TOWN OF GREEN MOUNTAIN FALLS
10615 GREEN MOUNTAIN FALLS ROAD
GREEN MOUNTAIN FALLS, COLORADO 80819

To: Dana Ruiz, EPC Office of Planning and Community Development
El Paso County Board of County Commissioners
El Paso County Office of County Attorney

From: Julia Simmons, Town Planner
Angie Sprang, Town Manager

Date: December 10, 2020

Re: Red Devil Mountain Annexation

Please accept this submittal on behalf of Town Staff and the Board of Trustees. Per C.R.S. §§31-12-108 and 108.5 and El Paso County Land Development Code §10.1.1 et seq., staff requests Board of County Commissioners review and comment on the municipal annexation of 31.082 acres into Green Mountain Falls.

The draft preannexation agreement (Attachment 5) is currently being revised to satisfy recent public hearing discussions between the Board of Trustees and the Petitioners, Historic Green Mountain Falls Foundation and Green Mountain Road, LLC.

Town Staff is available to answer questions and provide any further information: planner@gmfco.us and manager@gmfco.us or 719.684.9414 ext. 2.

Attachments:
1) Annexation Petitions, Joyland and Red Devil Mountain Parcels
2) Resolutions 2020-15 and 2020-16, Accepting a Petition for Annexation
3) Copy of Pikes Peak Courier Published Notice of Annexation Public Hearing
4) Annexation Plat Map and Legal Description, Joyland and Red Devil Mountain Parcels
5) Draft Preannexation Agreement, Joyland and Red Devil Mountain Parcels
6) Annexation Impact Report

ATTACHMENT 1

PETITION FOR ANNEXATION

TO: THE BOARD OF TRUSTEES OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO

From: PROPERTY KNOWN AS: _____Joyland Church Parcel _____

_____

We, the undersigned petitioners, in compliance with the "Municipal Annexation Act of 1967" as set forth in Article 12, Title 31, Colorado Revised Statutes, as amended, hereby petition and request the Board of Trustees of the Town of Green Mountain Falls, Colorado, to approve the annexation to the Town of Green Mountain Falls the following described unincorporated territory located in the Counties of El Paso County, State of Colorado, to wit:

Land to be annexed is described as: Joyland Church Parcel as shown on the attached certified survey by Oliver Watts, Licensed Surveyor, dated July 15, 2019.

In support of their Petition, Petitioners state as follows:

1. It is desirable and necessary that the above-described territory be annexed to the Town of Green Mountain Falls, Colorado.
2. That the area sought to be annexed meets the requirements of C.R.S. §§ 31-12-104 and 105.
3. Not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the Town of Green Mountain Falls.
4. A community of interest exists between the Town and the territory proposed to be annexed to the Town of Green Mountain Falls.
5. The territory proposed to be annexed is urban or will be urbanized in the near future.
6. The territory proposed to be annexed is integrated or is capable of being integrated with the Town of Green Mountain Falls.
7. The undersigned are owners of 100% of the real property included in the territory to be annexed and hereby consent to the establishment of the boundaries of the territory as described above.
8. The territory proposed for annexation is not presently a part of any unincorporated city, city and county, or town, nor have annexation proceedings been commenced for the annexation of part or all such territory to another municipality.
9. Annexation of the above described territory will not result in the detachment of any territory from any school district.
10. The requirements of Sections 31-12-104 Eligibility for Annexation and 31-12-105 Limitations of the Colorado Revised Statutes, as amended, exist and have been satisfied.
11. That the Town of Green Mountain Falls shall not be required to assume any obligation respecting the construction of water mains, sewer lines, gas mains, electric service lines, streets

WHEREFORE, the undersigned petitioners request that the Board of Trustees of the Town of Green Mountain Falls (1) take the appropriate action to entertain this petition, fix a date for public hearing, cause notice to be published and posted which specifies the time and place of such hearing, and invite all persons interested to appear and voice approval or disapproval of the proposed annexation; and (2) following the hearing determine by ordinance that the annexation shall be made, annexing the above territory or area, and declaring a date whereon the annexation shall be effective; and that the territory or area so annexed shall become a part of the Town of Green Mountain Falls, Colorado, subject to its law and ordinances then and thereafter in force.

Signed this 31 day of July, 2020.

Christian Keesee

Christian Keesee, Sole Member

Green Mountain Road, LLC

1001 W> Wilshire Blvd, Fourth Floor

Oklahoma City, OK 73116

NOTARY PUBLIC SEAL
KATHY MCCORD
Notary Public
State of Oklahoma
Commission # 16007473 Expires 08/03/20

STATE OF OKLAHOMA Signed by Kathy McCord COUNTY OF Oklahoma
Printed Name Kathy McCord Subscribed and sworn before me this Mailing Address
1001 W. Wilshire Blvd. 31 day of July 2020
My commission expires: August 3 Date 2020

STATE OF COLORADO Signed by_____ COUNTY OF _____
Printed Name_____ Subscribed and sworn before me this
Mailing Address ___day of 20__ _____
My commission expires: _____Date_____

PETITION FOR ANNEXATION

TO: THE BOARD OF TRUSTEES OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO

From: PROPERTY KNOWN AS: _____Red Devil Mountain Parcel _____

_____

We, the undersigned petitioners, in compliance with the "Municipal Annexation Act of 1967" as set forth in Article 12, Title 31, Colorado Revised Statutes, as amended, hereby petition and request the Board of Trustees of the Town of Green Mountain Falls, Colorado, to approve the annexation to the Town of Green Mountain Falls the following described unincorporated territory located in the Counties of El Paso County, State of Colorado, to wit:

Land to be annexed is described as: Red Devil Mountain Parcel as shown on the attached certified survey by Oliver Watts, Licensed Surveyor, dated July 15, 2019.

In support of their Petition, Petitioners state as follows:

1. It is desirable and necessary that the above-described territory be annexed to the Town of Green Mountain Falls, Colorado.
2. That the area sought to be annexed meets the requirements of C.R.S. §§ 31-12-104 and 105.
3. Not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the Town of Green Mountain Falls.
4. A community of interest exists between the Town and the territory proposed to be annexed to the Town of Green Mountain Falls.
5. The territory proposed to be annexed is urban or will be urbanized in the near future.
6. The territory proposed to be annexed is integrated or is capable of being integrated with the Town of Green Mountain Falls.
7. The undersigned are owners of 100% of the real property included in the territory to be annexed and hereby consent to the establishment of the boundaries of the territory as described above.
8. The territory proposed for annexation is not presently a part of any unincorporated city, city and county. or town, nor have annexation proceedings been commenced for the annexation of part or all such territory to another municipality.
9. Annexation of the above described territory will not result in the detachment of any territory from any school district.
10. The requirements of Sections 31-12-104 Eligibility for Annexation and 31-12-105 Limitations of the Colorado Revised Statutes, as amended, exist and have been satisfied.
11. That the Town of Green Mountain Falls shall not be required to assume any obligation respecting the construction of water mains, sewer lines, gas mains, electric service lines, streets

WHEREFORE, the undersigned petitioners request that the Board of Trustees of the Town of Green Mountain Falls (1) take the appropriate action to entertain this petition, fix a date for public hearing, cause notice to be published and posted which specifies the time and place of such hearing, and invite all persons interested to appear and voice approval or disapproval of the proposed annexation; and (2) following the hearing determine by ordinance that the annexation shall be made, annexing the above territory or area, and declaring a date whereon the annexation shall be effective; and that the territory or area so annexed shall become a part of the Town of Green Mountain Falls, Colorado, subject to its law and ordinances then and thereafter in force.

Signed this 31 day of July, 2020.

_____

Elizabeth Eickman, Director

Historic Green Mountain Falls Foundation, LLC

1001 W> Wilshire Blvd, Fourth Floor

Oklahoma City, OK 73116

NOTARY SEAL PUBLIC
KATHY MCCORD
Notary Public
State of Oklahoma
Commission # 16007473 Expires 08/03/20

STATE OF OKLAHOMA Signed by Kathy McCord COUNTY OF Oklahoma
Printed Name Kathy McCord Subscribed and sworn before me this Mailing Address
1001 W. Wilshire Blvd. 31 day of July 2020
My commission expires: August 3 Date 2020

STATE OF COLORADO Signed by_____ COUNTY OF _____
Printed Name_____ Subscribed and sworn before me this
Mailing Address ___day of 20__ _____
My commission expires: _____Date_____

ATTACHMENT 2

RESOLUTION NO. 2020-15

TITLE: **A RESOLUTION OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO ACCEPTING A PETITION FOR ANNEXATION OF A PARCEL OF LAND LOCATED IN UNINCORPORATED EL PASO COUNTY KNOWN AS A PART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 8, TOWNSHIP 13 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, KNOWN AS THE JOYLAND CHURCH PARCEL, AND SETTING A PUBLIC HEARING ON THE ANNEXATION**

WHEREAS, Jesse Stroop, the authorized representative of Green Mountain Road, LLC, as owner of unincorporated territory comprising more than 50% of the area proposed for annexation pursuant to C.R.S. § 31-12-107, has filed a petition for annexation (the "Petition") of certain unincorporated land to the Town, which land is more particularly described in **Exhibit A** attached to the Petition;

WHEREAS, pursuant to C.R.S. § 31-12-108, the Town may accept the Petition, if complete, and establish a date, time and place that the Board of Trustees will hold a public hearing to consider the annexation and the applicable requirements of the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*; and

WHEREAS, the Board of Trustees, at its regular meeting on November 17, 2020, reviewed the Petition and various documents submitted in support of the Petition.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO, THAT:

Section 1. The Petition is hereby accepted and found to be in substantial compliance with the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*

Section 2. A public hearing is scheduled for Tuesday, January 5, at 7:00 p.m., at the Green Mountain Falls Town Hall, 10615 Green Mountain Falls Road, Green Mountain Falls, Colorado 80819, to determine if the proposed annexation complies with the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3. Any person living within the area proposed to be annexed, any landowner of lands thereof, any resident of the Town, any municipality located within one mile of the proposed annexation, or the Board of County Commissioners of El Paso County may appear at such hearing and present evidence upon any matter to be determined by the Board of Trustees.

INTRODUCED, READ and PASSED this 17th day of November, 2020.

PATRICIA A. SPRANG
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20164044714
My Commission Expires November 28, 2020

TOWN OF GREEN MOUNTAIN FALLS, COLORADO

Jane Newberry, Mayor

(SEAL)

ATTEST:

~~Town Clerk~~ Patricia A. Sprang, Town Mgr.

THE TOWN OF GREEN MOUNTAIN FALLS INCORPORATED SEAL 1890 COLORADO

RESOLUTION NO. 2020-16

TITLE: A RESOLUTION OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO ACCEPTING A PETITION FOR ANNEXATION OF A PARCEL OF LAND LOCATED IN UNINCORPORATED EL PASO COUNTY KNOWN AS A PART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 8, TOWNSHIP 13 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, KNOWN AS THE RED DEVIL MOUNTAIN PARCEL, AND SETTING A PUBLIC HEARING ON THE ANNEXATION

WHEREAS, Jesse Stroope, the authorized representative of Historic Green Mountain Falls Foundation, LLC, as owner of unincorporated territory comprising more than 50% of the area proposed for annexation pursuant to C.R.S. § 31-12-107, has filed a petition for annexation (the "Petition") of certain unincorporated land to the Town, which land is more particularly described in **Exhibit A** attached to the Petition;

WHEREAS, pursuant to C.R.S. § 31-12-108, the Town may accept the Petition, if complete, and establish a date, time and place that the Board of Trustees will hold a public hearing to consider the annexation and the applicable requirements of the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*; and

WHEREAS, the Board of Trustees, at its regular meeting on November 17, 2020, reviewed the Petition and various documents submitted in support of the Petition.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO, THAT:

Section 1. The Petition is hereby accepted and found to be in substantial compliance with the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*

Section 2. A public hearing is scheduled for Tuesday, January 5, at 7:00 p.m., at the Green Mountain Falls Town Hall, 10615 Green Mountain Falls Road, Green Mountain Falls, Colorado 80819, to determine if the proposed annexation complies with the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3. Any person living within the area proposed to be annexed, any landowner of lands thereof, any resident of the Town, any municipality located within one mile of the proposed annexation, or the Board of County Commissioners of El Paso County may appear at such hearing and present evidence upon any matter to be determined by the Board of Trustees.

INTRODUCED, READ and PASSED this 17th day of November, 2020.

PATRICIA A. SPRANG
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20164044714
My Commission Expires November 28, 2020

TOWN OF GREEN MOUNTAIN FALLS, COLORADO

Jane Newberry

Jane Newberry, Mayor

(SEAL)

ATTEST:

Patricia A. S

~~Town Clerk~~ Patricia A. Sprang, Town Mgr.

THE TOWN OF GREEN MOUNTAIN FALLS
INCORPORATED
SEAL
1890
COLORADO

ATTACHMENT 3

The Gazette
gazette.com

-Ad Proof-

This is the proof of your ad scheduled to run on the dates indicated below. Please proof read carefully if changes are needed, please contact us prior to deadline at Keys and National, (719) 476-1686 ext. or email at kelly.perkins@gazette.com.

Date: 11/24/20

Account #: 12057
Company Name: Town Of Green Mtn Falls

Contact:

Address: P.O. Box 524
Green Mountain Falls
80819

Telephone: (719) 684-9414
Fax: (719) 684-7850

Ad ID: 102995

Start: 12/02/20
Stop: 12/30/20

Total Cost: $263.80
# of Lines: 61
Columns Wide: 2
Total Depth: 5.208
# of Inserts: 10
Ad Class: 910
Phone # (719) 476-1686
Email: kelly.perkins@gazette.com

Run Dates:

Pikes Peak Courier	12/02/20
Pikes Peak Courier	12/09/20
Pikes Peak Courier	12/16/20
Pikes Peak Courier	12/23/20
Pikes Peak Courier	12/30/20
Gazette.com	12/02/20
Gazette.com	12/09/20
Gazette.com	12/16/20
Gazette.com	12/23/20
Gazette.com	12/30/20

NOTICE OF PUBLIC HEARING
BOARD OF TRUSTEES
TOWN OF GREEN MOUNTAIN FALLS
RESOLUTION 2020-15

Notice is hereby given that on January 5, 2021, at 7:00 P.M., or as soon as possible thereafter, in the Green Mountain Falls Town Hall, 10615 Green Mountain Falls Road, Green Mountain Falls, Colorado 80819, or at such place and time as the hearing may be continued, the Town Board of Trustees will hold a PUBLIC HEARING upon a Petition for Annexation of certain real property to the Town of Green Mountain Falls, Colorado, as hereinafter described, for the purpose of determining and finding whether the proposed annexation meets the applicable requirements of the Colorado Constitution Article II Section 30 and C.R.S. § 31-12-101, et. seq. The legal description of the property proposed for annexation is as follows:

Bearing are based on the record bearing of the West line of the East Half of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., N 01°05'40" E, Monumented as shown on the survey. That portion of the East Half of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., El Paso County, Colorado, described as follows: Beginning at the Northeast corner of The Green Mountain Falls Fire Station Subdivision, according to the Plat thereof recorded at Reception No. 217713991 of the records of said County; Thence S51°40'39"E along the South Line of U.S. Highway 24, 10.64'; Thence S40°57'20"E continuing along said South line, according to that deed recorded in Book 2468 at Page 82, 85.08'; Thence S01°05'40"W, 667.24'; Thence S89°32'00"W, 65.46'; Thence N01°05'40"E along the West line of said East Half of the Northeast Quarter of Section 8, 767.59' to the Point of Beginning, and containing 1.058 acres.

A copy of the Resolution No. 2020-15, A RESOLUTION OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO ACCEPTING A PETITION FOR ANNEXATION OF A PARCEL OF LAND LOCATED IN UNINCORPORATED EL PASO COUNTY KNOWN AS A PART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 8, TOWNSHIP 13 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, KNOWN AS THE JOYLAND CHURCH PARCEL, AND SETTING A PUBLIC HEARING ON THE ANNEXATION, as approved by the Town of Green Mountain Falls Board of Trustees, is included with this Notice. The Petition for Annexation is on file with the Town of Green Mountain Falls.

Any person may appear at the Public Hearing and present evidence upon any matter to be determined by the Board of Trustees.

Zoom link: https://us02web.zoom.us/j/83444698757
Meeting ID: 834 4469 8757
Call in Number: +1 (346) 248-7799

/s/ Angie Sprang
Town Manager

FOR QUESTIONS OR COMMENTS, CONTACT
TOWN OF GREEN MOUNTAIN FALLS
P.O. BOX 524
GREEN MOUNTAIN FALLS, COLORADO 80819
PHONE: (719) 684-9414

Published in the Pikes Peak Courier December 2, 9, 16, 23, 30, 2020

The Gazette
gazette.com

-Ad Proof-

This is the proof of your ad scheduled to run on the dates indicated below. Please proof read carefully if changes are needed, please contact us prior to deadline at Keys and National, (719) 476-1686 ext. or email at kelly.perkins@gazette.com.

Date: 11/24/20

Account #: 12057
Company Name: Town Of Green Mtn Falls

Contact:

Address: P.O. Box 524
Green Mountain Falls
80819

Telephone: (719) 684-9414
Fax: (719) 684-7850

Ad ID: 102994

Start: 12/02/20
Stop: 12/30/20

Total Cost: $259.65
# of Lines: 60
Columns Wide: 2
Total Depth: 5.125
# of Inserts: 10
Ad Class: 910
Phone # (719) 476-1686
Email: kelly.perkins@gazette.com

Run Dates:

Pikes Peak Courier	12/02/20
Pikes Peak Courier	12/09/20
Pikes Peak Courier	12/16/20
Pikes Peak Courier	12/23/20
Pikes Peak Courier	12/30/20
Gazette.com	12/02/20
Gazette.com	12/09/20
Gazette.com	12/16/20
Gazette.com	12/23/20
Gazette.com	12/30/20

NOTICE OF PUBLIC HEARING
BOARD OF TRUSTEES
TOWN OF GREEN MOUNTAIN FALLS
RESOLUTION 2020-16

Notice is hereby given that on January 5, 2021, at 7:00 P.M., or as soon as possible thereafter, in the Green Mountain Falls Town Hall, 10615 Green Mountain Falls Road, Green Mountain Falls, Colorado 80819, or at such place and time as the hearing may be continued, the Town Board of Trustees will hold a PUBLIC HEARING upon a Petition for Annexation of certain real property to the Town of Green Mountain Falls, Colorado, as hereinafter described, for the purpose of determining and finding whether the proposed annexation meets the applicable requirements of the Colorado Constitution Article II Section 30 and C.R.S. § 31-12-101, et. seq. The legal description of the property proposed for annexation is as follows:

That portion of the East Half of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., El Paso County, Colorado, lying South of U.S. Highway No. 24, as described in Book 2468 at Page 82 of the records of said County, except that parcel described in Book 1380 at Page 380, and except that portion described as follows: Beginning at the Northeast corner of The Green Mountain Falls Fire Station Subdivision, according to the Plat thereof recorded at Reception No. 217713991 of the records of said County; Thence S51°40'39"E along the South Line of U.S. Highway 24, 10.64'; Thence S40°57'20"E continuing along said South line, according to that deed recorded in Book 2468 at Page 82, 85.08'; Thence S01°05'40"W, 667.24'; Thence S89°32'00"W, 65.46'; Thence N01°05'40"E along the West line of said East Half of the Northeast Quarter of Section 8, 767.59' to the Point of Beginning, containing 30.724 acres.

A copy of the Resolution No. 2020-16, A RESOLUTION OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO ACCEPTING A PETITION FOR ANNEXATION OF A PARCEL OF LAND LOCATED IN UNINCORPORATED EL PASO COUNTY KNOWN AS A PART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 8, TOWNSHIP 13 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, KNOWN AS THE RED DEVIL MOUNTAIN PARCEL, AND SETTING A PUBLIC HEARING ON THE ANNEXATION, as approved by the Town of Green Mountain Falls Board of Trustees, is included with this Notice. The Petition for Annexation is on file with the Town of Green Mountain Falls.

Any person may appear at the Public Hearing and present evidence upon any matter to be determined by the Board of Trustees.

Zoom link: https://us02web.zoom.us/j/83444698757
Meeting ID: 834 4469 8757
Call in Number: +1 (346) 248-7799

Angie Sprang
Town Manager

FOR QUESTIONS OR COMMENTS, CONTACT
TOWN OF GREEN MOUNTAIN FALLS
P.O. BOX 524
GREEN MOUNTAIN FALLS, COLORADO 80819
PHONE: (719) 684-9414

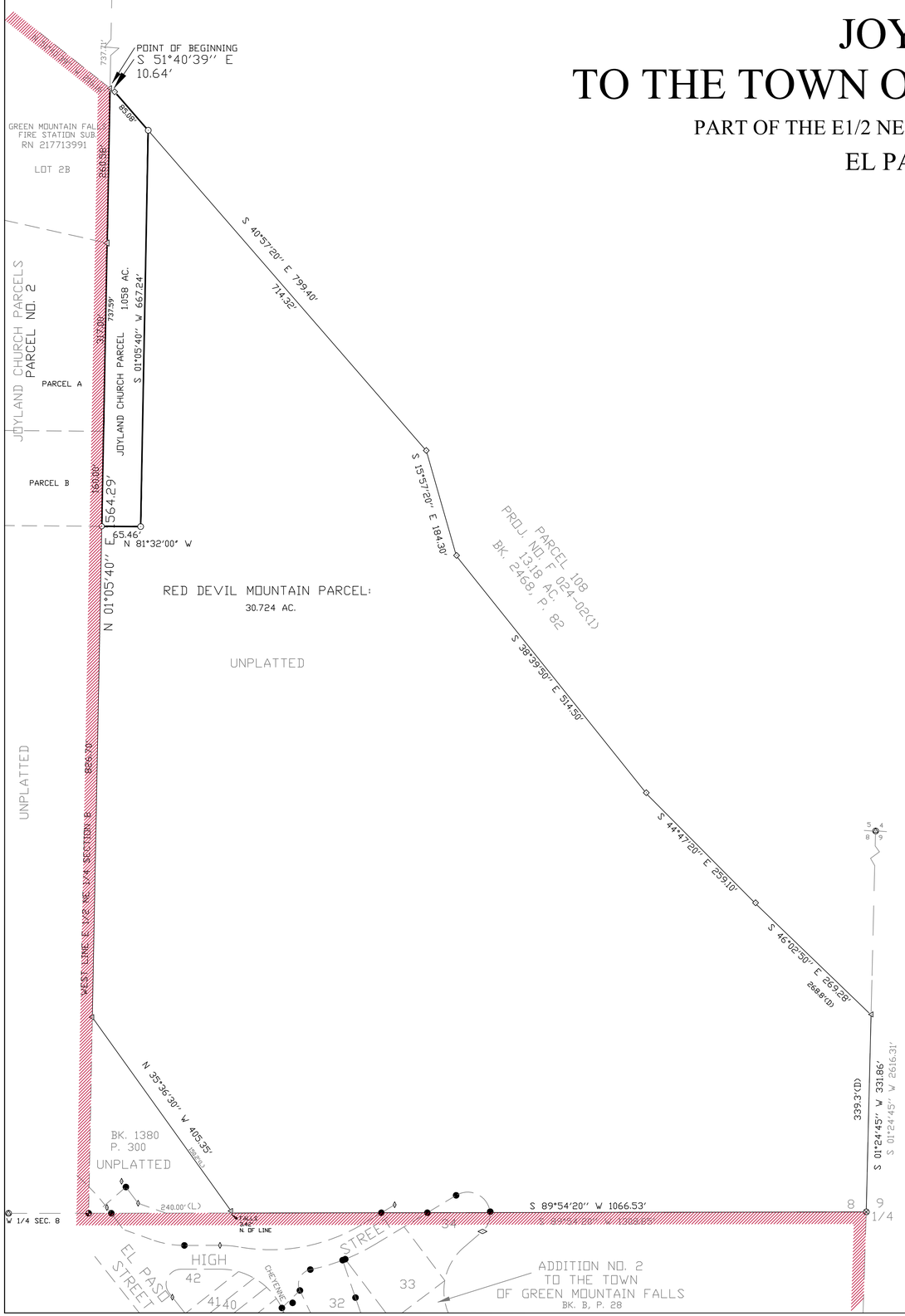
Published in the Pikes Peak Courier December 2, 9, 16, 23, 30, 2020

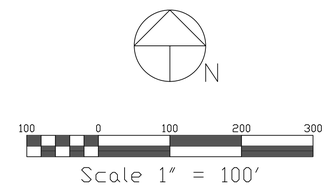
ATTACHMENT 4

ANNEXATION PLAT
JOYLAND PARCEL
TO THE TOWN OF GREEN MOUNTAIN FALLS

PART OF THE E1/2 NE 1/4 SECTION 8, T.13S., R .68W. OF THE 6TH P.M.

EL PASO COUNTY, COLORADO





LEGEND:

- ○ SET YELLOW #9853 CAP ON #4 REBAR
- ⊙ FOUND BLM BRASS CAP PER MON RECORD 1937
- ⊗ FOUND 2" AL. CAP, #26962, 2002
- ⊕ FOUND BENT 1" PIPE - NOT ACCEPTED
- ◇ FOUND CDOT 1-1/4" AL. CAP, ILLEGIBLE
- ◁ FOUND RED #26965 CAP ON #4 REBAR
- ● FOUND YELLOW #9853 CAP ON #4 REBAR
- ◊ FOUND #4 REBAR

Be it known by all:

That, Green Mountain Road, LLC, being the owner of the following described tract of land:

Bearing are based on the record bearing of the West line of the East Half of the Northeast Quarter of Section. 8, Township 13 South, Range 68 West of the 6th P.M., N 01°05'40" E, Monumented as shown on the survey.

That portion of the East Half of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., El Paso County, Colorado, described as follows: Beginning at the Northeast corner of The Green Mountain Falls Fire Station Subdivision, according to the Plat thereof recorded at Reception No. 217713991 of the records of said County; Thence S51°40'39"E along the South Line of U.S. Highway 24, 10.64'; Thence S40°57'20"E continuing along said South line, according to that deed recorded in Book 2468 at Page 82, 85.08'; Thence S01°05'40"W, 667.24'; Thence S89°32'00"W, 65.46'; Thence N01°05'40"E along the West line of said East Half of the Northeast Quarter of Section 8, 767.59' to the Point of Beginning, and containing 1.058 acres.

The undersigned further agrees to understand that the annexation of said described territory is subject to and will comply with all Ordinances and Resolutions of the Town of Green Mountain Falls regarding the extension and installation of utilities, the furnishing of water, subdivision regulations and drainage requirements.

In witness whereof:

The aforementioned Green Mountain Road, LLC has executed these presents this _____ day of _____, 20___, A.D.

_____
Christian Keesee, Sole Member
Green Mountain Road, LLC
1001 W. Wilshire Blvd, Fourth Floor
Oklahoma City, OK 73116

State of)
) SS
County of)

The foregoing instrument as acknowledged before me this _____ day of _____, 20___, A.D., By Christian Keesee

Witness my had and seal

_____
My commission expires:
Notary Public

Filing approvals:

The Annexation Plat of 'Joyland Parcel' to the Town of Green Mountain falls, El Paso County, Colorado, is hereby approved for filing:

_____
City Planning Director date

Know all men by these presents:

Pursuant to an Ordinance made and adopted by the Town of Green Mountain Falls, El Paso County, Colorado, on the _____ day of _____, 20___, A.D.

Attest: _____ by: _____
City Clerk Mayor

Notes:

1. The percentage of property contiguous to the town limits of Green Mountain Falls is 48.1 %.

2. As shown hereon, at least one-sixth (1/6th) of the boundary of the property is contiguous with the boundary of the Town limits of the Town of Green Mountain Falls.

3. Ownership information was provided by: Warranty Deed,
This Plat does not constitute a title search or opinion.

4. Note: according to Colorado law you must commence 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 based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Surveyor's certification:

The undersigned registered land surveyor in the state of Colorado hereby certifies that the accompanying plat was surveyed and drawn under his supervision and accurately shows the described tract of land, and subdivision thereof, and that the requirements of title 38 of the Colorado Revised Status, 1973, as amended, have been met to the best of his knowledge and belief.

_____ _____
OLIVER E. WATTS COLO. PE-LS 9853 date
For and on behalf of OLIVER E. WATTS, CONSULTING ENGINEER, INC.

State of Colorado)
) SS
County of El Paso)

I hereby certify that this instrument was filed for recorded in my office at _____ o'clock __.m., this _____ day of _____, 20___, and is duly recorded at Reception no._____ of the Records of El Paso County, Colorado.

Chuck Broerman
Clerk and Recorder

By: _____
Deputy

Fee: _____

PREPARED BY THE OFFICE OF:
OLIVER E. WATTS PE-LS
CONSULTING ENGINEER
614 ELKTON DRIVE
COLORADO SPRINGS, CO 80907
(719) 593-0173
olliewatts@aol.com
Celebrating over 40 years in business

OLIVER E. WATTS PE-LS
OLIVER E. WATTS, CONSULTING ENGINEER, INC.
CIVIL ENGINEERING AND SURVEYING
614 ELKTON DRIVE
COLORADO SPRINGS, COLORADO 80907
(719) 593-0173
FAX (719) 265-9660
CELL (719) 964-0733
olliewatts@aol.com
Celebrating over 40 years in business

LEGAL DESCRIPTION
DATE: January 23, 2020
JOB NO.: 18-5126
CLIENT: Green Mountain Road, LLC
PURPOSE: Joyland Parcel

Bearing are based on the record bearing of the West line of the East Half of the Northeast Quarter of Section. 8, Township 13 South, Range 68 West of the 6th P.M., N 01°05'40" E, Monumented as shown on the survey.

That portion of the East Half of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., El Paso County, Colorado, described as follows: Beginning at the Northeast corner of The Green Mountain Falls Fire Station Subdivision, according to the Plat thereof recorded at Reception No. 217713991 of the records of said County; Thence S51°40'39"E along the South Line of U.S. Highway 24, 10.64'; Thence S40°57'20"E continuing along said South line, according to that deed recorded in Book 2468 at Page 82, 85.08'; Thence S01°05'40"W, 667.24'; Thence S89°32'00"W, 65.46'; Thence N01°05'40"E along the West line of said East Half of the Northeast Quarter of Section 8, 767.59' to the Point of Beginning, and containing 1.058 acres.

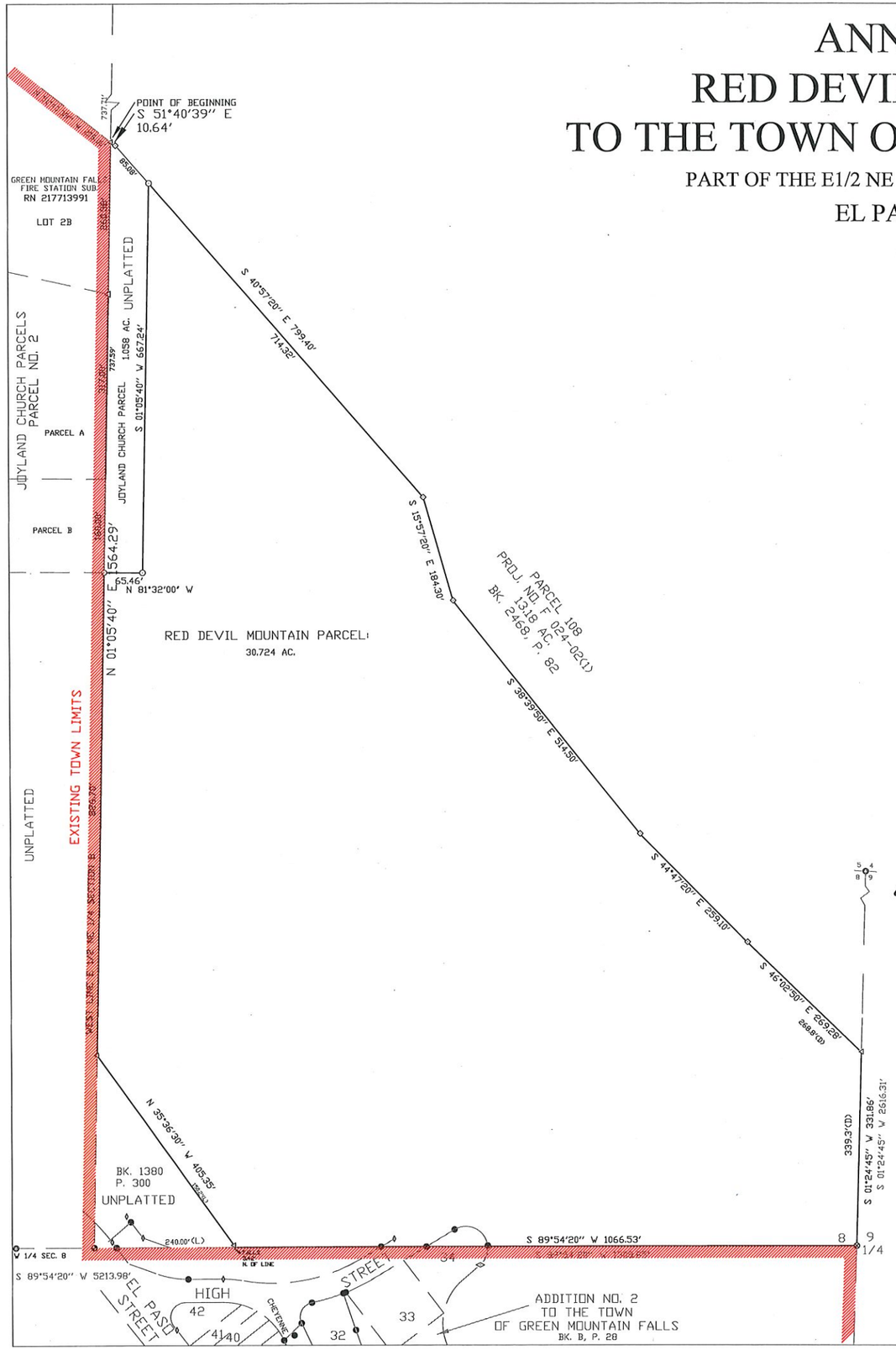
_____

Oliver E. Watts Colo. PE-LS no. 9853 Date
For and on behalf of Oliver E. Watts, Consulting Engineer, Inc.

ANNEXATION PLAT
RED DEVIL MOUNTAIN PARCEL
TO THE TOWN OF GREEN MOUNTAIN FALLS

PART OF THE E1/2 NE 1/4 SECTION 8, T.13S., R .68W. OF THE 6TH P.M.

EL PASO COUNTY, COLORADO



N

100 0 100 200 300

Scale 1" = 100'

LEGEND:

- SET YELLOW #9853 CAP ON #4 REBAR
- FOUND BLM BRASS CAP PER MON RECORD 1937
- FOUND 2" AL. CAP, #26962, 2002
- FOUND BENT 1" PIPE - NOT ACCEPTED
- FOUND CDOT 1-1/4" AL. CAP, ILLEGIBLE
- FOUND RED #26965 CAP ON #4 REBAR
- FOUND YELLOW #9853 CAP ON #4 REBAR
- FOUND #4 REBAR

Be it known by all:

That Historic Green Mountain Falls Foundation, LLC, being the owner of the following described tract of land:

That portion of the East Half of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., El Paso County, Colorado, lying South of U.S. Highway No. 24, as described in Book 2468 at Page 82 of the records of said County, except that parcel described in Book 1380 at Page 380, and except that portion described as follows: Beginning at the Northeast corner of The Green Mountain Falls Fire Station Subdivision, according to the Plat thereof recorded at Reception No. 217713991 of the records of said County; Thence S51°40'39"E along the South Line of U.S. Highway 24, 10.64'; Thence S40°57'20"E continuing along said South line, according to that deed recorded in Book 2468 at Page 82, 85.08'; Thence S01°05'40"W, 667.24'; Thence S89°32'00"W, 65.46'; Thence N01°05'40"E along the West line of said East Half of the Northeast Quarter of Section 8, 767.59' to the Point of Beginning, containing 30.724 acres.

The undersigned further agrees to understand that the annexation of said described territory is subject to and will comply with all Ordinances and Resolutions of the Town of Green Mountain Falls regarding the extension and installation of utilities, the furnishing of water, subdivision regulations and drainage requirements.

In witness whereof:

The aforementioned Historic Green Mountain Falls Foundation, LLC has executed these presents this 24 day of January, 2020 A.D.

_____
Elizabeth Eickman, Director
Historic Green Mountain Falls Foundation, LLC
1001 W. Wilshire Blvd, Fourth Floor
Oklahoma City, OK 73116

State of Oklahoma
) SS
County of Oklahoma

The foregoing instrument as acknowledged before me this 24th day of January, 2020 A.D., By Elizabeth Eickman

Witness my hand and seal

My commission expires: July 24, 2022
Notary Public

DENISE BERNARD
Notary Public - State of Oklahoma
Commission Number 18007320
My Commission Expires Jul 24, 2022

Filing approvals:

The Annexation Plat of 'Red Devil Mountain Parcel' to the Town of Green Mountain falls, El Paso County, Colorado, is hereby approved for filing:

_____
City Planning Director date

Know all men by these presents:

Pursuant to an Ordinance made and adopted by the Town of Green Mountain Falls, El Paso County, Colorado, on the _____ day of _____, 20____, A.D.

Attest: _____ by: _____
City Clerk Mayor

Notes:

1. The percentage of property contiguous to the town limits of Green Mountain Falls is 26.3 %.

2. As shown hereon, at least one-sixth (1/6th) of the boundary of the property is contiguous with the boundary of the Town limits of the Town of Green Mountain Falls.

3. Ownership information was provided by: Warranty Deed, This Plat does not constitute a title search or opinion.

4. Note: according to Colorado law you must commence 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 based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Surveyor's certification:

The undersigned registered land surveyor in the state of Colorado hereby certifies that the accompanying plat was surveyed and drawn under his supervision and accurately shows the described tract of land, and subdivision thereof, and that the requirements of title 38 of the Colorado Revised Status, 1973, as amended, have been met to the best of his knowledge and belief.

_____
OLIVER E. WATTS COLO. PE-LS 9853 date
For and on behalf of OLIVER E. WATTS, CONSULTING ENGINEER, INC.

State of Colorado)
) SS
County of El Paso)

I hereby certify that this instrument was filed for recorded in my office at _____ o'clock __.m., this _____ day of _____, 20___, and is duly recorded at Reception no._____ of the Records of El Paso County, Colorado.

Chuck Broerman
Clerk and Recorder

By: _____
Deputy

Fee: _____

PREPARED BY THE OFFICE OF:
OLIVER E. WATTS PE-LS
CONSULTING ENGINEER
614 ELKTON DRIVE
COLORADO SPRINGS, CO 80907
(719) 593-0173
oliwatts@aol.com
Celebrating over 40 years in business

1-24-2020

OLIVER E. WATTS PE-LS
OLIVER E. WATTS, CONSULTING ENGINEER, INC.
CIVIL ENGINEERING AND SURVEYING
614 ELKTON DRIVE
COLORADO SPRINGS, COLORADO 80907
(719) 593-0173
FAX (719) 265-9660
CELL (719) 964-0733
olliewatts@aol.com
Celebrating over 40 years in business

LEGAL DESCRIPTION
DATE: January 23, 2020
JOB NO.: 18-5126
CLIENT: Historic Green Mountain Falls Foundation
PURPOSE: Red Devil Mountain

That portion of the East Half of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., El Paso County, Colorado, lying South of U.S. Highway No. 24, as described in Book 2468 at Page 82 of the records of said County, except that parcel described in Book 1380 at Page 380, and except that portion described as follows: Beginning at the Northeast corner of The Green Mountain Falls Fire Station Subdivision, according to the Plat thereof recorded at Reception No. 217713991 of the records of said County; Thence S51°40'39"E along the South Line of U.S. Highway 24, 10.64'; Thence S40°57'20"E continuing along said South line, according to that deed recorded in Book 2468 at Page 82, 85.08'; Thence S01°05'40"W, 667.24'; Thence S89°32'00"W, 65.46'; Thence N01°05'40"E along the West line of said East Half of the Northeast Quarter of Section 8, 767.59' to the Point of Beginning, containing 30.724 acres.

Oliver E. Watts Colo. PE-LS no. 9853 Date
For and on behalf of Oliver E. Watts, Consulting Engineer, Inc.

ATTACHMENT 5

ANNEXATION AGREEMENT

Joyland Parcel

THIS ANNEXATION AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2020 (the "Effective Date") by and between the Town of Green Mountain Falls, a Colorado municipality with an address of 10615 Unit B, Green Mountain Falls Road, Green Mountain Falls, Colorado, 80819 (the "Town"), and _____ with an address of _____ ("Owner") (each a "Party" and collectively the "Parties").

WHEREAS, Owner is the owner of certain real property located in unincorporated El Paso County and more particularly described in **Exhibit A,** attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, Owner desires to have the Property annexed to the Town; and

WHEREAS, the Town wishes to annex the Property into the Town upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Parties hereby agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by Owner upon annexation and initial development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Green Mountain Falls Municipal Code, as amended, and other applicable law.

3. Water and Sewer Service. The Town does not currently provide water or wastewater services within the Town. If at the time of development the Property, the Town provides water or wastewater service capable of serving the Property, the Property shall connect to such service in accordance with the Town's regulations in effect at the time at the sole expense of Owner and the construction and extension of any such necessary lines and associated infrastructure shall be constructed in accordance with Town standards and specifications. Owner shall further be required to acquire at its own expense and dedicate to the Town, in a form acceptable to the Town in the Town's sole judgment, easements necessary to provide for the location of water and wastewater distribution, collection and transmission lines and related facilities serving the planned development on the Property.

4. Drainage. A Master Development Drainage Plan shall be prepared and submitted by Owner to the Town and approved by the Town Engineer prior to approval of any preliminary plat by the Board of Trustees. If determined by the Town Engineer to be necessary, such Plan shall include the construction of facilities for the safe discharge of all surface and subsurface water into

a drainage conveyance facility. Owner shall be solely responsible for the construction, designs, and costs of all drainage improvements included in the Master Development Drainage Plan.

5. Road Improvements. Owner shall be responsible for the cost of design and construction of all public or private access improvements, including without limitation the construction and design of new or improved trails, streets, roads, and driveways, to and from the Property as needed for any such road to comply with the Town's current standards and specifications. At the time any such new or improved public street, road, or driveway is requested by Owner or initiated by the Town to serve the Property, Owner shall reimburse the Town its proportional cost for the extension of such service and conferral of such benefit upon the Property within 90 days of written request from the Town made after the improvements are complete. The decision whether to extend or improve any such public access improvement shall be at the sole discretion of the Town.

6. Wildfire Mitigation. Owner shall cooperate and consult with the Green Mountain Falls Marshal to form a Wildfire Mitigation and Prevention Plan for the Property and shall promptly comply with such wildfire mitigation and prevention measures, which shall include the management of vegetation and wildfire fuels on the Property.

7. Zoning and Development.

a. Owner hereby consents to the zoning of the Property as Planned Unit development (PUD), as defined by § 16-311 of the Green Mountain Falls Municipal Code.

b. Owner may develop the Property in accordance with this Agreement, Town ordinances and regulations and other applicable law. Additionally, pursuant to the Town's Municipal Code, development may only occur in accordance with the PUD Development Plan submitted for the property with the zoning petition. Owner acknowledges that all amendments to the Development Plan subsequent to zoning approval shall require approval by the Board of Trustees after review by the Planning Commission.

c. Rezoning shall conform to the Master Plan and the Town's Master Plan in existence at the time of application for rezoning. Rezoning may occur prior to actual development on the site.

8. Vested Rights. Upon annexation, Owner waives any prior vested property rights that may have been acquired in El Paso County and acknowledges that this Agreement creates no new vested rights.

9. Remedies. Owner's remedies against the Town for the Town's breach of this Agreement are limited to breach of contract claims. The Town's remedies under this Agreement include without limitation the following:

a. The refusal to issue any building permit or certificate of occupancy.

b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party.

c. A demand that the security given for the completion of the public improvements be paid or honored.

d. Any other remedy available at law.

10. Authority of the Town. Nothing in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its inhabitants.

a. Owner acknowledges that the annexation and subsequent zoning of the Property are subject to the legislative discretion of the Board of Trustees of the Town of Green Mountain Falls. No assurances of annexation or zoning have been made or relied upon by Owner.

b. In the event that the Town of Green Mountain Falls Board of Trustees, in the exercise of its legislative discretion, does not take any action with respect to the Property required herein, then the sole and exclusive remedy for the breach hereof accompanied by the exercise of such discretion shall be the withdrawal of the petition for annexation by Owner, or disconnection from the Town in accordance with state law, as may be appropriate.

11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Owner, its successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of the Property, and shall constitute covenants running with the land. This Agreement shall be recorded with the County Clerk and Recorder of El Paso County, Colorado, at Owner's expense.

12. Indemnification. Owner agrees to indemnify and hold harmless the Town and the Town's officers, employees, agents, and contractors, from and against all liability, claims, and demands, including reasonable attorney's fees and court costs, which arise out of or are in any manner connected with the annexation of the Property, or with any other annexation or other action determined necessary or desirable by the Town in order to effectuate the annexation of the Property, or which are in any manner connected with the Town's enforcement of this Agreement. Owner further agrees to investigate, handle, respond to, and to provide defense for and defend against or at the Town's option to pay the reasonable attorney's fees for defense counsel of the Town's choice for any such liability, claims, or demands, which arise out of or are in any manner connected with the annexation of the Property.

13. Termination. If the zoning as set forth herein is not approved by the Town, or if the annexation of the Property is not completed, then this Agreement shall be null and void and of no force and effect whatsoever.

14. Miscellaneous.

a. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in El Paso County, Colorado.

b. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

c. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

d. Third Parties. There are no intended third-party beneficiaries to this Agreement.

e. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent prepaid, first-class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

f. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

g. Modification. This Agreement may only be modified upon written agreement of the Parties.

h. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

i. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

j. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.

TOWN OF GREEN MOUNTAIN FALLS, COLORADO

_____
Jane Newberry, Mayor

ATTEST:

_____
Laura Kotewa, Town Clerk

OWNER

_____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of _____, 2020, by _____.

My commission expires: _____

(SEAL)

_____
Notary Public

ANNEXATION AGREEMENT

Red Devil Mountain Parcel

THIS ANNEXATION AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2020 (the "Effective Date") by and between the Town of Green Mountain Falls, a Colorado municipality with an address of 10615 Unit B, Green Mountain Falls Road, Green Mountain Falls, Colorado, 80819 (the "Town"), and _____ with an address of _____ ("Owner") (each a "Party" and collectively the "Parties").

WHEREAS, Owner is the owner of certain real property located in unincorporated El Paso County and more particularly described in **Exhibit A,** attached hereto and incorporated herein by this reference (the "Property");

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WHEREAS, the Town wishes to annex the Property into the Town upon the terms and conditions set forth herein.

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b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party.

c. A demand that the security given for the completion of the public improvements be paid or honored.

d. Any other remedy available at law.

10. Authority of the Town. Nothing in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its inhabitants.

a. Owner acknowledges that the annexation and subsequent zoning of the Property are subject to the legislative discretion of the Board of Trustees of the Town of Green Mountain Falls. No assurances of annexation or zoning have been made or relied upon by Owner.

b. In the event that the Town of Green Mountain Falls Board of Trustees, in the exercise of its legislative discretion, does not take any action with respect to the Property required herein, then the sole and exclusive remedy for the breach hereof accompanied by the exercise of such discretion shall be the withdrawal of the petition for annexation by Owner, or disconnection from the Town in accordance with state law, as may be appropriate.

11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Owner, its successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of the Property, and shall constitute covenants running with the land. This Agreement shall be recorded with the County Clerk and Recorder of El Paso County, Colorado, at Owner's expense.

12. Indemnification. Owner agrees to indemnify and hold harmless the Town and the Town's officers, employees, agents, and contractors, from and against all liability, claims, and demands, including reasonable attorney's fees and court costs, which arise out of or are in any manner connected with the annexation of the Property, or with any other annexation or other action determined necessary or desirable by the Town in order to effectuate the annexation of the Property, or which are in any manner connected with the Town's enforcement of this Agreement. Owner further agrees to investigate, handle, respond to, and to provide defense for and defend against or at the Town's option to pay the reasonable attorney's fees for defense counsel of the Town's choice for any such liability, claims, or demands, which arise out of or are in any manner connected with the annexation of the Property.

13. Termination. If the zoning as set forth herein is not approved by the Town, or if the annexation of the Property is not completed, then this Agreement shall be null and void and of no force and effect whatsoever.

14. Miscellaneous.

a. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in El Paso County, Colorado.

b. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

c. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

d. Third Parties. There are no intended third-party beneficiaries to this Agreement.

e. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent prepaid, first-class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

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g. Modification. This Agreement may only be modified upon written agreement of the Parties.

h. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

i. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

j. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.

TOWN OF GREEN MOUNTAIN FALLS, COLORADO

_____
Jane Newberry, Mayor

ATTEST:

_____
Laura Kotewa, Town Clerk

OWNER

_____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of _____, 2020, by _____.

My commission expires: _____

(SEAL)

_____
Notary Public

ATTACHMENT 6

ENTECH
ENGINEERING, INC.
505 ELKTON DRIVE
COLORADO SPRINGS, CO 80907
PHONE (719) 531-5599
FAX (719) 531-5238

December 10, 2020

Jesse Stroope
1001 W Wilshire Blvd 4th Floor
Oklahoma City, OK 73116

Attn: Jesse Stroope

Re: Annexation Impact Report
Red Devil Mountain
Green Mountain Falls, Colorado

Ref: 2016 Colorado Revised Statutes Title 31 – Government – Municipal Annexation – Consolidation – Disconnection Article 12 – Annexation – Consolidation – Part 1 – Municipal Annexation Act of 1965 31-12-108.5

Dear Mr. Stroope:

As requested, personnel of Entech Engineering, Inc. prepared this annexation impact report for the above referenced site in conformance with CRS 31-12-108.5.

The annexation consists of two (2) parcels, the Red Devil Mountain (30.724 acres) parcel, and the Joyland (1.058) parcel. The parcels are to be annexed as open space. The proposed concept plan for the annexation is shown in Figure 1. The development will consist of a small restroom structure and sculpture location. Access to this site will be by trails developed and maintained by the Historic Green Mountain Falls Foundation. A copy of the preannexation agreement is attached in Appendix A.

The proposed annexation property presently contains no streets, major trunk water lines, sewer interceptors or outfalls, or utility lines and ditches. Proposed extensions lines of existing utilities (water and electric from adjacent properties within the existing municipality of Green Mountain Falls) are shown on the Utility Service Plan, Figure 3. The existing land use of the proposed annexation is agricultural grazing land. The proposed land use of the annexation will be public land for the Red Devil Mountain parcel and business for the Joyland parcel.

Municipal services (water and electric) will be provided by Colorado Springs Utilities for the proposed annexation. The extension of municipal services within the proposed annexation will be privately financed by the Historic Green Mountain Falls Foundation, LLC. No districts exist within the proposed annexation. The proposed annexation contains no residential or multifamily construction. There will be no impact upon the local public school district system (Manitou Springs School District 14).

In summary, the proposed annexation will have minimal impact on the Town of Green Mountain Falls. Visitation to the proposed sculpture location will be managed and maintained by the Historic Green Mountain Falls Foundation, LLC.

We trust this has provided you with the information you required. If you have any questions or need additional information, please do not hesitate to contact us.

Respectfully Submitted,

ENTECH ENGINEERING, INC.

COLORADO LICENSED
AUSTIN M NOSSOKOFF
53477
12-10-20
PROFESSIONAL ENGINEER

Austin M. Nossokoff, P.E.

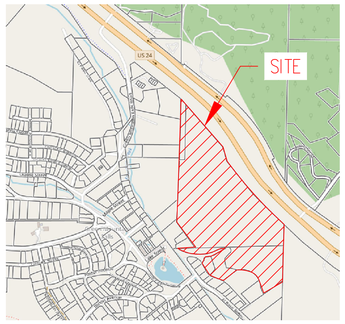
AMN/amn

Reviewed by:

Joseph C. Goode, Jr., P.E.
President

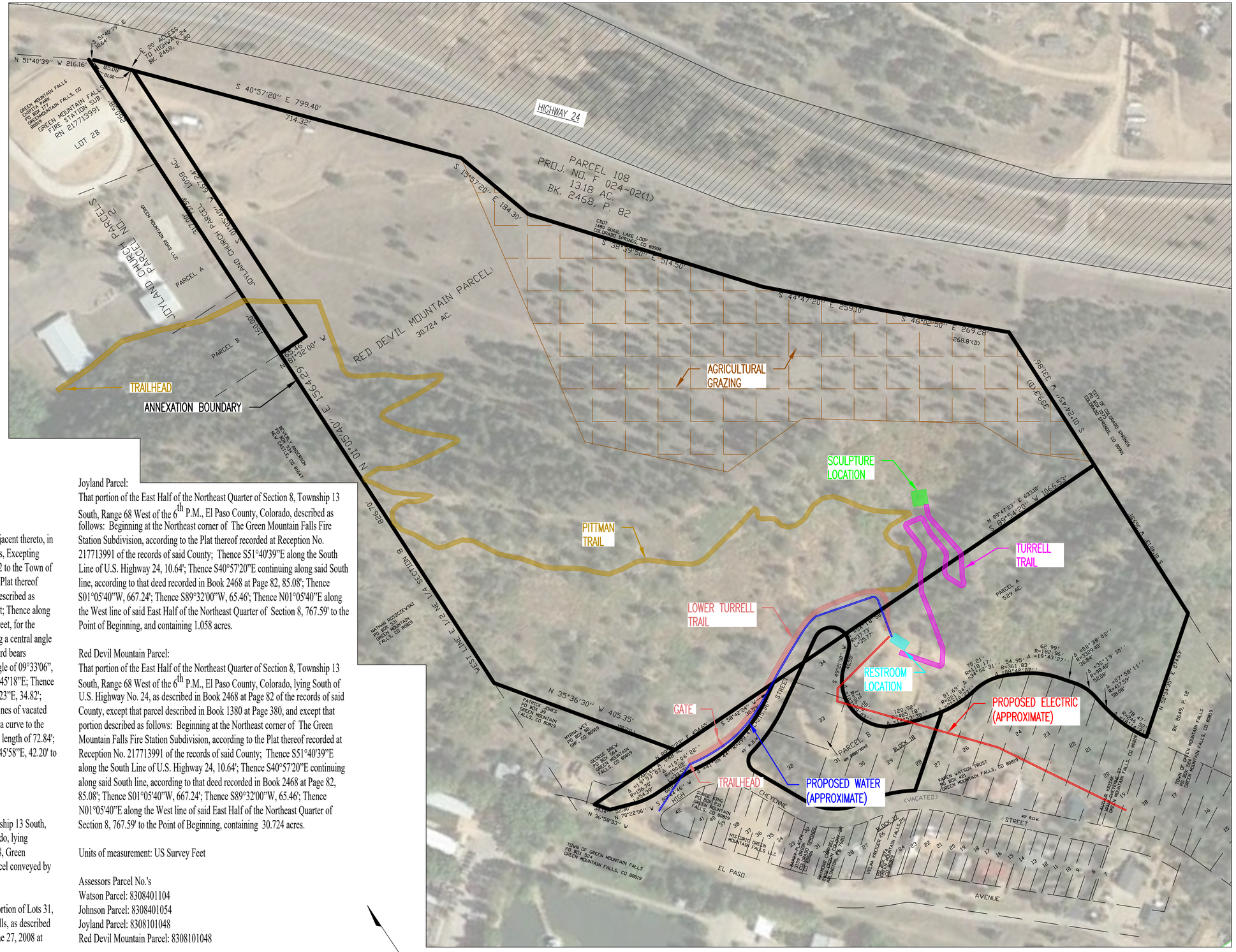
Entech Job No. 201280
F:\AA projects\2020\201280-Jesse Stroope-Green Box Arts 2021-740-RW\201280-Annexation Impact 12-10-20.doc

FIGURE 1: Annexation Concept Plan



VICINITY MAP

N.T.S.



CONCEPT PLAN

1" = 100'

Owners

Historic Green Mountain Falls Foundation, LLC
1001 W. Wilshire Blvd, Fourth Floor
Oklahoma City, OK 73116

Christian Keesee, Sole Member
Green Mountain Road, LLC
1001 W. Wilshire Blvd, Fourth Floor
Oklahoma City, OK 73116

Legal Descriptions

Watson Parcel:
Lots 28, 29, 30, 31, 32, 33 and 34, and vacated Cheyenne Street adjacent thereto, in Block 18, Addition Number 2 to the Town of Green Mountain Falls, Excepting therefrom That portion of Lots 31 and 32, Block 18, Addition No. 2 to the Town of Green Mountain Falls, El Paso County, Colorado, according to the Plat thereof recorded in Plat Book B at Page 28 of the records of said county, described as follows: Beginning at the Westerly end of vacated Cheyenne Street; Thence along the Westerly line of said Lot 32, being the Easterly line of High Street, for the following two (2) courses; (1) Thence on a curve to the right having a central angle of 104°11'15", a radius of 25.00', a length of 45.46', and whose chord bears N26°26'13"E; (2) Thence on a curve to the left having a central angle of 09°33'06", a radius of 339.47', a length of 56.59', and whose chord bears N73°45'18"E; Thence S19°07'14"E, 66.65'; Thence S19°06'13"E, 64.98'; Thence S22°32'23"E, 34.82'; Thence S39°24'08"W, 104.03'; Thence along the South and West lines of vacated Cheyenne Street for the following three (3) courses; (1) Thence on a curve to the right having a central angle of 25°02'45", a radius of 166.63', and a length of 72.84'; Thence N25°39'24"W tangent to said curve, 110.42'; Thence N45°45'58"E, 42.20' to the Point of Beginning, County of El Paso, State of Colorado
And containing 1.588 acres

Johnson Parcel A:
That unplatted portion of the Southeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., County of El Paso, State of Colorado, lying Northerly of Block 17 and Northerly and Northeasterly of Block 18, Green Mountain Falls Addition No. 2 and lying Northwesterly of that parcel conveyed by Deed recorded January 9, 1974 in Book 2649 at Page 12.
Johnson Parcel B:
A non-exclusive easement for ingress, egress and utilities over a portion of Lots 31, 32, 33 and 34 in Block 18 in Addition No. 2 to Green Mountain Falls, as described on Shared Driveway and Utility Easement Agreement recorded June 27, 2008 at Reception No. 208073542.
And containing 5.77 acres

Joyland Parcel:
That portion of the East Half of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., El Paso County, Colorado, described as follows: Beginning at the Northeast corner of The Green Mountain Falls Fire Station Subdivision, according to the Plat thereof recorded at Reception No. 217713991 of the records of said County; Thence S51°40'39"E along the South Line of U.S. Highway 24, 10.64'; Thence S40°57'20"E continuing along said South line, according to that deed recorded in Book 2468 at Page 82, 85.08'; Thence S01°05'40"W, 667.24'; Thence S89°32'00"W, 65.46'; Thence N01°05'40"E along the West line of said East Half of the Northeast Quarter of Section 8, 767.59' to the Point of Beginning, and containing 1.058 acres.

Red Devil Mountain Parcel:
That portion of the East Half of the Northeast Quarter of Section 8, Township 13 South, Range 68 West of the 6th P.M., El Paso County, Colorado, lying South of U.S. Highway No. 24, as described in Book 2468 at Page 82 of the records of said County, except that parcel described in Book 1380 at Page 380, and except that portion described as follows: Beginning at the Northeast corner of The Green Mountain Falls Fire Station Subdivision, according to the Plat thereof recorded at Reception No. 217713991 of the records of said County; Thence S51°40'39"E along the South Line of U.S. Highway 24, 10.64'; Thence S40°57'20"E continuing along said South line, according to that deed recorded in Book 2468 at Page 82, 85.08'; Thence S01°05'40"W, 667.24'; Thence S89°32'00"W, 65.46'; Thence N01°05'40"E along the West line of said East Half of the Northeast Quarter of Section 8, 767.59' to the Point of Beginning, containing 30.724 acres.

Units of measurement: US Survey Feet

Assessors Parcel No.'s
Watson Parcel: 8308401104
Johnson Parcel: 8308401054
Joyland Parcel: 8308101048
Red Devil Mountain Parcel: 8308101048

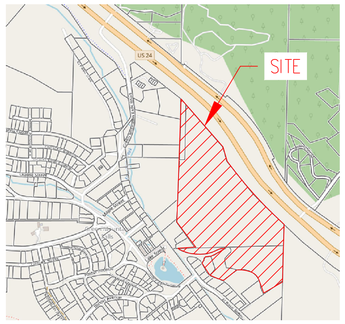
Proposed Zone: PUD
Red Devil Mountain - Public Land
Joyland Parcel - Business

REVISIONS	BY

ENTECH ENGINEERING, INC.
505 ELKTON DRIVE
COLORADO SPRINGS, CO. 80907 (719) 531-5599

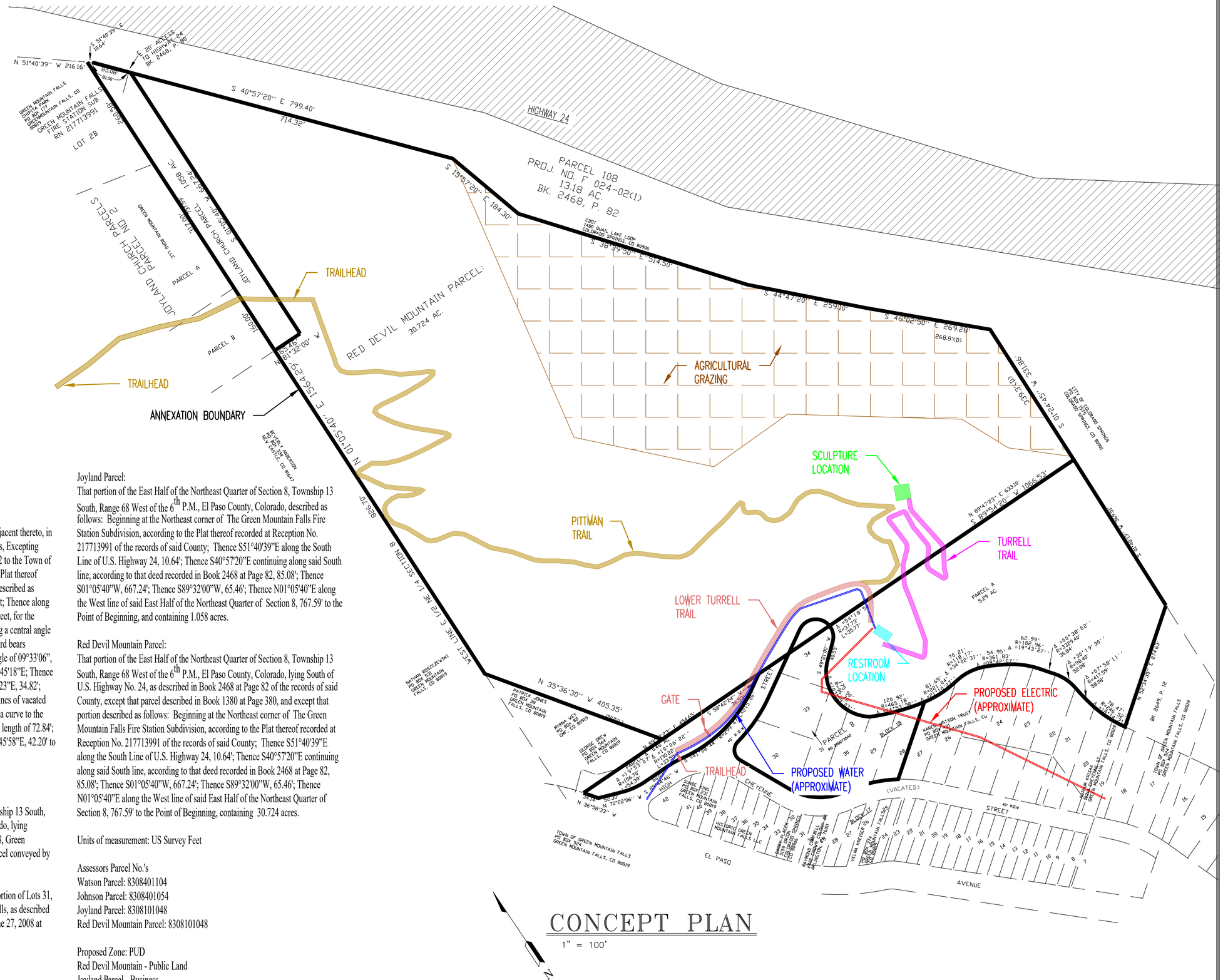
CONCEPT PLAN
RED DEVIL MOUNTAIN DEVELOPMENT
GREEN MOUNTAIN FALLS, CO
FOR: GREEN MOUNTAIN ROAD, LLC

DRAWN BY:	AMN
DESIGNED BY:	
CHECKED BY:	
DATE:	12/10/2020
SCALE:	AS SHOWN
JOB NO.:	201280
SHEET NO.:	1 OF 1 SHEETS



VICINITY MAP

N.T.S.



CONCEPT PLAN

1" = 100'

Owners
Historic Green Mountain Falls Foundation, LLC
1001 W. Wilshire Blvd, Fourth Floor
Oklahoma City, OK 73116

Christian Keesee, Sole Member
Green Mountain Road, LLC
1001 W. Wilshire Blvd, Fourth Floor
Oklahoma City, OK 73116

Legal Descriptions
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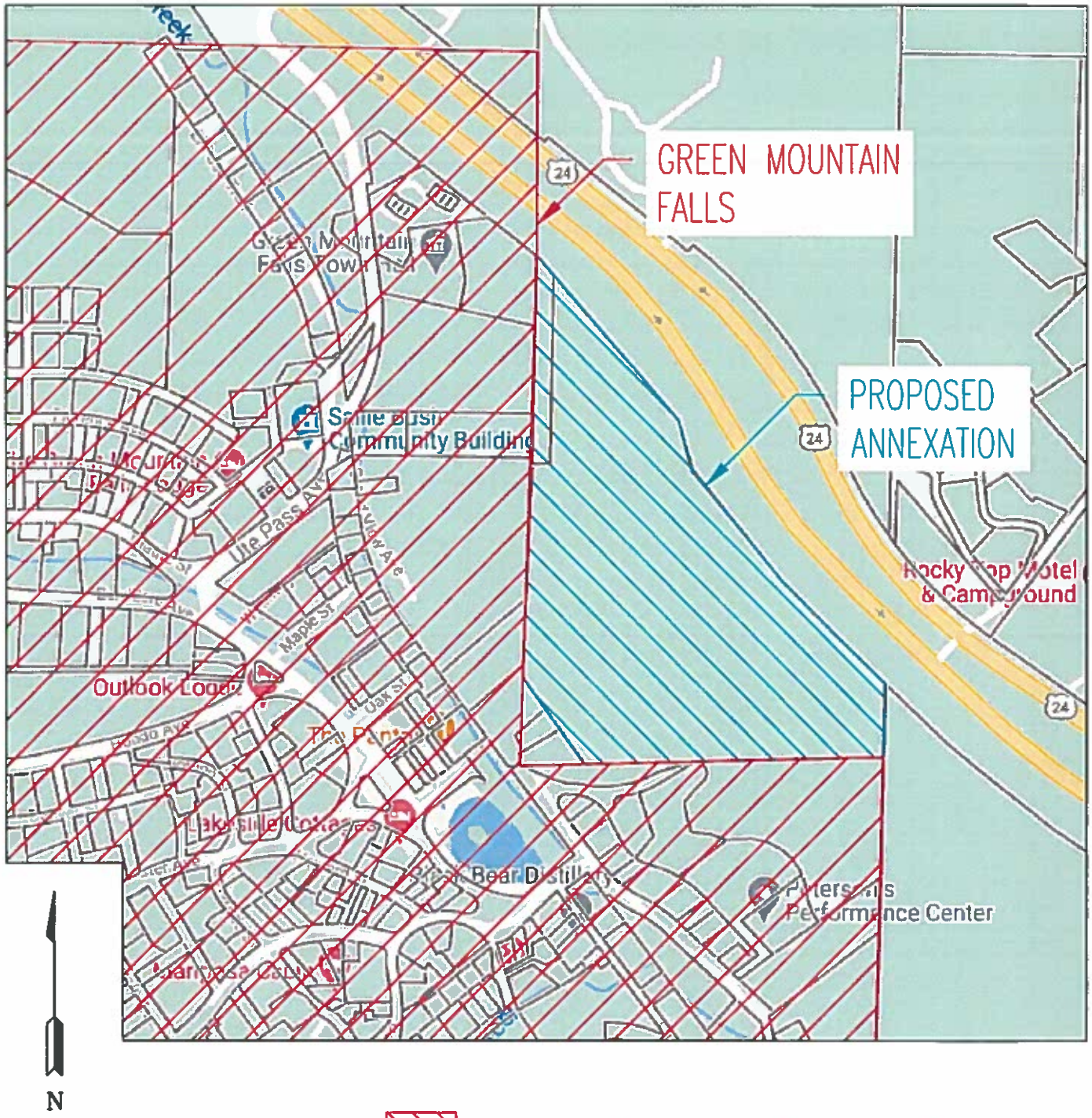
REVISIONS	BY

ENTECH ENGINEERING, INC.
505 ELKTON DRIVE
COLORADO SPRINGS, CO. 80907 (719) 531-5599

CONCEPT PLAN
RED DEVIL MOUNTAIN DEVELOPMENT
GREEN MOUNTAIN FALLS, CO
FOR: GREEN MOUNTAIN ROAD, LLC

DRAWN BY: AMN
DESIGNED BY:
CHECKED BY:
DATE: 10/30/2020
SCALE: AS SHOWN
JOB NO.: 201280
SHEET NO.: 1 OF 1 SHEETS

FIGURE 2: Annexation Boundary Map



EXISTING GREEN MOUNTAIN FALLS

PROPOSED ANNEXATION BOUNDARY

ENTECH ENGINEERING, INC.
505 ELKTON DRIVE
COLORADO SPRINGS, CO. 80907 (719) 531-5599

ANNEXATION BOUNDARY MAP
RED DEVIL MOUNTAIN
MANITOU SPRINGS, CO.
FOR: JESSE STROOPE

DRAWN:	DATE:	CHECKED:	DATE:
AMN	12/09/20		

JOB NO.: 201043

FIG NO.:

FIGURE 3: Utility Service Plan

N

50 0 50 100 150

Scale 1" = 50'

LEGEND:

- FOUND #9853 CAP ON PK NAIL IN RAILROAD TIE
- FOUND YELLOW #9853 CAP ON #4 REBAR
- SET 2" AL. CAP, #9853 1/16 CORNER
- FOUND #12043 1" AL. CAP, NOT ACCEPTED
- FOUND #26965 AL. CAP PER MON RECORD
- FOUND YELLOW #9853 CAP ON #4 REBAR
- FOUND #12043 CAP ON #4 REBAR
- FOUND #4 REBAR
- FOUND 1" IRON PIPE
- SCULPTURE SITE

LEGEND

- WATER LINE - EXIST
- WATER LINE - NEW
- FIRE HYDRANT - EXIST.
- FIRE HYDRANT - NEW
- REDUCER - EXIST
- REDUCER - NEW
- PLUG - NEW

VICINITY MAP
1"=1000'

Design engineers statement:
This plan was prepared under my direct supervision

Oliver E. Watts Colorado PE-LS # 9853 date
For and on behalf of Oliver E. Watts, Consulting Engineer, Inc.

The contractor is responsible to contact Utility Notification Center of Colorado 48 hours prior to the commencement of construction: (800) 922-1987 or 811. City Utilities: 448-4800.

The contractor is to notify the office of Oliver E. Watts, Consulting Engineer, Inc., if field conditions are found to differ from the design. Work is not to proceed until such time an acceptable solution is approved by the office of Oliver E. Watts, Consulting Engineer, Inc, the City of Colorado Springs and other affected parties.

COLORADO SPRINGS UTILITIES
COMMERCIAL UTILITY SERVICE PLAN DESIGN APPROVAL

APPROVED BY: _____ DATE: _____

PROJECT NUMBER: _____ WORK ORDER NUMBER: _____

SHEET ____ OF ____

APPROVAL EXPIRES ONE (1) YEAR FROM THE DATE ABOVE AND RESUBMITTAL OF THESE PLANS FOR REVIEW AND APPROVAL IS REQUIRED IF CONSTRUCTION DOES NOT BEGIN DURING THIS PERIOD.

FWS MAP NUMBER: TV-22
TAX SCHEDULE NO.: 83084 01 105
PRESSURE ZONE:
MAX STATIC PRESSURE: XX PSI
UTILITY DESIGN CAD FILE NO.: N/A
MAP FILE NO: N/A
DEVELOPMENT PLAN NO.: N/A
APPROVAL DATE:
PLAT REC. NO. BK. B, P. 28
PUBLIC UTILITY EASEMENT REC. NO: N/A
NOTICE OF PRIVATE WASTEWATER SYSTEM REC. NO.: N/A
NOTICE OF PRIVATE WATER SYSTEM REC. NO.: N/A

Prepared by the office of:
Oliver E. Watts, Consulting Engineer, Inc.
614 Elkton Drive
Colorado Springs, CO 80907
(719) 593-0173 office
(719) 265-9660 fax
olliewatts@aol.com
Celebrating over 41 years in business

DRAWN BY: O.E. WATTS	APPROVED BY:	REVISIONS	OLIVER E. WATTS CONSULTING ENGINEER COLORADO SPRINGS
DATE: 11-30-20	PROJ. NO.		
DWG. NO.: 20-5462-04	DWG.		
SURVEYED BY: DEV, EEV, DEV V. THRU 9-23-08			

PROJECT: LOT 33 ADD. NO. 2 TO GREEN MOUNTAIN FALLS EL PASO COUNTY, COLORADO

SHT. NAME: UTILITY SERVICE PLAN

SHT. NO. 2 OF 2