
NEW BUSINESS CALENDAR

CITY PLANNING COMMISSION AGENDA

ITEM NOS: 4.A-4.C

STAFF: MEGGAN HERINGTON

FILE NO(S):
CPC A 14-00010 – LEGISLATIVE
CPC ZC 14-00011 – LEGISLATIVE
CPC CP 14-00012 – QUASI-JUDICIAL

PROJECT: DUBLIN TOWNE CENTRE ANNEXATION

APPLICANT: DREXEL, BARRELL & CO.

OWNER: DUBLIN TOWNE CENTRE, LLC



PROJECT SUMMARY:

1. Project Description: This project includes concurrent applications for annexation, zoning, and a concept plan for 8.66 acres located at the southeast corner of Marksheffel Road and Dublin Boulevard.

Zoning will establish a C-5/AO (Intermediate Business with Airport Overlay) zone for the property. The associated concept plan illustrates six potential commercial pad sites ranging in size from 0.7 acres to 1.1 acres. A new public road along with private road access is also illustrated. **(FIGURE 1)**

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

BACKGROUND:

1. Site Address: The site is currently addressed as 6465 Marksheffel Road.
2. Existing Zoning/Land Use: The property is currently in unincorporated El Paso County. A rural residential land use is assigned to the property and there is an existing mobile home.
3. Surrounding Zoning/Land Use:
North: PUD/Banning Lewis Ranch, Single-Family and PBC (Future Commercial)
South: Unincorporated El Paso County/Mobile Home
East: Unincorporated El Paso County/Single-Family
West: PUD/Single-Family
4. Comprehensive Plan/Designated 2020 Land Use: There is no 2020 Land Use designation because it is not yet within 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: There is an existing mobile home on the property and no significant vegetation.

STAKEHOLDER PROCESS AND INVOLVEMENT:

The public process included posting the site and sending postcards to 103 property owners within 500 feet. One email was received by an adjacent property owner concerned if a future use would be a gas station. No other comments were received.

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 Colorado Springs Airport.

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

1. Review Criteria / Design & Development Issues:

Annexation

The request is to annex the property into the municipal limits of the City of Colorado Springs and develop commercial pad sites. The 8.66 acres is part of the enclave known informally as Toy Ranches, and contiguous on two sides to the municipal limits of the City of Colorado Springs. Therefore, the property is eligible for annexation. Because the property is less than ten acres, there is no master plan requirement, only annexation, zoning and concept plan. A development plan will be required in the future for the new structures.

A Fiscal Impact Analysis (FIA) is required for all annexation requests and is completed by the City Budget Office. The FIA was completed on June 15, 2014. The FIA states that there are minimal identifiable marginal costs of providing services to this development, as the surrounding infrastructure and roadways are already being maintained by the City as they fall within the service area of surrounding parcels. The result of the FIA is a positive cumulative cash flow for the City during the 10-year timeframe. **(FIGURE 3)**

The draft annexation agreement is attached as **FIGURE 4**. Because the property is adjacent to a fast growing part of the City, and the infrastructure is developing, there are a number of off-site requirements outlined in the agreement including right-of-way dedications and improvements to Dublin Boulevard to facilitate a new intersection of Mountain Dale Drive. There is also a cost recovery filed for Dublin Boulevard that will need to be paid with future platting, as well as traffic signal contributions. The standard Police and Fire service fees will be collected.

C-5/AO Zoning

The zoning request is to zone the 8.66-acre property C-5/AO (Intermediate Business with Airport Overlay). This will allow future development of any allowed or conditional uses in this district including a mix of commercial as well as multi-family. There is a ten-acre PBC (Planned Business Center) property at the northwest corner of Dublin Boulevard and Marksheffel Road, and significant residential development in the area. It is appropriate to establish a commercial node to serve the abundant residential development growing in the area. The proposed zone also fosters a mix of land uses, brings neighborhood services to the area, and is in conformance with the review criteria for zone changes found in City Code Section 7.5.603.

Concept Plan

The concept plan illustrates six future commercial pad sites ranging in size from 0.7 acres to 1.1 acres. There is a large gas easement that runs along the eastern boundary of the site that is designated as a 1.3 acre landscape and buffer tract that provides an excellent buffer to the large rural properties to the east. There is also a proposed north-south public road. This road will temporarily dead-end at the southern property line and will be extended south as other properties annex. Currently, there are three properties directly south that are beginning the annexation process and will have access to Dublin Boulevard via this new public road named Mountain Dale Drive.

City Code Section 7.5.501 outlines the requirements and review criteria for a concept plan. The concept plan document is not required to show specific landscaping, screening and buffering, lighting or other site design aspects. That type of detail is specific to a development plan. Any future request for building permits will require the submission of a development plan, which will be reviewed administratively per City Code Section 7.5.502.

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, property will be included on the map as a continuation of the “Community Activity Center” that is shown on adjacent city properties at this corner.

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.

Strategy LU 203a: Locate the Places that People Use for Their Daily Needs and Activities Close to Each Other

Group and link the places used for living, working, shopping, schooling, and recreating and make them accessible by transit, bicycle, and foot, as well as by car.

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 3: Develop A Mix of Interdependent, Compatible, and Mutually Supportive Land Uses.

Over the past several decades, the location and design of development have created a pattern of isolated, disconnected, single-purpose land uses. An alternative to this type of land use pattern is one that integrates multiple uses, shortens and reduces automobile trips, promotes pedestrian and bicycling accessibility, decreases infrastructure and housing costs, and in general, can be provided with urban services in a more cost-effective manner.

Policy LU 301: Promote a Mixed Land Use Pattern

Promote development that is characterized by a mix of mutually supportive and integrated residential and non-residential land uses, and a network of interconnected streets with good pedestrian and bicycle access and connections to transit.

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 Dublin Towne Centre 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.: 4.A CPC A 14-00010 – ANNEXATION

Approve the Dublin Towne Centre 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.
2. The inclusion into the Southeastern Colorado Water Conservancy district shall be completed prior to recordation of the annexation plat.

ITEM NO.: 4.B CPC ZC 14-00011 – ESTABLISHMENT OF THE C-5 ZONE

Approve the establishment of the C-5/AO (Intermediate Business with Airport Overlay) 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).

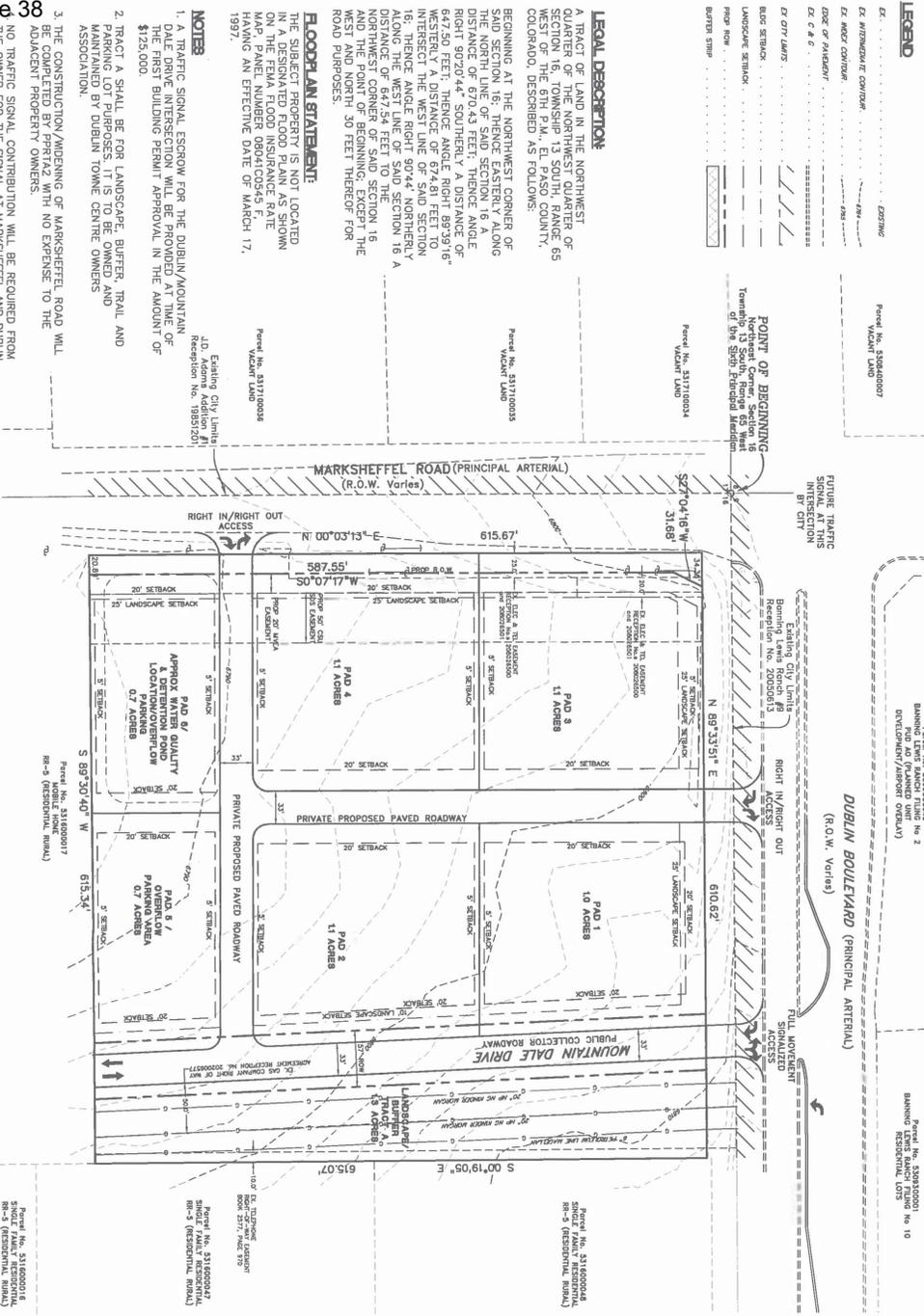
ITEM NO. : 4.C CPC CP 14-00012 – DUBLIN TOWNE CENTRE CONCEPT PLAN

Approve the Dublin Towne Centre Concept Plan based upon the findings that the concept plan meets the review criteria for concept plans as set forth in City Code Section 7.5.501 with the following Technical Modifications:

1. Add AO (Airport Overlay) to the zoning information.
 2. Graphically add the location of the wastewater main.
 3. Add a note to the concept plan that states "Dublin Towne Centre is subject to a cost recovery agreement for Dublin Boulevard as required in the annexation agreement."
 4. Dimension the 20-foot wide segment of right-of-way to be dedicated to the City on the western edge of the property.
 5. Call out the correct width of the collector road to include on-street parking on one side.
-

DUBLIN TOWNE CENTRE CONCEPT PLAN

6465 N. MARKSHEFFEL ROAD COLORADO SPRINGS, COLORADO



SITE DATA:

PROPOSED LOT AREA: 8.66 ACRES
 ZONING: EXISTING - RR-5 (RESIDENTIAL RURAL - COUNTY)
 PROPOSED - C-5 (INTERMEDIATE BUSINESS)
 PROPOSED LAND USE: COMMERCIAL / MFR
 MAXIMUM IMPERVIOUS COVERAGE: 90%
 ADDRESS: 6465 N. MARKSHEFFEL RD., COLORADO SPRINGS, CO 80917
 TAX SCHEDULE #: 53160-00-014
 MAXIMUM BUILDING HEIGHT: 45 FT
 MAXIMUM COMMERCIAL SQUARE FOOTAGE: 15,000 SF / PAD
 MINIMUM BUILDING SETBACKS REQUIRED:
 - 20 FT (FRONT)
 - 5 FT (SIDE)
 - 20 FT (REAR)
 - WHEN ADJACENT TO A RESIDENTIAL ZONE, THE SETBACK WILL BE THE SAME AS THE RESIDENTIAL ZONE
 PARKING SPACES REQUIRED: 300 SPACES
 COMMERCIAL: (1:200)
 HANDICAP SPACES: (1:25) 7 SPACES

LANDSCAPE SETBACKS REQUIRED:

DUBLIN BLVD (MAJOR ARTERIAL) 25 FT
 MARKSHEFFEL RD (MAJOR ARTERIAL) 25 FT
 MINOR ARTERIAL 20 FT
 NON-ARTERIAL RD 10 FT

CURRENT OWNER/APPLICANT:

DUBLIN TOWNE CENTRE, LLC
 6465 N. MARKSHEFFEL ROAD
 COLORADO SPRINGS, CO 80960-0069
 TEL: (719) 475-7474

REZONE NOTE:

THE EXISTING LOT IS ZONED RR-5 (EL PASO COUNTY) AND IS PROPOSED TO BE REZONED AS C-5 (CITY OF COLORADO SPRINGS)

PHASING:

UNKNOWN. CONCEPT PLAN IS NOT FOR PRELIMINARY PLATTING PURPOSES.

LEGAL DESCRIPTION:
 A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 61N, RANGE 11E, SOUTH COUNTY, COLORADO, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 61N, RANGE 11E, A LONG DISTANCE OF 670.43 FEET; THENCE ANGLE RIGHT 90°04'44" SOUTHERLY A DISTANCE OF 667.50 FEET; THENCE ANGLE RIGHT 89°39'16" WESTERLY A DISTANCE OF 667.50 FEET; THENCE ANGLE RIGHT 90°44' NORTHERLY INTERSECT THE WEST LINE OF SAID SECTION 16, THENCE ANGLE RIGHT 90°44' NORTHERLY A DISTANCE OF 667.54 FEET TO THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 61N, RANGE 11E, AND THE POINT OF BEGINNING, EXCEPT THE WEST AND NORTH 30 FEET THEREOF FOR ROAD PURPOSES.

FLOODPLAIN STATEMENT:
 THE SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP, PANEL NUMBER 0904100945 F, HAVING AN EFFECTIVE DATE OF MARCH 17, 1997.

NOTES:
 1. A TRAFFIC SIGNAL ESCROW FOR THE DUBLIN/MOUNTAIN DALE DRIVE INTERSECTION WILL BE PROVIDED AT TIME OF THE FIRST BUILDING PERMIT APPROVAL IN THE AMOUNT OF \$125,000.
 2. TRACT A SHALL BE FOR LANDSCAPE, BUFFER, TRAIL AND PARKING LOT PURPOSES. IT IS TO BE OWNED AND ASSOCIATION BY DUBLIN TOWNE CENTRE OWNERS.
 3. THE CONSTRUCTION/WIDENING OF MARKSHEFFEL ROAD WILL BE COMPLETED BY PRIVATE WITH NO EXPENSE TO THE ADJACENT PROPERTY OWNERS.
 NO TRAFFIC SIGNAL CONTRIBUTION WILL BE REQUIRED FROM THE OWNER FOR THE SIGNAL AT MARKSHEFFEL AND DUBLIN, AN EASEMENT FOR THE STORMWATER QUALITY POND IN THE SOUTHWEST CORNER OF THE SITE WILL BE PROVIDED AT THE TIME OF THE FIRST FINAL PLAT ON THE SITE.

LEGEND:
 EX. 1. WITHIN-ROADWAY CONTRIB.
 EX. 2. ADJ. CONTRIB.
 EX. 3. C & C.
 EX. 4. CITY LANE.
 EX. 5. BACKSET.
 EX. 6. LANDSCAPE SETBACK.
 EX. 7. ROAD ROW.
 EX. 8. FRONT STRIP.

ISSUE DATE: 07/07/14
REVISION DATE: 09/09/14
DESIGNED BY: GCL
DRAWN BY: GCL
CHECKED BY: TUD
FILE NAME: 2013-01-01

DUBLIN TOWNE CENTRE CONCEPT PLAN
 6465 N. MARKSHEFFEL ROAD
 COLORADO SPRINGS, COLORADO

PREPARED BY:
DREYER, BARRELL & CO.
 1500 SOUTH WASHINGTON
 COLORADO SPRINGS, CO 80905
 PHONE: (719) 520-1111
 FAX: (719) 520-1112
 WWW.DREYERBARRELL.COM

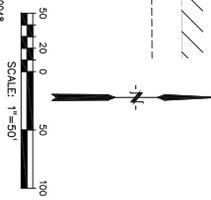
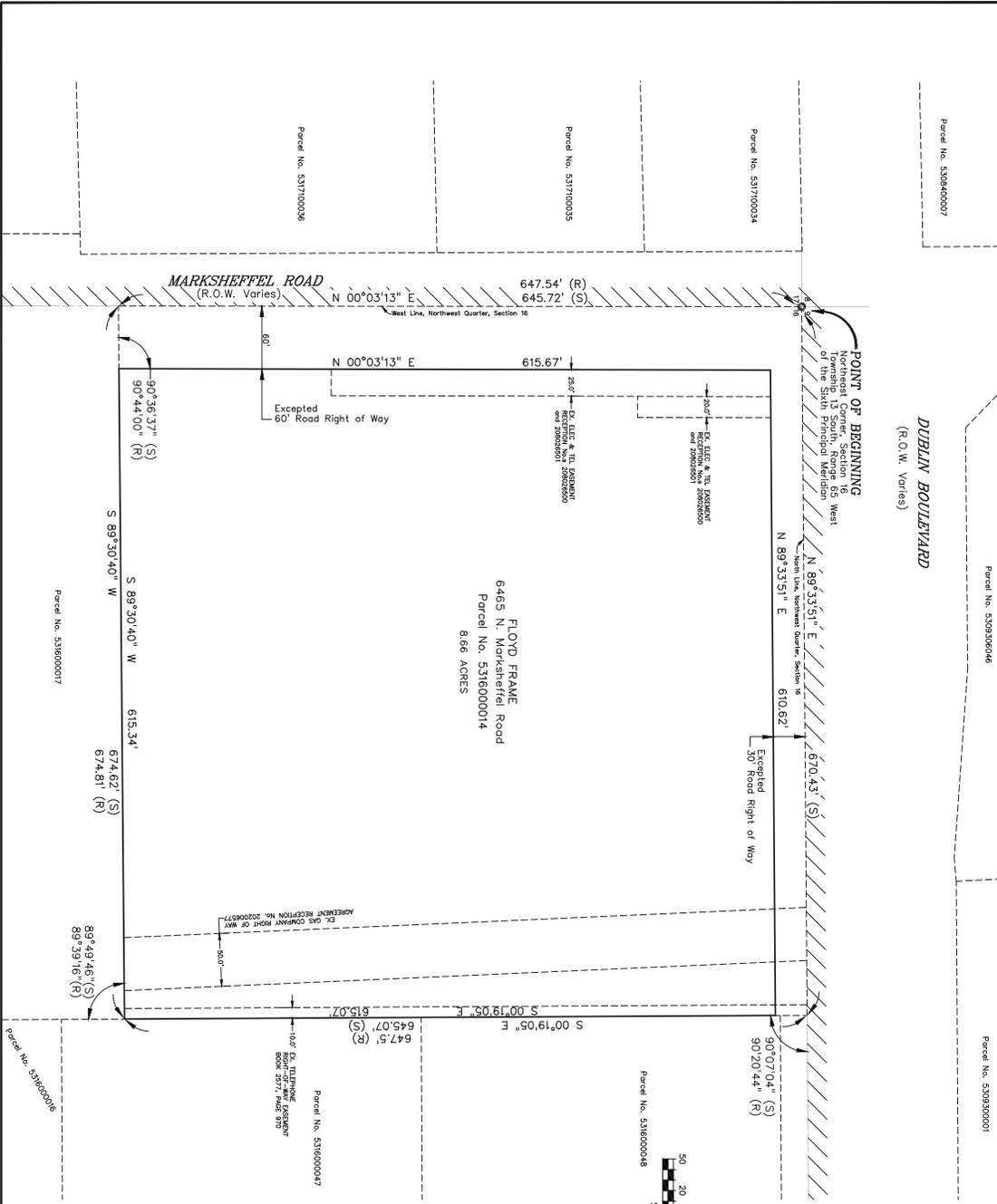
CLIENT:
DUBLIN TOWNE CENTRE, LLC
 6465 N. MARKSHEFFEL ROAD
 COLORADO SPRINGS, CO 80960
 CONTACT: ROBERT C. BIRBA

PROJECT NO. 2013-01-01
 DRAWING NO. CP1
 SHEET: 1 OF 1

REVISIONS:
 1. REVISION 1 - 07/07/14
 2. REVISION 2 - 09/09/14

DUBLIN TOWNE CENTRE ZONE CHANGE EXHIBIT

A PORTION OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE SIXTH P.M.
 TO THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO



LEGAL DESCRIPTION:
 A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 15 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 16; THENCE EASTLY ALONG THE NORTH LINE OF SAID SECTION 16 A DISTANCE OF 615.67 FEET; THENCE SOUTHERLY AND RIGHT ANGLE A DISTANCE OF 615.67 FEET; THENCE SOUTHERLY AND RIGHT ANGLE A DISTANCE OF 674.81 FEET TO INTERSECT THE WEST LINE OF SAID SECTION 16; THENCE ANGLE RIGHT 90°42.46' (S) ALONG THE WEST LINE OF SAID SECTION 16 A DISTANCE OF 615.07 FEET; THENCE ANGLE RIGHT 89°39'16\"/>

DUBLIN TOWNE CENTRE
 6465 N. MARKSHEFFEL ROAD
 COLORADO SPRINGS, COLORADO

DREXEL, BARRELL & CO.
 ENGINEERS/ARCHITECTS
 1000 N. WASHINGTON ST., SUITE 1000
 COLORADO SPRINGS, COLORADO 80906
 CONTACT: TINA MCCONNELL, PE
 PROJECT NO. 2014-10257
 CLIENT: DUBLIN TOWNE CENTRE, LLC
 P.O. BOX 60069
 COLORADO SPRINGS, CO 80960
 CONTACT: ROBERT C. IRWIN

PREPARED BY:

ISSUE	DATE
INITIAL ISSUE	07/07/14
LATEST ISSUE	10/07/14
DESIGNED BY:	TJM
CHECKED BY:	CSJ
FILE NAME:	ZONECHANGE

DRAWING NO. 2014-10257
 PROJECT NO. 2014-10257
 SHEET: 1 OF 1



LEGAL DESCRIPTION

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6th P.M., EL PASO COUNTY COLORADO, DESCRIBED AS FOLLOWS:

Engineers/Surveyors

Boulder
Colorado Springs
Grand Junction
Steamboat Springs

3 S 7th Street
Colorado Springs, CO 80905

719 260-0887
719 260-8352 Fax

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 16; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 16 A DISTANCE OF 670.43 FEET; THENCE ANGLE RIGHT 90°20'44" SOUTHERLY A DISTANCE OF 647.50 FEET; THENCE ANGLE RIGHT 89°39'16" WESTERLY A DISTANCE OF 674.81 FEET TO INTERSECT THE WEST LINE OF SAID SECTION 16; THENCE ANGLE RIGHT 90°44' NORTHERLY ALONG THE WEST LINE OF SAID SECTION 16 A DISTANCE OF 647.54 FEET TO THE NORTHWEST CORNER OF SAID SECTION 16 AND THE POINT OF BEGINNING; EXCEPT THE WEST AND NORTH 30 FEET THEREOF FOR ROAD PURPOSES. AND FURTHER EXCEPTING THAT PORTION THEREOF AS DESCRIBED AND CONVEYED IN DEED RECORDED FEBRUARY 16, 1977 IN BOOK 2896 AT PAGE 759.



Drexel, Barrell & Co.

January 3, 2014

City of Colorado Springs Land Use Review
Attn: Larry Larsen, Senior Planner
30 S. Nevada Ave., Suite 105
Colorado Springs, CO 80903

Engineers/Surveyors

Boulder
Colorado Springs
Grand Junction
Steamboat Springs

3 S 7th Street
Colorado Springs, CO 80905

719 260-0887
719 260-8352 Fax

RE: Project Statement – Dublin Towne Centre Annexation/Zone Change/Concept Plan

Dear Mr. Larsen:

Description

The land owner, Dublin Towne Centre, LLC, wishes to annex into Colorado Springs and rezone the following approximate 8.66 acre tract of land located at 6465 North Marksheffel Road. The property is currently located in El Paso County with City limits directly north and west of the property.

Justification

Annexation of the property will result in a logical and orderly extension of the City of Colorado Springs and services provided. Existing City limits are located along the north and west limits of the property. The zone change accommodates general commercial uses that are of moderate intensity emphasizing individual pad sites which in some cases will be located near established residential zoning. The 2020 City Land Use Map shows planned Community Activity Center adjacent to the property within the City limits at this major intersection of Marksheffel Road and Dublin Boulevard.

Potential Issue List

Site access from Marksheffel Road directly to the subject property will likely not be allowed due to the roadway classification and proximity to the intersection. The owner respectfully requests a right-in/right-out and a full-movement signalized access from the city on the north end of the property along Dublin Boulevard.

Utility extensions to the site will be made from existing CSU wastewater, water, natural gas and electric facilities located within Dublin Boulevard.

Land use compatibility with the adjacent large lot (5 acres) Toy Ranches area to the east may be an issue. Dublin Towne Centre proposes a buffer strip and access drive along the easterly property boundary to provide for separation between the proposed development and the existing residential properties.

We trust you find our application and request for the Annexation, Zoning and Concept Plan for Dublin Towne Centre acceptable. We look forward to working with the City in processing the application and submittal. Please call if you have any questions or require any additional information.

Respectfully,
Drexel, Barrell & Co.

A handwritten signature in black ink, appearing to read "Tim McConnell". The signature is fluid and cursive, with a large, stylized initial "T" and "M".

Tim McConnell, P.E.
Associate, Regional Manager

TO: Larry Larsen, Senior Planner

FROM: Nina Vetter, Senior Analyst

DATE: June 15, 2014

SUBJECT: Dublin North Annexation - Fiscal Impact Analysis

A copy of the fiscal impact analysis for the Dublin North Annexation is attached. At the request of the Planning Department, the Budget Office prepared a fiscal impact analysis estimating the City General Fund and Public Safety Sales Tax (PSST) Fund revenue and expenditures attributable to the Dublin North development for the period 2014-2023.

The fiscal review criteria of the City Code states city costs related to infrastructure and service levels shall be determined for a ten-year time horizon for only the appropriate municipal funds.

The methodology used for the fiscal impact analysis is a case study approach, where a mini-budget process is undertaken in which City units are asked to project the increased marginal cost of providing services to the development for 2014-2023. The Budget Office estimates the city revenue, as outlined in the Revenue Notes, stemming from the development.

The Draft Annexation Agreement provides for specific fees for fire protection and police protection, includes public land dedication for parks, and includes standard provisions that all street and/or traffic improvements and traffic control devices should be paid by the Owner.

Most departments indicated that there were minimal identifiable marginal costs of providing services to this development, as the surrounding infrastructure and roadways are already being maintained by the City as they fall within the service area of surrounding parcels. The Fire, Police, Streets and Traffic Engineering Divisions identified marginal increases in operational costs to service the area.

The result of the fiscal impact analysis is a positive cumulative cashflow for the City during the 10-year timeframe.

The Summary of Expenditures and Revenues is attached. Also, the Expenditure and Revenue Notes are attached that provide the methodology for calculating the expenditures and revenues.

GENERAL FUND FISCAL IMPACT ANALYSIS
 SUMMARY OF EXPENDITURES AND REVENUE FOR DUBLIN NORTH

	Projected 2014	Projected 2015	Projected 2016	Projected 2017	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022	Projected 2023
EXPENDITURES										
Total Salaries, Operating and Capital Outlay										
Police	1,500	1,545	1,591	1,639	1,688	1,739	1,791	1,845	1,900	1,957
Fire	28	27	28	28	28	28	28	28	28	28
Public Works - Streets	1,201	1,237	1,274	1,312	1,352	1,392	1,434	1,477	1,521	1,637
Public Works - Transportation Engineering	1,093	1,126	1,159	1,194	1,230	1,267	1,305	1,344	1,384	1,426
Public Works - City Engineering	0	0	0	0	0	0	0	0	0	0
Public Works - Transit	0	0	0	0	0	0	0	0	0	0
Parks, Recreation and Cultural Services	0	0	0	0	0	0	0	0	0	0
TOTAL EXPENDITURES	3,822	3,935	4,053	4,174	4,298	4,426	4,558	4,694	4,834	5,048
REVENUES										
Property Taxes	0	0	206	418	431	444	457	471	485	499
Specific Ownership Taxes	0	0	24	49	50	42	53	55	57	58
Road & Bridge Revenue	0	0	8	16	17	17	18	18	19	19
Sales Tax Revenue (Residential Uses)	0	336	682	703	724	745	768	791	815	839
Sales and Use Tax Revenue (Building Materials)	4,840	4,840	0	0	0	0	0	0	0	0
Miscellaneous Revenue	0	5,407	10,814	11,138	11,472	11,817	12,171	12,536	12,912	13,300
General Fund Sub-Total	4840	10,583	11,734	12,324	12,694	13,065	13,467	13,871	14,288	14,715
Public Safety/Sales Tax Fund										
Sales Tax Revenue (Residential Uses)	0	67	136	141	145	149	154	158	163	168
Sales and Use Tax Revenue (Building Materials)	968	968	0	0	0	0	0	0	0	0
Public Safety Sales Tax Fund Sub-Total	968	1,035	136	141	145	149	154	158	163	168
TOTAL REVENUE	5,808	11,618	11,870	12,465	12,839	13,214	13,621	14,029	14,451	14,883
REVENUE SURPLUS/DEFICIT (Total Rev. less Total Exp.)										
ANNUAL	1,986	7,683	7,817	8,291	8,541	8,788	9,063	9,335	9,617	9,835
CUMULATIVE	1,986	9,669	17,486	25,778	34,319	43,107	52,169	61,504	71,122	80,957

REVENUE NOTES

Dublin North Phase 7 Annexation

General Fund/Public Safety Sales Tax Fund Fiscal Impact Analysis, 2014-2023

General Fund

PROPERTY TAX:

It is assumed property taxes will be collected in the year 2016 based upon beginning construction in 2014 because of the time lag associated with placing assessed value onto the assessment rolls. The 2016 revenue is calculated by multiplying the City mill levy of 4.279 mills by the projected increase in City assessed valuation resulting from the proposed development. This assumes there is no change in the residential assessment ratio of 7.96%. The cumulative assessed valuation includes a 3% annual increase in market values.

SPECIFIC OWNERSHIP TAX:

The Specific Ownership Tax revenue is calculated at 11.70% of property tax revenues. This is based on the 2012 actual City specific ownership tax revenues as a percent of property tax revenue.

ROAD & BRIDGE REVENUE:

The Road & Bridge Revenue is calculated at 3.85% of the property tax revenues. This is based on the 2012 actual City road & bridge revenues as a percent of property tax revenue.

SALES AND USE TAX:

The revenue calculation assumes the existing General Fund tax rate and existing collection practices. Projections include sales tax revenue from the personal consumption by the population projected to reside in Dublin North Phase 7 and the sale of building materials used in the projected construction of the households in the development.

The Sales Tax Revenue for Residential Uses is calculated by determining the average household income per unit and the percentage of income spent on taxable consumption. The average household income per unit is calculated based upon an “affordability” calculation, which assumes 10% down, 30-year mortgage @ 4%, and a 28% income/Principal and Interest ratio. The percentage of income spent on taxable consumption is 33.2%, which is an estimate from the U.S. Department of Commerce Consumer Expenditure Surveys. It also assumes that 75% of consumption by the new residents will be within the City and that 60% of the consumption by these residents is new to the City (in other words, 60% of residents moved from outside City limits). Also, it assumes there is a one-year construction/revenue collection lag. Projections include a 3% annual increase for inflation.

The Sales Tax Revenue for Building Materials is calculated based on sales taxable materials at 40% of the value of residential property.

MISCELLANEOUS REVENUE:

The Miscellaneous Revenue is based on per capita multipliers for the following categories: Admissions Tax; State Cigarette Tax; HUTF; Charges for Services; Fines and Forfeits, Utilities Surplus, as these revenues are impacted by a change in population. Revenues were calculated using direct and per capita multiplier approaches. The Miscellaneous Revenue includes a 3% annual increase. Also, it assumes there is a one-year construction/revenue collection lag.

Public Safety Tax Fund

SALES AND USE TAX:

The revenue calculation assumes the existing PSST rate and existing collection practices. Projections include sales tax revenue from the personal consumption by the population projected to reside in Dublin North Phase 7 and the sale of building materials used in the projected construction of the households in the development.

The Sales Tax Revenue for Residential Uses is calculated by determining the average household income per unit and the percentage of income spent on taxable consumption. The average household income per unit is calculated based upon an “affordability” calculation, which assumes 10% down, 30-year mortgage @ 4%, and a 28% income/Principal and Interest ratio. The percentage of income spent on taxable consumption is 33.2%, which is an estimate from the U.S. Department of Commerce Consumer Expenditure Surveys. It also assumes that 75% of consumption by the residents will be within the City and that 60% of the consumption by these residents is new to the City (in other words, 60% of residents moved from outside City limits). Also, it assumes there is a one-year construction/revenue collection lag. Projections include a 3% annual increase for inflation.

The Sales Tax Revenue for Building Materials is calculated based on sales taxable materials at 40% of the value of residential property.

EXPENDITURE NOTES:

Dublin North Annexation

General Fund/Public Safety Sales Tax (PSST) Fund Fiscal Impact Analysis, 2014-2023

POLICE:

As part of the Annexation Agreement, the Annexor will pay \$677 per gross acre of the annexed area as the Owner's share of the capital cost of a new police station and initial equipment purchase required to service this annexation. The addition of 22 residential units is only projected to have a small marginal impact to the operational cost of police services (\$1,500-\$1,957 annually).

FIRE:

As part of the Annexation Agreement, the Annexor will pay \$1,631 per gross acre of the entire annexed area as their share of the capital cost of a new fire station and initial apparatus required to service this annexation. The only additional, operational, identifiable marginal costs of providing service to the annexed area are fuel, medical supplies and maintenance (~\$28 annually).

PUBLIC WORKS – STREETS, TRAFFIC ENGINEERING, CITY ENGINEERING:

There are no associated storm sewers, creeks or other drainage improvements on this annexation and therefore no impact on City Engineering. There will be some costs associated with street signs and streetlights, as well as roadway maintenance (~\$2,294- \$3,063 annually).

PUBLIC WORKS -TRANSIT:

There are currently no transit services in this area. There are no current plans to expand transit services to this area within the next ten years, thus there are no identifiable marginal costs within the next ten years.

PARKS:

As part of the Annexation Agreement, the Annexor will pay the fee-in-lieu of park land dedication (which is \$1,781 per residential unit for densities less than 8 units per acre and \$1,264 per residential unit for densities greater than 8 units per acre per the City's Subdivision Code). The fee will be held in the Public Space and Development Fund for future park development in this area.

**DUBLIN TOWNE CENTRE ANNEXATION
ANNEXATION AGREEMENT**

THIS ANNEXATION AGREEMENT, dated this ___ day of _____, 2014, is between the City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation ("City"), and Dublin Towne Centre, LLC, a Colorado limited liability company ("Owner" or "Property Owner").

I.
INTRODUCTION

The Owner 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 for 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 Owner has petitioned the City for annexation of the Property as set forth in Exhibit A. The annexation will become effective upon the final approval by the City Council and the recording of the annexation plat and annexation ordinance with the El Paso County Clerk and Recorder.

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

III.
LAND USE

The Dublin Towne Centre Concept Plan for the Property has been proposed and submitted to the City for approval. Owner 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 Owner' Property shall be Intermediate Business with Airport Overlay (C-5/AO) upon annexation. Owner acknowledge a 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 a C-5/AO 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.) Utilities for water, wastewater, fire hydrants, electric, gas, streetlights, telephone and telecommunications (Refer to Section VI. Utilities 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 under 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. Metropolitan Districts. N/A

C. Streets and Traffic Control. Unless agreed to elsewhere in this Agreement the Owner agrees to construct, at the Owner' expense, those street 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. Marksheffel Road: 20-feet of road right-of-way is required to be dedicated for Marksheffel Road improvements. There are no construction responsibilities for Marksheffel as this is a PPRTA 2 project. The 20-feet of right-of-way will be dedicated to the City with the each applicable final plat.
- b. Dublin Boulevard: Road improvements to Dublin Boulevard to facilitate the design of the full movement intersection to the north-south public collector street (Mountain Dale Drive) are the responsibility of the property owner. Those design modifications include design and construction of a full movement median, and construction and design of the left turn lane with 100-feet of stacking.
- c. Public Collector Street (Mountain Dale Drive)
There is a north-south public collector street shown on the eastern portion of the site. City Traffic Engineering is requiring this public roadway for access to future developing properties to the south.

This road will be constructed to collector status with parking and is the responsibility of the developer through the site to be stubbed out at the southern property line. The road right-of-way will be dedicated to the City with each applicable final

subdivision plat.

2. Off-Site Streets: None

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).

a) The owner is specifically responsible for a contribution to the signal at the intersection of Dublin Boulevard and the public collector street (Mountain Dale Drive). The contribution requirement to the signal is \$125,000 to be paid at the time of the first building permit approval. The City shall install said signal.

b) The owner shall not be responsible for any contribution, payment, installation, or otherwise, to the contiguous or abutting Marksheffel and Dublin intersection signalization.

4. Street Cost Recovery. Owner shall pay for existing improvements to Dublin Boulevard to MREC Oakwood Colorado Ranch LLC. The current (2014) cost shall be calculated at \$154.06 per lineal foot of Right of Way along Dublin Boulevard adjacent to the annexation. This annexation has 610.62 feet of frontage giving a total of \$94,073.95 due at the time of recordation of the first subdivision plat. This cost is subject to an inflation factor commencing on January 1, each year, in the amount of \$11.85 per foot.

D. 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. Owner shall be responsible for conformance with the Sand Creek Drainage Basin Planning Study.

- a) An easement will be dedicated with the first subdivision plat for the construction of the SWQ pond in the SW corner of the site.

E. Parks

Any future residential uses are subject to standard parks fees.

F. Schools

Any future residential uses are subject to standard parks fees.

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

VI.
UTILITY SERVICES

A. Colorado Springs Utilities' (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 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 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 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. 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 or as approved by CSU.

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 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 or as approved by CSU. 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 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 CSU that obligates Owners to reimburse CSU 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, 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. In the event CSU requires such water and wastewater systems to be larger than necessary to serve the Property itself, then Owner may seek reimbursement as provided in CSU's Utilities Rules and Regulations.

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's Planning and Engineering Department. 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 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 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 that 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. The Owner shall be responsible for taking all actions necessary for inclusions of the Property into the boundaries of the District, including but not limited to, any action required to obtain consent for inclusion into the District from the Bureau of Reclamation.

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. Notwithstanding the foregoing, subject to the approval of City Council, Owner shall be permitted to continue using the existing well on the Property and withdrawing and using the groundwater consistent with the terms and conditions of the Colorado Division of Water Resources Well Permit No. 102032-A until such time as CSU’s water supply system is extended to the Property as determined by CSU. At that time, the Owner shall: (1) disconnect the well and connect to CSU’s water supply system in accordance with CSU’ Water Line Extension and Service Standards; (2) plug and abandon the well in accordance with all applicable regulations; and (3) provide notice of such abandonment to CSU. If after connection to the CSU’s water supply system the Owner desires to continue use of the well exclusively for nonpotable irrigation purposes in accordance with Well Permit No. 102032-A, then the Owner shall provide CSU with prior written notification of such nonpotable irrigation use and provisions (2) and (3) herein shall not apply, provided however, that Owner makes such modification as necessary to comply with CSU’s cross-connection requirements and receives CSU’s written confirmation that such

nonpotable use complies with CSU's cross-connection requirements. No commingling of well and CSU's potable water supply will be permitted. City Council approval of the annexation ordinance consenting to the terms of this paragraph is a condition precedent to this annexation of the Property.

VIII.
FIRE PROTECTION

The Owner acknowledges that the Property is located within the boundaries of the Falcon 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 Owner agree to pay a fee of \$1631.00 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. The Fire Protection fee shall be paid prior to recordation of the Annexation. The City agrees as future annexations occur within the service area of the proposed fire station the Owner 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. The Police Service fee shall be paid prior to recordation of the Annexation. The City agrees as future annexations occur within the service area of the proposed police station the Owner 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

A. Airport: An Avigation Easement or proof of previous filing (book/page or reception number) is required with or prior to the recordation of the final subdivision plat.

B. Banning Lewis Ranch Annexation Agreement. This Property is adjacent to Banning Lewis Ranch property; as such, the City has certain obligations under the Banning Lewis Ranch Annexation Agreement (“BLR Agreement”), as recorded in Book 5557, beginning on Page 405, with respect to annexing the Property. Therefore Owner and City agree that, because the Property is adjacent to the Banning Lewis Ranch property, Owner will be subject to any fees the City is obligated to pass through to adjacent property Owner under the BLR Agreement including, but not limited to, the following:

1. Off-Site Construction of the Banning-Lewis Parkway Fee. Owner agrees to pay a \$95.55 per acre fee as an equitable contribution for Owner’s fair share portion of the benefit Owner will receive from the Banning-Lewis Parkway (“Banning-Lewis Parkway Fee”). This per acre fee is based upon the traffic analysis which was prepared by a traffic professional using ITE Manual methods and identifies a direct traffic impact on the Banning-Lewis Parkway. The City will not record the certified copies of the annexation map and annexation ordinance and the annexation will not be effective unless and until the Banning-Lewis Parkway Fee has been remitted to the City.
2. Construction of the Banning Lewis Ranch Radio Repeater Station. Owner agrees to pay an \$11.69 per acre fee (“Banning Lewis Ranch Repeater Station Fee”) as an equitable contribution for Owner’s portion of the benefit Owner will receive from the radio repeater station. The Banning Lewis Ranch Radio Repeater Station fee will be due prior to recordation of the annexation plat and this Agreement. The City will not record the certified copies of the annexation map and annexation ordinance and the annexation will not be effective unless and until the Banning Lewis Repeater Station Fee has been remitted to the City.

XIII.
ORDINANCE COMPLIANCE

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

XIV.
ASSIGNS AND DEED OF TRUST HOLDERS

Whereas used in this Agreement, the term "the Owner" or "Property Owner," shall also mean any of the heirs, executors, personal representatives, transferees, or assigns of the Owner and all these parties shall have the right to enforce and be enforced under the terms of this Agreement as if they were the original parties hereto. Rights to specific refunds or payments contained in this Agreement shall always be to the Owner unless specifically assigned to another person.

Owner affirmatively states 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 Owner and all other persons who may purchase land within the Property from the Owner or any persons later acquiring an interest in the Property. Any refunds made under the terms of this Agreement shall be made to the Owner and not subsequent purchasers or assigns of the Property unless the purchase or assignment specifically provides for payment to the purchaser or assignee and a copy of that document is filed with the City.

XVI.
AMENDMENTS

This Agreement may be amended by any party, including their respective successors, transferees, or assigns, and the City without the consent of any other party or its successors, transferees, or assigns so long as the amendment applies only to the property owned by the amending party. For the purposes of this article,

an amendment shall be deemed to apply only to property owned by the amending party if this Agreement remains in full force and effect and shall not apply 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 for and identified 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.

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

CITY OF COLORADO SPRINGS

BY: _____
PRESIDENT OF THE CITY COUNCIL

ATTEST:

BY: _____
CITY CLERK

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY

DRAFT

EXHIBIT A
LEGAL DESCRIPTION

DRAFT

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY:

LEGAL DESCRIPTION OF INITIALLY ZONED C-5/AO PROPERTY:

LEGAL DESCRIPTION OF REMAINING PROPERTY FOR FUTURE ZONING
C5/AO OR PLANNED UNIT DEVELOPMENT: