

PROPERTY TAX INCREMENT REVENUE AGREEMENT

(County of El Paso School District 20)

(Project Garnet Urban Renewal Plan)

This Property Tax Increment Revenue Agreement (the “Agreement”) is entered into as of \_\_\_\_\_, 2023 (the “Effective Date”) by and between the COLORADO SPRINGS URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the “Authority”), whose address is 30 South Nevada Avenue, Colorado Springs, Colorado 80903, and the COUNTY OF EL PASO SCHOOL DISTRICT 20, a political subdivision of the State of Colorado (the “School District”), whose address is 1110 Chapel Hills Drive, Colorado Springs, CO 80920. The Authority and the School District are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS.

The following recitals are incorporated in and made a part of this Agreement. Capitalized terms used herein and not otherwise defined are defined in Section 1 below.

A. Proposed Redevelopment. The Parties have been advised that the real property described in Exhibit A (the “Property”) lying within the corporate limits of the City of Colorado Springs, Colorado (the “City”) is being studied for designation as an urban renewal area to be redeveloped by one or more developers and/or property owner(s) as an industrial use development that will eliminate existing blighted conditions which constitute threats to the health, safety and welfare of the community and barriers to development.

B. Urban Renewal and Tax Increment Financing. To accomplish the proposed redevelopment and to provide certain required public improvements, the Authority has recommended inclusion of the Property in a proposed urban renewal plan, entitled as the “Project Garnet Urban Renewal Plan” (the “Plan” or “Urban Renewal Plan”) authorizing and utilizing tax increment financing in accordance with the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “Act”), to pay Eligible Costs of the Improvements. The proposed Plan that includes the Property has been provided to the School District under separate cover. The final Plan approved by the City Council of the City shall be the “Plan” for purposes of this Agreement.

C. Nature of Urban Renewal Project and Purpose of Agreement. The proposed Urban Renewal Project consists of designing, developing and constructing the Improvements (which includes paying the Eligible Costs of public improvements) necessary to serve the proposed Urban Renewal Area and to comply with §31-25-107(4)(g) of the Act that requires the Plan to afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area by private enterprise. Approval of the Urban Renewal Plan is subject to recent legislation, including requirements imposed by HB 15-1348 for new urban renewal plans adopted after January 1, 2016.

D. Impact Report. The Authority has submitted to the School District a copy of the Impact Report required to be submitted to El Paso County by §31-25-107(3.5) of the Act, which includes a tax forecast for the School District.

E. Colorado Urban Renewal Law. In accordance with the Act as amended to the date of this Agreement (including the requirements of HB 15-1348 and SB 18-248), the Parties desire to enter into this Agreement to facilitate adoption of the Plan and redevelopment of the proposed Urban Renewal Area described therein. The Agreement addresses, among other things, the estimated impacts of the Urban Renewal Plan on School District services associated solely with the Urban Renewal Plan.

## AGREEMENT

NOW, THEREFORE, in consideration of the covenants, promises and agreements of each of the Parties hereto, to be kept and performed by each of them, it is agreed by and between the Parties hereto as set forth herein.

1. DEFINITIONS. As used in this Agreement:

1.1. “Act” means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S.

1.2. “Agreement” means this Agreement, as it may be amended or supplemented in writing. References to sections or exhibits are to this Agreement unless otherwise qualified.

1.3. “Authority” means the Party described in the Preamble to this Agreement, the Colorado Springs Urban Renewal Authority, a body corporate and politic of the State of Colorado.

1.4. “Bonds” shall have the same meaning as defined in §31-25-103 of the Act.

1.5. “City” means the Party described in Recital A to this Agreement, the City of Colorado Springs, Colorado.

1.6. “Debt Service Mill Levies” means the mill levies for the servicing of the School District’s bonded indebtedness, including any refunding of such bonded indebtedness, approved by eligible electors of the School District.

1.7. “District Increment” means the portion of Property Tax Increment Revenues generated by the School District’s mill levy, including, without limitation, the Debt Service Mill Levies and Mill Levy Overrides in effect as of the date hereof, received by the Authority from the El Paso County Treasurer and paid into the Special Fund as specified in Section 3.1.

1.8. “Duration” means the twenty-five (25) year period that the tax increment or tax allocation provisions will be in effect as specified in §31-25-107(9)(a) of the Act, the Plan, and the Impact Report.

1.9. “Eligible Costs” means those costs eligible to be paid or reimbursed from the Tax Increment Revenues pursuant to the Act.

1.10. “Future Mill Levy” has the meaning set forth in Section 3.2.

1.11. “Impact Report” means the impact report setting forth the burdens and benefits of the Urban Renewal Project previously submitted to the School District.

1.12. “Improvements” means the public improvements and private improvements to be constructed on the Property pursuant to the Plan.

1.13. “Mill Levy Overrides” means those mill levies approved by the eligible electors of the School District to raise and expend additional local property tax revenues in excess of the School District’s total program as provided in the Public School Finance Act of 1994, Colorado Revised Statutes Title 22, Article 54, Part 1, or successor act.

1.14. “Party” or “Parties” means the Authority or the School District or both and their lawful successors and assigns.

1.15. “Plan” means the urban renewal plan defined in Recital B above.

1.16. “Project” shall have the same meaning as Urban Renewal Project.

1.17. “Property Tax Increment Revenues” means all the TIF revenues derived from ad valorem property tax levies described in §31-25-107(9)(a)(II) of the Act allocated to the Special Fund for the Duration.

1.18. “Special Fund” means the fund described in the Plan and §31-25-107(9)(a)(II) of the Act into which the Property Tax Increment Revenues will be deposited.

1.19. “School District” means the Party described in the Preamble to this Agreement, Colorado Springs School District 20, a political subdivision of the State of Colorado.

1.20. “TIF” means the property tax increment portion of the property tax assessment roll described in §31-25-107(9)(a)(II) of the Act.

1.21. “Urban Renewal Area” means the area included in the boundaries of the Plan.

1.22. “Urban Renewal Plan” means the urban renewal plan defined in Recital B above.

1.23. “Urban Renewal Project” means all undertakings and activities, or any combination thereof, required to carry out the Urban Renewal Plan pursuant to the Act.

2. Impact Report. The Parties acknowledge and agree that the Impact Report addresses the following information and hereby make and adopt the following findings relating to the Impact Report:

(a) The Urban Renewal Project is projected to create significant new employment opportunities and other benefits as specified in the Impact Report that will benefit the Parties, the region, and the State of Colorado.

(b) The Duration of time estimated to complete the Urban Renewal Project is the twenty-five (25) year period of time specified in §31-25-107(9)(a) of the Act.

(c) The estimated annual Property Tax Increment Revenue to be generated by the Urban Renewal Project for the Duration of the Urban Renewal Project and the portion of such Property Tax Increment Revenue to be allocated to fund the Urban Renewal Project are set forth in this Agreement and the Impact Report.

(d) The nature and relative size of the revenue and other benefits expected to accrue to the City, the School District, and other taxing entities that levy property taxes in the Urban Renewal Area are set forth in the Impact Report and include, without limitation:

- (i) The increase in base value resulting from biennial general reassessments for the Duration in accordance with §31-25-107(9)(e) of the Act;
- (ii) The benefit of improvements in the Urban Renewal Area to existing taxing entity infrastructure in accordance with §31-25-107(3.5) of the Act;
- (iii) The estimate of the impact of the Urban Renewal Project on School District and taxing entity revenues in accordance with §31-25-107(3.5) of the Act;
- (iv) The cost of additional School District and taxing body infrastructure and services required to serve development in the Urban Renewal Area in accordance with §31-25-107(3.5) of the Act;
- (v) The capital or operating costs of the Parties, the City, and other taxing bodies that are expected to result from the Urban Renewal Project in accordance with HB 15-1348;
- (vi) The legal limitations on the use of revenues belonging to the Parties, the City, and any taxing entity in accordance with HB 15-1348 and SB 18-248; and
- (vii) The other estimated impacts of the Urban Renewal Project on School District and other taxing body services or revenues in accordance with §31-25-107(3.5) of the Act.

3. RETENTION OF PROPERTY TAX INCREMENT REVENUES. In compliance with the requirements of HB 15-1348 and SB 18-248, the Parties have negotiated and agreed to the sharing of Property Tax Increment Revenues as set forth herein.

3.1. District Increment Revenues. The School District and the Authority agree that the Authority may retain and expend in furtherance of the Urban Renewal Project one hundred percent (100%) of the District Increment, commencing on the date of approval by the City of the Plan, and lasting for the Duration.

3.2. Mill Levy Allocation. If the School District's eligible electors approve a new or increased mill levy for any lawful purpose, including, without limitation, a new or increased Debt Service Mill Levy or Mill Levy Override ("Future Mill Levy"), any revenue derived from

the Future Mill Levy shall not be considered part of the District Increment. Rather, upon approval by the eligible electors of the School District of a Future Mill Levy, the School District shall provide notification of the same to the Authority. From the date of such notice until the Duration has expired, the Authority shall annually deduct from the Property Tax Increment Revenue it receives any revenues attributable to the Future Mill Levy, as applicable, and shall remit such revenues to the School District.

4. PLEDGE OF AVAILABLE PROPERTY TAX INCREMENT REVENUES. The School District recognizes and agrees that in reliance on this Agreement and in accordance with the provisions of §31-25-109(12) of the Act, the adoption and approval of the Plan includes an irrevocable pledge of all of the Property Tax Increment Revenues to pay the Authority's Bonds and other financial obligations in connection with the Urban Renewal Project. The School District further recognizes that the Authority has elected to apply the provisions of §11-57-208, C.R.S., to such pledge. The Property Tax Increment Revenues, when and as received by the Authority are and shall be subject to the lien of such pledge without any physical delivery, filing, or further act and are and shall be an obligation of the Parties pursuant to §31-25-107(9) of the Act. The Parties agree that the creation, perfection, enforcement and priority of the pledge of the Property Tax Increment Revenues as provided herein shall be governed by §11-57-208, C.R.S. The lien of such pledge on the Property Tax Increment Revenues shall have priority over any of all other obligations and liabilities of the Parties with respect to the Property Tax Increment Revenues.

5. NOTIFICATION OF PROPOSED MODIFICATIONS OF THE PLAN; AGREEMENT NOT PART OF PLAN. The Authority agrees to notify the School District of any intended modification of the Plan as required by §31-25-107(7) of the Act. This Agreement is not part of the Plan.

6. WAIVER. Except for the notices required by this Agreement, the School District, as authorized by §31-25-107(9.5)(b) and §31-25-107(11) of the Act, hereby waives any provision of the Act that provides for notice to the School District, requires any filing with or by the School District, requires or permits consent from the School District, and provides any enforcement right to the School District for the Duration, provided, however, that the School District shall have the right to enforce this Agreement.

7. LIMITATION OF AGREEMENT. This Agreement applies only to the District Increment, as calculated, produced, collected and paid to the Authority from the Urban Renewal Area by the El Paso County Treasurer in accordance with §31-25-107(9)(a)(II) of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of the City or the Authority.

8. MISCELLANEOUS.

8.1. Delays. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; fires; floods; earthquake; abnormal weather; strikes; labor disputes; accidents; regulation or order of civil or military authorities; shortages of labor or materials; or other causes, similar or dissimilar, including economic downturns, which are beyond the control of such Party.

8.2. Termination and Subsequent Legislation or Litigation. In the event of termination of the Plan, including its TIF financing component, the Authority may terminate this Agreement by delivering written notice to the School District. The Parties further agree that in the event legislation is adopted or a decision by a court of competent jurisdiction after the Effective Date of this Agreement that invalidates or materially effects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement, but does not impair any otherwise valid contracts in effect at such time.

8.3. Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties.

8.4. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors in interest.

8.5. No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that any person or entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

8.6. No Waiver of Immunities. Nothing in this Agreement shall be construed as a waiver of the rights and privileges of the Parties pursuant to the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as the same may be amended from time to time. No portion of this Agreement shall be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.

8.7. Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

8.8. Parties not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and no Party shall be responsible for any debt or liability of any other Party.

8.9. Interpretation. All references herein to Bonds shall be interpreted to include the incurrence of debt by the Authority in any form consistent with the definition of "Bonds" in the Act, including payment of Eligible Costs or any other lawful financing obligation.

8.10. Incorporation of Recitals and Exhibits. The provisions of the Recitals and the Exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

8.11. No Assignment. No Party may assign any of its rights or obligations under this Agreement.

8.12. Section Captions. The captions of the sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

8.13. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

8.14. Governing Law. This Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado.

8.15. No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

8.16. Notices. Any notice required by this Agreement shall be in writing. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be (a) personally delivered with a written receipt of delivery; (b) sent by a nationally-recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by confirmed facsimile transmission or electronic delivery with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) no later than 5 business days thereafter. All notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery. Each Party shall be entitled to change its address for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices. All notices shall be sent to the addressee at its address set forth in the Preamble to this Agreement.

8.17. Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

8.18. Authority. The persons executing this Agreement on behalf of the Parties covenant and warrant that each is fully authorized to execute this Agreement on behalf of such Party.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Authority and the School District have caused their duly authorized officials to execute this Agreement effective as of the Effective Date.

County of El Paso School District 20, a political subdivision of the State of Colorado

By: Thomas J. Volby  
Title: ASD-20 Board President

ATTEST:

By: Lina Martinez-Bonito

COLORADO SPRINGS URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_



The Property

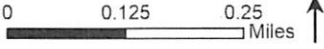
Exhibit A

Exhibit A Project Garnett Urban Renewal Plan Area



Source: Esri, City of Raleigh, GeoEye, Earthstar, Geographic, CNES, Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

-  Project Garnett URA Boundary
-  Project Garnett URA Parcels
-  Parcel



# D.E.C. SUBDIVISION FILING NO. 2

## A REPLAT OF LOT 1, BLOCK 1, D.E.C. SUBDIVISION RECORDED IN PLAT BOOK C-3 AT PAGE 72, RECORDS OF EL PASO COUNTY, COLORADO AND A PORTION OF SECTION 13, TOWNSHIP 13 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND A PORTION OF SECTION 18, TOWNSHIP 13 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, COLORADO

KNOW ALL MEN BY THESE PRESENTS:

HAT HENNETT-PACKARD COMPANY, A DELAWARE CORPORATION, BEING THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT:

**LEGAL DESCRIPTION:**

A PART OF LAND BEING LOT 1, BLOCK 1, D.E.C. SUBDIVISION AS RECORDED IN PLAT BOOK C-3 AT PAGE 72, RECORDS OF EL PASO COUNTY, COLORADO AND A PORTION OF SECTION 13, TOWNSHIP 13 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND A PORTION OF SECTION 18, TOWNSHIP 13 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASES OF BEARINGS:** THE WEST LINE OF SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 13 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO BEARS N60°40'00"W AND IS 2" ALUMINUM CAP STAMPED LINE PLS 22582 AND ALL THE EASTWEST CORNERS OF SAID SECTION 13 BY A 3-1/4" ALUMINUM SURVEYORS CAP STAMPED #2 END LID, FILE 10377 IS ASSUMED TO BEAR S00°57'30"E, A DISTANCE OF 2827.16 FEET.

**CORNERING:** AT THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 13 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID POINT BEING THE NORTHWEST CORNER OF PRECINCT NO. 8 AS RECORDED IN PLAT BOOK T-3 AT PAGE 84, RECORDS OF EL PASO COUNTY, COLORADO.

**THENCE** N00°57'30"E, ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 2127.18 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, D.E.C. SUBDIVISION AS RECORDED IN BOOK C-3 AT PAGE 72 SAID POINT BEING THE POINT OF BEGINNING;

**THENCE** CONTAINING N00°57'30"E, ON THE WESTERN BOUNDARY OF SAID D.E.C. SUBDIVISION AND SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 13, A DISTANCE OF 602.01 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 13.

**THENCE** S00°00'00"E, ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 AND THE EASTERN BOUNDARY OF LOT 1, BLOCK 1, MIDDLE SCHOOL NO. 2 RECORDED IN PLAT BOOK C-43 AT PAGE 161, A DISTANCE OF 1811.8 FEET TO THE SOUTHWEST CORNER OF CROWN HILL AT RECORDED UNDER RECEPTION NO. 204712286.

**THENCE** S89°25'00"E, ON THE SOUTHWEST BOUNDARY OF SAID CROWN HILL AT RECORDED AND THE WESTERN BOUNDARY OF VILLAGE CENTER AT RECORDED UNDER RECEPTION NO. 3 RECORDED IN PLAT BOOK M-3 AT PAGE 133, A DISTANCE OF 1020.44 FEET TO A POINT ON CURVE, SAID POINT BEING THE SOUTHWEST CORNER OF SAID VILLAGE CENTER AT RECORDED UNDER RECEPTION NO. 3.

**THENCE** ON THE SOUTHEASTERN BOUNDARY OF SAID VILLAGE CENTER AT RECORDED UNDER RECEPTION NO. 3 AND THE SOUTHWESTERN BOUNDARY OF LOT 3 AS PLATTED IN VILLAGE CENTER AT RECORDED UNDER RECEPTION NO. 3, THE FOLLOWING (5) TWO COURSES:

- ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S72°28'21"W, HAVING A DELTA OF 425°46", A RADIUS OF 332.72 FEET AND A DISTANCE OF 241.61 FEET TO A POINT OF TANGENCY;

- N07°52'27"E, A DISTANCE OF 175.13 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE WESTERN RIGHT OF WAY LINE OF ROODMAN BOULEVARD AS PLATTED IN TAMARON AT RECORDED UNDER RECEPTION NO. 3-3, AT PAGE 28.

**THENCE** ON SAID WESTERN RIGHT OF WAY LINE, ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N07°52'27"E, HAVING A DELTA OF 027°57", A RADIUS OF 415.00 FEET AND A DISTANCE OF 626.75 FEET TO A POINT ON CURVE, SAID POINT BEING THE NORTHWEST CORNER OF ROODMAN BOULEVARD AS RECORDED IN PLAT BOOK 2-3 AT PAGE 124.

**THENCE** ON THE WESTERN AND SOUTHWESTERN BOUNDARY OF SAID ROODMAN BOULEVARD, THE SOUTHWESTERN BOUNDARY SOUTHWEST CORNER AS RECORDED IN PLAT BOOK 2-3 AT PAGE 63 AND THE SOUTHWESTERN BOUNDARY OF ROODMAN APARTMENTS FILING NO. 1 AS RECORDED IN PLAT BOOK 2-3 AT PAGE 133, THE FOLLOWING (7) SEVEN COURSES:

- S32°52'37"E, A DISTANCE OF 173.60 FEET TO A POINT OF CURVE;
- ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 47°24", A RADIUS OF 282.72 FEET AND A DISTANCE OF 196.25 FEET TO A POINT ON CURVE;
- S72°28'21"E, A DISTANCE OF 320.34 FEET;
- S47°28'21"E, A DISTANCE OF 120.63 FEET;
- S84°47'07"E, A DISTANCE OF 783.60 FEET;
- S46°25'07"E, A DISTANCE OF 158.89 FEET;
- S87°25'07"E, A DISTANCE OF 798.32 FEET TO A POINT ON THE WESTERN RIGHT OF WAY LINE OF SAID ROODMAN BOULEVARD AS RECORDED IN BOOK 30-9 AT PAGE 12.

**THENCE** ON SAID WESTERN RIGHT OF WAY LINE, THE FOLLOWING (3) THREE COURSES:

- S34°52'27"E, A DISTANCE OF 202.7 FEET TO A POINT ON CURVE;
- ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N54°40'00"E, HAVING A DELTA OF 184°50", A DISTANCE OF 440.00 FEET AND A DISTANCE OF 208.78 FEET TO A POINT ON CURVE;

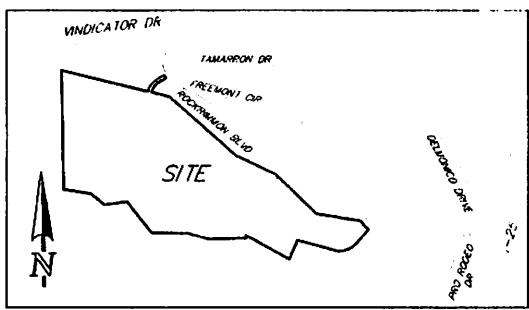
**THENCE** ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 07°02'51", A RADIUS OF 440.00 FEET AND A DISTANCE OF 618.1 FEET TO A POINT OF TANGENCY.

**THENCE** N74°47'07"E, A DISTANCE OF 678.48 FEET TO A POINT ON THE EASTERN BOUNDARY OF SAID LOT 1, BLOCK 1, D.E.C. SUBDIVISION.

**THENCE** ON THE EASTERN AND SOUTHERN BOUNDARY OF SAID LOT 1, BLOCK 1, D.E.C. SUBDIVISION, THE FOLLOWING (10) TEN COURSES:

- S23°03'25"E, A DISTANCE OF 338.28 FEET;
- N17°07'10"W, A DISTANCE OF 084.00 FEET;
- S28°00'00"E, A DISTANCE OF 16.00 FEET;
- S28°30'00"E, A DISTANCE OF 694.00 FEET;
- S02°30'00"E, A DISTANCE OF 374.28 FEET;
- N85°21'11"E, A DISTANCE OF 84.87 FEET;
- N02°27'12"E, A DISTANCE OF 700.00 FEET;
- S81°40'47"E, A DISTANCE OF 408.00 FEET;
- N00°00'00"E, A DISTANCE OF 31.25 FEET;
- N01°37'40"E, A DISTANCE OF 488.88 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 198.435 ACRES.



**VICINITY MAP**  
N.T.S.

**GENERAL NOTES:**

- THE DATE OF PREPARATION IS FEBRUARY 22, 2013.
- FLOODPLAIN STATEMENT:**  
THE SITE, D.E.C. SUBDIVISION PLAT NO. 2 IS NOT WITHIN A DESIGNATED FEMA FLOODPLAIN AS DETERMINED BY THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 004100027, EFFECTIVE MARCH 17, 1997.
- ALL EASEMENTS THAT ARE DESIGNATED HEREON FOR PUBLIC UTILITY PURPOSES, SHALL BE SUBJECT TO THOSE TERMS AND CONDITIONS AS SPECIFIED BY THE INSTRUMENT RECORDED AT RECEPTION NO. 2152048 OF THE RECORDS OF EL PASO COUNTY, COLORADO (EXCEPT DUAL EASEMENTS DEFINED BY CITY CODE). ALL OTHER EASEMENTS OR INTERESTS OF RECORD AFFECTING ANY OF THE PLATTED PROPERTY DESIGNATED HEREON SHALL NOT BE AFFECTED AND SHALL REMAIN IN FULL FORCE AND EFFECT.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND MONUMENT OR ACCESSORY, CONSTITUTE A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-6-608, C.R.S.
- THE ADDRESSES ( ) DESIGNATED ON THIS PLAT ARE FOR INFORMATIONAL PURPOSES ONLY. THEY ARE NOT THE LEGAL DESCRIPTION AND ARE SUBJECT TO CHANGE.
- THIS PLAT DOES NOT CONSTITUTE A TITLE SEARCH TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY AND TITLE OF RECORD, CLASSIC CONSULTING ENGINEERS AND SURVEYORS AND THE SURVEYOR OF RECORD REFER TO THE PROPERTY INFORMATION BRADER FILE NUMBER SC55034889 ISSUED BY LAND TITLE GUARANTEE COMPANY DATED JULY 23, 2011.

7. THE FOLLOWING PRIVATE DRAINAGE EASEMENTS ARE FOR THE BENEFIT OF THE LOTS LISTED BELOW AND SHALL BE CONVEYED CONCURRENTLY WITH THE TRANSFER OF THE LOT ALONG WITH THE MAINTENANCE RESPONSIBILITIES OF SAID EASEMENT.

DRAINAGE EASEMENT	ON LOT	BENEFIT LOT
A	1	2
B	2	1, 2
C	3	3
D	4	3
E	4	3
F	4	3

- THE TEN PRIVATE ACCESS EASEMENT IS FOR THE BENEFIT OF ALL LOTS WITHIN THE PLATTED AREA AND SHALL BE CONVEYED CONCURRENTLY WITH THE TRANSFER OF OWNERSHIP OF THE LOTS. MAINTENANCE RESPONSIBILITIES OF THE PRIVATE ACCESS EASEMENT WILL BE BETWEEN LOTS 1, 2 AND 3.
- A RECORDAL ACCESS/PARKING EASEMENT FOR LOTS 1 AND 2 SHALL BE CONVEYED CONCURRENTLY WITH THE TRANSFER OF THE OWNERSHIP OF THE LOTS.
- THE ACCESS EASEMENT ON LOT 1 LOCATED NEAR THE NORTHWEST CORNER OF LOT 3 IS FOR THE BENEFIT OF LOT 3 AND SHALL BE CONVEYED CONCURRENTLY WITH THE TRANSFER OF THE OWNERSHIP OF THE LOT.
- APPROVAL OF THIS REPLAT VACATES ALL PRIOR PLATS FOR THE AREA DESCRIBED BY THIS REPLAT.

**DEDICATION:**

THE UNDERSIGNED OWNER HAS CAUSED SAID TRACT OF LAND TO BE PLATTED INTO LOTS, A STREET, AND EASEMENTS, AS SHOWN ON THE PLAT. THE UNDERSIGNED DOES HEREBY GRANT AND CONVEY TO THE CITY OF COLORADO SPRINGS AND/OR ITS AGENTS, PROVIDED HOWEVER, THAT THE SOLE RIGHT AND AUTHORITY TO RELEASE OR OTHERWISE ALL OR ANY SUCH PUBLIC EASEMENTS SHALL REMAIN EXCLUSIVELY VESTED IN THE CITY OF COLORADO SPRINGS. THIS TRACT OF LAND AS PLATTED HEREON SHALL BE KNOWN AS "D.E.C. SUBDIVISION PLAT NO. 2", IN THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO. THE STREET IS HEREBY DEDICATED TO THE CITY OF COLORADO SPRINGS FOR PUBLIC USE.

**OWNERS:**

THE AFORESAID HENNETT-PACKARD COMPANY, A DELAWARE CORPORATION, HAS EXECUTED THIS INSTRUMENT THIS 22<sup>ND</sup> DAY OF FEBRUARY, 2013, A.D.

By: Matt Steed  
**SEAL & SIGNATURE OF:**  
 HENNETT-PACKARD COMPANY, A DELAWARE CORPORATION

STATE OF COLORADO )  
 COUNTY OF EL PASO )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 22<sup>ND</sup> DAY OF FEBRUARY, 2013, A.D. BY Matthew Steed AS OWNER OF SAID DE.C. SUBDIVISION PLAT NO. 2 OF HENNETT-PACKARD COMPANY, A DELAWARE CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: NOVEMBER 1, 2014  
 NOTARY PUBLIC  
 MARIANNE B. HARRIS, Notary Public

**EASEMENTS:**  
 AS SHOWN HEREON, WITH THE SOLE RESPONSIBILITY FOR SURFACE MAINTENANCE BEING VESTED WITH THE INDIVIDUAL PROPERTY OWNER.

**NOTICE IS HEREBY GIVEN:**  
 THAT THE AREA INCLUDED IN THE PLAT DESCRIBED HEREIN IS SUBJECT TO THE CODE OF THE CITY OF COLORADO SPRINGS, 2001, AS AMENDED.

NO BUILDING PERMITS SHALL BE ISSUED FOR BUILDING SITES WITHIN THIS PLAT UNLESS ALL REQUIRED FEES HAVE BEEN PAID AND ALL REQUIRED PUBLIC AND PRIVATE IMPROVEMENTS HAVE BEEN INSTALLED AS SPECIFIED BY THE CITY OF COLORADO SPRINGS OR ALTERNATIVELY UNLESS ACCEPTABLE ASSURANCES INCLUDING BUT NOT LIMITED TO LETTERS OF CREDIT, CASH, SURETY BOND, OR COLLATERALS THEREOF, GUARANTEEING THE COMPLETION OF ALL REQUIRED PUBLIC IMPROVEMENTS INCLUDING BUT NOT LIMITED TO, DRAINAGE, STREET AND CROWN CONTROL, HAVE BEEN PLACED ON FILE WITH THE CITY OF COLORADO SPRINGS.

**SURVEYOR'S STATEMENT:**

THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, HEREBY STATES AND DECLARES THAT THE ACCOMPANYING PLAT WAS SURVEYED AND DRAWN UNDER HIS RESPONSIBLE CHARGE AND ACCURATELY SHOWS THE DESCRIBED TRACT OF LAND AND SUBDIVISION THEREOF AND THAT THE MEASUREMENTS OF TITLE AS OF THE CONVEYANCE DATE, 1972, AS AMENDED, HAVE BEEN MET TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

Guillermo P. Hernandez DATE July 24, 2013  
 GUILLERMO P. HERNANDEZ, PROFESSIONAL LAND SURVEYOR  
 COLORADO P.L.S. NO. 10100  
 FOR AND ON BEHALF OF CLASSIC CONSULTING ENGINEERS AND SURVEYORS, LLC

**NOTICE:**  
 ACCORDING TO COLORADO LAW YOU MUST CONSIDER ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BE BASED UPON ANY DEFECT IN THIS SURVEY OR COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CONVEYANCE SHOWN HEREON.

**CITY APPROVAL:**  
 ON BEHALF OF THE CITY OF COLORADO SPRINGS, THE UNDERSIGNED HEREBY APPROVE FOR FILING THE ACCOMPANYING PLAT OF "D.E.C. SUBDIVISION PLAT NO. 2".

Steve Trook August 8, 2013  
 CITY PLANNING DIRECTOR  
 FOR THE: William Paul 8-8-13  
 CITY CLERK



CLERK AND RECORDER:  
 STATE OF COLORADO )  
 COUNTY OF EL PASO )

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE ON THIS 22<sup>ND</sup> DAY OF FEBRUARY, 2013, A.D., AND IS BEING RECORDED AT RECEPTION NO. 2152048 OF THE RECORDS OF EL PASO COUNTY, COLORADO.

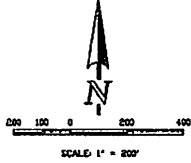
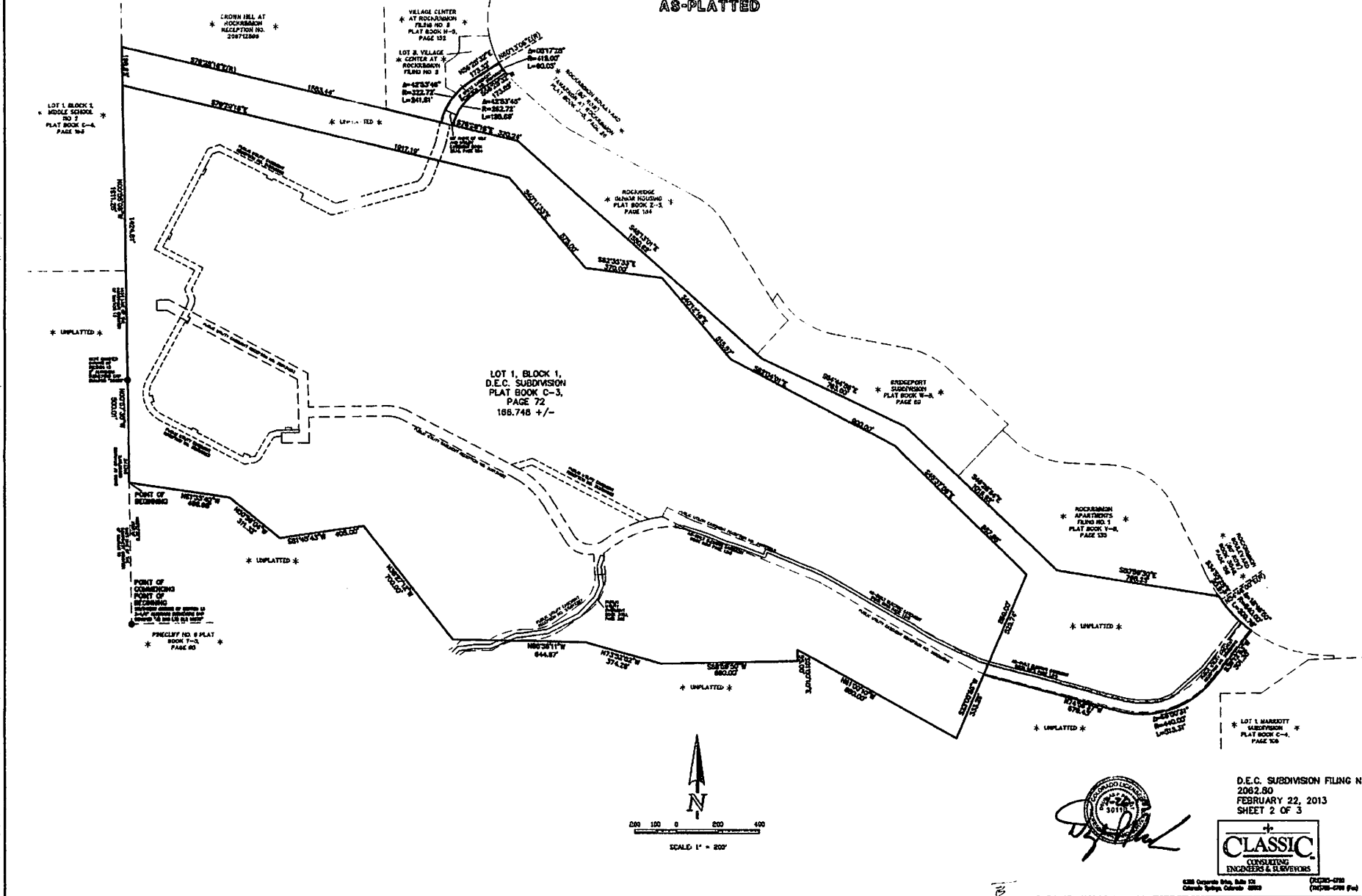
WAYNE B. WILLIAMS, RECORDER  
 BY: Emily A. Blalock  
 DEPUTY

SURCHARGE: \_\_\_\_\_  
 SCHOOL FEE: N/A COMMERCIAL  
 BRIDGE FEE: N/A  
 PARK FEE: N/A COMMERCIAL  
 DRAINAGE FEE: PAID

D.E.C. SUBDIVISION  
 FILING NO. 2  
 2062.80  
 FEBRUARY 22, 2013  
 SHEET 1 OF 3



# D.E.C. SUBDIVISION FILING NO. 2 AS-PLATTED



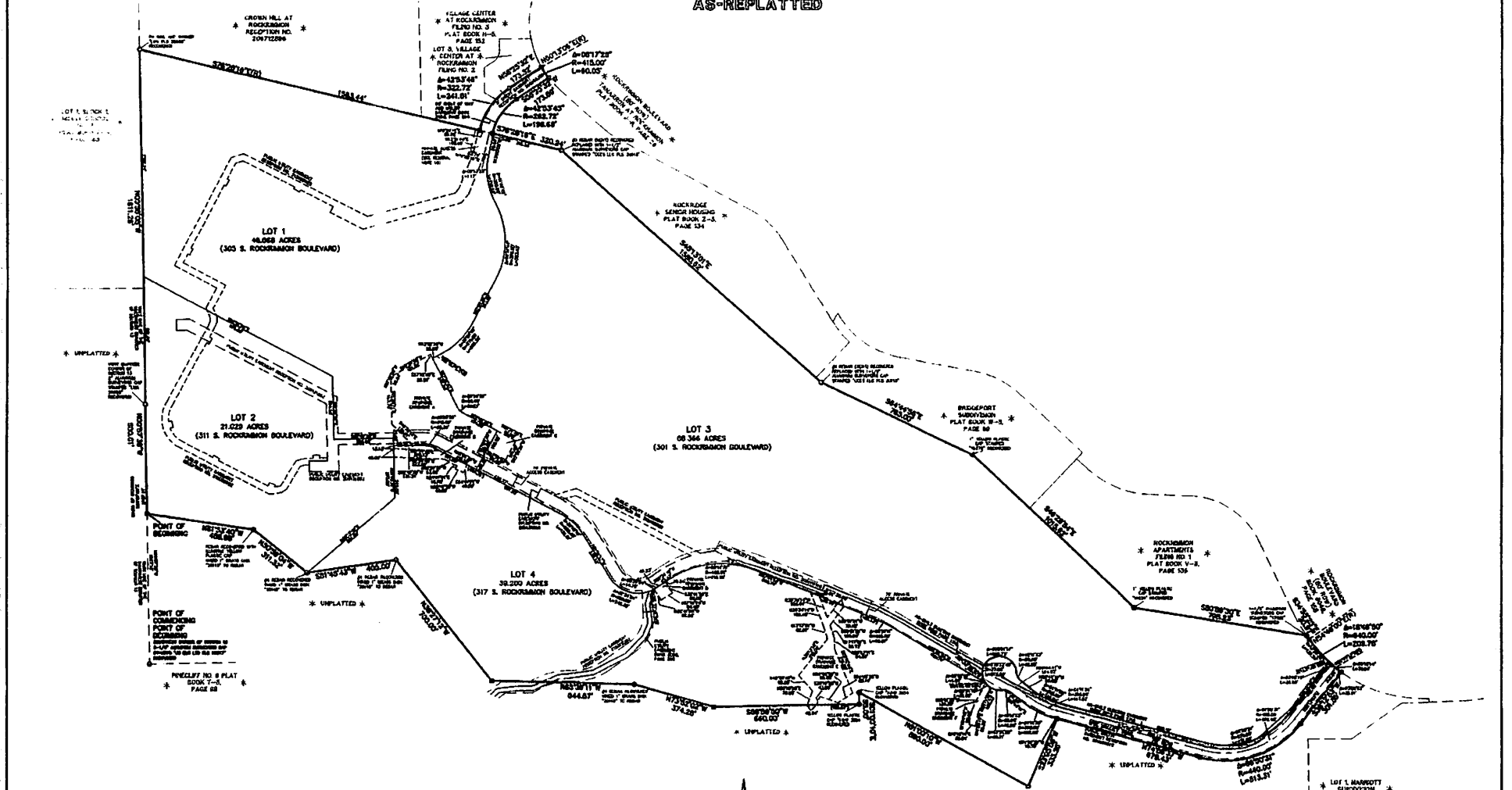
D.E.C. SUBDIVISION FILING NO. 2  
 2082.80  
 FEBRUARY 22, 2013  
 SHEET 2 OF 3

**CLASSIC**  
 CONSULTING  
 ENGINEERS & SURVEYORS

6380 Corporate Blvd, Suite 120  
 Colorado Springs, Colorado 80920  
 (719) 590-0700  
 (719) 590-0700 Fax

VST

# D.E.C. SUBDIVISION FILING NO. 2 AS-REPLATTED



OFFICE NO. 1  
MAY 15, 2013  
13A 100-1313  
13A 100-1313

\* UNPLATTED \*

\* UNPLATTED \*

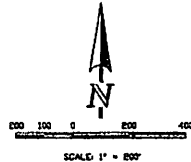
\* UNPLATTED \*

\* UNPLATTED \*

\* UNPLATTED \*

\* UNPLATTED \*

\* UNPLATTED \*



**LEGEND**  
 ○ MONUMENT AS NOTED  
 □ 1-1/2" ALUMINUM SURVEYORS CAP STAMPED "D.E.C. FILE 2013" SET  
 \* NOT PART OF THIS PLAT  
 (XXXX) STREET ADDRESS

\* UNPLATTED \*

D.E.C. SUBDIVISION FILING NO. 2  
 2002.80  
 FEBRUARY 22, 2013  
 SHEET 3 OF 3



6300 Corporate Oaks, Suite 200  
 Clarks Summit, PA 17015 (717) 263-0700  
 6700-0700 (717) 263-0700

JRD  
 \*