
NEW BUSINESS CALENDAR

CITY PLANNING COMMISSION AGENDA

ITEM NOS: 5.A-5.C

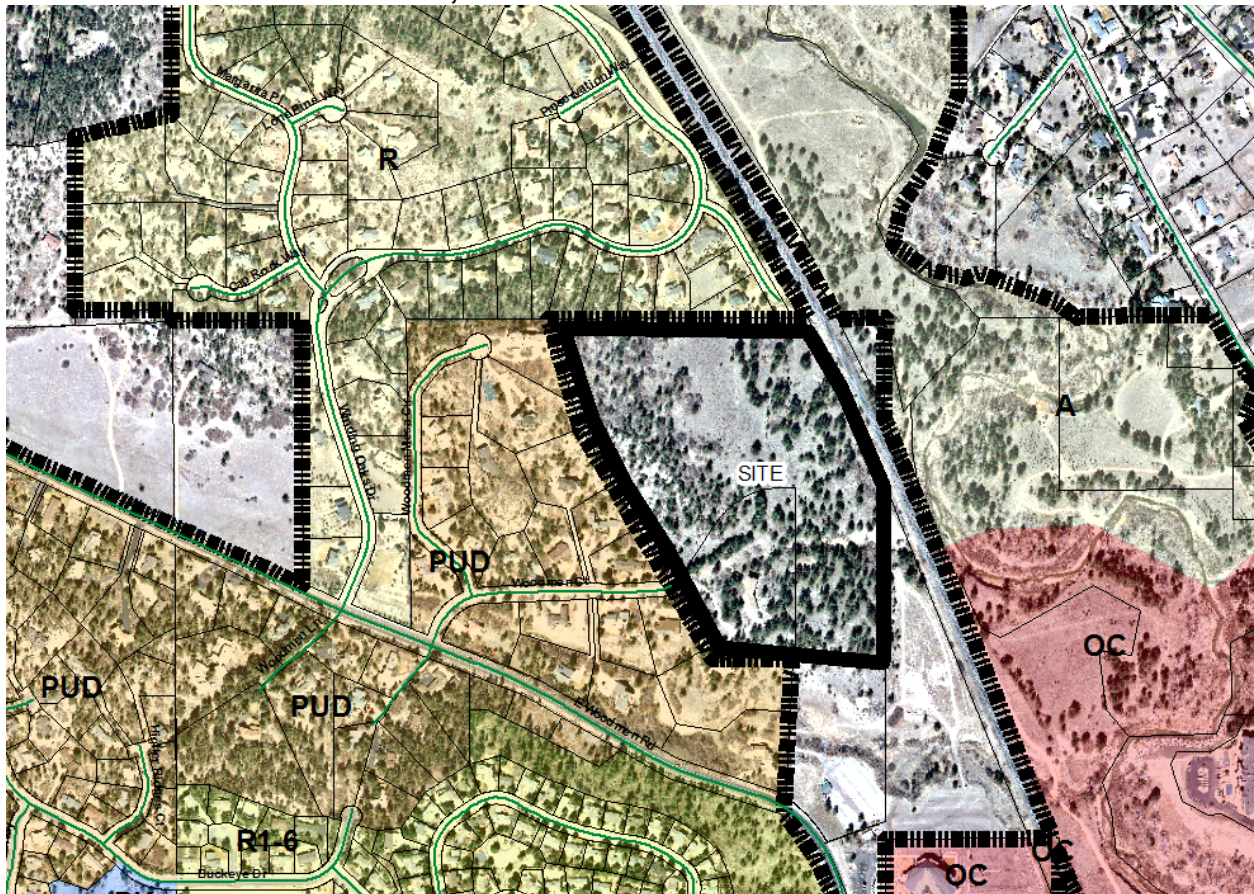
STAFF: MEGGAN HERINGTON

FILE NO(S):
CPC A 13-00112 – LEGISLATIVE
CPC PUZ 14-00063 – LEGISLATIVE
CPC PUP 14-00064 – QUASI-JUDICIAL

PROJECT: DUSTY HILLS ADDITION

APPLICANT: MVE, INC.

OWNER: DUSTY HILLS, INC.



PROJECT SUMMARY:

1. Project Description: This project includes concurrent applications for annexation, zoning and a concept plan for 27.74 acres located north of Woodmen Road, east and south of Woodmen Court and directly west of the railway line.

Zoning will establish a PUD/HS (Planned Unit Development with Hillside Overlay) zone for the property. The PUD will allow single family residential development with a maximum density of 0.83 dwelling units per acre and a 35-foot maximum building height.

The associated concept plan illustrates the layout of 23 single family residential lots ranging in size from 18,260 square feet to 5.23 acres. The 5.23-acre lot includes the existing home on the property that will remain. Significant open space tracts and public roads are also included. **(FIGURE 1)**

2. Applicant's Project Statement: **(FIGURE 2)**
3. Planning and Development Department's Recommendation: Staff recommends approval of the applications.

BACKGROUND:

1. Site Address: The existing home is addressed at 95 Woodmen Court; the surrounding vacant land is addressed as 0 Woodmen Court.
2. Existing Zoning/Land Use: The 22.25 acre parcel is vacant. The other parcel is 5.24 acres in size and includes a single-family residence.
3. Surrounding Zoning/Land Use:
North: R/Single-Family Lots
South: County/Vacant property owned by Woodmen Valley Chapel
East: A/Rail Corridor and Monument Creek
West: PUD/Single-Family Lots
4. Comprehensive Plan/Designated 2020 Land Use: There is no 2020 Land Use designation because it is not yet in the City.
5. Annexation: The property is not yet annexed.
6. Master Plan/Designated Master Plan Land Use: There is no existing or planned master plan for this property.
7. Subdivision: The property is not platted.
8. Zoning Enforcement Action: None
9. Physical Characteristics: A majority of the property is vacant. There is one home on a 5.24-acre parcel included in the request. The property has significant hillside characteristics including sloping topography and significant vegetation.

STAKEHOLDER PROCESS AND INVOLVEMENT:

The public process included posting the site and sending postcards to property owners within 500 feet and posting notice of two neighborhood meetings and the public hearing.

The applicant held two public meetings. The first was a pre-application neighborhood meeting on February 20, 2014. Staff notified 32 neighbors of the meeting and approximately 35 attended. Concerns from the neighbors included lot sizes, increased traffic, and building design.

When the applications were formally submitted to City Land Use Review on June 24th, staff realized that notices for the original neighborhood meeting had not been sent to all of the neighbors reflected on the 500 foot buffer map. Because of this, staff requested that the

applicant hold a second neighborhood meeting. That meeting was held on July 17th and was attended by approximately 20 neighboring residents. Concerns at this meeting echoed those heard previously including density, traffic, and the design of future homes and covenants. The applicant also met with the Woodmen Oaks Homeowners Association (HOA) as a third opportunity to introduce the project to the neighborhood.

The originally submitted design connected Woodmen Court through the property. Numerous emails were received from concerned neighbors based on the neighborhood impact of connecting these long time dead-end streets. Because of the initial neighbor concerns, the applicant redesigned the project to cul-de-sac Woodmen Court at the north end of the project. Initially, all review agencies, including City Fire, supported the cul-de-sac design. However, as of the preparation of this report, the City Fire Department conducted additional research on the area and made the determination on November 3, 2014 that Woodmen Court would be required to connect through this project for public safety purposes.

Neighborhood issues and the overall redesign of the project are addressed in the following sections of this report. Neighborhood comments are attached as **FIGURE 3**.

Staff also sent the plans to the standard internal and external review agencies for comments. Commenting agencies included Colorado Springs Utilities, City Engineering, City Traffic, City Fire, City Finance, Police and E-911, and the US Air Force Academy.

As stated above, City Fire has made the final determination that for purposes of emergency access and improved ingress/egress for the Woodmen Oaks neighborhood, Woodmen Court will be required to connect through the Dusty Hills project.

ANALYSIS OF REVIEW CRITERIA/MAJOR ISSUES/COMPREHENSIVE PLAN & MASTER PLAN CONFORMANCE:

1. Review Criteria / Design & Development Issues:

The request is to annex the property into the municipal limits of the City of Colorado Springs and develop 22 new home sites. The overall density of the project is 0.83 dwelling units per acre. The concept plan illustrates an extension of the western leg of Woodmen Court through the development to connect to the northern section of Woodmen Court. All roads are public. Open space tracts will be maintained by a future HOA.

The draft annexation agreement is attached as **FIGURE 4**. This agreement is fairly simple and is largely following the model annexation agreement utilized by the City. There are no off-site requirements for this project.

PUD/HS Zoning

The zoning request is to zone the property PUD/HS (Planned Unit Development with a Hillside Overlay). The PUD allows a single family residential density of 0.83 dwelling units per acre and a maximum building height of 35 feet. This PUD density is compatible with surrounding residential densities and is in conformance with the review criteria for zone changes found in City Code Section 7.5.603.B and the establishment and development of a PUD zone criteria found in City Code Section 7.3.603.

PUD Concept Plan

The concept plan includes 23 single family lots ranging in size from 18,260 square feet to 5.23 acres. The 5.23 acre lot includes the existing home on the property that will

remain. The plan contains 6.53 acres of preservation and open space to be owned and maintained by a future HOA. Woodmen Court will connect through the project. Any future construction will require the submittal of a Hillside Development Plan to be reviewed and approved administratively.

Traffic, Fire and Roadway Design

The plats and plans for the neighboring subdivisions, Woodmen Mesa and Woodmen Oaks, show Woodmen Court connecting through this property. The original concept plan submitted for this site did include the Woodmen Court connection. The supporting traffic study stated that the additional 22 lots would generate 209 additional average daily trips within the existing neighborhood. The traffic study also estimated an additional 300 background trips from the existing Woodmen Oaks neighborhood for a total of approximately 509 trips south on Woodmen Court through the Woodmen Mesa neighborhood. All intersections in the area function at acceptable levels.

A majority of the comments to staff from the Woodmen Mesa residents and several Woodmen Oaks residents were that they did not want Woodmen Court to connect because of traffic concerns. Because of this, Land Use Review staff worked closely with City Traffic, Fire, and Police to determine that a cul-de-sac design as presented in **FIGURE 5** of this report was an acceptable design. Fire originally supported the cul-de-sac with the condition that all homes have fire monitoring systems. City Police (E-911) worked with the applicant on additional road naming for the shorter, eastern cul-de-sac.

When staff began to prepare the staff materials and notify neighbors of the impending City Planning Commissions Hearing, several Woodmen Oaks neighbors expressed concerns with the cul-de-sac compromise and felt that since the roads were shown to connect on previous plans that a connection should be made. The connection is shown on the overall development plan for Woodmen Oaks and the homeowners had an expectation for a secondary access point. Several emails also stated that during the development of Woodmen Oaks in 1996, the home purchasers were promised a second connection in the future and that was through the Dusty Hills parcel.

Based on this additional information, Land Use Review staff did reach out to City Fire to verify their supportive comments of the cul-de sac and to verify any previous history and discussions with Woodmen Oaks. City Fire researched the area in greater detail. The Fire Marshall has now made the decision that Woodmen Court is required to connect with the development of Dusty Hills. Woodmen Court has been determined to be a needed secondary neighborhood connection thorough Woodmen Oaks and is required for public safety. The supported concept plan layout is proposed as **Figure 1**.

Compatibility

As stated previously, the Dusty Hills project lies between two separate subdivisions; Woodmen Mesa to the west and Woodmen Oaks to the north. Considerable comment has been received from these residents regarding compatibility, density and lot size.

Woodmen Oaks is zoned R (Residential Estate) with the Hillside Overlay. The R zone district allows a minimum lot size of 20,000 square feet. There are a number of open space tracts within the Woodmen Oaks neighborhood. The development plan average lot size is two-thirds of an acre (or 29,040 square feet). The smallest lots are approximately 23,000 square feet in size.

Woodmen Mesa was zoned PUD/HS (Planned Unit Development with Hillside Overlay) with annexation in 1978. The PUD ordinance allows a residential density of 1.42 dwelling units per acre. The average lot size is one acre.

The Dusty Hills PUD proposes a maximum density 0.83 dwelling units per acre. The minimum lot size is 18,260 square feet and there is only one interior lot at that minimum size. The average lot size is 36,590 square feet. That equates to 80% of the lots being larger than one-half acre.

By comparing the overall density of the three neighborhoods, the Dusty Hills proposal is within similar averages and densities as the two existing neighborhoods. Staff does find that the proposed density for the Dusty Hills development is compatible with the existing residential neighborhoods, and therefore, finds that the concept plan meets the PUD concept plan review criteria as set forth in City Code Section 7.3.605

2. Conformance with the City Comprehensive Plan:

Comprehensive Plan 2020 Land Use Map: Since the property is not located within the City, it is not indicated with a land use on the 2020 Land Use Map; however, the surrounding property to the north, east and west is designated as General Residential.

Policy CIS 202: Annexation will be a Benefit to the City of Colorado Springs
Evaluate proposed annexations to determine if the request is a benefit to the City.

Policy LU 201: Promote a Focused, Consolidated Land Use Pattern

Locate new growth and development in well-defined contiguous areas in order to avoid leapfrog, scattered land use patterns that cannot be adequately provided with City services.

Policy LUM 213: Potential Annexation Areas

Utilize the Potential Annexation Area designation for areas that are likely to be incorporated by the City.

Objective LU 5: Develop Cohesive Residential Areas

Neighborhoods are the fundamental building block for developing and redeveloping residential areas of the city. Likewise, residential areas provide a structure for bringing together individual neighborhoods to support and benefit from schools, community activity centers, commercial centers, community parks, recreation centers, employment centers, open space networks, and the city's transportation system. Residential areas also form the basis for broader residential land use designations on the citywide land use map. Those designations distinguish general types of residential areas by their average densities, environmental features, diversity of housing types, and mix of uses. Residential areas of the city should be developed, redeveloped and revitalized as cohesive sets of neighborhoods, sharing an interconnected network of streets, schools, parks, trails, open spaces, activity centers, and public facilities and services.

Policy LU 501: Plan Residential Areas to Integrate Neighborhoods into the Wider Subarea and Citywide Pattern

Plan, design, develop, and redevelop residential areas to integrate several neighborhoods into the citywide pattern of activity centers, street networks, environmental constraints, parks and open space, school locations and other public facilities and services.

Objective N 1: Focus On Neighborhoods

Create functional neighborhoods when planning and developing residential areas. Regard neighborhoods as the central organizing element for planning residential areas. Rely on neighborhood-based organizations as a means of involving residents and property owners in the decision-making process.

Objective CCA 6: Fit New Development into the Character of the Surrounding Area

Often the overall character of a new development is not realized until the project is completed. This can lead to unintended impacts and incompatible development. Applicants for new developments need to clearly identify how their projects will fit into the character of the surrounding area and the community as a whole with respect to height, scale, bulk, massing, roof forms, signage, overall site design, pedestrian and vehicular access, and relation to the public right-of-way.

Policy CCA 601: New Development Will Be Compatible with the Surrounding Area

New developments will be compatible with the surrounding land uses and will complement the character and appearance of adjacent land uses.

It is the finding of the Land Use Review Division that the Dusty Hills annexation, zoning and concept plan will substantially conform to the City Comprehensive Plan 2020 Land Use Map and the Plan's goals and objectives.

3. Conformance with the Area's Master Plan:
There is no master plan for this area.

STAFF RECOMMENDATION:

ITEM NO.: 5.A CPC A 13-00112 – ANNEXATION

Approve the Dusty Hills Annexation, based upon the findings that the annexation complies with all of the Conditions for Annexation Criteria as set forth in City Code Section 7.6.203 with the following condition of approval:

1. The final annexation agreement signed by the owners must be submitted to staff prior to scheduling the City Council Hearing.

ITEM NO.: 5.B CPC PUZ 14-00063 – ESTABLISHMENT OF THE PUD ZONE

Approve the establishment of the PUD/HS (Planned Unit Development: Detached Single-Family Residential, 0.83 Dwelling Units Per Acre, 35 Foot Maximum Building Height) zone district, based upon the findings that the zoning request complies with the three (3) criteria for granting of zone changes as set forth in City Code Section 7.5.603(B) and the criteria for the establishment and development of a PUD zone as set forth in City Code Section 7.3.603.

ITEM NO. : 5.C CPC PUP 14-00064 – DUSTY HILLS PUD CONCEPT PLAN

Approve the Dusty Hills PUD Concept Plan, as shown in Figure 1, based upon the findings that the PUD concept plan meets the review criteria for PUD concept plans as set forth in City Code Section 7.3.605 with the following condition:

1. Prior to the approval of a future Hillside Development Plan, the City-approved Engineering Geologic Hazards Study shall be reviewed and approved by the Colorado Geologic Survey (CGS). Any costs associated with that State review will be the responsibility of the developer/property owner.
2. Update the overall density as shown on page one to read 0.83 dwelling units per acre.
3. Update Note #3 to remove the statement that the future HOA will maintain the pedestrian connection at the northeast corner of the site.

DUSTY HILLS ANNEXATION PLAT

NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE 66 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO

ANNEXATION STATEMENT
 THE PETITIONERS HAVE CAUSED SAID REAL PROPERTY TO BE SURVEYED AND ANSWERED TO THE CITY OF COLORADO SPRINGS AS SHOWN ON THE ACCOMPANYING PLAT WHICH IS DRAWN TO A NEER SCALE AS PRECISED HEREON AND ACCORDANT WITH THE CITY OF COLORADO SPRINGS SUBDIVISION ACT AND THE CITY OF COLORADO SPRINGS SUBDIVISION REGULATIONS. SAID REAL PROPERTY IS LOCATED IN THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE 66 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO.

THE FOREGOING ANNEXATION STATEMENT WAS ACKNOWLEDGED BEFORE ME THE _____ DAY OF _____ 2014, BY WILLIAM H. WEST AS PRESIDENT AND ROBERT C. WEST AS SECRETARY OF DUSTY HILLS INCORPORATED, A COLORADO CORPORATION.

WITNESSES MY HAND AND OFFICIAL SEAL: _____ NOTARY PUBLIC
 AT COMMISSION EXPIRES: _____ DATE

THE ABOVE DESCRIBED ROBERT C. WEST AND LAY D. WEST, AS OWNERS IN JOINT TENANCY, HAVE DESCRIBED THE INSTRUMENT TO ME THE _____ DAY OF _____ 2014.

BY: ROBERT C. WEST, OWNER DATE: _____
 LAY D. WEST, OWNER DATE: _____

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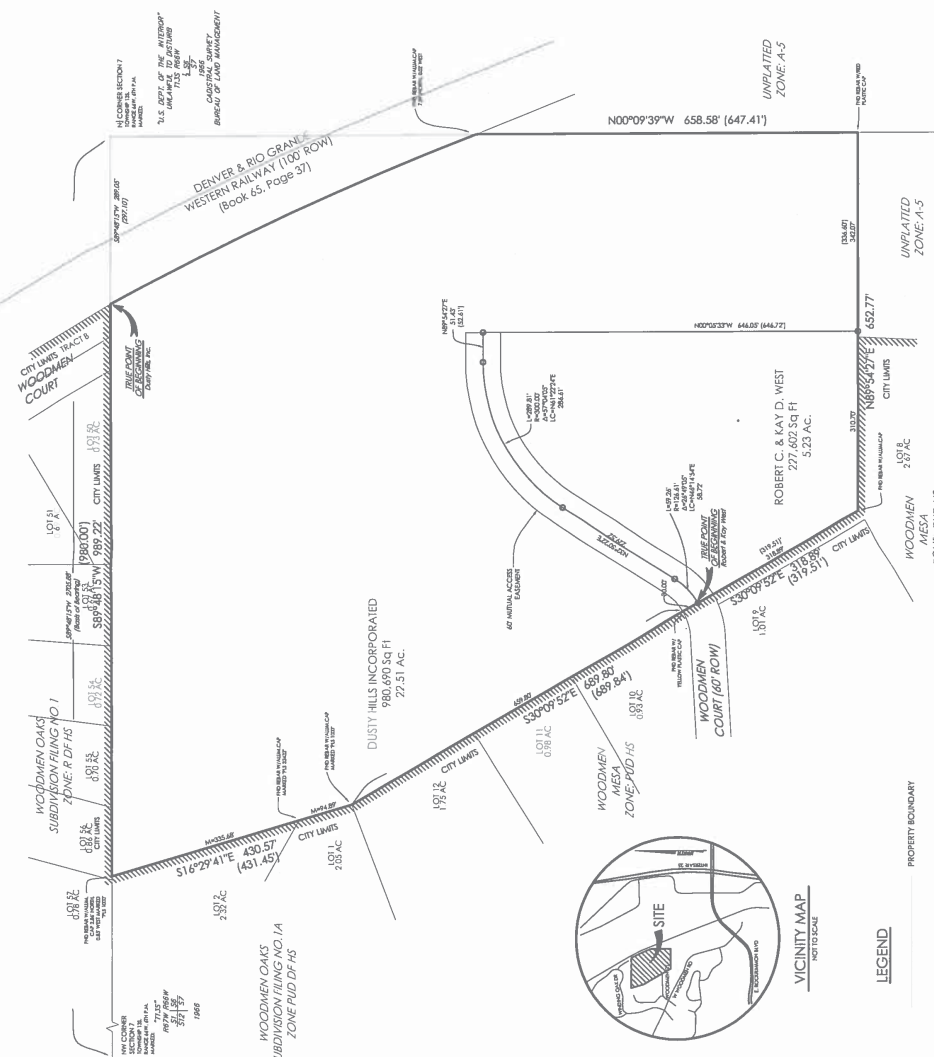
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MONUMENT VALLEY ENGINEERS, INC.
 1000 S. W. 10th St., Suite 100, Fort Collins, CO 80526
 PHONE: 970.221.1111 FAX: 970.221.1112
 WWW.MVENGINEERS.COM

DUSTY HILLS ANNEXATION PLAT
 SCALE: 1"=100'
 DRAWN BY: T.M.
 DATE: 10/20/14
 CHECKED BY: C.C.C.
 JOB NO.: 1378

SHEET 1 OF 1

KNOW ALL MEN BY THESE PRESENTS
 THAT THE FOREGOING ANNEXATION STATEMENT WAS ACKNOWLEDGED BEFORE ME THE _____ DAY OF _____ 2014, BY WILLIAM H. WEST AS PRESIDENT AND ROBERT C. WEST AS SECRETARY OF DUSTY HILLS INCORPORATED, A COLORADO CORPORATION.

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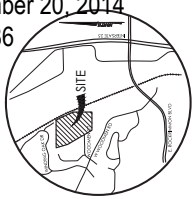
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FIGURE 1



VICINITY MAP
 BENCHMARK



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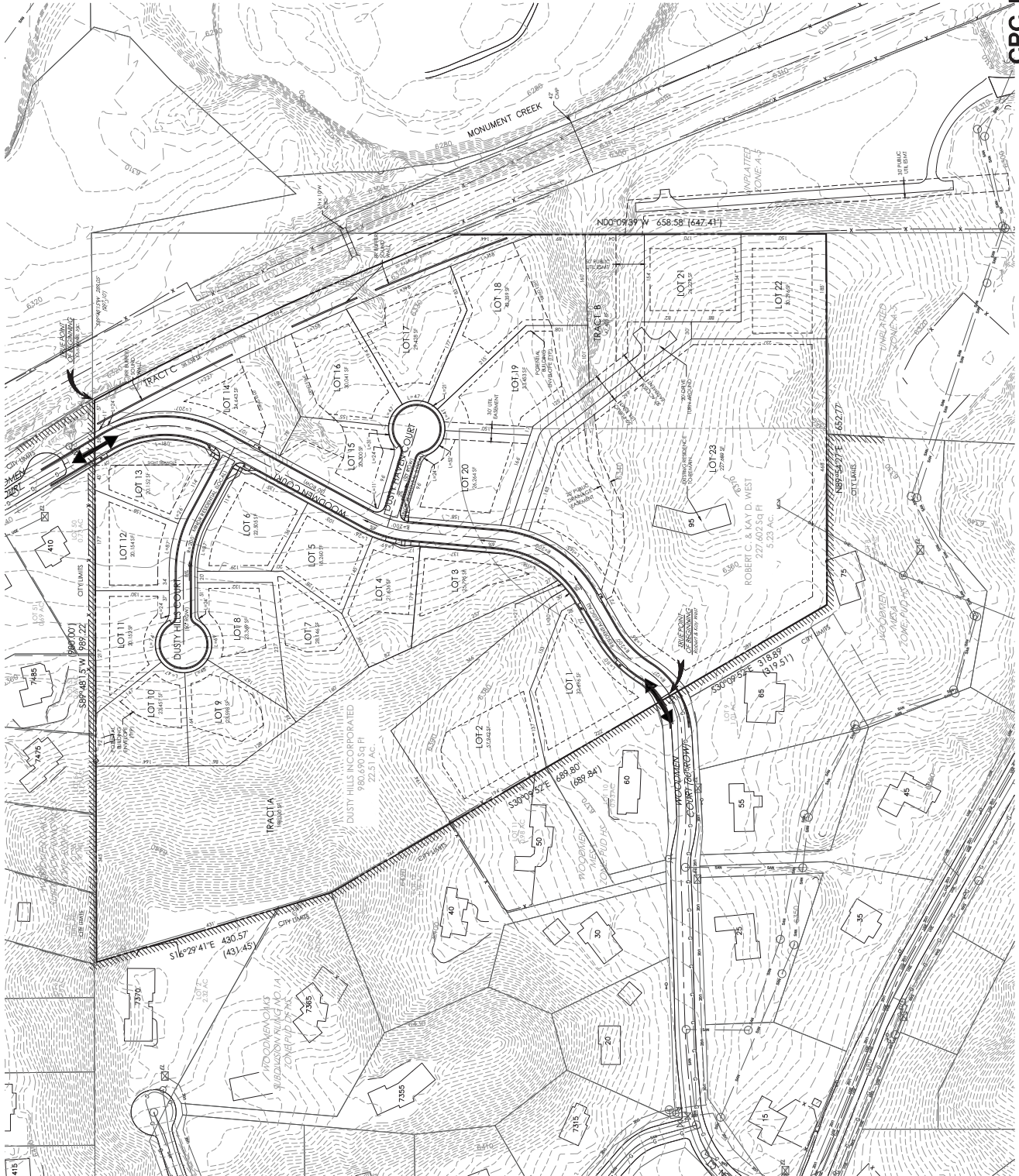
DESIGNED BY: CC
 DRAWN BY: MW
 CHECKED BY: AS
 CALLED BY: CC
 DATE: 8/13/2013

DUSTY HILLS

CPI.1
 CONCEPT PLAN

MVE PROJECT
 51298
 -CP-PS
 MVE DRAWING

NOVEMBER 10, 2014
 SHEET 2 OF 2



CPC PUP 14-00064

FIGURE 1



ZONING LEGAL DESCRIPTION – DUSTY HILLS ANNEXATION

TWO TRACTS OF LAND LOCATED IN THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPLE MERIDIAN, EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

DUSTY HILLS INCORPORATED TRACT

COMMENCING AT THE NORTH $\frac{1}{4}$ CORNER OF SAID SECTION 7 (FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 7 BEARS S89°48'15"W, 2705.88 FEET, BASIS OF BEARING); THENCE S89°48'15"W, 289.05 FEET ALONG THE NORTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 7 TO THE EASTERLY CORNER OF WOODMEN OAKS SUBDIVISION FILING NO. 1, A SUBDIVISION RECORDED AS PLAT BOOK F-5, AT PAGE 176 OF THE RECORDS OF EL PASO COUNTY, COLORADO TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE S89°48'15"W, 989.22 FEET ALONG THE NORTH LINE OF THE NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SAID SECTION 7 TO A POINT ON THE EASTERLY LINE OF WOODMEN MESA SUBDIVISION FILING NO. 1A, A SUBDIVISION RECORDED AT RECEPTION NO. 201189258 OF THE RECORDS OF EL PASO COUNTY, COLORADO;

THENCE S16°29'41"E, 430.57 FEET ALONG AN EASTERLY LINE OF SAID WOODMEN MESA SUBDIVISION FILING NO. 1A TO THE SOUTHEAST CORNER THEREOF,

THENCE S30°09'52"E, 689.80 FEET ALONG AN EASTERLY LINE OF WOODMEN MESA, A SUBDIVISION RECORDED AT PLAT BOOK K-3, AT PAGE 76 OF THE RECORDS OF EL PASO COUNTY, COLORADO;

THENCE NORTHEASTERLY, 59.26 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST TO A POINT TANGENT, SAID ARC HAVING A RADIUS OF 126.61 FEET, A CENTRAL ANGLE OF 26°49'05", AND BEING SUBTENDED BY A CHORD THAT BEARS N46°14'54"E, 58.72 FEET;

THENCE N32°50'22"E, 229.52 FEET TO A POINT OF CURVE TO THE RIGHT;

THENCE NORTHEASTERLY AND EASTERLY, 298.81 FEET ALONG THE ARC OF SAID CURVE TO A POINT TANGENT, SAID ARC HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 57°04'05", AND BEING SUBTENDED BY A CHORD THAT BEARS N61°22'24"E, 286.61 FEET;

Page 1 of 3

Engineers • Surveyors

1903 Lelaray Street, Suite 200 • Colorado Springs, CO 80909 • Phone 719-635-5736

Fax 719-635-5450 • e-mail mve@mvecivil.com

FIGURE 1

THENCE N89°54'27"E, 51.43 FEET;

THENCE S00°05'33"E, 646.05 FEET;

THENCE N89°54'27"E, 342.07 FEET;

THENCE N00°09'39"W, 658.58 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE DENVER & RIO GRANDE WESTERN RAILWAY AS RECORDED UNDER BOOK 65, AT PAGE 37, OF THE RECORDS OF EL PASO COUNTY, COLORADO;

THENCE NORTHWESTERLY, 694.19 ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAILWAY AND THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST TO THE TRUE POINT OF BEGINNING, SAID ARC HAVING A RADIUS OF 5494.75 FEET, A CENTRAL ANGLE OF 07°14'19" AND BEING SUBTENDED BY A CHORD THAT BEARS N24°47'04"W, 693.73 FEET;

AREA = 22.51 ACRES (980,690 SQ.FT.) MORE OR LESS.

TOGETHER WITH:

ROBERT & KAY WEST TRACT

COMMENCING AT THE NORTH ¼ CORNER OF SAID SECTION 7 (FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 7 BEARS S89°48'15"W, 2705.88 FEET, BASIS OF BEARING); THENCE S89°48'15"W, 1278.27 FEET ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 7 AND ALONG A SOUTHERLY LINE OF WOODMEN OAKS SUBDIVISION FILING NO. 1, A SUBDIVISION RECORDED AS PLAT BOOK F-5, AT PAGE 176 OF THE RECORDS OF EL PASO COUNTY, COLORADO TO THE NORTHEAST CORNER OF WOODMEN MESA SUBDIVISION FILING NO. 1A, A SUBDIVISION RECORDED AT RECEPTION NO. 201189258 OF THE RECORDS OF EL PASO COUNTY, COLORADO, THENCE S16°29'41"E, 430.57 FEET ALONG AN EASTERLY LINE OF SAID WOODMEN MESA SUBDIVISION FILING NO. 1A TO THE SOUTHEAST CORNER THEREOF; THENCE S30°09'52"E, 689.80 FEET ALONG AN EASTERLY LINE OF SAID WOODMEN MESA, A SUBDIVISION RECORDED AT PLAT BOOK K-3, AT PAGE 76 OF THE RECORDS OF EL PASO COUNTY, COLORADO TO THE TRUE POINT OF BEGINNING;

THENCE NORTHEASTERLY, 59.26 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST TO A POINT TANGENT, SAID ARC HAVING A RADIUS OF 126.61 FEET, A CENTRAL ANGLE OF 26°49'05", AND BEING SUBTENDED BY A CHORD THAT BEARS N46°14'54"E, 58.72 FEET;

Page 2 of 3

M.V.E., Inc. • Engineers • Surveyors
1903 Lelaray Street, Suite 200 • Colorado Springs, CO 80909 • Phone 719-635-5736
Fax 719-635-5450 • e-mail mve@mvecivil.com

FIGURE 1

THENCE N32°50'22"E, 229.52 FEET TO A POINT OF CURVE TO THE RIGHT;

THENCE NORTHEASTERLY AND EASTERLY, 298.81 FEET ALONG THE ARC OF SAID CURVE TO A POINT TANGENT, SAID ARC HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 57°04'05", AND BEING SUBTENDED BY A CHORD THAT BEARS N61°22'24"E, 286.61 FEET;

THENCE N89°54'27"E, 51.43 FEET;

THENCE S00°05'33"E, 646.05 FEET;

THENCE S89°54'27"W 310.70 FEET TO A POINT ON EASTERLY LINE OF SAID WOODMEN MESA;

THENCE N30°09'52"W, 318.89 FEET ALONG THE EASTERLY LINE OF SAID WOODMEN MESA TO THE TRUE POINT OF BEGINNING.

AREA = 5.23 ACRES (227,602 SQ.FT) MORE OR LESS.

Prepared By:
M.V.E., Inc.
1903 Lelaray Street, Suite 200
Colorado Springs, CO 80909
August 13, 2013

Z:\51298\Documents\Legal Descriptions\51298 ZONING Legal Desc.odt

Page 3 of 3

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FIGURE 1



November 10, 2014

PROJECT STATEMENT

DUSTY HILLS for Annexation, Concept Plan, PUD Zone Change

The owners of the property known as Dusty Hills, located at 95 Woodmen Court intend to annex the property into the City of Colorado Springs, apply zoning of PUD HS (Planned Unit Development with Hillside Overlay) for a Single-Family Residential Use and obtain approval of a Concept Plan for the property. Applications for Annexation, Concept Plan and PUD zone Change are hereby submitted to facilitate the approval of the proposed development in accordance with the zoning code of the City of Colorado Springs.

The site is located in The Northeast $\frac{1}{4}$ Of The Northwest $\frac{1}{4}$ Of Section 7, Township 13 South, Range 66 West Of The 6th Principle Meridian, El Paso County, Colorado. The property is west of the Denver & Rio Grande Rail Road, northeast of Woodmen Road and and south of Winding Oaks Drive. Woodmen Court, originating from Woodmen Road, terminates at the western boundary of the site. Also, Woodmen Court, originating from Winding Oaks Drive, terminates at the northern boundary of the site. The dead-end streets are platted as straight-through rights-of-way terminating at the Dusty Hills property line and not as cul-de-sac streets. The adjacent plats provide for Temporary Turnarounds at the dead-ends.

The Dusty Hills site encompasses approximately 27.74 acres. The El Paso County Assessor's Schedule Numbers for the site consist of 63072-00-016 and 63072-00-015. The site is partially developed with one residence one the site. Besides the area immediately surrounding the residence, the majority of the site appears in a natural condition with trees, brush and native grasses evident throughout. All ground cover is in fair to good condition. Certain utility mains including water, sanitary sewer, gas, electric and communications are located in the Woodmen Court rights-of-way that terminate at the property lines. The property is adjacent to single family residential development including Woodmen Oaks Subdivision Filing No. 1 and Woodmen Mesa. The two previously mentioned subdivisions are located within the City Limits of Colorado Springs.

The proposed Concept Plan sets forth the proposal for 23 Single-Family Residential lots on the site with one open space tract and one open space/utility/access tract. One of the proposed 23 lots will contain the existing residence which will have an area of 5.23 acres. The remaining proposed 22 lots range in size from 18,260 square feet to 57,942 square feet with an average of 36,590 square feet. Access will be obtained by extending the existing southwestern and northeastern dead-ends of Woodmen court into the property. The Concept Plan indicates lots accessing the extended Woodmen Court and two short cul-de-sac roads connecting from

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FIGURE 2

DUSTY HILLS Project Statement
November 10, 2014
Page 2

Woodmen Court. Colorado Springs Utilities has facilities nearby that are accessible for extension into the site. The existing water mains which are capped at each dead-end of existing Woodmen Court, will be connected through the subdivision to meet looping requirements of Colorado Springs Utilities and enhance water pressures and flow rates in the area. A Homeowner's Association will provide maintenance of the proposed open space and structure for architectural standards within the site.

Potential issues mentioned in the October 12, 2012 Pre-Application meeting include water and sanitary sewer utility service and overall lot density. Colorado Springs Utilities water lines exist in Woodmen Court at both the west and north boundaries. Connecting the two dead end lines will improve flows and circulation in the system, while providing adequate water service within the site, which proposed lots are lower than the surrounding properties. Sanitary Sewer may be extended to the site from the south in cooperation with the adjacent property owner. The average proposed lot size is significantly greater than 20,000 square feet in area and the site contains significant dedicated open space.

Traffic volumes were another issue raised at neighborhood meetings. Projected traffic volumes for Woodmen Court with the addition of the Dusty Hills development are well within the city's criteria for local residential streets. Traffic volumes will increase from existing, but not beyond the design capacity and purpose of the existing street. The addition of the existing lots to Woodmen Court will not present a hazard to the existing residents using the public street. Traffic volumes will not extend beyond that of any other compliant local residential streets in the Colorado Springs.

The proposed annexation and development project may be considered an in-fill project, being located in El Paso County and adjacent to City of Colorado Springs jurisdiction on three sides. The intent is for the the proposed development to be compatible and complimentary to the existing surrounding residential development which is already located in the City of Colorado Springs.

The proposed zoning of PUD HS (Planned Unit Development with Hillside Overlay) will allow the proposed single-family residential use, allow flexibility of lot sizing and development requirements in this terrain. The Hillside Overlay will provide preservation of sensitive natural features of the site.

The proposed Dusty Hills Annexation, Zoning and Concept Plan will allow for use of the subject property that is compatible in use and quality to the adjacent existing developments and provides a benefit to the City of Colorado Springs as an efficient infill project.

Z:\51298\Documents\Correspondance\51298 Project Statement 11-10-14.odt

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FIGURE 2

From: Lacey, Brett
Sent: Friday, November 07, 2014 3:52 PM
To: Herington, Meggan
Subject: RE: Dusty Hills Subdivision

I am disappointed to see that David states we have changed our position. Our position did not change. As we discussed, we had a position some years ago but due to a lack of communication and congruency among records... Smitty, after further research reverted to the original position. David's comment stirred the pot considerably.

BRETT T. LACEY
FIRE MARSHAL
COLORADO SPRINGS FIRE DEPARTMENT
Internationally Accredited Agency, CFAI
Office: 719.385.7355
Fax: 719.385.7355
blacey@springsgov.com

"Providing the highest quality problem solving and emergency service to our community since 1894."



Internationally Accredited Agency 2013-2018

From: Herington, Meggan
Sent: Friday, November 07, 2014 3:23 PM
To: Lacey, Brett
Cc: Wysocki, Peter
Subject: FW: Dusty Hills Subdivision
Importance: High

Brett, the applicant broke the news to the neighbors. This is the response to that news.

Meggan

From: Steve Bach [<mailto:stephenbach@comcast.net>]
Sent: Friday, November 07, 2014 3:09 PM
To: Bob Garner
Cc: David Gorman; Candace Seaton; Herington, Meggan
Subject: Re: Dusty Hills Subdivision

Bob, Pls call me (258.0442).

Sent from my iPhone

On Nov 7, 2014, at 1:05 PM, Bob Garner <garner@highlandcommercial.com> wrote:

Steve,

Can you call me about this.

This is another instance of Fire we have discussed.

As you know, I would not bother you with such an issue if it were not important.

Bob Garner

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Mobile +1 719 650 1333

Main +1 719 577 0044

Fax +1 719 577 0048

<image001.jpg>

From: David Gorman [<mailto:daveg@mvecivil.com>]

Sent: Friday, November 7, 2014 12:31 PM

To: 'Candace Seaton'

Cc: 'Beverly singleton'; Bob Garner; mmg514@yahoo.com; markhuff80919@gmail.com; mhsports2000@aol.com; jslenk@gmail.com; 'Bryan Shannon'; 'Herington, Meggan'; 'Cathy van Diemen'; 'James Singleton'; 'John and Alyce Fertig'; 'John Morse'; 'John Whitley'; 'John Whitley'; 'Lizzie Leitz'; 'Make and Dawn Carnel'; 'Mel and Sandy Downs'; 'Mike Thomas'; 'Ralph and Sheila Parkin'; 'Rochelle Shannon'; 'Rose Culley'; 'Simon and June Jhon'; 'Sue Thomas'; 'Chuck C. Crum (MVE)'; Michael W. West; William West;
ROBERT WEST

Subject: RE: Dusty Hills Subdivision

Candace,

As you know, Dusty Hills revised the Concept Plan for the development to eliminate the Woodmen Court connection at the Dusty Hills northern boundary with the prior acceptance of both City Traffic Engineering Department and Colorado Springs Fire Department. We recently received the surprising and disappointing news that the Fire Department has changed their position and is now requiring the road connection. We are revising the Concept Plan to show the connection in order to comply with the Fire Department requirements.

The Wests' intentions were to respond to the expressed neighborhood concerns regarding the road connection. We hope you understand that we would not have presented the no-connection plan without prior consent of the City Departments. The

position of the Fire Department seems to be a Public Safety issue and our conversations with them indicate that they are resolute on the point. We are informing you of this condition as soon as possible after meeting with Fire Department staff. We are still looking forward to being heard at Planning Commission as scheduled on November 20 with the revised plan. Meggan Herington may contact you with further information.

Dave

David R. Gorman, P.E.
M.V.E., Inc.
1903 Lelaray Street, Suite 200
Colorado Springs, CO 80909
Ph 719.635.5736
Fx 719.635.5450
www.mvecivil.com

From: Candace Seaton [<mailto:cseaton@quantumcommercial.com>]
Sent: Thursday, October 30, 2014 11:35 AM
To: Herington, Meggan; jslenk@gmail.com; mhsports2000@aol.com; markhuff80919@gmail.com; mmg514@yahoo.com
Cc: David Gorman (daveg@mvecivil.com); Beverly singleton; Bob Garner; Bryan Shannon; Cathy van Diemen; James Singleton; John and Alyce Fertig; John Morse; John Whitley; John Whitley; Lizzie Leitz; Make and Dawn Cernel; Mel and Sandy Downs; Mike Thomas; Ralph and Sheila Parkin; Rochelle Shannon; Rose Culley; Simon and June Jhon; Sue Thomas
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I so appreciate your having made yourself so available to all of us. You set a great example for City Planners.

Best,
Candace

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Colorado Springs, CO 80903
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cseaton@quantumcommercial.com

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Commercial Real Estate Solutions

<image004.jpg>

From: Herington, Meggan [<mailto:mherington@springsgov.com>]
Sent: Thursday, October 30, 2014 11:01 AM
To: Candace Seaton; jslenk@gmail.com; mhsports2000@aol.com;
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Cc: David Gorman (daveg@mvecivil.com); Beverly singleton; Bob Garner; Bryan Shannon; Cathy van Diemen; James Singleton; John and Alyce Fertig; John Morse; John Whitley; John Whitley; Lizzie Leitz; Make and Dawn Carnel; Mel and Sandy Downs; Mike Thomas; Ralph and Sheila Parkin; Rochelle Shannon; Rose Culley; Simon and June Jhon; Sue Thomas
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If you would like to provide any additional written comments to the City Planning Commission, please provide those to me via email by November 4th. Any comments I receive after the 4th can be distributed the day of the hearing.

Thank You, Meggan

*Meggan Herington, AICP
Principal Planner - Northeast Team
City of Colorado Springs
Land Use Review Division
719-385-5083*

From: Candace Seaton [<mailto:cseaton@quantumcommercial.com>]
Sent: Wednesday, October 15, 2014 9:46 AM
To: Herington, Meggan
Cc: David Gorman (daveg@mvecivil.com); Beverly singleton; Bob Garner; Bryan Shannon; Candace Seaton; Cathy van Diemen; James Singleton; John and Alyce Fertig; John Morse; John Whitley; John Whitley; Lizzie Leitz; Make and Dawn Carnel; Mel and Sandy Downs; Mike Thomas; Ralph and Sheila Parkin; Rochelle Shannon; Rose Culley; Simon and June Jhon; Sue Thomas
Subject: Dusty Hills Subdivision

Hi Meggan and Dave,

First of all I would like to say how much we appreciate the City and the owners for listening to our concerns and making changes that will ultimately be for the betterment of the new and existing neighborhoods. One of our greatest concerns along with the preservation of original habitat for the abundant wildlife and thus a country like environment is of course, security. Being a low crime area, we are very much entrenched in how to keep it that way as I'm sure the West's are. We look forward to continuing to be neighbors in this very special neighborhood.

One concern is that at both Neighborhood Meetings, (February for Woodmen Oaks and August 5th for us) the West's and Dave Gorman promised to complete an HOA for the homes of Dusty Hills in line with existing HOAs in Woodmen Oaks and Woodmen Mesa. They have copies of CC&Rs for both neighborhoods. We would like to see these new CC&Rs fully written and the HOA established and recorded before the new zoning change and annexation to the City of Colorado Springs. There will be a pedestrian walk for interconnecting Woodmen Oaks and Woodmen Estates, and of course the street will go through to the southern existing portion of Woodmen Court, so we truly feel that all the neighborhoods would benefit from having the same building requirements etc. The excellent use of foot power and bicycles will clearly serve to also connect all of these neighborhoods in the future even more so than today. We think the new neighbors in Dusty Hills will appreciate having similar homes to those already in the area and will appreciate the sense of community that will bring. We understand that the City cannot enforce this request, but as it has been promised twice, we feel very strongly that in order to continue a relationship of trust and respect, this promise absolutely needs to be fulfilled prior to the project receiving approval of zoning change and annexation.

My best,

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cseaton@quantumcommercial.com
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Commercial Real Estate Solutions

<image004.jpg>

From: Bob Garner <garner@highlandcommercial.com>
Sent: Friday, November 07, 2014 3:34 PM
To: Steve Bach
Cc: David Gorman; Candace Seaton; Herington, Meggan
Subject: RE: Dusty Hills Subdivision
Attachments: Dusty Hills Resubmittal Drawings.pdf; Dusty Hills Resubmittal.pdf

Steve,

Thanks for your input and concern about this issue.

The issue is how Fire had approved a concept plan (Dusty Hills, see attached) that is a new subdivision adjacent to our subdivision (Woodmen Mesa).

The original plan was not acceptable to Woodmen Mesa and we, as a neighborhood, worked with the developer, traffic (Kathleen Krager) and planning (Meggan Herington) to arrive at an acceptable design that worked with all parties.

The plan was approved by planning with input and considerations by Fire.

All was good and were looking forward to an uneventful hearing at Planning on 11/20.

We just got the news today that Fire had changed their mind and will not approve what they had approved.

Needless to say, it seems unprofessional and unacceptable how Fire has addressed this situation.

Again,

Thanks for your interest in this situation.

Please call with further questions.

Bob Garner

Principal, Commercial Broker
garner@highlandcommercial.com

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Colorado Springs, CO 80903
Direct: 719.228.3624 Cell: 719.332.0233
cseaton@quantumcommercial.com
www.quantumcommercial.com
Commercial Real Estate Solutions



From: marsha <mhsports2000@aol.com>
Sent: Sunday, November 02, 2014 5:49 PM
To: Herington, Meggan
Subject: Re: Dusty Hills Subdivision

Hi Megan

Just wanted you to know that mike and I totally support this idea and think it is great. thanks for keeping us up to date.

Marsha Harris 410 woodmen ct

-----Original Message-----

From: Herington, Meggan <mherington@springsgov.com>
To: Candace Seaton <cseaton@quantumcommercial.com>; jslenk <jslenk@gmail.com>; mhsports2000 <mhsports2000@aol.com>; markhuff80919 <markhuff80919@gmail.com>; mmg514 <mmg514@yahoo.com>
Cc: David Gorman (daveg@mvecivil.com) <daveg@mvecivil.com>; Beverly singleton <bsingle419@aol.com>; Bob Garner <garner@highlandcommercial.com>; Bryan Shannon <bryan.shannon@comcast.net>; Cathy van Diemen <jick45@gmail.com>; James Singleton <jsingle419@aol.com>; John and Alyce Fertig <jefertig@gmail.com>; John Morse <sjmor6@comcast.net>; John Whitley <jbwhitleyjr@centurylink.net>; John Whitley <dniedringhaus@msn.com>; Lizzie Leitz <lizzie.leitz@yahoo.com>; Make and Dawn Carnel <carnel5@aol.com>; Mel and Sandy Downs <megamel77@gmail.com>; Mike Thomas <mthomas160@msn.com>; Ralph and Sheila Parkin <Tyrolean80919@yahoo.com>; Rochelle Shannon <rochelleshannon@comcast.net>; Rose Culley <rculley1@comcast.net>; Simon and June Jhon <njhons@msn.com>; Sue Thomas <sthomas108@hotmail.com>
Sent: Thu, Oct 30, 2014 11:00 am
Subject: RE: Dusty Hills Subdivision

All, this is just a reminder that this project is being prepared to go before the City Planning Commission on November 20, 2014. I'm preparing a staff report that includes neighbor comments that I have received since the redesign of the project (re-design as now showing the cul-de-sac and not a thru-street). I've attached the current plan as a reminder of what is moving forward.

If you would like to provide any additional written comments to the City Planning Commission, please provide those to me via email by November 4th. Any comments I receive after the 4th can be distributed the day of the hearing.

Thank You, Meggan

Meggan Herington, AICP
Principal Planner - Northeast Team
City of Colorado Springs
Land Use Review Division
719-385-5083

From: Rochelle Shannon <RochelleShannon@Comcast.net>
Sent: Friday, October 31, 2014 10:15 PM
To: Herington, Meggan
Subject: Dusty Hills subdivision

Meggan,

I just received an email from Candy Seaton with the updated information about the Woodmen Oaks emails you have received that are opposed to there being a cul-de-sac rather than a thru street.

I have some thoughts on this after having lived here for a few years and daily dealing with Woodmen Road traffic just outside of our development. I know that the traffic experts have measured how much traffic comes out of our street as well as the average wait time to get onto Woodmen Road because we heard the report that it is "well within the limits of a residential street." While that may be fine, the issue that continues to bother me, cul-de-sac or not, is the fact that ALL of us have only a single exit to get onto a very busy road. And even this very busy road is a single lane that gets everyone down from the hills and then finally into larger roads to spread us out. So even though we probably cannot stop the development, I believe it is a very unsafe and unwise proposal for the sheer fact that adding 22 homes to this area, but without a second exit, doesn't make it any safer, quicker, or easier to exit in the case of an emergency!

We were here for the Waldo Canyon fire, and we kept a close eye on Woodmen Road as evacuations were starting. And when we were told to get out, we could not, and we sat there for a very long time until someone let us in. I know that things were learned with that fire, but it doesn't negate the fact that all of Woodmen Oaks has to empty out of Winding Oaks Drive and all of Woodmen Mesa has to empty out of Woodmen Court. And whether we have a cul-de-sac or not, adding 22 more homes to that number is unsafe! It does not make it any safer to have a thru street at the end of Woodmen Court, because IF Woodmen Oaks were to take Woodmen Court to evacuate their development faster, they would only be met by all their neighbors who DID take Winding Oaks Drive out and have turned left onto Woodmen Road first! It may as well be two lanes of the same exit because of how close they sit to one another. And if the higher traffic is coming down the hill from Peregrine and Talon Ridge, then Woodmen Oaks is the first to get into the flow, always leaving Woodmen Mesa to wait a little longer to slip in; so any advantage to getting into traffic sooner would certainly go to Woodmen Oaks residents. Anyone who says that connecting Woodmen Court will solve this problem is missing the point. Without new exits from our two developments, we aren't any safer than before and perhaps less safe because we've added more families who will have to get out. I believe the real issue they may be masking is the quicker exit than their own street. And we've already talked about how much more convenient it would be for those homes nearest the new development to come through it to get onto Woodmen Road, but honestly I think they will find that although they saved time winding through Winding Oaks, they'll not get onto Woodmen Road any sooner, and perhaps slower as they wait for morning traffic coming down the hill as we do each day. To be sure, the "private road" personality of Woodmen Court is not excited about adding 600 or more cars per day when the streets of Woodmen Oaks are already accustomed to traffic. We love our quiet street, and because the "quicker evacuation" issue is moot, we need to get back to the real issue of safety for the walkers, children, and wildlife that we have. I sincerely hope the developers and owners stick to the newest revision of putting a cul-de-sac on the north end of the proposed Dusty Hills development to keep as much of the peaceful atmosphere as possible for our little street.

Thank you for your patience and time on this matter.

Rochelle Shannon

From: Nancy Engel <nkengel@yahoo.com>
Sent: Friday, October 31, 2014 3:52 PM
To: Herington, Meggan
Subject: Re: Dusty Hills subdivision

Thank you for your response and thorough explanation. I only wanted to be sure fire regulations had been considered. You say they have so I do not wish to hamper the process further.

Thank you,
Nancy

Sent from my iPhone

On Oct 31, 2014, at 3:16 PM, Herington, Meggan <mherington@springsgov.com> wrote:

Ms. Engel, The City of Colorado Springs Fire Protection Engineer commented specifically on the re-design and the lack of connection to Woodmen Court. He commented that at a minimum, a monitored fire alarm system or alternatively, a fire sprinkler system is required for all new residences built.

The original plan was always to connect Woodmen Court. However, when the request to build this neighborhood was submitted, the neighbors in Woodmen Mesa and some in Woodmen Oaks sent staff a number of emails stating that they did not want the added traffic. Woodmen Mesa neighbors commented they didn't want the additional traffic from Woodmen Oaks, and Woodmen Oaks residents had commented that they did not want the traffic from the 22 additional homes in their neighborhood. The compromise was the cul-de-sac design which is moving forward to the City Planning Commission public hearing.

I worked closely with City Fire, City Police and City Traffic to determine that this design would function. I did not receive any comments from those agencies requiring the connection.

That said, if you would like to oppose the project based on the lack of connection, you should send me a follow-up email stating your reasons for opposition (and that you would like to formally oppose the project as designed) and I will forward your comments to the City Planning Commission.

The public hearing will be held on November 20th and all are invited to speak in favor or in opposition. Thank You, Meggan

*Meggan Herington, AICP
Principal Planner - Northeast Team
City of Colorado Springs
Land Use Review Division
719-385-5083*

From: Nancy Engel [<mailto:nkengel@yahoo.com>]
Sent: Thursday, October 30, 2014 2:56 PM
To: Herington, Meggan
Subject: Dusty Hills subdivision

Hello Meggan,

My name is Nancy Engel and I live in the Woodmen Oaks neighborhood, very close to the proposed Dusty Hill neighborhood. When I purchased my lot in 1996 I was told that the fire marshal insisted that all homes in our neighborhood have security systems with direct call to the fire department, as the fire marshal felt this area was a high fire danger (we were evacuated for the Waldo Canyon fire).

Woodmen Oaks and Woodmen Oaks Estates consists collectively of 85 homes with one egress from the neighborhood. I was further told by the developer at the time (Dan May was representing the El Paso County Retirement Fund, who owned the land originally), that the cul-de-sac at Woodmen Court would have to go through some day, per fire marshal's orders, in order to permit a second egress from our neighborhood should a fire arise. This was planned to speed the ability of vehicles to exit the neighborhood in case of calamity. That second egress is now blocked by the formation of a cul-de-sac instead of a through road from Woodmen Court to Woodmen Mesa Circle.

Can you tell me, has the fire marshal approved this change and hence the lack of a second egress out of our neighborhood should a fire arise?

Thank you!

Nancy Engel
7530 Winding Oaks Drive

Herington, Meggan

From: Gordon Mohrman <gwmohrman@comcast.net>
Sent: Friday, October 31, 2014 1:35 PM
To: 'Jane Slenk'
Cc: Herington, Meggan
Subject: RE: FW: Dusty Hills Subdivision

I do not agree with a "locked gate" compromise.

Gordon W. Mohrman

From: Jane Slenk [mailto:jslenk@gmail.com]
Sent: Friday, October 31, 2014 12:39 PM
To: Gordon Mohrman
Cc: mherington@springsgov.com
Subject: Re: FW: Dusty Hills Subdivision

It was my impression from our last Board meeting that our neighbors pretty much agree with this letter. They said they didn't object to the 2 Woodman Courts not connecting because as far as they knew not connecting them was never on the table.

A number of Woodman Oaks people are concerned that without the through connection people here will not be able to get out fast enough in case of fire.

They also said when they bought here they were promised the 2 Woodman Courts would be connected to make another egress for us.

Would it be possible to compromise by joining the two Courts such that, in case of emergency people can get out, but have a locked gate that would only be opened in case of emergency?

Jane E. Slenkovich

President Woodman Oaks Home Owners Association

On Thu, Oct 30, 2014 at 9:02 PM, Gordon Mohrman <gwmohrman@comcast.net> wrote:

To: Meggan Herington, AICP
Principal Planner - Northeast Team
City of Colorado Springs
Land Use Review Division

What the heck is going on with the new Dusty Hills development?

Herington, Meggan

From: Gordon Mohrman <gwmohrman@comcast.net>
Sent: Friday, October 31, 2014 1:35 PM
To: 'Jane Slenk'
Cc: Herington, Meggan
Subject: RE: FW: Dusty Hills Subdivision

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To: Gordon Mohrman
Cc: mherington@springsgov.com
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City of Colorado Springs
Land Use Review Division

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Without the benefit of attending recent meetings I would like to express the following:

I want the value of Dusty Hills homes to be consistent with the two adjoin neighborhoods – Woodmen Oaks and Woodmen Mesa.

I want Dusty Hills to be compliant with current city codes.

I want variances (grandfathering) be kept to a minimum and fully justified.

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I want both Woodmen Court and Winding Oaks Drive to be available as an escape route in case of fire or other life threatening emergency. Don't forget that lives were lost in the recent Waldo Canyon and Black Forest fires.

The current two segments of Woodmen Court have been visible to anyone visiting the area and on publically available maps for years. It is no surprise that one day the two segments would be connected. I am disgusted when people buy a home near an airport and then complain about noise created by airplanes. Or when people buy a home on a busy street and then complain about cars driving rapidly by. The same situation applies to Woodmen Court controversy.

There, I have now expressed some of my concerns which may or may not be real. Without the benefit of attending an open public meeting I really don't know.

I realize all parties concerned have other time consuming obligations that may limit their ability to get involved. I thank you for your efforts in overseeing the planning and implementation of the new Dusty Hills development.

Sincerely,

Gordon W. Mohrman

7415 Margarita Place

Colorado Springs, CO 80919-3593

(719) 266-0278

gwmohrman@comcast.net

From: Jane Slenk [mailto:jslenk@gmail.com]
Sent: Thursday, October 30, 2014 2:44 PM
To: Jane Slenkovich
Subject: Fwd: Dusty Hills Subdivision

Apparently there's still time to voice your concerns.

Jane

----- Forwarded message -----

From: **Candace Seaton** <cseaton@quantumcommercial.com>
Date: Thu, Oct 30, 2014 at 11:34 AM
Subject: RE: Dusty Hills Subdivision
To: "Herington, Meggan" <mherington@springsgov.com>, <jslenk@gmail.com>, <mhsports2000@aol.com>, <markhuff80919@gmail.com>, <mmg514@yahoo.com>
Cc: "David Gorman" (<daveg@mvecivil.com>), Beverly singleton <bsingleton419@aol.com>, Bob Garner <garner@highlandcommercial.com>, Bryan Shannon <bryan.shannon@comcast.net>, Cathy van Diemen <jick45@gmail.com>, James Singleton <jsingleton419@aol.com>, John and Alyce Fertig <jefertig@gmail.com>, John Morse <sjmor6@comcast.net>, John Whitley

<jbwhitleyjr@centurylink.net>, John Whitley
<dlniedringhaus@msn.com>, Lizzie Leitz
<lizzie.leitz@yahoo.com>, Make and Dawn Carnel
<carnel5@aol.com>, Mel and Sandy Downs
<megamel77@gmail.com>, Mike Thomas
<mthomas160@msn.com>, Ralph and Sheila Parkin
<Tyrolean80919@yahoo.com>, Rochelle Shannon
<rochelleshannon@comcast.net>, Rose Culley
<rculley1@comcast.net>, Simon and June Jhon
<njhons@msn.com>, Sue Thomas <sthomas108@hotmail.com>

Meggan,

Thank you very much for keeping us up to date. I do hope more neighbors take the time out of their busy day to express the thoughts agreed to at our last neighborhood meeting this month. I know you have no control over the HOA established for Dusty Hills, but the sentiment ran strong at that meeting that the current owners should live up to their promises at two neighborhood meetings of writing them and at the minimum having the same standards as currently exist in Woodmen Hills and Woodmen Oaks.

I so appreciate your having made yourself so available to all of us. You set a great example for City Planners.

Best,

Candace

Candace Seaton

Senior Broker Associate Retail & Investments

Quantum Commercial Group

101 N Cascade Avenue, Suite 200

Colorado Springs, CO 80903

Direct: [719.228.3624](tel:719.228.3624) Cell: [719.332.0233](tel:719.332.0233)

cseaton@quantumcommercial.com

www.quantumcommercial.com

Commercial Real Estate Solutions



From: Herington, Meggan [mailto:mherington@springsgov.com]
Sent: Thursday, October 30, 2014 11:01 AM
To: Candace Seaton; jslenk@gmail.com; mhsports2000@aol.com; markhuff80919@gmail.com; mmg514@yahoo.com
Cc: David Gorman (daveg@mvecivil.com); Beverly singleton; Bob Garner; Bryan Shannon; Cathy van Diemen; James Singleton; John and Alyce Fertig; John Morse; John Whitley; John Whitley; Lizzie Leitz; Make and Dawn Cernel; Mel and Sandy Downs; Mike Thomas; Ralph and Sheila Parkin; Rochelle Shannon; Rose Culley; Simon and June Jhon; Sue Thomas
Subject: RE: Dusty Hills Subdivision

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Thank You, Meggan

Meggan Herington, AICP

Principal Planner - Northeast Team

City of Colorado Springs

Land Use Review Division

719-385-5083

From: Candace Seaton [<mailto:cseaton@quantumcommercial.com>]

Sent: Wednesday, October 15, 2014 9:46 AM

To: Herington, Meggan

Cc: David Gorman (daveg@mvecivil.com); Beverly singleton; Bob Garner; Bryan Shannon; Candace Seaton; Cathy van Diemen; James Singleton; John and Alyce Fertig; John Morse; John Whitley; John Whitley; Lizzie Leitz; Make and Dawn Carnel; Mel and Sandy Downs; Mike Thomas; Ralph and Sheila Parkin; Rochelle Shannon; Rose Culley; Simon and June Jhon; Sue Thomas

Subject: Dusty Hills Subdivision

Hi Meggan and Dave,

First of all I would like to say how much we appreciate the City and the owners for listening to our concerns and making changes that will ultimately be for the betterment of the new and existing neighborhoods. One of our greatest concerns along with the preservation of original habitat for the abundant wildlife and thus a country like environment is of course, security. Being a low crime area, we are very much entrenched in how to keep it that way as I'm sure the West's are. We look forward to continuing to be neighbors in this very special neighborhood.

One concern is that at both Neighborhood Meetings,(February for Woodmen Oaks and August 5th for us) the West's and Dave Gorman promised to complete an HOA for the homes of Dusty Hills in line with existing HOAs in Woodmen Oaks and Woodmen Mesa. They have copies of CC&Rs for both neighborhoods. We would like to see these new CC&Rs fully written and the HOA established and recorded before the new zoning change and annexation to the City of Colorado Springs. There will be a pedestrian walk for interconnecting Woodmen Oaks and Woodmen Estates, and of course the street will go through to the southern existing portion of Woodmen Court, so we truly feel that all the neighborhoods would benefit from having the same building requirements etc. The excelling use of foot power and bicycles will clearly serve to also connect all of these neighborhoods in the future even more so than today. We think the new neighbors in Dusty Hills will appreciate having similar homes to those already in the area and will appreciate the sense of community that will bring. We understand that the City cannot enforce this request, but as it has been promised twice, we feel very strongly that in order to continue a relationship of trust and respect, this promise absolutely needs to be fulfilled prior to the project receiving approval of zoning change and annexation.

My best,

Candace Seaton

Candace Seaton

Senior Broker Associate Retail & Investments

Quantum Commercial Group

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Colorado Springs, CO 80903

Direct: 719.228.3624 Cell: 719.332.0233

cseaton@quantumcommercial.com

www.quantumcommercial.com

Commercial Real Estate Solutions



Herington, Meggan

From: Mark Huff <markhuff80919@gmail.com>
Sent: Friday, August 15, 2014 10:00 AM
To: Herington, Meggan; daveg@mvecivil.com
Subject: Fwd: The proposed Dusty Hill project may not be what we thought

----- Forwarded message -----

From: **Jane Slenk** <jslenk@gmail.com>

If the plans for Dusty Hill include lots under 1/3 acre and/or homes that are not custom, I object to the planned development. The development will be inconsistent with the neighborhood and harm the values of the nearby properties.

Please require the development to construct custom homes on larger lots, similar to the surrounding area.

I attended the 20 February 2014 meeting at the Woodmen Valley Chapel with some other neighbors where an overview of the Dusty Hills development was given. At the meeting, it was announced that planning was preliminary and future meetings would be held where we could view more detailed plans. I have periodically checked the bill boards placed at the end of each segment of Woodmen Court to see if such a meeting had been scheduled. I have only found the initial 20 February meeting announcement and a second bill stating comments should be submitted by 15 July. No other bills have been posted. Our Woodmen Oaks Homeowners Association board has been reluctant to get very involved as was evident at our annual meeting held on Tuesday, 28 October. Apparently there have been some behind the scenes meetings where the general public has not been included – no open public meetings such as the 20 February meeting.

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Subject: RE: Dusty Hills Subdivision

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<bsingleton419@aol.com>,
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<garner@highlandcommercial.com>,
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City of Colorado Springs

Land Use Review Division

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Hi Meggan and Dave,

First of all I would like to say how much we appreciate the City and the owners for listening to our concerns and making changes that will ultimately be for the betterment of the new and existing neighborhoods. One of our greatest concerns along with the preservation of original habitat for the abundant wildlife and thus a country like environment is of course, security. Being a low crime area, we are very much entrenched in how to keep it that way as I'm sure the West's are. We look forward to continuing to be neighbors in this very special neighborhood.

One concern is that at both Neighborhood Meetings,(February for Woodmen Oaks and August 5th for us) the West's and Dave Gorman promised to complete an HOA for the homes of Dusty Hills in line with existing HOAs in Woodmen Oaks and Woodmen Mesa. They have copies of CC&Rs for both neighborhoods. We would like to see these new CC&Rs fully written and the HOA established and recorded before the new zoning change and annexation to the City of Colorado Springs. There will be a pedestrian walk for interconnecting Woodmen Oaks and Woodmen Estates, and of course the street will go through to the southern existing portion of Woodmen Court, so we truly feel that all the neighborhoods would benefit from having the same building requirements etc. The excelling use of foot power and bicycles will clearly serve to also connect all of these neighborhoods in the future even more so than today. We think the new neighbors in Dusty Hills will appreciate having similar homes to those already in the area and will appreciate the sense of community that will bring. We understand that the City cannot enforce this request, but as it has been promised twice, we feel very strongly that in order to continue a relationship of trust and respect, this promise absolutely needs to be fulfilled prior to the project receiving approval of zoning change and annexation.

My best,

Candace Seaton

Candace Seaton

Senior Broker Associate Retail & Investments

Quantum Commercial Group

101 N Cascade Avenue, Suite 200

Colorado Springs, CO 80903

Direct: 719.228.3624 Cell: 719.332.0233

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www.quantumcommercial.com

Commercial Real Estate Solutions



Herington, Meggan

From: Jsing1419@aol.com
Sent: Friday, October 17, 2014 10:24 AM
To: Herington, Meggan; dave@mvecivil.com
Subject: re. Woodmen Court and Dusty Hills Extension

Meggan and Dave,

My wife and I live on Woodmen Court. We appreciate that the concerns of our neighborhood have been received and the changes that have been made. Thank you so much. We also would like to see the HOA organized for Dusty Hills as part of the plan.

Jim and Bev Singleton
35 Woodmen Court
719-598-9622

Herington, Meggan

From: Mike <mthomas160@msn.com>
Sent: Friday, October 17, 2014 9:26 AM
To: Herington, Meggan
Cc: daveg@mvecivil.com; Candace Seaton; Sue
Subject: Re: Dusty Hills Re-Review

Hello Meggan,

I would like to add my voice to the concerns expressed by Candace Seaton in her e-mail to you and Dave Gorman on Oct. 15th. It is easy to be skeptical about the process of annexation/development approval etc. when all the information you have is second hand. It has, however, been a pleasant surprise to see how well the process actually works. You have done an excellent job of insuring that the Dusty Hills Developer has been responsive to the concerns of the people in the surrounding neighborhoods. We are asking you once again for your help.

Although you do not get directly involved in the establishment of HOAs and Protective Covenants, we (The home owners of Woodmen Mesa and the HOA of Woodmen Oaks) have been told by Dusty Hills that Covenants and building standards were being developed. This does not appear to be the case. We are asking that prior to any approval of the Dusty Hills Development, that Dusty Hills be required to provide the promised Covenants and building standards. I am sure that we in Woodmen Mesa can provide a person to work with Dusty Hills on this issue.

As a secondary issue, I am concerned with the building 'setbacks' proposed by Dusty Hills. In particular, the setback of 10' on the side of each lot is inconsistent with the space allowed between homes in Woodmen Mesa and Woodmen Oaks. This may be a city standard, but possibly one that should be looked at in light of the Waldo Canyon and Black Forest fire experiences. Much property loss was the result of the close proximity of neighboring houses. Dusty Hills acreage is an area of 'high risk' for fires. Municipalities, homeowners and insurance companies are spending millions on fire mitigation in existing neighborhoods. It would be appropriate, I think, to look at fire mitigation that can be done prior to construction rather than after construction has been completed. Is it possible to hear from the City on this issue?

Thank you for your help and we are looking forward to hearing from you.

Herington, Meggan

From: Rochelle Shannon <RochelleShannon@Comcast.net>
Sent: Thursday, October 16, 2014 9:01 PM
To: Herington, Meggan
Cc: daveg@mvecivil.com
Subject: Dusty Hills Concept

Dear Meggan and Dave,

I first wanted to thank you for the progress and agreements that were made regarding our last wave of comments. It seems that the compromises that were found are satisfactory to all of us. Thank you for putting so much time into this so that the neighbors in the existing developments are as comfortable as possible with the changes. We feel heard and appreciated for our input.

There is, however, one remaining issue that has yet to be finalized. There has been a lot of discussion about which HOA the Dusty Hills development would be part of, or if they would create their own, and the subsequent CC&Rs that would put guidelines on all of the details of each lot and the house that would be built there. This is obviously very important to us, as the neighbors of the existing developments, because it could mean the difference between homes that agree with our current guidelines and homes that do not agree and therefore diminish or devalue our own properties. Since this was promised at several previous meetings, I would ask that you follow through so we can have it decided and in writing before the final signoff by the city. With custom homes on all sides of Dusty Hills, the last thing we want is a dramatic difference within the new development, and it is only right and fair for it to be completed as the Wests and Dave Gorman said it would be.

We have a special piece of Colorado Springs here in Woodmen Mesa, and we want to keep it that way as well as we can. It is safe and quiet, we have no through traffic, the wildlife linger, and we know our neighbors. That is a treasure that we hope to preserve even with the addition of new homes. Thank you for considering all of these things as you continue on the plans for this development.

Sincerely,

Rochelle Shannon

Herington, Meggan

From: marsha <mhsports2000@aol.com>
Sent: Monday, August 11, 2014 9:00 PM
To: Herington, Meggan
Subject: Re: Dusty Hills

Hi Megan

Please note that we support having bigger lot sizes. We feel that they should be bigger. we also support bobs map of lots this is a good compromise. we also support the fire gate on woodmen oaks side.

Thank you for all your hard work and consideration.

Marsha and Mike Harris
410 woodmen ct

-----Original Message-----

From: Herington, Meggan <mherington@springsgov.com>
To: mhsports2000 <mhsports2000@aol.com>
Sent: Tue, Jul 8, 2014 12:00 pm
Subject: Dusty Hills

Mr. Harris, Attached is the submitted plan and the plan from February. Thank you, Meggan

Meggan Herington, AICP
Principal Planner - Northeast Team
City of Colorado Springs
Land Use Review Division
719-385-5083

ANNEXATION
ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT "Agreement", dated this ___ day of _____, 2014, is between the City of Colorado Springs, a home rule city and Colorado municipal corporation ("City"), and Dusty Hills, Inc. ("Owners" or "Property Owners").

I.
INTRODUCTION

The Owners own all of the real property located in El Paso County, Colorado, identified and described on the legal description attached as Exhibit A (the Property).

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

II.
ANNEXATION

The Owners have petitioned the City for annexation of the Property as set forth in Exhibit A. The annexation will become effective upon final approval by the City Council and the recording of this annexation agreement, the annexation plat, the _____ special warranty deed and irrevocable consent to the appropriation, withdrawal, and use of groundwater as forth in Exhibit B and the annexation ordinance with the El Paso County Clerk and Recorder.

All references to the Property or to the Owners' Property are to the Property described in Exhibit A except as otherwise indicated.

III.
LAND USE

The Dusty Hills Concept Plan for the Property has been proposed and submitted to the City for approval. Owners will comply with the approved Concept Plan or an amended Concept Plan approved in accord with applicable provisions of the Code of the City of Colorado Springs 2001, as amended or recodified ("City Code").

IV. ZONING

A. Zoning. The Planning and Development Department of the City agrees to recommend that the initial zone for the Owners' Property shall be zoned Planned Unit Development with Hillside Overlay (PUD/HS) upon annexation. While zoned PUD, a development plan shall be required for any use. Owners acknowledge and understand that the City Council determines what an appropriate zone is for the Property, and this recommendation does not bind the Planning Commission or City Council to adopt the PUD/HS zone for the Property.

B. Change of Zoning. A change of zone request shall conform to the Concept Plan, as approved or as amended by the City in the future. Rezoning in accord with the zones reflected on the Concept Plan will occur prior to actual development of the site.

V. PUBLIC FACILITIES

A. General. As land is annexed into the City it is anticipated that land development will occur. In consideration of this land development, the City requires public facilities and improvements to be designed, extended, installed, constructed, dedicated and conveyed as part of the land development review and construction process. Public facilities and improvements are those improvements to property which, after being constructed by the Owner and accepted by the City, shall be maintained by the City or another public entity. Generally, the required public facilities and improvements and their plan and review process, design criteria, construction standards, dedication, conveyance, cost recovery and reimbursement, assurances and guaranties, and special and specific provisions are addressed in Chapter 7, Article 7 of the City Code (the "Subdivision Code"). Public facilities and improvements include but are not necessarily limited to: 1.) Utility facilities and extensions for water, wastewater, fire hydrants, electric, gas, streetlights, telephone and telecommunications (For water, wastewater, gas and electric utility service, refer to Chapter 12 of the City Code and Section VI. "Utilities Services" and Section VII. "Water Rights" of this Agreement.); 2.) Streets, alleys, traffic control, sidewalks, curbs and gutters, trails and bicycle paths; 3.) Drainage facilities for the best management practice to control, retain, detain and convey flood and surface waters; 4.) Arterial roadway bridges; 5.) Parks; 6.) Schools; and 7.) Other facilities and improvements warranted by a specific land development proposal.

It is understood that all public facilities and improvements shall be subject to the provisions of the Chapter 7, Article 7 of the City Subdivision Code, unless otherwise specifically provided for under the terms and provisions of this Agreement. Those specifically modified public facilities and improvements provisions are as follows:

B. Streets, Bridge and Traffic Control. Unless agreed to elsewhere in this Agreement the Owner agrees to construct, at the Owner' expense, those street, bridge and/or traffic improvements adjacent to or within the Property. These improvements shall also include mutually acceptable dedications of right-of-way and easements, and extension of streets and right-of-way. The provisions of City Code §§ 7.7.706 (Reimbursements) and 7.7.1001-1006 (Arterial Roadway Bridges) are excluded. City participation or reimbursement for Arterial Streets and Arterial Bridges within the Property will not be allowed.

1. On-Site or Adjacent Streets
 - a. Woodmen Court: Through the review of the hillside concept plan, it has been determined that sidewalk on one side of the new extension of Woodmen Court is an acceptable design with the condition that the Owner work with City Traffic Engineering to install share the road signage on the existing connection to Woodmen Court where no sidewalk exists. The share the road signage should be shown on the final design and construction set for the road.
2. Off-Site Streets and Bridges: Not Applicable.
3. Traffic Control Devices. Owner shall pay for installation of traffic and street signs, striping, and traffic control devices, and permanent barriers, together with all associated conduit for all streets within or contiguous to the Property as determined necessary by the City and in accord with uniformly applied criteria set forth by the City. Traffic signals will be installed only after the intersection warrants signals, as outlined in the Manual on Uniform Traffic Control Devices in use at the time or another nationally accepted standard. Once the intersection meets the outlined criteria, the City will notify the Owner in writing and the Owner will install the traffic signal within one hundred eighty (180) days after receipt of that notice. The Owner will be responsible for all components of the traffic signal, except the City will supply the controller equipment and cabinet (Owner will reimburse the City for its reasonable costs of the equipment and cabinet).
- C. Drainage. A Master Development Drainage Plan shall be prepared and submitted by the Owner to the City and approved by the City Engineer. Final Drainage Reports and Plans shall be prepared and submitted by the Owner to the City and approved by the City Engineer, prior to recording subdivision plats. Owner shall comply with all drainage criteria, standards, policies and ordinances in effect at the time of development, including but not limited to the payment of any drainage, arterial bridge and detention pond fees and the reimbursement for drainage facilities constructed. The Owner shall provide water quality for all developed areas; to be owned and maintained by the Owner. Owner shall be responsible for conformance with the Dry Creek Drainage Basin Planning Study. The Dry Creek Drainage Basin is a closed basin.
- D. Parks: Future residential units are subject to standard parks fees prior to building permit.
- E. Schools: Future residential units are subject to standard school fees prior to building permit.
- F. Improvements Adjacent to Park and School Lands. Streets and other required public improvements adjacent to park and school lands dedicated within the Property will be built by the Owner without reimbursement by the City or the School District.

VI.
UTILITY SERVICES

- A. Colorado Springs Utilities' (CSU) Services: CSU's water, non-potable water, wastewater, electric, streetlight, and gas services ("Utility Service" or together as "Utility Services") are available to eligible customers upon connection to CSU's facilities or utility systems on a "first-come, first-served" basis, provided that (among other things) the City and CSU determine that the applicant meets all applicable City ordinances and regulations, and applicable CSU tariff requirements and regulations for each application for Utility Service. In addition, the availability of Utility Services is contingent upon the terms detailed herein and the dedication of public rights-of-way, private rights-of-way, or easements that CSU determines are required for the extension of

any proposed Utility Service from CSU system facilities that currently exist or that may exist at the time of the proposed extension.

Owners shall ensure that the connection and/or extension of Utility Services to the Property are in accord with all codes and regulations in effect at the time of Utility Service connection and/or extension, including but not limited to CSU's tariffs, rules, and policies, City ordinances, resolutions, and policies, and Pikes Peak Regional Building Department codes. Further, as specified herein below, Owners acknowledge responsibility for the costs of any extensions or utility system improvements that are necessary to provide Utility Services to the Property or to ensure timely development of integrated utility systems serving the Property and areas outside the Property as determined by CSU.

CSU's connection requirements may require the Owners to provide a bond(s) or Letter of Credit, and to execute a Revenue Guarantee Contract or other CSU-approved guarantee for the extension of any Utility Service before CSU authorizes the extension of Utility Services and/or other utility systems improvements, and/or any request for service connection to the Property by Owners. Owners acknowledge that such connection requirements shall include Owners' payment of all applicable development charges, recovery-agreement charges, advance recovery-agreement charges, aid-to-construction charges and other fees or charges applicable to the requested Utility Service, and any costs CSU incurs to acquire additional service territory for the Utility Service to be provided, including those costs specified in paragraph C below. Because recovery agreement charges, advance recovery-agreement charges, and aid-to-construction charges may vary over time and by location, Owners are responsible for contacting CSU's Customer Contract Administration at (719) 668-8111 to ascertain which fees or charges apply to the Property.

Owners acknowledge that annexation of the Property does not imply a guarantee of water supply, wastewater treatment system capacity, or any other Utility Service supply or capacity, and CSU does not guarantee Utility Service to the Property until such time as permanent service is initiated. Accordingly, no specific allocations or amounts of Utility Services, facilities, capacities or supplies are reserved for the Property or Owners upon annexation, and the City and CSU make no commitments as to the availability of any Utility Service at any time in the future.

B. Dedications and Easements: Notwithstanding anything contained in Section XI. of this Agreement to the contrary, Owners, at Owners' sole cost and expense, shall dedicate by plat and/or convey by recorded document, all property (real and personal) and easements that CSU, in its sole discretion, determines are required for all utility-system facilities necessary to serve the Property or to ensure development of an integrated utility system, including but not limited to, any access roads, gas regulation or electric substation sites, electric transmission and distribution facilities, water storage reservoir/facility sites, and wastewater or water pump station sites. CSU, in its sole discretion, shall determine the location and size of all property necessary to be dedicated or otherwise conveyed.

Owners shall provide CSU all written, executed conveyances prior to platting or prior to the development of the Property as determined by CSU in its sole discretion. Owners shall pay all fees and costs applicable to and/or associated with the platting of the real property to be dedicated to the City, and all fees and costs associated with the conveyance of real property interests by plat or by separate instrument, including but not limited to, Phase 1 and Phase 2 environmental assessments, 'closing' costs, title policy fees, and recording fees for any deeds, permanent or temporary easement documents, or other required documents. Dedicated and/or deeded properties and easements are not, and shall not be, subject to refund or reimbursement and shall be deeded or

dedicated to the City free and clear of any liens or encumbrances, with good and marketable title and otherwise in compliance with City Code § 7.7.1802.

Further, all dedications and conveyances of real property must comply with the City Code, the City Charter, and any applicable CSU policies and procedures, and shall be subject to CSU's environmental review. Neither the City nor CSU has any obligation to accept any real property interests. All easements by separate instrument shall be conveyed using CSU's then-current Permanent Easement Agreement form without modification.

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

C. Extension of Utility Facilities by CSU: Subject to the provisions of this Article, including sections A and B above, and all applicable CSU tariffs, rules, regulations, and standards, CSU will extend electric and gas service to the Property if CSU, in its sole discretion, determines that there will be no adverse effect to any Utility Service or utility easement. Owners shall cooperate with CSU to ensure that any extension of gas or electric facilities to serve the Property will be in accord with CSU's Line Extension and Service Standards.

1. Natural Gas Facilities: If prior to annexation any portion of the Property is located outside CSU' gas service territory, then upon annexation, CSU will acquire the gas service territory within the Property from the then-current gas service provider. Accordingly, Owners shall be solely responsible for all costs and expenses, including but not limited to attorneys' fees, that CSU incurs due to any Colorado Public Utilities Commission ("CPUC") filings made or arising from annexation of the Property. Owners shall support and make any CPUC filings necessary to support CSU's filings to the CPUC.
2. Electric Facilities: CSU, in its sole discretion, may require Owners to enter into a Revenue Guarantee Contract for the extension of any electric service or facilities, including any necessary electric transmission or substation facilities. If any portion of the Property is located outside CSU's electric service territory, then upon annexation, CSU will acquire the electric service territory within the Property that is not served by CSU from the then-current electric service provider in accord with C.R.S. §§ 40-9.5-201 *et seq.*, or 31-15-707, and Owners shall be solely responsible for all costs and fees, including but not limited to attorneys' fees, that CSU incurs as a result of or associated with the acquisition of such electric service territory. Accordingly, Owners agree to pay the then-current electric service provider, directly, for the costs associated with CSU's acquisition of the electric service territory as specified in C.R.S. §§ 40-9.5-204 (1) (a) and 40-9.5-204 (1) (b) within 30 days of receipt of an invoice for such costs. Owners also agree to pay CSU for the costs associated with CSU's acquisition of the electric service territory as specified in C.R.S. §§ 40-9.5-204 (1) (c) and 40-9.5-204 (1) (d) within 30 days of receipt of an invoice for such costs.

Further, Owners acknowledge sole responsibility for the costs that CSU incurs in the conversion of any overhead electric lines to underground service and the removal of any existing electric distribution facilities (overhead or underground) that were previously installed by the then-current electric service provider. These costs shall be paid by Owners concurrent with the execution of a contract between the Owners and

the electric service provider that obligates Owners to reimburse the electric service provider for such conversion or removal of existing electrical facilities.

3. Water and Wastewater Facilities by CSU: The Owners shall pay any advance recovery-agreement charges, recovery-agreement charges, or other fees or charges that are not currently approved by CSU for the Property, but which may become applicable as a result of any on-site or off-site water or wastewater system facilities that CSU or other developers may design and construct in order to ensure an integrated water or wastewater system supplying the Property. Additionally, the Owners shall be subject to cost recovery for the engineering, materials and installation costs incurred by CSU in its design, construction, upgrade or improvement of any water pump stations, water suction storage facilities, water transmission and distribution pipelines, or other water system facilities and appurtenances and any wastewater pump stations or treatment facilities, wastewater pipeline facilities, or other wastewater collection facilities and appurtenances that CSU, in its sole discretion, determines are necessary to serve the Property.

D. Water and Wastewater System Extensions by Owners: Owners must extend, design, and construct all potable and non-potable water system facilities and appurtenances, and all wastewater collection system facilities, wastewater pump stations, and any water or wastewater service lines to and within the Property at Owners' sole cost and expense in accord with all applicable CSU tariffs, rules, regulations, including CSU's Line Extension and Service Standards, and all City ordinances and regulations in effect at the time of each specific request for water or wastewater service. Consistent with City Code 7.7.1102 (B), Owners shall complete the design, installation and obtain preliminary acceptance of such utility facilities prior to CSU's approval of Owners' water and wastewater service requests.

Owners shall be solely responsible for all costs and fees associated with engineering, materials, and installation of all water system facilities and appurtenances, and all wastewater collection facilities and appurtenances, whether on-site or off-site, that are necessary to serve the Property or to ensure development of an integrated water or wastewater system serving the Property and areas outside the Property as determined by CSU. Further, Owners acknowledge that CSU may require that such water or wastewater system facilities be larger than necessary to serve the Property itself, and may require the Owners to participate with other development projects on a fair-share, pro rata basis in any necessary off-site system facilities improvements.

The plans, specifications and construction of the water facilities and appurtenances, and the wastewater facilities and appurtenances are each subject to CSU's inspection and written acceptance, and CSU shall make the final determination as to the size, location, point(s) of connection and the required appurtenances of the system facilities to be constructed. No work shall commence on any proposed water or wastewater extension facilities until CSU provides written approval of Owners' water or wastewater construction plans and copies of such approved plans are received by CSU. Owners may only connect newly-constructed facilities to CSU's existing water or wastewater system upon CSU's inspection and written acceptance of such facilities.

As part of any development plan submittal for the Property, Owners acknowledge that a Preliminary Utility Plan, Wastewater Master Facility Plan or Report, Hydraulic Grade Line Request Form, and Hydraulic Analysis Report (as determined by CSU) are required and must be completed and approved by CSU.

The water distribution system facilities must meet CSU's criteria for quality, reliability and pressure. The water distribution system shall ensure capacity, pressure and system reliability for both partially completed and fully completed conditions and the static pressure of the water distribution system shall be a minimum of 60 psi.

Also, to ensure the protection of public health and to maintain compliance with state regulatory requirements, the detailed plans for all customer-owned, non-potable water distribution systems, including irrigation systems, must be approved by CSU.

Further, Owners recognize that the extension of water system facilities may affect the quality of water in CSU's water system. Consequently, Owners acknowledge responsibility for any costs that CSU, in its sole discretion, determines necessary to incur in order to maintain water quality in its system as a result of Owners' water system extensions, including but not limited to, the cost of any lost water, materials and labor from pipeline-flushing maintenance activities, temporary pipeline loop extensions, or other appurtenances and measures that CSU determines are necessary to minimize pipeline flushing and to maintain water quality (Water-quality Maintenance Costs). Owners shall reimburse CSU for such Water-quality Maintenance Costs within thirty (30) days of receipt of an invoice for such costs.

E. Limitation of Applicability: The provisions of this Agreement set forth the requirements of the City and CSU in effect at the time of the annexation of the Property. These provisions shall not be construed as a limitation upon the authority of the City or CSU to adopt different ordinances, rules, regulations, resolutions, policies or codes which change any of the provisions set forth in this Agreement so long as these apply to the City generally and are in accord with the then-current tariffs, rates, regulations and policies of CSU. Subject to the provisions of the Article of this Agreement that is labeled "WATER RIGHTS", CSU's tariffs, policies, and/or contract agreements, as may be modified from time to time, shall govern the use of all Utilities Services, including but not limited to, groundwater and non-potable water for irrigation use by the Owners for the Owners' exclusive use.

F. Southeastern Colorado Water Conservancy District: Notice is hereby provided that upon annexation the Property is subject to subsequent inclusion into the boundaries of the Southeastern Colorado Water Conservancy District ("District") pursuant to C.R.S. § 37-45-136 (3.6) as may be amended, and the rules and procedures of the District and shall be subject thereafter to a property tax mill levy for the purposes of meeting the financial obligations of the District. The Owner acknowledges that water service for the Property will not be made available by CSU until such time as the Property is formally included within the boundaries of the District. District inclusion requires consent by the Bureau of Reclamation ("Reclamation"). The Owner shall be responsible for taking all actions necessary for inclusion of the Property into the boundaries of the District, including but not limited to, any action required to obtain Reclamation's consent to include the Property into the District.

VII. WATER RIGHTS

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

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

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

Upon annexation of the Property, any wells or groundwater developed by Owners prior to annexation will become subject to CSU's applicable tariffs, Rules and Regulations, and rates as amended in the future. Owners' uses of groundwater shall be subject to approval by the City and CSU, and shall be consistent with CSU's standards, tariffs, policies, and the City's ordinances, resolutions and policies for the use of groundwater now in effect or as amended in the future. No commingling of well and City water supply will be permitted.

VIII.
FIRE PROTECTION

The Owner acknowledges that the Property is located within the boundaries of the Woodmen Valley Fire Protection District (the "Fire District") and is subject to property taxes payable to the Fire District for its services. The Owner further acknowledges that, after annexation of the Property to the City, the Property will continue to remain within the boundaries of the Fire District until such time as the Property is excluded from the boundaries of the Fire District. After annexation of the Property to the City, fire protection services will be provided by the City through its Fire Department and by the Fire District unless and until the Property is excluded from the Fire District. After annexation, the Property will be assessed property taxes payable to both the City and the Fire District until such time as the Property is excluded from the boundaries of the Fire District.

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

IX.
FIRE PROTECTION FEE

The Owners agree to pay a fee of \$1,631 per gross acre of the entire annexed area as their share of the capital cost of a new fire station and the initial apparatus purchase required to service this annexation as well as adjacent areas of future annexation. Fee payment for the gross acreage of each phase of development shall be made prior to issuance of the initial subdivision plat for that phase. When land purchase and construction of the Fire station and acquisition of the apparatus required to service this annexation are imminent, the City shall notify Owners in writing that payment of the Fire Protection Fee required by this Agreement is due in full. Owners shall have 60 days to make arrangements to pay the Fire Protection Fees due on the remaining gross acreage of the annexed Property for which the fee has not previously been paid at platting. The fee shall be subject to a yearly escalation factor, as determined by the City, equal to the increase

in the City of Colorado Springs Construction Index from the date of this agreement. The City agrees as future annexations occur within the service area of the proposed fire station the owners of future annexations will be required to pay a per-acre fee to the City for the capital improvements to the fire station.

X.
POLICE SERVICE FEE

The Owner agrees to pay a fee of \$670.00 per gross acre of the entire annexed area as Owner's share of the capital cost of a new police station and the initial equipment purchase required to service this annexation as well as adjacent areas of future annexation. Fee payment for the gross acreage of each phase of development shall be made prior to issuance of the initial subdivision plat for that phase. When land purchase and construction of the police station and acquisition of the equipment required to service this annexation is imminent, the City shall notify Owner in writing that payment of the Police Service Fee required by this Agreement is due in full. Owner shall have 60 days to make arrangements to pay the Police Service Fees due on the remaining gross acreage of the annexed Property for which the fee has not previously been paid at platting. The fee shall be subject to a yearly escalation factor equal to the increase in the City of Colorado Springs Construction Index from the date of this Agreement. The City agrees as future annexations occur within the service area of the proposed police station the owners of future annexations will be required to pay a per-acre fee to the City for the capital improvements to the police station.

XI.
PUBLIC LAND DEDICATION

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

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

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

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

XII.
SPECIAL PROVISIONS

(This section may not apply, depending upon specific locations and special provisions such as airport concerns, METEX, overlapping special districts, etc. To be removed if not needed.)

XIII.
ORDINANCE COMPLIANCE

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

XIV.
ASSIGNS AND DEED OF TRUST HOLDERS

Where as used in this Agreement, the term "the Owners" or "Property Owners," shall also mean any of the heirs, executors, personal representatives, transferees, or assigns of the Owners and all these parties shall have the right to enforce and be enforced under the terms of this Agreement as if they were the original parties hereto. Except as otherwise provided in the Articles of this Agreement that are labeled "UTILITIES SERVICES" and "WATER RIGHTS", rights to specific refunds or payments contained in this Agreement shall always be to the Owners unless specifically assigned to another person.

By executing this Agreement, the deed of trust holder agrees that: (1) should it become owner of the Property through foreclosure or otherwise that it will be bound by the terms and conditions of this Agreement to the same extent as Owner; and (2) should it become owner of the Property, any provisions in its deed of trust or other agreements pertaining to the Property in conflict with this Agreement shall be subordinate to and superseded by the provisions of this Agreement. *(OR, THE FOLLOWING IS TO BE INSERTED IF THERE ARE NO DEED OF TRUST HOLDERS: Owners affirmatively state that there exist no outstanding deeds of trust or other similar liens or encumbrances against the Property).*

XV.
RECORDING

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

XVI.
AMENDMENTS

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

Any amendment shall be recorded in the records of El Paso County, shall be a covenant running with the land, and shall be binding on all persons or entities presently possessing or later acquiring an interest in the property subject to the amendment unless otherwise specified in the amendment."

XVII.
HEADINGS

The headings set forth in the Agreement for the different sections of the Agreement are for reference only and shall not be construed as an enlargement or abridgement of the language of the Agreement.

XVIII.
DEFAULT AND REMEDIES

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

XIX.
GENERAL

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

XX.
SEVERABILITY

If any provision of this Agreement is for any reason and to any extent held to be invalid or unenforceable, then neither the remainder of the document nor the application of the provisions to other entities, persons or circumstances shall be affected.

DRAFT

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

CITY OF COLORADO SPRINGS

BY: _____
Keith King, President of City Council

ATTEST:

BY: _____
Sarah B. Johnson, City Clerk

APPROVED AS TO FORM:

BY: _____
Wynetta Massey, City Attorney

DRAFT

PROPERTY OWNER:

(Owner)

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ ,
by _____ as Owner(s).

Witness my hand and notarial seal.

My commission expires: _____

Notary Public
Address: _____

EXHIBIT A
LEGAL DESCRIPTION

DRAFT

EXHIBIT B

SPECIAL WARRANTY DEED AND IRREVOCABLE CONSENT
TO THE APPROPRIATION, WITHDRAWAL AND USE OF GROUNDWATER
_____ Annexation

(Owner) ("Grantor(s)"), whose address is _____, in consideration of the benefits received pursuant to the _____ Annexation Agreement dated _____ ("Annexation Agreement"), which is executed by Grantor(s) concurrently with this Special Warranty Deed, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, sell and convey to the City of Colorado Springs, Colorado ("Grantee"), whose address is 30 S. Nevada Avenue, Colorado Springs, CO 80903, all right, title, and interest in any and all groundwater underlying or appurtenant to and used upon the property described in Exhibit A ("Property") and any and all other water rights appurtenant to the Property collectively referred to as the "Water Rights", together with the sole and exclusive right to use the Water Rights and all rights of ingress and egress required by the Grantee to appropriate, withdraw and use the Water Rights; and Grantor(s) warrants title to the same against all claims arising by, through, or under said Grantor(s). The Water Rights include but are not limited to those described in Exhibit B.

Furthermore, pursuant to C.R.S. § 37-90-137(4) as now exists or may later be amended, Grantor(s), on behalf of Grantor(s) and any and all successors in title, hereby irrevocably consent in perpetuity to the appropriation, withdrawal and use by Grantee of all groundwater underlying or appurtenant to and used upon the Property.

This Special Warranty Deed and the consent granted herein shall be effective upon the date of the City of Colorado Springs-City Council's final approval of the Annexation Agreement.

Executed this _____ day of _____, 20__.

GRANTOR(s):

(Owner)

By:

Name: _____

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, Grantor.

Witness my hand and official seal.

My Commission Expires:

(SEAL)

Notary Public

DRAFT

Accepted by the City of Colorado Springs

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

By: _____ this _____ day of _____, 20##

Approved as to Form:

By: _____ Date: _____
City Attorney's Office

DRAFT

Exhibit A

LEGAL DESCRIPTION

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

(provide legal description signed and stamped by Professional Licensed Surveyor)

DRAFT

Exhibit B

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

Decreed Groundwater Rights

Case No.

Court:

Source:

Amount:

Date of Decree:

Name of Owner:

Permitted Groundwater

Permit No.

Date of Permit:

Source:

Amount:

Name of Owner:

Legal Description of Well or other structure:

Surface Water Rights

Name of Water Right:

Case No.

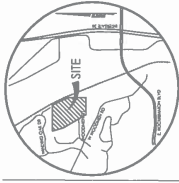
Court:

Source:

Amount:

Date of Decree:

Name of Owner:



VICINITY MAP
 NOT TO SCALE



SCALE 1"=60', 1/4"=150'



REVISIONS

DESIGNED BY CCC
 IN CHARGE
 CHECKED BY
 APPROVED BY
 DATE 08/15/13

DUSTY HILLS

CPI-1
 CONCEPT PLAN

PROJECT # 51298
 DRAWING # -CP-PS

OCTOBER 30, 2014
 SHEET 2 OF 2



CPC PUP 14-00064

FIGURE 5