any type of access, Owner shall provide, at the Owner's expense, construction plans to the City for review and approval prior to commencement of its construction.
- b. With respect to the access through the private property from Huber Road to the Property, the Owner shall obtain a permanent access easement large enough to contain a two (2) lane local private roadway with curb and gutter on both sides and a six (6) foot detached sidewalk along the west side as per the approved PTAA Charter School Land Use Plan. The easement shall be recorded prior to the recording of the annexation plat.
- c. Owner shall reimburse the City for the ten (10) foot wide concrete sidewalk, the curb and gutter and associated easements obtained for the North Marksheffel Road widening along the Property. The Owner shall pay to the City the reimbursement amount of \$235,572.60 in full prior to recording the annexation plat.
- d. City shall allow only one right out exit onto North Marksheffel Road from the Property at the Owner's expense. It shall have a minimum of two thousand two hundred and ninety-five (2295) feet of on-site internal stacking queue as per the approved PTAA Charter School Land Use Plan. Owner shall submit construction plans to the City for review and approval prior to commencement of its construction.

2. Off-Site Streets and Bridges:

- a. Huber Road shall be annexed into the City, constructed, inspected and accepted into probation, each at Owner's sole expense, prior to the opening of the PTAA Charter School. Owner shall be required to prepare all necessary items and pay all costs related to the annexation of Huber Road, as requested by the City, in order for the City to annex that portion

of Huber Road right-of-way from the current city limit at Marksheffel Road then to the most easterly portion of the access through private property for the Property. The annexation of Huber Road shall be recorded prior to approval of Huber Road construction plans. Construction of Huber Road shall be in accordance with the UDC and the approved PTAA Charter School Land Use Plan. Financial assurances shall be paid prior to commencing construction, as required under the UDC. The City retains full legislative authority as to the annexation of Huber Road, and this Agreement shall not be interpreted as an obligation of the City to annex Huber Road.

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

D. Drainage. Final Drainage Reports and Plans shall be prepared and submitted by the Owner to the City and approved by the Stormwater Enterprise Manager. A Preliminary Drainage Report shall be prepared and submitted by the Owner to the City and approved by the Stormwater Enterprise Manager at the time of a development plan submittal. 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 at the time of the Annexation Plat recordation. The Owner shall comply with the 4 Step Process and provide detention for all developed areas, to be owned and maintained by the Owner. The Owner shall be responsible for designing and constructing a stormwater conveyance system to an appropriate tie-in location as determined by an engineering analysis, to be owned and maintained by the Owner.

E. Parks: Any residential uses are subject to applicable land dedication requirements for neighborhood and community park land as required by the UDC.

F. Schools: Any residential uses are subject to school fees as required by the UDC.

G. Improvements Adjacent to Park and School Lands. Streets and other required public improvements adjacent to park and school lands dedicated within the Property will be built by the Owner without reimbursement by the City or the School District.

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 charges and fees and meets all applicable requirements of the City's Code of Ordinances ("City Code"), UTILITIES Tariffs, Utilities Rules and Regulations ("URRs"), and Line Extension and Service Standards ("Standards") for each 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.

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

Owners acknowledge that UTILITIES' connection requirements shall include Owners' payment of all applicable

charges and fees, including without limitation, development charges, water resource fees, recovery-agreement charges, advance recovery-agreement charges, aid-to-construction charges and other fees or charges applicable to the requested Utility Service. Because recovery agreement charges, advance recovery-agreement charges, and aid-to-construction charges may vary over time and by location, Owners are responsible for contacting UTILITIES' Customer Contract Administration at (719) 668-8111 to ascertain which fees or charges apply to the Property in advance of development of the Property.

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

Owners shall provide UTILITIES all written, executed conveyances prior to or at the time of platting or prior to the development of the Property as determined by UTILITIES. Owner shall convey to UTILITIES, through dedication via plat at the time the Property is subdivided or grant via separate instrument using UTILITIES'-approved easement form when requested by UTILITIES, a 50-foot-wide utility easement extending north to south through the entirety of the Property as depicted in **Exhibit C**, attached hereto and incorporated herein.

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

C. Extension of Utility Facilities by UTILITIES:

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

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

2. If the former electric service provider removes the Existing Facilities, then Owners shall pay the former electric service provider directly for the removal of any Existing Facilities.
3. Further, Owners shall pay UTILITIES the just compensation specified in C.R.S. §§ 40-9.5-204 (1) (c) and 40-9.5-204 (1) (d) within 30 days of Owners' receipt of an invoice for such costs.
4. Owners shall also pay for any Conversion required by UTILITIES as a result of such annexation concurrent with the execution of a contract between the Owners and UTILITIES that specifies the terms of Conversion.

2. Permanent Natural Gas Service

a. 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.

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

D. Water and Wastewater System Extensions by Owners: Owners must extend, design, and construct all potable and non-potable water system facilities and appurtenances, and all wastewater collection system facilities, wastewater pump stations, and any water or wastewater service lines to and within the Property at Owners' sole cost and expense in accordance with City Code and UTILITIES' Tariffs, URRs, and Standards in effect at the time of each specific request for water or wastewater service. Consistent with City Code § 7.4.303(B)(2) and 7.4.306(B)(2), Owners shall complete the design and installation, and obtain preliminary acceptance of such utility facilities, prior to UTILITIES' approval of Owners' water and wastewater service requests. Notwithstanding the above requirements, UTILITIES may enter into cost-sharing agreements with Owners for water and wastewater system expansions based on a determination of benefit to UTILITIES, in UTILITIES' sole discretion.

E. Limitation of Applicability: The provisions of this Agreement set forth the requirements of the City and UTILITIES in effect at the time of 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.

F. Southeastern Colorado Water Conservancy District: Notice is hereby provided that upon annexation, and as a condition of receiving water service from UTILITIES, the Property must be included in the boundaries of the Southeastern Colorado Water Conservancy District ("District") pursuant to C.R.S. § 37-45-136 (3.6) as

may be amended, and the rules and procedures of the District. Further, notice is hereby provided that, after inclusion of the Property into the boundaries of the District, the Property shall be subject to a property tax mill levy or other payment in lieu of taxes for the purposes of meeting the financial obligations of the District. Owners acknowledge 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"). Owners shall be responsible for taking all actions necessary for inclusion of the Property into the boundaries of the District, including but not limited to, any action required to obtain Reclamation's consent to include the Property into the District.

VII.
WATER RIGHTS

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

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

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

Upon recording of the Deed, any wells or groundwater developed by Owners prior to recording will become subject to UTILITIES' applicable Tariffs, URRs, Standards, and rates as amended in the future. Owners' uses of groundwater shall be subject to approval by the City and UTILITIES, and shall be consistent with City Code, UTILITIES' Tariffs, URRs, Standards, and the City's resolutions and policies for the use of groundwater now in effect or as amended in the future. No commingling of well and City water supply will be permitted. If Owners determine not to use any existing wells on the Property, Owners shall plug and abandon any such wells on the Property in compliance with the State of Colorado Division of Water Resources ("DWR") procedures and provide UTILITIES with a copy of such DWR abandonment approval prior to receiving utility service from UTILITIES.

VIII.
FIRE PROTECTION

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

IX.
FIRE PROTECTION FEE

The Owner shall be subject to the requirements of UDC section 7.5.532 regarding Citywide Development Impact Fees.

X.
POLICE SERVICE FEE

The Owner shall be subject to the requirements of UDC section 7.5.532 regarding Citywide Development Impact Fees.

XI.
PUBLIC LAND DEDICATION

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

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

- A. All property deeded to the City shall be conveyed by General Warranty Deed.
- B. Owner shall convey the property to the City within 30 days of the City's written request.
- C. Any property conveyed to the City shall be free and clear of any liens and/or encumbrances.
- D. All property taxes levied against the property shall be paid by the Owner through the date of conveyance to the City.
- E. An environmental assessment of the property must be provided to the City for review and approval, unless the City waives the requirement of an assessment. Approval or waiver of the assessment must be in writing and signed by an authorized representative or official of the City.

XII.
SPECIAL PROVISIONS

Not applicable.

XIII.
ORDINANCE COMPLIANCE

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

XIV.
ASSIGNS AND DEED OF TRUST HOLDERS

As used in this Agreement, the term "Owner" or "Property 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.

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

**XV.
RECORDING**

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

**XVI.
AMENDMENTS**

This Agreement may be amended by joint agreement between the City and any party, including their respective successors, transferees, or assigns, without the consent of any other non-City party or its successors, transferees, or assigns but only as applied to the property owned by the amending party at the time of the amendment. For the purposes of this article, an amendment shall be deemed to apply only to property owned by the amending party if this Agreement remains in full force and effect as to property owned by any non-amending party.

**XVII.
HEADINGS**

The headings for the different sections of this Agreement are for convenience and reference only and do not define or limit the scope or intent of any of the language of the Agreement and shall not be construed to affect in any manner the terms or the interpretation or construction of the Agreement.

**XVIII.
DEFAULT AND REMEDIES**

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

**XIX.
GENERAL**

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

XX.
SEVERABILITY

If any provision of this Agreement is for any reason and to any extent held to be invalid or unenforceable, then such finding shall not affect either the remainder of the Agreement or the application of the provisions to other entities.

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

CITY OF COLORADO SPRINGS

BY: _____
Blessing A. Mobolade, Mayor

ATTEST:

BY: _____
Sarah B. Johnson, City Clerk

APPROVED AS TO FORM:

BY:  _____
Office of the City Attorney

OWNER :



By:

Name: Shubham Pandey

Title: Owner

ACKNOWLEDGMENT

STATE OF Arizona)

) ss.

COUNTY OF maricopa)

The foregoing instrument was acknowledged before me this 23rd day of June, 2026, by Shubham Pandey, as Owner for and on behalf of SSS Education Corp.

Witness my hand and notarial seal.

My commission expires: 06/23/2029



Notary Public

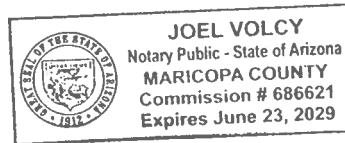


EXHIBIT A

LEGAL DESCRIPTION



EDWARD-JAMES SURVEYING, INC.

May 6, 2026
Job No. 2451-00
Page 1 of 2

EXHIBIT "A"

A TRACT OF LAND BEING A PORTION OF NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH BOUNDARY LINE OF CANTY SUBDIVISION NO. 2 AS RECORDED AT RECEPTION NUMBER 968075, RECORDS OF EL PASO COUNTY, BEING MONUMENTED ON THE WEST END BY A NO 4 REBAR AND WHITE PLASTIC CAP STAMPED "FOUR SQUARE PLS 18991" AND AT THE EAST END BY A NO. 4 REBAR AND WHITE PLASTIC CAP STAMPED "FOUR SQUARE PLS 18991" AT GROUND LEVEL, ASSUMED TO BEAR N89°52'39"E A DISTANCE OF 1,276.39 FEET.

LOT 1 AND LOT 2, CANTY SUBDIVISION NO. 2, AS RECORDED UNDER RECEPTION NUMBER 968075, RECORDS OF EL PASO COUNTY, STATE OF COLORADO, EXCEPTING OUT THE TRACT OF LAND AS DESCRIBED IN THE GENERAL WARRANTY DEED RECORDED AT RECEPTION NUMBER 225045130, RECORDS OF EL PASO COUNTY, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE TRACT OF LAND AS DESCRIBED IN THE GENERAL WARRANTY DEED RECORDED AT RECEPTION NUMBER 225045130, SAID POINT BEING ON THE NORTHERLY LINE OF SAID CANTY SUBDIVISION NO. 2, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON THE BOUNDARY OF SAID SUBDIVISION THE FOLLOWING FIVE (5) COURSES:

1. N89°52'39"E A DISTANCE OF 1,252.02 FEET;
2. S00°09'55"W A DISTANCE OF 632.21 FEET;
3. S40°50'43"W A DISTANCE OF 46.02 FEET;
4. N00°09'55"E A DISTANCE OF 189.27 FEET;
5. S89°52'39"W A DISTANCE OF 1,220.51 FEET TO THE SOUTHEAST CORNER OF THE TRACT OF LAND A DESCRIBED IN THE GENERAL WARRANTY DEED RECORDED AT RECEPTION NUMBER 225045130,

THENCE ON THE EASTERLY LINE OF SAID TRACT THE FOLLOWING TWO (2) COURSES:

1. N00°07'11"E A DISTANCE OF 439.95 FEET;
2. N01°35'40"W A DISTANCE OF 37.75 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 602,612 SQUARE FEET OR 13.834 ACRES MORE OR LESS.

TOGETHER WITH

THE TRACT OF LAND A DESCRIBED IN THE GENERAL WARRANTY DEED RECORDED AT RECEPTION NUMBER 225045130, RECORDS OF EL PASO COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THAT PARCEL OF LAND AS DESCRIBED IN RECEPTION NUMBER 223088006 OF THE RECORDS OF EL PASO COUNTY, SAID PARCEL IS LOCATED IN A PORTION OF LOT 1 OF THE CANTY SUBDIVISION NO. 2, IN THE WEST HALF OF SECTION 21, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER SAID PROPERTY DESCRIBED BY RECEPTION NUMBER 223088006, SAID POINT ALSO BEING THE POINT OF BEGINNING;

1. THENCE N89°52'39" E ON THE NORTHERLY PROPERTY LINE OF SAID PARCEL A DISTANCE OF 24.37 FEET;
2. THENCE S01°35'40" E A DISTANCE OF 37.75 FEET;

926 ELKTON DRIVE
COLORADO SPRINGS, CO 80907
PHONE: (719) 576-1216 FAX: (719) 576-1206
<http://ejsurveying.com>



3. THENCE S00°07'11"W TO THE SOUTHERLY PROPERTY LINE OF SAID PROPERTY DESCRIBED BY RECEPTION NUMBER 223088006, A DISTANCE OF 439.95 FEET;
4. THENCE ALONG SAID SOUTHERLY PROPERTY LINE, S89°52'39" W, TO THE EAST RIGHT-OF-WAY LINE OF MARKSHEFFEL ROAD, A DISTANCE OF 25.85 FEET;
5. THENCE ALONG SAID EAST RIGHT OF WAY LINE, N00°09'41"E., TO SAID NORTHERLY PROPERTY LINE, A DISTANCE OF 477.69 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 12,243 SQUARE FEET OR 0.281 ACRES, MORE OR LESS.

ANNEXATION CONTAINS A TOTAL AREA OF 614,855 SQUARE FEET OR 14.115 ACRES

LEGAL DESCRIPTION STATEMENT

I, JONATHAN W. TESSIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF IS CORRECT.



JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 33196
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

Accepted by the City of Colorado Springs:

By: _____ this _____ day of _____, 20____
Real Estate Services Manager

By: _____ this _____ day of _____, 20____.
Colorado Springs Utilities Customer Utility Connections Manager

Approved as to Form:

By: _____ Date: _____
City Attorney's Office

EXHIBIT B

Exhibit A

LEGAL DESCRIPTION

To the
Special Warranty Deed and Irrevocable Consent to the Appropriation, Withdrawal and Use of Groundwater
executed by SSS Education Corp., Grantor(s) on _____.



EDWARD-JAMES SURVEYING, INC.

May 6, 2026
Job No 2451-00
Page 1 of 2

EXHIBIT "A"

A TRACT OF LAND BEING A PORTION OF NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 8TH PRINCIPAL MERIDIAN, CITY OF
COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

EXHIBIT B
BASIS: THE NORTH BOUNDARY OF CANTY SUBDIVISION NO. 2, AS RECORDED UNDER RECEPTION NUMBER 968075, RECORDS OF EL PASO COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BY A NO. 4 REBAR AND WHITE PLASTIC CAP STAMPED 'FOUR SQUARE PLS 18991' AND AT THE EAST END BY A NO. 4 REBAR AND WHITE PLASTIC CAP STAMPED 'FOUR SQUARE PLS 18991' AT GROUND LEVEL, ASSUMED TO BEAR N89°52'39"E A DISTANCE OF 1,276.39 FEET.

LOT 1 AND LOT 2, CANTY SUBDIVISION NO. 2, AS RECORDED UNDER RECEPTION
NUMBER 968075, RECORDS OF EL PASO COUNTY, STATE OF COLORADO,
EXCEPTING OUT THE TRACT OF LAND AS DESCRIBED IN THE GENERAL WARRANTY
DEED RECORDED AT RECEPTION NUMBER 225045130, RECORDS OF EL PASO COUNTY,
STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE TRACT OF LAND AS DESCRIBED IN
THE GENERAL WARRANTY DEED RECORDED AT RECEPTION NUMBER 225045130, SAID
POINT BEING ON THE NORTHERLY LINE OF SAID CANTY SUBDIVISION NO. 2, SAID
POINT BEING THE POINT OF BEGINNING, THENCE ON THE BOUNDARY OF SAID
SUBDIVISION THE FOLLOWING FIVE (5) COURSES:

- 1. N89°52'39"E A DISTANCE OF 1,252.02 FEET;
2. S00°09'55"W A DISTANCE OF 632.21 FEET;
3. S40°50'43"W A DISTANCE OF 46.02 FEET;
4. N00°09'55"E A DISTANCE OF 189.27 FEET;
5. S89°52'39"W A DISTANCE OF 1,220.51 FEET TO THE SOUTHEAST CORNER OF
THE TRACT OF LAND AS DESCRIBED IN THE GENERAL WARRANTY DEED
RECORDED AT RECEPTION NUMBER 225045130,

THENCE ON THE EASTERLY LINE OF SAID TRACT THE FOLLOWING TWO (2) COURSES:

- 1. N00°07'11"E A DISTANCE OF 439.95 FEET;
2. N01°35'40"W A DISTANCE OF 37.75 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 602,612 SQUARE FEET OR 13.834 ACRES MORE
OR LESS.

TOGETHER WITH

THE TRACT OF LAND AS DESCRIBED IN THE GENERAL WARRANTY DEED RECORDED AT
RECEPTION NUMBER 225045130, RECORDS OF EL PASO COUNTY, STATE OF
COLORADO,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THAT PARCEL OF LAND AS DESCRIBED IN RECEPTION NUMBER
223088006 OF THE RECORDS OF EL PASO COUNTY, SAID PARCEL IS LOCATED IN A
PORTION OF LOT 1 OF THE CANTY SUBDIVISION NO. 2, IN THE WEST HALF OF SECTION
21, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL
PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER SAID PROPERTY DESCRIBED BY
RECEPTION NUMBER 223088006, SAID POINT ALSO BEING THE POINT OF BEGINNING;

- 1. THENCE N89°52'39" E ON THE NORTHERLY PROPERTY LINE OF SAID PARCEL
A DISTANCE OF 24.37 FEET;
2. THENCE S01°35'40" E A DISTANCE OF 37.75 FEET;

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May 6, 2026
Job No. 2451-00
Page 2 of 2

- 3. THENCE S00°07'11"W TO THE SOUTHERLY PROPERTY LINE OF SAID PROPERTY DESCRIBED BY RECEPTION NUMBER 223088006, A DISTANCE OF 439.95 FEET;
- 4. THENCE ALONG SAID SOUTHERLY PROPERTY LINE, S89°52'39" W, TO THE EAST RIGHT-OF-WAY LINE OF MARKSHEFFEL ROAD, A DISTANCE OF 25.85 FEET;
- 5. THENCE ALONG SAID EAST RIGHT OF WAY LINE, N00°09'41"E., TO SAID NORTHERLY PROPERTY LINE, A DISTANCE OF 477.69 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 12,243 SQUARE FEET OR 0.281 ACRES, MORE OR LESS.

ANNEXATION CONTAINS A TOTAL AREA OF 614,855 SQUARE FEET OR 14.115 ACRES.

EXHIBIT B

LEGAL DESCRIPTION STATEMENT

I, JONATHAN W. TESSIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION, AND BELIEF IS CORRECT.



JONATHAN W. TESSIN, PROFESSIONAL LAND SURVEYOR
COLORADO PLS NO. 33196
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

Exhibit B

To the
Special Warranty Deed and Irrevocable Consent to the Appropriation, Withdrawal and Use of Groundwater
executed (Owner s), Grantor(s) on _____.

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. N/A
Date of Permit: N/A
Source: N/A
Amount: N/A
Name of Owner : N/A
Legal Description of Well or other structure: N/A

EXHIBIT B

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

UTILITIES' PUBLIC UTILITY EASEMENT

**EXHIBIT C (PAGE 1 OF 4)
UTILITIES' PUBLIC UTILITY EASEMENT**

PARCEL DESIGNATION	6321001008	DATE:	May 1, 2024
OWNER:	SSS EDUCATION CORP		

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land lying in the West Half of Section 21, Township 13 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, being more particularly described as Lot 1 of the Cauty Subdivision No. 2, as recorded at Reception Number 968075 of the records of El Paso County.

Bearings are based on a GPS Static Survey performed July 20, 2006 by CH2M Hill Inc. The line between stations DOT1 (a EPC Brass Cap) and E_24 (a USCGS Brass Cap) bears N 48°53'48" E a distance of 40,950.79 ft.

This description was prepared by:
Kevin Williams, P.L.S. 28294
On behalf of Wilson & Co.
990 S. Broadway, Ste. 220
Denver, CO 80209



EXHIBIT C (PAGE 2 OF 4)
UTILITIES' PUBLIC UTILITY EASEMENT

PARCEL DESIGNATION	5321001008	DATE:	May 1, 2024
OWNER:	SSS EDUCATION CORP		

EXHIBIT B

LEGAL DESCRIPTION

UTILITY EASEMENT – UE-16A

A portion of that parcel of land as described in Reception Number 223088006 of the records of El Paso County, said parcel is located in Lot 1 of the Cantly Subdivision No. 2, in the West Half of Section 21, Township 13 South, Range 65 West of the Sixth Principal Meridian, El Paso County, Colorado, more particularly described as follows:

Commencing at the Northwest Corner of said Section 21 (being a 3 1/4" Aluminum cap "LS 17946), thence S. 9°34'53" E., a distance of 667.73 feet, to a point being on the northerly property line of said property described by Reception Number 223088006 from which the northwest corner of said property bears S. 89°09'00" W., a distance of 44.38 feet, said point also being the **POINT OF BEGINNING**;

1. Thence S. 2°18'09" E., a distance of 37.54 feet;
2. Thence S. 0°35'18" E., to the southerly property line of said property described by Reception Number 223088006, a distance of 440.16 feet;
3. Thence along said southerly property line, N. 89°09'00" E., a distance of 50.00 feet,
4. Thence N. 0°35'18" W., a distance of 440.68 feet;
5. Thence N. 2°18'09" W., to the said northerly line, a distance of 37.02 feet;
6. Thence along said northerly line, S. 89°09'00" W., a distance of 50.02 feet, more or less, to the **POINT OF BEGINNING**.

Said parcel of land contains 23,885 square feet or 0.548 acres, more or less.

EXHIBIT C SKETCH is attached hereto and thereby incorporated as a part of the preceding legal description.

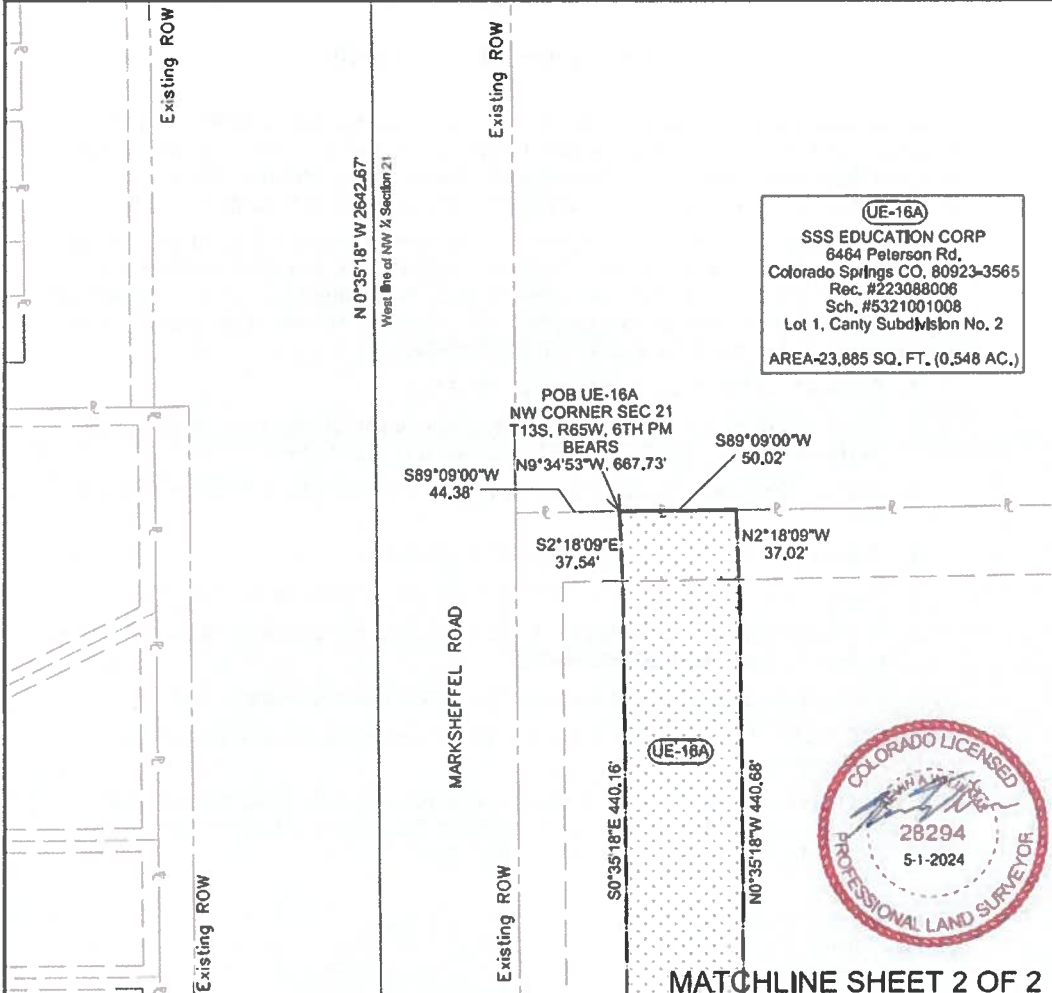
Bearings are based on a GPS Static Survey performed July 20, 2006 by CH2M Hill Inc. The line between stations DOT1 (a EPC Brass Cap) and E_24 (a USCGS Brass Cap) bears N 48°53'48" E a distance of 40,950.79 ft.

This description was prepared by:
Kevin Williams, P.L.S. 28294
On behalf of Wilson & Co.
990 S. Broadway, Ste. 220
Denver, CO 80209



**EXHIBIT C (PAGE 3 OF 4)
UTILITIES' PUBLIC UTILITY EASEMENT**

DATE: 1-MAY-2024	EXHIBIT C SKETCH UTILITY EASEMENT UE-16A PARCEL 5321001008 SECTION 21 T 13 S, R 65 W, 6TH P.M. CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO	
APPROVED BY: K. WILLIAMS		
18300ROW_UE-16A_Exhiblt_1-2.dgn		



UE-16A
 SSS EDUCATION CORP
 6464 Peterson Rd,
 Colorado Springs CO, 80923-3565
 Rec. #223088006
 Sch. #5321001008
 Lot 1, Cnty Subdvision No. 2
 AREA-23,885 SQ. FT. (0.548 AC.)




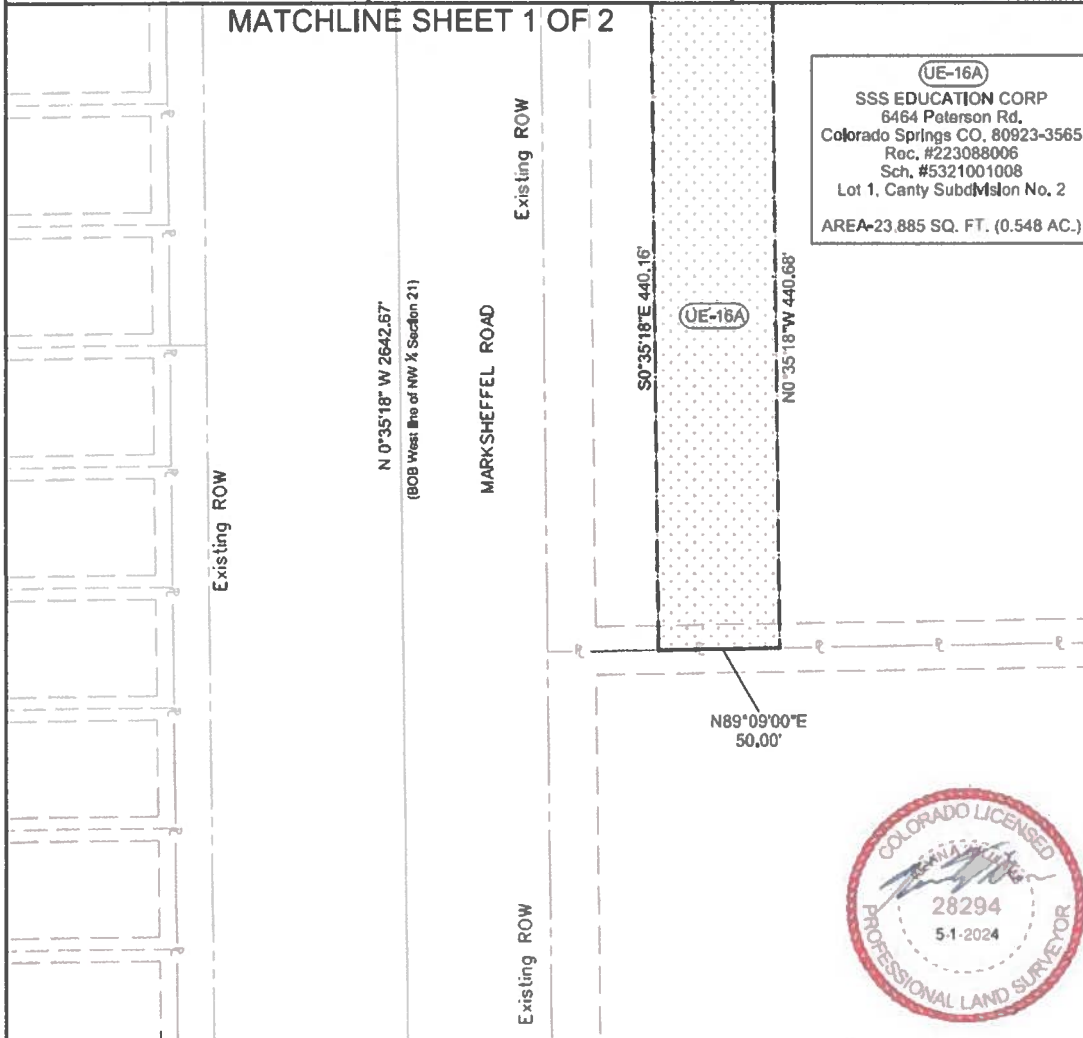
MATCHLINE SHEET 2 OF 2

- NOTES:**
1. This sketch does not constitute a land survey plat by **Wilson & Co.**
 2. This sketch is a graphic representation of the burdened property. In the event Exhibit C is inconsistent with Exhibit B, Exhibit B shall control.
 3. Bearings are based on a GPS Static Survey performed July 20, 2006 by CH2M Hill Inc. The line between stations DOT 1 (a EPC Brass Cap) and E_24 (a USCGS Brass Cap) bears N 48°53'48" E a distance of 40,950.79 ft.



**EXHIBIT C (PAGE 4 OF 4)
UTILITIES' PUBLIC UTILITY EASEMENT**

DATE: 1-MAY-2024	<p align="center">EXHIBIT C SKETCH UTILITY EASEMENT UE-16A PARCEL 5321001008 SECTION 21 T 13 S, R 65 W, 6TH P.M. CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO</p>	 COLORADO SPRINGS OLYMPIC CITY USA
APPROVED BY: K. WILLIAMS		
18300ROW_UE-16A_Exhblt_2-2.dgn		

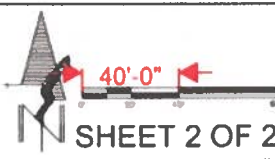


(UE-16A)
 SSS EDUCATION CORP
 6464 Peterson Rd.
 Colorado Springs CO, 80923-3565
 Rec. #223088006
 Sch. #5321001008
 Lot 1, Canty SubdMstn No. 2
 AREA-23,885 SQ. FT. (0.548 AC.)



NOTES:

1. This sketch does not constitute a land survey plat by Wilson & Co.
2. This sketch is a graphic representation of the burdened property. In the event Exhibit C is inconsistent with Exhibit B, Exhibit B shall control.
3. Bearings are based on a GPS Static Survey performed July 20, 2006 by CH2M Hill Inc. The line between stations DOT1 (a EPC Brass Cap) and E_24 (a USCGS Brass Cap) bears N 48°53'48" E a distance of 40,950.79 ft.



SHEET 2 OF 2

