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# NEW BUSINESS CALENDAR

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ITEMS: 4.A-4.D

STAFF: LARRY LARSEN

FILE NOS.:

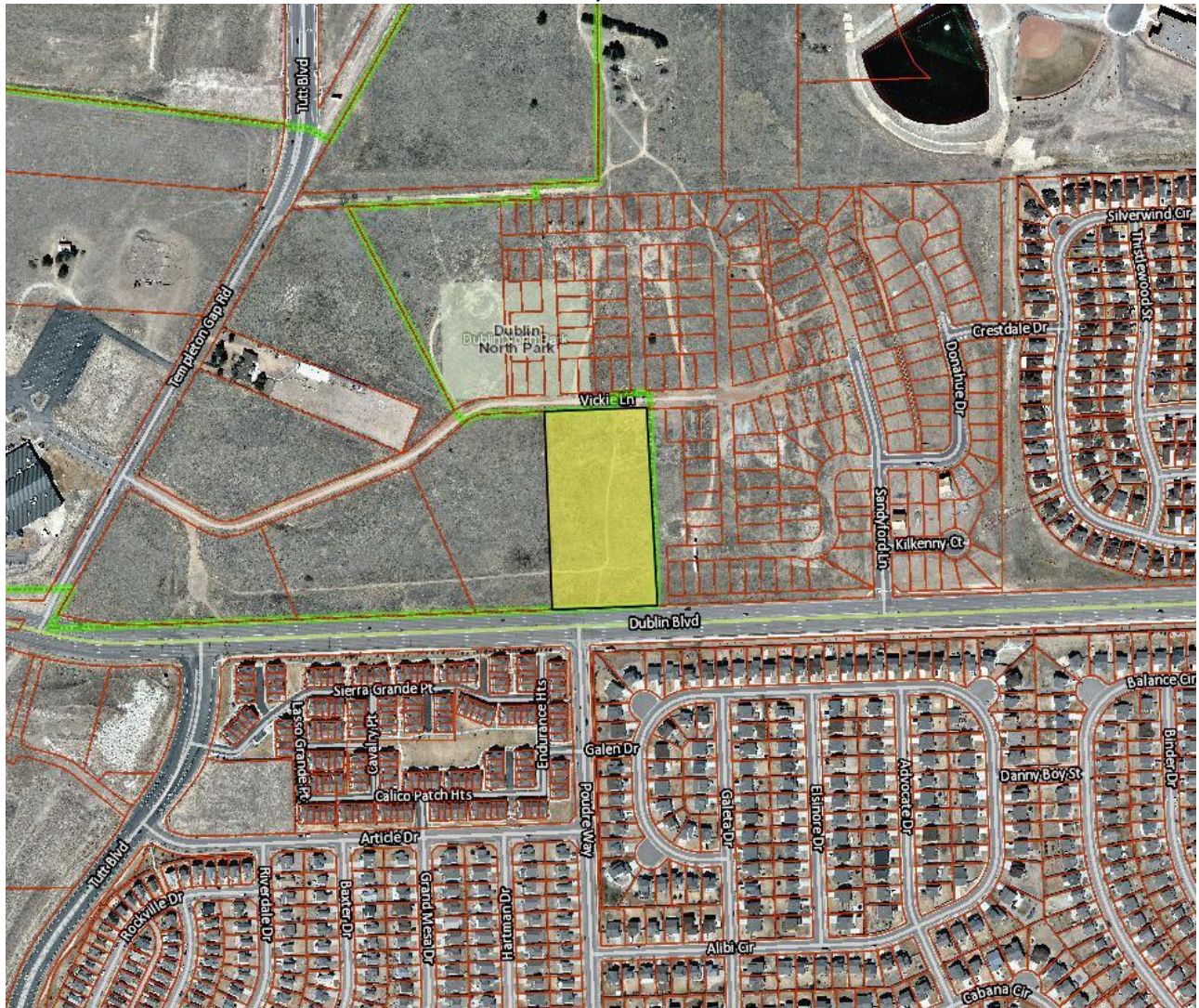
CPC A 13-00043 – LEGISLATIVE

CPC MP 06-00069-A3MJ14 - LEGISLATIVE

CPC PUZ 14-00043 – LEGISLATIVE

CPC PUD 06-00108-A6MJ14 - QUASI-JUDICIAL

**PROJECT:** DUBLIN NORTH ANNEXATION 1D AND DUBLIN NORTH PHASE 7  
**APPLICANT:** GUMAN AND ASSOCIATES  
**OWNER:** APALOOSA INVESTMENTS, LLC



**PROJECT SUMMARY:**

1. Project Description: Request by Guman and Associates on behalf of Apaloosa Investments, LLC for consideration of the following applications: 1.) the Dublin North 1D Annexation (**FIGURES 1 & 2**); 2.) an amendment to the Dublin North Master Plan (**FIGURE 3**); 3.) establishment of the PUD/AO (Planned Unit Development: Detached Single-Family Residential, maximum density 5.66 dwelling units per acre, maximum building height of 30 feet, with Airport Overlay) zone district; and 4.) an amendment to the Dublin North Development Plan (Phase 7) (**FIGURE 4**).

If approved the applications would allow the property to be included within the City and be developed for single-family residential use, specifically for 22 single-family residential lots, City streets, and landscape areas.

The property is located northwest of the Dublin Boulevard and Sandyford Lane intersection, south of Vickie Lane and consists of 5.0 acres.

2. Applicant's Project Statements: (**FIGURE 5**)
3. Planning and Development Department's Recommendation: Approval of the applications subject to technical modifications.

**BACKGROUND:**

1. Site Address: Not applicable
2. Existing Zoning/Land Use: County A/AO (Agricultural with Airport Overlay) / Vacant (**FIGURE 6**)
3. Surrounding Zoning/Land Use:  
North: PUD (Planned Unit Development – Residential) / Vacant (Planned: Single-Family Residential)  
South: R-1-6000 (Single-Family Residential) / Single-family residences  
East: PUD (Planned Unit Development – Residential) / Vacant (Planned: Single-Family Residential)  
West: County RR-5 (Rural Residential) / Vacant
4. Comprehensive Plan/Designated 2020 Land Use: General Residential
5. Annexation: Pending
6. Master Plan/Designated Master Plan Land Use: Pending - Dublin North Master Plan - Residential
7. Subdivision: Dublin North Filing #7 (Pending)
8. Zoning Enforcement Action: None.
9. Physical Characteristics: The site slopes slightly towards the southwest. The site has no significant vegetation (grasses and shrubs) or natural features.

**STAKEHOLDER PROCESS AND INVOLVEMENT:** The standard City notification process was used for the applications' internal review and included posting the property with a notice poster and mailing postcards to approximately 202 property owners within 1,000 feet of the project area. No e-mail or letters of concerns were received.

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.

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

1. Design and Development Issues: This is a simple addition to an existing development plan and allows for an additional 22 lots.
  - a. Fiscal Impact Analysis: The City Budget Office prepared the Dublin North 1D Annexation Fiscal Impact Analysis and found that the annexation provides a positive cumulative cash flow for the City. **(FIGURE 7)**
  - b. Land Use Compatibility: This existing project is located within an area being developed for single-family residential neighborhoods.
2. Conformance with the City Comprehensive Plan: The annexation and use is consistent with the City's Comprehensive Plan. The Plan's 2020 Land Use Map identifies this area as a "Potential Annexation Area - General Residential".

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 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 Dublin North 1D Annexation and the Dublin North Phase 7 project 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 5.00 acre annexation and master plan is a logical annexation of a part of an enclave that clearly belongs in the City. Although the proposed plan for this relatively small part of a larger development does not include some of the desired aspects of land use mix and connectivity supported by the Comprehensive Plan, it does meet the minimum requirements. It is also noted that the property is part of the 'Future Inclusion Area' of the Dublin North Metropolitan Districts. The applicant should specifically address whether they intend to include this property in that district. Finally, the applicant will need to address inclusion into the Southeastern Colorado Water Conservancy District.

*It is the finding of the City Planning and Development Staff that the Dublin North 1D Annexation and the master plan amendment are consistent with the City's Annexation Plan for General Residential use.*

4. Conformance with the Area's Master Plan: This project is to be located within the Dublin North Master Plan area is designated for residential use.

*It is the finding of the City Planning and Development Staff that the Dublin North Phase 7 project is consistent with the Dublin North Master Plan.*

5. Zone Change to Planned Unit Development (PUD): The proposed zone is PUD/AO (Planned Unit Development: Detached Single-Family Residential, maximum density 5.66 dwelling units per acre, maximum building height of 30 feet, with Airport Overlay).

Zone change requests are reviewed based upon the zone change criteria found in City Code Section 7.5.603.B. Further, zone changes to Planned Unit Development are reviewed based

upon the establishment and development of a PUD zone criteria found in City Code Section 7.3.603.

*It is the finding of the City Planning and Development Staff that the zone change meets the zone change criteria found in City Code Section 7.5.603.B and the establishment and development of a PUD zone criteria found in City Code Section 7.3.603.*

6. Development Plan Amendment: The Dublin North PUD Development Plan Amendment is submitted in conjunction with the zone change application for this project.

PUD Development plans are reviewed based upon the PUD development plan review criteria found in City Code Section 7.3.606.

*It is the finding of the City Planning and Development Staff that the PUD development plan meets the development plan review criteria found in City Code Section 7.3.606.*

### **STAFF RECOMMENDATIONS:**

#### **Item No: 4.A CPC A 13-00043 – Annexation**

**Approve** the Dublin North 1D 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:

#### **Technical Modifications on the Annexation:**

1. Prior to setting the City Council's public hearing provide the City Attorney's, City Utilities, City Engineering, City Traffic, and Land Use Review's approval of the executed annexation agreement.
2. Provide City Utilities approval of the executed 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).
3. Provide the Bureau of Reclamation's approval for inclusion into the Southeastern Colorado Water Conservancy District to Land Use Review and City Utilities.

#### **Item No: 4.B CPC MP 06-00069-A3MJ14 – Master Plan Amendment**

**Approve** the Dublin North Master Plan Amendment upon the finding that the plan complies with the review criteria of City Code Section 7.5.408, subject to the following technical and informational modifications:

#### **Technical Modifications on the Master Plan Amendment:**

1. Show the proposed amendment on the existing approved Dublin North Master Plan. Include all updated plan sheets.
2. Clearly "cloud" all areas of change associated with this amendment.
3. Show the Parks and Recreation's approved neighborhood 3.5 acre park site.
4. Changes to the master plan will include:
  - a. Showing the City file number, "CPC MP 06-00069-A3MJ14", in the lower right corner of each sheet;
  - b. On Sheet 1, update the Data Table regarding acreage;
  - c. On Sheet 1, update the Proposed Land Use Table;
  - d. On Sheet 1, add the Dublin North 1D Annexation to the Annexation Table;

- e. On Sheet 1, update the park and school dedication statements;
- f. On Sheet 2, add the Dublin North 1D legal description;
- g. On Sheet 3, add any specific Dublin North 1D Notes, if applicable;
- h. On Sheet 4, show the Dublin North 1D area and only include: "Dublin North 1D – Residential – 8.00 – 11.99 du / ac – 5.00 ac";
- i. On Sheet 4, show the neighborhood park site;
- j. On Sheets 5 & 6, show the Dublin North 1D area and neighborhood park site.
- k. On Sheet 1, update the amendment history box as provided in the 6/11/14 review letter.

**Item No: 4.C           CPC PUZ 14-00043 – Establishment of Zone District**

**Approve** the establishment of the PUD/AO (Planned Unit Development: Detached Single-Family Residential, maximum density 5.66 dwelling units per acre, maximum building height of 30 feet, with Airport Overlay) zone district, based upon the finding that the change complies with the zone change criteria found in City Code Section 7.5.603.B and the PUD establishment criteria found in City Code Section 7.3.603.

**Item: 4.D       CPC PUD 06-108-A6MJ14 – PUD Development Plan Amendment**

**Approve** the Dublin North Phase 7 PUD Development Plan Amendment based upon the finding that the plan complies with the PUD development plan review criteria in City Code Section 7.3.606, subject to the following technical and informational modifications:

**Technical Modifications on the PUD Development Plan:**

1. Provide City Real Estate Services approval that all required easements have been properly vacated.
  2. It is also noted that the property is part of the 'Future Inclusion Area' of the Dublin North Metropolitan District. A note should be added to specifically address whether it is intend to include this property in that district.
  3. Vickie Lane must now be included, designed, and constructed from this project, west to Templeton Gap Road. Show Vickie Lane as part of this development plan on Sheets 1, 4, 7, 10, &11.
  4. On Sheet 1, under General Notes, add the following note: "Any assignments of drainage basin credits must be in the name of the ownership as shown on the plat at time of submittal for recordation. Credit assignments must be submitted to the City, Engineering Review Stormwater Department and approved by the City Finance section prior to submittal of the plat for recordation."
  5. On Sheet 1, under Site Data and Proposed Zoning, add the new ordinance number that will be provided for this Phase 7 area; maintain the previous ordinance number.
  6. On Sheets 2, 5, 9, 12 & 14, remove the screening wall from Tract Q and show a sidewalk connection between the Donahue Drive and Edmondstown Drive intersection south to the Dublin sidewalk.
  7. On Sheet 1, under Site Data, change 30 to 22 for the number of lots within Phase 7.
  8. On Sheets 7, 8 & 9, modify plan to eliminate overlapping text.
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**ANNEXATION PLAT**  
**DUBLIN NORTH 1D**  
 TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,  
 EL PASO COUNTY, STATE OF COLORADO

**EDWARD-JAMES SURVEYING, INC.**

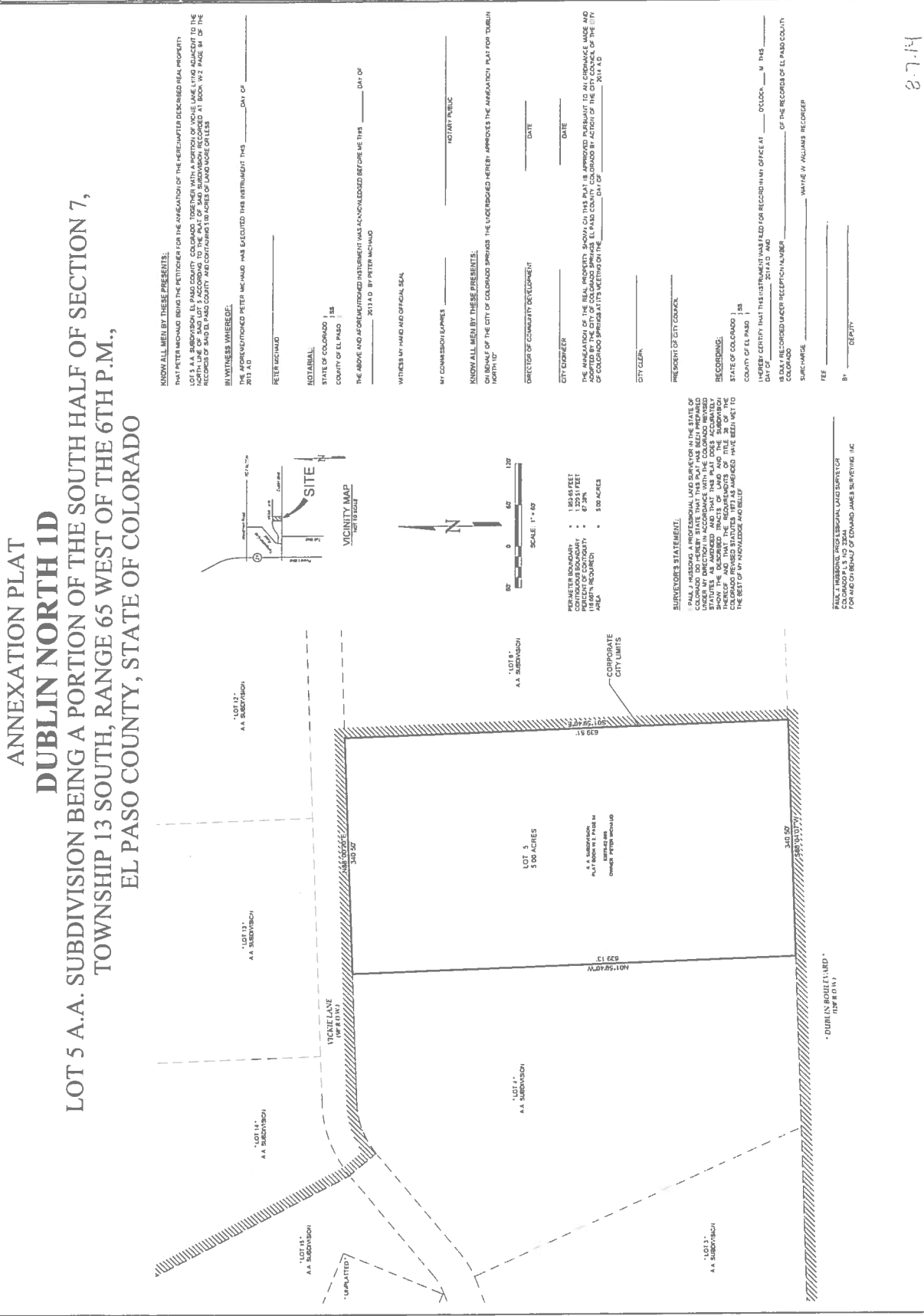
1005 EASTON DRIVE  
 COLORADO SPRINGS, CO 80907  
 OFFICE: (719) 576-1216  
 FAX: (719) 576-1206  
 CELL: (719) 545-4747

LOT 5 A.A. SUBDIVISION BEING A PORTION OF THE SOUTH HALF OF SECTION 7,  
 TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,  
 EL PASO COUNTY, STATE OF COLORADO

**ANNEXATION PLAT**  
**DUBLIN NORTH 1D**

TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,  
 EL PASO COUNTY, STATE OF COLORADO

DRAWN BY: DJM  
 CHECKED BY: JLS  
 U.S. SCALE: 1" = 50'  
 ASHED: 07/18/00  
 DATE CREATED: 03/12/13  
 DATE ISSUED: 07/01/14  
 SHEET NO. 1 OF 1



KNOW ALL MEN BY THESE PRESENTS:  
 THAT PETER MICHAEL BOHO THE PETITIONER FOR THE ANNEXATION OF THE HEREAFTER DESCRIBED REAL PROPERTY  
 LOT 5 A.A. SUBDIVISION EL PASO COUNTY, COLORADO, TOGETHER WITH A PORTION OF VICINITY MAP, LOTS 5 AND 6 OF THE  
 NORTH HALF OF SAID LOT 5, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED AT BOOK W-2, PAGE 84 OF THE  
 RECORDS OF SAID EL PASO COUNTY AND CONTAINING 5.00 ACRES OF LAND MORE OR LESS

IN WITNESS WHEREOF:  
 THE FOREMENTIONED PETER MICHAEL BOHO HAS EXECUTED THIS INSTRUMENT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
 2013 A.D. BY PETER MICHAEL BOHO

PETER MICHAEL BOHO  
 INDIVIDUAL  
 STATE OF COLORADO  
 COUNTY OF EL PASO

THE ABOVE AND FOREMENTIONED INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
 2013 A.D. BY PETER MICHAEL BOHO

WRITTEN BY: HANCOCK PROFESSIONAL SURVEYING

BY COMMISSIONER: \_\_\_\_\_ NOTARY PUBLIC

KNOW ALL MEN BY THESE PRESENTS:  
 ON BEHALF OF THE CITY OF COLORADO SPRINGS THE UNDERSIGNED HEREBY APPROVES THE ANNEXATION PLAT FOR DUBLIN  
 NORTH 1D  
 DIRECTOR OF COMMUNITY DEVELOPMENT

CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_  
 CITY CLERK \_\_\_\_\_ DATE \_\_\_\_\_

THE ANNEXATION OF THE REAL PROPERTY SHOWN ON THIS PLAT IS APPROVED HEREBY TO BE CONVEYED TO THE CITY OF EL PASO  
 COUNTY OF COLORADO BY THE CITY OF COLORADO SPRINGS EL PASO COUNTY, COLORADO BY ACTION OF THE CITY COUNCIL OF THE CITY  
 OF COLORADO SPRINGS AT ITS MEETING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013 A.D.

CITY OF COLORADO  
 COUNTY OF COLORADO

THE CITY ENGINEER HAS REVIEWED THIS INSTRUMENT AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE CITY OF EL PASO COUNTY  
 RECORDS AND THE CITY ENGINEER HAS RECEIVED FROM THE CITY ENGINEER A RECEIPT FOR THE RECORDS OF EL PASO COUNTY  
 COLORADO  
 SURVEYOR: \_\_\_\_\_ WATKINS W. WILLIAMS, RECORDED

FEES: \_\_\_\_\_  
 BY: \_\_\_\_\_

27.14

FIGURE 1

# DRAFT NO. 4

08/28/14

## DUBLIN NORTH 1D ANNEXATION ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT "Agreement", dated this \_\_\_ day of \_\_\_\_\_, 2014\_\_, is between the City of Colorado Springs, a home rule city and Colorado municipal corporation ("City"), and Peter and Julie Michaud, ("Property Owners").

### I. INTRODUCTION

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

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

### II. ANNEXATION

The Owners have petitioned the City for annexation of the Property as set forth in Exhibit A. The annexation will become effective upon final approval by the City Council and the recording of this annexation agreement, the annexation plat, the Dublin North 1D Annexation special warranty deed and irrevocable consent to the appropriation, withdrawal, and use of groundwater as forth in Exhibit B and the annexation ordinance with the El Paso County Clerk and Recorder.

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

### III. LAND USE

The Amendment to the Dublin North 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 PUD/AO (Planned Unit Development District with Airport Overlay) upon annexation. While zoned PUD, a development plan shall be required for any use. Owners acknowledge and understand that the City Council determines what an appropriate zone is for the Property, and this recommendation does not bind the Planning Commission or City Council to adopt the recommended zone for the Property.
- B. Change of Zoning. Any future change of zone request shall conform to the Master Plan, as approved or as amended by the City in the future.

V.  
PUBLIC FACILITIES

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

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

- B. Metropolitan Districts. None.
- 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. Vickie Lane: Vickie Lane 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. Vickie Lane will be constructed as a "pioneer road" and as designated on the city approved development plans and as approved by City Engineering, Traffic and Transportation as part of this Annexation and the Dublin North project. The Owner agrees to dedicate the necessary right-of-way and construct Vickie Lane within this property, to City standards for a local residential street as well as using the existing right-of-way and extending and constructing Vickie Lane, from this property west to

existing Templeton Gap Road, to pioneer road design standards. A cost recovery for Vickie Lane may be imposed.

b. Dublin Boulevard: Dublin Boulevard already exists adjacent to this property. No further right-of-way or street improvements are necessary at this time, except a pedestrian sidewalk will be required to be constructed as part of this annexation and the Dublin North project. The Owner agrees to construct this sidewalk. A cost recovery for Dublin Boulevard exists and the Owner agrees to pay his fair share cost.

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. The Owner shall provide water quality for all developed areas; to be owned and maintained by the Owner. Owner shall be responsible for conformance with the Sand Creek and Cottonwood Creek Drainage Basin Planning Studies.

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

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

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

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

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

1. Natural Gas Facilities: If prior to annexation any portion of the Property is located outside CSU' gas service territory, then upon annexation, CSU will acquire the gas service territory within the Property from the then-current gas service provider. Accordingly, Owners shall be solely responsible for all costs and expenses, including but not limited to attorneys' fees, that CSU incurs due to any Colorado Public Utilities Commission ("CPUC") filings made or arising from annexation of the Property. Owners shall support and make any CPUC filings necessary to support CSU's filings to the CPUC.

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

Further, Owners acknowledge sole responsibility for the costs that CSU incurs in the conversion of any overhead electric lines to underground service and the removal of any existing electric distribution facilities (overhead or underground) that were previously installed by the then-current electric service provider. These costs shall be paid by Owners concurrent with the execution of a contract between the Owners and 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 CSU. Subject to the provisions of the Article of this Agreement that is labeled "WATER RIGHTS", CSU's tariffs, policies, and/or contract agreements, as may be modified from time to time, shall govern the use of all Utilities Services, including but not limited to, groundwater and non-potable water for irrigation use by the Owners for the Owners' exclusive use.

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

for taking all actions necessary for inclusion of the Property into the boundaries of the District, including but not limited to, any action required to obtain consent for inclusion into the District from the Bureau of Reclamation.

VII.  
WATER RIGHTS

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

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

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

Upon annexation of the Property, any wells or groundwater developed by Owners prior to annexation will become subject to CSU's applicable tariffs, Rules and Regulations, and rates as amended in the future. Owners' uses of groundwater shall be subject to approval by the City and CSU, and shall be consistent with CSU's standards, tariffs, policies, and the City's ordinances, resolutions and policies for the use of groundwater now in effect or as amended in the future. 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 Falcon Fire Protection District (the "Fire District") and is subject to property taxes payable to the Fire District for its services. The Owner further acknowledges that, after annexation of the Property to the City, the Property will continue to remain within the boundaries of the Fire District until such time as the Property is excluded from the boundaries of the Fire District. After annexation of the Property to the City, fire protection services will be provided by the City through its Fire Department and by the Fire District unless and until the Property is excluded from the Fire District. After annexation, the Property will be assessed property taxes payable to both the City and the Fire District until such time as the Property is excluded from the boundaries of the Fire District.

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

IX.  
FIRE PROTECTION FEE

The 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. The Fire Protection Fee will be due prior to recordation of the annexation plat and 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. The Police Service Fee will be due prior to recordation of the annexation plat and 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:

\_\_\_\_\_  
Peter Michaud

\_\_\_\_\_

\_\_\_\_\_  
Julie Michaud

\_\_\_\_\_

ACKNOWLEDGMENT

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

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

Witness my hand and notarial seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Address: \_\_\_\_\_  
\_\_\_\_\_



EXHIBIT A  
LEGAL DESCRIPTION

LOT 5 OF A. A. SUBDIVISION AS PLATTED IN THE EL PASO COUNTY RECORDS IN PLAT BOOK W-2, AT PAGE 94, BEING IN THE SOUTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO:

CONTAINING 5.386 ACRES MORE OR LESS.

**LEGAL DESCRIPTION STATEMENT**

I, PAUL J. HUSSONG, A REGISTERED 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.

---

**PAUL J. HUSSONG**, PROFESSIONAL LAND SURVEYOR  
COLORADO PLS NO. 23044  
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.



Accepted by the City of Colorado Springs

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

By: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20##

Approved as to Form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Attorney's Office

Exhibit A

LEGAL DESCRIPTION

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

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

A TRACT OF LAND BEING A PORTION OF LOT 5 AS PLATTED IN A. A. SUBDIVISION RECORDED IN THE EL PASO COUNTY RECORDS IN PLAT BOOK W-2, AT PAGE 94 AND BEING A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** THE SOUTHWESTERLY BOUNDARY LINE OF DUBLIN NORTH FILING NO. 1 AS PLATTED IN THE EL PASO COUNTY RECORDS UNDER RECEPTION NUMBER 208712755 BEING MONUMENTED AT EACH END BY A NO. 5 REBAR AND 1 1/2" ALUMINUM CAP STAMPED "JR ENG PLS 32820" BEING CONSIDERED TO BEAR N01°55'53"W A DISTANCE OF 480.41 FEET

COMMENCING AT THE NORTHWEST CORNER OF LOT 5, A.A. SUBDIVISION NO. 1, SAID POINT BEING THE POINT OF BEGINNING; THENCE N88°00'20"E AND ON THE NORTH LIE OF SIAD LOT 5 A DISTANCE OF 331.32 FEET; THENCE 01°59'40"W A DISTANCE OF 499.16 EET; THENCE S88°02'55"W A DISTANCE OF 2.30 FEET; THENCE S01°57'05"E AND ON THE BOUNDARY OF SAID DUBLIN NORTH FILING NO. 5 A DISTANCE OF 140.00 FEET TO A POINT ON THE SOUTH LINE OF SAID A.A. SUBDIVISION FILING NO. 1; THENCE S88°02'55"W AND ON THE SOUTH LINE OF SAID A.A. SUBDIVISION FILING NO. 1 A DISTANCE OF 328.92 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5; THENCE N01°59'40"W AND ON THE WEST LINE OF SAID LOT 5 A DISTANCE OF 638.91 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 211,398 SQ. FEET, OR 4.853 ACRES.

**LEGAL DESCRIPTION STATEMENT**

I, PAUL J. HUSSONG, A REGISTERED 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.

\_\_\_\_\_  
PAUL J. HUSSONG, PROFESSIONAL LAND SURVEYOR  
COLORADO PLS NO. 23044  
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.



Exhibit B

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

Decreed Groundwater Rights

Case No.

Court:

Source:

Amount:

Date of Decree:

Name of Owner:

Permitted Groundwater

Permit No.

Date of Permit:

Source:

Amount:

Name of Owner:

Legal Description of Well or other structure:

Surface Water Rights

Name of Water Right:

Case No.

Court:

Source:

Amount:

Date of Decree:

Name of Owner:









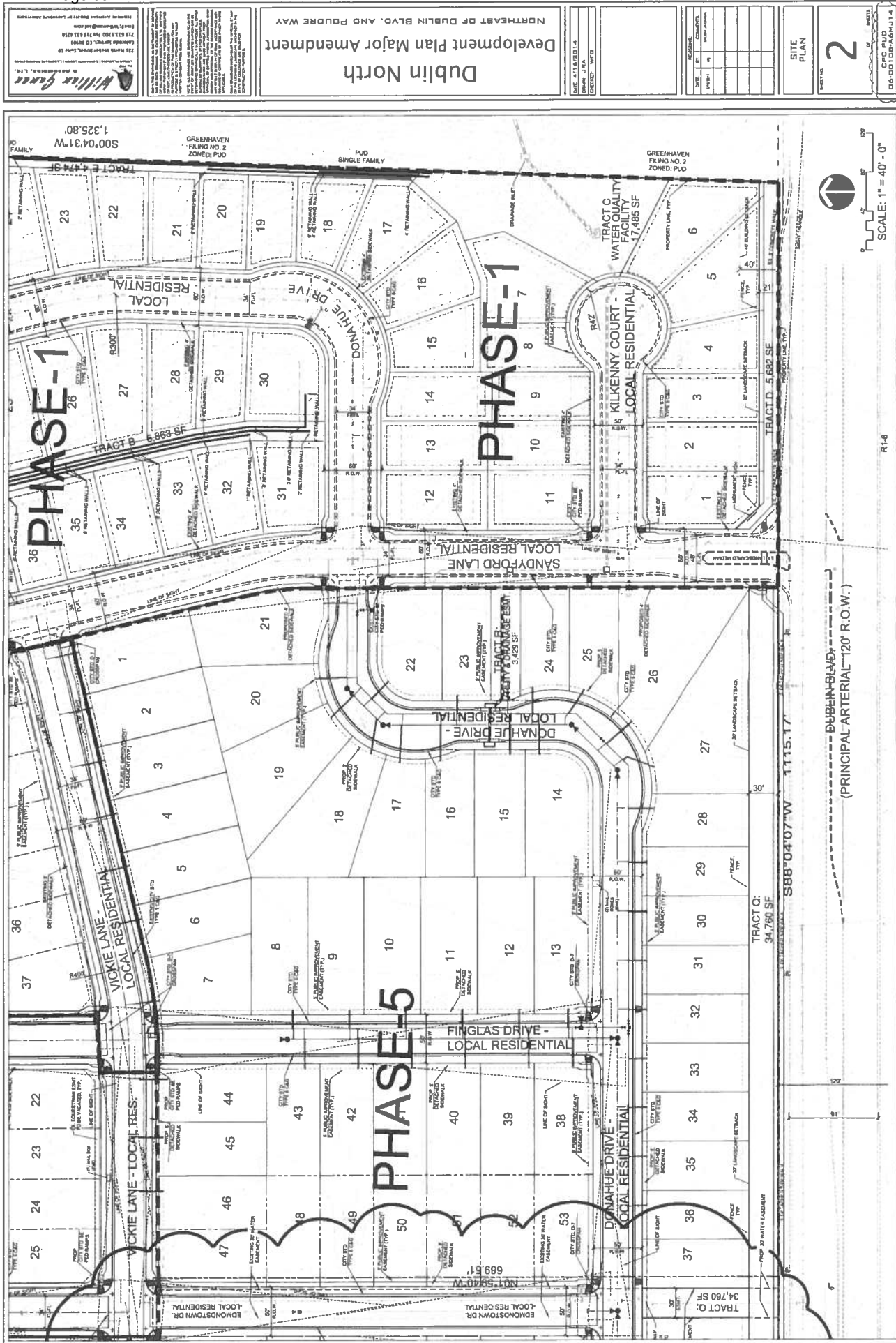


FIGURE 4



**William Parker**  
 21 Maple Street, Columbus, OH 43084  
 614.321.1234  
 710.521.1234  
 710.521.1234

**Dublin North**  
 Development Plan Major Amendment  
 NORTH EAST OF DUBLIN BLVD. AND POWERS WAY

DATE:	08/15/2014
BY:	JANIS JARA
DESIGNED:	W.F.D.

NO.	1	2	3	4
DATE				
BY				
REVISION				

**4**  
 SHEET NO.  
 SITE PLAN

DATE: 08/15/2014  
 SHEET NO. 4  
 OF 4  
 CPE PUD  
 06-00108-A6-N1.4

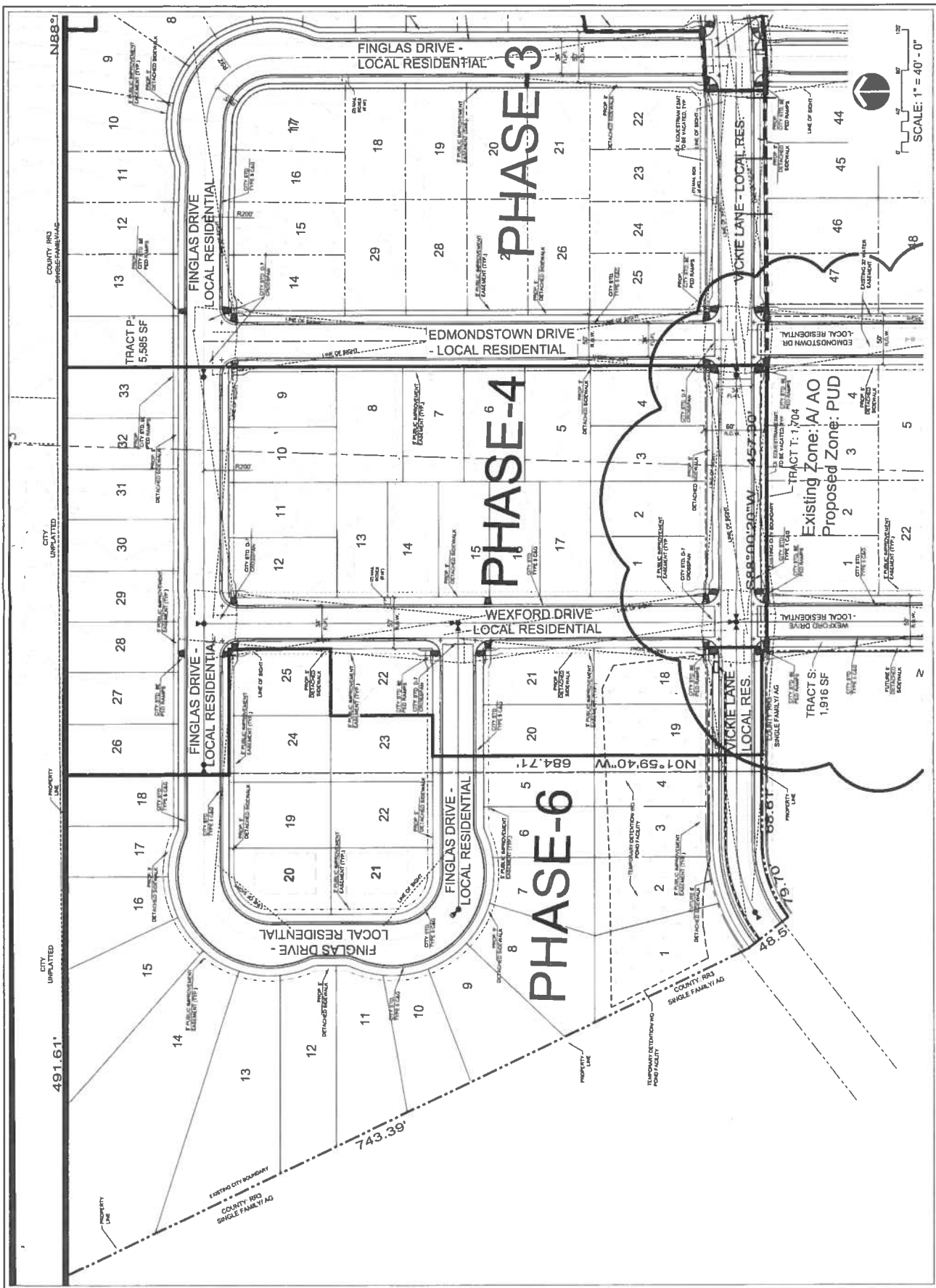


FIGURE 4



**William Garver**  
 2711 North West Parkway, Suite 13  
 Kansas City, MO 64116  
 Phone: (816) 432-4300  
 Fax: (816) 432-4301  
 www.williamgarver.com

**Dublin North**  
 Development Plan Major Amendment

NORTHEAST OF DUBLIN BLVD. AND POURE WAY

DATE: 07/15/2014	SCALE: 1" = 40'-0"
PROJECT: 2014-001	DATE: 07/15/2014
DESIGNER: WFG	DATE: 07/15/2014

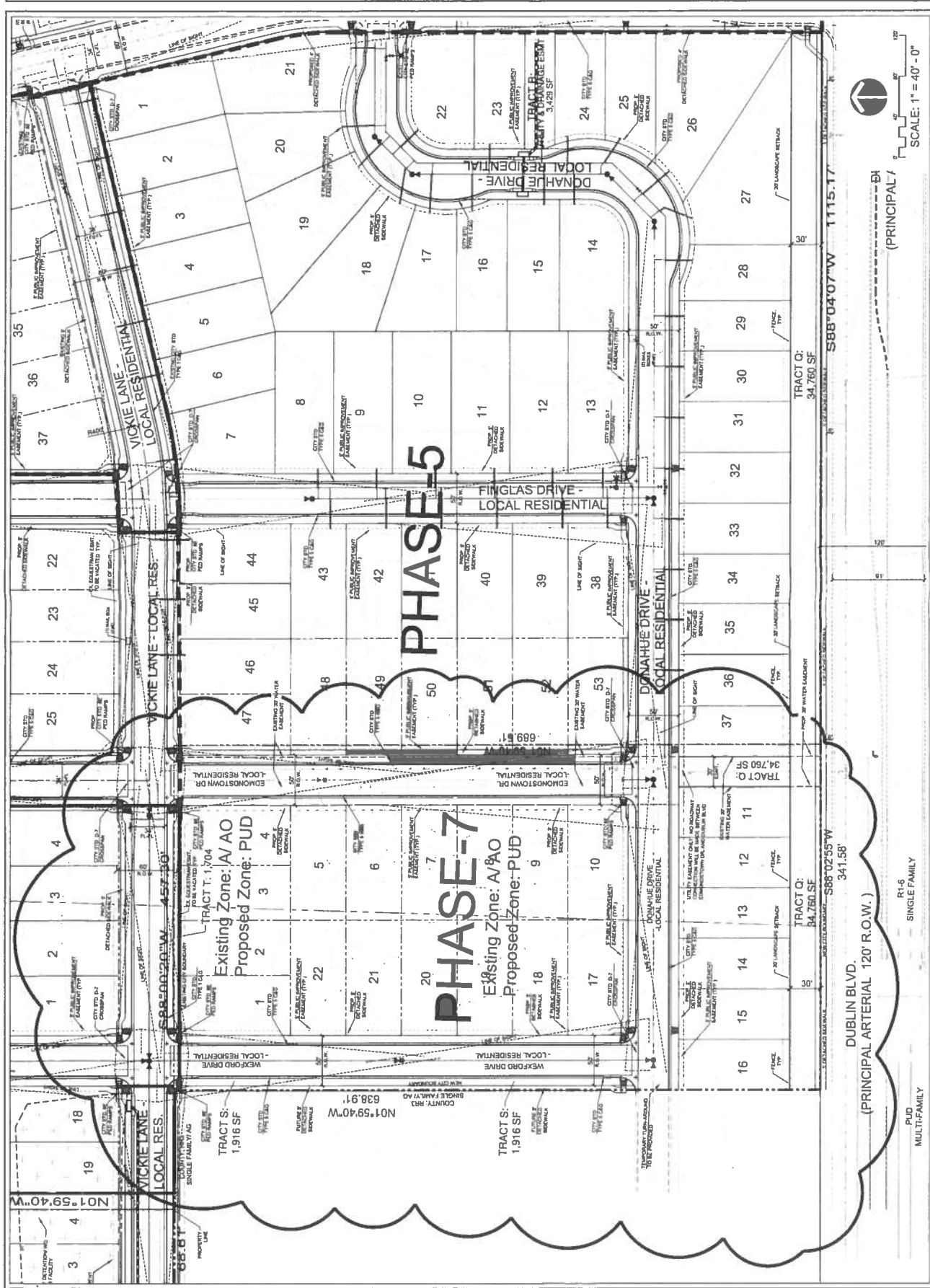


FIGURE 4



URBAN PLANNING | COMMUNITY DESIGN | LANDSCAPE ARCHITECTURE

731 North Weber Street, Suite 10, Colorado Springs, CO 80903, 719.633.9700 719.633.4250 fax  
Email: WGuman@aol.com Web: GumanLtd.com

**April 16, 2014**

**Larry Larsen, AICP**  
Senior Land Use Review Planner  
Planning & Development  
City of Colorado Springs  
30 S. Nevada Ave., Suite 105  
Colorado Springs, CO 80903

**RE: Dublin North Phase 7/ Filing 7, Annexation, Master Plan, Rezone and Major Amendment to the Development Plan**

**Project Statement:**

The purpose of this major amendment to the existing Dublin North Development Plan (CPC PUD 06-0018-A5MJ13) is for the addition of 5 acres and 22 single-family detached dwelling units to the overall Dublin North Project. The major amendment will increase the total acreage from 47 to 52 acres and the dwelling units from the currently approved 210 units up to 232 total units for a density of 4.46 DU's per Acre. As part of the major amendment, this 5 acres will be required to be annexed from the county into the city and rezoned from County RR-5 to Planned Unit Development (PUD). The annexation petition has already been approved by the Colorado Springs City Council and the City Attorney's office. The additional units will be added in the southwest corner of the existing project. There are no proposed changes to the existing lots, final plats, streets, utilities, and landscape already approved within the Dublin North project.

**Annexation Justification:**

Annexation of the 5 acre Dublin North Phase 7/ Filing 7 area is a logical extension of the city's boundary as it will be an extension of the existing Dublin North subdivision. The proposed project will be beneficial to the city by adding an additional 22 units to the existing subdivision by bringing fees for building permits, fees for parks and schools, property taxes, and city utility rate payers. It can be assumed that these residents will also shop within city limits bringing in additional tax revenue. The annexation of this parcel will be of little to no upfront cost to the city or general community as the developer will be required to pay for extending roads and services. However, the city will retain maintenance responsibilities for these services as is standard practice. The project currently has sufficient water and

wastewater service capabilities to extend to the proposed 22 units as these utilities were designed for this expansion in mind and all required utility easements have been shown on the drawings. In addition, these utilities are available immediately and will not delay the progress of this phase. Finally, both drainage and traffic impacts have been assessed and found to be a non-issue with the increased 22 dwelling units. More information can be found in the attached reports.

**Master Plan Review Criteria:**

While much of The Comprehensive Plan will not apply to the Dublin North Phase 7/ Filing 7 project, it does meet several of the outlined Master Plan Review Criteria illustrated on the master plan application requirements. Much of the comprehensive plan will not apply due to the simplicity of the proposed project with just 22 single-family detached dwelling units being added to an existing subdivision. There are no multi-family or commercial uses proposed. The existing subdivision already contains utility services and easements, roadways, and a metropolitan district to maintain common landscape areas. The Concept Plan 2020 Land Use Map identifies this parcel as General Residential. The proposed master plan amendment is consistent with this designation, compatible with existing adjacent land uses and promotes the existing development pattern with a network of interconnected streets, pedestrian connections, and utility extensions. All dwelling units along Dublin Blvd are buffered with a vegetated landscape setback and opaque screen fence.

The Dublin North Phase 7 area will not impose an undue burden on existing facilities or transportation systems as these additional 23 residential units were included in early design phases in order to account for the facilities these units would require. As previously stated, Dublin North has sufficient water and wastewater service capabilities to extend to the proposed 22 units. These utilities are available immediately and will not delay the progress of this annexation for development plan. All drainage and traffic impacts have been assessed and found to be a non-issue with the increased 22 dwelling units. The proposed roadways are logical continuations of approved road designs and will complete a looped traffic pattern to help disperse interior circulation. The existing intersection at Dublin Blvd. and Sandy Ford Lane will not be overburdened and can adequately handle the anticipated traffic trip increase. The drainage systems for this particular Phase 7 have also been accounted and designed for with previous submittals that include approval of pond locations and sub-surface drainage facilities.

While the site contains no significant natural features or preservation areas, the project seeks to maintain existing view corridors and provides adequate buffering from Dublin Blvd with screening and landscaping. There are no existing drainage ways, floodplains, environmentally sensitive areas, or

geologic mitigation hazards found on-site. This phase will allow for continuation of the existing detached sidewalk found along Dublin Blvd to continue eastward for eventual connection to the future Tutt Blvd.

A full fiscal impact analysis is not required for this site, rather fiscal impact information has been provided with this submittal for analysis by the City of Colorado Springs Budget Office. This information includes estimated number of traffic lane miles; estimated number of residential units by type and market value; estimated yearly build-out by land use type; and current assessed valuation of the property. The additional units, roadways, utilities, and detention facilities will have no adverse fiscal impact to the general community or the city. The fiscal impact information has been provided on a separate letter as part of this submittal.

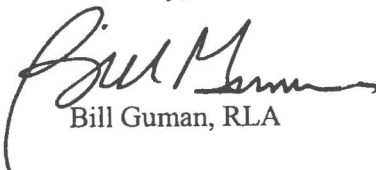
Finally, the development will pay fees in lieu of land to be dedicated for both park (0.51 Acres Req.) and school sites (0.44 Acres Req.). This approach follows what has been done with the six previously approved phases/ filings of the Dublin North development. These fees will be paid at time of platting at a rate determined by the City of Colorado Springs per the city code.

**Issues:**

No major issues have been identified.

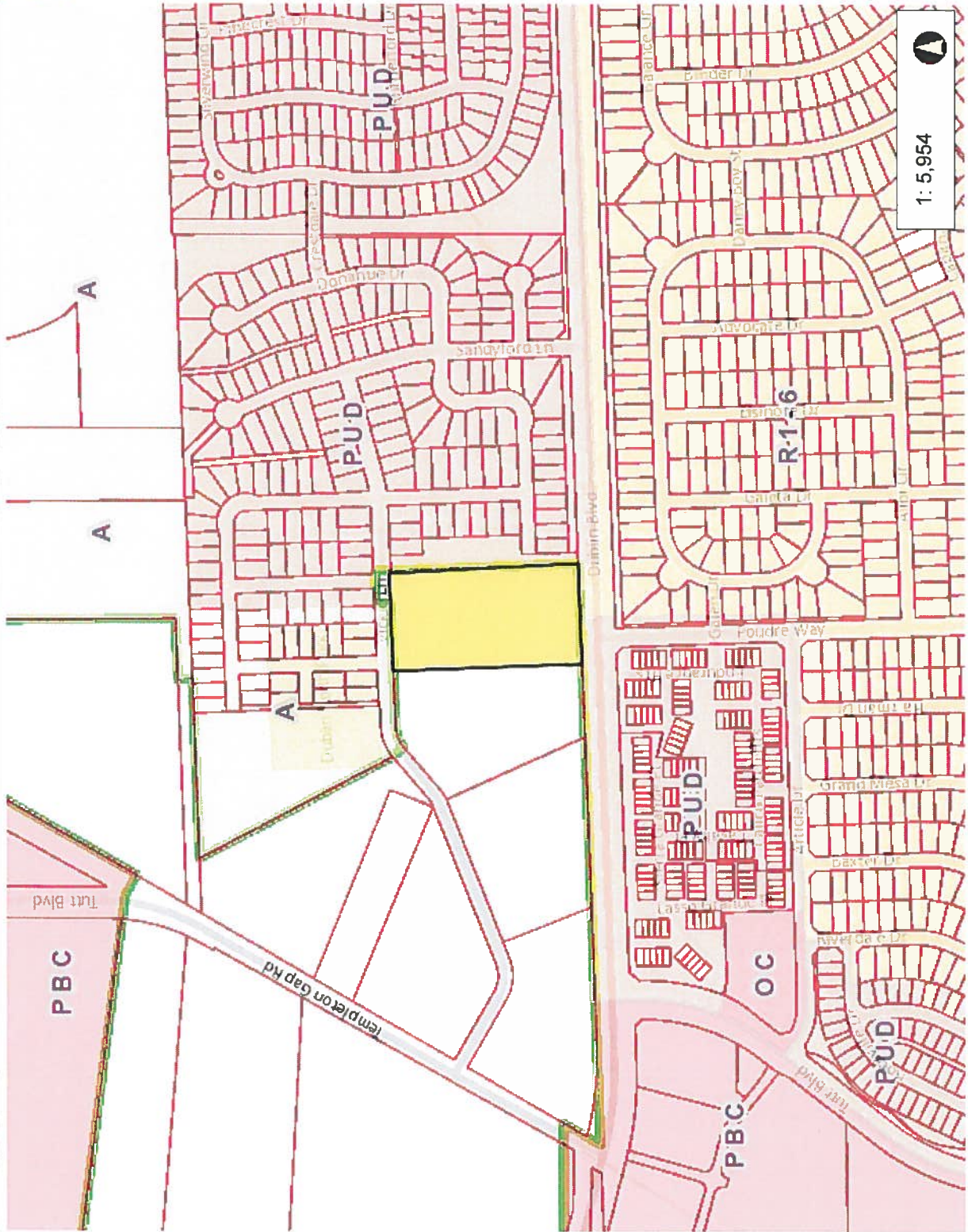
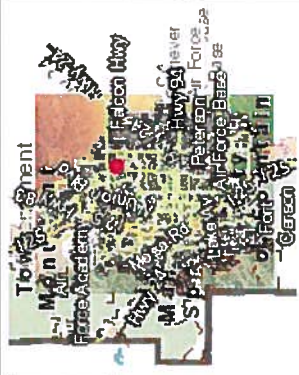
Please let us know of any questions or concerns. Thank you.

Sincerely,



Bill Guman, RLA

# Dublin North Phase 7



**Legend**

□ Parcels

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
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**Notes**

1: 5,954

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

0.2  
 0.09  
 0  
 0.2 Miles

NAD\_1983\_StatePlane\_Colorado\_Central\_FIPS\_0502\_Feet  
 © Latitude Geographics Group Ltd.

**FIGURE 6**

**TO:** Larry Larsen, Senior Planner  
**FROM:** Nina Vetter, Senior Analyst  
**DATE:** June 15, 2014  
**SUBJECT: Dublin North Annexation - Fiscal Impact Analysis**

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

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

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

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

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

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

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

## **REVENUE NOTES**

### **Dublin North Phase 7 Annexation**

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

## **General Fund**

### **PROPERTY TAX:**

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

### **SPECIFIC OWNERSHIP TAX:**

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

### **ROAD & BRIDGE REVENUE:**

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

### **SALES AND USE TAX:**

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

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

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

**MISCELLANEOUS REVENUE:**

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

**Public Safety Tax Fund**

**SALES AND USE TAX:**

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

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

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



**EXPENDITURE NOTES:**

**Dublin North Annexation**

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

**POLICE:**

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

**FIRE:**

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

**PUBLIC WORKS – STREETS, TRAFFIC ENGINEERING, CITY ENGINEERING:**

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

**PUBLIC WORKS -TRANSIT:**

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

**PARKS:**

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

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

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

**FIGURE 7**