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Chuck Broerman  
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Rec \$0.00 Pages

El Paso County, CO



219017647

RESOLUTION NO. 19-59

BOARD OF COUNTY COMMISSIONERS  
COUNTY OF EL PASO, STATE OF COLORADO

**RESOLUTION TO APPROVE ACCEPTANCE OF AN ANNEXATION IMPACT  
REPORT FROM THE CITY OF COLORADO SPRINGS ON BEHALF OF THE UNITED  
STATES AIR FORCE**

WHEREAS, The United States Air Force, hereinafter referred to as the "Property Owner", are the current property owners of property located within unincorporated El Paso County at parcel number 72000-00-008 of El Paso County, Colorado, upon which property they are proposed a development known as USAFA Annexation Addition No. 1 and No. 2; and

WHEREAS, the legal description of the subject property is a portion of parcel number 72000-00-008 more closely described in El Paso County Planning and Community Development file number ANX-18-007, and

WHEREAS, because the Property Owners have requested to be annexed into the City of Colorado Springs, the City has requested acceptance of an annexation report prepared pursuant to C.R.S. 31-12-108.5; and

WHEREAS, the Annexation Impact report states that utilities will be provided by Colorado Springs Utilities to the subject parcels upon completion of the annexation; and

WHEREAS, the El Paso County Planning and Community Development Department expressed no concern with the proposed annexation.

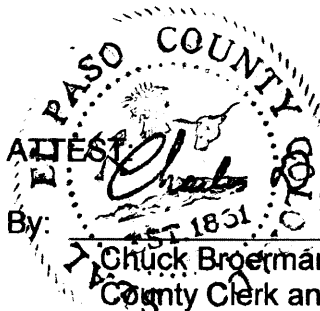
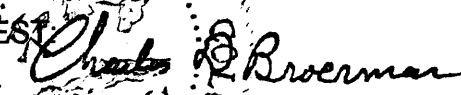
NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of the County of El Paso, Colorado ("Board") hereby approve acceptance of the Annexation Impact Report

APPROVED this 1<sup>st</sup> day of February 2019.

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO

By: 

Mark Waller, Chair

  
ATTEST:   
By: Chuck Broerman  
County Clerk and Recorder

# El Paso County Parcel Information

File Name: ANX-18-007

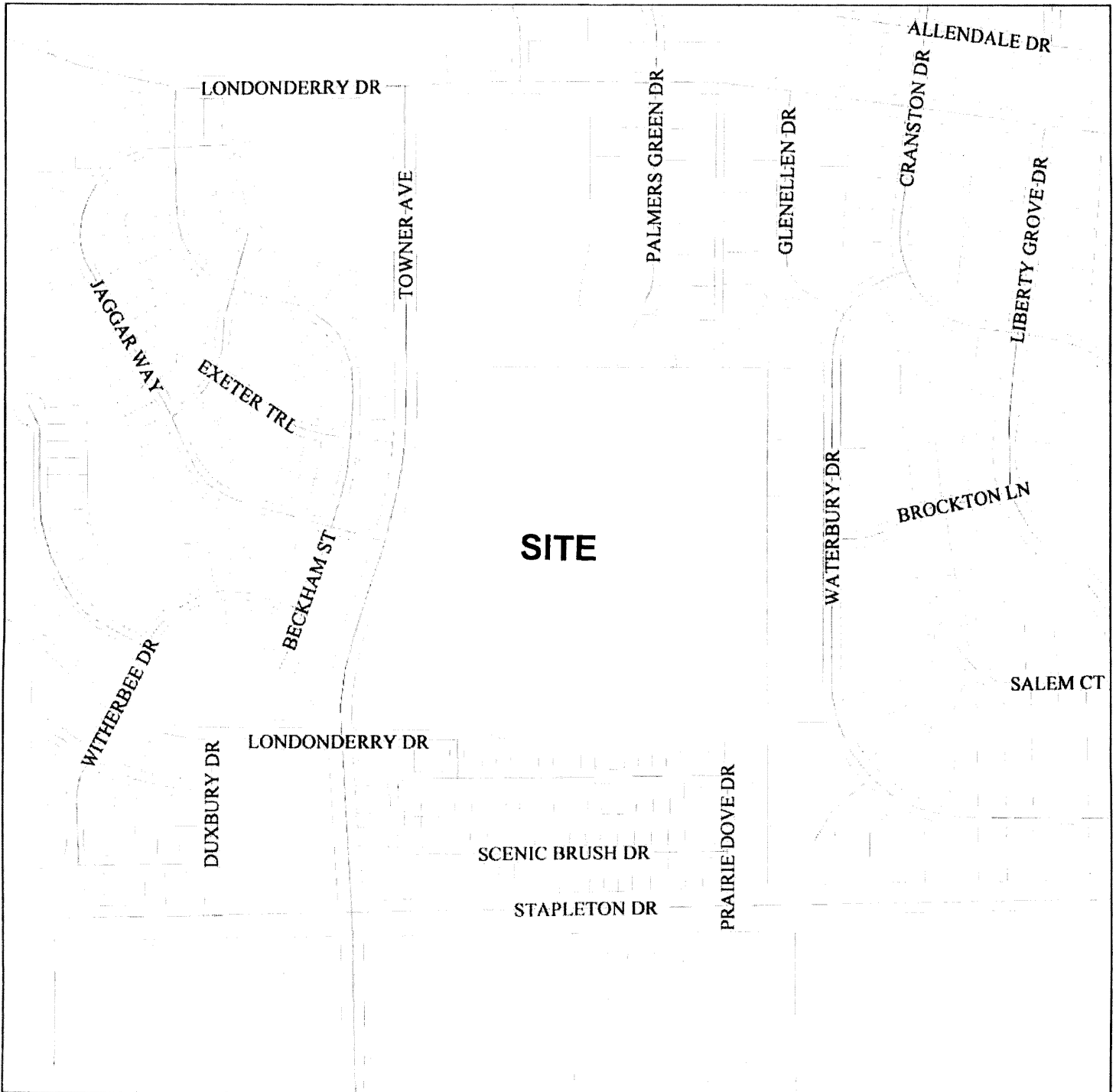
Zone Map No. --

| PARCEL     | NAME              |
|------------|-------------------|
| 7200000008 | AIR FORCE ACADEMY |

| ADDRESS                 | CITY         | STATE |
|-------------------------|--------------|-------|
| 8120 EDGERTON DR STE 40 | USAF ACADEMY | CO    |

| ZIP   | ZIP+4 |
|-------|-------|
| 80840 | 2499  |

Date: February 12, 2019



Please report any parcel discrepancies to:  
 El Paso County Assessor  
 1675 W. Garden of the Gods Rd  
 Colorado Springs, CO 80907  
 (719) 520-6600



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**PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT**  
**Land Use Review Division**

**DATE:** February 6, 2019

**TO:** Clerk to the Board of County Commissioners  
El Paso County Development Services Department

**FROM:** Catherine Carleo, Principal Planner

**RE:** USAFA Annexation Addition No. 1 and No. 2

Pursuant to CRS 31-12-108.5 please find enclosed a copy of the Annexation Impact Report for the USAFA Annexation Addition No. 1 and No. 2 located southwest of Interstate 25 and North Gate Boulevard consisting of 85.23 acres as Addition No. 1 and 97.90 acres as Addition No. 2. No County action is required or deemed necessary. This project is scheduled for consideration by City Council on February 26, 2019 and March 12, 2019. Should you have any questions please feel free to contact me.

Catherine Carleo, AICP  
Principal Planner  
p: 719.385.5060  
e: [katie.carleo@coloradosprings.gov](mailto:katie.carleo@coloradosprings.gov)

C: File(s) CPC A 18-00124, CPC A 18-00125

Enclosure: Annexation Impact Report  
USAFA Annexation Addition No. 1 Plat  
USAFA Annexation Addition No. 2 Plat  
True North Commons Master Plan  
USAFA Annexation Agreement Addition No. 1

RECEIVED

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Name (Print) - Signature

---

Date

**USAFA ANNEXATION ADDITION NO. 1 AND NO. 2  
ANNEXATION IMPACT REPORT**

**FEBRUARY 6, 2019**

The Annexor and property owner, the United States Air Force, have submitted an annexation application request to the City of Colorado Springs consisting of 183.14 acres located southwest of Interstate 25 and North Gate Boulevard. The State of Colorado requires that an Annexation Impact Report (A.I.R.) be prepared and submitted to the Board of County Commissioners of El Paso County prior to being heard by the City Council of Colorado Springs. The required elements of the A.I.R. are as follows:

**31-12-108.5. Annexation Impact Report**

The municipality shall prepare an impact report concerning the proposed annexation at least twenty-five days before the date of the hearing (February 26, 2019 and March 12, 2019 City Council Regular meeting) established pursuant to section 31-12-108 and shall file one copy with the board of county commissioners governing the area proposed to be annexed within five days thereafter. Such report shall not be required for annexations of ten acres or less in total area or when the municipality and the board of county commissioners governing the area proposed to be annexed agree that the report may be waived.

Such report shall include, as a minimum:

- a) A map or maps of the municipality and adjacent territory to show the following information:
  - (I) The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;
  - (II) The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation; and
  - (III) The existing and proposed land use pattern in the areas to be annexed;
- b) A copy of any draft or final pre-annexation agreement, if available;
- c) A statement setting forth the plans of the municipality for extending to or otherwise providing for, within the area to be annexed, municipal services performed by or on behalf of the municipality at the time of annexation;
- d) A statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the area to be annexed;
- e) A statement identifying existing districts within the area to be annexed; and
- f) A statement on the effect of annexation upon local-public school district systems, including the estimated number of students generated and the capital construction required to educate such students.

The consultant has prepared the True North Commons Master Plan, which is attached and which provides most of the requested information. The remainder of this report will answer the specifically listed A.I.R. checklist information.

- a) **A map or maps of the municipality and adjacent territory to show the following information:**
  - (I) **The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;**  
The attached True North Commons Master Plan and USAFA Annexation Plats are contextual maps of the proposed annexation, which shows the site, City and County boundaries, and current zoning in both jurisdictions.
  - (II) **The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation; and**  
The attached True North Commons Master Plan shows the location of major existing and proposed streets; as well as known City utility, public improvements and drainage infrastructure and facilities. At this time with a high level analysis for utility infrastructure further details are not captured in the Master Plan. These more finite details will be required with further development plans.

**(III) The existing and proposed land use pattern in the area to be annexed;**

The attached Ture North Commons Master Plan shows the proposed land use pattern for the area being annexed. Currently the area is vacant with existing Interstate 25 traversing the eastern edge of the proposed annexation area. This roadway will remain as exists with the developable approximately 57.8 acres depicted on the master plan for intended land use along with dimensional controls.

**b) A copy of any draft or final pre-annexation agreement, if available;**

Attached find the most recent draft of the USAFA Addition No. 1 Annexation Agreement. This is a proposed serial annexation which the agreement is intended as a subsequent annexation agreement as part of the overall USAFA Annexation to include as a whole the USAFA Additions No. 1 and No. 2 Annexation. The provisions contained in the USAFA Addition No. 1 Annexation Agreement shall apply to the property as a whole.

**c) A statement setting forth the plans of the municipality for extending to or otherwise providing for, within the area to be annexed, municipal services performed by or on behalf of the municipality at the time of annexation;**

If the annexation is approved by the City Council, all municipal services (utilities, fire, police, etc.) will be provided by the City of Colorado Springs.

**d) A statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the area to be annexed;**

This property will be subject to standard annexation agreement provisions regarding extension of public facilities and utilities. Generally, the owner/developer is responsible for extending these services into the annexed land.

**e) A statement identifying existing districts within the area to be annexed; and**

According to El Paso County Assessor records, the subject property is in the following districts:

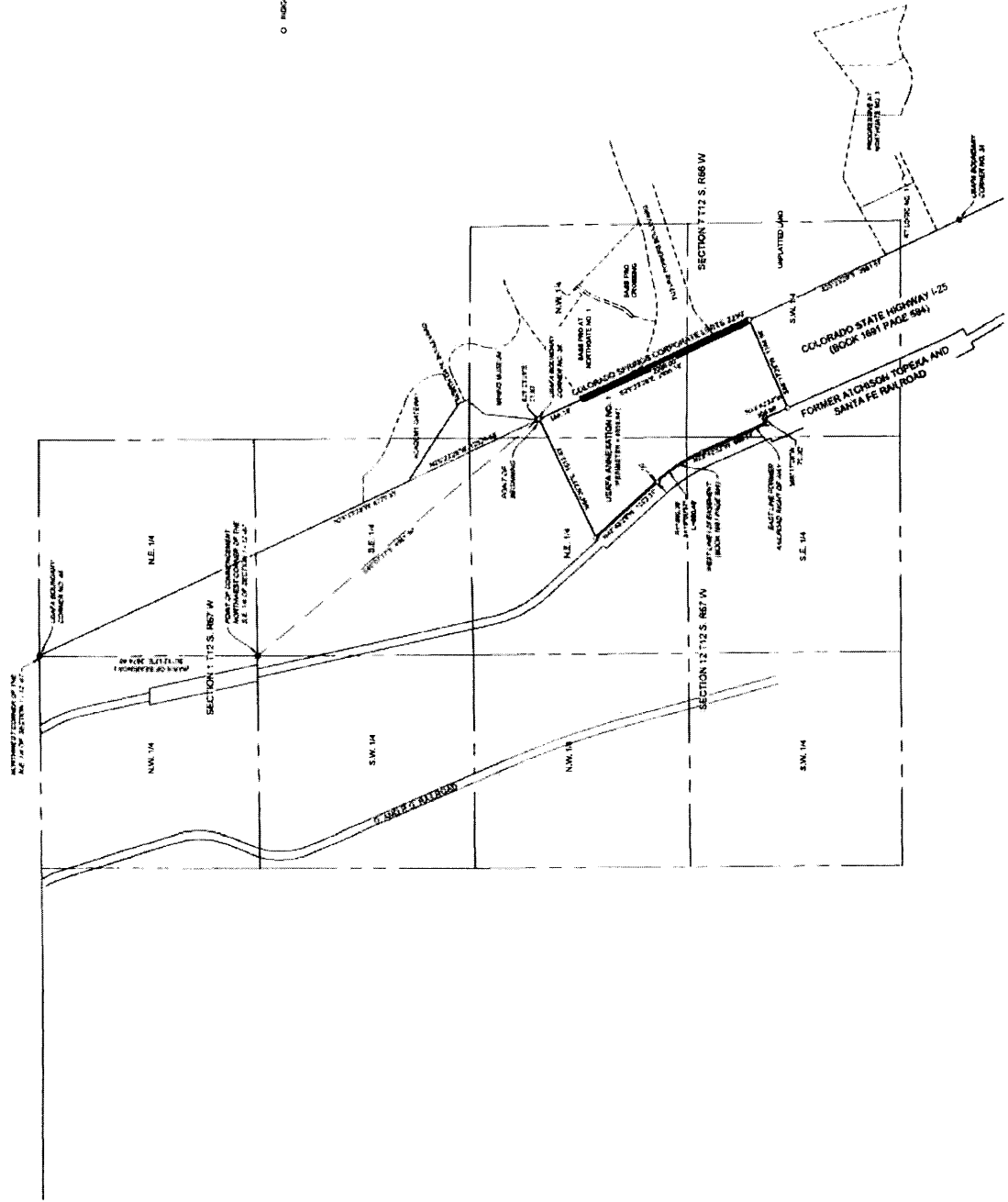
- Pikes Peak Library District;
- Academy School District 20

**f) A statement on the effect of annexation upon local-public school district systems, including the estimated number of students generated and the capital construction required to educate such students.**

The associated proposed development does not include any residential uses and thus does not trigger any school impact.



# **USAF ANNEXATION ADDITION NO. 1** A PORTION OF THE EAST ONE-HALF OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 87 WEST AND THE WEST ONE-HALF OF SECTION 7, TOWNSHIP 12 SOUTH, RANGE 86 WEST OF THE 8TH P.M., EL PASO COUNTY, COLORADO



○ INDICATES CORNER OF ANNEXATION TRACT. - ALL MONUMENTS SET

Matrix  
SURVEYING

PREPARED BY: [Name]  
 DATE: [Date]  
 SCALE: 1" = 40'  
 SHEET: 1 OF 2

THIS MAP IS A PORTION OF THE EAST ONE-HALF OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 87 WEST AND THE WEST ONE-HALF OF SECTION 7, TOWNSHIP 12 SOUTH, RANGE 86 WEST OF THE 8TH P.M., EL PASO COUNTY, COLORADO.





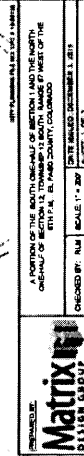
USDA PLANNED DEVELOPMENT ADDITION NO. 2  
A PORTION OF THE SOUTH ONE-HALF OF SECTION 1 AND THE NORTH ONE-HALF OF SECTION 12,  
TOWNSHIP 12 SOUTH, RANGE 67 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO



| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE       | MARKEND     | LENGTH |
| 1          | END OF CH   | 1282   |
| 2          | END OF PAGE | NAVE   |
| 3          | END OF LINE | 1122   |
| 4          | END OF PAGE | 1407   |
| 5          | END OF PAGE | 1417   |
| 6          | END OF PAGE | 1427   |
| 7          | END OF PAGE | 1437   |

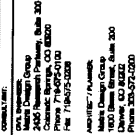
| CURVE TABLE |             |        |        |               |              |
|-------------|-------------|--------|--------|---------------|--------------|
| CURVE       | DE. TR.     | RADIUS | LENGTH | CHORD BEARING | CHORD LENGTH |
| 1           | 90° 00' 00" | 50.00  | 62.83  | 89° 59' 59"   | 94.25        |
| 2           | 90° 00' 00" | 100.00 | 125.66 | 89° 59' 59"   | 188.50       |
| 3           | 90° 00' 00" | 150.00 | 188.49 | 89° 59' 59"   | 282.75       |
| 4           | 90° 00' 00" | 200.00 | 251.33 | 89° 59' 59"   | 377.00       |
| 5           | 90° 00' 00" | 250.00 | 314.16 | 89° 59' 59"   | 471.25       |
| 6           | 90° 00' 00" | 300.00 | 376.99 | 89° 59' 59"   | 565.50       |
| 7           | 90° 00' 00" | 350.00 | 439.82 | 89° 59' 59"   | 659.75       |
| 8           | 90° 00' 00" | 400.00 | 502.65 | 89° 59' 59"   | 754.00       |
| 9           | 90° 00' 00" | 450.00 | 565.48 | 89° 59' 59"   | 848.25       |
| 10          | 90° 00' 00" | 500.00 | 628.32 | 89° 59' 59"   | 942.50       |

A PORTION OF THE SOUTH ONE-HALF OF SECTION 1 AND THE NORTH ONE-HALF OF SECTION 12,  
TOWNSHIP 12 SOUTH, RANGE 67 WEST OF THE 8TH P.M., EL PASO COUNTY, COLORADO





1



**PROJECT:**  
**TRUE NORTH COMMONS**  
**MASTER PLAN/CONCEPT PLAN**  
**CITY OF COLORADO SPRINGS**  
**DECEMBER 2018**

UNITED STATES AIR FORCE  
CONTACT: COLONEL SHAWN W. CAMPBELL  
US AIR FORCE ACADEMY  
8004 EDGERTON DRIVE, SUITE 200  
LEAF ACADEMY CO. 80040

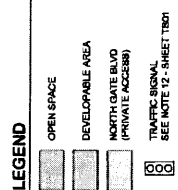
**BLUECOVER**  
THE DEVELOPMENT PARTNERS, LLC  
BLUE & SILVER DEVELOPMENT  
PARTNERS, LLC.  
CONTACT: DAN SCHNEPP, PE  
2405 RESEARCH PARK, SUITE 300  
COLORADO SPRINGS, CO 80920

**17-00000**

[illegible]CITY PLANNING DEPT FILE NO: CPC MP 19-00728  
CITY PLANNING DEPT FILE NO: CPC MP 19-00777

MP01

2 OF 2



AIR FORCE ACADEMY  
ZONING: RR-5  
TAX SCHEDULE NO 720000008  
FEDERAL LAND USE

AIR FORCE ACADEMY  
ZONING: RR-5  
TAX SCHEDULE NO 7200000000

GRAPHIC SCALE

| TRUE NORTH COMMONS LAND USE DETAILS - TABLE 2 |         |   |                         |                     |   |                   |
|---|---------|---|-------------------------|---------------------|---|-------------------|
| PANEL   | ROOFUSE | LAND USE  | MAX BLDG SQUARE FOOTAGE | MAX BUILDING HEIGHT | PARKING REQUIREMENT   | LANDSCAPE METHODS |
| 1   | 2-1     |   | 25,000                  | 4'                  | COMMERCIAL - MINIMUM RETAIL: 1 SPACE PER 300 SF                               |                   |
| 2   | 2-1     |   | 40,000                  | 4' - 7' MINIMUM 42' |   |                   |
| 3   | 2-1     |   | 25,000                  | 12'                 | COMMERCIAL - MINIMUM RETAIL: 1 SPACE PER 300 SF<br>OFFICE: 1 SPACE PER 400 SF |                   |
| 4   | 2-1     | COMMERCIAL - OFFICE/RETAIL/RESTAURANT/FOOD & BEVERAGE/RETAIL/FOOD & BEVERAGE |                         |                     |   |                   |

# TRUE NORTH COMMONS MASTER PLAN/CONCEPT PLAN LAND USE PLAN



**Matrix**  
2111 S. 10TH ST.  
SUITE 200  
DENVER, CO 80202  
PHONE 303.733.0000  
FAX 303.733.0001

**ARCHITECT / PLANNER**  
Matrix Design Group  
2111 S. 10TH ST., SUITE 200  
DENVER, CO 80202  
PHONE 303.733.0000

**Product**  
TRUE NORTH COMMONS  
MASTER PLAN/CONCEPT PLAN  
CITY OF COLORADO SPRINGS  
DECEMBER, 2018

**Client**  
UNITED STATES AIR FORCE  
CONTACT: COLONEL SHAWN W. CAMPBELL  
USAF ACADEMY, 80840  
BDA EDEGERTON DRIVE, SUITE 200  
USAF ACADEMY, CO 80840

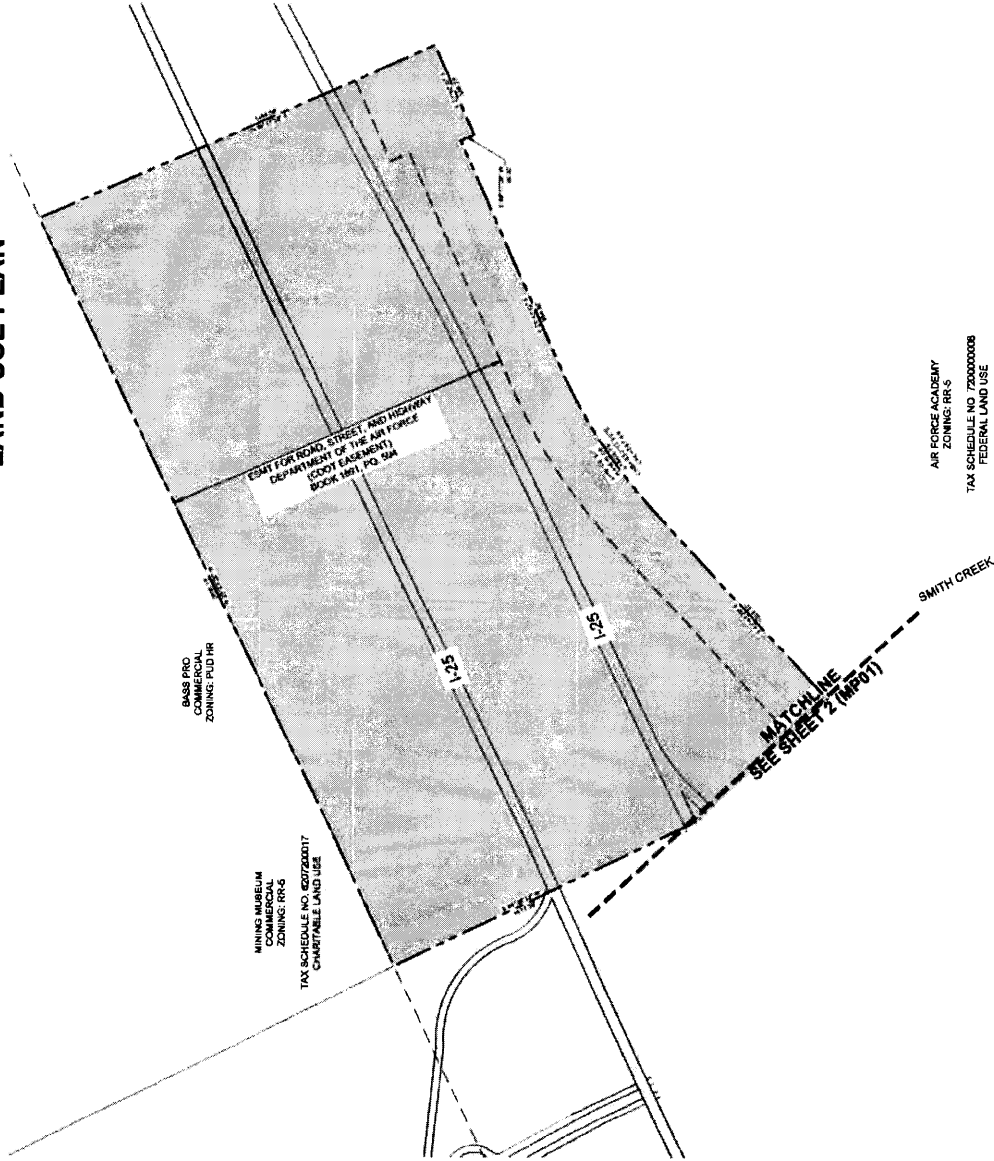
**Developer**  
**BLUE & SILVER DEVELOPMENT**  
BLUE & SILVER DEVELOPMENT  
PARTNERS, LLC  
CONTACT: DAN SCHNEPP, PE  
2111 S. 10TH ST., SUITE 200  
COLORADO SPRINGS, CO 80902

**Issue**  
2018-06-21

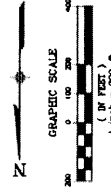
**Drawings Information**  
PROJECT NO. A-100000  
DRAWN BY: BRADLEY A. BICE  
CHECKED BY: TONYA K. BICE  
APPROVED BY: [Signature]  
SHEET TITLE: LAND USE PLAN

CITY PLANNING DEPARTMENT  
CITY PLANNING DEPARTMENT  
CITY PLANNING DEPARTMENT

**MP02**  
SHEET 3 OF 5



AIR FORCE ACADEMY  
ZONING RR-6  
TAX SCHEDULE NO. 720000008  
FEDERAL LAND USE



CPC MP 18-00138  
CPC PUP 18-00177

Revisions:

12/17/13

12/23/18

12/30/18

12/31/18 – To USAFA

USAFA ANNEXATION ADDITION NO. 1  
**ANNEXATION AGREEMENT**

(Serial annexation will have accompanying No. 2 agreement)

THIS ANNEXATION AGREEMENT "Agreement", dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, is between the City of Colorado Springs, a home rule city and Colorado municipal corporation ("City"), and [PROPERTY OWNER, United States Air Force] ("Owners" or "Property Owners").

I.  
INTRODUCTION

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

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

II.  
ANNEXATION

The Owners have petitioned the City for annexation of the Property as set forth in Exhibit A. The annexation will become effective upon final approval by the City Council and the recording of this annexation agreement, the annexation plat, 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 USAFA True North Commons Master Plan and Concept Plan for the Property has been proposed and submitted to the City for approval. Owners will comply with the approved Master Plan and Concept Plan or an amended Master Plan or Concept Plan approved in accord with applicable provisions of the Code of the City of Colorado Springs 2001, as amended or recodified ("City Code").

#### IV. ZONING

A. Zoning. The Planning and Development Department of the City agrees to recommend that the initial zone for the Owners' Property shall be PUD (Planned Unit Development; Commercial, Office, Retail, Institutional, Hospitality and Open Space; maximum building height and dimensional controls per CPC MP 18-00138) upon annexation. While zoned PUD, a development plan shall be required for any use. Owners acknowledge the Property shall also be established with an Avigation Easement over the entire Property. 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 USAFA True North Commons Master Plan, as approved or as amended by the City in the future. Rezoning in accord with the zones reflected on 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.) 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:

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 easements. 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: Owner agrees to comply with timing and phasing of construction responsibilities outlined specifically on the Master Plan, CPC MP 18-00138 and any subsequent amendments.

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.

a. Improvement to North Gate Boulevard shall include the construction of a new full movement intersection with a new traffic signal. Intersection improvements include the construction of a new westbound left turn lane and a new westbound right turn lane along North Gate Boulevard. Construction of all improvements shall be the responsibility of the Owner. All improvements shall be maintained by the Owner.

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 any approval of a development plan. 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 which will be collected prior to approval of any development plan; and the reimbursement for drainage facilities constructed. The Owner shall provide detention and water quality treatment facilities for all developed areas; to be owned and maintained by the Owner. The Property is currently located within the coverage area of the National Pollutant Discharge Elimination System Permit No COR042007. This permit covers all areas of the municipal separate storm sewer system (MS4) within the exterior boundary of the Air Force Academy. This Agreement will not change the exterior boundary of the academy and will therefore not change the coverage of Permit No COR042007. A Memorandum of Understanding (MOU) between the City and USAFA stating that the Property will remain under the coverage of COR042007 and will not be covered under the City's MS4 Permit (COS-00004) will be required prior to the approval of any development plans within the Property.

E. Parks: Any residential uses are subject to park fees.

F. Schools: Any residential uses are subject to school fees.

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

## VI.

### UTILITY SERVICES

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

Owners shall ensure that the connection and 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, or any request for a 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 recorded document, easements that CSU determines are required for any utility-system facilities necessary to serve the Property.

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

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

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.

1. Water and Wastewater Facilities by CSU: The Owners shall pay any 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 and 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 in other development projects, and any necessary off-site system facilities improvements, on a fair-share, pro rata basis. In the event CSU requires such water and wastewater systems to be larger than necessary to serve the Property itself, then Owner may seek reimbursement as provided in CSU's Utilities Rules and Regulations.

The plans, specifications, and construction of the water facilities and appurtenances, and the wastewater facilities and appurtenances, are each subject to CSU's inspection and written acceptance. CSU shall make the final determination as to the size, location, point(s) of connection and the required appurtenances of the utility system facilities to be constructed. No work shall commence on any proposed water or wastewater extension facilities until CSU provides written approval of Owners' water or wastewater construction plans and copies of such approved plans are received by CSU. Owners may only connect newly-constructed facilities to CSU's existing water or wastewater systems 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 Form, Hydraulic Grade Line Request Form, and Hydraulic Analysis Report (as determined by CSU) are required and must be completed and approved by CSU. The water distribution system facilities must meet CSU's criteria for quality, reliability and pressure. The water distribution system shall ensure capacity, pressure and system reliability for both partially completed and fully completed conditions and the static pressure of the water distribution system shall be a minimum of 60 psi. Also, to ensure the protection of public health and to maintain compliance with state regulatory requirements, the detailed plans for all customer-owned, non-potable water distribution systems, including irrigation systems, must be approved by CSU.

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

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

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

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. Further, notice is hereby provided that, after inclusion of the Property into the boundaries of the District, the Property shall be subject to a property tax mill levy for the purposes of meeting the financial obligations of the District. The Owner acknowledges that water service for the Property will not be made available by CSU until such time as the Property is formally included within the boundaries of the District. District inclusion requires consent by the Bureau of Reclamation ("Reclamation"). The Owner shall be responsible for taking all actions necessary for inclusion of the Property into the boundaries of the District, including but not limited to, any action required to obtain Reclamation's consent to include the Property into the District.

VII.  
WATER RIGHTS  
Not Applicable.

VIII.  
FIRE PROTECTION

The City will provide fire protection services after the annexation of the Property through its Fire Department.

IX.  
FIRE PROTECTION FEE

The Owners agree to pay a fee of \$1,631.00 per gross acre for 57.8 developable acres of the 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 approval of any development plan within the annexed area and calculated based on the gross acreage of said development plan. The Owners agree that if any portion of the remaining 125.3 annexed acres is developed, the appropriate Fire Protection Fees will be paid per developed acre. 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 for 57.8 developable acres of the 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 approval of any development plan within the annexed area and calculated based on the gross acreage of said development plan. The Owners agree that if any portion of the remaining 125.3 annexed acres is developed, the appropriate Police Service Fees will be paid per developed acre. 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 and City acknowledge that the land associated with this annexation will be annexed into the City of Colorado Springs but will remain federally owned land. Roadways are to remain private and will not be dedicated to the City. Public easements for utility purposes will be established and dedicated to the City for applicable utility development.

XII.  
SPECIAL PROVISIONS  
Not applicable.

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.

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: \_\_\_\_\_  
John Suthers, Mayor

ATTEST:

BY: \_\_\_\_\_  
Sarah B. Johnson, City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Ben Bolinger, City Attorney

OWNER:

[PROPERTY OWNER: United States Air Force]

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_)

) ss.

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as  
\_\_\_\_\_ for and on behalf of [OWNER ENTITY]

Witness my hand and notarial seal.

\_\_\_\_\_  
Notary Public

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

**EXHIBIT A**  
[Exhibit A of the Annexation Agreement]

**LEGAL DESCRIPTION**

[ADD LEGAL DESCRIPTION]