
CITY PLANNING COMMISSION AGENDA

ITEM NO: 7.A – 7.C

STAFF: LARRY LARSEN

FILE NO: CPC A 13-00111 - LEGISLATIVE
FILE NO: CPC MP 13-00131 - LEGISLATIVE
FILE NO: CPC ZC 13-00130 - LEGISLATIVE

**PROJECT: SADDLETREE ANNEXATION & THE RIDGE AT CUMBRE VISTA
MASTER PLAN**

APPLICANT: M&S CIVIL CONSULTANTS, INC.

OWNER: NEXTOP HOLDINGS, LLC



PROJECT SUMMARY:

1. Project Description: This project includes the following applications: 1.) the Saddletree Annexation (**FIGURE 1 & 2**), 2.) the Ridge at Cumbre Vista Master Plan (**FIGURE 3**), and 3.) establishing the zone district as A/AO (Agricultural with Airport Overlay). The property is located south of Cowpoke Road, approximately ¼ mile west of the Cowpoke Road and Black Forest Road intersection and consists of approximately 14.18 acres.

The applications are necessary for the future development of the Ridge at Cumbre Vista project. The project proposes single-family detached residential use at the density of 3.5 to 7.99 dwelling units per acre. The submittal of a new base zone, development plan, and subdivision plat will be necessary prior to development of the subject property.

2. Applicant's Statement: (**FIGURE 4**)
3. Planning and Development Department's Recommendation: Approval the applications, subject to conditions.

BACKGROUND:

1. Site Address: Not applicable.
2. Existing Zoning/Land Use: County RR-5 Rural Residential / vacant & single-family residence to be removed (**FIGURE 5**)
3. Surrounding Zoning/Land Use:
North: PUD (Planned Unit Development) / Vacant (Planned: Residential – Wolfe Ranch)
South: County RR-5 (Rural Residential) / vacant
East: County A-5 (Agricultural) / Private Riding Arena
West: R-1-6000 / DF / AO (Single-Family Residential with Design Flexibility and Airport Overlays) / Single-family residences (Cumbre Vista)
4. Comprehensive Plan/Designated 2020 Land Use: Potential Annexation Area - General Residential
5. Annexation: Pending
6. Master Plan/Designated Master Plan Land Use: Pending - the Ridge at Cumbre Vista / single-family residential, 3.5 to 7.99 dwelling units per acre
7. Subdivision: Unplatted
8. Zoning Enforcement Action: None.
9. Physical Characteristics: The majority of the site slopes towards the south. The site has no significant vegetation (grasses and shrubs) or natural features.

STAKEHOLDER PROCESS AND INVOLVEMENT: The standard City notification process for the internal review included posting the property with a notice poster and mailing postcards to approximately 101 property owners within 1,000 feet of the project area.

One letter was received regarding drainage concerns. (**FIGURE 6**) The issue is being addressed in the review and approval of drainage plans for this project.

The same posting and notification process will be utilized prior to the CPC public hearing.

All applicable agencies and departments were asked to review and comment. No significant concerns were identified. All issues and concerns were incorporated into the development plan or provided as conditions of approval. Final compliance will be verified and confirmed prior to issuance of a building permit.

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

1. Design and Development Issues: None. This annexation and accompanying applications are the first steps toward the development of a small single-family residential neighborhood which is compatible with properties adjacent to the site within the City. No significant issues or concerns have been identified.
2. Conformance with the City Comprehensive Plan: The annexation and master plan are consistent with the City Comprehensive Plan. The Plan's 2020 Land Use Map identifies this area as a "Potential Annexation Area".

The following City Comprehensive Plan goals, objectives and policy statements apply to this project:

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 302c: Promote Compatibility between Land Uses of Differing Intensities: Design and develop mixed land uses to ensure compatibility and appropriate transitions between land uses that vary in intensity and scale.

Objective LU 5: Develop Cohesive Residential Areas: Neighborhoods are the fundamental building block for developing and redeveloping residential areas of the city. Likewise, residential areas provide a structure for bringing together individual neighborhoods to support and benefit from schools, community activity centers, commercial centers, community parks, recreation centers, employment centers, open space networks, and the city's transportation system. Residential areas also form the basis for broader residential land use designations on the citywide land use map. Those designations distinguish general types of residential areas by their average densities, environmental features, diversity of housing types, and mix of uses. Residential areas of the city should be developed, redeveloped and revitalized as cohesive sets of neighborhoods, sharing an interconnected network of streets, schools, parks, trails, open spaces, activity centers, and public facilities and services.

Policy LU 501: Plan Residential Areas to Integrate Neighborhoods into the Wider Subarea and Citywide Pattern: Plan, design, develop, and redevelop residential areas to integrate several neighborhoods into the citywide pattern of activity centers, street networks, environmental constraints, parks and open space, school locations and other public facilities and services.

Strategy LU 501a: Link Neighborhood Layout and Design to a Larger Residential Area: In master plans and in community planning areas, layout and design individual neighborhoods to form a coherent residential area.

Policy LU 601: Assure Provision of Housing Choices: Distribute housing throughout the City so as to provide households with a choice of densities, types, styles and costs within a neighborhood or residential area.

Objective N 1: Focus On Neighborhoods: Create functional neighborhoods when planning and developing residential areas. Regard neighborhoods as the central

organizing element for planning residential areas. Rely on neighborhood-based organizations as a means of involving residents and property owners in the decision-making process.

Objective N 3: Vary Neighborhood Patterns: Integrate a variety of housing types and densities with amenities, services, and retail uses to generate opportunities and choices for households. When the character, context and scale of the surrounding neighborhood are taken into account, mixed-use developments can provide unique opportunities for employment, shopping, housing choice, and public gathering space, while having a positive impact on the neighborhood.

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 City Planning and Development Staff that the Saddletree Annexation and the Ridge at Cumbre Vista Master Plan are consistent with the City's Comprehensive Plan 2020 Land Use Map and the Plan's goals, objectives and policies for General Residential use.

3. Conformance with the City Annexation Plan: This project is located within an existing enclave and is encouraged to be annexed when issues regarding the provision of utilities, facilities and services can be resolved. **(FIGURE 2)**

It is the finding of the City Planning and Development Staff that the Saddletree Annexation and the Ridge at Cumbre Vista Master Plan are consistent with the City's Annexation Plan for General Residential use.

4. Conformance with the Area's Master Plan: Not Applicable.

STAFF RECOMMENDATIONS:

Item No: 7.A CPC A 13-00111 – Annexation

Approve the Saddletree Village Annexation, based upon the finding that the annexation complies with the findings of City Code Section 7.6.203, subject to the following conditions and technical and/or informational modifications:

1. Prior to requesting the City Council to schedule their public hearing, the draft annexation agreement shall be approved by the applicant, Land Use Review, Engineering Development & Stormwater Review, Traffic Engineering, and City Utilities.
2. Prior to requesting the City Council to schedule their public hearing, City Budget staff must prepare the required fiscal impact analysis.
3. Provide Engineering Development & Stormwater Review's approval of the Master Development Drainage Plan (MDDP).
4. Provide the Bureau of Reclamation's approval for inclusion into the Southeastern Colorado Water Conservancy District.
5. Provide City Utilities approval and execute a Special Warranty Deed transferring water rights to the City (which will require the Owner to obtain an inventory of the Owner's water rights appropriations for the property) prior to recording.

Item No: 7.B CPC MP 13-00131 – Master Plan

Approve the Ridge at Cumbre Vista Master Plan based upon the finding that the plan complies with the review criteria of City Code Section 7.5.408, subject to the following conditions and technical and/or informational modifications:

1. Provide City Utilities' approval of the Master Plan's Utility Plan and wastewater facilities report.
2. On Sheet 1, under Site Data – Land Use, remove the existing zoning, it is not applicable.
3. On Sheet 1, show the zone districts and existing land uses on all adjacent properties. Remove the City or County designation, platting and ownership information.
4. On Sheet 1, under notes, Note #5, add "...and within the inclusion area of the Woodmen Heights Metro District".
5. On Sheet 1, under notes, Note #2 add, " ... adjacent property owners".

Item No: 7.C CPC ZC 13-00130 – Establishment of Zone District

Approve the establishment of the A/AO (Agricultural zone with Airport Overlay), based upon the finding that it complies with the review criteria of City Code Section 7.5.603.B.

ANNEXATION PLAT OF SADDLETREE VILLAGE TO THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO

KNOW ALL MEN BY THESE PRESENTS:

THAT THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, HAS ADOPTED THE FOLLOWING RESOLUTION:

LEGAL DESCRIPTION:

A CERTAIN TRACT OF LAND CONTAINING 1.18 ACRES OF LAND, MORE OR LESS, BEING THE EAST ONE-FOURTH (1/4) SECTION 8, TOWNSHIP 13 SOUTH, RANGE 65 WEST, AND RANGE 118 WEST, EL PASO COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, WITNESSETH THAT THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, HAS ADOPTED THE FOLLOWING RESOLUTION:

BEFORE THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, HAS ADOPTED THE FOLLOWING RESOLUTION, THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, HAS ADOPTED THE FOLLOWING RESOLUTION:

OWNER:
THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, HAS ADOPTED THE FOLLOWING RESOLUTION:

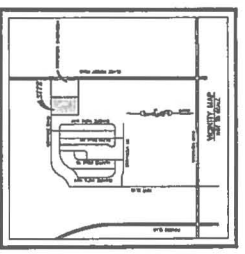
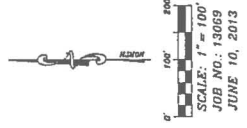
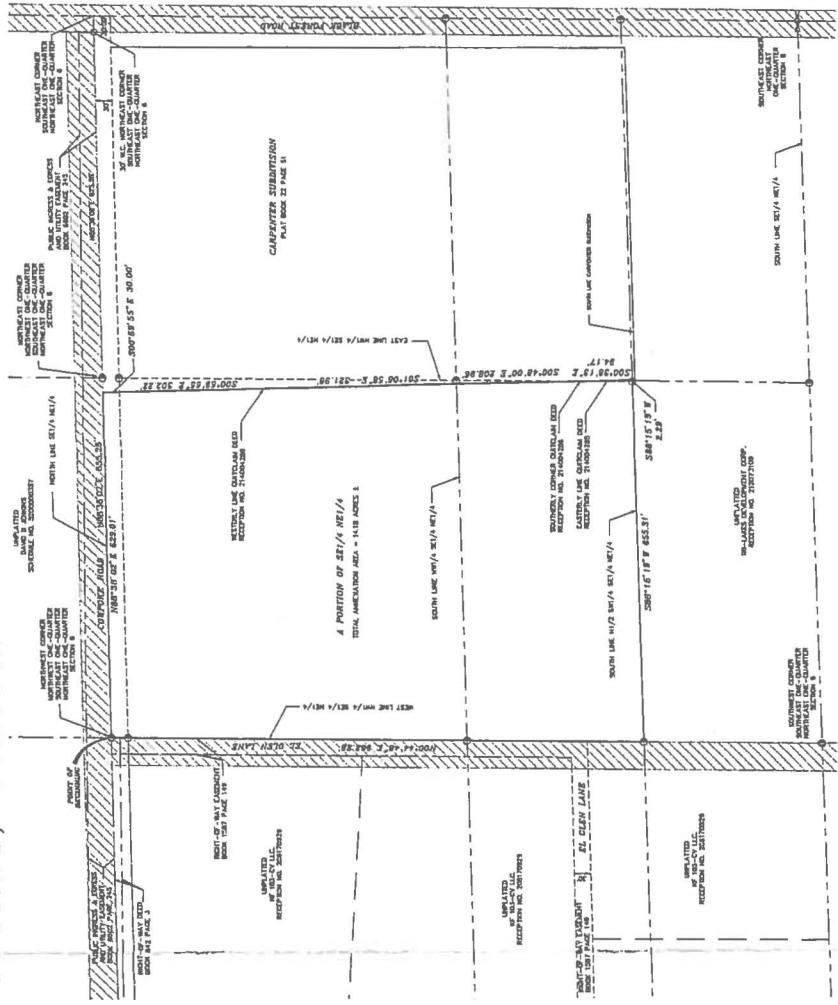
NOTARIAL:
STATE OF COLORADO)
COUNTY OF EL PASO)
I, _____, NOTARY PUBLIC, DO HEREBY CERTIFY THAT THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, HAS ADOPTED THE FOLLOWING RESOLUTION:

CITY APPROVAL:
ON BEHALF OF THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, HAS ADOPTED THE FOLLOWING RESOLUTION:

COMMISSARY ENDORSEMENT:
I, _____, COMMISSARY OF EL PASO COUNTY, COLORADO, DO HEREBY CERTIFY THAT THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, HAS ADOPTED THE FOLLOWING RESOLUTION:

RECORDING:
STATE OF COLORADO)
COUNTY OF EL PASO)
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE COUNTY OF EL PASO, COLORADO, AND IS A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT AS FILED.

NOTICE IS HEREBY GIVEN:
THAT THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, HAS ADOPTED THE FOLLOWING RESOLUTION:



DATE OF P.C. SURVEY: FEBRUARY 3, 2014
PROJECT: ANNEXATION PLAT OF SADDLETREE VILLAGE TO THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO
PROJECT NUMBER: 1306846
DATE OF P.C. SURVEY: FEBRUARY 3, 2014
PROJECT: ANNEXATION PLAT OF SADDLETREE VILLAGE TO THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO
PROJECT NUMBER: 1306846

DATE: 2.12.14

STATE OF COLORADO)
COUNTY OF EL PASO)
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE COUNTY OF EL PASO, COLORADO, AND IS A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT AS FILED.
DATE: 2.12.14

RAMPART SURVEYS, INC.
F.O. Box 303
Pueblo, CO, 81004
(719) 847-0820

**SADDLETREE VILLAGE ANNEXATION
ANNEXATION AGREEMENT**

THIS ANNEXATION AGREEMENT, dated this ____ day of _____, 20____, is between the City of Colorado Springs, a home rule city and Colorado municipal corporation ("City"), and Nextop Holdings, 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 Ridge at Cumbre Vista Master Plan for the Property has been proposed and submitted to the City for approval. Owners will comply with the approved 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 and Development Department of the City agrees to recommend that the initial zone for the Owners' Property shall be zoned A (Agricultural) upon annexation. While zoned A, a development plan shall be required for any use requiring a building permit except for agricultural uses. Owners acknowledge and understand that the City Council determines what an appropriate zone is for the Property, and this recommendation does not bind the Planning Commission or City Council to adopt the recommended 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. Rezoning in accord with the Master 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. The Owner and City agree that the Metropolitan Districts have been created to design, extend, install, and construct specific public facilities and improvements as identified in this Agreement.

1. Woodmen Road Metropolitan District (WRMD). Annexor acknowledges that Woodmen Road shall be designed and constructed to meet City Subdivision Code and Public Works Policy Manual design standards as identified and in accord with the County's Major Thoroughfare Plan and the City's Intermodal Transportation Plan. The City has previously entered into an Intergovernmental Agreement (the "Woodmen Road IGA"), originally approved

February 25, 2003, and as subsequently amended, concerning Woodmen Road with the WRMD and the County. The Woodmen Road IGA provides for construction by the WRMD of improvements to Woodmen Road required by the City. In full satisfaction of Annexor's obligation for any needed improvements to Woodmen Road, Annexor agrees to petition for inclusion of the Annexor's Property into the WRMD or provide WRMD approval of a one-time participation fee.

2. Woodmen Heights Metropolitan District (WHMD). Annexor acknowledges that specified public improvements shall be designed and constructed to meet City Subdivision Code and Public Works Policy Manual design standards. It should be noted that WHMD was responsible for the design and construction of area roadway improvements including Sorpresa Lane, Cowpoke Road, and Tutt Boulevard to meet City Subdivision Code and Public Works Policy Manual design standards. WHMD has also responsible for the design and construction of the following other public improvements including the Cumbre Vista Park, the extension of streets and city utilities for water, wastewater, gas and electric service. The City has entered into an Intergovernmental Agreement (the "Woodmen Heights IGA"), approved _____, concerning the above mentioned public improvements with the WHMD. The Woodmen Heights IGA provides for construction by the WHMD of the public improvements required by the City. In full satisfaction of Annexor's obligation for any needed improvements to Woodmen Road, Annexor agree to petition for inclusion of the Annexor's Property into the WHMD or provide WHMD approval of a one-time participation fee.

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

1. On-Site or Adjacent Streets

a. Cowpoke Road: Cowpoke Road right-of-way is located partially within the City at this time. This annexation will effectively include all of the right-of-way within the City. Cowpoke Road was re-constructed as part of the Powerwood No. 3-6 Annexation and the Cumbre Vista project. No additional improvements, except for the construction of a public sidewalk at the time of development, are required as part of this annexation. A cost recovery for Cowpoke Road may be imposed.

b. Eastern "No-Name" Street Extension: This street connection is necessary to provide a future possible frontage road link parallel to Black Forest Road. This street shall not be required to be built until such time as the properties to the south are annexed into City. This street construction will be the responsibility of future annexors to the south at the time of their project development.

2. Off-Site Streets and Bridges: Not Applicable.

3. Traffic Control Devices. Owner shall pay for installation of traffic and street signs, striping, and traffic control devices, and permanent barriers, together with all associated conduit for all streets within or contiguous to the Property as determined necessary by the City and in accord with uniformly

applied criteria set forth by the City. Traffic signals will be installed only after the intersection warrants signals, as outlined in the Manual on Uniform Traffic Control Devices in use at the time or another nationally accepted standard. Once the intersection meets the outlined criteria, the City will notify the Owner in writing and the Owner will install the traffic signal within one hundred eighty (180) days after receipt of that notice. The Owner will be responsible for all components of the traffic signal, except the City will supply the controller equipment and cabinet (Owner will reimburse the City for its reasonable costs of the equipment and cabinet).

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 Cottonwood Creek Drainage Basin Planning Study and the Sand Creek Drainage Basin Planning Study.

E. Parks Fees in lieu of park land dedication shall be required for this annexation.

F. Schools: Fees in lieu of school land dedication shall be required for this annexation.

G. Improvements Adjacent to Park and School Lands. Not Applicable.

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

Owners shall provide CSU all written, executed conveyances prior to platting or prior to the development of the Property as determined by CSU in its sole discretion. Owners shall pay all fees and costs applicable to and/or associated with the platting of the real property to be dedicated to the City, and all fees and costs associated with the conveyance of real property interests by plat or by separate instrument, including but not limited to, Phase 1 and Phase 2 environmental assessments, 'closing' costs, title policy fees, and recording fees for any deeds, permanent or temporary easement documents, or other required documents. Dedicated and/or deeded properties and easements are not, and shall not be, subject to refund or reimbursement and shall be deeded or dedicated to the City free and clear of any liens or encumbrances, with good and marketable title and otherwise in compliance with City Code § 7.7.1802.

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

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

modification. CSU will only relocate existing gas or electric facilities during time frames and in a manner that CSU determines will minimize outages and loss of service.

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

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

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

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, in its sole discretion, determines necessary to incur in order to maintain water quality in its system as a result of Owners' water system extensions, including but not limited to, the cost of any lost water, materials and labor from pipeline-flushing maintenance activities, temporary pipeline loop extensions, or other appurtenances and measures that CSU determines are necessary to minimize pipeline flushing and to

maintain water quality (Water-quality Maintenance Costs). Owners shall reimburse CSU for such Water-quality Maintenance Costs within thirty (30) days of receipt of an invoice for such costs.

E. Limitation of Applicability: The provisions of this Agreement set forth the requirements of the City and CSU in effect at the time of the annexation of the Property. These provisions shall not be construed as a limitation upon the authority of the City or CSU to adopt different ordinances, rules, regulations, resolutions, policies or codes which change any of the provisions set forth in this Agreement so long as these apply to the City generally and are in accord with the then-current tariffs, rates, regulations and policies of Spring Utilities. 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 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. 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.

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

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

Upon annexation of the Property, any wells or groundwater developed by Owners prior to annexation will become subject to CSU's applicable tariffs, Rules and Regulations, and rates as amended in the future. Owners' uses of groundwater shall be subject to approval by the City and CSU, and shall be consistent with CSU's standards, tariffs, policies, and the City's ordinances, resolutions and policies for

the use of groundwater now in effect or as amended in the future. No commingling of well and City water supply will be permitted.

VIII. FIRE PROTECTION

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

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

IX. FIRE PROTECTION FEE

The Owners agree to pay a fee of \$1,631.00 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. Fee payment for the gross acreage of each phase of development shall be made prior to issuance of the initial subdivision plat for that phase. When land purchase and construction of the Fire station and acquisition of the apparatus required to service this annexation are imminent, the City shall notify Owners in writing that payment of the Fire Protection Fee required by this Agreement is due in full. Owners shall have 60 days to make arrangements to pay the Fire Protection Fees due on the remaining gross acreage of the annexed Property for which the fee has not previously been paid at platting. The fee shall be subject to a yearly escalation factor, as determined by the City, equal to the increase in the City of Colorado Springs Construction Index from the date of this agreement. The City agrees as future annexations occur within the service area of the proposed fire station the owners of future annexations will be required to pay a per-acre fee to the City for the capital improvements to the fire station.

X. POLICE SERVICE FEE

The Owner agrees to pay a fee of \$677.00 per gross acre of the entire annexed area as Owner's share of the capital cost of a new police station and the initial equipment purchase required

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

XI.
PUBLIC LAND DEDICATION

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

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

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

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

XII.
SPECIAL PROVISIONS

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

XIII.
ORDINANCE COMPLIANCE

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

XIV.
ASSIGNS AND DEED OF TRUST HOLDERS

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

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

XV.
RECORDING

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

XVI.
AMENDMENTS

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

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

XVII. HEADINGS

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

XVIII. DEFAULT AND REMEDIES

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

XIX. GENERAL

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

XX. SEVERABILITY

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

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

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY

PROPERTY OWNERS:

ACKNOWLEDGMENT

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

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

Witness my hand and notarial seal.

My commission expires: _____

Notary Public
Address: _____

DEED OF TRUST HOLDER:

By: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

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

Witness my hand and notarial seal.

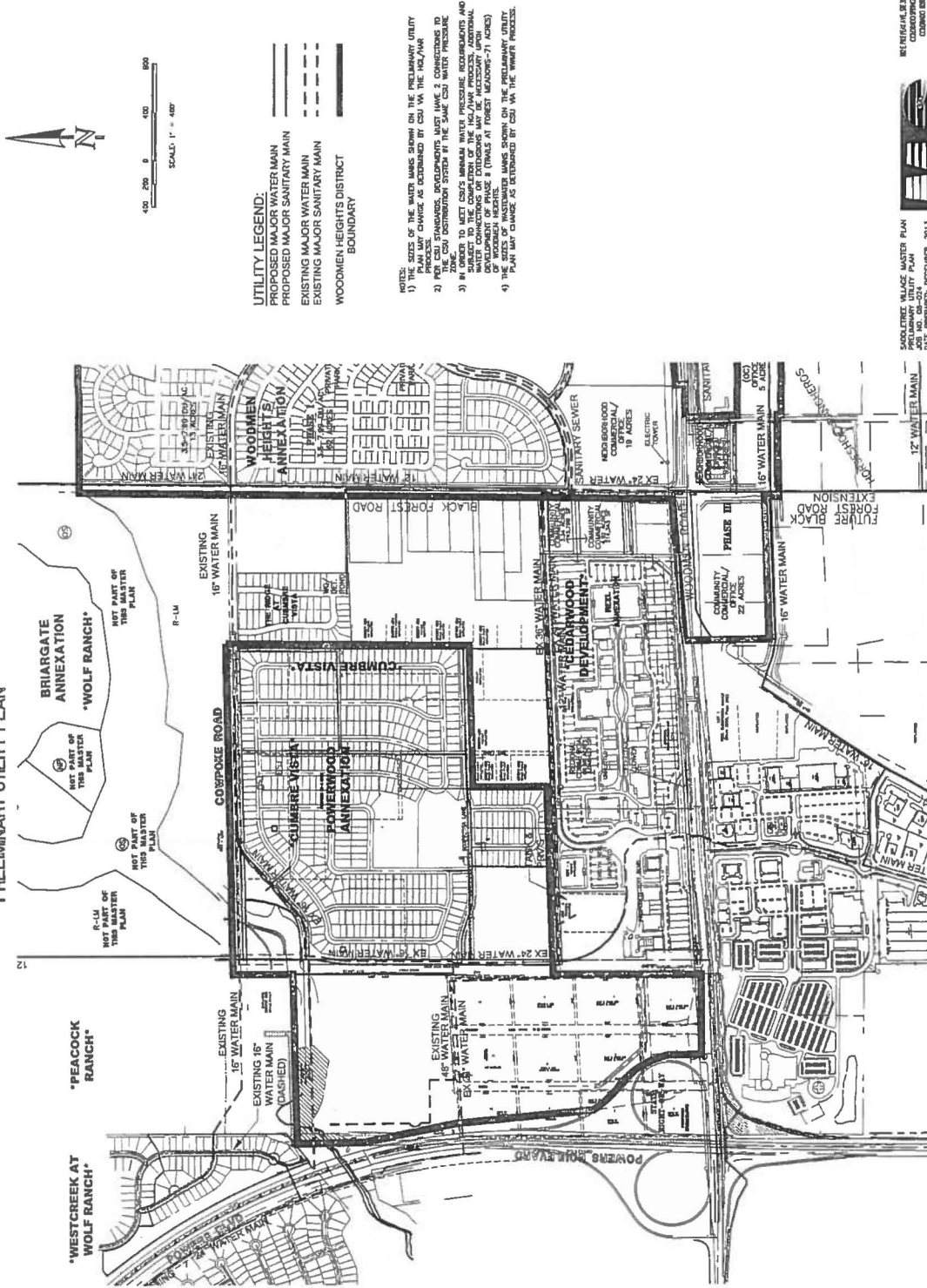
My commission expires: _____

Notary Public
Address: _____

FIGURE 2

EXHIBIT A
LEGAL DESCRIPTION

SADDLETREE VILLAGE MASTER PLAN PRELIMINARY UTILITY PLAN



UTILITY LEGEND:
 PROPOSED MAJOR WATER MAIN
 PROPOSED MAJOR SANITARY MAIN
 EXISTING MAJOR WATER MAIN
 EXISTING MAJOR SANITARY MAIN
 WOODMEN HEIGHTS DISTRICT BOUNDARY

NOTES:
 1) THE SIZES OF THE WATER MAINS SHOWN ON THE PRELIMINARY UTILITY PLAN MAY CHANGE AS DETERMINED BY CSU VIA THE HQ/HAR FOR THE CSU DISTRIBUTION SYSTEM IF THE SAME CSU WATER PRESSURE IS REQUIRED.
 2) IN ORDER TO MEET CSU'S MINIMUM WATER PRESSURE REQUIREMENTS AND DEVELOPMENT OF PHASE II (TRAILS AT FOREST MEADOWS-71 ACRES) WATER CONNECTIONS OR EXTENSIONS MAY BE NECESSARY AND THE SIZES OF WASTEWATER MAINS SHOWN ON THE PRELIMINARY UTILITY PLAN MAY CHANGE AS DETERMINED BY CSU VIA THE WWPB PROCESS.

WOODMEN HEIGHTS WATER MAIN
 PRELIMINARY UTILITY PLAN
 JOB NO. 09-2014
 DATE: OCTOBER, 2013

WETTER/FAIRBANKS
 CIVIL CONSULTANTS, INC.
 1711 MAIN STREET
 SUITE 200
 DENVER, CO 80202

CITY FILE NO: CPC MP 13-131
 SHEET 2 OF 2

FIGURE 3



102 E. Pikes Peak Ave., Ste. 306
Colorado Springs, CO
Mail to: P.O. Box 1360
Colorado Springs, CO
80901-1360
v 719.955.5485 f 719.444.8427

City of Colorado Springs
Planning Department
30 S. Nevada Ave., Suite 102
Colorado Springs, CO 80901

November 5, 2013

RE: Project Statement for Saddletree Village Master Plan and Annexation

Dear Mr. Larsen,

The Saddletree Village is located west of Black Forest Road, South of Cowpoke Road in Section 6, Township 13 South, Range 65 west of the 6th P.M. in the City of Colorado Springs, El Paso County, Colorado.

The following package contains a request for approval of an; Annexation Plat, a Master Plan, and a change of Zone for 13.98 Acres. The site is directly adjacent to the City of Colorado Springs boundary on the west and north sides. [To the west is the Cumbre Vista residential subdivision, to the north is a proposed residential land use within the Wolf Ranch Master Plan.] To the east and south are existing mixed use (Residential/Commercial/Light Industrial) land parcels in El Paso County. The proposed site can be considered an “enclave” within the City of Colorado Springs Comprehensive Plan, and is considered a “Potential Annexation Area” on the City of Colorado Springs 2020 Land Use Map. The proposed land use is compatible with the adjacent planned land uses in the City of Colorado Springs.

The proposed development is planned to consist of approximately 60-70 single family residential lots, with standard public 50-foot wide street rights-of-way with utilities, sidewalks, etc... The development will be planned and constructed as a “typical” residential subdivision, per normal standards and specifications in the City of Colorado Springs and Colorado Springs Utilities. The lots sizes will average 8,500 square feet. The homes sizes will vary from 1,600-4,000 square feet. Public facilities will include the public streets, utilities, sidewalks, and storm water detention via Sand Creek Regional Detention Basin No. 6. No public school site or park site is planned for dedication within the proposed master plan. School and Park fees will be paid in lieu of land dedication.

The existing land parcel contains a two-story single family home with a detached garage/shed and barn. The existing home and structures are serviced by; a well for water, a septic system, and electric from an overhead service line serviced by Mountain View Electric. The existing home, outbuildings and utilities will be properly removed, discarded or abandoned upon redevelopment in the City of Colorado Springs.

The site was included within the Master Development Drainage Plan for Woodmen Heights, and within the Wastewater Master Facility Plan for Woodmen Heights. Development of the proposed property is not likely to require an amendment to these previously approved master plan studies. However, a final

drainage report and findings from a Hydraulic Grade Line Request will determine the final infrastructure characteristics.

The master plan conforms to the City's intermodal transportation plan. The development will be accessed in two locations off of Cowpoke Road. Cowpoke Road (Proposed Minor Arterial) connects to Black Forest Road on the east, and Tutt Boulevard on the west (Existing Major Arterial). The development will plan for a 50-foot right-of-way extension for the property to the south. No other internal transportation circulation through the development is planned. Right-of-Way for Cowpoke Road will be dedicated with a subdivision final plat.

The proposed site does not contain any significant natural features. The property is not within a FEMA designated floodplain and does not contain any wetlands or endangered species.

The applicant respectfully requests that the fiscal impact analysis be prepared by the City of Colorado Springs Budget Office. Due to the size of the proposed development (~14 acres, 60-70 Lots), no major off-site infrastructure needs, etc....the inclusion of the property into the City of Colorado Springs should not create a significant burden.

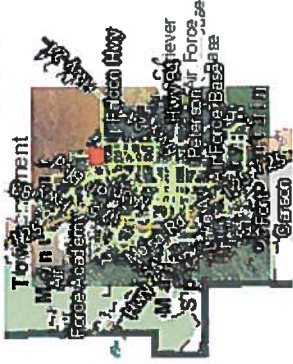
On behalf of the owners of Nextop Holdings, LLC, we respectfully request that attached plans and the associated applications be reviewed for comment by the City of Colorado Springs land development staff.

Sincerely,



Virgil A. Sanchez, P.E.

Saddletree Village Annexation

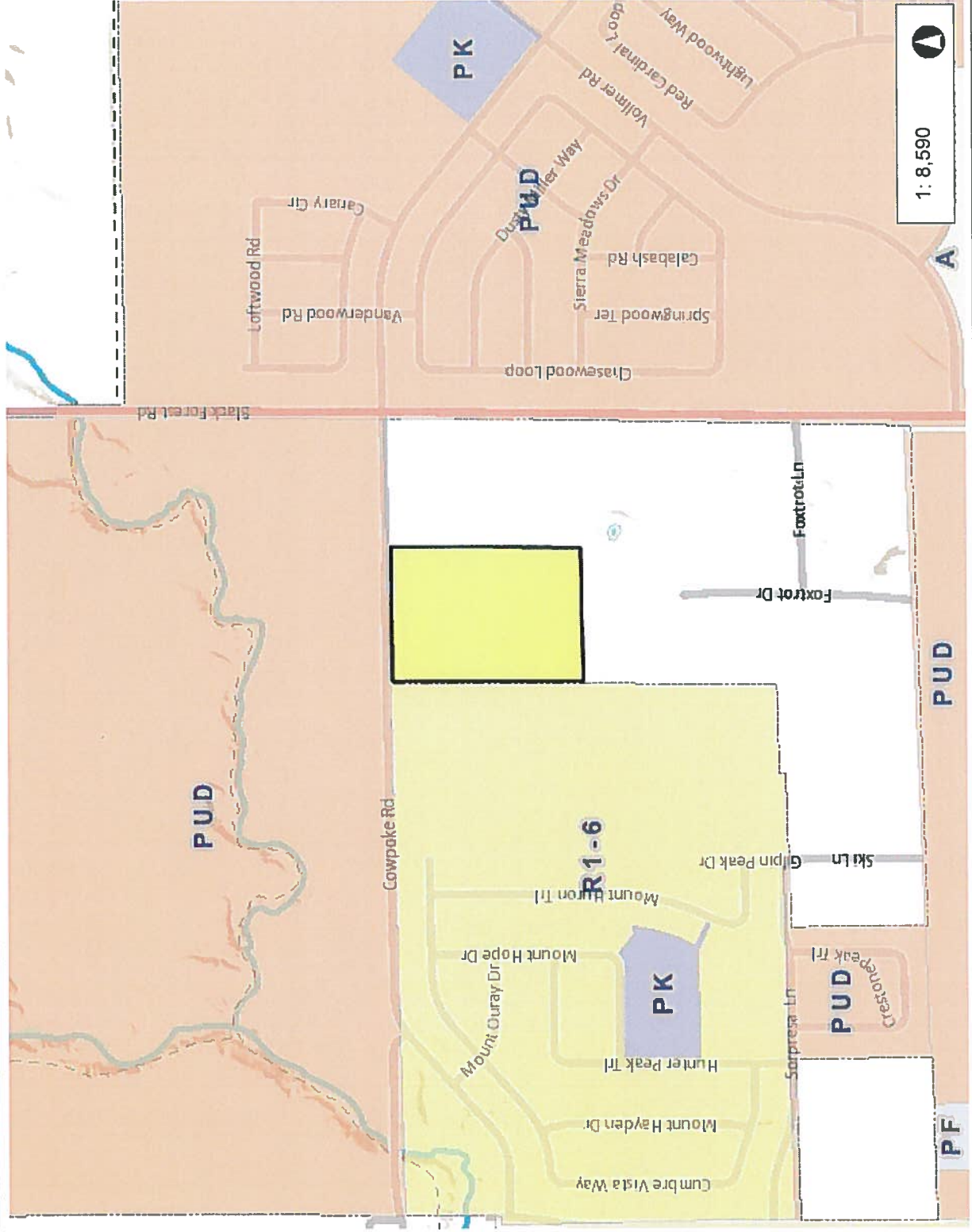


Legend

Base Zone - Fill

A	R	R1-9	R1-6	R2	R4	R5	TND	OR	OC	PBC	C5	C6	PIP1	PIP2	M1	M2	PF	PK	APD	PCR	PUD	SU	UND	National Forest	
[Light Yellow]	[Yellow]	[Light Green]	[Green]	[Light Blue]	[Blue]	[Dark Blue]	[Purple]	[Dark Purple]	[Red-Orange]	[Orange]	[Light Orange]	[Orange]	[Dark Orange]	[Purple]	[Blue-Gray]	[Blue]	[Dark Blue]	[Light Blue]	[Blue]	[Dark Blue]	[Dark Blue]	[Orange]	[Light Gray]	[White]	[Green]

Notes



1: 8,590



This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
 THIS MAP IS NOT TO BE USED FOR NAVIGATION

NAD_1983_StatePlane_Colorado_Central_FIPS_0502_Feet
 © Latitude Geographics Group Ltd.

FIGURE 5

Tri-Lakes Development Corp.
1450 Old North Gate Rd.
Colorado Springs, CO 80921
(719)574-3642
fherman@TriLakesDevelopment.com

December 3, 2013

Mr. Larry Larsen
Planning and Community Development
City of Colorado Springs
P.O. Box 1575, MC 155
Colorado Springs, CO 80901-1575

Larry--

I have received your mailing for the Saddletree Village Annexation and The Ridge at Cumbre Vista Master Plan, and have reviewed the documents that I was able to find on-line for the filings. I am generally in favor of the project as far as the disclosures to date, but have one potential issue regarding drainage.

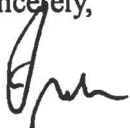
I understand that a drainage report needs to be provided for the project and that it is too early for a drainage study to be submitted. I did find the drainage report for the adjacent Cumbre Vista Master Plan (CVMP,) and my review of that report indicates that the proposed project parcel is outside of this master plan study area. The CVMP drainage study does show that the subject parcel drains partly into the Cottonwood Creek basin, and partly into the Sand Creek basin. Our parcel appears to be entirely within the Sand Creek basin, and as such, it may be impacted by the planned improvements to Black Forest Rd..

Until the applicants submit a drainage study for their project, I will not be able to determine to what extent, if any, their grading will impact our property. Accordingly, I would like to put your department on notice that we do not agree to accept any developed flow onto our property (5306000011,) and do understand that we still are required to accept historical flow from the subject property.

I would appreciate receiving a printed copy of the applicants drainage report when it is submitted in the future. I furthermore reserve the right to comment on any proposed infrastructure improvements to the subject property as additional submissions becomes available, prior to City approval of the project.

On another note, I heard that you will be having foot surgery this month and hope you have a speeding recovery, and I hope you will be back on the dance floor soon :o)

Sincerely,



Frederic Herman, P.E.
President, Tri-Lakes Development Corp.