
NEW BUSINESS CALENDAR

CITY PLANNING COMMISSION AGENDA

ITEM NOS: 4.A-4.C

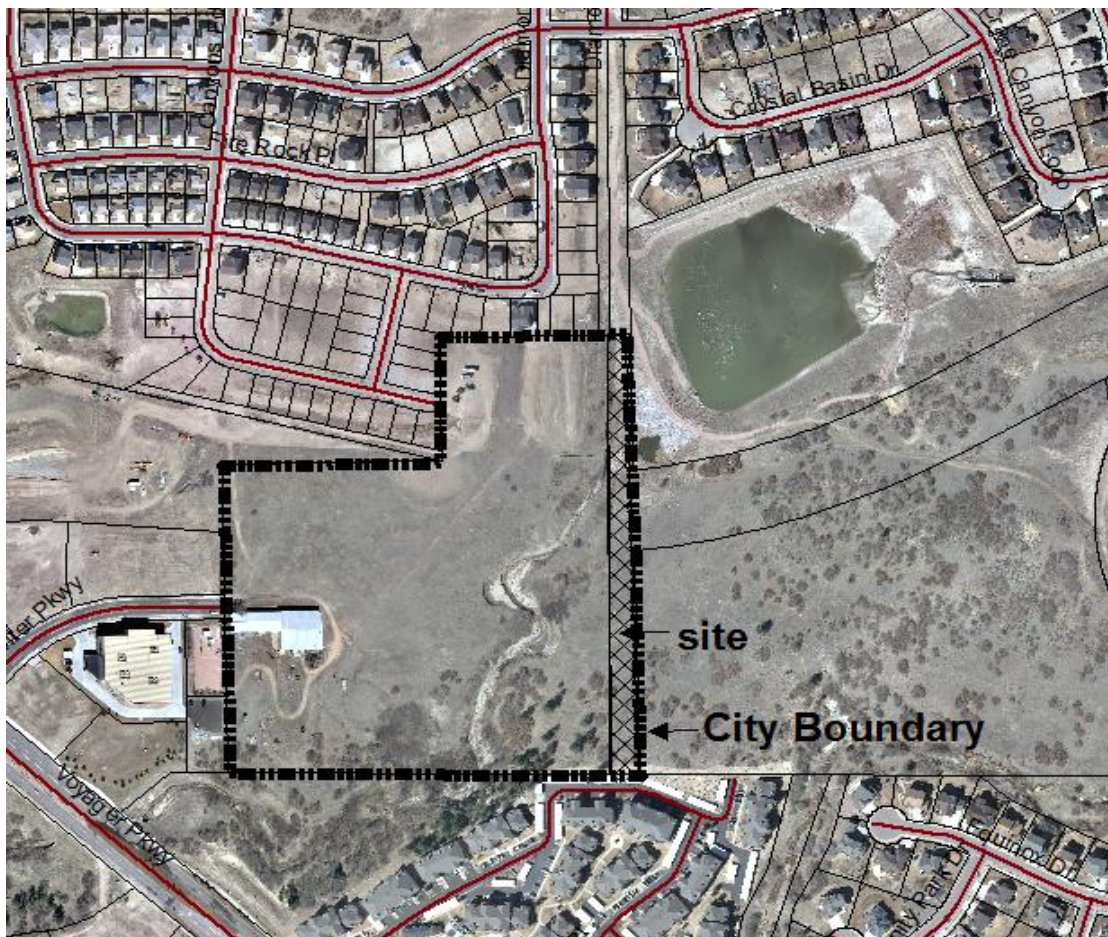
STAFF: MEGGAN HERINGTON

FILE NO(S):
CPC A 13-00081- LEGISLATIVE
CPC ZC 14-00039 - LEGISLATIVE
CPC PUZ 14-00042- QUASI-JUDICIAL

PROJECT: FLYING HORSE RANCH ADDITION NO. 2

APPLICANT: NES, INC.

OWNER: PULPIT ROCK INVESTMENTS, LLC



PROJECT SUMMARY:

1. **Project Description:** This project includes concurrent applications for the annexation and establishment of the A (Agricultural) zone district for a 1.67-acre strip of land and the subsequent rezoning of a total of 2.21 acres from A (Agricultural) and PUD (Planned Unit Development; Single-family residential 2 – 3.5 dwelling units/acre, 35-foot maximum building height) to PUD (Planned Unit Development; Single-family residential 2 – 3.5 dwelling units/acre, 35-foot maximum building height). The property is located in the Flying Horse community south of Diamond Rock Road and roughly 1,000 feet west of Pride Mountain Drive.

The 1.67-acre strip is the result of a survey error and was omitted from the original annexation of Flying Horse Ranch in 2004. The proposed annexation is needed to bring the strip into the city so that it can be developed as part of the Flying Horse master development. The subsequent rezoning of the 2.21 acres allows the strip of land to be incorporated into lots planned with Flying Horse Parcel #8.

There is no development plan as part of this submittal because the portion of the land to be developed will be the back halves of lots that are already within the city and approved as part of a previous development plan known as Flying Horse Parcel #8 approved in 2011. **(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 property is not addressed. It is located south of Diamond Rock Road and roughly 1,000 feet west of Pride Mountain Drive.
2. **Existing Zoning/Land Use:** The property is vacant
3. **Surrounding Zoning/Land Use:**
North: PUD/Single-Family Lots
South: PUD/Multi-Family
East: PUD/ Developing Single-Family Lots
West: Unincorporated El Paso County/Western Mining Museum Property
4. **Comprehensive Plan/Designated 2020 Land Use:** There is no 2020 Land Use designation because it is not yet in the city. The adjacent land to the east which is in the city is designated as General Residential
5. **Annexation:** The 1.67-acre strip is not yet annexed. The balance of the 2.21 acres to be rezoned PUD was annexed with the original Flying Horse Ranch in 2004.
6. **Master Plan/Designated Master Plan Land Use:** The current Flying Horse Master Plan designates the property as Residential, 2 – 3.5 Dwelling Units per Acre.
7. **Subdivision:** The property is not platted.
8. **Zoning Enforcement Action:** None
9. **Physical Characteristics:** The property is vacant with no significant physical features.

STAKEHOLDER PROCESS AND INVOLVEMENT:

The public process included posting the site and sending postcards to property owners within 500 feet noticing them to the public hearing. No additional neighborhood meetings were held because one was held in 2011 with the approval of the development of lots within Flying Horse Parcel #8.

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

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

1. Review Criteria / Design & Development Issues:

The 1.67 acre strip of land is the result of a surveyor error. It was omitted from the original Flying Horse Ranch Annexation. The strip, however, is a part of the Flying Horse Master Plan, and is shown as part of the development layout for the Flying Horse Parcel #8 development plan that was approved in 2011. That development plan approval includes a note that the lots impacted by the survey error could not be developed until the finalization of the annexation. The technical review of the lotting pattern occurred in 2011 and all of the required studies included the evaluation of this piece of land as a part of the larger development area.

The annexation agreement is attached as **FIGURE 3**. This agreement is fairly simple in that it states that this strip will be bound to the same provisions as the main agreement for Flying Horse Ranch. The annexation agreement specifically outlines the sections from the original agreement and references that recorded document.

City Code requires a Fiscal Impact Analysis (FIA) to be completed for all annexation applications. Because this is not a standard annexation, the FIA does not include the depth of analysis it usually would. The FIA considers that this strip was ultimately planned and accounted for with the original studies completed with the approval of the master plan and original annexation in 2004. The FIA simply acknowledges the process as a clean-up of an omitted strip of land and relies on the original documentation.

The northern 0.75 acres will be zoned A (Agricultural). This portion is part of future Powers Boulevard dedication and an existing drainage and trail tract. Since this 0.75 acres is not being used for development, the A zone district is appropriate.

The southern 0.91 acres is being included in the ordinance to establish the A zone district, but then rezoned PUD (Planned Unit Development; Single-family residential, 2 – 3.5 dwelling units per acre, 35-foot maximum building height). Because this southern piece is being incorporated into a series of single family lots, the larger land area is being rezoned. The 2.21 acres is being rezoned from A and PUD to PUD (Planned Unit Development; Single-family residential, 2 – 3.5 dwelling units per acre, 35-foot maximum building height). This will insure that zoning boundaries created by different ordinances do not bisect lots. There are no land use impacts to this change; merely a paperwork clean-up of zoning boundaries. The rezoning of the larger 2.21 acres to PUD describes the zoning boundaries as following lot lines and street centerlines. A detailed zoning exhibit is attached as **FIGURE 4**.

Staff finds that the annexation, in coordination with the original annexation, complies with all of the Conditions for Annexation Criteria as set forth in City Code Section 7.6.203.

Staff also finds that the zoning requests comply 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.

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, all of the surrounding property to the north, east and South 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 LUM 213: Potential Annexation Areas

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

This property is part of an enclave, an unincorporated area surrounded by city boundaries. Moreover, it is a strip of land that was planned and analyzed as part the Flying Horse Ranch. In this unique situation, there are not many specific policies and goals that apply to the situation. However, the Comprehensive Plan does recommend cohesive and compatible development. That goal will be furthered by this annexation and zoning.

It is the finding of the Land Use Review Division that The Flying Horse Ranch Addition No. 2 annexation and zoning 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:

This property is part of the Flying Horse Master Plan and currently shown as Residential, 2 - 3.5 dwelling units per acre. This strip of land will be used as residential, future right-of-way and drainage/detention area.

It is the finding of Staff that the Flying Horse Ranch Addition No. 2 annexation and zoning will be in compliance with the Flying Horse Master Plan.

STAFF RECOMMENDATION:

ITEM NO.: 4.A CPC A 13-00081 – ANNEXATION

Approve the Flying Horse Ranch Addition No. 2 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.

ITEM NO.: 4.B CPC ZC 14-00039 – ESTABLISHMENT OF AN A ZONE DISTRICT

Approve the establishment of the A (Agricultural) zone district, based upon the findings that the zoning request complies with the three (3) criteria for establishing a zone district as set forth in City Code Section 7.5.603.B.

ITEM NO.: 4.C CPC PUZ 14-00042 – REZONE 2.21 ACRES TO PUD

Approve the rezoning of 2.21 acres from A (Agricultural) and PUD (Planned Unit Development; Single-family residential, 2 – 3.5 dwelling units per acre, 35-foot maximum building height) to PUD (Planned Unit Development; Single-family residential, 2 – 3.5 dwelling units per acre, 35-foot maximum building height), based on the findings that the change of 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.

ANNEXATION PLAT FLYING HORSE RANCH ADDITION NO. 2 TO THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO

LEGAL DESCRIPTION:
 THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 12 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 A TRACT OF LAND LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 12 SOUTH, RANGE 68 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

BASES OF BEARINGS:
 THE WESTERLY BOUNDARY OF TRACT A AS PLATTED IN FLYING HORSE NO. 28 RECORDED UNDER RECEPTION NO. 200712988, ENDS BY A 1-1/2" ALUMINUM SURVEYORS CAP "COCS LIL 30118" 2011", IS ASSUMED TO BEAR S0114°32'E, A DISTANCE OF 822.69 FEET.

COMMENCING AT THE SOUTHWESTERLY CORNER OF GREY HAWK AT NORTH GATE, PLAT NO. 1 HORSE NO. 28 RECORDED UNDER RECEPTION NO. 200712988, SAID POINT BEING THE NORTHEASTERNLY CORNER OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 200712988, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE SOUTHWESTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 200712988, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE WESTERLY BOUNDARY OF TRACT A AS PLATTED IN FLYING HORSE NO. 28 RECORDED UNDER RECEPTION NO. 200712988;
 THENCE WEST 74°14'00" ON THE SOUTHERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 200712988, A DISTANCE OF 1144.44 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 12 SOUTH, RANGE 68 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, SAID POINT BEING THE POINT OF BEGINNING OF THE WESTERLY BOUNDARY OF TRACT A AS PLATTED IN FLYING HORSE NO. 28 RECORDED UNDER RECEPTION NO. 200712988;
 THENCE WEST 74°14'00" ON THE SOUTHERLY BOUNDARY AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 1144.44 FEET TO A POINT ON THE SOUTH BOUNDARY OF BELLA SPRINGS PLAT NO. 1, RECORDED UNDER RECEPTION NO. 200701002, THENCE WEST 74°14'00" ON SAID SOUTH LINE AND SAID NORTHERLY BOUNDARY, A DISTANCE OF SAID PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 3488 AT PAGES 63, THENCE NORTH 74°14'00" ON SAID EASTERLY BOUNDARY AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 1144.44 FEET TO THE POINT OF BEGINNING.
 CONTAINING A CALCULATED AREA OF 1.877 ACRES.

TOTAL PERIMETER: 2,417.84 FEET.
 PERIMETER CONTIGUOUS TO CITY LIMITS: 1,262.86 FEET.

OWNER:
 PULPIT ROCK INVESTMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY
 HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 20____ A.D.

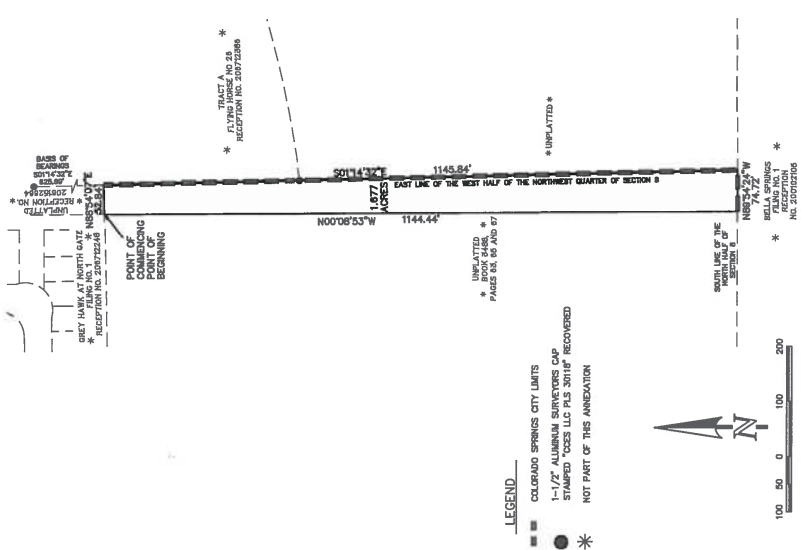
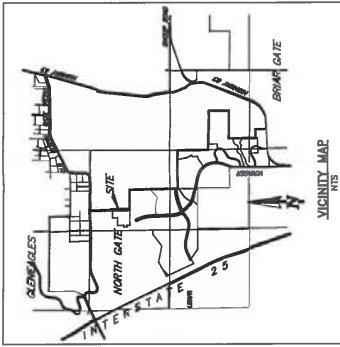
BY: _____
 _____, CEO OF PULPIT ROCK INVESTMENT, LLC
 _____, MANAGER OF PULPIT ROCK INVESTMENT, LLC

STATE OF COLORADO)
 COUNTY OF EL PASO)

NOTARY:
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____, BY _____, CEO OF PULPIT ROCK INVESTMENT, LLC, AND _____, MANAGER OF PULPIT ROCK INVESTMENT, LLC, WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____
 _____ NOTARY PUBLIC

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



LEGEND
 _____ COLORADO SPRINGS CITY LIMITS
 ● 1-1/2" ALUMINUM SURVEYORS CAP STAMPED "COCS LIL 30118" RECOVERED
 * NOT PART OF THIS ANNEXATION

SURVEYOR'S STATEMENT:
 I, DOUGLAS P. REBELT, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, COLORADO P.L.S. NO. 30118, HAVE SURVEYED AND PLATTED THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PARCEL IS CONSISTENT WITH THE PRESENT BOUNDARY OF THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO.

DOUGLAS P. REBELT, PROFESSIONAL LAND SURVEYOR
 COLORADO P.L.S. NO. 30118
 1100 S. W. 10TH AVE., SUITE 100
 EL PASO, COLORADO 80809
 AND SURVEYORS, LLC

NOTICE:
 ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT, ERROR OR OMISSION IN THIS INSTRUMENT WITHIN THE STATUTE OF LIMITS, BUT ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY IS COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CONTRIBUTION SHOWN HEREON.

CITY APPROVAL:
 ON BEHALF OF THE CITY OF COLORADO SPRINGS, THE UNDERSIGNED HEREBY APPROVE FOR FILING THE ACCOMPANYING ANNEXATION PLAT OF FLYING HORSE RANCH ADDITION NO. 2.

CITY PLANNING DIRECTOR _____ DATE _____
 CITY ENGINEER _____ DATE _____
 THE ANNEXATION OF THE REAL PROPERTY SHOWN ON THIS PLAT IS APPROVED PURSUANT TO AN ORDINANCE MADE AND ADOPTED BY THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, IN 2001.
 CITY CLERK _____ DATE _____
 MAYOR _____ DATE _____

CLERK AND RECORDER:
 STATE OF COLORADO)
 COUNTY OF EL PASO)
 I, HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK _____ THE _____ DAY OF _____, 2013, A.D., IN RECORDS OF EL PASO COUNTY, COLORADO.
 WAYNE W. WILLIAMS, RECORDER
 BY: _____ DEPUTY

PRELIMINARY
 THIS DOCUMENT HAS NOT BEEN
 PLAT CHECKED

CLASSIC
 CONSULTING
 ENGINEERS & SURVEYORS
 8000 Corporate Park, Suite 100
 Colorado Springs, Colorado 80901
 (303) 591-2000
 (303) 591-2001 (Fax)

FLYING HORSE RANCH
 ADDITION NO. 2
 1071.93
 JULY 25, 2013
 SHEET 1 OF 1

FIGURE 1



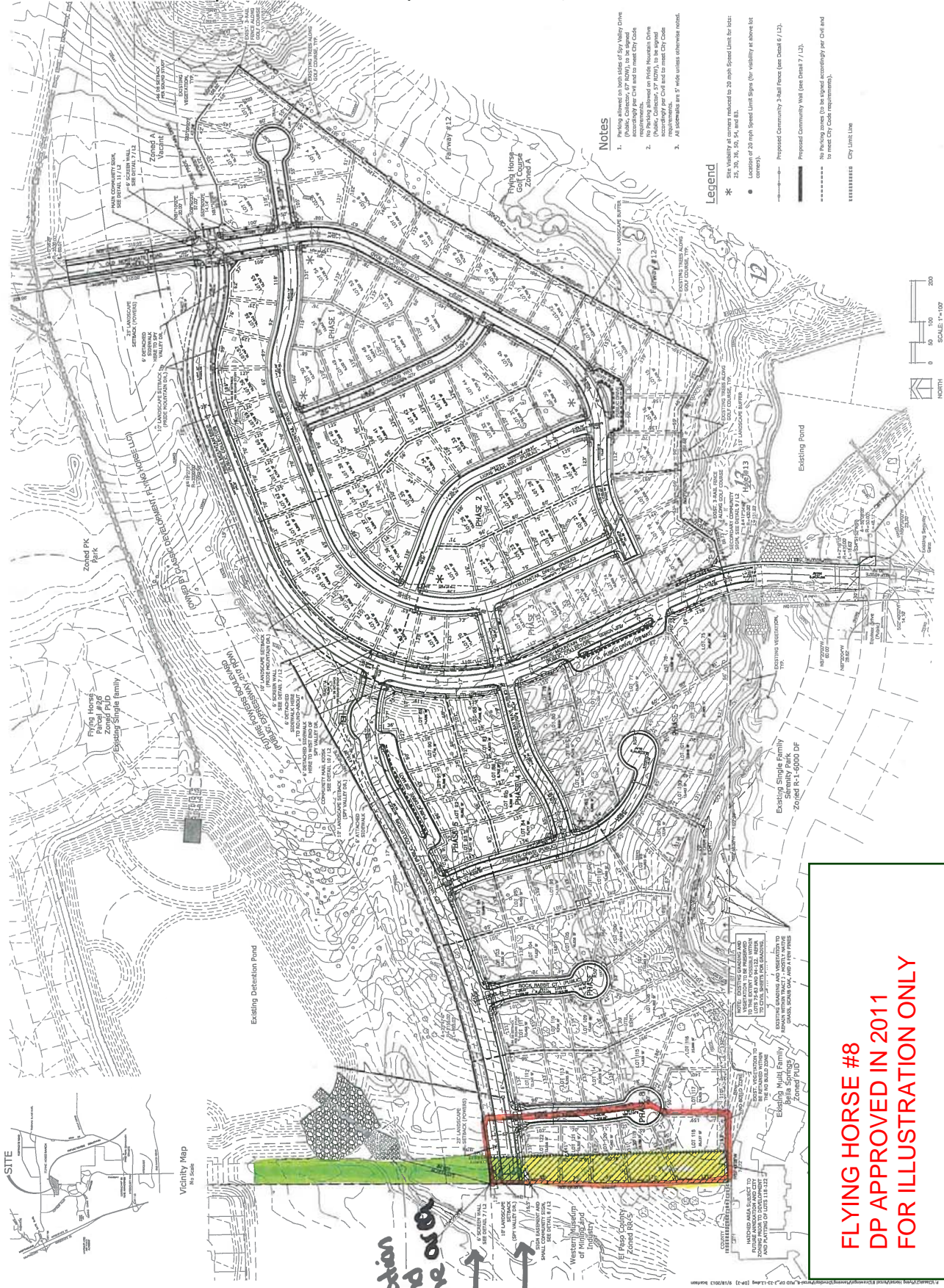
N.E.S. Inc.
 508 South Tejon Street
 Colorado Springs, CO 80903
 TEL 719.471.0073
 FAX 719.471.0077
 www.nesinc.com



Flying Horse Parcel No. 8

Classic Communities

DATE: 05/15/14
 PROJECT: FLYING HORSE
 SHEET NO. 8 OF 10



Notes

1. All parking allowed on both sides of Flying Horse Drive (Public Collector, or R200) to be signed accordingly per City and to meet City Code.
2. All parking allowed on Inside Housen Drive (Public Collector, or R200) to be signed accordingly per City and to meet City Code.
3. All easements are 5' wide unless otherwise noted.

Legend

- * Site Visibility at corners reduced to 20' high Speed Limit for lots: 25, 30, 35, 40, 45, and 50.
- Visibility of 20' high Speed Limit Sign (for visibility at above lot corners)
- Proposed Community 3-Rail Fence (see Detail # 1/2).
- Proposed Community Wall (see Detail # 1/2).
- No fencing cover to be signed accordingly per City and to meet City Code requirements.
- City Limits Line

PUD Development Plan

2 OF 10
 CPC PUD 11-00057

**FLYING HORSE #8
 DP APPROVED IN 2011
 FOR ILLUSTRATION ONLY**

*Amended
 Reserve area*

FIGURE 1

Project Statement

Flying Horse Ranch Addition No. 2

March 2014

Flying Horse Addition No. 2 consists of a strip of land located generally between the Western Museum of Mining and Industry on the west and Flying Horse Master Plan on the east. It consists of 1.677 acres of land. The strip is the result of a survey error, and therefore was not annexed with the original Flying Horse Annexation. The strip has been planned as a part of Flying Horse, and has been shown on the Flying Horse Parcel #8 Development Plan.

The proposed land use for this strip is, from north to south: for additional land for an existing drainage detention pond; for future Powers Blvd. right-of-way; and for the rear portions of 5 lots. The 5 lots are within the last phase of development of Flying Horse Parcel #8.

Two zone change requests are a part of this application package. The land proposed for use as detention pond and for Powers Blvd. ROW will be zoned to the A (Agricultural) Zone (0.759 acres). The portion of the strip that will be a part of the 5 lots in Flying Horse Parcel #8 will be zoned PUD, consistent with the adjacent zoning (0.917 acres).

The recorded Annexation Agreement for Flying Horse as originally proposed and the Fiscal Impact Analysis will apply to this strip of land. The major obligations of the annexation agreement have previously been met; only fees related to future platting will apply to this parcel of land.

This annexation and associated zoning actions are administrative in nature since they correct a survey error. Justification and findings for all of the original Flying Horse annexation apply to this strip of land. The Flying Horse Master Plan is not of sufficient detail to require amendment to show this strip of land. A community benefit to the annexation is the requirement to dedicate ROW for Powers Blvd. that is associated with Flying Horse annexation agreement obligations. Dedication would not be required without annexation.

Four legal descriptions accompany this application:

- A legal for the overall annexation
- A legal for the land that includes Powers Blvd. future dedication and north, which is the zoning legal for land to be zoned A
- A legal for the land south of proposed Powers Blvd. that is to be annexed

- A zoning legal for land to be zoned PUD, which includes ½ of proposed street Duckhorn Ct. and the entirety of the five lots affected by this action. This zone change insures that one zone district applies to these five lots.

Maps showing the specifics of these legals are included in this submittal package as is the Development Plan for Flying Horse Parcel No. 8.

**FLYING HORSE RANCH ADDITION NO. 2 ANNEXATION
ANNEXATION AGREEMENT**

THIS ANNEXATION AGREEMENT, dated this ____ day of _____, 2014, is between the City of Colorado Springs, a home rule city and Colorado municipal corporation ("City"), and Pulpit Rock Investments, LLC ("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 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 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 the annexation plat and 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 property is included in the Flying Horse Master Plan. The Owner will comply with this Master Plan or an amended Master 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 Department of the City agrees to recommend that the initial zone for the Owners' Property shall be a split zone. The northern portion of the strip described as powers and north is 0.759 acres and to be zoned A (Agricultural) upon annexation. The southern portion of the strip described as powers and south is 0.917 acres and to be zoned PUD (Planned Unit Development; single family residential). 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 an A and PUD zone for the Property.

B. Change of Zoning. A change of zone request shall conform to the Master Plan, as approved or as amended by the City in the future.

C. Phasing. Subject to adjustment as reasonably necessary to respond to market conditions, phasing of development within the Property is anticipated to be in substantial conformance with the phasing plan submitted and approved in conjunction with the Flying Horse Master Plan.

V.
COMPLIANCE WITH FLYING HORSE RANCH ANNEXATION AGREEMENT

Although included within the Flying Horse Master Plan, the Property was not included in the Flying Horse Ranch Annexation Agreement, and the provision contained in this Agreement shall only apply to the Property describe in Exhibit A and not to any of the property described in the 2004 Flying Horse Ranch Annexation Agreement recorded January 22, 2004.

However, upon annexation of the Property, Owner understands and agrees that all the provision of the 2004 Flying Horse Ranch Annexation Agreement will extend to the Property as if it originally had been included in the

2004 Flying Horse Ranch annexation, and the Property will be subject to and included in the 2004 Flying Horse Ranch Annexation Agreement.

Without limitation, but by way of explanation, the Property is subject to the following provision in the Flying Horse Ranch Annexation Agreement:

- Section 5 - Public Facilities
- Section 6 - Utilities
- Section 7 - Groundwater Consent
- Section 8 – Parks
- Section 9 – Public Land Dedication
- Section 11 – Fire Protection
- Section 16 – Special Taxing District

VI.
SPECIAL PROVISIONS

Southeastern Water Conservancy District: Notice is hereby provided that upon annexation the property is subject to subsequent inclusion into the boundaries of the Southeastern Water Conservancy 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 that district.

VII.
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.

VIII.
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. 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).***

IX.
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.

X.
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."

XI.
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.

XII.
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.

XIII.
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.

XIV.
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: _____
MAYOR

ATTEST:

BY: _____
CITY CLERK

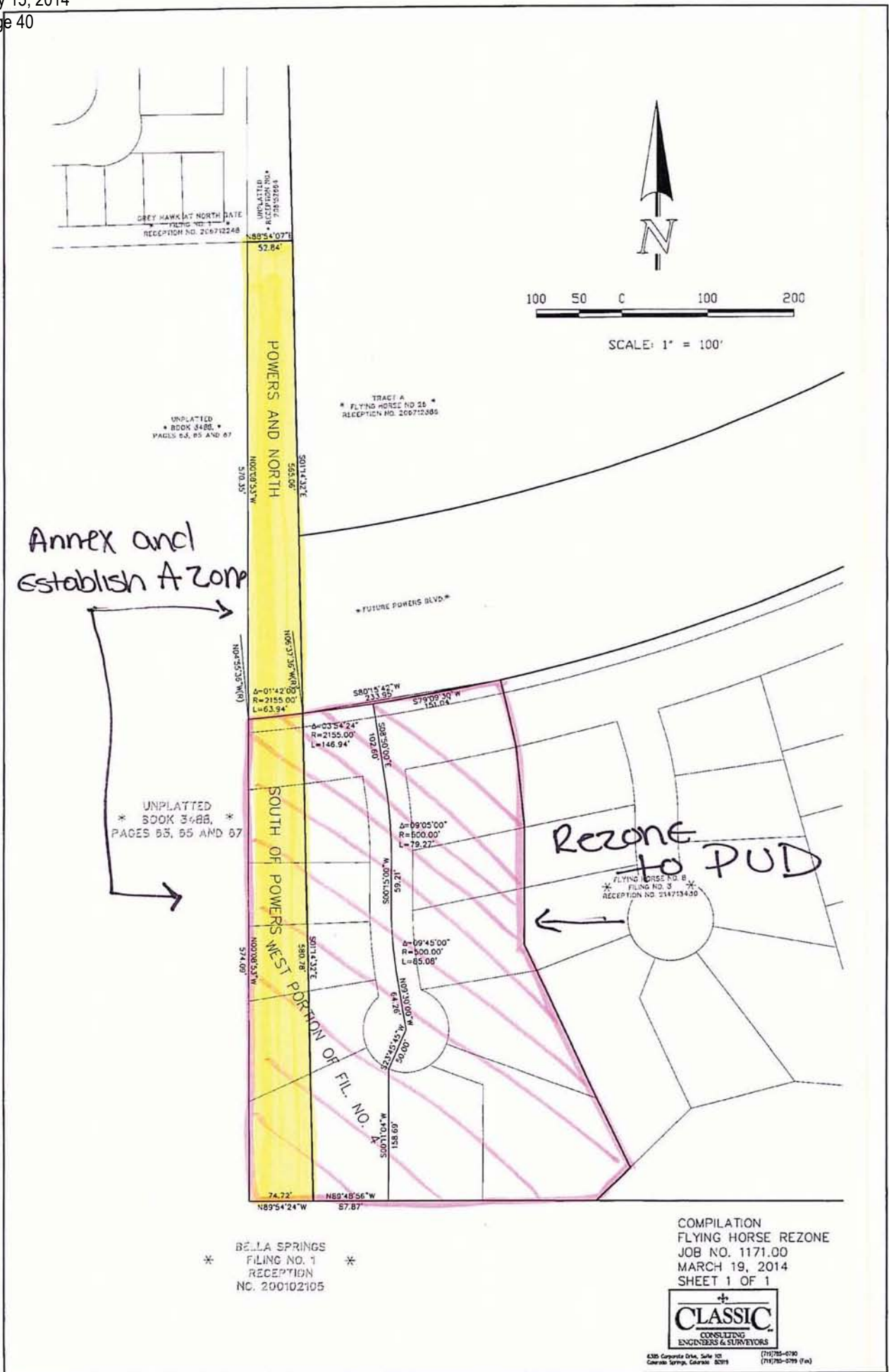


FIGURE 4



6385 Corporate Drive, Suite 101
Colorado Springs, Colorado 80919

(719)785-0790
(719) 785-0799(Fax)

JOB NO. 1071.93-03
NOVEMBER 12, 1013
PAGE 1 OF 1

LEGAL DESCRIPTION:

THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE SIXTH P.M. LYING EAST OF AND ADJACENT TO THAT PARCEL OF LAND DESCRIBED IN DEEDS RECORDED OCTOBER 2, 1981 IN BOOK 3488 AT PAGES 63, 65, AND 67, IN THE CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WESTERLY BOUNDARY OF TRACT A AS PLATTED IN FLYING HORSE NO. 26 RECORDED UNDER RECEPTION NO. 206712386, RECORDS OF EL PASO COUNTY, COLORADO, MONUMENTED AT BOTH ENDS BY A 1-1/2" ALUMINUM SURVEYORS CAP "CCES LLC PLS 30118", IS ASSUMED TO BEAR S01°14'32"E, A DISTANCE OF 625.69 FEET.

COMMENCING AT THE SOUTHEASTERLY CORNER OF GREY HAWK AT NORTH GATE FILING NO. 1 RECORDED UNDER RECEPTION NO. 206712248, RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT BEING THE NORTHEASTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 3488 AT PAGE 63, 65 AND 67, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 206152664, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE N88°54'07"E, ON THE SOUTHERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 206152664, A DISTANCE OF 52.84 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN SAID POINT BEING ON THE WESTERLY BOUNDARY OF TRACT A AS PLATTED IN FLYING HORSE NO. 26 RECORDED UNDER RECEPTION NO. 206712386;

THENCE S01°14'32"E, ON SAID EAST LINE AND SAID WESTERLY BOUNDARY AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 1145.84 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 8, SAID POINT BEING ON THE NORTHERLY BOUNDARY OF BELLA SPRINGS FILING NO. 1, RECORDED UNDER RECEPTION NO. 200102105;

THENCE N89°54'24"W, ON SAID SOUTH LINE AND SAID NORTHERLY BOUNDARY, A DISTANCE OF 74.72 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EASTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 3488 AT PAGES 63, 65, AND 67;

THENCE N00°08'53"W, ON SAID EASTERLY BOUNDARY AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 1144.44 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1.677 ACRES.

LEGAL DESCRIPTION STATEMENT:

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




Nov 12, 2013
DATE

DOUGLAS P. REINELT, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 30118
FOR AND ON BEHALF OF CLASSIC CONSULTING,
ENGINEERS AND SURVEYORS, LLC.



6385 Corporate Drive, Suite 101
Colorado Springs, Colorado 80919

(719)785-0790
(719) 785-0799(Fax)

JOB NO. 1171.00-08
MARCH 20, 2014
PAGE 1 OF 1

LEGAL DESCRIPTION: WEST PORTION FIL. NO 4

A PARCEL OF LAND LOCATED IN SECTION 8, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: A PORTION OF THE WESTERLY BOUNDARY OF FLYING HORSE NO. 8 FILING NO. 2 AS RECORDED UNDER RECEPTION NO. 213713326, RECORDS OF EL PASO COUNTY, COLORADO BEING MONUMENTED AT THE NORTHWESTERLY CORNER OF TRACT A AS PLATTED IN SAID FLYING HORSE NO. 8 FILING NO. 2 AND THE SOUTHWESTERLY CORNER OF SAID TRACT A BY A 1-1/2" ALUMINUM SURVEYORS CAP STAMPED "CCES LLC PLS 30118" IS ASSUMED TO BEAR S07°25'50"E, A DISTANCE OF 146.00 FEET.

COMMENCING AT THE NORTHWESTERLY CORNER OF FLYING HORSE NO. 8 FILING NO. 3, RECORDED UNDER RECEPTION NO. 214713430, RECORDS OF EL PASO COUNTY, COLORADO;

THENCE S79°09'30"W, A DISTANCE OF 151.04 FEET TO THE POINT OF BEGINNING;

THENCE S08°50'00"E, A DISTANCE OF 102.60 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 09°05'00", A RADIUS OF 500.00 FEET AND A DISTANCE OF 79.27 FEET TO A POINT OF TANGENT;
THENCE S00°15'00"W, A DISTANCE OF 59.21 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 09°45'00", A RADIUS OF 500.00 FEET AND A DISTANCE OF 85.08 FEET TO A POINT OF TANGENT;
THENCE S09°30'00"E, A DISTANCE OF 64.26 FEET;
THENCE S23°45'45"W, A DISTANCE OF 50.00 FEET;
THENCE S00°11'04"W, A DISTANCE OF 158.89 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF BELLA SPRINGS FILING NO. 1, RECORDED UNDER RECEPTION NO. 200102105;

THENCE ON THE NORTHERLY BOUNDARY OF SAID BELLA SPRINGS FILING NO. 1 THE FOLLOWING (2) TWO COURSES;


- 1. N89°48'56"W, A DISTANCE OF 87.87 FEET;
- 2. N89°54'24"W, A DISTANCE OF 74.72 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EASTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 3488 AT PAGES 63, 65, AND 67;

THENCE N00°08'53"W, ON SAID EASTERLY BOUNDARY AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 574.09 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N04°55'36"W, HAVING A DELTA OF 03°54'24" A RADIUS OF 2155.00 FEET AND A DISTANCE OF 146.94 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 2.215 ACRES.

LEGAL DESCRIPTION STATEMENT:

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


DOUGLAS P. REINELT, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 30118
FOR AND ON BEHALF OF CLASSIC CONSULTING,
ENGINEERS AND SURVEYORS, LLC.

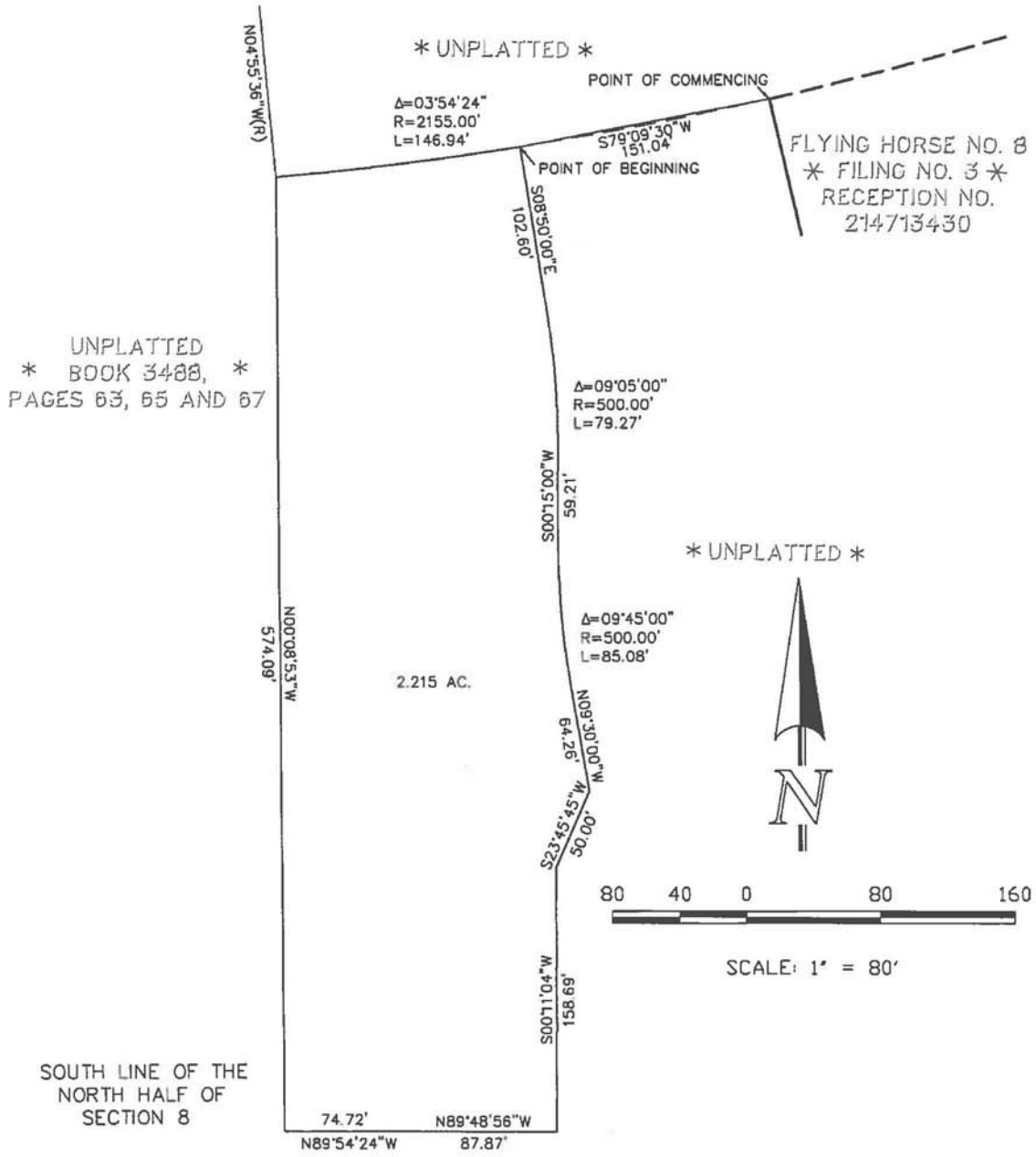


MARCH 20, 2014
DATE



6385 Corporate Drive, Suite 101 (719)785-0790
 Colorado Springs, Colorado 80919 (719)785-0799 (Fax)

FLYING HORSE
 REZONE
 WEST PORTION FILING NO. 4
 JOB NO. 1171.00-08
 SHEET 1 OF 1
 MARCH 19, 2014



* BELLA SPRINGS *
 * FILING NO. 1 *
 * RECEPTION *
 NO. 200102105

CCES, LLC DOES NOT EXPRESS NOR IMPLY ANY WARRANTY WITH THE ABOVE WRITTEN LEGAL DESCRIPTION AND EXHIBIT. THE LEGAL DESCRIPTION WAS WRITTEN FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT DEPICT A MONUMENTED LAND SURVEY.

FIGURE 4