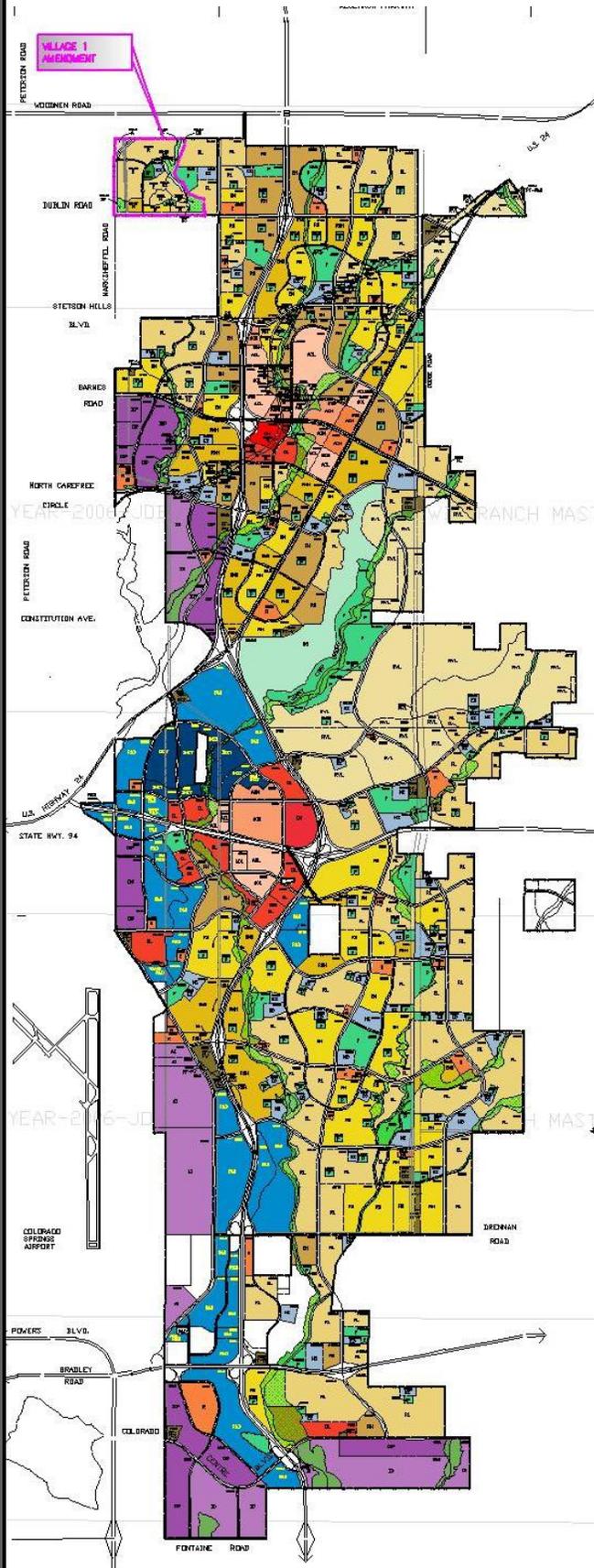




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Banning-Lewis Ranch Annexor  
Shared Obligation Study

MAY 2007

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# **Banning-Lewis Ranch Annexor Shared Obligation Study**

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## The Study

### Introduction

When the Banning-Lewis Ranch (Ranch) was annexed to the City of Colorado Springs (City) in 1988, the Banning-Lewis Ranch Annexation Agreement (Annexation Agreement) outlined complex Annexor responsibilities including the requirement that each Annexor share in the costs of certain public improvements and infrastructure required to support the development of the Ranch. The Annexation Agreement also required that an administrative body, known as the Banning-Lewis Ranch Planning Association (BLRPA), be established to oversee completion of the obligations and to appropriate the costs and reimbursements equitably among the Annexors of the Ranch. In 2001, two receivers of a piece of property within the Ranch brought a lawsuit against the City. They alleged that the Annexor obligations were far too numerous and far too restrictive on property owners and as a result, made the property unmarketable. They also stated that the BLRPA had never been established and therefore, no system of equitable apportionment existed within the Ranch. In 2004, the City and the two receivers reached a settlement (Settlement Agreement) that clarified several responsibilities outlined in the Annexation Agreement. District Court issued an Order asserting that the Annexation Agreement would apply to all Annexors. Further, the court approved a Settlement Agreement, under which the City was required to assume the duties of the BLRPA, to conduct a Study of the shared infrastructure obligations, and to develop a method to equitably apportion the costs and reimbursements of the identified shared infrastructure among the Ranch Annexors.

This Banning-Lewis Ranch Annexor Shared Obligation Study (Study) describes the process City Staff used in complying with the terms of the Settlement Agreement. The Study sets forth specific cost sharing/reimbursement mechanisms and defines an implementation program. Finally, this Study fulfills the City's obligations set forth in the Settlement Agreement.

### Background

As the largest Annexor, the Banning-Lewis Ranch Management Company hired Professional Consultants Incorporated (PCI) in 2005 to work with the City to prepare the Banning-Lewis Ranch Annexor Shared Obligation Study (Study). The goal of the Study is:

1. To satisfy the obligations of the Annexation Agreement dated September 23, 1988;
2. To satisfy the requirements of the Settlement Agreement Cases 99-CV-1944 and 01-CV-0566;
3. To ensure equitable and proportional shared distribution and reimbursement among the Annexors of the costs and reimbursements for the obligations, public improvements, and infrastructure required by the Annexation Agreement, and subject to existing law, rules, regulations, policies, and standards (standards) of the City or other approved entity within the annexed area encompassed by the Annexation Agreement; and
4. To satisfy the February 14, 2006 approval conditions imposed by the City Council of Colorado Springs (City Council) on proposed developments in the Ranch.

The Study was delivered to the City by PCI on May 3, 2006, at which point City Staff undertook an internal review. A timeline detailing the internal review process can be found in Appendix A. As part of the review, Staff sought to receive input from as many of the Annexors as possible. To accomplish this task a total of eleven Annexor meetings were held to discuss the content of the Study and different cost sharing/reimbursement programs. On September 12, 2006, Colorado Springs City Council accepted the Study and directed Staff to further develop a specific cost sharing/reimbursement program for future Council consideration and approval. This expanded Study, prepared by Staff, fulfills that City Council directive.

## Methodology

1. After careful scrutiny of the Annexation Agreement, the City and PCI created a comprehensive list of all Annexor obligations identified in the Agreement. Appendix B includes a highlighted copy of the Annexation Agreement and a brief summary identifying those obligations. The City was not to be responsible for any costs associated with the development of infrastructure, fire stations, or acquisition of land parcels to the extent these are described in the Annexation Agreement. Nevertheless, it was the City's goal and responsibility to establish an equitable distribution of Annexors' obligations under the Annexation Agreement among all of the individual Annexors. Appendix C contains the Settlement Agreement, which guided the City in the preparation of this Study.
2. Annexor obligations under the Annexation Agreement were then classified as either:
  - A. Non-reimbursable (an on-site project and/or developer responsibility, referred to in the Settlement Agreement as an "site development cost") or
  - B. Reimbursable ("shared," referred to in the Settlement Agreement as a "shared infrastructure cost").

Definitions of the obligation classifications are as follows:

- A. *Non-reimbursable (On-site Project) Obligations* – refers to certain public and/or private improvements and obligations constructed, dedicated and/or otherwise provided for a specific development project, generally required per City Codes and policy, which typically provide project-specific benefits. Examples: on-site streets, sidewalks, street lighting and minor utility distribution and collection systems.
- B. *Reimbursable (Shared) Obligations* – refers to certain improvements and obligations to be constructed, dedicated, and/or otherwise provided for under the provisions of the Annexation Agreement and Settlement Agreement that provide broad-based benefits to all Annexors. These are the obligations that stretch above and beyond normal development obligations as set forth in the City standards. Examples: the Banning-Lewis Parkway/Highway 24/Constitution Avenue Interchange, major utility and drainage facilities, land dedications for public facilities, construction costs of fire stations, and construction of a wastewater treatment facility.

Obligations classified and determined to be *non-reimbursable or site development obligations* were then removed from consideration in the cost sharing/reimbursement program. These obligations are standard development requirements under existent City codes and regulations and are not shared obligations.

The City created a database of the Annexor obligations that are classified as shared obligations and are subject to some level of reimbursement (refer to Appendix D).

The following summary identifies Annexation Agreement obligations that are considered to be shared upon all Annexors and are eligible for some level of reimbursement and cost sharing:

- A. Regional drainage improvements.
- B. Dedication of land to the City for various public facilities (i.e., park sites, school sites, fire stations, a park and ride site, trash sites, water tank storage sites, police substation sites, electric substations, and public works service center sites)
- C. Banning-Lewis Parkway right-of-way dedication and construction
- D. Grade separated interchange at Banning-Lewis Parkway/Highway 24/Constitution Avenue
- E. Drainage basin studies
- F. The regional wastewater treatment plant and interceptor lines (see Appendix E)

G. Water (see Appendix F), electric, and gas distribution infrastructure

Next, the shared Annexor obligations that could be reimbursed through existing City and/or Utility means and methods were identified. Existing means and methods include the following:

- A. Water and Wastewater Facilities Participation, Utilization & Service Agreement fees
- B. Standard City Utility recovery agreements, tariffs and fees
- C. Drainage basin fees
- D. Jimmy Camp Creek Flood Conservancy District
- E. City subdivision land dedication, or fees in lieu of, for park and school sites.

A complete description of the existing means and methods listed above can be found in Appendix G.

3. Cost Estimates were prepared for all of the *reimbursable (shared) obligations*. Estimates were based upon best available information. Costs were determined through meetings with City departments and private developers. Road construction costs (including streetlights and signs) and drainage construction costs were furnished by City Engineering and development consultants. Fire station construction costs were furnished by the Fire Department. Costs of the two drainage basin studies were provided by Banning Lewis Ranch Management Company (BLRMC), which contracted for the preparation of each study.

For the purpose of arriving at consistent value for land, Staff used the 2007 allowance of \$76,602 per acre that the City has established for the value of land dedications for park and school sites. Detailed methodology regarding how allowance is calculated can be found in Appendix H. This value is used solely for Study purposes and is not a reflection of the actual fair market value of the land.

An explanation of the interpretations of the Annexation Agreement is included in this Study in Appendix B. PCI further refined the cost estimates associated with the shared obligations. A significant effort was made to accurately reflect the costs for all the shared obligations. However, due to the lack of any significant level of design for some of the infrastructure items and facilities, as well as the lack of land appraisals, the costs presented in this Study are estimates based upon the best current available information. This is especially true of cost estimates for the following large-scale infrastructure:

- A. Jimmy Camp Creek Regional Drainage Facilities
- B. The regional wastewater treatment plant and interceptor lines (see Appendix E).
- C. Water service and distribution, water pump-station and suction storage facilities (see Appendix F).

The lack of accurate cost estimates for these large scale infrastructure obligations does not affect the validity or reliability of the Study since the cost sharing/reimbursement mechanisms for these large-scale obligations are via existing methods. None of these large-scale obligations were included in the calculations establishing new Annexor obligation fees because they are subject to existing cost sharing/reimbursement mechanisms.

Appendix I provides additional detailed cost estimate information for the shared obligations while Appendix J contains a map that depicts the shared obligations that can be geographically located. Appendix K contains the current approved Banning-Lewis Master Plan Land Use Parcel data that was used in this Study.

The Banning-Lewis Ranch Shared Obligation Cost Estimate Table was prepared based on cost estimates (Appendix D). The table presents a general overview summary of the estimated costs of the total shared obligations for all of the Annexors. It is estimated that the total value of the shared obligations equals \$891,842,467. The table further identifies existing funding mechanisms that are in place for the majority of these obligations (\$701,572,891), leaving \$190,269,575 worth of shared Annexor obligations for which new cost sharing/reimbursement mechanisms must be created. Of



these \$190,269,575 shared obligations, \$147,963,288 are costs associated with the Banning-Lewis Parkway and \$42,306,287 are other General Annexor Obligations.

The new obligations together equal approximately \$190,269,575, a sum to be subject to a new cost sharing/reimbursement program that equitably shares the costs of these obligations and reimbursements among all Annexors. All estimates are in 2006 dollars.

- D. Cost sharing/reimbursement program options were analyzed. The Study not only identifies the obligations and their estimated costs that are eligible for cost recovery or reimbursement but also explores different cost recovery/reimbursement program options that could equitably apportion the total cost of the obligations among the Annexors.

The Annexation Agreement and Settlement Agreement both identify the use of special districts and fees as the primary new financial mechanisms to be used to fund the reimbursement of the costs of the shared obligations. Section XVII of the Banning-Lewis Annexation Agreement allows, “for the formation of special districts for the purpose of the acquisition, design, construction, installation, financing and/or maintenance of improvements and facilities, and for the provision of certain services which may be required to develop the property, which improvements, facilities and services the Annexor is obligated or permitted under this Agreement to provide.”

The following is a summary of possible cost sharing/reimbursement program options for the costs of the shared Annexor obligations for which reimbursement mechanisms do not exist:

*Option 1: Flat, Per-Acre Fee for General Annexor Obligations; General Improvement District for Banning-Lewis Parkway*

In an effort to equitably apportion obligation costs throughout the Ranch, the City explored a cost sharing/reimbursement program that would apportion cost based on acreage. Option 1, as it was known, was a flat, per-acre fee assessed based on net planning acreage alone. It allocated the Annexor obligations through an equal per-acre rate across the entire net planning acreage of the Ranch.

Option 1 assumed that a General Improvement District would be created to share costs associated with the Banning-Lewis Parkway.

*Option 2: Fees for General Annexor Obligations Based on Traffic Generation Associated with Specific Zoning Designation; General Improvement District for Banning-Lewis Parkway*

The second cost sharing/reimbursement program the City explored was a fee system based upon the traffic generation rates associated with the ten Banning-Lewis Ranch Master Plan approved zoning districts. Since roughly 85% of the total cost in Annexor obligations needing to be financed through a new mechanism under this option was attributable to arterial construction (\$257,087,651), Option 2 divided the arterial cost based on the traffic impact each created by each zoning through trip generation. This option also based the residual, non-arterial obligations on net planning acreage. Option 2 rested on the premise that each zone should pay its proportional share of the total Annexor obligation based on its traffic impact.

Option 2 assumed that a General Improvement District would be created to share costs associated with the Banning-Lewis Parkway.

*Option 3: Fees for General Annexor Obligations Based on Traffic Generation Using Consolidated Land Use Categories; General Improvement District for Banning-Lewis Parkway*

Option 3 resembled Option 2 in many ways, but split Annexor obligation fees into two zoning categories, Residential and Commercial, Office, Industrial (COI), instead of into ten zoning districts. Option 3 used a hybrid traffic generation factor made from several land use categories that fit into



each new zoning category and divided the residual non-arterial obligations by the net planning acreage of the Ranch.

Option 3 assumed that a General Improvement District would be created to share costs associated with the Banning-Lewis Parkway.

*Option 4: Flat, Per-Acre Fee for General Annexor Obligations Not Including Arterial Roads; Ranch-Wide Banning-Lewis Parkway Fees Based on the Current School/Park Value*

The fourth cost sharing/reimbursement program explored by the City was also based solely on net planning acreage. It was similar to Option 1, but did not include any arterial reimbursement. The result was a lower obligation amount that needed to be shared through a new reimbursement mechanism. Any reimbursement for arterial streets and traffic signals would be handled through the existing City Subdivision Code provisions (§7.7.705 (D)).

Banning-Lewis Parkway fees were calculated on a Ranch-wide basis. Right-of-way value was assessed at the current school/park value of \$76,602 per acre. Construction estimates for the Parkway and interchange were provided by PCI.

*Option 5: Flat, Per-Acre Fee for General Annexor Obligations; Ranch-Wide Banning-Lewis Parkway Fees Based on Recent Land Sale Values*

Option 5 was identical to Option 4, except that the per-acre value assigned to the Banning-Lewis Parkway right-of-way acreage (\$8,434 per acre) was derived from recent land sales within the Ranch and was not based on the current school/park land value of \$76,602 per acre.

Land sale data from 2002 to 2007 was compiled at random from the El Paso County Assessor's Office for areas within the Ranch. The total sale amount was divided by the acreage sold to achieve a per-acre value. These per-acre values were then averaged to find a value that reasonably reflected Ranch-wide land sales.

*Option 6: Flat, Per-Acre Fee for General Annexor Obligations; Banning-Lewis Parkway Fees Split into Areas and Based on the Current School/Park Value*

The sixth cost sharing/reimbursement option also separates fees into two categories: General Annexor Obligations and Banning-Lewis Parkway Obligations. All obligations identified as General Annexor Obligations combined to equal \$46,306,287. This sum was then divided by the total net planning acreage (17,962 acres) to arrive at a per-acre fee of \$2,355. All Annexors will pay General Annexor Obligation fees.

It was determined that south of Drennan Road, the existing four (4) lane portion of Marksheffel Road will eventually become the Banning-Lewis Parkway through that portion of the Ranch. Much of the existing Marksheffel Road corridor contains 210 feet of dedicated right-of-way and an existing four (4) lane arterial that will need relatively minor additional right-of-way dedication and construction improvements. Therefore, Banning-Lewis Parkway fees were split according to geographic area with Drennan Road as the dividing line. Annexors who own property north of Drennan Road will pay Parkway fees for right-of-way dedication (assessed at the current school/park value of \$76,602 per acre) and construction for that portion of the Parkway north of Drennan Road. Annexors who own property south of Drennan Road will be required to dedicate the remaining Parkway right-of-way width and construct any improvements without reimbursement in lieu of paying fees with the following exceptions:

1. Banning-Lewis Parkway constructed on the boundary of another Annexor's property shall be subject to cost recovery from the Annexor having frontage on the other side of the arterial in accord with §7.7.705 (D).



2. Annexors required by the City to construct the Banning-Lewis Parkway through property owned entirely by another annexor shall be eligible for cost recovery from theos Annexors having frontage along said arterial in accord with §7.7.705 (D).

All Annexors (north or south of Drennan Road) will pay the platting fee associated with the Banning-Lewis Parkway/U.S. Highway 24/Constitution Avenue interchange.

#### *Banning-Lewis Parkway Fees*

The total cost of the Banning-Lewis Parkway can be broken down into three different components:

Right-of-way costs north of Drennan Road = \$55,855,114;  
Construction costs for the Parkway north of Drennan Road (including four travel-lanes and any necessary turn lanes and bridges) = \$67,108,174;  
Interchange costs = \$25,000,000.

The Parkway elements north of Drennan Road were divided by the net planning acreage north of Drennan Road (15,062) to reach two, separate per-acre fees. The interchange element of the total Banning-Lewis Parkway cost was divided by the total developable acreage in the Ranch under 2006 zoning (17,962 acres). Elements associated with the Parkway area south of Drennan Road were not calculated into per-acre fees, as Annexors south of Drennan Road are required to dedicate the remaining right-of-way and construct any improvements with no possibility of reimbursement.

For the area north of Drennan, those Annexors who plat will pay Parkway fees, while those who dedicate right-of-way or construct Parkway obligations will receive reimbursements. Fee collection will occur at time of platting, but the fees for the Banning-Lewis Parkway will be collected and reimbursed separately from the other General Annexor Obligation fees.

The Banning-Lewis Parkway fees collected from plats north of Drennan Road will be deposited into two separate accounts; one account will contain the right-of-way fee and the construction fee, while the other account will contain the interchange fee from all plats within the Ranch. It is desirable to segregate the interchange fee to ensure that funds are available to reimburse the Annexor and/or government entity who will ultimately construct the interchange located on the Banning-Lewis Parkway at Banning-Lewis Parkway/U.S. Highway 24/Constitution Avenue.

Detailed methodologies and analyses concerning all six cost sharing/reimbursement program options can be found in Appendix L.

As part of the Study, Staff has included an analysis of possible fees and reimbursements required from, or due to, each Annexor (refer to the Banning-Lewis Ranch Annexor Fees and Reimbursements, included at the end of the Study). This table provides an estimate of the projected fees or reimbursements. The fee or reimbursement amount reflects credits given to Annexors who construct/dedicate shared obligations. The analysis includes the scenarios for fees collected under Option 6.

District financing of the estimated \$190,269,575 in new shared Annexation Agreement obligations does not appear to be feasible due to existing land values and development timing issues.

Staff explored using districts to cost-share the obligations associated with the Banning-Lewis Parkway (i.e. right-of-way dedication, travel and turn-lane construction, and interchange construction). The City established a committee known as the Banning-Lewis Parkway Subcommittee (BLPS), which included the Annexors who owned Parkway right-of-way and City Staff from various departments. The committee was tasked to investigate the issue of Parkway cost-sharing further. After careful analysis and several meetings, the BLPS concluded that a Ranch-wide district cost-sharing mechanism that would build the Parkway at one time was not a feasible option.



With districts ruled out as a cost-sharing mechanism, the City looked at other alternatives. After extensive research, it was concluded that charging impact type fees was the most viable option. Staff conducted a comprehensive literature review on impact fees, which can be found in Appendix M.

Similar to an impact fee, an Annexor obligation fee would be collected at time of subdivision plat recording for all acreage contained within each plat, except for:

1. Park sites and trail corridors, including those owned by Districts, for which parkland dedication credit will be granted by the City.
2. School sites for which school land dedication credit will be granted by a public school district.
3. Public facility site dedication required by the Annexation Agreement and identified within the approved BLR Annexor Shared Obligation Study.
4. Right-of-way dedicated for arterial roadways or the BLR Parkway and Interchange.
5. Property within the BLR located south of Drennan Road shall not be subject to the BLR Parkway Right of Way or the BLR Parkway Construction platting fee.

It should be noted that the platted Village One area of the Ranch has been excluded from any of the computations for this Study. Village One will neither contribute to nor receive credits for the shared Annexor obligation costs.<sup>1</sup> The Village One area encompasses 347 gross planning acres or approximately 263 net planning acres or about 1.5% of the total net planning area. A complete analysis of the fees and obligations located within Village One can be found in Appendix N.

Fees in each cost sharing/reimbursement program option are based on total developable acreage, known as “net planning acres.” The net planning acreage for the Ranch was calculated by subtracting from the total Ranch acreage (24,684 acres), the acres to be dedicated for public facilities, major street right-of-way, park and schools sites etc., the Rock Island Railroad corridor dedication, previously platted drainage facilities and Village One. The total net planning acreage within the Ranch used for the Study equals 17,962 acres. The net planning acreage may be decreased in the future as a result of City decisions to increase the amount of acreage dedicated to public facility purpose. Said decrease shall be subject to City Council approval of an amended Master Plan, Annexor Obligation Study, and associated platting fees.

A fee system based on net planning acreage was recommended to handle the equitable apportionment of all of the shared costs, including those associated with the Banning-Lewis Parkway. Fees under Option 6 will equal approximately \$11,910 per acre for the area north of Drennan Road and approximately \$3,747 for the area south of Drennan Road.

## Recommendations

After thorough exploration of each cost sharing/reimbursement option, Staff recommends Option 6 for several reasons. First, Option 6 is the most equitable and proportional option, both initially and long-term. Options 2 and 3 might be equitable at the beginning but as land uses/zonings change, fee systems will be unable to reflect those changes. Options 1, 4 and 5 create inequality by not recognizing the existing constructed portion of the Parkway south of Drennan Road. In contrast, Option 6 is minimally impacted by future Master Plan land use/zoning changes and addresses the reduction in the additional Parkway right-of-way dedication and construction costs.

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<sup>1</sup> City Council accepted the recommendation for approval of a major amendment to the approved Banning-Lewis Ranch Master Plan subject to the condition that “Banning Lewis Ranch Management agrees to forgo any reimbursement request for Shared Infrastructure constructed within the Village 1 area in accordance with the terms of the Metropolitan District Service Plan for this development.” See, City Council Formal Meeting Minutes, February 14, 2006.



Options 2 and 3 may discourage or preclude commercial development since the impact fees associated with commercial zones are so high. Option 6 however, is based on net planning acreage and not land use or zoning, so one type of development is not given preference over the other. Next, Option 6 is easy to administer and can be kept up to date with a fairly simple annual revision process. Options 2, 3 and 5 require complex calculations that would require significant analysis to revise annually.

Finally, Option 6 allows cost sharing for arterial construction, and Parkway construction south of Drennan Road to occur in accordance with existent Subdivision Regulations as found in Chapter 7 of the Colorado Springs City Code. Options 1, 2 and 3 provide for arterial cost sharing and reimbursement in a manner that is inconsistent with §7.7.705 (D) of the Subdivision Regulations. Arterial cost sharing/reimbursement under Option 6 is as follows:

Arterial Street Construction

Annexors shall be required to construct all arterial streets depicted by the Master Plan with no cost recovery from the City or from other Annexors, with the following exceptions:

1. Arterials constructed on the boundary of another Annexor’s property shall be subject to cost recovery from the Annexor having frontage on other side of the arterial in accordance with §7.7.705 (C) of the Colorado Springs City Subdivision Regulations.
2. Annexors required by the City to construct an arterial street through property owned entirely by another Annexor shall be eligible for cost recovery from those Annexors having frontage along said arterial in accordance with §7.7.705 (C) of the City of Colorado Springs Subdivision Regulations. In this case, the City will require the Annexor to dedicate the necessary right-of-way, as per Article III (A) of the Banning-Lewis Ranch Annexation Agreement, to allow the arterial to be constructed.
3. Marksheffel Road—in accordance with Article 3 (A) of the Banning-Lewis Ranch Annexation Agreement, the Annexors will be responsible for constructing four (4) lanes of Marksheffel Road where the Ranch lies adjacent to the road. This obligation will be eligible for cost recovery from the City on two (2) of the four (4) lanes in accordance with Article III (C) of the Banning-Lewis Ranch Annexation Agreement. All other construction on Marksheffel Road interior to the Ranch will not be eligible for cost recovery unless the construction is subject to either exception (1) or (2) above.

Local/Collector Street Construction

Minor streets constructed by Annexors shall not be eligible for cost recovery under the provision of §7.7.705 (D).

Traffic Signals

Annexors shall be responsible for all costs associated with the procurement and installation of all traffic signals in accord with Section III (G) of the Banning-Lewis Ranch Annexation Agreement. Constructing Annexors may file cost recovery in accordance with provisions of §7.7.705 (D).

Reimbursable Annexor Obligations under Option 4 are as follows:

✓ Banning-Lewis Ranch Annexor Obligation Study	\$75,000
✓ Sand Creek Drainage Basin Re-Study	\$92,500
✓ Jimmy Camp Creek Drainage Basin Study	\$300,000
✓ Land Dedications:	
Park and Ride Site	\$88,858
Air Monitoring Stations	\$38,301
City Service Center	\$2,054,466
Police Sub-station Sites	\$1,322,151
Street Sweeping Disposal Sites	\$2,717,073



Well Sites	\$1,195,807
Water Storage Tank Sites	\$1,374,240
Electric Sub-station Sites	\$6,986,102
Electric Service Center	\$2,223,756
✓ Fire Stations:	
Land Dedication	\$1,467,694
Improvements	\$19,180,500
Equipment	\$2,979,839
✓ A sum of money for a Radio Repeater Station	\$210,000

Shared infrastructure obligations within the Ranch will be constructed by the Annexors when it is determined by the City that said obligation is warranted to serve a specific development project or a regional need in accordance with the terms of the Annexation Agreement and subsequent Settlement Agreement.

The Settlement Agreement (refer to Appendix C) addresses reimbursement and cost recovery. The Settlement Agreement indicates that monies collected for the shared cost obligations shall be deposited in the City administered Banning-Lewis Ranch Improvement Fund (Fund). The Settlement Agreement further states that the City shall be responsible for:

1. Allocation of development costs among property owners;
2. Implementation of reimbursement and cost recovery in accordance the provisions of the Settlement Agreement;
3. Collection of all service and impact fees required by the Annexation Agreement; and;
4. Segregation, and preservation in, and proper disbursements from the Fund of all fees, assessments and other charges.

Each shared infrastructure obligation within the Ranch will be constructed by the Annexors or their agents who would then be eligible for equitable reimbursement through one of a variety of existing and newly created reimbursement mechanisms such as:

1. Standard City Utility Recovery Agreements or Advance Recovery Agreements
2. Park and or School fee credits for park and school site land dedications;
3. Reimbursement from the Sand Creek Drainage Basin fee collection or the Jimmy Camp Creek Flood Conservancy District; and
4. Banning-Lewis Parkway fees as defined above and Annexor obligation fees as defined in cost sharing/reimbursement program Option 6.

## **Cost Sharing/Reimbursement Program**

### Applicability

The provisions of this part shall apply to all property contained within the Annexation Plats of the Banning-Lewis Ranch Annexations, Filings 1-20.

### Fee Establishment

The General Annexor Obligation, Parkway and Interchange fees shall be established by Resolution passed by City Council. Said fees shall be based upon the findings of the adopted Banning-Lewis Ranch Annexor Shared Obligation Study.

### Fee Adjustment

The General Annexor Obligation, Parkway and Interchange fees may be modified by City Council as follows:



- A. General Annexor Shared Obligation Fee
  - 1. The land dedication element of this fee shall be adjusted annually to reflect any adjustment in the fee in lieu of park/school land dedication established in accord with part 12 of article 7 of this chapter (the “park/school fee”).
  - 2. The cost to construct and equip the five (5) fire stations required by the BLR Annexation Agreement will be evaluated annually by the Colorado Springs Fire Department. The Annexor Shared Obligation Fee will be adjusted to reflect the Fire Department’s revised estimates for the cost for these facilities.
  - 3. All other elements of the general Annexor Shared Obligation Fee shall remain fixed per the costs identified in the Annexation Agreement and/or the BLR Annexor Shared Obligation Study.
  
- B. Parkway Fee
  - 1. The right of way dedication element of this fee shall be adjusted annually to reflect any adjustment in the fee in lieu of park/school land dedication established in accord with part 12 of article 7 of this chapter (the “park/school fee”).
  - 2. The construction element of this fee shall be adjusted annually to reflect changes in construction costs as determined by the Colorado Springs Construction Index. Annexors may independently commission engineering studies regarding BLR Parkway design and construction costs at their own expense. Any annexor engineering studies shall be subject to review and approval by the City and may be used by the City to adjust the BLR Parkway Fee.
  
- 3. Interchange Fee
  - 1. The right of way dedication element of this fee shall be adjusted annually to reflect any adjustment in the fee in lieu of park/school land dedication established in accord with part 12 of article 7 of this chapter (the “park/school fee”).
  - 2. The construction element of this fee shall be adjusted annually to reflect changes in construction costs as determined by the Colorado Springs Construction Index. Annexors may independently commission engineering studies regarding the Parkway/Highway 24/Constitution Ave. Interchange design and construction costs at their own expense. Any annexor engineering studies shall be subject to review and approval by the City and may be used by the City to adjust the BLR Interchange Fee.

Fee Payment

- A. *Payment with Subdivision Platting*

The General Annexor Obligation, Parkway and Interchange fees shall be paid in conjunction with the recordation of any subdivision plat recorded after the adoption date of the Banning-Lewis Ranch Annexor Shared Obligation Study. The General Annexor Obligation, Parkway and Interchange fees shall apply to all acreage contained within the plat, with the following exceptions:

  - 1. Park sites and trail corridors, including those owned by Districts, for which parkland dedication credit will be granted by the City Parks Department;
  - 2. School site for which school land dedication credit will be granted by a public School District;
  - 3. Public facility site dedication required by the Annexation Agreement and identified within the adopted Banning-Lewis Ranch Annexor Shared Obligation Study;
  - 4. Right-of-way dedicated for arterial roadways or the Banning-Lewis Parkway and Interchange; and
  - 5. Property within the Banning-Lewis Ranch located south of Drennan Road that shall not be subject to the Banning-Lewis Parkway right-of-way or the Banning-Lewis Parkway construction platting fee.
  
- B. *Platting Fee Credit*



Annexors who have received reimbursement credits for constructing shared infrastructure, or for fulfilling shared Annexation Agreement obligations identified as reimbursable shared obligations within the adopted Banning-Lewis Ranch Annexor Shared Obligation Study, may apply their reimbursement credit against General Annexor Obligation and/or Parkway owed.

C. *Payment Prior to Platting*

General Annexor Obligation, Parkway and Interchange fees may be paid prior to platting at the option of the Annexor. However, a 20% early payment surcharge will be added to the fee amount owed.

D. *Escrowing of Fees*

The City shall escrow all General Annexor Obligation, Parkway and Interchange fees collected into a separate "BLR Reimbursement Fund(s)" to be used for the dedicated purpose of reimbursing those Annexors who construct shared infrastructure, or who fulfill Annexation Agreement obligations identified as reimbursable shared obligations within the adopted Banning-Lewis Ranch Annexor Shared Obligation Study.

Reimbursement

A. *Eligibility*

Annexors who construct shared infrastructure, or who fulfill Annexation Agreement obligations identified as reimbursable shared obligations within the adopted Banning-Lewis Ranch Annexor Shared Obligation Study, shall be eligible for reimbursement from the "BLR Reimbursement Fund" or receive credit against General Annexor Obligation and/or Parkway platting fees owed. Any shared Annexor obligation fulfilled after the approval date of the Banning-Lewis Ranch Annexation Agreement (September 23, 1988) shall be eligible for reimbursement, with the exception of the previously dedicated Jimmy Camp Creek Regional Park site.

B. *Credit/Reimbursement for Public Facility Dedications*

Annexors dedicating land for any of the public facility sites as required by the Annexation Agreement, and identified as reimbursable shared obligations within the adopted Banning-Lewis Ranch Annexor Shared Obligation Study, shall be eligible for a reimbursement or credit against General Annexor Obligation and/or Parkway platting fees owed. These public facility site dedications include:

- Park and Ride Site
- Air Monitoring Stations
- City Service Center
- Police Sub-station Sites
- Street Sweeping Disposal Sites
- Well Sites
- Water Storage Tank Sites
- Electric Sub-station Sites
- Electric Service Center
- Fire Station Sites

The reimbursement, or credit against General Annexor Obligation and/or Parkway platting fees owed associated with these public land dedications shall be calculated by multiplying the City adopted park/school per-acre land dedication value in effect as of the date of the site dedication, or deed acceptance by the City, by the acreage of the public site dedication.

C. *Credit/Reimbursement for Constructing and Equipping Fire Stations*

Annexors constructing and equipping fire stations as required by the Annexation Agreement, and identified as a reimbursable shared obligation within the adopted Banning-



Lewis Ranch Annexor Shared Obligation Study, shall be eligible for a reimbursement or credit against General Annexor Obligation and/or Parkway platting fees owed. Said reimbursement shall be based upon actual construction and equipment costs incurred by the constructing Annexor.

D. *Credit/Reimbursement for Other Shared Annexor Obligations*

Annexors fulfilling any other obligations identified as a reimbursable shared obligation within the adopted Banning-Lewis Ranch Annexor Shared Obligation Study shall be eligible for a reimbursement or credit against General Annexor Obligation and/or Parkway platting fees owed. The value of these obligations shall be as set forth in the adopted Banning-Lewis Ranch Annexor Shared Obligation Study. These reimbursable shared obligations include:

- Banning-Lewis Ranch Annexor Shared Obligation Study
- Sand Creek Drainage Basin Re-Study
- Jimmy Camp Creek Drainage Basin Study
- Payment for a Radio Repeater Station.

E. *Credit or Reimbursement for Dedication of Right of Way and/or Construction of BLR Parkway.*

1. Annexors dedicating right-of-way and/or fulfilling Parkway construction responsibilities for the segment of the BLR Parkway located north of Drennan Road as set forth in the Annexation Agreement shall be eligible for a reimbursement or credit against General Annexor Obligation and/or BLR Parkway fees owed. The value of these obligations shall be as follows:
  - a. The value of the BLR Parkway right-of-way dedication shall be calculated by multiplying the City's park/school fee in effect as of the date of the right-of-way dedication by the acreage of the dedication.
  - b. A preliminary reimbursement shall be determined for BLR Parkway construction based upon the cost estimate for Parkway construction approved by the City in conjunction with the posting of the financial security for the Parkway construction. The final reimbursement amount shall be determined based upon actual construction costs submitted by the constructing annexor and accepted by the City. Adjustments in reimbursement, or fees owed, will be made if the final reimbursement amount differs from the preliminary estimate.
2. Annexors dedicating right-of-way and/or fulfilling Parkway construction responsibilities for the segment of the BLR Parkway located south of Drennan Road shall not be eligible for a reimbursement from other annexors, or receive credit against General Annexor Obligation and/or BLR Parkway fees owed except as follows:
  - a. BLR Parkway constructed on the boundary of another annexor's property shall be subject to cost recovery from the annexor having frontage on other side of the arterial in accord with § 7.7.705(D).
  - b. Annexors required by the City to construct the BLR Parkway through property owned entirely by another annexor shall be eligible for cost recovery from those annexors having frontage along the BLR Parkway in accord with § 7.7.705(D).



F. *Credit/Reimbursement for Banning-Lewis Parkway Interchange Construction*

Annexors fulfilling the Banning-Lewis Parkway/Highway 24/Constitution Avenue Interchange construction obligation as set forth in the Annexation Agreement shall be eligible for a reimbursement or credit against Interchange platting fees owed. The value of the Banning-Lewis Ranch Parkway interchange construction shall be equal to the cost estimate for the Banning-Lewis Parkway/Highway 24/Constitution Avenue Interchange provided by the constructing Annexor and accepted by the City in conjunction with the approval of the interchange design.

G. *Reimbursement or Platting Fee Credit*

In conjunction with the filing of each subdivision plat, the City shall calculate all platting fees and reimbursements associated with the plat and determine the net platting fees owed or reimbursement due. In the event that platting fees are owed, the Annexor may apply reimbursements to cover these fees as set forth above.

H. *Payment of Reimbursement Owed*

The City shall process all Annexor reimbursement requests in a timely manner and shall pay approved reimbursement requests from the “BLR Reimbursement Fund” on a quarterly basis. All reimbursement payments will be on a first-in, first-paid basis and be governed by amount of monies available in the fund.

I. *Transfer of Reimbursements or Credits*

The City will process reimbursements from the “BLR Reimbursement Fund”, and/or apply credits owned to the Annexors who have constructed shared infrastructure, or who have fulfilled Annexation Agreement obligations identified as reimbursable shared obligations within the adopted Banning-Lewis Ranch Annexor Shared Obligation Study. The City shall recognize the transfer of reimbursements to other parties subject to the filing, and City acceptance, of an “Assignment of Reimbursements” Form (See Appendix O).

Charge for Reimbursement, Credit and Platting Fee Processing

The City may impose a fee or a charge to cover all expenses associated with the intake of reimbursement/credits, collection of platting fees and administration of the Banning-Lewis Ranch Annexor Shared Obligation Study.

Banning-Lewis Ranch Annexation Agreement Impact Fees

The General Annexor Obligation, Parkway and Interchange fees shall be separate from, and in addition to, the “Off-Site Roadway Improvement Fee” and the “Urban Service Extension Fee” as set forth in the Banning-Lewis Ranch Annexation Agreement.

Amendments to the Study

In addition to the annual adjustments to the General Annexor Obligation, Parkway and Interchange fees as previously discussed it may be necessary to amend this Study due to significant changes to conditions within the Banning-Lewis Ranch. Changes to the Banning-Lewis Ranch that may require this Study to be amended, and the shared Annexor obligations to be re-calculated, include the following types of events:

1. Changes to the Master Plan that significantly increase or decrease the amount of developable acres that would be platted and subject to the Annexor obligation fee; or
2. Creation of a toll road authority, or some other type of district or entity, that would assume responsibility for construction of the Banning-Lewis Parkway; or
3. Changes to the Master Plan that would revise the alignment of the Banning-Lewis Parkway that would significantly impact the length of the Parkway; or
4. Significant increases in the amount of land owned by the City for public facility purpose (whether or not the Master Plan is amended or the site is rezoned); or



5. Changes to the Annexation Agreement that would modify the extent of the shared Annexor obligations.

Any amendments to this Study should follow the same process as the original Study creation, including review by appropriate City Staff, discussions with Annexors and final approval by City Council.

## **Summary**

City Staff recommends that this Study be approved by City Council at that the accompanying Resolutions be adopted. Staff further recommends that City Council adopted the modifications to the Subdivision Regulations that are necessary to implement the reimbursement and fee collection program (Appendix P).

**Banning-Lewis Ranch Annexors Under the Colorado Centre Differential**

ANNEXOR	BLP ACRES	REIMBURSABLE COSTS INCURRED ON BEHALF OF OTHER ANNEXORS				PLATTING FEES		NET REIMBURSEMENT OWED TO OTHER ANNEXORS	NET REIMBURSEMENT DUE FROM OTHER ANNEXORS
		BLP ROW @ \$76,602	BLP CONSTRUCTION	OTHER DEDICATIONS	TOTAL REIMBURSABLE COSTS	NET PLANNING ACRES	FEES @ \$8,778/ ACRE		
<b><u>North of Drennan Road</u></b>		<b>\$11,910/ ACRE</b>							
609 PLUS ASSOCIATES	51.89	\$3,974,878	\$4,775,691		\$8,750,569	527.28	\$6,279,905		\$2,470,664
AE94 LLC					\$0	121.29	\$1,444,564	\$1,444,564	
CHEROKEE WATER AND SANITATION					\$0	0	\$0		\$0
CHURCH FOR ALL NATIONS	2.68	\$205,293	\$246,654	\$645,755	\$1,097,702	40.79	\$485,809		\$611,893
CMS2 LLC					\$0	105.27	\$1,253,766	\$1,253,766	
COLORADO SPRINGS LAND ASSOC				\$71,748	\$71,748	260.27	\$3,099,816	\$3,028,068	
CPH BANNING-LEWIS RANCH LLC	651.09	\$49,874,796	\$59,923,009	\$61,120,309	\$170,918,114	13210.3	\$157,334,673		\$13,583,441
CYGNET LAND LLC					\$0	1.85	\$22,034	\$22,034	
FALCON TRUCKING CO					\$0	39.11	\$465,800	\$465,800	
M3 LAND LLC					\$0	290.96	\$3,465,334	\$3,465,334	
MARKSHEFFEL 150 LLC					\$0	146.61	\$1,746,125	\$1,746,125	
MGF ACQUISITION CORP					\$0	24.53	\$292,152	\$292,152	
OPTIONS INVEST CORP					\$0	23.51	\$280,004	\$280,004	
OZBURN JAMES C. & DELIA L. POWERS, RAYMOND REVOCABLE TR.					\$0	9.79	\$116,599	\$116,599	
TUCSON/COLORADO ASSOCIATES					\$0	41.09	\$489,382	\$489,382	
UNITED STATES OLYMPIC COMMITTEE					\$0	136.25	\$1,622,738	\$1,622,738	
<b><u>South of Drennan Road</u></b>		<b>\$3,747/ ACRE</b>							
COLORADO CENTRE JV	2.27	\$0	\$0		\$0	48.04	\$180,006	\$180,006	
COLORADO CENTRE METRO DISTRICT	0.39	\$0	\$0	\$4,372,190	\$4,372,190	0	\$0		\$4,372,190
CPH BANNING-LEWIS RANCH LLC	15.47	\$0	\$0		\$0	2156.77	\$8,081,417	\$8,081,417	
FHK DEVELOPMENTS LLC	0.88	\$0	\$0		\$0	48.44	\$181,505	\$181,505	
MARKSHEFFEL-WOODMEN INVEST LLC	6.15	\$0	\$0	\$847,984	\$847,984	545.17	\$2,042,752	\$1,194,768	
VENWEST DEV LTD PARTNERSHIP	3.63	\$0	\$0		\$0	45.24	\$169,514	\$169,514	
VILLANI PARTNERSHIP LLP					\$0	56.34	\$211,106	\$211,106	

**Planning Department  
30 S. Nevada, Suite 301  
Colorado Springs, CO 80903**



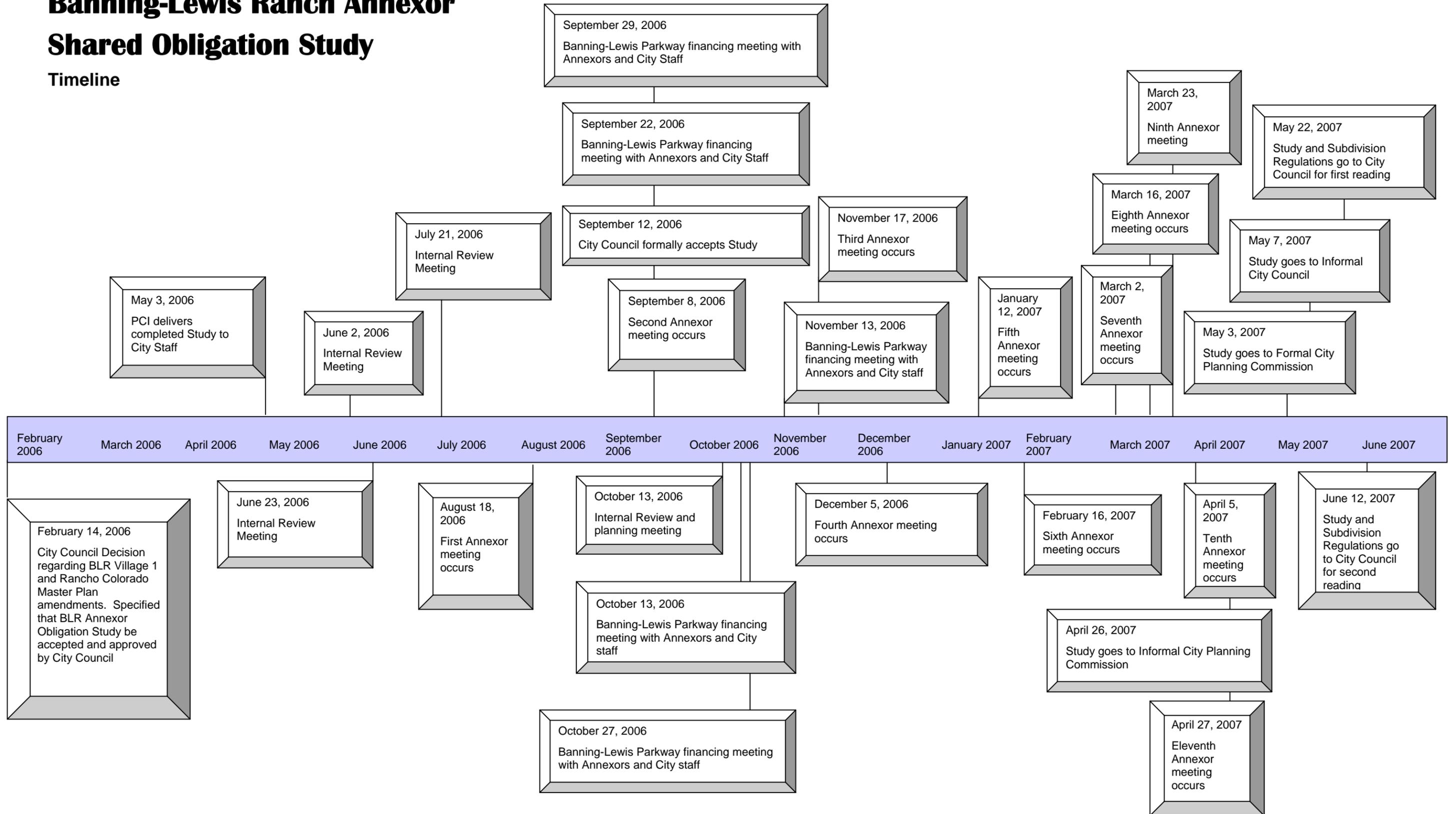
## **Appendix A**

### Study Timeline and Benchmarks

# Banning-Lewis Ranch Annexor

## Shared Obligation Study

### Timeline



RESOLUTION NO. 146-06

**A RESOLUTION ACCEPTING THE BANNING-LEWIS RANCH  
("BLR") SHARED OBLIGATION STUDY AND DIRECTING  
STAFF TO DRAFT A COST SHARING/REIMBURSEMENT  
PROGRAM FOR CITY COUNCIL REVIEW AND APPROVAL**

**WHEREAS**, the Banning-Lewis Ranch Annexor Shared Obligation Study has been prepared to satisfy an obligation of the Banning-Lewis Ranch Annexation Agreement, dated September 23, 1988; and

**WHEREAS**, the Banning-Lewis Ranch Annexor Shared Obligation Study has been prepared to satisfy a requirement of the Settlement Agreement Cases 99-CV-1944 and 01-CV 0566; and

**WHEREAS**, the Banning-Lewis Ranch Annexor Shared Obligation Study has been prepared to ensure equitable distribution of the costs for the obligations, public improvements and infrastructure required by the Annexation Agreement among all Annexors; and

**WHEREAS**, the Banning-Lewis Ranch Annexor Shared Obligation Study has been prepared to satisfy requirements imposed by the City Council of Colorado Springs on the proposed Village One and Rancho Colorado development projects located within the Banning-Lewis Ranch.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS:**

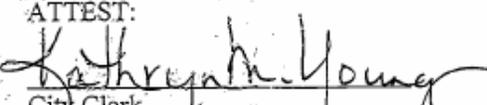
Section 1. City Council finds that the Banning Lewis Ranch Management Company ("BLRC") consultant, Professional Consultants Incorporated, did provide a Banning-Lewis Ranch Annexor Shared Obligation Study to the City prior to June 1, 2006 in satisfaction of the first condition of City Council's February 14, 2006, approval of the Major Amendment to the Banning Lewis Ranch Master Plan.

Section 2. City Council accepts the Banning-Lewis Ranch Annexor Shared Obligation Shared Infrastructure Study and lifts the suspension of building permit issuance within the BLR Village 1 PUD and BLR Rancho Colorado PUD in accord with the second condition of City Council's February 14, 2006, approvals of the Major Amendments to the Banning Lewis Ranch Master Plan.

Section 3. City Council directs City Planning to review the Banning-Lewis Ranch Annexor Shared Obligation Study, develop an appropriate cost sharing/reimbursement program which will comply with the terms of the Settlement Agreement and Court Order in Case No. 99-CV-1944, and bring the final Banning-Lewis Ranch Annexor Shared Obligation Study and the proposed cost sharing/reimbursement program back to City Council for review and final approval in accord with the third condition of City Council's February 14, 2006, approvals of the Major Amendments to the Banning Lewis Ranch Master Plan.

Dated at Colorado Springs, Colorado, this 12th day of September, 2006.

  
\_\_\_\_\_  
Mayor

ATTEST:  
  
\_\_\_\_\_  
City Clerk

Planning Department  
30 S. Nevada, Suite 301  
Colorado Springs, CO 80903



**Appendix B**  
Banning-Lewis Ranch Annexation Agreement  
and Overview of Annexor Obligations

# Overview of Annexor Obligations

The summaries presented below are not meant to replace the contents of the Annexation Agreement but, rather, show how the Annexation Agreement has been interpreted for the purposes of this Study.

## Streets

All public streets within the Ranch are to be paid for and constructed by Annexor to the extent described in the Annexation Agreement. Similarly all rights-of-way must be dedicated to the City at no cost to the City. Only the right-of-way dedication and construction costs associated with the Banning-Lewis Parkway and interchange north of Drennan Road have been identified as shared costs.

## Storm Drainage

Any drainage costs are assumed to fall under one of two alternatives for cost sharing and reimbursement. In one alternative, the City established fee will apply within the basin (i.e. Sand Creek and other minor basins). Annexors who construct regional facilities within this basin will be eligible for reimbursement from this fund. In the other alternative, the Banning-Lewis Ranch Flood Control Conservancy District will charge an annual mill levy that can be used for construction and maintenance of regional drainage facilities within the Jimmy Camp Creek Drainage Basin. The only items that will be left to be shared under this Study are the cost of the new Jimmy Camp Creek Drainage Basin Planning Study and the update to the Sand Creek Drainage Basin Study.

## Parks, School and Transit

In accordance with the Annexation Agreement, parks and school site dedications, or fees in lieu thereof, will be handled by the normal City Subdivision Regulations that apply to these facilities. A regional park was conveyed to the City prior to any of the current ownership of the Ranch, therefore, is not accounted for in this report. A not-to-exceed 30' multi use trail right-of-way is to be dedicated by Annexor to the City at no cost, but is included as a line-item in this Study.

The Annexation Agreement also requires that Banning-Lewis Ranch Master Plan parcel 268.04 be dedicated to the City for park-and-ride purposes. Accordingly, this parcel has been included in the Facilities/Shared Land category of the Study.

## Environmental

Annexor is required to dedicate two sites to the City of 0.25 acre each for air quality monitoring purposes. These have been included in the shared cost estimate.

## Support Services, Fire, Police, and CATV

Annexor is required to pay on demand by the City up to \$210,000 for the purpose of constructing a radio repeater station to the east of the City. This cost has been included as a shared cost. Three parcels have been targeted in the Master Plan for conveyance to the City for satellite municipal services. These parcels are 290.02, 329.01 and 329.04. These parcels have been included in the shared cost estimate.

## Fire

The Annexation Agreement requires the conveyance of land for and construction of five fully equipped fire stations. These parcels are 293.09, 307.04, 342.09, 331.11, and 270.14. These

parcels have been included in the cost share estimate. The cost for the fire stations was provided by the City's fire department.

#### Police

The Annexation Agreement requires the conveyance of parcels 274.03, 274.06, 310.10 and 347.08 are to be dedicated as police substation sites. These parcels are included in the cost-sharing estimate. Another site, 342.09, is to be jointly used with fire protection but is accounted for under the fire cost allocation.

#### Street Division

The Annexation Agreement requires the conveyance of parcels 271.12 and 338.08 to be dedicated to the City for the dumping/disposal of non-putrescible waste. These sites have been included in the shared cost estimates.

#### Water

The Annexation Agreement requires Annexor to:

- provide any and all property (not to exceed ten thousand square feet per existing well site) for construction and operation of water in the Ranch;
- fully pay for all pump stations and suction storage (see Appendix F); and
- convey to the City parcel Nos. 273.03, 293.07, 307.04, 321.06, and 372.14 for water storage tanks. These parcels have been included in the estimate of costs.

#### Wastewater

The Annexation Agreement requires Annexor to design and build a regional wastewater treatment plant to serve the area (see Appendix E).

#### Electric

The Annexation Agreement requires Annexor to:

- dedicate to the City all rights-of-way for installation of electric transmission facilities;
- pay for the costs of, or construction of, road improvements adjacent to utility corridors;
- deed to the City the five major transmission lines as shown on the Master Plan (this obligation may have been fulfilled); and
- dedicate to the City parcel nos. 329.01/329.04, 295.02, 301.05, 309.02, 329.02/329.05, 338.09, and 344.02. These parcels have been included in the estimate of costs

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ARDIS W. SCHMITT  
EL PASO COUNTY  
CLERK & RECORDER

520<sup>00</sup>

BOOK 5557 PAGE 405

ANNEXATION AGREEMENT

THIS AGREEMENT, "Agreement", made and entered into this 23<sup>rd</sup> day of September, A.D. 1988, by and among F & D ASSOCIATES, an Arizona general partnership; FRANK R. KREJCI, Individually; KVI COLORADO CORP., a Nebraska corporation; ARIES PROPERTIES INCORPORATED, a Colorado corporation; COLORADO SPRINGS LAND ASSOCIATES, a New York general partnership; THE SPRINGS COMPANY, an Arizona general partnership; SPRINGS CENTER LAND CORP., a Delaware corporation; H. PIKE OLIVER, Individually; JONATHAN ARIES, Individually; KATHRYN M. MOLLER, Individually; CHARLES J. FUHR, Individually; STEVEN A. DOUGLAS, Individually; A.C. ISRAEL ENTERPRISES, INC., a Delaware corporation; FEIT & AHRENS, a New York general partnership; FALCON TRUCKING COMPANY, a Michigan corporation; UNITED STATES OLYMPIC COMMITTEE, a non-profit corporation incorporated by an act of Congress; COLORADO CENTRE J.V., an Arizona general partnership; CS RANCH COMPANY, an Arizona general partnership; CCM DEVELOPMENT ASSOCIATES, an Arizona general partnership; all of whom hereinafter are collectively referred to an "ANNEXOR", and the CITY OF COLORADO SPRINGS, a home rule city and a Colorado municipal corporation of the County of El Paso, State of Colorado, hereinafter referred to as "CITY". BANNING LEWIS RANCH PLANNING ASSOCIATION, INC., a Colorado non-profit corporation has an interest in the property covered by this Agreement and consents to its terms as provided herein; and CHEROKEE WATER AND SANITATION DISTRICT and COLORADO CENTRE METROPOLITAN DISTRICT, Colorado quasi-municipal corporations, join this Agreement as an ANNEXOR to the extent that either of them owns property in the area to be annexed. Colorado Centre Metropolitan District further consents to the provisions of Article XVIII below.

8/9/88 a 17JC26

## W I T N E S S E T H:

WHEREAS, ANNEXOR is the owner of the property described in Exhibit "A", attached hereto and incorporated by reference herein and hereinafter the "Property", and

WHEREAS, ANNEXOR has filed petitions to annex approximately 24,311 acres to the CITY and this will constitute the single largest piece of property annexed to date to the CITY, and

WHEREAS, the proposed master plan for the Banning Lewis Ranch indicates a mixture of residential, commercial and industrial uses with approximately 76,000 residential units with an approximate population of 180,000 people at full development and approximately seventy-nine million square feet of commercial, office and industrial floor area at full development, and

WHEREAS, considerable study has been undertaken by the ANNEXOR and CITY to ensure fair and equitable annexation of the Property into the CITY, and

WHEREAS, the parties mutually agree and recognize that annexation is desirable for the development of the Property by ANNEXOR; and

WHEREAS, CITY has determined that it is a logical extension of and in the best interests of CITY to annex the Property and to provide municipal services and receive revenues from the development to occur on the Property; and

WHEREAS, it is the intent of the parties that the annexation and provision of public facilities and services to the Property not create additional cost or impose additional burdens on the existing residents and ratepayers of the CITY, as provided for by the terms of this Agreement; and

WHEREAS, annexation of the Property is in accord with Policy 2.1.1 of the Comprehensive Plan and the annexation will result in a community benefit.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, promises and agreements of each of the parties hereto, to be kept and performed by each of them,

IT IS AGREED:

I

INTRODUCTION

"ANNEXOR" as used in this Agreement shall mean and refer collectively to ANNEXOR, its successors, assigns and designees. "Code" shall mean and refer to the Code of the City of Colorado Springs 1980, as may be amended from time to time. "Southern Area" shall mean those lands currently within the Colorado Centre Metropolitan District being annexed. "Banning Lewis Ranch Planning Association" or similar entity or entities shall mean and refer to the association of landowners within the Property designated to enforce and administer the covenants, conditions and restrictions of record, including this Agreement, applicable to the Property. "Master Plan" shall mean and refer to the approved Banning-Lewis Ranch Master Plan, as may be amended from time-to-time in accord with the Code. Parcel number references in this agreement are references to the parcels shown on the Master Plan.

Although the Property is currently being used for agricultural purposes it is within the Potential Urban Growth and Planning Area of the CITY, and the growth of the Colorado Springs Metropolitan area makes it likely that the Property will experience development. Both the CITY and ANNEXOR are desirous of providing for the annexation of the Property into the CITY in order to ensure its orderly development.

## II

## PLANNING, ZONING, AND BUILDING

A. The parties recognize that it is the intent of ANNEXOR to develop the Property in a manner consistent with the Master Plan. Zoning of the Property shall be as ultimately approved by City Council and such zoning may include conditions that must be complied with before building permit issuance. Those portions of the Property in the Corral Bluffs Area and Jimmy Camp Creek Regional Park which contain significant historical, archaeological and paleontological features will be identified and preserved in accordance with the terms of the zoning established for these areas.

B. Vesting of property rights shall occur as such vesting may be provided for in the Code and pursuant to applicable Colorado law.

C. The CITY shall allow ANNEXOR to sell off parcels of real property without platting or subdividing provided that no building permits shall be granted before compliance with the CITY Subdivision Code. Because of the detail of the Master Plan and the exactness of the legal descriptions of the zoning of parcels on the Property, ANNEXOR assures CITY that selling off of parcels without platting will not interfere with public infrastructure development as shown on the Master Plan.

D. ANNEXOR has provided CITY with a list of all current uses and the location of such uses on the Property establishing legal non-conforming uses. This list shall be Exhibit "B" to this Agreement. Any existing leases or tenancies on Exhibit "B" may continue in accordance with their terms, and may be extended at ANNEXOR'S discretion.

E. Banning Lewis Ranch Planning Association shall share with CITY any plans it may complete or adopt in order to coordinate the effective provision of municipal and utility services.

F. Farming and ranching uses in the Code's agricultural zone district shall be permitted on unplatted lands of the Property, subject to all zoning restrictions established for the agricultural zone district, notwithstanding that such properties are zoned otherwise.

G. CITY and ANNEXOR acknowledge that on or before August 15, 1989, Western States Properties, Inc. may acquire certain property formerly owned by the Chicago Pacific Corporation and used as a railroad right-of-way with associated facilities such property being described in a deed recorded on October 11, 1985 in Book 5074 at Page 0069 of the records of the Clerk and Recorder of El Paso County, Colorado. In the event such acquisition is completed, CITY and ANNEXOR agree to reconsider the land use and zoning adjacent to said right-of-way and associated properties to make such adjustments in land uses as are reasonably required to accommodate any legal rights of Western States Properties, Inc. and to provide for appropriate land uses and zoning adjacent to the railroad right-of-way. Nothing in this Agreement shall be construed as the CITY granting to Western States Properties, Inc., the right to operate a railroad either on or off the Property.

### III

#### STREETS

A. GENERAL - ANNEXOR shall dedicate all rights-of-way owned by ANNEXOR for public streets and interchanges for the full width thereof as required by CITY's Major Traffic Thoroughfare Plan or the Master Plan in accordance with whichever shows the greater width. The specific location of any streets or interchanges are subject to reasonable relocation as development plans are finalized, and as determined by the Director of Public Works. Except with regard to the Banning-Lewis Parkway, ANNEXOR shall design and construct all

public streets, and at-grade intersections that are entirely within the boundaries of the Property to CITY standards without cost to the CITY as such are contained in the Subdivision Design Manual as it now exists or is hereafter amended or the Master Plan, whichever standards are higher. Except for Marksheffel Road, public streets and at grade intersections one half of which are on the Property shall be fully constructed by ANNEXOR and ANNEXOR will be allowed cost recovery from adjacent developers in accord with CITY Subdivision Code. There shall be no partial reimbursement to ANNEXOR for arterial streets or arterial bridges within the Property as may otherwise be provided for in the City Code. Dedication of streets shall occur at the time of subdivision platting; however, the ANNEXOR agrees to dedicate rights-of-way owned by ANNEXOR at an earlier time when determined by CITY to be required for commencement of construction of such streets or for extension of utilities. Location of major streets on and off the Property shall be in accord with the Master Plan and the CITY'S Major Traffic Thoroughfare Plan as it now or in the future exists. Dedication shall be by plat, provided that ANNEXOR only shall be required to plat the boundary of any proposed street or interchange through unplatted land and ANNEXOR shall be responsible for all fees to the extent that the payment of such fees are the responsibility of ANNEXOR under the Code at the time such payments are to be made. ANNEXOR agrees to pay the CITY'S lawful share of any grade separations to accommodate any warranted railroad crossings on the Property.

B. BANNING LEWIS PARKWAY -

1. Generally. ANNEXOR shall dedicate the ultimate Banning-Lewis Parkway (B-L Pkwy) right-of-way and, over time, construct a four lane roadway with at-grade intersections (except at U.S. Highway 24), adequate associated turn lanes, and shall have grading and bridge abutment responsibilities as

specifically delineated below. Construction of the B-L Pkwy may be phased in accordance with the 25% absorption transportation analysis as updated and/or further refined from time-to-time.

2. Right-of-Way. ANNEXOR shall dedicate the right-of-way owned by ANNEXOR for the B-L Pkwy (typically three hundred feet in width), together with the right-of-way for associated interchanges and on and off ramps for the full width thereof as required by the ultimate design of the parkway, as set forth in the Conceptual Design Report for the B-L Pkwy (1988) prepared by Wilson & Company Engineers, (the "Design Report"), which is subject to the approval of the Director of Public Works.

3. Grade Separated Interchange. ANNEXOR shall construct an initial grade separated interchange at the intersection of U.S. Highway 24 and the B-L Pkwy in accordance with specifications to be approved by the Director of Public Works, using the Design Report for design guidance. ANNEXOR shall not be required to construct other grade separations or on and off ramps, nor shall ANNEXOR be responsible for expansion of the initial grade separated interchange.

4. Bridge Abutments. ANNEXOR shall be responsible for constructing bridge abutments at the creek banks to handle the ultimate bridge width when constructing initial bridges on the B-L Pkwy, generally as shown on Exhibit "C" attached hereto. It is anticipated that there will be dual bridges, and that each bridge will be designed to handle an initial two through lanes, anticipating ultimate construction of an eight lane roadway. Bridge piers, if any, and superstructure of the initial construction shall be designed and constructed to accommodate the final loads of the ultimate eight lanes.

Bridges shall be designed in accordance with the Colorado Department of Highways criteria. ANNEXOR shall design bridges for ease of expansion to the ultimate width.

5. Initial Grading and Construction between U.S. Highway 24 and State Highway 94. ANNEXOR shall grade the B-L Pkwy to accommodate a full eight lane facility between U.S. Highway 24 and State Highway 94 generally as shown on Exhibit "D". On this portion of the B-L Pkwy, ANNEXOR will construct four initial through lanes with adequate associated turn lanes, also as shown on Exhibit "D".

6. Grading and Construction Elsewhere. Except for that portion of B-L Pkwy located between U.S. Highway 24 and State Highway 94, ANNEXOR shall grade and initially construct two initial through lanes with adequate associated turn lanes generally as shown on Exhibit "E". ANNEXOR shall grade and construct two additional through lanes and associated turn lanes generally as shown on Exhibit "F" (typical B-L Pkwy cross-sections) when traffic volumes warrant, as determined by the Director of Public Works based on an analysis conducted in accord with the ITE Traffic and Transportation Engineering Manual (herein "ITE Manual"), or earlier at ANNEXOR'S discretion.

7. Drainage Structures. ANNEXOR shall construct the drainage structures for the ultimate width of the B-L Pkwy (eight lanes) between U.S. Highway 24 and State Highway 94, generally as shown on Exhibit "D" and shall construct such drainage structures for four lanes elsewhere, generally as shown on Exhibit "F".

8. Center Median. There will be no curbing of the center median on the B-L Pkwy. ANNEXOR shall be responsible for landscaping the median and maintaining such landscaping in accordance with landscaping standards in the Design Report.

9. Off-Site Construction of B-L Pkwy. CITY agrees that upon annexation of any unannexed property that abuts, adjoins or is in the vicinity of the Property and for which a study conducted in accord with the ITE Manual shows a direct traffic impact on the proposed B-L Pkwy, it will obligate the owners to dedicate, improve or enter into repayment agreements for their equitable proportion of benefit received from B-L Pkwy. This Agreement does not cover any lands owned by ANNEXOR off of the Property relative to construction of the B-L Pkwy, such interests to be governed by separate agreement. However, the Property's share of off-site traffic impacts on the B-L Pkwy are included in the Off-Site Roadway Improvement Fee considered below.

C. MARKSHEFFEL ROAD - Where the Property is adjacent to Marksheffel Road ANNEXOR shall dedicate all right-of-way for Marksheffel Road and associated at-grade intersections within the width of Marksheffel Road right-of-way as set forth in the Master Plan or as later determined by the Director of Public Works. The cost of improving Marksheffel Road to a four-lane street shall be borne as follows: First, ANNEXOR shall bear the full cost of improving the street where both sides of the right-of-way are located within the Property, without any partial reimbursement for arterial streets or arterial bridges as may otherwise be allowed by the Code. Second, where the Property abuts Marksheffel Road on its eastern right-of-way boundary, ANNEXOR shall bear the cost, as provided in the Code, of improving the street to a full four-lane width and shall be eligible for partial reimbursement for arterial streets or arterial bridges. Where Marksheffel Road abuts CITY'S gas propane plant property, ANNEXOR shall be responsible for the full cost of improving such to a four lane width without any recovery or reimbursement. ANNEXOR shall be entitled to recover a portion of its cost for full width construction in accordance with the CITY's standard recovery agreements subject to any prior

agreements between the CITY and other adjacent property owners (METEX). Third, ANNEXOR shall be required to contribute Off-Site Roadway Improvement fees as set forth in Article III(E) below, for the Property's impact on those segments of Marksheffel Road between Woodmen Road on the north and U.S. Highway 24 on the south which are not located adjacent to or within the Property. The necessity and timing of the improvements to Marksheffel Road and associated at-grade intersections shall be constructed in phases as determined by the Director of Public Works based upon a study conducted in accord with the ITE Manual (up to four (4) lanes) as required to accommodate traffic generated by the first twenty-five (25%) percent development of the Property. Once Marksheffel Road has been improved in accordance with this Agreement, ANNEXOR shall not be required to contribute to any further improvements of Marksheffel Road.

D. BARNES ROAD - ANNEXOR agrees to construct Barnes Road to a four-lane width between the existing eastern terminus of Barnes east to Marksheffel Road and shall be eligible for partial reimbursement for arterial streets or bridges as provided for in the Code. ANNEXOR agrees to transition Barnes from its six lane width at its eastern terminus to four lanes in accordance with a design approved by Director of Public Works. ANNEXOR shall be entitled to recover a portion of its cost for the construction of Barnes Road in accordance with the CITY's standard recovery agreement. The CITY agrees to use its powers of condemnation for such Barnes Road right-of-way after ANNEXOR has made all reasonable negotiations with other property owners to obtain land for Barnes extended to the Property. ANNEXOR, subject to recovery from private parties, is responsible for all Barnes Road right-of-way costs.

E. OFF-SITE ROADWAY IMPROVEMENT FEE -

1. Generally. The 25% absorption transportation analysis of the Property and the region reflects that additional transportation facilities are needed off of the Property to serve development on the Property and elsewhere. Such transportation facilities and the cost thereof shall consist of the improvements shown on Exhibit "G", attached hereto and incorporated herein by reference. The necessity and timing of the designated improvements shall be as determined by the Director of Public Works based on an analysis conducted in accord with the ITE Manual. ANNEXOR agrees that an Off-Site Roadway Improvement Fee may be assessed by CITY to recover the Property's pro rata share of the improvement and extension of these designated off-site roadways. If the total cost of a designated improvement is greater than shown on Exhibit "G", ANNEXOR'S direct contributions and the fee revenues allocated for the improvement will not be adjusted. CITY agrees that it will require future developments to bear their pro rata share of such improvements based on the analysis above.

2. Computation of Fee. The Off-site Roadway Improvement Fee has been computed by CITY using the estimated cost of improvements and the pro rata share of such improvements allocable to the Property based on the 25% absorption transportation analysis. The Off-site Roadway Improvement Fee also includes a portion of the improvements to Marksheffel Road described in Article III(C) above, as set forth in Exhibit "G". The fee has taken into account the committed and known obligations of third parties to dedicate rights-of-way or construct street improvements pursuant to any existing annexation agreements or the Code, and has taken into account anticipated obligations of third parties or other governmental entities to dedicate rights-of-way and construct street improvements in connection with future

development within the CITY, and has taken into account arterial road or bridge reimbursements that are anticipated pursuant to the Code.

3. Assessment of Fee. The Off-Site Roadway Improvement Fee will be assessed on a one-time basis at the rate of \$.39 for each square foot of floor area as defined in the Code for buildings on the Property, but not to include parking garages associated with commercial, office or industrial buildings. The Off-Site Roadway Improvement Fee shall apply to all structures or new construction for which a building permit is issued, except for governmental, utility, municipal or quasi-municipal structures, and shall be due and payable when the building permit issues. The Off-Site Roadway Improvement Fee shall not exceed \$.39 per square foot of floor area, and will remain in effect until the Property's share of the designated improvements as described in Exhibit "G" has been financed and/or recovered, notwithstanding that such recovery may require extension of the fee beyond 25% development absorption. All Off-Site roadway improvement fees collected by the CITY shall be deposited in a separate account established by the CITY to be known as the "Banning-Lewis Ranch Off-Site Roadway Improvement Account" and shall only be expended for construction of the improvements described in Exhibit "G".

F. DIRECT CASH ADVANCES FOR OFF-SITE ROADWAY IMPROVEMENTS -

1. Generally. In the event that development on the Property necessitates a designated off-site improvement before revenues are available either from the Off-Site Roadway Improvement Fee, or from contributions by other landowners in accordance with the Code, ANNEXOR will make direct cash advances against future revenues of the difference between the estimated total cost and available revenues as provided herein.

2. Limited Construction. To the extent that ANNEXOR is required to make direct cash advances for a designated off-site roadway improvement due to a

lack of fee revenues or revenues from other developments, these improvements will be phased and shall be limited to essential roadway and related drainage facilities necessary to meet traffic flows attributable to the Property. The landscaping, sidewalks, and other improvements shall not be ANNEXOR'S responsibility.

3. Limited Obligation. ANNEXOR'S obligation to make direct cash advances for any of the designated off-site roadway improvements shall be limited to \$40.7 million, representing the total anticipated contributions from other properties as described in Exhibit "G". ANNEXOR shall not have the obligation to make cash advances for revenues that are anticipated from the State, El Paso County, the United States Government, or for construction costs that are the responsibility of the CITY pursuant to Exhibit "G".

4. Recovery of Direct Advances. If ANNEXOR is required to make direct advances for any of the designated off-site roadway improvements due to the lack of anticipated revenues from the Off-Site Roadway Improvement Fee or from other developments, ANNEXOR shall be entitled to recover such direct advances from other owners through recovery agreements established pursuant to the Code, or from Off-Site Roadway Improvement Fee revenues above the amounts needed to complete any remaining improvements shown in Exhibit "G". CITY shall cooperate in the establishment and administration of any such recovery agreements.

5. Delegation of Obligations. ANNEXOR may delegate any obligation for direct contributions of off-site roadway improvements to special districts or similar entities formed on the Property, subject to any limitations set forth in Article XVII of this Agreement, which districts shall have the right to issue bonds to satisfy any such obligation. Accordingly, any such district will be entitled to recovery from adjoining landowners and from fee revenues to the same extent as ANNEXOR would be allowed recovery. CITY will cooperate to

allow such districts to collect or recover fee revenues, and recover payments from adjoining landowners, and to pledge such future revenues as security for repayment of debt incurred in making such off-site roadway improvements.

6. Street Improvements. Once ANNEXOR has fulfilled its street dedication and improvement obligations described above, CITY shall not withhold development approval as to that portion of the Property served by the street dedication and improvements because of traffic constraints or the need for additional roadway improvements.

G. TRAFFIC CONTROL DEVICES AND STREET LIGHTS - ANNEXOR shall pay for installation of traffic and street signs and traffic control devices, permanent barriers, and street lights, together with all associated conduit for all streets within or contiguous to the Property as determined necessary by the Director of Public Works in accordance with uniformly applied criteria. Street lights will be required on minor streets only after homes have been completed along at least fifty (50%) percent of the street frontage as determined by the Director of Public Works. Street lights will be required on collector and larger streets or at intersections for public safety as determined necessary by the Director of Public Works. Traffic signals will be required at a specific intersection, only after the intersection meets at least one of the warrants as outlined in the manual on Uniform Traffic Control Devices in use at the time or other nationally accepted standards and only if the CITY is utilizing those standards for installation of traffic signals throughout the CITY. Once the intersection meets the criteria, CITY will notify ANNEXOR in writing and ANNEXOR will install the traffic signal within one hundred twenty (120) days. ANNEXOR will be responsible for all components of the signal, except the CITY will supply the controller equipment and cabinet to be reimbursed by ANNEXOR.

H. EXISTING STREETS - ANNEXOR shall be responsible for the maintenance of all roadways on and through the Property in accordance with Public Works standard maintenance categories through December 31, 1992, or as may be extended by the parties, as set forth in Exhibit "H", the Contract for Street Maintenance. The computation of ANNEXOR'S resurfacing obligation during the contracting period shall be solely on the existing streets as listed in Exhibit "H". City Administration will cooperate with ANNEXOR'S request to vacate Tamlin Road.

## IV

## STORM DRAINAGE

A. ANNEXOR shall at its sole expense be responsible for preparation and submittal of a drainage basin planning study for the Jimmy Camp Creek Drainage Basin. This drainage basin planning study must be approved by the City Council prior to any platting. It is understood this drainage basin planning study may be amended and ANNEXOR will comply with such amendments.

B. ANNEXOR shall prepare and submit a restudy of the Sand Creek Drainage Basin, which restudy is subject to approval by the Director of Public Works. When submitted and approved, the restudy shall govern ANNEXOR'S development within the Sand Creek Basin. ANNEXOR shall dedicate rights-of-way owned by ANNEXOR and shall design and construct storm drainage facilities within the Property in conformance with the regulations and ordinances of the CITY. ANNEXOR shall participate in the CITY Drainage Basin Program for the portion of the Property in the Sand Creek Drainage Basin, including payment of the per acre drainage basin fees for the basin-wide facilities established by the CITY'S Master Drainage Plan and ordinance for Sand Creek as updated by

ANNEXOR'S study and shall be responsible for conveying drainage flows from the Property to safe outflow points as determined by the City Engineer.

ANNEXOR may establish an overall flood control district to include the Property within either or both the Sand Creek Drainage Basin and Jimmy Camp Creek Drainage Basin, or any other basins within the Property, provided that such district will not adversely affect other property located within the basins. In accord with the drainage ordinances of the CITY, if ANNEXOR desires to complete the development of any portion of the Property prior to completion of the storm drainage improvements to major drainageways, ANNEXOR may make those improvements at its expense. CITY may at its option, agree to reimburse ANNEXOR at a future date from the Sand Creek Drainage Basin Fund for ANNEXOR'S cost for construction of said improvements. The manner in which CITY may repay such costs from the Sand Creek Drainage Basin Fund shall be agreed upon at the time such costs are to be incurred by ANNEXOR. If CITY does not elect to reimburse ANNEXOR for such improvements, ANNEXOR shall be entitled to a credit on a per-acre basis against the per-acre drainage basin fees for basin-wide facilities.

C. As to the Jimmy Camp Creek Drainage Basin ANNEXOR or a designated district shall dedicate rights-of-way owned by ANNEXOR and shall design, construct and maintain storm drainage facilities within the Property in conformance with the Jimmy Camp Creek Drainage Basin Study submitted by ANNEXOR and approved by CITY and final subdivision plats as approved by the CITY. ANNEXOR agrees to comply with the rules and regulations as adopted for the Jimmy Camp Creek Drainage Basin, including conveyance of surface water runoff to safe outflow points as determined by the City Engineer. CITY will not impose any drainage basin fees for portions of the Property located within the Jimmy Camp Creek Drainage Basin without the consent of ANNEXOR; provided.

however, that upon request of ANNEXOR, CITY may impose a storm drainage utility fee and remit said fee to ANNEXOR'S designated District pursuant to an intergovernmental agreement between such District and CITY.

D. ANNEXOR shall be responsible for design and construction of all under drain systems for control of groundwater. All proposed systems shall be submitted to the Wastewater Division and the City Engineer for review and approval prior to construction. Groundwater drainage systems are not eligible for reimbursement from any drainage basin funds.

E. ANNEXOR shall be responsible for maintenance of all drainage facilities for five (5) years from the date of this Agreement. CITY shall not be responsible for maintenance of drainage facilities in the Jimmy Camp Creek basin during the term of the Agreement; provided however that the CITY Park and Recreation Department may, at its discretion, assume responsibility for maintenance of natural greenways or ponds.

V

AIRPORT

A. ANNEXOR agrees to provide an avigation easement to apply to all the Property which lies under the Part 77 approach surfaces as defined by the Federal Aviation Administration prior to platting any property impacted by aircraft traffic as determined by the Director of Aviation. CITY and ANNEXOR have agreed upon the form and content of the avigation easement and such is attached hereto as Exhibit "I", which will supersede any prior avigation easements on the Property.

B. ANNEXOR acknowledges that CITY is currently in the process of planning a new terminal for the Airport, the location of which is depicted on the CITY'S Airport Master Plan. If the new terminal is constructed the CITY will

construct a street from the new terminal directly south to existing Drennan Road. CITY also plans to construct a new runway for the Airport, as depicted on the CITY'S Airport Master Plan, that will necessitate the closure of existing Drennan Road from the intersection of the new terminal road east to Marksheffel Road. When this portion of Drennan Road is closed to accommodate the new runway, the CITY will extend the access street to the new terminal directly south to the southern edge of the Airport property if the new terminal is constructed. This entrance street, initially extending to existing Drennan Road and ultimately extending to the southern edge of the Airport property, will have a minimum width of two lanes, and shall have the capability of being expanded. The cost of constructing and maintaining this entrance street shall be borne by the Colorado Springs Municipal Airport Enterprise Fund.

C. The parties hereby understand and agree that no use of the Operational Areas of the Airport, as defined in Section 19-4-201 of the Code of the City of Colorado Springs 1980, as amended, directly from the Property to such Operational Areas (commonly known as "through the fence operations"), is granted by virtue of this Agreement, nor should any inference be drawn that such use will be granted in the future. The CITY will consider such requests for access and use by the ANNEXOR, or any other party, at any time on a case-by-case basis and the decision on such a request shall be within sole discretion of the City Council and subject to the requirements of the Federal Aviation Administration.

## VI

### PUBLIC LAND DEDICATION GENERALLY

ANNEXOR agrees to dedicate land owned by ANNEXOR for municipal and utility purposes as required by this Agreement or the Code at the time such lands are

needed for the intended public purpose. ANNEXOR agrees that all land dedicated or deeded to CITY for municipal or utility purposes including park and school sites shall be free and clear of liens and encumbrances that may adversely affect CITY'S use of the land. ANNEXOR shall, at its cost, extend all site and public improvements to the boundary of any property dedicated to the CITY including but not limited to, water, wastewater, gas, electric, and shall construct adjacent to the boundary of dedicated public property, curb, gutter, and streets where required. ANNEXOR shall not be responsible for site or public improvements, except as provided herein, within the boundaries of any such dedicated public property. Except as provided within this Agreement, ANNEXOR agrees to plat and, at the time of platting to pay all fees, including drainage, associated with development of the lands dedicated or deeded to CITY, but only to the extent that such platting and payments for publicly dedicated land are the responsibility of ANNEXOR under the Code at the time such payments are to be made.

## VII

### PARKS, SCHOOLS AND TRANSIT

A. ANNEXOR agrees to dedicate land for school and park purposes or pay cash in lieu thereof at the time of platting in accord with the CITY Subdivision Code. The land to be dedicated is generally shown on the Master Plan, and the exact location will be identified when the adjoining lands are platted. School and park sites shall be dedicated when such sites are ready to be used for construction of school or park facilities.

B. Jimmy Camp Creek Regional Park - Because of the size of ANNEXOR'S annexation and development ANNEXOR voluntarily agrees to give to CITY the approximately 693 gross acre site known as the Jimmy Camp Creek Regional Park

within five (5) years of the date of this Agreement, or upon final approval by the City Council of the Park Master Plan, whichever is sooner. CITY agrees that it will prepare a Park Master Plan within five years of annexation, which Park Master Plan shall be subject to ANNEXOR'S approval. CITY acknowledges that this donation is not required by City Code. CITY further acknowledges that planned uses in the park shall be primarily of a passive nature so as not to disturb natural site features unless otherwise provided for in the approved Park Master Plan. CITY shall be allowed to construct underground utility facilities through the park. ANNEXOR shall not be responsible for compliance with Article VI of this Agreement as to fees for the Jimmy Camp Creek Regional Park. The Jimmy Camp Creek Regional Park, because it shall be primarily of a passive nature, shall not be used in computation of any drainage fee as provided for in Article IV of this Agreement.

C. ANNEXOR agrees to provide by deed or easement sufficient right-of-way, to the extent owned by ANNEXOR, not to exceed thirty feet (30') in width for a multi-use trail in the Jimmy Camp Creek Drainage Basin and for the Rock Island loop as shown in the Master Plan.

D. ANNEXOR shall provide without cost to the CITY the land shown on the Master Plan as Parcel No. 267.08 for a park and ride site. ANNEXOR will participate in the provision of transit services as applied throughout the CITY.

## VIII

### ENVIRONMENTAL

A. ANNEXOR agrees to dedicate to CITY land for two (2) air quality monitoring stations at sites of sufficient size, not to each exceed .25 acres,

as may be mutually agreed upon between the Director of Utilities and ANNEXOR with dedicated access roads.

B. As a condition of obtaining development plan approval or building permits for land adjacent to major roadways noise impact assessments may be required to be submitted by ANNEXOR to Support Services Department in accord with zoning conditions applicable to the Property or as uniformly required by the Code. If the noise impact assessment determines a need for noise attenuation, ANNEXOR shall be responsible for providing noise attenuation features, subject to approval of Director of Support Services, as may be required by the zoning of the Property or the Code.

## IX

### SUPPORT SERVICES, FIRE, POLICE, AND CATV

A. CITY radio communication to ANNEXOR'S Property requires the construction of an eastern radio repeater station for police, fire, utilities and other communication networks related to the provision of essential CITY services. ANNEXOR shall provide the CITY with a sum of money not to exceed \$210,000.00 within ninety (90) days after demand by the CITY to be appropriated by the CITY for the purpose of acquiring property, equipping, and constructing the CITY'S eastern radio repeater station. The CITY shall not allow any commercial users to use the repeater station site. Because the site is on other than ANNEXOR'S Property, the CITY agrees to recover from other unannexed property owners who benefit from the service area of this repeater station upon annexation of those properties a pro rata cost of the repeater station assigned to those annexing properties on an acre for acre basis at time of annexation and remit such to ANNEXOR. The site dedication and construction shall be as determined by the Director of Support Services.

B. ANNEXOR agrees to dedicate the land shown generally on the Master Plan as Parcel Nos. 290.02 (a 22 acre site), and 329.01/329.04 (one site consisting of 26 acres which will include an electric service site) for satellite municipal service centers.

C. FIRE -

1. ANNEXOR agrees to provide the sites as shown on the Master Plan as Parcel Nos. 293.09, 307.04, 342.09, 331.11, and 270.14 for five (5) stations and such other uses as determined by the CITY. A dormitory at the fire station located on Parcel No. 342.09 (Southern Area) will be constructed and equipped and will be turned over as built and equipped to the CITY on January 2, 1992 or at such other date as may be mutually agreed upon. In addition a second fire station shall be constructed and equipped in 1992 or at such other date as is mutually agreed upon on Parcel No. 307.04. A third fire station is to be constructed and equipped in the year 2002 or at such other date as is mutually agreed upon. The location of the third fire station will be Parcel No. 293.09. All construction and equipment requirements shall meet Fire Department specifications and standards. Financing of construction and equipping of the fire stations shall be as set out in Article XI.

2. Based on projections of growth and geographic dispersion the first three (3) fire stations should be adequate to serve the Property until 2010 or beyond. If, however, the development of the area exceeds current projections, the additional (2) fire stations may need to be on-line sooner. The Fire Department's planning threshold for bringing stations on-line is 200 alarms per year (calls for service) in the area to be served from a fire station location. Financing and construction of such additional fire stations shall be as set out in Article XI.

3. Colorado Centre Metropolitan District shall provide or contract with Security Fire Department, or other established Fire Authority, for staffing of the fire station in the Southern Area through January 2, 1992.

D. POLICE -

1. The following sites shall be dedicated for police substations: Parcel Nos. 274.03/274.06 (one site), 310.10, 347.08 and 342.09 (an 8 acre site that may also contain a fire station).

2. Police Service. For police service through the year 1992, the El Paso County Sheriff's Department shall provide patrol services, and the Colorado Springs Police Department shall provide investigative and reporting services as shall be established by an intergovernmental agreement between El Paso County and the CITY attached as Exhibit "J". ANNEXOR shall bear the full cost of the services provided by the El Paso County Sheriff's Department, and shall remit quarterly payments for such services to the CITY by the fifteenth day of the month preceding the start of the new quarter. CITY will provide investigative service for crimes and traffic accidents, and the full time equivalent (FTE) cost thereof will be included in the annual fiscal impact analysis set forth in Article XI below. After 1992, CITY will assume responsibility for providing police services necessary to serve the Property and the cost of police services to be provided exclusively on the Property will be included in the fiscal impact analysis described in Article XI below.

E. CATV - Except to the extent required by the Code, or by state or federal law, or as may be required for the provision of essential CITY support services, such as police, fire, and utility services, the CITY shall not directly or indirectly engage in the construction, installation, operation, or maintenance of communication facilities on the Property. ANNEXOR acknowledges that before operating a cable television system for which a franchise is

required as set forth in Article XII of the City Charter and as set forth in Community Telecommunications, Inc. v. The Heather Corporation, 677 P.2d 330 (Colo. 1984), ANNEXOR will apply for and obtain such a franchise from the CITY, unless an agreement with any CITY franchisee or licensee is obtained.

Without limiting the foregoing, ANNEXOR shall have a non-exclusive right to use public rights-of-way and easements dedicated for compatible use in accordance with 47 U.S.C. 541 and utility easements within the Property boundary for ANNEXOR'S telecommunication facilities and shall retain private ownership of any such facilities on or under publicly dedicated land. Unless prohibited by law, ANNEXOR may adopt protective covenants that restrict the use of communications facilities on the Property provided that no restrictive covenant shall prohibit or limit the use of public rights-of-way, easements dedicated for compatible uses in accordance with 47 U.S.C. 541, or utility easements by a utility, cable television operator or provider of communications facilities or provider of communications services on public property. Use of public rights-of-way and easements conveyed to CITY shall be subject to all applicable CITY ordinances or regulations. ANNEXOR contemplates applying for zoning of certain "teleport" sites or other major telecommunication facilities on the Property, and CITY agrees to cooperate in the establishment of such zoning.

As used above, "communications facilities" include without limitation, all wires, lines, switches, transmitters, receivers, antennae, satellite reception and transmission equipment, hardware, electronics and all other equipment and facilities used in the provision of communications services as defined in the next sentence. As used above, "communications services" means and includes all services involving the conducting, transmission or transfer of information in any form (for example, without limitation, video, voice and

computer and other data) by electrical, electronic, or optical means between separate points; and "communications services" include, without limitation: telephone (including long distance telephone), television, radio, cable television, cable radio, cellular radio and telephone, fiber optic transmission, microwave transmission, data transmission, electrical or electronic security, videotext, satellite teleports and computer networking.

X

STREET DIVISION

ANNEXOR will dedicate Parcel Nos. 271.12, 338.12, and 338.08 for the dumping/disposal of CITY street sweeping waste as well as other CITY collected non-putrescible rubble and trash. Disposal shall be in accordance with CITY Environmental Service Division procedures. The use of such sites shall be primarily for non-putrescible rubble and trash generated on the Property. ANNEXOR shall not have any continuing obligation to make additional sites available to CITY when these sites are no longer usable. CITY shall not permit the dumping of any toxic or hazardous materials on such sites, and shall maintain and properly screen the sites to minimize adverse visual impacts and noxious odors. CITY agrees that such sites shall be properly reclaimed as determined by the CITY's Environmental Services Division. These sites when reclaimed will be offered to ANNEXOR at no cost to ANNEXOR. ANNEXOR, with CITY'S consent, shall have discretion to purchase similar sites within three (3) miles of the Property, dedicate and obtain permits for such disposal sites to CITY for purposes of this Article in lieu of the dedication requirement for on-site disposal locations.

## XI

## DEVELOPMENT SEQUENCING AND EXTENSION OF URBAN SERVICES

A. Development will be planned and conducted in an orderly fashion and may occur anywhere on the Property provided that essential municipal facilities are in place and essential municipal services are available in accordance with the terms of this Agreement or the Code.

B. Although the Property is contiguous to the present eastern boundary of the City of Colorado Springs, ANNEXOR acknowledges that the Property is located beyond the area of existing CITY services. In order to offset any cost of extending CITY services to the Property in excess of CITY revenues attributable to the Property, including police, fire, recreation, public works, support services, and other general CITY services (and on-site capital costs related thereto), ANNEXOR agrees to the following: first, ANNEXOR agrees to make certain capital improvements as provided in Article XI(C); second, an Urban Service Extension Fee as provided in Article XI(D), is hereby established to help offset such costs; and third, ANNEXOR agrees to make cash payments to offset any remaining deficits as provided in Article XI(F).

C. ANNEXOR agrees to construct all necessary capital improvements to the breakeven year as defined in Article XI(D) without any subsequent recovery of the cost thereof, and in some cases equip such capital improvements as provided for in Article XI(H). After the breakeven year as defined below, but prior to the termination of ANNEXOR'S obligation to make annual payments as provided in Article XI(F), ANNEXOR shall construct necessary capital improvements to reduce or eliminate the estimated annual deficit, which such costs shall be subject to recovery from future fee revenues as provided in Article XI(F). The appropriate CITY Department Head will determine the timing and sizing of such capital improvements. ANNEXOR may delegate its obligation to finance such capital improvements to properly authorized special districts.

D. The Urban Service Extension Fee shall be \$.11 for each square foot of floor area as defined in the Code for buildings on the Property, but not to include parking garages associated with commercial, office, or industrial buildings. The Urban Service Extension Fee shall apply to all structures or new construction for which a building permit is issued, except for governmental, utility, municipal or quasi-municipal structures, and shall be due and payable when the building permit issues.

For the purpose of this Article, the "breakeven year" will refer to the year that the General Fund revenues to be generated by development of the Property after December 31, 1992 will be equal to or exceed the cost of providing services to the Property in accordance with Articles XI(E) and XI(F). The Urban Service Extension Fee will continue until ANNEXOR'S obligation to make annual payments terminates and ANNEXOR has recovered all such payments, as provided in Article XI(F).

All Urban Service Extension fees collected by CITY shall be deposited in a separate account entitled "Banning Lewis Ranch Urban Service Extension Fee" and shall be transferred to the CITY General Fund to offset excessive costs only to the extent that the fiscal analysis described below identifies CITY General Fund expenditures in excess of General Fund revenues until ANNEXOR'S obligation to make annual payments as provided in Article XI(F) terminates. After ANNEXOR'S obligation to make annual payments terminates, all Urban Service Extension Fee revenues shall be transferred to ANNEXOR until such time as ANNEXOR has recovered all cash payments made as provided in Article XI(F) below. In the event that there are Urban Service Extension Fees in the account after ANNEXOR has recovered any annual cash payments made, such remaining fee revenues shall be transferred to the CITY General Fund.

E. Prior to the beginning of each year a fiscal analysis estimating CITY General Fund and fee revenues and expenditures attributable to the Property will be conducted by the CITY. ANNEXOR will have the opportunity to review and comment on the municipal service levels, revenue estimates, development absorption assumptions, etc. used by the CITY in the analysis. The analysis will include a retrospective analysis of revenues and expenditures for the previous year as well as a prospective analysis of the upcoming fiscal year. If ANNEXOR disagrees with the results of the fiscal analysis, it can request that an independent audit and review of the analysis be conducted. Such an audit will be conducted by a firm mutually acceptable to CITY and ANNEXOR and will be paid for from funds available in the Urban Service Extension Fee Account or by ANNEXOR if there are insufficient funds in the Urban Service Extension Fee account. Such a request for an independent audit must be addressed to the City Manager within 20 working days of ANNEXOR'S receipt of the analysis. The findings of the independent auditor will be subject to City Council review and approval. ;

F. If the combination of capital improvements to be made by the ANNEXOR, any funds available in the Urban Service Extension Fee account, and General Fund revenue attributable to the Property do not equal or exceed the CITY expenditures identified in the fiscal analysis, ANNEXOR will make cash payments, quarterly during the year to eliminate the deficit. This obligation of ANNEXOR to eliminate annual deficits shall continue for a period of each three (3) consecutive calendar years of General Fund revenues from the Property exceeding General Fund costs of services to the Property after 1992 (which may include the breakeven year), or the day and month of this Agreement in the year 2010, whichever occurs first. ANNEXOR shall receive a credit toward any annual deficit after the breakeven year for any annual surplus. ANNEXOR agrees that

it shall not be entitled to reimbursement from CITY'S General Fund but such sums shall be credited to ANNEXOR'S obligation as set forth above. To the extent ANNEXOR has made payments to eliminate annual deficits ANNEXOR shall recover such payments exclusively from the Urban Service Extension Fee account after its obligation to make annual payments terminates.

G. To guarantee to CITY that ANNEXOR will make necessary cash payments to mitigate revenue shortfalls identified in the CITY fiscal analysis, ANNEXOR agrees to place all proceeds of the sale to the CITY Utilities Department of the electrical transmission corridors [pursuant to Article XVI(G) below] identified in the Master Plan into an escrow account to be held in trust by a financial institution under terms and conditions mutually acceptable to ANNEXOR and CITY. This escrow account shall be utilized and drawn upon only if and to the extent that ANNEXOR is in default by failing to make annual payments as required in Article XI(F) above. Unless there is a default, ANNEXOR shall be entitled to all principal, interest or other income earned remaining in the account when the trust is dissolved. The trust will be dissolved when ANNEXOR has satisfied its obligation to make annual payments in accordance with Article XI(F) above. CITY and ANNEXOR will jointly establish this account. The account need only have such amount to reasonably secure the elimination of the annual deficits as described in this Article. Any excess may be drawn down by ANNEXOR upon written approval of CITY when no longer needed.

H. ANNEXOR agrees that near-term development will be concentrated in three development nodes. The nodes will be established in accordance with the CITY Fire Chief's standards for fire service as development occurs as uniformly applied throughout the CITY. If development occurs outside of these three nodes requiring additional fire stations and fire service prior to the breakeven year, ANNEXOR agrees to bear up to the breakeven year the total cost

of constructing, staffing, and operating those stations with the right to delegate this obligation to a properly authorized special district. If development occurs outside of the three nodes prior to the breakeven year, resulting in an increase in the number of miles of roads to be maintained by the CITY, ANNEXOR agrees to bear the total cost of the maintenance of such additional roads.

I. For purposes of administration of this Article Aries Properties Incorporated will administer the provisions hereof on behalf of ANNEXOR, including establishment of the trust account as set forth in Article XI(G), and shall be solely responsible for any annual cash payments to eliminate annual deficits as may be required pursuant to Article XI(F), and shall be solely entitled to recover any such annual cash payments made, unless such obligation and right of recovery is specifically delegated to another person, entity, or district.

## XII

### UTILITIES GENERALLY

A. Limitation of Applicability - The Utilities code, tariffs, regulations and policies as they exist or are hereinafter amended shall apply, and except as expressly provided herein, the provisions of this Agreement set forth the requirements of the CITY Department of Utilities 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 to adopt different ordinances, rules, regulations, resolutions, policies, tariffs, or codes which change any of the provisions set forth in this Agreement so long as these apply to the CITY generally.

B. Utility Recovery Agreements - Utility Recovery Agreements entered into by the CITY for recovery of monies expended by the ANNEXOR for oversized, both on and off site, utility facilities to be recovered from subsequent developers will be as provided for in the Code, Electric and Gas Tariffs, or as may be approved by the CITY.

C. Interim Utility Service - If interim utility service is required ANNEXOR shall dedicate such lands as are necessary to the CITY and pay all the cost of the facilities except as otherwise expressly provided. Such land shall revert to the ANNEXOR when the interim facilities are no longer needed, provided that such reversion shall not adversely affect CITY permanent facilities.

D. Southern Area - It is understood and agreed as to the Southern Area that no utility service will be provided by the CITY until debt restructuring is successfully completed as set forth in Article XVIII.

### XIII

#### WATER

A. The CITY and/or ANNEXOR will extend water service facilities to the Property in accordance with the CITY'S ordinances, regulations and policies in effect at the time of specific water requests. Specific water requests are subject to the necessary improvements and facilities being constructed and available for use. Once the Property is annexed to the CITY the CITY will serve the Property with water so long as such water is available and facilities are in place to deliver the water. Allocation of supply is on the basis of first-come, first served throughout the CITY.

B. ANNEXOR shall dedicate to the CITY all necessary rights-of-way, owned by ANNEXOR for installation of mains and associated facilities within the

Property, which rights-of-way shall be free and clear of liens and encumbrances that may adversely affect CITY'S use of the land.

C. All pump stations and suction storage are to be paid fully by ANNEXOR; the distribution storage shall be paid by the CITY. Recovery agreements shall be entered into between ANNEXOR and CITY to provide that developments which receive benefit from the pump stations, suction storage and off-site improvements will reimburse ANNEXOR on a pro rata basis.

D. ANNEXOR grants in perpetuity to the CITY the sole and exclusive right to withdraw, appropriate and use any and all groundwater underlying ANNEXOR'S Property and all surface water rights located on the Property. Water in the Southern Area owned by ANNEXOR as of January 1, 1988 and water owned by Colorado Centre Metropolitan District as of January 1, 1988 shall be excluded from the provisions of this Article XIII and covered by Article XVIII. ANNEXOR irrevocably consents in perpetuity, on behalf of itself, and any and all successors in title, pursuant to Section 37-90-137(4) of the Colorado Revised Statutes, as now existing or later amended, to the withdrawal, appropriation and use by the CITY of all such groundwater and agrees to execute any additional or supplemental consents thereto that may be required to the CITY to withdraw, appropriate or use said groundwater. Wells constructed by the CITY outside the Property may withdraw groundwater under the Property without any additional consent. The CITY shall allow ANNEXOR to use groundwater under its Property for irrigation, cooling tower purposes and such similar non-potable uses subject to specific agreements entered into by and between ANNEXOR and CITY. If at any time the CITY deems it in the best interest of the CITY, the CITY may use the water underlying the Property for municipal and utility purposes by the CITY in the CITY.

E. ANNEXOR shall provide, without cost to the CITY, any and all necessary property not to exceed ten thousand (10,000) square feet per well site for

construction and operation of wells on the Property for which there are well applications pending or approved. Additionally, ANNEXOR shall provide reasonable access to said well sites. The well sites shall be within 200 feet of those sites as presently decreed unless the CITY and ANNEXOR agree otherwise.

F. ANNEXOR shall dedicate to the CITY the land generally shown on the Master Plan as Parcel Nos. 273.03, 293.07, 307.04, and 321.05 or at such other locations as mutually agreed upon between the CITY'S Water Division Manager and ANNEXOR, for four (4) water storage tank sites and such other uses as determined by CITY.

G. The CITY shall develop, subject to agreement by ANNEXOR, a Master Water Service Plan for providing water service to the Property which plan may be amended from time to time by the parties. The plan shall provide for alternative plans for development of water service for various scenarios and shall be revised and updated periodically as necessary. The CITY shall be responsible for engineering and design of all facilities required under the Master Water Service Plan under each scenario. ANNEXOR shall give to the CITY eighteen (18) months advance notice of its need for construction of facilities necessary to provide water service to areas to be developed in order that the CITY has time to budget, select, and design the specific facilities which shall be provided and to acquire necessary rights-of-way and to construct facilities prior to actual time that water service is required. The cost of such facilities shall be paid by the CITY and/or ANNEXOR as provided by applicable CITY ordinances, regulations, and policies in effect at the time of the request for water service. If the CITY is unable or unwilling to then pay its share of these costs, and ANNEXOR is willing to accelerate the 18 month notice

requirement subject to engineering constraints, ANNEXOR may pay the CITY'S share and shall be reimbursed for such share pursuant to a recovery agreement.

With respect to the proposed Banning-Lewis Parkway, it is understood and agreed that parcels of land adjacent to the parkway shall generally not receive water service directly from major distribution mains within the parkway right-of-way; individual services shall generally be connected to secondary mains within frontage or other secondary roads or in streets which intersect the parkway. Exceptions to this planning principle may be allowed on a specific basis by the Water Division Manager. Because installation of distribution water mains in Banning-Lewis Parkway may not be necessary for some time, payments pursuant to the CITY'S major main policy for distribution mains eventually required in Banning-Lewis Parkway are to be made as initial water service is extended to properties adjacent to Banning-Lewis Parkway; the CITY will then install the distribution water mains in Banning-Lewis Parkway, as they are needed, at no additional cost to the ANNEXOR.

H. Except as provided in Article XVIII, if the Property is de-annexed, the CITY will continue to serve the then existing customers at outside CITY rates, but no connections for new customers will be made without prior City Council approval.

I. ANNEXOR consents to the inclusion of the Property in the Southeastern Colorado Water Conservancy District on the terms and conditions set forth in the Decree of the District Court, Pueblo County, Colorado, in Case No. 40487.

J. Any provisions made for interim water service that is not a part of the Master Water Service Plan prior to the construction of water facilities as envisioned by the Master Water Service Plan, shall be at the sole expense of the ANNEXOR. Construction of interim service shall meet all standards of the Water Division.

## XIV

## WASTEWATER

A. General. CITY agrees to provide and extend wastewater service to and within the Property in accordance with the CITY'S ordinances and regulations in effect at the time of each specific wastewater request. Where such service is provided by the Lower Fountain Metropolitan Sewage Disposal District (hereafter "LFMSDD") service shall be governed by the LFMSDD Service Agreement or such agreement as may be negotiated between the CITY and LFMSDD.

B. Interim Service. It is recognized by the CITY and ANNEXOR that until such time as a new wastewater treatment facility is constructed, the Property may, by geographic and economic necessity, have interim wastewater service provided by either the CITY, providers other than CITY, or as may be otherwise permitted by the Code and Health Department regulations. Other providers include but are not limited to the Fountain Sanitation District and Cherokee Water and Sanitation District. **ANNEXOR is responsible for costs associated with the design, construction and installation of all interim wastewater needs.** These interim service needs will be identified by the Wastewater Service Master Plan described below. CITY acknowledges that Intergovernmental Agreement dated August 17, 1987, between the Colorado Centre Metropolitan District and the Fountain Sanitation District, described in Exhibit "K" attached hereto, wherein the Fountain Sanitation District agrees to provide wastewater services to the Colorado Centre Metropolitan District until a "regional wastewater treatment plant" or other long term treatment options that may be provided by the CITY or other governmental entity is constructed. Connection Charges shall be as determined in Paragraph C, of this Article XIV. Wastewater Service Charges shall be computed and charged in a similar manner as those of other customers inside the CITY limits.

C. Permanent Service.

1. Regional Wastewater Treatment Facility. The CITY and ANNEXOR agree that a new regional wastewater treatment facility will be constructed to serve that portion of the Property within the Jimmy Camp Creek Drainage Basin and that portion of the Property within the Sand Creek Drainage Basin if the latter can be more economically served by said new facility. Unless otherwise agreed between CITY and ANNEXOR, CITY and ANNEXOR agree that the new wastewater treatment facility shall be located on that site presently optioned by the LFMSDD southeast of the City of Fountain (Exhibit "L"), and that said plant will provide sewer service for governmental entities other than CITY as well as private contracting parties. It is contemplated that the terms and conditions of receiving wastewater treatment from said plant shall be governed by the LFMSDD Service Agreement, or such future agreement that may be reached between CITY and LFMSDD. The CITY agrees to use its best efforts in providing wastewater service to the Property in a timely manner when needed for development.

2. Interceptor. The CITY and ANNEXOR acknowledge that a new sewer interceptor line is required to be constructed both on and off the Property to connect the Property to the new wastewater treatment facility and that the use of the interceptor off the Property shall be governed by the LFMSDD Service Agreement or such future agreement that may be reached by the CITY and LFMSDD. It is also acknowledged that a second, parallel sewer interceptor may be required at future time to service the full development of the Property. Such interceptors shall be built to CITY standard specifications at request of CITY and to the extent ANNEXOR can comply. At the request of ANNEXOR, CITY will collect a recovery charge as provided by a recovery agreement from users all such sums to be rebated to ANNEXOR for the interceptor costs.

3. Costs. ANNEXOR is responsible for costs associated with the design, construction and installation of all wastewater facilities to serve the Property as may be provided in the Code, Article 5, Wastewater Treatment Code (12-5-601), including its share of the regional wastewater treatment facility and the interceptor. To the extent that portions of the Property (e.g. Sand Creek Basin) are not serviced by the new plant and interceptor, Connection Charges shall be assessed in accordance with the ordinances of the CITY then in effect. For that portion of the Property that is to be serviced by the new plant and interceptor, CITY shall establish and collect a Connection Charge based on actual costs. The CITY'S System Development Charge shall be established based upon the total cost of the regional wastewater treatment facility and interceptor and such other facilities as have been agreed upon by CITY and ANNEXOR. The CITY agrees that the System Development Charge will be calculated consistent with the manner in which said Charge is calculated for the balance of the CITY. The revenue realized from the collection of the System Development Charge shall be first utilized to reimburse ANNEXOR and/or any Districts which have been formed pursuant to Article XVII hereof, for total costs incurred in constructing the regional wastewater treatment plant, interceptor or other facilities as have been agreed upon by CITY and ANNEXOR and second, shall be set aside for any such future costs. All such revenue may be pledged by ANNEXOR and/or any Districts for the repayment of debt incurred to construct the interceptor and wastewater treatment plant.

The procedure for collecting the Connection Charges shall be as set forth in the CITY'S ordinances at the time of collection unless otherwise agreed by CITY and ANNEXOR. Wastewater Service Charges shall be computed and charged in a similar manner as those of other customers inside the CITY limits.

D. CITY and ANNEXOR shall jointly prepare a Wastewater Service Master Plan within a reasonable period of time after annexation of the Property. The Wastewater Service Master Plan shall show the general location and size of all required on-site and off-site pipelines, 15-inch and larger, lift stations, force mains and all proposed interim facilities.

E. ANNEXOR shall dedicate to the CITY all necessary rights-of-way owned by ANNEXOR for installation of wastewater lines and associated facilities within the Property, which rights-of-way shall be free and clear of liens and encumbrances that may adversely affect CITY'S use of the land.

F. The CITY agrees to take sewage sludge generated from LFMSDD wastewater treatment plant delivered to the Wastewater Division Solids Handling Facility located at the CITY'S Hanna Ranch. The cost of delivery facilities shall be the responsibility of LFMSDD and a per unit charge for handling said sludge shall be charged by the CITY, as may be agreed between LFMSDD and the CITY.

: XV

#### NATURAL GAS

A. The Property is substantially within the existing gas service area of the CITY as designated by the Colorado Public Utilities Commission. Annexation of any lands not in the currently existing gas service area shall be added to the gas service area and proper certification by the Public Utilities Commission shall be obtained by the CITY.

B. The CITY agrees that it will extend gas service to the Property under its tariffs, ordinances, and rules and regulations in effect at the time of any specific gas service request. Availability will be covered by tariffs, ordinances, and rules and regulations in effect at the time of request. Annexation does not imply a guarantee of gas service.

C. ANNEXOR shall dedicate to the CITY all necessary rights-of-way owned by ANNEXOR for installation of gas mains from existing off-site systems and gas mains and associated facilities within the development, which rights-of-way shall be free and clear of liens and encumbrances that may adversely affect CITY's use of the land.

D. ANNEXOR agrees to dedicate a number of 30-foot by 30-foot gas regulator station sites. The number and general location of these sites shall be determined by Gas Division and specific site location shall be by mutual agreement. The regulator station sites will be deeded at no cost to the CITY free and clear of all liens and encumbrances that may adversely affect CITY'S use of the land.

E. Portions of the Southern Area are currently in Peoples Natural Gas Company's service area. Peoples has installed facilities and is presently providing gas service to customers. Such portions of Peoples' service area that are annexed will become the CITY'S service area, and the CITY will purchase the appropriate facilities from Peoples Natural Gas Company and will install facilities necessary to deliver gas to this acquired system. Peoples Natural Gas Service will be disconnected except for the 6-inch and 4-inch mains which will be retained by Peoples. These mains will pass through Colorado Centre from the Colorado Interstate Gas Company meter station to Peoples' gas service area south of the Southern Area. Peoples will require the continued use of their right-of-way easements and/or the streets and roads for their mains.

The acquisition of Peoples' facilities by the CITY shall be done at no cost to the ANNEXOR.

F. ANNEXOR will execute all extension contracts required and will pay to the CITY an advance deposit equal to the cost of such facilities in accordance

with the CITY'S gas extension policy in effect at the time the service is requested. The CITY will make refunds of the deposit to ANNEXOR in accordance with prevailing citywide policy.

G. Reasonable and timely notice shall be provided to CITY in order to schedule gas service to the Property. It is understood and agreed as to Southern Area that no service will be provided until debt restructuring is successfully completed as set forth in Article XVIII.

## XVI

### ELECTRIC

A. Electric service will be provided to the Property in accordance with the CITY'S ordinances, tariffs, rules and regulations in effect at the time electric line extensions are requested. Recovery, if any, for on and off site electric facilities shall be in accord with the applicable electric tariff. Requests for such service shall conform to the Code and Tariffs of the City of Colorado Springs.

B. ANNEXOR shall dedicate to the CITY all necessary rights-of-way owned by ANNEXOR for installation of all electric transmission facilities, except the two (2) major transmission corridors set out in paragraph C. below, and distribution facilities to include substation sites and other associated facilities within the Property, which shall be free and clear of liens and encumbrances that may adversely affect CITY'S use of the dedicated Property.

C. Five major overhead electric transmission lines are planned within two (2) major transmission corridors. ANNEXOR'S needs may require additional lines in the future. All transmission lines will be constructed when the Electric T&D Division determines they are required. All transmission lines will be overhead and located in areas which will not conflict with airports.

D. All lines below 30,000 volts Phase-to-Phase will be installed underground in accordance with CITY code. Temporary lines may be overhead and will be paid for by ANNEXOR including cost of removal.

E. The CITY will not supply electric service to any area within the service territory of the Mountain View Electric Association until the area is annexed and service transferred in a phased manner according to the existing agreement between the CITY and Mountain View. ANNEXOR shall be responsible for all costs associated with the transfer of facilities and service territory. Such cost to include any facilities on land developed by the ANNEXOR prior to annexation and enclave lands not being annexed north of Drennan Road but for which due to annexation, the CITY is required to take over electric service. Disconnection from Mountain View and transfer of service to the Property shall be as follows:

1. The amount to be paid by ANNEXOR for transfer of territory shall be calculated when the final meter readings for the twelve months preceding the service territory transfer date are available. It is estimated that disconnection of the Southern Area from Mountain View shall cost approximately \$61,810, and disconnection of the remainder of the Property is estimated to cost \$53,710.

2. Five electric distribution areas (EDA's) have been established for disconnection from Mountain View and extension of electric service by CITY. The five EDA's are depicted on Exhibit M attached hereto and incorporated by reference. CITY shall endeavor to secure an agreement with Mountain View that would permit Mountain View to continue to serve existing and new users within a particular EDA until such time as one of the following conditions is met:

- (a) There exists two or more residential customers in a platted subdivision;

- (b) There exists two or more commercial/industrial customers in one building complex or platted subdivision;
- (c) There is demand from one or more customers for an ultimate connected load of five hundred kilowatts (kw) or more for any one EDA or one thousand kilowatts or more for two or more contiguous EDA's;
- (d) January 1, 1995 arrives regardless of load demands within the EDA.

3. When any one of the conditions in Paragraph 2 is met, or if CITY cannot secure an agreement with Mountain View to allow Mountain View to continue to serve the Property as provided above, CITY will supply electric service to the Property. ANNEXOR will bear the cost of all line extensions to the Property according to the tariffs and policies in effect at the time of the extension. Prior to reconnection, ANNEXOR may elect to terminate electric service to facilities then in service, or provide service with small generators for small uses, such as stock watering ponds.

4. CITY will enter into recovery agreements, as permitted by CITY's ordinances, tariffs, rules, and regulations to allow ANNEXOR to recover off-site improvements and expenses required to serve the Property.

5. Any labor and material cost for the installation of permanent facilities or the installation and removal of temporary facilities (except credits for any salvage value) required to serve new customers, beyond the existing customers on the Property whose service cost is included in the disconnect fees to be paid by ANNEXOR to Mountain View under Paragraph 1 above, must be paid by ANNEXOR or the user seeking service.

F. Road Improvements Adjacent to Utility Corridors - ANNEXOR shall be responsible for the cost of or construction of road improvements adjacent to

utility corridors. ANNEXOR shall also be responsible for required relocation of utility lines and facilities. The CITY Department of Utilities shall not be responsible for acquisition, dedication or contribution of land needed for road improvements, nor shall the CITY Department of Utilities or General City be responsible for road improvements where utility corridors are adjacent to such lands; however, CITY will permit road crossings and certain other public uses at utility corridors. This waiver of responsibility shall apply in all cases irrespective of the manner in which the CITY Department of Utilities acquires title, i.e., fee simple, easement, right-of-way, dedication by plat etc.

G. The CITY has determined the location of two corridors for a total of five major transmission lines through the Property generally shown on the Master Plan, and ANNEXOR shall deed the same to the CITY upon request. When these transmission line corridors are deeded to CITY, CITY will compensate ANNEXOR for the fair market value at the time of conveyance. Such compensation shall be distributed among ANNEXORS in accordance with their ownership interests. The time and manner of payment shall be established by separate agreement. The payments shall be used as security for ANNEXOR'S responsibility to cover any annual fiscal deficits as set forth in Article XI. ANNEXOR shall consent to the location of the transmission line corridor. Easements for distribution lines must be shown on the Master Plan and all final subdivision plats. The two (2) corridors for five major transmission lines would have been required even if ANNEXOR'S Property was not annexed.

H. All street right-of-way in residential subdivisions dedicated by ANNEXOR shall generally allow for the installation, operation and maintenance of electric facilities between sidewalk and property line or between curb and sidewalk for areas with detached sidewalks. ANNEXOR, with CITY approval, may set aside other areas for such facilities.

I. ANNEXOR shall dedicate to CITY the electric service site as shown on the Master Plan as a portion of Parcel No. 329.01/329.04 (one site) and six (6) ten (10) acre electric substation sites Parcel Nos. 295.02, 301.05, 309.02, 329.02/329.05 (one site), 338.09 and 344.02 for which the ANNEXOR will apply for the Public Facilities (PF) zone within eighteen (18) months of final annexation and which shall be dedicated for exclusive use by the Department of Utilities.

J. ANNEXOR shall provide on each side of all arterial or larger streets including state and U.S. highways and the Banning-Lewis Parkway a minimum of ten (10) feet within the street right-of-way but outside the ultimate paved portion exclusively for electric distribution facilities; landscaping shall be permitted in accordance with CITY Utility Department policy.

K. It is understood and agreed as to the Southern Area that no service will be provided until debt restructuring is successfully completed as set forth in Article XVIII.

## XVII

### DISTRICTS

A. The CITY shall approve the formation of one or more Districts ("Districts") or similar entities consistent with the intent of this Agreement, including but not limited to public building authorities, development authorities, general improvement districts (special districts), special improvement districts, maintenance districts, flood control conservancy districts, local improvement districts, and including metropolitan districts for non-residential land, for the purpose of the acquisition, design, construction, installation, financing and/or maintenance of capital improvements and facilities, and for the provision of certain services which may be required to develop the

Property; which capital improvements, facilities and services ANNEXOR is obligated or permitted under this Agreement to provide. To the extent that ANNEXOR is responsible therefor, such capital improvements and facilities would include, but not be limited to: water and wastewater lines and facilities; storm drainage and detention facilities, including irrigation; traffic and transportation facilities, including streets, bridges, roads, interchanges, signalization, safety protection improvements; park and recreation facilities; police and fire protection facilities and equipment; and communication facilities and equipment. CITY will permit the formation of such districts so long as the CITY is not directly or indirectly liable for repayment of any indebtedness in connection therewith, and ANNEXOR has presented evidence satisfactory to the CITY that the proposed District has, or will have, the financial ability to discharge the proposed indebtedness. Any approval of such Districts, when requested by ANNEXOR, shall include the following conditions, unless waived by CITY:

- (1) No District shall levy, charge or collect a sales tax.
- (2) All services and improvement plans of the District(s) and amendments thereto shall be subject to review and approval by CITY.
- (3) The District(s) shall obtain all necessary permits and pay all prescribed fees associated with any and all improvements to be made.
- (4) All improvements constructed by the District(s) shall be designed, constructed and warranted in accordance with the standards and specifications of CITY.
- (5) Unless otherwise provided in this Agreement, the CITY shall be the sole provider of municipal services to the Property, including water and wastewater services, fire and police protection, street maintenance, zoning and code enforcement, and all other services as CITY may provide to

the residents of CITY; provided, however, that the District(s) may, with the prior approval of the CITY, provide supplemental street, median, landscape (including irrigation), drainage and other facility maintenance services.

(6) CITY shall not incur any expense in the formation or operation of the proposed District(s) or its retirement of capital obligations, exclusive of ordinary administrative expenses such as review by CITY staff.

(7) Other conditions to the approval of any District may also be applied by the CITY as a matter of Citywide uniform policy, including consideration of whether the District will have an adverse impact upon the financial ability of the CITY or other governmental entities to enter into bonded indebtedness.

B. To the extent that ANNEXOR has any right or duty under this Agreement to engineer, furnish material for, install, construct, warrant, maintain, repair or otherwise provide for or maintain certain improvements and facilities (public or private) as defined in this Agreement or as otherwise required or desired by ANNEXOR in connection with development of the Property, all or any portion of that right or duty may, with the CITY's consent, be delegated by ANNEXOR to the District(s) so long as such responsibilities are within the scope of authority of said District(s). Notwithstanding any such delegation, the provisions of this Agreement shall run with the land, and the CITY may enforce against any such District any delegated obligations.

#### XVIII

#### COLORADO CENTRE METROPOLITAN DISTRICT

A. Within one year and seventy-five days following the date of this Agreement, ANNEXOR shall secure a restructuring of the existing Colorado Centre

Metropolitan District (CCMD) bonded indebtedness. CITY acknowledges that the restructuring of the CCMD debt is intended to take place in phases, and that CITY will cooperate to the extent necessary in the restructuring process. Upon restructuring of the debt within the following parameters ANNEXOR'S obligation hereunder will be satisfied:

1. The existing indebtedness, which is secured by water tap revenues, must be restructured to allow CITY to collect these water tap revenues.

2. The existing indebtedness will be shifted from a mill levy debt to an assessment lien debt through establishment of a building authority. Existing CITY residents shall not bear any responsibility for debt repayment. The Property subject to the assessment lien will be solely on the portion of the CCMD to be annexed (i.e. the Southern Area), plus the additional lands within the Property as provided below. As properties within that portion of the Property subject to the assessment lien are platted, ANNEXOR shall pay a pro rata share of the debt, and the assessment lien shall be released as to the platted land; subsequently constructed dwellings shall not be subject to the assessment lien.

3. CCMD may continue to assess a mill levy of a maximum of eight mills on the area currently included in the non-annexed portion of CCMD and will be permitted to collect up to a 10% water connection surcharge, which revenues may be applied either toward covering the costs of service CCMD will continue to provide or to prepay bonds of the building authority to the extent that there are surpluses.

4. Approximately 1,000 acres of additional lands within the Property may be added to the area to be included in the building authority as a source for assessments.

5. CITY acknowledges that it may take the building authority several bond issues to restructure the existing CCMD debt.

6. The CCMD service plan will be amended to restrict the district from borrowing before or after its current debt is restructured, until such time as the restructured debt is fully retired.

B. While the existing CCMD indebtedness is being restructured, CITY will not provide utility service or plat approval for that portion of the CCMD being annexed. CCMD will continue to provide services to the non-annexed area and the annexed area until the debt is restructured, and may continue to charge customary user fees or other fees for services that are provided by CCMD. CCMD shall be allowed to utilize Well No. 211A during the year and seventy-five day period in the event the non-annexed and annexed lands' existing water supplies are terminated.

C. If the restructuring of the existing CCMD debt is not completed within one year and seventy-five (75) days following the date of this Agreement. ANNEXOR will petition to disconnect the annexed portion of CCMD from the CITY in accordance with 31-12-501 et seq., C.R.S. In the event of disconnection, the ANNEXOR will retain ownership of the groundwater underlying the Southern Area. The CITY shall allow CCMD by separate intergovernmental agreement without charge utilization of Well No. 211A for the purpose of providing interim water service to the Southern Area for a period not to exceed five (5) years.

D. If the restructuring of the existing debt is completed as provided above CITY will provide all utility services to the Southern Area on same terms and conditions as to the balance of the Property. CCMD may contract consistent with CITY policies for CITY water and wastewater service for the non-annexed portion of CCMD. If CCMD does not contract with CITY for water service, CCMD

shall have the right to utilize Well No. 211A without cost for the purpose of providing interim water service to the non-annexed portion of CCMD for a period not to exceed five (5) years from date of this Agreement.

E. Subject to the provisions of Article XVIII(C) above, ANNEXOR grants in perpetuity to CITY the sole and exclusive right to withdraw, appropriate, and use any and all groundwater underlying the Southern Area and all surface water rights located in the Southern Area except for groundwater owned by CCMD as of January 1, 1988. ANNEXOR shall convey the remaining groundwater and groundwater rights by a consent and instrument of conveyance acceptable to CITY, which shall include the wells and historical water requirements associated with groundwater rights conveyed to CITY.

#### XIX

#### GENERAL PROVISIONS

A. This Agreement shall be recorded with the Clerk and Recorder in El Paso County, Colorado and shall run with the land, and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto, and all persons or entities now or hereafter having an interest in the Property. Except as noted hereafter, any and all of the rights, duties and obligations of ANNEXOR or any of them hereunder may be assigned by ANNEXOR to any person or entity when portions of the Property are conveyed to such persons or entities. In such event, the assignee will assume all of the rights, duties and obligations of ANNEXOR hereunder as to the portion of the Property so assigned and ANNEXOR shall be relieved from all further liabilities, obligations and duties as to the portion of the Property so conveyed. Notwithstanding the foregoing, rights to specific reimbursements, refunds or credits provided for herein shall be placed in a fund, to be known as the Banning Lewis

Ranch Improvement Fund, held in trust by a bank mutually agreed upon by Aries Properties Incorporated and CITY, for equitable distribution by the Banning Lewis Ranch Planning Association or similar entity or entities among the parties bearing the costs to which such refunds, reimbursements and credits relate. The Banning Lewis Ranch Planning Association or a similar entity or entities created for the purpose of administering this Agreement, shall remain in existence until all terms and conditions of this Agreement have been complied with or until the Agreement terminates. Any future sale of the Property shall include specific reference to this Agreement and delegation of the obligations contained herein. Rights to the specific refunds contained herein shall always be to Aries Properties Incorporated unless specifically assigned to another person, entity, or district created in accord with Article XVII.

B. CITY acknowledges that ANNEXOR owns a number of small contiguous tracts that ANNEXOR will seek to annex upon completion of the annexation of the Property. Upon annexation of such additional tracts, the provisions of this Agreement will extend to such other tracts as if they originally had been included in this Agreement. In addition, the Master Plan shall be deemed sufficient to satisfy the "plan in place" requirements of the Municipal Annexation Act, as amended, for the purpose of annexing such tracts.

C. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing Codes or ordinances or as a waiver or abdication of the CITY'S legislative, governmental or police powers to promote and protect the public health, safety, or general welfare of the CITY or its inhabitants; nor shall this Agreement prohibit the enactment by the CITY of any fee which is of uniform or general application throughout the CITY. Except as specifically provided herein, CITY agrees to treat ANNEXOR and the Property in a

non-discriminatory manner relative to the rest of the CITY. In addition, any consent or approval require hereunder either from ANNEXOR or CITY shall not be unreasonably withheld. CITY will not impose any fee, levy or tax or impose any conditions upon the approval of development requests, platting, zoning or issuance of any building permits on ANNEXOR, or make any assessment on the Property that is not uniformly applied throughout the CITY, unless otherwise agreed to between CITY and ANNEXOR. Any fees to be paid by ANNEXOR will be paid at building permit issuance except as specifically may be provided in this Agreement or the Code.

D. No right or remedy of disconnection of the described Property from the CITY accrues from this Agreement, other than that provided by §31-12-119, C.R.S. In the event the Property or any portion thereof is disconnected at ANNEXOR'S request, the CITY shall have no obligation to serve the disconnected Property and this Agreement shall be void and of no further force and effect as to such Property.

E. If the annexation of the Property or any portion thereof 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 disconnection of the Property from the CITY, then this Agreement and all provisions contained herein shall be null and void and of no further effect. If the referendum challenge fails, then ANNEXOR and CITY shall continue to be bound by all terms and provisions of this Agreement.

F. If the annexation of the Property or any portion thereof is voided by initiative, the CITY agrees to cooperate with ANNEXOR to continue providing water, wastewater, electric and gas service to those properties actually served. The CITY and ANNEXOR agree to pursue all reasonable methods to

continue such service including but not limited to extraterritorial water and sewer contracts at outside CITY rates. Such agreement to cooperate shall not constitute a legal obligation on the part of the CITY to continue service.

G. In the event that the annexation of the Property or any portion thereof is voided by final action of any court (such action not being associated with a referendum or initiative action), CITY and ANNEXOR shall cooperate to cure the legal defect which resulted in disconnection of the Property, and upon such cure this Agreement shall be deemed to be an agreement to annex the Property to the CITY pursuant to the Municipal Annexation Act. Any such agreement to annex shall be subject to the terms of this Agreement, Master Plan, and all other documents referenced herein. ANNEXOR shall reapply for annexation as and when the Property becomes eligible for annexation as determined by the CITY.

H. It is specifically understood and agreed that where this Agreement provides for a determination to be made by a CITY Department Head and such is approved by the City Manager, any such determination may be appealed to and reviewed by City Council. An appeal for review by City Council of any departmental determination shall automatically stay this matter until the City Council has completed its review.

I. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

J. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained

herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto except those specific agreements herein referred to. Except with consent of Aries Properties Incorporated, CITY, and the Banning Lewis Ranch Planning Association, there shall be no modification of this Agreement except in writing, executed with the same formalities as this instrument and recorded as required in Article XIX(A) above. Subject to the conditions herein, this Agreement may be enforced in any court of competent jurisdiction.

K. ANNEXOR has obtained and filed with CITY consent to this Agreement from all parties who hold prior Deeds of Trust or other security instruments in the Property.

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

M. In the event either party alleges that the other is in default hereunder, the non-defaulting party shall first notify the defaulting party in writing of such default. The defaulting party shall have twenty (20) working days from receipt of such notice within which to cure such default before the non-defaulting party may exercise any of its remedies hereunder. If such default is not of a nature that can be cured in such twenty (20) day period, corrective action must be commenced within said period by the defaulting party and be thereafter diligently pursued. If the default is not cured in a timely fashion, then the non-defaulting party may elect, at its discretion, either to cure the default and recover the cost thereof from the defaulting party, or seek to enjoin the default if of a continuing nature, or seek specific performance and/or damages. All of these remedies shall be considered cumulative, and shall not be exclusive of any other remedy provided for in this Agreement.

N. Because it is anticipated by CITY and ANNEXOR that development of the Property will be a long term endeavor, this Agreement shall be in force and effect for a period of sixty (60) years from the effective date hereof or until all terms and conditions contained herein have been complied with, whichever occurs first. Thereafter, so long as the Property is located within the municipal boundaries of CITY, it shall be subject to the uniform ordinances, rules and regulations of CITY generally applicable throughout CITY on a non-discriminatory basis.

O. CITY shall use its best efforts to determine that the Banning Lewis Ranch Planning Association or a similar entity or entities created by it has reviewed all platting, site development plans, concept plans and requests for building permits prior to their submittal to the CITY or Regional Building Department. The Banning Lewis Ranch Planning Association, or similar entity or entities created by it shall in general be responsible for facilitating and coordinating ANNEXOR'S compliance with this Agreement and the Code, but shall not have any liability for violation of the Code or the Agreement by others.

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

CITY OF COLORADO SPRINGS

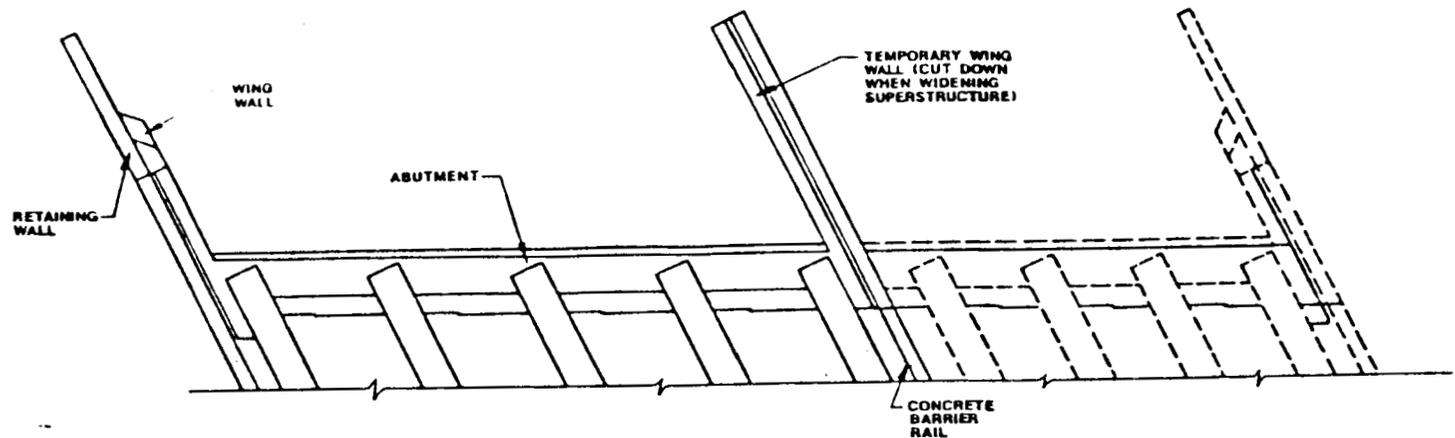
By: *[Signature]*  
Mayor



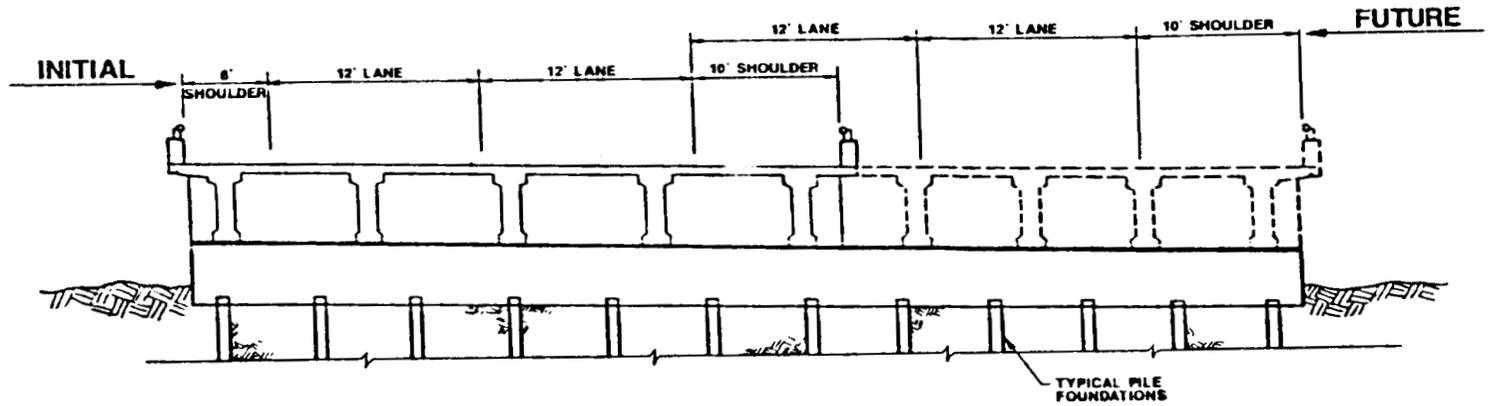
*[Signature]*  
City Clerk

APPROVED AS TO FORM:

*[Signature]*  
City Attorney *8/17/88*



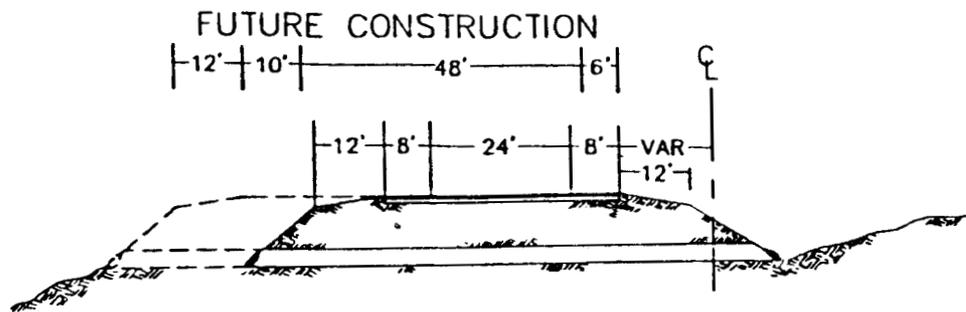
PLAN



ELEVATION

ABUTMENT





## BANNING-LEWIS PARKWAY

(FROM JUST SOUTH OF SH04 TO HIGH PLAINS DRIVE)  
 (AND FROM JUST NORTH OF US24 TO JUST NORTH OF BARNES ROAD)

**Planning Department  
30 S. Nevada, Suite 301  
Colorado Springs, CO 80903**



## **Appendix C** Settlement Agreement

Court: CO El Paso County District Court 4th JD

Judge: Thomas Kelly Kane

Date: 11/19/2004

Case Number: 2001CV566

Case Name: LEWIS, C RANDEL et al vs. CITY OF COLORADO SPRINGS et al

**EFILED Document**  
**CO El Paso County District Court 4th JD**  
**Filing Date: Nov 19 2004 2:35PM MST**  
**Filing ID: 4645507**  
**Review Clerk: Jeanne Golding**

/s/ Judge Thomas Kelly Kane



**GRANTED**

Movant shall serve copies of this ORDER on any pro se parties, pursuant to CRCP 5, and file a certificate of service with the Court within 10 days.

**Thomas K. Kane**  
**District Court Judge**

DATE OF ORDER INDICATED ON ATTACHMENT

DISTRICT COURT, EL PASO COUNTY, COLORADO  
20 East Vermijo Avenue  
Colorado Springs, Colorado 80903

**Plaintiffs:**

C. RANDEL LEWIS AND DAVID S. COHEN, CO-RECEIVERS OF THE POWERS BOULEVARD/DRENNAN ROAD LOCAL IMPROVEMENT DISTRICT 1985-2, a political subdivision of the State of Colorado,

**Defendant:**

THE CITY OF COLORADO SPRINGS, a municipality;  
et al.

△ COURT USE ONLY △

Case No. 99-CV-1944  
Case No. 01-CV-0566

Div. 3

**ORDER AND JUDGMENT**

This matter arose upon the Joint Motion to Approve Settlement Agreement and for Entry of Declaratory Judgment (the "Joint Motion") filed herein by Plaintiffs C. Randel Lewis and David S. Cohen, Co-Receivers of the Powers Boulevard/Drennan Road Local Improvement District 1985-2 ("Receivers"), and Defendants the City of Colorado Springs (the "City"), The Banning-Lewis Ranch Company, LLC as successor in interest to CPH- Banning Lewis Ranch, LLC ("BLRC") and the Estate of Charles H. McAllister ("McAllister").

The Court finds as follows:

1. On February 23, 2001, the Receivers filed their original Complaint for Declaratory Judgment and Related Relief against the City of Colorado Springs, Case No. 01-CV-0566 (the "Annexation Litigation"). On July 12, 2002, the Receivers filed their Amended Complaint in this case, joining additional parties as Defendants in the Annexation Litigation. On October 15, 2003, the Co-Receivers filed their Second Amended Complaint in the Annexation Litigation. Each of the named Defendants was properly served with the Amended Complaint.
2. By Order entered April 5, 2004, the Court consolidated the Annexation Litigation with the Receivership Proceeding for the Powers Boulevard/Drennan Road Local Improvement District 1985-2, Case No. 99-CV-1944.

3. On March 1, 2002, the Receivers recorded a Notice of Lis Pendens against all real property subject to the terms of the Banning –Lewis Ranch Annexation Agreement (the “Annexation Agreement.”), in order to provide notice to any potential purchasers of property subject to the Annexation Agreement of the pendency of the Annexation Litigation.

4. The following Defendants have disclaimed any further interest in this case:

Frank A. Aries  
Cherokee Metropolitan District  
Colorado Department of Transportation  
Board of County Commissioners of El Paso County  
KVI Colorado Corporation  
MGF Acquisition Corp.  
Options Investment Corporation  
United States Olympic Committee

Their disclaimers have been previously filed with this Court.

5. The following Defendants were properly served with Plaintiff’s Amended Complaint, or waived service of the Amended Complaint:

A. E. Barnes, LLC  
Colorado Centre J.V.  
Falcon Trucking Company  
Frank R. Krejci  
Raymond and Dorothy Powers  
Springs Company  
Tucson/Colorado Associates  
Venwest Development Limited Partnership I  
Worlco, Inc.  
Aries Properties, Inc., a dissolved Colorado corporation  
Banning Lewis Ranch Planning Association, a dissolved Colorado corporation

(the "Defaulting Defendants"). Each of the Defaulting Defendants has failed to timely file an Answer or otherwise respond to the Amended Complaint. The Receivers filed a Motion for Entry of Default against these Defaulting Defendants on August 1, 2003 (the “Default Motion”). The Court has not previously ruled on the Default Motion. Despite their defaults, Raymond and Dorothy Powers and Colorado Centre J.V. have remained somewhat active in the Annexation Litigation.

6. The following parties have filed Answers to the Amended Complaint:

City of Colorado Springs  
Estate of C.H. McAllister, as successor in interest to Randle W. Case

Colorado Centre Metropolitan District  
Colorado Springs Land Associates  
CPH-Banning Lewis Ranch, LLC  
Cygnet Land, LLC  
K.P. Investment Group, L.P.  
M. Diane Koken, Pennsylvania Insurance Commissioner  
609 Plus Associates, Ltd.  
Aries Properties, Inc. ("New Aries")  
Banning Lewis Ranch Planning Association, Inc. (the "New Association")

(the "Active Defendants"). Each of the Active Defendants has either signed the Settlement Agreement, has failed to object to the terms of the Settlement Agreement, or has failed to file an opposition to the Joint Motion.

7. Since the commencement of the Annexation Litigation, the following property owners have transferred title to their properties to third parties identified below (the "Transferees"):

- a. Frank A. Aries transferred title to all his property to Golden Gate Apartments, Ltd., L.P..
- b. CPH Banning-Lewis Ranch, LLC transferred title to a portion of its property to the Colorado Department of Transportation, and the balance of its property to BLRC;
- c. Springs Company transferred title to a portion of its property to the Colorado Department of Transportation, and the balance of its property to Church for All Nations, Inc.;
- d. Cygnet Land, LLC transferred title to a portion of its property to Colorado Department of Transportation
- e. Randle W. Case transferred title to all of his property to the Estate of C.H. McAllister
- f. Raymond Powers and Dorothy Powers transferred title to all of their property to the Raymond L. Powers and Dorothy M. Powers Irrevocable Trust
- g. Worlco, Inc., through its liquidator, transferred title to all of its property to the Pennsylvania Insurance Commissioner, as Statutory Liquidator for World Live and Health Insurance Company of Pennsylvania, in Liquidation
- h. The City of Colorado Springs transferred a portion of its property to the Colorado Department of Transportation;

- i. Colorado Springs Land Associates transferred a portion of its property to the Colorado Department of Transportation

At its request, The Banning-Lewis Ranch Company, LLC is hereby joined as a party defendant to this litigation as the successor in interest to defendant CPH-Banning Lewis Ranch, LLC. Each of the Transferees was already a party to the Annexation Litigation, has been joined as a party to the Annexation Litigation, has signed the Settlement Agreement, and/or has both actual and constructive knowledge of the Annexation Litigation and therefore took title to its property subject to the claims and defenses asserted in the Annexation Litigation.

8. The Court has considered its subject matter and personal jurisdiction and finds jurisdiction to be present and proper. Venue has been considered and is proper.

9. Certain of the parties to the Annexation Litigation have entered into a Settlement Agreement resolving the issues raised in the Annexation Litigation. The Receivers have provided all other Defendants and Transferees with a copy of the Settlement Agreement, and have provided them with the opportunity to sign it. In addition, each Defendant and Transferee has been served with a copy of the Joint Motion. No objections to the Joint Motion were filed with the Court.

10. As of the date of this Order, the following Defendants and Transferees have signed the Settlement Agreement:

- a. City of Colorado Springs
- b. CPH Banning Lewis Ranch, LLC
- c. BLRC
- d. Estate of C.H. McAllister
- e. A.E. Barnes, LLC
- f. Colorado Centre Metropolitan District
- g. The Raymond L. Powers and Dorothy M. Powers Irrevocable Trust
- h. 609 Plus Associates, Ltd.
- i. MGF Acquisition Corp.
- j. K. P. Investment Group, L.P.
- k. M. Diane Koken, Pennsylvania Insurance Commissioner
- l. Board of County Commissioners of El Paso County

11. Pending before the Court are claims for declaratory judgment filed by various parties to the litigation seeking a declaration of the parties' respective rights and obligations under the Annexation Agreement. Certain parties have filed the Joint Motion seeking entry of a declaratory judgment on these claims, declaring rights and obligations under the Annexation Agreement to be in conformance with the terms of the Settlement Agreement.

12. The Court has considered the Joint Motion, the terms of the Settlement Agreement, the representations of counsel for those parties who have signed the Settlement Agreement, the objections and representations of counsel for any parties objecting to the Settlement Agreement, applicable authorities, and the file of this Court. All objections to the Settlement Agreement are hereby overruled.

The Court orders as follows:

- A. The Joint Motion is granted and the Settlement Agreement is approved. Its terms are incorporated by this reference and made an order and judgment of this Court. The Settlement Agreement is attached hereto as **Exhibit 1**.
- B. By this Order and Judgment, the Court declares the rights and obligations of the Receivers, each Defendant, and each Transferee, regardless of whether each such party has executed the Settlement Agreement, and their successors and assignees, under the Annexation Agreement to be as stated in the Settlement Agreement.
- C. The Court finds and concludes that the Annexation Agreement is valid and binding. Except to the extent clarified by the terms of the Settlement Agreement, the Annexation Agreement remains in full force and effect and is binding on all parties, their successors and assigns.
- D. All claims and counterclaims asserted by any party in the Annexation Litigation, and any comparable claims for relief asserted by the Receivers in the Receivership Proceeding, except as such claims are expressly preserved by the terms of the Settlement Agreement, are hereby dismissed, with prejudice, each party to pay its own fees and costs.
- E. The Receivers are directed to promptly record a certified copy of this Order and Judgment in the real property records of El Paso County. The terms of the Settlement Agreement, and this Order and Judgment, shall run with the land set forth on Exhibit A to the Settlement Agreement, to the same extent that the Annexation Agreement runs with the land, and shall be binding on all parties to the Annexation Litigation, all Transferees, and their successors and assigns.
- F. There being no just reason for delay, this Order and Judgment is made final pursuant to C.R.C.P. 54(b).
- G. The consolidation of the Annexation Litigation with the Receivership Proceeding is hereby terminated, final judgment having been entered in the Annexation Litigation.

Dated this \_\_\_\_ day of October, 2004.

By the Court:

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Thomas Kelly Kane  
District Court Judge

DISTRICT COURT, EL PASO COUNTY, COLORADO  
20 East Vermijo Avenue  
Colorado Springs, Colorado 80903

**EFILED Document**  
**CO El Paso County District Court 4th JD**  
**Filing Date: Sep 22 2004 2:56PM MDT**  
**Filing ID: 4256926**  
**Review Clerk: Donna Maes**

**Plaintiffs:**

C. RANDEL LEWIS AND DAVID S. COHEN, CO-RECEIVERS OF THE POWERS BOULEVARD/DRENNAN ROAD LOCAL IMPROVEMENT DISTRICT 1985-2, a political subdivision of the State of Colorado,

**Defendant:**

THE CITY OF COLORADO SPRINGS, a municipality.

Attorneys for C. Randel Lewis and David S. Cohen,  
Co-Receivers:

(1) Caroline C. Fuller, #14403  
(2) John M. Tanner, #16233  
FAIRFIELD AND WOODS, P.C.  
Wells Fargo Center, Suite 2400  
1700 Lincoln Street  
Denver, Colorado 80203-4524  
Phone Number: (303) 830-2400  
Fax Number: (303) 830-1033  
E-mail: [cfuller@fwlaw.com](mailto:cfuller@fwlaw.com); [jtanner@fwlaw.com](mailto:jtanner@fwlaw.com)

▲ COURT USE ONLY ▲

Case No. 99-CV-1944  
Case No. 01-CV-0566

Div. 3

**RECEIVERS' MOTION FOR AUTHORITY TO ENTER INTO SETTLEMENT AGREEMENT**

C. Randel Lewis and David S. Cohen, the Court-appointed Co-Receivers in this action (the "Receivers"), by their counsel, Fairfield and Woods, P.C., seek authority to enter into a Settlement Agreement resolving the Annexation Litigation. A related motion, seeking approval of the Settlement Agreement and entry of an order making it binding on all parties to the Annexation Litigation, will be filed in the near future.

1. On February 23, 2001, the Receivers filed their original Complaint for Declaratory Judgment and Related Relief against the City of Colorado Springs, Case No. 01-CV-0566 (the "Annexation Litigation"). On July 12, 2002, the Receivers filed their

Amended Complaint, joining additional parties as Defendants in the Annexation Litigation. On October 15, 2003, the Co-Receivers filed their Second Amended Complaint in the Annexation Litigation.

2. As the Receivers reported to this Court in their Petition for Instructions, filed on or about September 18, 2000, from the Receivers' perspective, the Annexation Agreement created several significant obstacles to the sale or development of the Receivership Property: They commenced the Annexation Litigation in an effort to resolve those obstacles.

3. The Receivers approached their negotiation of the Settlement Agreement with several goals in mind:

- a. To terminate further arguments that the Annexation Agreement imposed joint and several liability on the Property Owners for shared infrastructure costs, and that the first Property Owner to develop property within the annexed area could be held responsible for the full costs of all off-site infrastructure development required by the Annexation Agreement. This potential joint and several liability for shared infrastructure significantly chilled interest in purchase of the Receivership Property.
- b. The Receivers sought to eliminate any risk that the dissolved Banning Lewis Ranch Planning Association could be revived and exert power over the Receivership Property. While the Annexation Agreement gave the Planning Association power over all annexed property, the Declarations of the Planning Association excluded the Receivership Property. Thus, an owner of the Receivership Property faced the risk that those in control of a revived Planning Association could dictate the development of the Receivership Property, without any voice from, or accountability to, the owner of the Receivership Property.
- c. Finally, to the extent that off-site development costs remain the responsibility of a purchaser of the Receivership Property, the Co-Receivers hoped to make the quantification and allocation of those costs as simple as possible, by delegating the responsibility for such quantification and allocation to the City of Colorado Springs, which routinely handles such matters.

4. The Receivers, and certain other key parties, have entered into a Settlement Agreement resolving the issues raised in the Annexation Litigation. A copy of the Settlement Agreement is attached as **Exhibit 1**. Each of the Receivers' goals has been achieved in the Settlement Agreement.

5. The Settlement Agreement contains the following key terms:

- a. The Settlement Agreement clarifies that the Annexation Agreement does not impose joint and several liability on the property owners whose property is subject to the terms of the Annexation Agreement (“the Property Owners”) for all infrastructure development. Rather, each Property Owner is responsible for the on-site development costs related to its proposed development of its own property. In addition, the Property Owners are liable for only their share of certain Shared Infrastructure costs applicable to the entire annexed property.
- b. To the extent that development is not governed by special districts, the City will determine both what items of infrastructure are considered Shared Infrastructure, and the allocation of those costs among the Property Owners. The first Property Owner whose development triggers the need for such Shared Infrastructure will be entitled to cost recovery from other benefited Property Owners in accordance with this allocation of costs.
- c. The Banning Lewis Ranch Planning Association will have no authority or control over the Receivership Property. Rather, the City will perform the functions originally delegated to the Planning Association, including review of all development plans, allocation of infrastructure costs, administration of cost recovery agreements, and administration of the Banning Lewis Ranch Improvement Fund, created under the Annexation Agreement.
- d. The Annexation Agreement is clarified to require the completion of the Jimmy Camp Creek Drainage Basin Study as a condition to development within that Basin only, and not as a condition to development of any other property subject to the Annexation Agreement.
- e. The City shall have no obligation to incur any Extraordinary Costs in providing the Shared Infrastructure cost allocation functions provided for in the Settlement Agreement. For example, the City shall have no obligation to prepare preliminary engineering cost studies in order to determine the proper cost allocation; rather, the Property Owner whose development plan triggers the need for such studies will either prepare them itself, or will pay the City in advance for the City’s costs in doing so. The Property Owner paying for such studies will be entitled to reimbursement from other Property Owners benefiting from such studies, in accordance with the allocation of costs and cost recovery provided for in the Agreement. In addition, the City shall not be deemed to have incurred any obligation to construct infrastructure or improvements, or to provide services, other than those expressly set forth in the Annexation Agreement, the Settlement Agreement, or applicable ordinances.

6. The Settlement Agreement represents the products of months of negotiation among the Receivers and the largest Active Defendants in the Annexation

Litigation. The Settlement Agreement requires that its provisions be made binding on all parties named therein, including all Property Owners subject to the terms of the Annexation Agreement, and all transferees of Property Owners, and all successors and assigns, whether or not those Parties have affirmatively signed the Settlement Agreement. A separate motion seeking approval of the Settlement Agreement, and entry of an order making it binding on all Parties, including Property Owners, and all successors and assigns, will be filed in the near future. By this Motion, the Receivers merely seek Court approval of their execution of the Settlement Agreement.

7. The Co-Receivers believe that the Settlement Agreement is in the best interests of the Receivership Estate. Most fundamentally, the Receivers believe that implementation of the Settlement Agreement renders the Receivership Property marketable. The Receivers anticipate that sale of the Receivership Property will generate sufficient proceeds to satisfy all costs of administration of this receivership estate, and to pay all outstanding Bonds in full, with interest. Thus, the Receivers will have fulfilled their Court-ordered obligations, and this receivership proceeding may be closed shortly thereafter.

8. The alternative to the Receivers to the Settlement Agreement is continued litigation. The Receivers believe that the settlement of the Annexation Litigation presented by the Settlement Agreement is preferable to continued litigation, for at least the following reasons:

- a. The Settlement Agreement achieves the primary goals of the Receivers in commencing the Annexation Litigation. The primary goals of the Receivers in commencing the Annexation Litigation were to terminate the joint and several liability arguably imposed on the Receivership Property by the Annexation Agreement, and to clarify the procedures to be followed in any future development of the Receivership Property. The Settlement Agreement accomplishes each of these primary goals. Upon Court approval of the Settlement Agreement, and a determination by the Court that its provisions are binding on the Property Owners and other interested parties, the Receivers believe that the Receivership Property will become marketable.
- b. Further litigation would be expensive and time-consuming. The issues raised in the litigation are novel and complex, and have far-reaching implications. One of the forms of relief requested by the Receivers is the right to reject the Annexation Agreement as an executory contract which unduly burdens the receivership estate. The outcome of such litigation could have far-reaching implications on future development, within the City and the state.

Until the issues raised in the litigation have been finally resolved, it would be impossible for the Receivers to consummate a sale of the Receivership Property, or to make payment to the bondholders. Interest on the

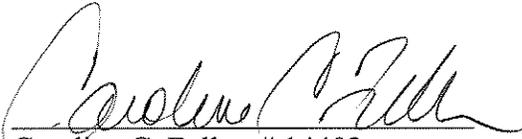
outstanding Bonds would continue to accrue, at a rate of approximately \$300,000 per year, until final resolution of the litigation. While trial of the Annexation Litigation was imminent when the Settlement Agreement was reached, the prospect of subsequent appeals made final resolution of the issues in a timely fashion uncertain. The Receivers have no assurance that the value of the Receivership Property would appreciate in a comparable amount over this extended time period.

- c. The outcome of the litigation is uncertain. While the Receivers believe strongly in the merits of their claims, the Active Defendants have raised defenses to each. The receivership estate has no certainty that it would prevail on any or all of the claims asserted. In addition, the receivership estate faces the risk that the Court would impose terms and conditions that would leave uncertainty in the development process and, accordingly, render the Receivership Property less marketable. Thus, the Settlement Agreement provides needed certainty regarding the remaining obligations under the Annexation Agreement.

For the foregoing reasons, the Receivers seek authority for their execution of the Settlement Agreement, and such other and further relief as the Court deems just and proper.

Dated this 22<sup>nd</sup> day of September, 2004.

FAIRFIELD AND WOODS, P.C.

  
Caroline C. Fuller, # 14403

## AGREEMENT

This Agreement is entered into as of the \_\_\_\_ day of September, 2004, by and among the City of Colorado Springs (the "City"); C. Randel Lewis and David S. Cohen (the "Co- Receivers") in their capacities as Co-Receivers of the Powers Boulevard/Drennan Road Local Improvement District 1985-2 (the "District"); and A E - Barnes LLC; Golden Gate Apartments Ltd. LP, as successor to Frank A. Aries; The Estate of C.H. McAllister; Cherokee Water and Sanitation District; Colorado Centre, J.V.; Colorado Department of Transportation; The Banning Lewis Ranch Company, LLC ("BLRC"); Cygnet Land LLC; Board of County Commissioners of El Paso County; Falcon Trucking Company; Frank R. Krejci; KVI Colorado Corporation; MGF Acquisition Corp.; Options Investment Corporation; The Raymond L. Powers and Dorothy M. Powers Revocable Trust; 609 Plus Associates, Ltd.; Church for all Nations Inc.; Tucson/Colorado Associates; US Olympic Committee; Venwest Development Limited Partnership I; M. Diane Koken, Insurance Commissioner of the Commonwealth of Pennsylvania, in her capacity as Statutory Liquidator of World Life and Health Insurance Company of Pennsylvania; Colorado Springs Land Associates; K.P. Investment Group, L.P., by and through liquidating trustee, Stephen Phillips; and Colorado Centre Metropolitan District (collectively, the "Property Owners"), and CPH Banning Lewis Ranch LLC ("CPH"), Aries Properties, Inc. and Banning Lewis Ranch Planning Association, Inc. (the "Other Parties") (the City, the Co- Receivers, the Property Owners and the Other Parties will be referred to collectively as the "Parties").

## RECITALS

A. By order of the District Court, El Paso County, in Case No. 99-CV-1944, the Co- Receivers were appointed as the receivers for approximately 700 acres located within the District (the "Receivership Property"), which is located within the larger parcel described on Exhibit A.

B. The Receivership Property (together with other property located within the District's boundaries) was annexed to the City pursuant to an Annexation Agreement dated as of September 23, 1988, between the City and the Property Owners or their predecessors-in-interest, which Agreement was recorded in the records of the El Paso County Clerk and Recorder on September 23, 1988, at Reception No. 01749337, Book 5557, Page 405 (the "Annexation Agreement"). The Annexation Agreement annexed into the City approximately 24,311 acres known generally as the Banning Lewis Ranch, which property is more particularly described on Exhibit A. The Property Owners are the current owners of all property annexed to the City of Colorado Springs through the Annexation Agreement.

C. The Co-Receivers commenced a declaratory judgment action against the City in the District Court, El Paso County, Case No. 01-CV-0566 (the "Declaratory Judgment Action") on February 23, 2001. The Property Owners and Other Parties were subsequently joined as additional defendants in the Declaratory Judgment Action.

D. The Property Owners and City agree that certain clarifications of the Annexation Agreement are appropriate to address the issues raised in the Declaratory Judgment Action. This Agreement sets forth the agreement of the Parties to fully and amicably resolve the Declaratory Judgment Action and to clarify and interpret certain provisions of the Annexation Agreement.

EXHIBIT

1

This Agreement is subject to approval by the District Court and such further documentation as the Parties deem necessary to effectuate this Agreement.

## AGREEMENT

The Parties now agree as follows:

1. Principles Underlying this Settlement. It is the intent of this Agreement to clarify and interpret certain provisions of the Annexation Agreement without amending the Annexation Agreement, and without affecting its underlying intent and purpose. Except as expressly provided for herein, none of the Parties is intending to give up (and is not relinquishing) any rights or benefits granted under the Annexation Agreement, and this Agreement shall not be interpreted as such. The Parties agree that a consensual resolution negotiated by the Parties that addresses the goals of each Party is desirable. It is in the best interests of the Parties, including the bondholders and stakeholders of the District and the beneficiaries of the receivership proceedings, to avoid unnecessary risks and achieve a consensual resolution of all issues raised in the Declaratory Judgment Action.

2. Clarification of Term "Annexor." The term "Annexor" is defined in the Annexation Agreement to include the owner of each property annexed to the City by the Annexation Agreement, collectively. The Parties recognize that this definition has been interpreted in the past, and might be interpreted in the future, to impose joint and several liability on each Property Owner to perform all obligations imposed on the Annexor under the Annexation Agreement. The Parties agree that the definition of the term "Annexor" was not intended to, and shall not, impose such joint and several liability on each Property Owner for all obligations attributed to the Annexor under the Annexation Agreement. To the extent any obligations, including, but not limited to, impact fees, under the Annexation Agreement have been, or are, imposed in such a joint and several manner, the affected Property Owner(s) shall be entitled to contribution from the other Property Owners such that each Property Owner pays its equitable and proportional share in accordance with Paragraph 4 below. This provision is not intended to affect recovery by any Property Owner that has made annual deficit payments under Article XI(F) of the Annexation Agreement from pursuing recovery of those deficit payments from the Urban Service Extension Fee account under Article XI(F) and (I). Such account shall be administered by the City in the same manner as provided in Paragraph 6 below as to the Banning Lewis Ranch Improvement Fund.

3. Clarification of Responsibility for Development Costs.

- a. On-Site Development. All on-site development costs and obligations required under the Annexation Agreement or under the ordinances and policies of the City related to each Property Owner's proposed development of its property (the "On-Site Development"), as opposed to Shared Infrastructure, as defined below, shall be the obligation of such Property Owner. Each Property Owner may develop its property in such manner as it chooses in accordance with applicable law, and shall be responsible for its On-Site Development costs and obligations as evidenced in a development plan approved by the City.
- b. Shared Infrastructure Costs. The Parties agree that certain infrastructure, public improvements, oversizing and similar obligations required to be constructed under the Annexation Agreement, including, without limitation, water, sewer and

electric improvements (the "Shared Infrastructure") benefit each Property Owner. As a result, each Property Owner shall bear its proportionate share of the costs of completion of Shared Infrastructure obligations as specified in Paragraph 4 below. The City shall be responsible for determining the Shared Infrastructure and the appropriate allocation of Shared Infrastructure costs to each Property Owner and shall implement the cost recovery procedure in accordance with Paragraph 4 below.

- c. Jimmy Camp Creek Drainage Basin Study. The Parties agree that the intent of Article IV(A) of the Annexation Agreement is that the completion of the Jimmy Camp Creek Drainage Basin Planning Study and approval thereof by the City Council must occur prior to any platting within the Jimmy Camp Creek Drainage Basin only, and not any other portions of the property annexed pursuant to the Annexation Agreement.

4. Special Districts and Cost Recovery. The Parties recognize that Article XVII of the Annexation Agreement contemplates the formation of one or more special districts to provide funding for Shared Infrastructure development. To the extent that the cost of Shared Infrastructure development is not funded through the use of special districts, the City shall require all Property Owners benefiting from the construction of such Shared Infrastructure to reimburse each Property Owner incurring the costs of such Shared Infrastructure (the "Constructing Property Owner") pursuant to an equitable reimbursement and cost recovery agreement providing for repayment to such Constructing Property Owner at the time of final platting by the benefited Property Owner. The City also shall provide for the reimbursement to any Constructing Property Owner for such Shared Infrastructure development benefiting other Property Owners out of the Banning Lewis Ranch Improvement Fund (defined below), but only to the extent that monies are available in that fund, or by credit against other fees paid or payable by the Constructing Property Owner under the Annexation Agreement; or by any other economically equivalent cost recovery method effected in accordance with City ordinances and policies. With respect to the Property subject to the Annexation Agreement, the City agrees not to adopt ordinances and policies or interpret or implement existing or future ordinances or policies in a manner that would adversely affect such cost recovery or reimbursement procedures. The cost recovery procedure specified herein shall be applicable to all Shared Infrastructure required by the City under the Annexation Agreement notwithstanding any limitations or conflicts under City ordinances and policies.

5. Planning Association. The Parties recognize that Article XIX(O) of the Annexation Agreement provides that the City shall use its best efforts to determine that the Banning Lewis Ranch Planning Association (the "Planning Association"), or a similar entity, reviews all platting, site development plans, concept plans and building permits before their submittal to the City (referred to herein as the "Planning Association Review Function"). The Parties clarify that the City shall directly review all platting, site development plans, concept plans and building permits without submittal to the Planning Association. Notwithstanding the foregoing, BLRC, at its sole option, may seek and cause the reinstatement of the Planning Association, whereupon the reinstated Planning Association may perform the Planning Association Review Function under the Annexation Agreement, as to all or a portion of the property currently owned by BLRC.

6. Banning Lewis Ranch Improvement Fund. The Parties acknowledge and confirm that the City shall directly administer the Banning Lewis Ranch Improvement Fund as the entity

designated in lieu of the Planning Association, shall receive the fees to be paid under the Annexation Agreement and will be responsible for cost recovery and expense reimbursements as contemplated by the Banning Lewis Ranch Improvement Fund to be established under Article XIX(A) of the Annexation Agreement and under Paragraph 4 above. The City shall be responsible for establishing and administering the Banning Lewis Ranch Improvement Fund in a segregated trust account, held separate and apart from the City's General Fund, with all funds therein reserved solely for the Banning Lewis Ranch for the purposes defined in the Annexation Agreement. The Parties agree to designate the City as the entity responsible for (i) allocation of development costs among Property Owners, (ii) implementation of reimbursement and cost recovery in accordance with Paragraph 4 above, (iii) the collection of all service and impact fees required by the Annexation Agreement, and (iv) for the segregation and preservation in, and proper disbursements from the Banning Lewis Ranch Improvement Fund of all fees, assessments, and other charges imposed by, and collected under, the Annexation Agreement to fund Shared Infrastructure development contemplated by the Annexation Agreement.

7. Extraordinary Costs; Nonliability of City. It is not contemplated that the City shall incur, and the City shall have no obligation to incur, any costs not ordinarily incurred by the City, nor compensated to the City through the City's development fees, in providing the Shared Infrastructure cost allocation functions set forth in Paragraphs 3b, 4, and 6 hereof ("Extraordinary Costs"). For example, the City shall have no obligation to incur Extraordinary Costs in preparing preliminary engineering cost studies required for purposes of determining the allocation of Shared Infrastructure costs. Rather, the Property Owner whose development plan triggers the need for such preliminary engineering cost studies shall prepare such studies or alternatively pay for the City's actual, direct and reasonable out of pocket cost of such studies, subject to reimbursement in accordance with Paragraph 4 hereof. Additionally, the Parties agree that the City shall not be deemed to have incurred any liabilities or obligations to construct infrastructure or improvements or to provide services other than as expressly set forth in this Agreement, the Annexation Agreement or under applicable ordinances.

8. Amendment. The parties agree that Section XIX(J) of the Annexation Agreement shall be interpreted to not require the consent of Aries Properties Inc. or, unless BLRC revives the Planning Association, the Planning Association to amend the Annexation Agreement. Any amendment to the Annexation Agreement must be approved in writing by the City and by such Property Owners affected by the amendment.

9. Ratification. Except as clarified in the foregoing paragraphs, the terms of the Annexation Agreement are hereby ratified and reaffirmed by the Parties and remain unmodified and in full force and effect.

10. Binding Effect. This Agreement shall be binding upon all Parties that have executed this Agreement. In the event this Agreement is not executed by all of the Parties hereto, but has been executed by the City, the Co-Receivers, BLRC and CPH, then the Co-Receivers agree to submit this Agreement for approval to the District Court. The terms of this Agreement shall not be binding on Parties not signatories hereto until this Agreement has been approved by the District Court. Upon the receipt of such approval, this Agreement shall be in full force and effect and binding on all of the Parties.

11. Recordation. The Parties agree that, upon final approval by the District Court, this Agreement shall be recorded in the real estate records of the El Paso County Clerk and Recorder,

and shall constitute covenants running with the land and be binding upon all Parties and all successors, assigns and subsequent purchasers and successors in title.

12. Additional Documentation. Upon receipt of District Court approval, the Parties agree to execute such additional reasonable documentation as BLRC, the City and the Co-Receivers may reasonably request to effectuate and implement the terms and conditions of this Agreement. Upon receipt of such approval, the Parties will jointly seek: (i) the addition of BLRC as a party to the Declaratory Judgment Action; (ii) the entry of a declaratory judgment in the Declaratory Judgment Action that reflects the terms of this Agreement; and (iii) the dismissal with prejudice of all remaining claims, counterclaims, and cross-claims asserted in the Declaratory Judgment Action. Dismissal will be without prejudice to any of the Parties' ability to enforce the Annexation Agreement (as interpreted in this Agreement), this Agreement, and any rights of reimbursement they may hold under the Annexation Agreement. Upon entry of such judgment, BLRC shall seek (or cause CPH to seek) the dismissal with prejudice of State of Colorado Court of Appeals Case No. 04CA816, *CPH Banning-Lewis Ranch, LLC v. Board of County Commissioners of El Paso County, Colorado, et. al.*

13. Ownership of Property. Each Property Owner represents and warrants that it is currently the owner of property subject to the Annexation Agreement, and has not transferred or conveyed any fee interest in such property to any party not also a Party to this Agreement.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of all Parties, their heirs, successors and assigns. As used in this Agreement and any subsequent documentation evidencing the agreements set forth herein, "Property Owners" shall include all successors and assigns of each Property Owner and all purchasers of any property subject to the provisions of the Annexation Agreement.

15. Entire Agreement. This Agreement, with respect to the specific subject matter hereof, constitutes the entire agreement among the Parties and may not be amended without a written agreement consented to by the Parties.

16. Situs and Interpretation. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. The Parties and their respective counsel have reviewed and approved this Agreement. Accordingly, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

17. Validity of Agreement. It is understood and agreed to by the Parties that if any part, term or provision of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and this Agreement shall be interpreted as if it did not contain the particular part, term, or provision held to be invalid.

18. Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute a single agreement. This Agreement may be signed by facsimile signature, which shall have the effectiveness of an original signature.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the day and year first above written.

**CITY:**

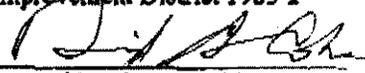
**CITY OF COLORADO SPRINGS, a  
home rule city and municipal corporation of  
the State of Colorado**

By: \_\_\_\_\_

Lorne Kramer  
Title: City Manager

**CO-RECEIVERS:**

**C. RANDEL LEWIS or DAVID S.  
COHEN, in their capacities as Co-Receivers  
of the Powers Boulevard/Drennan Road  
Local Improvement District 1985-2**

By: 

C. Randel Lewis or David S. Cohen

Title: Co-receiver

SEP-13-04 08:57AM FROM-MULLIKEN WEINER

719 635-8708

T-785 P.002/002 F-370

**PROPERTY OWNERS:**

\_\_\_\_\_  
Frank Aries

THE ESTATE OF C.H. MCALLISTER, by  
and through its personal representative

M.D. McAllister  
M.D. McAllister

CHEROKEE METROPOLITAN  
DISTRICT, a quasi-municipal corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

COLORADO CENTRE J.V., an Arizona  
general partnership

By: \_\_\_\_\_  
Title: \_\_\_\_\_

COLORADO CENTRE METROPOLITAN  
DISTRICT, a quasi-municipal corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

COLORADO DEPARTMENT OF  
TRANSPORTATION

By: \_\_\_\_\_  
Title: \_\_\_\_\_

COLORADO SPRINGS LAND  
ASSOCIATES, a New York general  
partnership

By: \_\_\_\_\_  
Title: \_\_\_\_\_

THE BANNING LEWIS RANCH  
COMPANY, LLC, a Delaware limited  
liability company

By: Makar Properties, LLC, Co-Managing  
Member

By: \_\_\_\_\_  
Title: \_\_\_\_\_

CYGNET LAND, LLC, a Colorado limited  
liability company

By: \_\_\_\_\_  
Title: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, a political  
subdivision

By: \_\_\_\_\_  
Title: \_\_\_\_\_

FALCON TRUCKING COMPANY, a  
Michigan corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

K.P. INVESTMENT GROUP, L.P., a  
Pennsylvania limited partnership, by and  
through liquidating trustee, Stephen Phillips

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**PROPERTY OWNERS:**

\_\_\_\_\_  
Frank Aries

THE ESTATE OF C.H. MCALLISTER, by  
and through its personal representative

\_\_\_\_\_  
M.D. McAllister

CHEROKEE METROPOLITAN  
DISTRICT, a quasi-municipal corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

COLORADO CENTRE J.V., an Arizona  
general partnership

By: \_\_\_\_\_  
Title: \_\_\_\_\_

COLORADO CENTRE METROPOLITAN  
DISTRICT, a quasi-municipal corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

COLORADO DEPARTMENT OF  
TRANSPORTATION

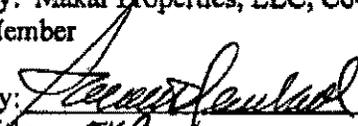
By: \_\_\_\_\_  
Title: \_\_\_\_\_

COLORADO SPRINGS LAND  
ASSOCIATES, a New York general  
partnership

By: \_\_\_\_\_  
Title: \_\_\_\_\_

THE BANNING LEWIS RANCH  
COMPANY, LLC, a Delaware limited  
liability company

By: Makar Properties, LLC, Co-Managing  
Member

By:   
Title: EVP

CYGNET LAND, LLC, a Colorado limited  
liability company

By: \_\_\_\_\_  
Title: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, a political  
subdivision

By: \_\_\_\_\_  
Title: \_\_\_\_\_

FALCON TRUCKING COMPANY, a  
Michigan corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

K.P. INVESTMENT GROUP, L.P., a  
Pennsylvania limited partnership, by and  
through liquidating trustee, Stephen Phillips

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Frank R. Krejci

KVI COLORADO CORPORATION, a  
Colorado corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

MGF ACQUISITION CORP., a North  
Carolina corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

OPTIONS INVESTMENT  
CORPORATION, a Colorado corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

The Raymond L. Powers and Dorothy M.  
Powers Revocable Trust

\_\_\_\_\_  
Raymond Powers, as Trustee

\_\_\_\_\_  
Dorothy Powers, as Trustee

CHURCH FOR ALL NATIONS INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

TUCSON/COLORADO ASSOCIATES, an  
Arizona limited partnership

By: \_\_\_\_\_  
Title: \_\_\_\_\_

UNITED STATES OLYMPIC  
COMMITTEE

By: \_\_\_\_\_  
Title: \_\_\_\_\_

VENWEST DEVELOPMENT LIMITED  
PARTNERSHIP I, an Arizona limited  
partnership

By: \_\_\_\_\_  
Title: \_\_\_\_\_

M. Diane Koken, Insurance Commissioner  
of the Commonwealth of Pennsylvania, in  
her capacity as Statutory Liquidator of  
World Life and Health Insurance Company  
of Pennsylvania

By: \_\_\_\_\_  
Its: \_\_\_\_\_

609 PLUS ASSOCIATES, LTD., a  
Colorado limited partnership

By: \_\_\_\_\_  
Title: \_\_\_\_\_

GOLDEN GATE APARTMENTS LTD. LP

By: \_\_\_\_\_  
Frank A. Aries  
Title: \_\_\_\_\_

OTHER PARTIES:

ARIES PROPERTIES, INC., a Colorado corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

BANNING LEWIS RANCH PLANNING ASSOCIATION, INC., a Colorado for profit corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

CPH BANNING-LEWIS RANCH, LLC, a Delaware limited liability company

By: CPH BLR, LLC, a Delaware limited liability company, Managing Member

By: Capital Pacific Holdings, Inc., a Delaware corporation, Sole Member

By: \_\_\_\_\_  
Its: \_\_\_\_\_

EXHIBIT A  
BANNING LEWIS RANCH

3260712\_8.DOC

## CERTIFICATE OF SERVICE

I hereby certify that on this 22<sup>ND</sup> day of September, 2004, a copy of the foregoing was mailed, postage prepaid, addressed to each of the following:

A.G. Edwards & Sons, Inc.  
Attn: Sheila Harris, Proxy Dept.  
2801 Clark Street  
St. Louis, MO 63103

John N. Franklin  
El Paso County Attorney's Office  
27 East Vermijo Ave.  
Colorado Springs, CO 80903

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Piper Jaffray  
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Denver, CO 80265

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Denver, CO 80231-4265

Kevin Butcher  
Cameron Butcher Company  
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Colorado Springs, CO 80901

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c/o Ann Schott  
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Aurora, CO 80014-4110

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5015 Neal Ranch Road  
Colorado Springs, CO 80906

Carl Breuning  
P.O. Box 232  
Calhan, CO 80808

Lise Wilson  
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Pensacola, FL 32506

Charles F. Walter, Trustee,  
Charles F. Walter Living Trust  
147 Soldier Creek Road  
Sheridan, WY 82801

Marie Engles  
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Aurora, CO 80014

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John W. Sabo, III  
Edwards & Sabo  
128 S. Tejon Street, Suite 310  
Colorado Springs, CO 80903

Daniel Sheffield, Jr.  
24 S. Weber Street, #300  
Colorado Springs, CO 80903

David S. Cohen  
David S. Cohen, P.C.  
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Denver, CO 80220

Duane and Betty Thomas, JT  
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Black Forest, CO 80908-4050

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Colorado Springs, CO 80906

First Union Securities  
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Boulder, CO 80302

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Colorado Springs, CO 80919

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Colorado Springs, CO 80901

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Peachtree City, GA 30269

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Dorsey & Whitney, LLP  
370 17<sup>th</sup> Street, Ste. 4700  
Denver, CO 80202

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Colorado Springs, CO 80906

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Merrill, Anderson, King & Harris, LLC  
20 Boulder Crescent  
Colorado Springs, CO 80903

Rex D. Nash  
2504 Fairmount Street  
Colorado Springs, CO 80909

Richard G. Wood  
Sparks Willson Borges Brandt  
& Johnson, P.C.  
24 South Weber, Suite 400  
Colorado Springs, CO 80903

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Buchanan Ingesoll, P.C.  
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Eleven Penn Center, 14<sup>th</sup> Floor  
Philadelphia, PA 19103

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Fulton Partners Investments  
5350 S. Roslyn Street, Suite 380  
Greenwood Village, CO 80111

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Denver, CO 80231

Gregory Timm  
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Colorado Springs, CO 80903

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Colorado Springs, CO 80909

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Fort Worth, TX 76116-7681

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Andrew R. Klatskin  
Carpenter & Klatskin, P.C.  
518 17<sup>th</sup> Street, Suite 1500  
Denver, CO 80202-4162

James and Esther Shaw  
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Pueblo, CO 81005

S. Kent Karber  
David S. Prince  
Holland & Hart  
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Colorado Springs, CO 80903

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5515 Darien Way  
Colorado Springs, CO 80919

Stephen Hook  
Office of the City Attorney  
P.O. Box 1575 MS 510  
Colorado Springs, CO 80901

James Kreidle  
5205 Lakeshore Dr.  
Littleton, CO 80123-1585

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Gregory M. Boyle, Esq.  
Mulliken Weiner Karsh Berg & Jolivet, P.C.  
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Colorado Springs, CO 80903

Jeffrey R. Wheeler  
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Colorado Springs, CO 80906

Timothy W. Gordon  
Holland & Hart  
P.O. Box 8749  
Denver, CO 80201

Joe and Ann Cagnoni  
615 Southpointe Court, #304  
Colorado Springs, CO 80906

William and Josephine Hinch  
3455 S. Corona Street, #535  
Englewood, CO 80113



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I further certify that prior to September 28, 2004, the foregoing document will be posted on the receivership website ( [www.fwlaw.com/pd](http://www.fwlaw.com/pd). ) and e-mail notice of that posting will be sent to the following persons who have requested to be on the receivership's "E-Mail List" as specified in the Order Establishing Notice Procedure:

[lawrence.pann@rssmb.com](mailto:lawrence.pann@rssmb.com)

[Kathy.A.Kelley@Rbcdain.com](mailto:Kathy.A.Kelley@Rbcdain.com)

[rpgoodman@centurytel.net](mailto:rpgoodman@centurytel.net)

[rodmjj@earthlink.net](mailto:rodmjj@earthlink.net)

[Anderson@trammellcrow.com](mailto:Anderson@trammellcrow.com)

[John@legendretailgroup.com](mailto:John@legendretailgroup.com)

[Marcia.Kyral@WellsFargo.com](mailto:Marcia.Kyral@WellsFargo.com)

[jimirock1041@netzero.net](mailto:jimirock1041@netzero.net)

[MLSlade@msn.com](mailto:MLSlade@msn.com)

[dcunico@26001.pjc.com](mailto:dcunico@26001.pjc.com)

[RNCJBAILEY@aol.com](mailto:RNCJBAILEY@aol.com)

[pulmon@home.com](mailto:pulmon@home.com)

[J\\_Eliot@msn.com](mailto:J_Eliot@msn.com)

[1047q@centurytel.net](mailto:1047q@centurytel.net)

[sulery@dsrlaw.com](mailto:sulery@dsrlaw.com)

[dfoster@dsrlaw.com](mailto:dfoster@dsrlaw.com)



---

**Planning Department  
30 S. Nevada, Suite 301  
Colorado Springs, CO 80903**



## **Appendix D** Annexor Obligations

Obligation	Section	Infrastructure Category	Gross-Roads Acreage	Parcel No.	Owner	Cost	Notes
Pay City's share of any grade separations to accommodate any warranted railroad crossings	III (A) p. 6	Reimbursable	--	--	--	--	No RR-X envisioned...N/A
Banning-Lewis Parkway Right-of-way	III (B) 3 p. 7	Reimbursable	729.16	--	--	\$55,855,114	Acreage north of Drennan Road
Banning Lewis Parkway Construction	III (B) 3 p. 7	Reimbursable	729.16	--	--	\$67,108,174	Construction for the acreage north of Drennan Road
Prepare and submit a study of the Jimmy Camp Creek Drainage Basin	IV (A) p. 15	Reimbursable	--	--	--	\$300,000	
Prepare and submit a restudy of Sand Creek Drainage Basin	IV (B) p. 15	Reimbursable	--	--	--	\$92,500	Finished
Park and Ride Site	VII (D) p. 20	Reimbursable	1.16	268.04	El Paso County	\$88,858	BLRMC granted deed to County for P/R site at this location. County agrees to construct facility.
Dedicate land for two air quality monitoring stations at sites of sufficient size, not to exceed .25 acres	VIII (A) p. 20	Reimbursable	0.25 (2)	--	--	\$38,301	
A sum of money not to exceed \$210,000.00 for the purpose of acquiring property, equipping and constructing eastern radio repeater station	IX (A) p. 21	Reimbursable	--	--	--	\$210,000	
Dedicate land for satellite municipal service center	IX (B) p. 22	Reimbursable	26.82	290.02	Banning Lewis Ranch Management Company	\$2,054,466	
Dedicate land for satellite municipal service center	IX (B) p. 22	Reimbursable	29.03	329.01/329.04	Banning Lewis Ranch Management Company	\$2,223,756	Site also to be used as an Electric Substation
Dedicate land for, construct and equip fire station (PF-F)	IX (C) p. 22	Reimbursable	0.75	293.09	Banning Lewis Ranch Management Company	\$5,389,520	
Dedicate land for, construct and equip fire station (PF-W)	IX (C) p. 22	Reimbursable	9.01	307.04	Banning Lewis Ranch Management Company	\$6,022,252	
Dedicate land for, construct and equip fire station (PF-PF)	IX (C) p. 22	Reimbursable	7.53	342.09	Banning Lewis Ranch Management Company	\$5,908,881	
Dedicate land for, construct and equip fire station (PF-F)	IX (C) p. 22	Reimbursable	1.02	331.11	Banning Lewis Ranch Management Company	\$5,410,202	

Dedicate land for, construct and equip fire station (PF-F)	IX (C) p. 22	Reimbursable	0.85	270.14	Banning Lewis Ranch Management Company	\$5,397,180	
Dedicate land for police substation	IX (D) 1 p. 23	Reimbursable	6.36	274.03	Banning Lewis Ranch Management Company	\$487,189	
Dedicate land for police substation	IX (D) 1 p. 23	Reimbursable	1.73	274.06	Banning Lewis Ranch Management Company	\$132,521	
Dedicate land for police substation	IX (D) 1 p. 23	Reimbursable	7.12	310.10	Banning Lewis Ranch Management Company	\$545,406	
Dedicate land for police substation	IX (D) 1 p. 23	Reimbursable	2.05	347.08	Banning Lewis Ranch Management Company	\$157,034	
Dedicate land for police substation	IX (D) 1 p. 23	Reimbursable	7.53	342.09	Banning Lewis Ranch Management Company	\$576,813	
Dedicate land for the dumping/disposal of CITY street sweeping waste and non-putrescible rubble and trash	X p. 25	Reimbursable	17.99	271.12	Banning Lewis Ranch Management Company	\$1,378,070	
Dedicate land for the dumping/disposal of CITY street sweeping waste and non-putrescible rubble and trash	X p. 25	Reimbursable	9.28	338.12	Colorado Centre Metropolitan District	\$710,867	
Dedicate land for the dumping/disposal of CITY street sweeping waste and non-putrescible rubble and trash	X p. 25	Reimbursable	8.20	338.08	Colorado Centre Metropolitan District	\$628,136	
Provide any and all property not to exceed ten thousand square feet per well site for construction and operation of wells on the property for which there are well applications pending or approved	XIII (E) p. 32-33	Reimbursable	15.64	--	64—Banning Lewis Ranch Management Company 4—Colorado Springs Land Assoc.	\$1,198,055	
Dedicate land for water storage tank	XIII (F) p. 33	Reimbursable	7.93	273.03	Banning Lewis Ranch Management Company	\$607,454	
Dedicate land for water storage tank	XIII (F) p. 33	Reimbursable	8.33	293.07	Church For All Nations Inc.	\$638,095	
			1.59		Banning Lewis Ranch Management Company	\$121,797	
Dedicate land for water storage tank	XIII (F) p. 33	Reimbursable	9.01	307.04	Banning Lewis Ranch Management Company	\$690,184	

Dedicate land for water storage tank	XIII (F) p. 33	Reimbursable	8.02	321.05	Banning Lewis Ranch Management Company	\$614,348	
Dedicate electric service site as shown on the Master Plan	XVI (I) p. 44	Reimbursable	--	329.01/ 329.04	Banning Lewis Ranch Management Company	--	Land cost already accounted for as fire station site
Dedicate electric service site as shown on the Master Plan	XVI (I) p. 44	Reimbursable	23.36	295.02	Banning Lewis Ranch Management Company	\$1,789,423	
Dedicate electric service site as shown on the Master Plan	XVI (I) p. 44	Reimbursable	10.42	301.05	Banning Lewis Ranch Management Company	\$798,193	
Dedicate electric service site as shown on the Master Plan	XVI (I) p. 44	Reimbursable	21.25	309.02	Banning Lewis Ranch Management Company	\$1,677,792	
Dedicate electric service site as shown on the Master Plan	XVI (I) p. 44	Reimbursable	11.51	329.02/ 329.05	Banning Lewis Ranch Management Company	\$881,689	
Dedicate electric service site as shown on the Master Plan	XVI (I) p. 44	Reimbursable	13.59	338.09	Banning Lewis Ranch Management Company	\$1,041,021	
Dedicate electric service site as shown on the Master Plan	XVI (I) p. 44	Reimbursable	11.07	344.02	Banning Lewis Ranch Management Company	\$847,984	

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**Appendix E**  
Wastewater System Infrastructure  
Provided by Colorado Springs Utilities



# **Wastewater System Infrastructure for the Banning-Lewis Ranch and Adjacent Areas**

A summary of the policies establishing the costs and recovery agreements for the proposed wastewater facilities that will serve Banning Lewis Ranch (BLR) and others areas within the Jimmy Camp Creek wastewater service basin is described below.

## **I. REQUIREMENTS**

### **A. Contractual Requirements**

**1. The Banning Lewis Ranch Annexation Agreement** (XIV Wastewater, Page 36) states that *“Annexor is responsible for costs associated with the design, construction and installation of all wastewater facilities to serve the Property,..... including its share of the regional wastewater treatment facility and interceptor.”*

**2. The Wastewater Facilities Participation, Utilization and Service Agreement** between Colorado Springs Utilities (Utilities) and the Banning Lewis Ranch Company, states:

#### III. General Provisions, H. Cost Recovery

*“Despite anything to the contrary, except as detailed in VII. regarding cost recovery in the case of a District, Developer shall be eligible for cost recovery as established by Utilities Rules and Regulations for actual costs expended for: the design and permitting of the Facilities; for the applicable cost and fair market value of easements within Developer’s property that are granted to Utilities for the On-Site Interceptors (valued at the time Developer is required to grant such easements) unless restricted by City or Utilities’ policy and unless such easement will ultimately be also used as a City street, City sidewalk, City crosswalk, or City walking trail; for the applicable cost and fair market value Developer pays for easements outside of Developer’s BLR real property that Developer is required to grant to Utilities for the Off-Site Interceptors; and for construction of Phase I, the On-Site Interceptors, the Off-Site Interceptors, and any Next Phase for which Developer is the Annexor First in Need. Such cost recovery shall be carried out in a manner similar to that detailed in the Annexation Agreement for the case in which facilities are not funded through a special district.”*

*“Annexation Agreement means the Annexation Agreement recorded with the El Paso County Clerk and Recorder on September 23, 1988, in Book 5557 at Page 405 as clarified by that settlement agreement dated September, 2004 addressing issues raised in the declaratory judgment action, Case No. 01-CV-0566.”*

### **B. Colorado Springs Utilities Rules and Regulations (URR’s)**

#### **1. Wastewater Extension Policy**

As per the URR’s, *“A property Owner or developer is responsible for the cost of engineering, construction, and materials for all wastewater system infrastructure and related appurtenances necessary to serve the Premises or development. Utilities will approve the plans and specifications of such facilities and appurtenances and inspect and approve the actual construction prior to connection of such facilities.”*

#### **2. Interim Facilities**

The URR’s provide that the developer is responsible for all costs including interim system costs: *“Interim facilities are those not in conformance with Utilities’ long-range system master plan. If interim or temporary facilities are necessary to serve a proposed development, the property Owner or developer will be responsible for the full cost of the interim and permanent facilities on a non-refundable basis. The nature and timing of necessary interim or permanent facilities is at the*

sole discretion of Utilities. When interim facilities are being utilized, Utilities may approve an Advance Recovery Agreement based on its estimate of the total recoverable cost for the permanent facilities.”

### **3. JCC Wastewater Service Area Pipeline and Liquid Treatment Capacity**

The URR's provide that development is responsible for the costs of pipelines and treatment infrastructure required for development:

*“Development within the JCC Wastewater Service Area must fully fund the initial cost of pipeline capacity and liquid treatment capacity necessary to serve the development as per an annexation agreement. If the necessary capacity is under construction at a developer's expense or has been previously funded by a developer, the proposed development is responsible for its cost share of any outstanding Advance Recovery Agreement or Recovery Agreement under the applicable agreement terms and conditions. If the necessary capacity is not available, the proposed development must pay the cost of constructing additional capacity in the quantity determined by Utilities. All costs advanced by Utilities for participation in such additions will be recoverable as Recovery Agreement Charges for connection to the system at the time such connections are made or as stipulated in the Recovery Agreement.”*

### **4. Wastewater Recovery Agreement Charge**

Consistent with the URR's, any facilities that are developer obligations that Utilities constructs or plans to construct shall be recovered through Recovery Agreements or Advance Recovery Agreements with developers both inside and outside of BLR:

*“A Recovery Agreement charge may be assessed for each connection to a collection line or other facility, where such line or facility is planned or constructed by Utilities or is the subject of a Recovery Agreement between Utilities and the property Owner(s) or developer who constructed such line or facility. Consistent with such agreements, the charge will be in an amount which represents a pro rata share of the cost of construction of the line or facility.”*

JCC Wastewater Service Area Outside City Interceptor and Liquid Treatment Capacity:

*“Within the JCC Wastewater Service Area, a Recovery Agreement Charge may be assessed for each connection to treatment plant capacity or off site pipeline that a property Owner or developer has provided funding for its construction where such existing or planned facility is the subject of a Recovery Agreement between Utilities and the property Owner or developer who funded, or will fund, the construction of such facility. Agreements for recovery of pipeline or liquid treatment costs will include the methodology for establishing recovery of reasonable interest charges. Consistent with such agreements, the charge will be in an amount which represents a pro rata share of the cost of construction of the pipeline or facility. The terms of the specific Recovery Agreement will establish when a property Owner or developer desiring to connect to the system will be responsible to pay the pro rata share, but in all cases it will be collected prior to issuance of a building permit. No credits or refunds will be made for these charges.”*

## **II. RECOVERY AGREEMENTS**

The following costs will be included as a Recovery Agreement Charge for the subject development areas.

### **A. Treatment Plant Costs**

In 2005, a concept design report was completed for the Clear Spring Regional Water Reclamation Facility by Carrollo Engineers. The report detailed costs for the proposed facilities for the build out of the Banning Lewis Ranch.

As per Table 7.1 from the Carrollo report, the cost for the proposed plant at the East Site is \$161,095,000 (in August 2005 dollars).

	Phase	Total Construction Cost (Aug 2005 \$)	% of Total Cost	20% Engineering Fees (Design and CMS)	5% Legal, Administration & Permitting Fees	Total Project Cost* (Aug 2005 \$)	Anticipated Midpoint of Construction	Total Future Project Cost
<b>Alternative 1 3 mgd Initial Capacity</b>	3	\$32,295,000	20%	\$6,459,000	\$1,615,000	\$40,369,000	2009	\$47,306,000
	9	\$33,008,000	21%	\$6,602,000	\$1,650,000	\$41,260,000	2013	\$51,121,000
	18	\$38,613,000	24%	\$7,723,000	\$1,931,000	\$48,267,000	2020	\$73,550,000
	30	\$55,172,000	35%	\$11,034,000	\$2,759,000	\$68,965,000	2035	\$163,726,000
	<b>Total</b>	<b>159,088,000</b>				<b>\$198,861,000</b>		<b>\$335,703,000</b>
<b>Alternative 2 5 mgd Initial Capacity</b>	5	\$38,822,000	27%	\$7,764,000	\$1,941,000	\$48,527,000	2009	\$56,865,000
	10	\$26,243,000	18%	\$5,249,000	\$1,312,000	\$32,804,000	2011	\$38,311,000
	20	\$39,785,000	27%	\$7,957,000	\$1,989,000	\$49,731,000	2018	\$71,430,000
	30	\$41,064,000	28%	\$8,213,000	\$2,053,000	\$51,330,000	2034	\$118,310,000
	<b>Total</b>	<b>145,914,000</b>				<b>\$182,392,000</b>		<b>\$284,916,000</b>
<b>Alternative 3 10 mgd Initial Capacity</b>	10	\$52,397,000	41%	\$10,479,000	\$2,620,000	\$65,496,000	2009	\$76,750,000
	20	\$37,423,000	29%	\$7,485,000	\$1,871,000	\$46,779,000	2018	\$67,190,000
	30	\$39,056,000	30%	\$7,811,000	\$1,953,000	\$48,820,000	2034	\$112,525,000
	<b>Total</b>	<b>128,876,000</b>				<b>\$161,095,000</b>		<b>\$256,465,000</b>

**NOTES:**  
 \* Total Project Costs (plant only) are shown graphically in Figure 7.2, and compared to the other sites in Table 7.4. Total Project Costs (plant only) are shown allocated by entity in Figure 7.4 and in tabular form in Appendix F, Table F-23.  
 The cost estimate herein is based on our perception of current conditions at the project location. This estimate reflects our professional opinion of accurate costs at this time and is subject to change as the project design matures. Carollo Engineers has no control over variances in the cost of labor, materials, equipment, services provided by others, contractor's methods of determining prices, competitive bidding or market conditions, practices or bidding strategies. Carollo Engineers cannot and does not warrant or guarantee that proposals, bids or actual construction costs will not vary from the costs presented herein.  
 Market Contingency: To address market changes a contingency factor has been applied to the estimates for this project. For long-term planning-level estimates, a 5% escalation factor has been applied (Compounded Annually) to approximate mid-point of construction for the initial phase. A 3% factor was applied for all other future phases.

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\* Note that are concept level cost estimates. The final actual costs may vary significantly from these estimates.

As of March, 2007 the first phase of the proposed plant is in design for an 8 mgd treatment facility. Cost estimates will be different from the table listed above and will be updated as the design and construction progresses.

**B. Interceptor (Pipeline) Costs**

As per Table 7.5 from the Carollo report, the cost for the Two Interceptors to the proposed plant at the East Site is \$44,980,000 (in August 2005 dollars).

	Phase	Total Construction Cost (Aug 2005 \$)	ROW Costs	15% Engineering Legal, and Admin Fees	Total Project Cost* (Aug 2005 \$)	Makar Delayed Flow Scenario		All Participants Flow Scenario	
						Anticipated Midpoint of Construction	Total Future Project Cost	Anticipated Midpoint of Construction	Total Future Project Cost
<b>Alternative 1 Single Interceptor</b>	1	\$26,875,000	\$2,647,000	\$4,429,000	\$33,951,000	2009	\$39,785,000	2009	\$39,785,000
	<b>Total</b>				<b>\$33,951,000</b>		<b>\$39,785,000</b>		<b>\$39,785,000</b>
<b>Alternative 2 Two Parallel Interceptors</b>	1	\$17,792,000	\$2,647,000	\$3,066,000	\$23,505,000	2009	\$27,544,000	2009	\$27,544,000
	2	\$17,792,000	\$882,000	\$2,801,000	\$21,475,000	2030	\$43,978,000	2026	\$39,074,000
	<b>Total</b>				<b>\$44,980,000</b>		<b>\$71,522,000</b>		<b>\$66,618,000</b>
<b>Alternative 3 Three Parallel Interceptors</b>	1	\$15,353,000	\$2,647,000	\$2,699,000	\$20,699,000	2009	\$24,256,000	2009	\$24,256,000
	2	\$15,353,000	\$882,000	\$2,436,000	\$18,671,000	2022	\$30,184,000	2018	\$26,816,000
	3	\$15,353,000	\$882,000	\$2,436,000	\$18,671,000	2038	\$48,436,000	2034	\$43,035,000
	<b>Total</b>				<b>\$58,041,000</b>		<b>\$102,876,000</b>		<b>\$94,109,000</b>

**NOTES:**  
 \* Total Project Costs (interceptor only) are shown graphically in Figure 7.3, and compared to the other sites in Table 7.8. Total Project Costs (interceptor only) are shown allocated by entity in Figure 7.8 for the All Participants Flow Scenario and in tabular form in Appendix F, Tables F-26 to F-28.  
 The cost estimate herein is based on our perception of current conditions at the project location. This estimate reflects our professional opinion of accurate costs at this time and is subject to change as the project design matures. Carollo Engineers has no control over variances in the cost of labor, materials, equipment, services provided by others, contractor's methods of determining prices, competitive bidding or market conditions, practices or bidding strategies. Carollo Engineers cannot and does not warrant or guarantee that proposals, bids or actual construction costs will not vary from the costs presented herein.  
 Market Contingency: To address market changes a contingency factor has been applied to the estimates for this project. For long-term planning-level estimates, a 5% escalation factor has been applied (Compounded Annually) to approximate mid-point of construction for the initial phase. A 3% factor was applied for all other future phases.

**\* Note that are concept level cost estimates. The final actual costs may vary significantly from these estimates.**

Areas included in the Recovery Agreement service areas are BLR, Toy Ranches (if annexed), other small properties within the current City Limits and any other parcels that have an application submitted to the City of Colorado Springs for Annexation if that parcel will be served by these facilities once approved by City Council.

The estimated costs for each phase and type of facility will be updated periodically as engineering studies are completed and once actual construction is completed. When construction is complete, the actual cost basis of each facility will be determined and the Recovery Agreements will be updated to reflect the balance of costs not yet collected. Each Recovery Agreement will establish the methodology for developing the residential and non-residential cost per unit for the service area of the respective facilities.

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**Appendix F**  
Water System Infrastructure  
Provided by Colorado Springs Utilities



# **Water System Infrastructure For the Banning-Lewis Ranch and Adjacent Areas**

A summary of the policies establishing the recovery agreements and costs for the proposed water facilities that will serve Banning Lewis Ranch (BLR) and others areas is described below.

## **I. REQUIREMENTS**

### **A. Contractual Requirements**

The Banning Lewis Ranch Annexation Agreement (XIII Water, Page 32) states that *“pump stations and suction storage costs shall be fully paid by Annexor.”* Pump stations and suction storage are infrastructure components of the finished water distribution system that are used to distribute water into higher elevations or pressure zones.

### **B. Colorado Springs Utilities Rules and Regulations (URR's)**

#### **1. Water Extension Policy**

As per the URR's, “A property Owner or developer is responsible for the cost of engineering, construction, and materials for all water system infrastructure and related appurtenances necessary to serve the Premises or development. Utilities will approve the plans and specifications of such facilities and appurtenances and inspect and approve the actual construction prior to connection of such facilities. The property Owner or developer is also responsible for any required pumping facilities (including pressure relief valves, pressure reducing valves and flow control valves) and vaults, and all fire hydrants that are necessary to serve the Premises or development.”

#### **2. Pumping Facilities**

The URR's provide that the developer is responsible for all costs except for Colorado Springs Utilities' (Utilities) engineering for pumping facilities.

*“In the event that pumping facilities are required, the cost of such facilities, land, and all appurtenances, is the responsibility of the property Owner or developer for the Premises served; provided however, that Utilities provides the necessary engineering at no expense to the property Owner or developer.”*

#### **3. Distribution Storage**

The URR's provide that Utilities is responsible for costs associated with distribution storage. *“In the event that water distribution storage facilities are required (hydropneumatic and above-ground storage), Utilities will be responsible for the costs of land, design and construction..”*

#### **4. Water Recovery Agreement Charge**

Consistent with the URR's, any facilities that are developer obligations that Utilities constructs or plans to construct shall be recovered through Recovery Agreements or Advance Recovery Agreements with developers both inside and outside of BLR:

*“A Recovery Agreement charge may be assessed for each connection to a Water Distribution Main or other facility, where such line or facility is planned or constructed by Utilities or is the subject of a Recovery Agreement between Utilities and the property Owner(s) or developer who constructed such line or facility. Consistent with such agreements, the charge will be in an amount which represents a pro rata share of the cost of construction of the line or facility.”*

*“Utilities will recover the cost to construct such facilities, with interest, through a Recovery Agreement charge from the Owner(s) or developer of unserved or undeveloped lands prior to connection to such facilities. Utilities may implement a Recovery Agreement charge to collect the cost of the facilities in advance of its construction. Advance Recovery Agreements are based on estimated costs and are limited to Utilities' designated projects to the extent Utilities determines, in its sole discretion. “*

## II. RECOVERY AGREEMENTS

### A. Eight Facilities

In accordance with the Finished Water System Master Plan for the implementation of the Southern Delivery System, there are eight major water facilities and pressure zones to serve BLR, Toy Ranches, and areas of the Briargate Pressure Zone that is east of Powers Boulevard to Marsheffel Road and Research Parkway south to an area north of Dublin. These eight facilities consist of four tanks and four pump stations. As each tank and pump station serves different geographic areas of BLR, Advance Recovery Agreements will be setup for each of the facilities.

The estimated cost of each facility is based upon costs from the 2005 Finished Water Distribution System Planning Study, prepared by Black & Veatch. As per the URR's, Utilities is responsible for the costs of engineering (15% estimated) for pump stations, and suction storage, and the complete costs of distribution storage. Distribution storage costs are not included below. The pump stations and suction storage facilities and costs are listed as follows:

<b>Costs of Pump Stations and Suction Storage *</b>			
<b>Facility</b>	<b>BLR Costs</b>	<b>Outside BLR Costs</b>	<b>Total Estimated Costs</b>
Southern Delivery System Treatment Plant Clearwell	\$27,517,560	\$22,217,882	\$49,735,443
Reduced Northfield Tank	\$5,258,297	\$4,589,249	\$9,847,546
Reduced Templeton Tank	\$4,021,105	\$3,898,578	\$7,919,683
Powers Tank	\$280,852	\$3,033,200	\$3,314,052
Southern Delivery System Finished Water Pump Station	\$26,608,405	\$21,483,824	\$48,092,229
Reduced Northfield Pump Station	\$16,606,718	\$14,493,736	\$31,100,454
Reduced Templeton Pump Station	\$9,661,174	\$4,912,926	\$14,574,100
Powers Pump Station	\$378,153	\$4,084,047	\$4,462,200
Sub-total	\$90,332,264	\$78,713,443	\$169,045,707
Less Engineering (15%) Paid by Springs Utilities	\$13,549,840	\$11,807,016	\$25,356,856
Total	\$76,782,424	\$66,906,426	\$143,688,851

\* These are concept level cost estimates. The final actual costs may vary significantly from these estimates.

The cost for each of the eight facilities is allocated to each of the eight water pressure zones that require the facilities. These pressure-zones consist of the following: Briargate, Reduced Briargate, Templeton, Reduced Templeton, Northfield, Reduced Northfield, Highline, and Lowline.

Areas included in these Recovery Agreement service areas are BLR, Toy Ranches, properties that are in the current City Limits which include an area of the Briargate Pressure Zone (east of Powers Boulevard to Marsheffel Road and Research Parkway south to an area north of Dublin) and any other parcels that have an application submitted to the City of Colorado Springs for Annexation if that parcel will be served by these facilities once annexation is approved by City Council.

Unlike other parts of the city, due to the scope and size of these facilities, through the Southern Delivery system project, Utilities will finance the cost of the infrastructure and will construct the facilities and implement Recovery Agreements to recover the cost. The estimated costs will be updated periodically as engineering studies are completed and once actual construction is

completed. When construction is complete, the actual cost basis of each facility will be determined and the Recovery Agreements will be updated to reflect the balance of costs not yet collected. Each Recovery Agreement will establish the methodology for developing the residential and non-residential cost per unit for the service area of the respective facilities. The methodology will be based upon system modeling to determine the service area of the facilities.

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## **Appendix G**

### Existing Reimbursement Methods

# Existing Cost Recovery Mechanisms

## Banning Lewis Ranch

### Introduction

The Banning-Lewis Ranch Annexor Shared Obligation Study (Study) aims to create an equitable relationship among the 27 Annexors of the property with respect to shared infrastructure. The Study identifies and quantifies Annexor infrastructure obligations included in the 1988 Banning-Lewis Ranch Annexation Agreement (Annexation Agreement) and proposes both new and existing cost recovery mechanisms for equitable cost distribution.

Each Annexor infrastructure obligation was analyzed in the Study to determine if it fell within one of the City's existing cost recovery mechanisms. If no such mechanism was identified, the obligation was added to a list of items that would need to be managed by a new mechanism. If however, an applicable mechanism was identified, the obligation would follow the guidelines set forth in that mechanism. Most of the obligations fall into a category that needs a new mechanism for cost recovery. The remaining infrastructure items, i.e. parkland and school sites, utility water and wastewater infrastructure, and drainage infrastructure, are covered by mechanisms that are governed by the Colorado Springs City Code and already in place. A description of each program follows.

### Park and School Land Dedication

The Annexor obligation to dedicate school and parkland sites is provided by current provisions of the Colorado Springs City Code.

Section 7.7.1201 of the Colorado Springs City Code explains the policy and purpose behind school and parkland dedications:

“...Whenever land is proposed for residential use, the owner of the land should provide land for school needs generated by the proposed residential use, and the owner of the land should provide land or fees primarily for park needs generated by the proposed residential use and secondary fees.”

The amount of land to be dedicated can be found in Section 7.7.1207 and is as follows:

#### 1. Parks

“The amount of land required to be dedicated by the subdivider for parks shall be 0.0165 acres (719 square feet) per dwelling unit for residential land densities in excess of eight (8) dwelling units per acre, and 0.02325 acres (1,013 square feet) per dwelling unit for residential land densities of eight (8) dwelling units per acre or less.”

#### 2. Schools

“The amount of land required to be dedicated for school sites shall be 0.0048 acres (209 square feet) per dwelling unit where the residential land density is greater than eight (8) dwelling units per acre, and 0.02 acres (871 square feet) per dwelling unit where the residential land density is eight (8) dwelling units per acre or less.”

The City requires new developments to dedicate land for school and park purposes to serve the need generated by the new development. It may be determined however, through internal review, that the City or the school district would require a fee in lieu of land for parks or schools, respectively.

The fee in lieu of land amount is established annually by City Council upon recommendation from the School/Park Fee Advisory Committee, which is described in Section 7.7.1207 (C)(2) of the City Code. The Committee is comprised of “seven (7) members appointed by City Council for three (3) year terms” with one member being “a certified land appraiser doing business in the City; one member [being] a land developer experienced in subdivision and improvement of land; one member [being] a person actively engaged in the construction and sale of housing; one member [being] a member of the Park and Recreation Advisory Board; and one member [being] a person actively engaged in the design and development of recreational parks, and one member [being] a citizen at large.” Furthermore, “the school districts within or partly within the City shall appoint one member who shall be a representative of school board/administrator.” The school/park fee for 2007 is set at \$76,602.

As for collection methods, fees are collected at building permit issuance and land is dedicated to the City when required or at time of platting. Fees in lieu of land are collected at the building permit stage on a lot by lot basis. The per-dwelling unit fee is derived by dividing the school/park fee amount by the required acreage to be dedicated for either parks or schools, which is provided in Section 7.7.1207 of the City Code. For example, the per-dwelling unit park fee for 2006 for residential land uses in excess of eight dwelling units per acre would be:

$$\$76,602 \times 0.0165 \text{ required acres} = \$1,263.93.$$

Similarly, the per-dwelling unit school fee for residential land uses in excess of eight dwelling units per acre would be:

$$\$76,602 \times 0.0048 \text{ required acres} = \$367.69.$$

In areas where the residential land density is eight dwelling units per acre or less, the calculations would be as follows.

The per-dwelling unit park fee would be:

$$\$76,602 \times 0.02325 \text{ required acres} = \$1,781.00,$$

and the per-dwelling unit school fee would be:

$$\$76,602 \times 0.02 \text{ required acres} = \$1,532.04.$$

For example, Developer Bob owns ten acres of residential land. Five of his acres have densities of four dwelling units per acre and the other five acres have densities of eight dwelling units per acre. Developer Bob will put up 20 dwelling units on his low-density ground and 40 dwelling units on his high-density ground. Developer Bob would need to pay fees on each dwelling unit at the time he is issued a building permit. His park fees would be:

$$\$1,263.93 \times 40 \text{ dwelling units} = \$50,557.20 \text{ for parks in his high-density areas;}$$

$$\$1,781.00 \times 20 \text{ dwelling units} = \$35,620.00 \text{ for parks in his low-density areas;}$$

$$\$367.69 \times 40 \text{ dwelling units} = \$14,707.60 \text{ for schools in his high-density areas, and;}$$

$$\$1,532.04 \times 20 \text{ dwelling units} = \$30,640.80 \text{ for schools in his low-density areas.}$$

Developer Bob decides to dedicate to the City a three-acre park site for which he will receive credit against his fees and which is valued at \$229,806 (or \$76,602 X 3 acres). Developer Bob's total park fee equals \$86,192 and is therefore less than the \$229,806 of park credit, so he would not have to pay any park fees on any of the dwelling units located within his ten acre development. Additionally, Developer Bob would have \$143,614 (\$229,806 - \$86,192) leftover park credit, which he could apply to any following development.

Since Developer Bob did not dedicate any school-land in this scenario, he would still have to pay his school fees of \$45,348.40.

As another example, if Developer Bob had decided to dedicate a one-half-acre park site to the City instead of a three-acre park site, he would have also had to pay park fees. Developer Bob's half-acre park site would be worth \$38,301, which he could apply as credit to his existing fees. Developer Bob would therefore only have to pay \$47,876.20 in park fees, or would not have to pay fees on approximately thirty of his forty high-density dwelling units. On the remaining ten high-density and twenty low-density dwelling units, Developer Bob would still pay park fees.

Each developer must either dedicate land or pay school and park fees based on the need generated by his or her subdivision. Those dedicating amounts of land above and beyond their subdivisions' needs receive credit for the overage, making the process equitable.

### Utilities Water/Wastewater

The Annexor obligation to provide water, wastewater, electric, and gas utilities and land sites is governed under current provisions of the Colorado Springs City Code.

Section 12.1.107 (A) of the City Code describes utility rules and regulations:

“Determined by City Council: The rates, charges and regulations, including conditions, for all classes of regulated electric, streetlight, natural gas, water and wastewater services shall be determined by the City Council for customers and users inside and outside of the corporate limits of the City and shall be set forth in tariff sheets to be adopted by resolution as provided in this section.”

These rules and regulations are a collection of ordinances and can be found on Colorado Springs Utilities' (CSU's) website at [www.csu.org](http://www.csu.org). Per Colorado Springs Utility Rules and Regulations, the cost recovery process for water and wastewater infrastructure is carried out through Recovery Agreements. In this process, cost recovery occurs after the facility is constructed.

Upon completion of construction, the developer or constructing party submits a request for a Recovery Agreement to Utility staff. Staff determines if the applicant is eligible for cost recovery by analyzing the location of the water/wastewater facility and the surrounding geographical areas. If other properties can benefit from the facility, the applicant may be eligible, but if the facility only serves the applicant's property, he or she is not eligible. If the applicant is eligible, he or she then submits cost information to CSU.

Cost information includes contractor costs, material costs, civil engineering costs for design or surveying, easement acquisition costs, permit costs, project management costs, and any other direct costs. No indirect or overhead costs will be considered in the cost recovery process. Utility staff then verifies the cost information.

Geographic Information Systems (GIS) software is then used to determine the area that will benefit from the new facility. The number of developable acres within the boundary is applied in the calculation of the Recovery Agreement payment. Utility staff develops the Recovery Agreement contract and submits it to the applicant for review and signature.

Recovery Agreement payments are collected from affected properties at time of issuance of the Service Contract and are then issued to the holder of the Recovery Agreement.

For example, Developer Andrew owns ten acres of residential land that is surrounded by undeveloped land. The land can support 60 dwelling units, but before any building permits are issued for these

dwelling units, Developer Andrew must build water and wastewater infrastructure to serve his 60 units. Developer Andrew actually ends up building water and wastewater infrastructure that can accommodate 120 dwelling units. Because Developer Andrew over-sized his utility infrastructure, he is eligible for cost recovery and signs a Recovery Agreement with CSU.

Developer Bob owns a ten-acre tract of land adjacent to Developer Andrew's tract of land. Developer Bob will also have 60 dwelling units when his development is complete and will need to have water and wastewater infrastructure to support his dwelling units. Luckily, Developer Andrew has already built water and wastewater infrastructure that can support Developer Bob's 60 in addition to his own 60 units. Thus, Developer Bob does not have to build any infrastructure and can hook into Developer Andrew's instead. Developer Bob will instead pay fees to Colorado Springs Utilities that will go to reimburse Developer Andrew under the Recovery Agreement.

Recovery Agreements are used in this course of action to create an equitable system. Through this process, developers can serve their subdivisions and receive reimbursement from anyone who benefits from water and wastewater systems they built.

### Drainage Basin Fees

The Annexor obligation to provide drainage facilities and land sites is also governed by current provisions of the Colorado Springs City Code.

Section 7.7.901 (A) of the City Code explains the purpose behind subdivision drainage:

"The City Council hereby finds, determines and declares the urgent necessity of providing storm drains and other facilities for the drainage and control of flood and surface waters including facilities or best management practices (BMPs) to control storm water quality within areas and territories to be subdivided and developed and the City Council further finds and declares that the facilities are required for the proper and orderly development of the areas and territories in order that storm and surface waters may be properly drained and controlled along with storm water quality and that the health, property, safety and welfare of the City and its citizens may be safeguarded and protected."

Furthermore, City Code Section 7.7.901 (B) places drainage requirements on developers:

"The City Council further finds, determines and declares that it is necessary under all the attendant circumstances that the owner and developer of the subdivision shall provide the drainage facilities within his subdivision necessary for the drainage and control of surface water within his subdivision and also to provide the facilities required to convey such drainage waters to such outflow or discharge point as shall be indicated in the master drainage plan for the drainage basin area within which the subdivision is located."

Drainage basin fees are the mechanism for cost recovery among developers with subdivisions located in the same basin. The fees are set through a careful analysis of several drainage studies from the very broad to the very specific. First, the developer commissions a Drainage Basin Planning Study, which identifies needed drainage infrastructure within the region. Each development within the basin then submits its Master Development Drainage Plan, which identifies the regional infrastructure located within the development for which the developer is responsible and estimates the cost of said infrastructure. The final Subdivision Reports fine-tune the locations of each drainage facility.

Each basin's drainage fee is then calculated by totaling all of the estimated costs identified by the Master Development Drainage Plans and dividing that number by the net developable acreage within the basin. These fees are collected at time of plat and go to reimburse other developers who over-size their drainage facilities to receive flow from outside their subdivisions.

For example, Developer Andrew, Developer Bob, and Developer Cal all own 30 acres each of developable land within the Green Stream Drainage Basin. They commission a Drainage Basin Planning Study that identifies \$900,000 worth of drainage infrastructure needed within the Green Stream Basin, making the Green Stream Drainage Basin Fee \$10,000 per acre. Each developer then commissions his Master Development Drainage Plan. The plans identify that Developer Andrew is responsible for \$200,000 worth of drainage infrastructure, Developer Bob is responsible for \$700,000 and Developer Cal does not have any drainage responsibilities.

As it so happens, Developer Bob is downstream from both Developer Andrew and Developer Cal, so the drainage structures on his property must be sized to absorb the flow from developments upstream. Since Developer Bob's development alone does not generate the need for \$700,000 worth of drainage infrastructure, he is eligible for cost recovery from Developer Andrew and Developer Cal.

At time of platting, Developer Bob brings to the City his receipt showing that he built \$700,000 worth of drainage structure. Developer Bob plats his 30 acres, on which he would have to pay \$300,000 (30 acres @ \$10,000 per acre) worth of drainage fees. Since Developer Bob built \$700,000 worth of drainage infrastructure however, he ends up with a credit of \$400,000. When Developer Andrew plats his 30 acres, he shows the City that he has built \$200,000 dollars worth and therefore only has to pay \$100,000 rather than the \$300,000 in drainage fees. Developer Cal also decides to plat his 30 acres and has to pay \$300,000 worth of drainage fees. Finally, Developer Cal's \$300,000 drainage fee and Developer Andrew's \$100,000 drainage fee will then be combined by the City to reimburse Developer Bob.

Drainage basin fees are a necessary mechanism for equitable distribution of the cost of drainage infrastructure. Through this process, every developer ends up paying for the impact of his or her subdivision to the City drainageways.

### Conclusion

Current City Code provisions address certain Annexor obligations set forth in the Annexation Agreement. Reimbursement and/or cost recovery for land dedication for park and school sites, utility infrastructure, and drainage infrastructure are all carried out through existing mechanisms and thus, do not need to be included in the ranch-wide reimbursement program.

**Planning Department  
30 S. Nevada, Suite 301  
Colorado Springs, CO 80903**



**Appendix II**  
Current School/Park Fee Calculation  
Methodology

# City of Colorado Springs

## Current Process for School and Park Fee Calculations

The following process is completed by the School and Park Fee Advisory Committee to determine the land value recommended to City Council for use in calculating the fee-in-lieu of land for school and park sites as well as other land-related fees such as land designated for drainage plans.

### Land Value Calculation

#### Step 1

Following the current Ordinance, the Advisory Committee will meet beginning in the fall of each year. Land sales that fit within defined criteria will be analyzed to determine the average cost of an acre of raw land for the current year. Criteria include the following:

- Parcels should be between 5 and 75 acres in size.
- All utilities should reach the site.
- The site should be zoned residential.
- There should be no entitlements that would benefit buyer's ultimate use (such as already master planned, platted, etc).

#### Step 2

Approximately ten (10) land sales are evaluated in this process. The Advisory Committee will make adjustments to the sale price in order to make the properties as comparable as possible. Percentage reductions may be applied regarding entitlements, location, amenities and size. As the City grows and less in-fill takes place, there are fewer raw land sales available to use for sample data.

#### Step 3

After determining the adjusted per-acre price for each land sale, the highest and lowest prices are dropped and the remaining prices are averaged. The resulting figure is the recommended value for an acre of land to be used in the school and park fee calculations. In 2007, this value is **\$76,602 per acre**.

### Park Fee Calculation

#### Step 1

Determine the required park land per 1,000 persons.

**Per current ordinance, we require 7.5 acres /1,000 persons (National Recreation and Parks Association standard). This equates to .0075 acres/individual.**

#### Step 2

Identify average number of individuals per owner-occupied dwelling and renter-occupied dwelling.

**Per current ordinance using 1970 Federal Census data, there is an average of 3.1 persons per owner-occupied and 2.2 persons per renter-occupied.**

#### Step 3

Identify density of owner-occupied developments and renter-occupied developments.

**Per current ordinance, owner-occupied is usually eight (8) units per acre and renter-occupied is greater than eight (8) units per acre.**

#### Step 4

Determine the density multiplier for owner-occupied development.

**Multiply the required park acreage per person by average number of individuals per dwelling unit.  
 $.0075 \times 3.1 = \underline{.02325}$  for 8 units or less per acre**

Determine the density multiplier for renter-occupied development.

**Multiply the required park acreage per person by average number of individuals per dwelling unit.**

**.0075 x 2.2 = .01650 for more than 8 units per acre**

Step 5

Determine the fee per dwelling unit.

**Multiply the density multiplier by the average land value per acre.**

**.02325 x \$76,602 = \$1,781 per owner-occupied dwelling unit**

**.01650 x \$76,602 = \$1,264 per renter-occupied dwelling unit**

Step 6

Determine total fees due for development.

**Multiply the fee per unit by the total number of units.**

**School Fee Calculation**

Step 1

Determine the minimum acreage requirements for school sites.

**Per current ordinance, the following requirements are used:**

<b>Elementary school</b>	<b>790 students</b>	<b>10 acres (.0127 site acres/student)</b>
<b>Junior high school</b>	<b>1,000 students</b>	<b>20 acres (.02 site acres/student)</b>
<b>Senior high school</b>	<b>2,000 students</b>	<b>45 acres (.0225 site acres/student)</b>

Step 2

Identify average number of students per owner-occupied dwelling and renter-occupied dwelling.

**Per current ordinance using a 1973 school population study of Colorado Springs, there are an average of:**

<b>Elementary</b>				
<b>5,499 units</b>	<b>owner-occupied</b>	<b>4,032 students total</b>	<b>.7332</b>	
<b>students/dwelling unit</b>				
<b>2,651 units</b>	<b>renter-occupied</b>	<b>469</b>	<b>.1769</b>	
<b>Junior High</b>				
<b>5,499 units</b>	<b>owner-occupied</b>	<b>1,691 students total</b>	<b>.3075</b>	
<b>students/dwelling unit</b>				
<b>2,651 units</b>	<b>renter-occupied</b>	<b>135</b>	<b>.0509</b>	
<b>Senior High</b>				
<b>5,499 units</b>	<b>owner-occupied</b>	<b>1,139 students total</b>	<b>.2071</b>	
<b>students/dwelling unit</b>				
<b>2,651 units</b>	<b>renter-occupied</b>	<b>193</b>	<b>.0728</b>	

Step 3

Identify density of owner-occupied developments and renter-occupied developments.

**Per current ordinance, owner-occupied is usually eight (8) units per acre and renter-occupied is greater than eight (8) units per acre.**

Step 4

Determine the density multiplier for owner-occupied development.

**Multiply the average number of students per dwelling unit by average site acres required per student.**

Elementary	.7332 x .0127	= .0093 acres per dwelling unit
Junior High	.3075 x .02	= .0061
Senior High	.2071 x .0225	= <u>.0046</u>
<b>Total</b>		<b>= <u>.0200</u></b>

Determine the density multiplier for renter-occupied development.

**Multiply the average number of students per dwelling unit by average site acres required per student.**

Elementary	.1769 x .0127	= .0022 acres per dwelling unit
Junior High	.0509 x .02	= .0010
Senior High	.07 x .0225	= <u>.0016</u>
<b>Total</b>		<b>= <u>.0048</u></b>

Step 5

Determine the fee per dwelling unit.

**Multiply the density multiplier by the average land value per acre.**

$$.02 \times \$76,602 = \underline{\$1,532 \text{ per owner-occupied dwelling unit}}$$

$$.0048 \times \$76,602 = \underline{\$368 \text{ per renter-occupied dwelling unit}}$$

Step 6

Determine total fees due for development.

**Multiply the fee per unit by the total number of units.**

**PARK AND SCHOOL FEES FOR RESIDENTIAL DEVELOPMENT**

ORDINANCE NO. 4768 AS AMENDED - DEDICATION OF LAND OR FEES OR  
COMBINATION OF BOTH PARKS AND SCHOOLS FOR RESIDENTIAL  
CITY COUNCIL APPROVAL JANUARY 2007  
EFFECTIVE JANUARY 24, 2007, RESOLUTION NO. 13-07

**PARK**

**1. DENSITY/UNIT - 8 UNITS PER ACRE OR LESS**

<u>LAND DEDICATION PER UNIT</u>	<u>FEES PER UNIT</u>
.02325 ACRE (1,013 SQ. FT.)	<b>\$1,781.00</b>

- A. LAND DEDICATION FORMULA FOR PARKS - NUMBER OF UNITS  
X .02325 ACRE =
- B. FEES FORMULA FOR PARKS - NUMBER UNITS X FEES =

**2. DENSITY/UNIT - GREATER THAN 8 UNITS PER ACRE**

<u>LAND DEDICATION PER UNIT</u>	<u>FEES PER UNIT</u>
.01650 ACRE (719 SQ. FT.)	<b>\$1,264.00</b>

- A. LAND DEDICATION FORMULA FOR PARKS - NUMBER OF UNITS  
X .01650 ACRE =
- B. FEES FORMULA FOR PARKS - NUMBER OF UNITS X FEES =

**SCHOOL**

**3. DENSITY/UNIT - 8 UNITS PER ACRE OR LESS**

<u>LAND DEDICATION PER UNIT</u>	<u>FEES PER UNIT</u>
.02 ACRE (871 SQ. FT.)	<b>\$1,532.00</b>

- A. LAND DEDICATION FORMULA FOR SCHOOLS - NUMBER OF UNITS  
X .02 ACRE =
- B. FEES FORMULA FOR SCHOOLS - NUMBER OF UNITS X FEES =

**4. DENSITY/UNIT - GREATER THAN 8 UNITS PER ACRE**

<u>LAND DEDICATION PER UNIT</u>	<u>FEES PER UNIT</u>
.0048 ACRE (209 SQ. FT.)	<b>\$368.00</b>

- A. LAND DEDICATION FORMULA FOR SCHOOLS - NUMBER OF UNITS  
X .0048 ACRES =
- B. FEES FORMULA FOR SCHOOLS - NUMBER OF UNITS X FEES =

**PARK AND SCHOOL FEES ARE BASED ON LAND VALUE OF \$76,602 PER ACRE**  
(This would reflect an approximate 45.7697% increase from 2006)

Planning Department  
30 S. Nevada, Suite 301  
Colorado Springs, CO 80903



## **Appendix I**

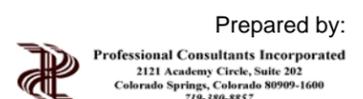
Cost Estimates Prepared by PCI

**Banning-Lewis Ranch  
Shared Obligations Cost Estimate Table**

<u>ANNEX. REF.</u>	<u>CATEGORY</u>	<u>NEW OR EXISTING</u>	<u>COST ESTIMATE (\$)</u>	<u>NOTES</u>
	SHARED INFRASTRUCTURE COSTS STUDY	NEW	\$75,000	Estimated total cost of this report by PCI
	III. STREETS/TRAFFIC			
	BANNING-LEWIS PARKWAY			
	ROW (North of Drennan Road)	NEW	\$55,855,114	729 acres, approximately - New District financed and built.
	IMPROVEMENTS (Full Annexation requirements North of Drennan Road)	NEW	\$63,608,174	12,007' grade 8 / pave 4 lanes, plus 44,988' 4 lanes, plus bridge abutments for 8 lanes. Traffic Signals added = \$2,080,000. New District financed and built.
	BLR PKWY - INTERSECT. & OVER/UNDER PASS North of Drennan Road	NEW	\$3,500,000	7 @ \$250,000 each, 1 overpasses @ \$750,000 each
	BLR PKWY/SH-24 INTERCHANGE	NEW	\$25,000,000	Estimate for all accel, decel, turn lanes, design, const. etc ROW included under the roadway category
	IV. DRAINAGE			
	SAND CREEK			
	RE-STUDY	NEW	\$92,500	Estimate
	REGIONAL IMPROVEMENTS	EXISTING	\$70,269,952	Use Drainage Basin Fee: (6736 acres) x (\$8,133/ac Drainage + \$511/ac Bridge + \$1,788/ac Pond)
	JIMMY CAMP CREEK			
	STUDY	NEW	\$300,000	Estimate
	REGIONAL IMPROVEMENTS	EXISTING	\$183,876,000	Use an estimated \$9,000/ac Drainage Basin Fee and \$2,000/ac Pond Fee, only. (16,716 acres) x (\$9,000/ac Drainage + \$2,000/ac Pond)
	VII. PARKS, SCHOOLS & TRANSIT			
	LAND DEDICATION SITES			
	PARKS	EXISTING	\$93,801,524	1,225 acres, approximately.
	SCHOOLS	EXISTING	\$70,160,538	916 acres, approximately.
	ROCK ISLAND TRAIL ROW	NEW	\$0	BLRMC required to dedicate with no reimbursement in conjunction BLR Annexation filing 8
	PARK & RIDE SITE	NEW	\$88,858	Parcel 268.04, 1.16 acres
	VIII. ENVIRONMENTAL			
	AIR MONITORING STATIONS	NEW	\$38,301	Two 0.25-acre sites
	IX. SUPPORT SERVICES, FIRE & POLICE			
	RADIO REPEATER STATION	NEW	\$210,000	Site not selected yet. Amount per Annexation Agreement.
	CITY SERVICE CENTER	NEW	\$2,054,466	Site 290.02
	FIRE STATIONS			
	LAND DEDICATION	NEW	\$1,467,694	Sites 270.14, 293.09 & 331.11 just for Fire Stations. Site 342.09 for Fire and Police, and Site 307.04 Fire and Water Tank
	IMPROVEMENTS	NEW	\$19,180,500	5 Fire Stations at \$3,836,100 each
	EQUIPMENT	NEW	\$2,979,839	5 Equipment at \$595,968 each
	POLICE SUBTATION SITES	NEW	\$1,322,151	Sites 274.03, 274.06, 310.10 & 347.08. Site 342.09 is shared and has been counted in Fire already.
	X. STREET DIVISION			
	STREET SWEEPING DISPOSAL SITES	NEW	\$2,717,073	Sites 271.12, 338.08 and 338.12
	XIII. UTILITIES - WATER			
	WATER SERVICE EXTENSION			
	PUMP STATION & SUCTION STORAGE	EXISTING	\$77,389,878	Site 273.03 plus \$76,782,424 allowance for pump and storage as provided by CSU. (See Appendix F)
	WELL SITES	NEW	\$1,195,807	68 well sites at 10,000 sf each, 15.64 acres
	WATER STORAGE TANK SITES	NEW	\$1,374,240	293.07 & 321.05 for tanks only. Site 307.04 included in Fire
	XIV. UTILITIES - WASTEWATER			
	REGIONAL WASTEWATER			
	TREATMENT FACILITY	EXISTING	\$161,095,000	East site from Carollo Study - 10 mgd initial plant option + future (2005 DOLLARS) (See Appendix E)
	INTERCEPTOR	EXISTING	\$41,451,000	East site from Carollo Study - two interceptor option minus ROW (2005 DOLLARS)
	TRACTS	EXISTING	\$3,529,000	East site from Carollo Study - ROW present and future (2005 DOLLARS)
	XV. UTILITIES - NATURAL GAS			
	REGULATOR STATION SITES	EXISTING	\$0	City-wide Fees and CSU recovery apply.
	XVI. UTILITIES - ELECTRIC			
	SUBSTATION SITES	NEW	\$6,986,102	Sites 295.02, 301.05, 309.02, 329.02, 329.05, 338.09 & 344.02
	SERVICE CENTER	NEW	\$2,223,756	Site 329.01/329.04
	<b>TOTAL OF ALL:</b>		<b>\$891,842,467</b>	<b>ALL AMOUNTS ARE IN 2007 DOLLARS, UNLESS OTHERWISE SHOWN</b>
	<b>TOTAL EXISTING:</b>		<b>\$701,572,891</b>	
	<b>TOTAL NEW ANNEXATION OBLIGATION FEE:</b>		<b>\$42,306,287</b>	All Shared Costs minus BLP ROW and Improvements
	<b>TOTAL NEW BANNING-LEWIS PARKWAY FEE:</b>		<b>\$147,963,289</b>	All BLP ROW and Improvement Costs

NOTES:

EXISTING: INDICATES AN OBLIGATION IS SUBJECT TO AN EXISTING REIMBURSEMENT MECHANISM  
 NEW: INDICATES AN OBLIGATION THAT REQUIRES A NEW REIMBURSEMENT MECHANISM



## Banning-Lewis Ranch Shared Obligations Cost Estimate Table

ROAD NAME	LENGTH (FT)	CLASS	ROW (FT)	AREA (ACRES)	LANES	LAND COST (\$76,602/ac.)	DEVELOPER LAND COST (\$)	SHARED LAND COST (\$)	ROAD COST (\$)	DEVELOPER ROAD COST (\$)	SHARED ROAD COST (\$)
BLP - US24 to Hwy94	12,007	Parkway/Freeway (2003)	332	237.775	4	\$18,214,041	\$0	\$18,214,041	\$13,286,249	\$0	\$13,286,249
Banning Lewis Parkway	44,988	Parkway/Freeway (2003)	332	491.385	4	\$37,641,074	\$0	\$37,641,074	\$48,241,926	\$0	\$48,241,926
Banning Lewis Parkway	14,354	Parkway/Freeway (2003)	332	28.790	4	\$2,205,372	\$0	\$2,205,372	\$15,392,207	\$0	\$15,392,207
State Hwy 94	17,420	Parkway/Expressway (1987)	300	123.460	4	\$9,457,283	\$1,260,910	\$8,196,372	\$18,679,967	\$5,176,902	\$13,503,065
State Hwy 24	17,943	Parkway/Expressway (1987)	250	83.697	4	\$6,411,358	\$1,298,767	\$5,112,591	\$19,240,795	\$5,332,328	\$13,908,467
Barnes Road	17,902	Major Arterial (1987)	210	87.623	4	\$6,712,097	\$1,295,799	\$5,416,298	\$18,021,669	\$5,320,143	\$12,701,526
Bradley Road	8,907	Major Arterial (1987)	210	78.830	4	\$6,038,536	\$644,715	\$5,393,821	\$8,966,541	\$2,646,996	\$6,319,545
Fontaine Blvd.	5,277	Major Arterial (1987)	165	9.994	4	\$765,560	\$381,965	\$383,596	\$5,312,275	\$1,568,227	\$3,744,048
Marksheffel Rd.	49,940	Major Arterial (1987)	165	124.255	4	\$9,518,182	\$3,614,803	\$5,903,378	\$50,273,834	\$14,841,244	\$35,432,590
North Carefree Cir.	14,924	Major Arterial (1987)	165	55.841	4	\$4,277,532	\$1,080,243	\$3,197,290	\$15,023,762	\$4,435,137	\$10,588,626
Vista Del Tierra Dr. (S)	33,708	Major Arterial (1987)	165	124.741	4	\$9,555,410	\$2,439,883	\$7,115,527	\$33,933,328	\$10,017,394	\$23,915,934
Falcon Meadow Blvd (S)	51,088	Major Arterial (1987)	165	191.925	4	\$14,701,839	\$3,697,899	\$11,003,940	\$51,429,508	\$15,182,408	\$36,247,099
301.02 - 322.02	14,115	Major Arterial (1987)	165	51.981	4	\$3,981,849	\$1,021,685	\$2,960,164	\$14,209,355	\$4,194,717	\$10,014,638
307.03 - 312.04	14,343	Major Arterial (1987)	165	52.809	4	\$4,045,275	\$1,038,188	\$3,007,087	\$14,438,879	\$4,262,474	\$10,176,404
321.05 - 327.01	19,576	Major Arterial (1987)	165	73.118	4	\$5,600,985	\$1,416,968	\$4,184,017	\$19,706,860	\$5,817,625	\$13,889,235
308.03 - 347.09	34,282	Major Arterial (1987)	165	123.833	4	\$9,485,855	\$2,481,431	\$7,004,424	\$34,511,165	\$10,187,976	\$24,323,189
328.05 - 333.02	17,553	Major Arterial (1987)	165	62.872	4	\$4,816,121	\$1,270,537	\$3,545,584	\$17,670,337	\$5,216,427	\$12,453,910
334.01 - 333.05	15,824	Major Arterial (1987)	165	54.125	4	\$4,146,083	\$1,145,387	\$3,000,696	\$15,929,779	\$4,702,600	\$11,227,179
Stetson Hills Blvd.	14,443	Principal Arterial (2003)	160	54.581	4	\$4,181,014	\$1,045,427	\$3,135,587	\$14,539,547	\$4,292,192	\$10,247,355
Dublin Blvd.	11,832	Principal Arterial (2006)	160	46.563	4	\$3,566,819	\$856,435	\$2,710,384	\$11,911,093	\$3,516,252	\$8,394,842
Vista Del Tierra Dr. (N)	7,483	Major Collector (2006)	VAR	15.035	4	\$1,151,711	\$541,641	\$610,070	\$6,261,955	\$2,223,809	\$4,038,145
Vista Del Oro Blvd.	14,440	Varies	VAR	28.011	3	\$2,145,699	\$1,045,209	\$1,100,489	\$8,207,726	\$4,291,301	\$3,916,425
Colorado Centre Blvd.	16,800	Major Collector (1987)	140	52.115	4	\$3,992,113	\$1,216,033	\$2,776,080	\$14,058,644	\$4,992,649	\$9,065,995
311.02 - 320.06	19,845	Major Collector (1987)	140	61.988	4	\$4,748,405	\$1,436,439	\$3,311,966	\$16,606,774	\$5,897,567	\$10,709,207
299.04 - 311.03	11,446	Major Collector (1987)	140	35.207	4	\$2,696,927	\$828,495	\$1,868,432	\$9,578,288	\$3,401,539	\$6,176,749
299.03 - 310.12	24,680	Major Collector (1987)	140	75.692	4	\$5,798,159	\$1,786,410	\$4,011,748	\$20,652,818	\$7,334,439	\$13,318,379
310.08 - 310.09	1,290	Major Collector (1987)	140	4.017	4	\$307,710	\$93,374	\$214,336	\$1,079,503	\$383,364	\$696,139
Drennan Rd	11,615	Collector (1987)	110	20.223	3	\$1,549,122	\$840,728	\$708,395	\$6,601,990	\$3,451,763	\$3,150,227
Vista Del Prado Blvd (S)	9,814	Collector (1987)	110	23.907	3	\$1,831,324	\$710,366	\$1,120,958	\$5,578,298	\$2,916,539	\$2,661,758
277.01 - 292.01	24,865	Collector (1987)	110	61.500	3	\$4,711,023	\$1,799,801	\$2,911,222	\$14,133,317	\$7,389,418	\$6,743,899
276.02 - 283.02	12,600	Collector (1987)	110	30.900	3	\$2,367,002	\$912,025	\$1,454,977	\$7,161,866	\$3,744,487	\$3,417,379
285.01.02 - 288.02	7,647	Collector (1987)	110	18.544	3	\$1,420,507	\$553,512	\$866,995	\$4,346,570	\$2,272,547	\$2,074,024
282.04 - 282.06	1,433	Collector (1987)	110	3.201	3	\$245,203	\$103,725	\$141,478	\$814,520	\$425,861	\$388,659
289.02 - 292.04	7,235	Collector (1987)	110	17.433	3	\$1,335,403	\$523,690	\$811,712	\$4,112,389	\$2,150,108	\$1,962,281
323.01 - 325.01	17,261	Collector (1987)	110	42.569	3	\$3,260,871	\$1,249,402	\$2,011,469	\$9,811,188	\$5,129,650	\$4,681,538
323.06 - 325.04	5,088	Collector (1987)	110	12.463	3	\$954,691	\$368,284	\$586,406	\$2,892,030	\$1,512,059	\$1,379,970
333.02 - 333.05	5,199	Collector (1987)	110	8.181	3	\$626,681	\$376,319	\$250,362	\$2,955,122	\$1,545,047	\$1,410,076
349.02 - 349.03	2,646	Collector (1987)	110	6.252	3	\$478,916	\$191,525	\$287,390	\$1,503,992	\$786,342	\$717,650
344.01 - 349.01	10,214	Collector (1987)	110	25.365	3	\$1,943,010	\$739,319	\$1,203,691	\$5,805,659	\$3,035,412	\$2,770,247
344.01 - 349.04	6,756	Collector (1987)	110	16.763	3	\$1,284,079	\$489,019	\$795,060	\$3,840,124	\$2,007,758	\$1,832,366
Vista Del Prado Blvd (N)	10,294	Major Collector (2006)	96	22.972	4	\$1,759,701	\$745,110	\$1,014,591	\$8,614,267	\$3,059,186	\$5,555,081
Vista Del Valley Rd.	1,173	Major Collector (2006)	96	2.469	4	\$189,130	\$84,905	\$104,225	\$981,595	\$348,594	\$633,001
Falcon Meadow Blvd (N)	2,731	Major Collector (2006)	96	6.223	4	\$476,694	\$197,678	\$279,016	\$2,285,367	\$811,603	\$1,473,764
Horizonview Drive	7,663	Collector (1987)	80	13.983	3	\$1,071,126	n/a	n/a	n/a	n/a	n/a
Foreign Trade Zone Blvd.	2,780	Collector (1987)	80	5.355	3	\$410,204	n/a	n/a	n/a	n/a	n/a
Aerospace Blvd.	7,535	Collector (1987)	80	13.754	3	\$1,053,584	n/a	n/a	n/a	n/a	n/a
Import Court	584	Collector (1987)	80	1.191	3	\$91,233	n/a	n/a	n/a	n/a	n/a
Vista Del Pico Blvd.	7,918	Collector (2006)	72	13.535	3	\$1,036,808	\$573,128	\$463,680	\$4,500,607	\$2,353,083	\$2,147,524
Vista Del Flores St.	1,257	Collector (2006)	72	2.055	3	\$157,417	\$90,985	\$66,432	\$714,481	\$373,557	\$340,924
Vista Del Lago St.	392	Collector (2006)	60	0.515	3	\$39,450	\$28,374	\$11,076	\$222,814	\$116,495	\$106,318
Vista Bonita St.	421	Collector (2006)	60	0.656	3	\$50,251	\$30,473	\$19,778	\$239,297	\$125,113	\$114,184
Circulo Del Sol Loop	4,987	Collector (2006)	60	7.091	3	\$543,185	\$360,974	\$182,211	\$2,834,621	\$1,482,044	\$1,352,577
<b>ROAD TOTALS</b>	<b>684,511</b>			<b>2,570</b>		<b>\$196,835,580</b>	<b>\$43,907,986</b>	<b>\$150,301,448</b>	<b>\$593,828,646</b>	<b>\$180,272,378</b>	<b>\$413,556,268</b>

DATA IN SHADED CELLS HAS NOT BEEN USED IN THE STUDY



## Banning-Lewis Ranch Shared Obligations Cost Estimate Table

<u>FACILITY MASTER PLAN PARCEL</u>	<u>FACILITY CODE</u>	<u>AREA (ACRES)</u>	<u>LAND COST (\$)</u>	<u>FACILITY COST (\$)</u>	<u>SHARED COST (\$)</u>
270.14	1	0.85	\$65,112	\$5,332,068	<b>\$5,397,180</b>
293.09	1	0.75	\$57,452	\$5,332,068	<b>\$5,389,520</b>
331.11	1	1.02	\$78,134	\$5,332,068	<b>\$5,410,202</b>
268.04 (Old 267.08)	2	1.16	\$88,858	n/a	<b>\$88,858</b>
271.12	3	17.99	\$1,378,070	n/a	<b>\$1,378,070</b>
338.08	3	8.20	\$628,136	n/a	<b>\$628,136</b>
338.12	3	9.28	\$710,867	n/a	<b>\$710,867</b>
293.07	4	9.92	\$759,892	n/a	<b>\$759,892</b>
273.03	4	7.93	\$607,454	\$76,782,424	<b>\$77,389,878</b>
321.05	4	8.02	\$614,348	n/a	<b>\$614,348</b>
274.03	5	6.36	\$487,189	n/a	<b>\$487,189</b>
274.06	5	1.73	\$132,521	n/a	<b>\$132,521</b>
310.10	5	7.12	\$545,406	n/a	<b>\$545,406</b>
347.08	5	2.05	\$157,034	n/a	<b>\$157,034</b>
295.02	6	23.36	\$1,789,423	n/a	<b>\$1,789,423</b>
301.05	6	10.42	\$798,193	n/a	<b>\$798,193</b>
309.02	6	21.25	\$1,627,793	n/a	<b>\$1,627,793</b>
329.02 - 329.05	6	11.51	\$881,689	n/a	<b>\$881,689</b>
338.09	6	13.59	\$1,041,021	n/a	<b>\$1,041,021</b>
344.02	6	11.07	\$847,984	n/a	<b>\$847,984</b>
342.09	7	7.53	\$576,813	\$5,332,068	<b>\$5,908,881</b>
290.02	8	26.82	\$2,054,466	n/a	<b>\$2,054,466</b>
329.01/329.04	8	29.03	\$2,223,756	n/a	<b>\$2,223,756</b>
307.04	9	9.01	\$690,184	\$5,332,068	<b>\$6,022,252</b>
<b>FACILITIES TOTALS</b>		246	\$18,841,794	\$103,442,764	<b>\$122,284,558</b>

<b>Facility Codes</b>	1 = Fire Station	4 = Water Site	7 = Joint Police and Fire
	2 = Park and Ride Site	5 = Police Station	8 = P.W. & Serv. Ctrs.
	3 = Trash Site	6 = Electric Substation	9 = Joint Fire and Water



CITY OF COLORADO SPRINGS  
 Planning Department  
 30 S. Nevada Avenue  
 Colorado Springs, CO 80903

Prepared by:  
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 719-380-8857

## Banning-Lewis Ranch Shared Obligations Cost Estimate Table

<u>MISCELLANEOUS ITEM</u>	<u>ESTIMATE (\$)</u>	<u>COMMENTS</u>
BLP - Bridge abutments	<b>\$400,000</b>	4 @ Parkway Interchanges @ 94 and 24 only - \$100,000 each
BLP - At grade intersections	<b>\$3,500,000</b>	7 @ \$250,000 each, 1 overpasses @ \$750,000 each
BLP/US-24 - Interchange	<b>\$25,000,000</b>	
Traffic Control Signals Parkway Only)	<b>\$2,080,000</b>	Approx. 13 signals @ \$160k each
Jimmy Camp Creek Basin Study	<b>\$300,000</b>	
JCC - Basin drainage facilities	<b>\$183,876,000</b>	Est. @ \$9,000 Drainage, \$2,000 Pond Fees/acre on 16,716 acres
Sand Creek Basin Re-study	<b>\$92,500</b>	
SC - Basin drainage facilities	<b>\$70,269,952</b>	\$8,133 Drainage, \$511 Bridge, \$1,788 Pond Fees/acre on 6,736
Design / Construct under drain systems for Wastewater facilities	<b>n/a</b>	CSU recovery rules apply
30' wide Rock Island Loop	<b>\$1,344,365</b>	Est. @ 30' wide by 25,486 ' long or 17.55 acres @\$76,602/ac
Dedicate land for air quality monitoring	<b>\$38,301</b>	2 sites of not more than 0.25 acres each
Noise attenuation features	<b>n/a</b>	
Radio repeater station	<b>\$210,000</b>	
Water mains	<b>n/a</b>	CSU recovery rules apply
Pending well sites	<b>\$1,195,807</b>	10,000 sf per well site - Assume 68 sites
Water pump stations	<b>\$0</b>	CSU recovery rules applies
Gas mains	<b>n/a</b>	CSU recovery rules applies
30'x30' Gas regulator stations	<b>n/a</b>	CSU recovery rules applies
Electric rights-of-way, line extensions and Traffic Control Signals Parkway Only -	<b>\$480,000</b>	Approx. 3 signals @ \$160k each
BLP - At grade intersections - Colorado	<b>\$1,000,000</b>	1 @ \$250,000 each, 1 overpasses @ \$750,000 each
<b>MISCELLANEOUS TOTALS</b>	<b>\$289,786,925</b>	

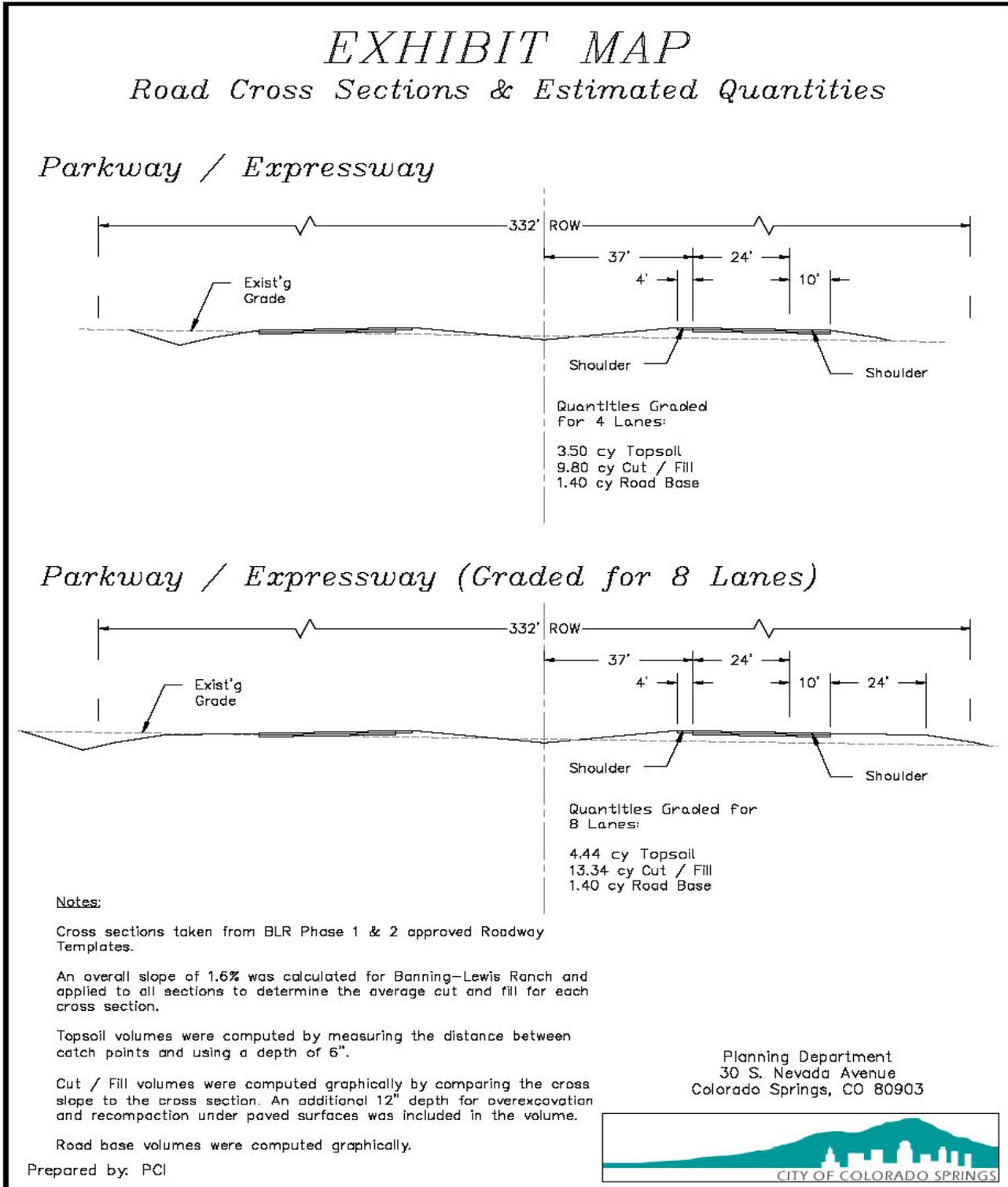


CITY OF COLORADO SPRINGS  
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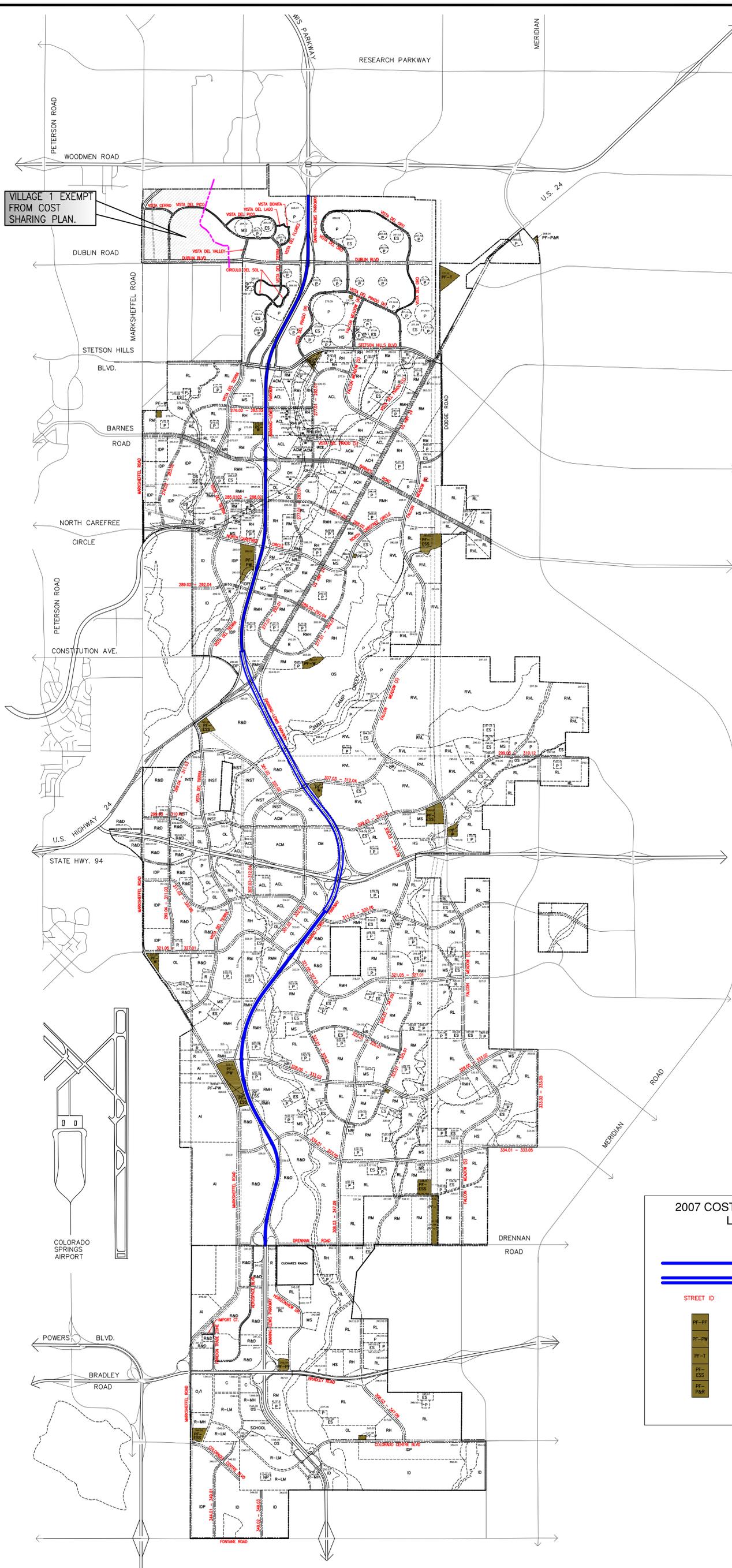
## Banning-Lewis Ranch Shared Obligations Cost Estimate Table



**Planning Department  
30 S. Nevada, Suite 301  
Colorado Springs, CO 80903**



**Appendix J**  
Annexor Obligation Map



VILLAGE 1 EXEMPT FROM COST SHARING PLAN.

2007 COST SHARING PLAN LEGEND	
	PARKWAY / FREEWAY
	BLP GRADED FOR 8 LANES
	STREET ID / NAME
	POLICE / FIRE SITE
	PUBLIC WORKS SITE
	TRASH SITE
	ELECTRIC SUB-STATION
	PARK AND RIDE SITE



HORZ. SCALE: 1" = 2640' (1/2 mile)

# BANNING-LEWIS RANCH

## ANNEXOR'S 2007 - COST SHARING PLAN MAP



PROFESSIONAL CONSULTANTS  
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DRAWING NAME: BLR-COST-EST  
REVISED: 4/12/2007

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**Appendix K**  
Banning-Lewis Ranch Master Plan  
Parcel Data

**BANNING-LEWIS RANCH MASTER PLAN - 2006**  
**CPC MP 05-140 / CPC MP 87-381**

1988 PARCEL SUB NUMBER #	SUB #	ROCK ISLAND RR?	1988 LANDUSE	1988 ZONING CODE	PARCEL ACRES	PROPOSED PARKWAY	MAJOR ROADS	GROSS ACRES	PARKS / OS	SCHOOL	PUBLIC FACILITIES	EXISTING FLDPLAIN	RAILROAD ACREAGE	NET PLANNING ACRES
329.03		N	R&D	PIP-2	70.59	12.99	6.95	50.65	0.00	0.00	0.00	0.00	0.00	50.65
334.01		N	AI	M2	321.36	0.00	10.49	310.87	0.00	0.00	0.00	0.00	0.00	310.87
335.01		N	R&D	PIP-2	218.16	39.45	12.95	165.76	0.00	0.00	0.00	0.00	0.00	165.76
272.12		N	RL	R1-6000	5.51	0.00	2.34	3.17	0.00	0.00	0.00	0.00	0.00	3.17
272.13		N	RL	R1-6000	19.56	0.00	4.30	15.26	0.00	0.00	0.00	0.00	0.00	15.26
273.06		N	RM	R5	61.18	16.94	3.11	41.13	0.00	0.00	0.00	0.00	0.00	41.13
273.07		N	NR	PBC-1	9.06	0.00	3.14	5.92	0.00	0.00	0.00	0.00	0.00	5.92
283.01 .01		N	IDP	PIP-2	56.99	0.00	7.64	49.35	0.00	0.00	0.00	0.00	0.00	49.35
284.01 .01		N	IDP	PIP-2	89.34	0.00	5.73	83.61	0.00	0.00	0.00	0.00	0.00	83.61
284.03 .02		N	RMH	R5	2.30	0.00	0.85	1.45	0.00	0.00	0.00	0.00	0.00	1.45
285.01 .01		N	RMH	R5	78.66	11.88	6.29	60.49	0.00	0.00	0.00	0.00	0.00	60.49
285.02		N	P-S	R5	4.81	0.00	0.82	3.99	3.99	0.00	0.00	0.00	0.00	0.00
285.03		N	ES	R5	7.99	0.00	0.00	7.99	0.00	7.99	0.00	0.00	0.00	0.00
286.01 .01		N	OH	OC	48.08	14.76	2.74	30.58	0.00	0.00	0.00	0.00	0.00	30.58
272.14		N	PF-W	R5	2.22	0.00	0.00	2.22	0.00	0.00	2.22	0.00	0.00	0.00
293.04		N	P-S	R5	3.93	0.00	0.00	3.93	3.93	0.00	0.00	0.00	0.00	0.00
293.07		N	PF-W	R5	9.92	0.00	0.00	9.92	0.00	0.00	9.92	0.00	0.00	0.00
293.08		N	RM	R5	47.81	4.23	2.79	40.79	0.00	0.00	0.00	0.00	0.00	40.79
293.02 .01		N	P-COS	PARK	552.04	24.32	7.13	520.59	520.59	0.00	0.00	0.00	0.00	0.00
293.02 .02		N	P-COS	PARK	142.70	0.00	0.00	142.70	142.70	0.00	0.00	0.00	0.00	0.00
328.05		N	AI	M2	31.37	0.00	1.56	29.81	0.00	0.00	0.00	0.00	0.00	29.81
328.06		N	AI	M2	26.01	0.00	1.09	24.92	0.00	0.00	0.00	0.00	0.00	24.92
283.01 .03		N	IDP	PIP-2	44.34	0.00	5.23	39.11	0.00	0.00	0.00	0.00	0.00	39.11
311.01		N	IDP	PIP-2	30.78	0.00	6.25	24.53	0.00	0.00	0.00	0.00	0.00	24.53
328.01		N	R	PBC-2	10.01	0.00	2.50	7.51	0.00	0.00	0.00	0.00	0.00	7.51
328.02		N	R	PBC-2	20.46	0.00	1.27	19.19	0.00	0.00	0.00	0.00	0.00	19.19
321.01 .02		N	OL	OC	5.03	0.00	0.77	4.26	0.00	0.00	0.00	0.00	0.00	4.26
321.04 .02		N	R&D	PIP-2	27.82	0.00	4.31	23.51	0.00	0.00	0.00	0.00	0.00	23.51
267.07		N	RVL	R-ESTATE	11.28	0.00	2.21	9.07	0.00	0.00	0.00	0.00	0.00	9.07
311.02		N	IDP	PIP-2	86.73	0.00	8.66	78.07	0.00	0.00	0.00	0.00	0.00	78.07
311.03		N	R	PBC-2	7.97	0.00	1.91	6.06	0.00	0.00	0.00	0.00	0.00	6.06
311.04		N	IDP	PIP-2	45.46	0.00	6.06	39.40	0.00	0.00	0.00	0.00	0.00	39.40
301.03		N	INST	SU	101.09	0.00	6.20	94.89	0.00	0.00	0.00	0.00	0.00	94.89
301.07		N	INST	PBC-2	48.91	0.00	7.04	41.87	0.00	0.00	0.00	0.00	0.00	41.87
328.03		N	AI	M2	220.69	0.00	6.38	214.31	0.00	0.00	0.00	0.00	0.00	214.31
313.01		N	ACL	PBC-2	78.19	0.00	17.60	60.59	0.00	0.00	0.00	0.00	0.00	60.59
315.01		N	OL	OC	63.21	28.01	4.19	31.01	0.00	0.00	0.00	0.00	0.00	31.01
315.02		N	OL	OC	27.69	2.91	3.50	21.28	0.00	0.00	0.00	0.00	0.00	21.28
268.04		N	PF-P&R	R-ESTATE	2.22	0.00	1.06	1.16	0.00	0.00	1.16	0.00	0.00	0.00
298.01 .01		N	R&D	PIP-2	11.63	0.00	6.50	5.13	0.00	0.00	0.00	0.00	0.00	5.13
298.01 .02		N	R&D	PIP-2	27.42	0.00	8.07	19.35	0.00	0.00	0.00	0.00	0.00	19.35
299.02		N	R&D	PIP-2	91.11	0.00	14.90	76.21	0.00	0.00	0.00	0.00	0.00	76.21
300.01 .01		N	R&D	PIP-2	37.55	0.00	10.59	26.96	0.00	0.00	0.00	0.00	0.00	26.96
300.01 .02		N	R&D	PIP-2	42.50	0.00	10.45	32.05	0.00	0.00	0.00	0.00	0.00	32.05
300.02 .02		N	R&D	PIP-2	4.31	0.00	3.16	1.15	0.00	0.00	0.00	0.00	0.00	1.15
300.03		N	OL	OC	23.00	0.00	6.53	16.47	0.00	0.00	0.00	0.00	0.00	16.47

**BANNING-LEWIS RANCH MASTER PLAN - 2006**  
**CPC MP 05-140 / CPC MP 87-381**

1988 PARCEL SUB NUMBER #	SUB #	ROCK ISLAND RR?	1988 LANDUSE	1988 ZONING CODE	PARCEL ACRES	PROPOSED PARKWAY	MAJOR ROADS	GROSS ACRES	PARKS / OS	SCHOOL	PUBLIC FACILITIES	EXISTING FLDPLAIN	RAILROAD ACREAGE	NET PLANNING ACRES
300.04		N	R&D	PIP-2	26.43	0.00	11.08	15.35	0.00	0.00	0.00	0.00	0.00	15.35
264.10		N	RL	R1-6000	62.40	0.00	2.62	59.78	0.00	0.00	0.00	0.00	0.00	59.78
264.11		N	P-L	R1-6000	25.77	0.00	0.00	25.77	25.77	0.00	0.00	0.00	0.00	0.00
264.12		N	MS	R1-6000	17.27	0.00	1.28	15.99	0.00	15.99	0.00	0.00	0.00	0.00
264.13		N	RL	R1-6000	42.24	0.00	4.59	37.65	0.00	0.00	0.00	0.00	0.00	37.65
265.01		N	RL	R1-6000	45.80	0.00	2.53	43.27	0.00	0.00	0.00	0.00	0.00	43.27
265.02		N	RL	R1-6000	32.98	0.00	2.21	30.77	0.00	0.00	0.00	0.00	0.00	30.77
265.03		N	RM	R5	23.14	0.00	1.28	21.86	0.00	0.00	0.00	0.00	0.00	21.86
265.04		N	R	PBC-2	23.58	0.00	3.79	19.79	0.00	0.00	0.00	0.00	0.00	19.79
265.05		N	RH	R5	47.53	3.64	0.00	43.89	0.00	0.00	0.00	0.00	0.00	43.89
265.06		N	ES	R1-6000	7.93	0.00	0.00	7.93	0.00	7.93	0.00	0.00	0.00	0.00
265.07		N	P-L	R5	22.33	2.20	0.00	20.13	20.13	0.00	0.00	0.00	0.00	0.00
265.09		N	RH	R5	95.01	12.68	2.99	79.34	0.00	0.00	0.00	0.00	0.00	79.34
265.10		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
265.11		N	P-S	R1-6000	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
266.01		N	RH	R5	95.22	18.04	3.60	73.58	0.00	0.00	0.00	0.00	0.00	73.58
266.02		N	P-L	R1-6000	40.99	0.00	2.39	38.60	38.60	0.00	0.00	0.00	0.00	0.00
266.03		N	RL	R1-6000	27.55	0.00	1.30	26.25	0.00	0.00	0.00	0.00	0.00	26.25
266.04		N	R	PBC-2	9.48	0.00	1.94	7.54	0.00	0.00	0.00	0.00	0.00	7.54
266.05		N	RL	R1-6000	91.79	0.00	9.17	82.62	0.00	0.00	0.00	0.00	0.00	82.62
266.06		N	R	PBC-2	20.93	0.00	3.02	17.91	0.00	0.00	0.00	0.00	0.00	17.91
266.07		N	ES	R1-6000	10.04	0.00	0.61	9.43	0.00	9.43	0.00	0.00	0.00	0.00
267.01		N	RL	R1-6000	79.50	0.00	4.57	74.93	0.00	0.00	0.00	0.00	0.00	74.93
267.02		N	P-S	R1-6000	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
267.03		N	ES	R1-6000	9.39	0.00	0.00	9.39	0.00	9.39	0.00	0.00	0.00	0.00
267.04		N	RM	R5	36.88	0.00	4.45	32.43	0.00	0.00	0.00	0.00	0.00	32.43
267.05		N	RL	R1-6000	121.07	0.00	2.67	118.40	0.00	0.00	0.00	0.00	0.00	118.40
267.06		N	NR	PBC-1	6.81	0.00	1.38	5.43	0.00	0.00	0.00	0.00	0.00	5.43
267.08		N	RVL	R-ESTATE	0.88	0.00	0.00	0.88	0.00	0.00	0.00	0.00	0.00	0.88
267.09		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
267.10		N	P-S	R1-6000	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
268.01		N	RVL	R-ESTATE	43.54	0.00	2.47	41.07	0.00	0.00	0.00	0.00	0.00	41.07
268.02		N	P-S	R-ESTATE	6.62	0.00	0.60	6.02	6.02	0.00	0.00	0.00	0.00	0.00
268.03		N	RVL	R-ESTATE	22.60	0.00	3.90	18.70	0.00	0.00	0.00	0.00	0.00	18.70
268.05		Y	RVL	R-ESTATE	20.36	0.00	3.47	16.89	0.00	0.00	0.00	0.00	0.00	16.89
269.01		N	RM	R5	39.82	0.00	4.82	35.00	0.00	0.00	0.00	0.00	0.00	35.00
269.02		N	RL	R1-6000	36.21	0.00	1.47	34.74	0.00	0.00	0.00	0.00	0.00	34.74
269.03		N	NR	PBC-1	7.28	0.00	1.17	6.11	0.00	0.00	0.00	0.00	0.00	6.11
269.04		N	ES	R1-6000	8.02	0.00	0.00	8.02	0.00	8.02	0.00	0.00	0.00	0.00
269.05		N	P-S	R1-6000	4.03	0.00	0.00	4.03	4.03	0.00	0.00	0.00	0.00	0.00
269.06		N	RM	R5	48.44	7.01	2.67	38.76	0.00	0.00	0.00	0.00	0.00	38.76
269.07		N	RH	R5	64.17	12.36	2.98	48.83	0.00	0.00	0.00	0.00	0.00	48.83
269.08		N	P-L	R5	33.02	3.17	0.00	29.85	29.85	0.00	0.00	0.00	0.00	0.00
269.09		N	RH	R5	38.31	6.31	0.00	32.00	0.00	0.00	0.00	0.00	0.00	32.00
269.10		N	RL	R1-6000	25.39	0.00	2.32	23.07	0.00	0.00	0.00	0.00	0.00	23.07
269.11		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00

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1988 PARCEL SUB NUMBER #	SUB #	ROCK ISLAND RR?	1988 LANDUSE	1988 ZONING CODE	PARCEL ACRES	PROPOSED PARKWAY	MAJOR ROADS	GROSS ACRES	PARKS / OS	SCHOOL	PUBLIC FACILITIES	EXISTING FLDPLAIN	RAILROAD ACREAGE	NET PLANNING ACRES
269.12		N	P-S	R5	2.01	0.00	0.00	2.01	2.01	0.00	0.00	0.00	0.00	0.00
269.13		N	P-S	R1-6000	2.00	0.00	0.00	2.00	2.00	0.00	0.00	0.00	0.00	0.00
269.14		N	RM	R5	4.27	2.09	1.48	0.70	0.00	0.00	0.00	0.00	0.00	0.70
270.01		N	RMH	R5	138.23	28.59	5.39	104.25	0.00	0.00	0.00	0.00	0.00	104.25
270.02		N	RM	R5	31.84	0.00	3.84	28.00	0.00	0.00	0.00	0.00	0.00	28.00
270.03		N	RMH	R5	42.34	0.00	7.66	34.68	0.00	0.00	0.00	0.00	0.00	34.68
270.04		N	RM	R5	48.14	0.00	1.82	46.32	0.00	0.00	0.00	0.00	0.00	46.32
270.05 .01		N	HS	R1-6000	22.06	0.00	1.12	20.94	0.00	20.94	0.00	0.00	0.00	0.00
270.05 .02		Y	HS	R1-6000	5.27	0.00	0.88	4.39	0.00	4.39	0.00	0.00	0.00	0.00
270.05 .03		N	HS	R1-6000	9.14	0.00	3.19	5.95	0.00	5.95	0.00	0.00	0.00	0.00
270.06		N	ES	R5	8.47	0.00	0.31	8.16	0.00	8.16	0.00	0.00	0.00	0.00
270.07		N	P-S	R5	5.15	0.00	0.00	5.15	5.15	0.00	0.00	0.00	0.00	0.00
270.08		N	RM	R5	34.86	0.00	3.58	31.28	0.00	0.00	0.00	0.00	0.00	31.28
270.09		N	P-L	R1-6000	58.34	0.00	4.57	53.77	53.77	0.00	0.00	0.00	0.00	0.00
270.10		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
270.11		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
270.12		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
270.13		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
270.14		N	PF-F	R1-6000	1.01	0.00	0.16	0.85	0.00	0.00	0.85	0.00	0.00	0.00
270.15		N	RMH	R5	11.37	2.84	2.40	6.13	0.00	0.00	0.00	0.00	0.00	6.13
271.01		N	RM	R5	57.70	0.00	6.63	51.07	0.00	0.00	0.00	0.00	0.00	51.07
271.02 .01		N	RL	R1-6000	37.96	0.00	4.16	33.80	0.00	0.00	0.00	0.00	0.00	33.80
271.02 .02		Y	RL	R1-6000	1.26	0.00	0.00	1.26	0.00	0.00	0.00	0.00	1.26	0.00
271.03 .01		N	ES	R1-6000	6.26	0.00	0.00	6.26	0.00	6.26	0.00	0.00	0.00	0.00
271.03 .02		Y	ES	R1-6000	2.79	0.00	0.00	2.79	0.00	2.79	0.00	0.00	0.00	0.00
271.03 .03		N	ES	R1-6000	0.57	0.00	0.00	0.57	0.00	0.57	0.00	0.00	0.00	0.00
271.04 .01		N	RH	R5	19.75	0.00	3.33	16.42	0.00	0.00	0.00	0.00	0.00	16.42
271.04 .02		Y	RH	R5	0.22	0.00	0.15	0.07	0.00	0.00	0.00	0.00	0.07	0.00
271.05		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
271.06 .01		N	RL	R1-6000	113.38	0.00	4.09	109.29	0.00	0.00	0.00	0.00	0.00	109.29
271.06 .02		Y	RL	R1-6000	3.64	0.00	0.00	3.64	0.00	0.00	0.00	0.00	3.64	0.00
271.06 .03		N	RL	R1-6000	5.10	0.00	0.00	5.10	0.00	0.00	0.00	0.00	0.00	5.10
271.07 .01		N	RM	R5	33.18	0.00	2.13	31.05	0.00	0.00	0.00	0.00	0.00	31.05
271.07 .02		Y	RM	R5	4.06	0.00	0.16	3.90	0.00	0.00	0.00	0.00	3.90	0.00
271.07 .03		N	RM	R5	4.24	0.00	0.51	3.73	0.00	0.00	0.00	0.00	0.00	3.73
271.08		N	NR	PBC-1	6.87	0.00	1.51	5.36	0.00	0.00	0.00	0.00	0.00	5.36
271.09		N	ES	R5	10.57	0.00	0.00	10.57	0.00	10.57	0.00	0.00	0.00	0.00
271.10		N	RM	R5	50.83	0.00	3.18	47.65	0.00	0.00	0.00	0.00	0.00	47.65
271.11		N	P-S	R5	5.18	0.00	0.00	5.18	5.18	0.00	0.00	0.00	0.00	0.00
271.12		N	PF-T	R-ESTATE	20.24	0.00	2.25	17.99	0.00	0.00	17.99	0.00	0.00	0.00
271.13 .01		N	RVL	R-ESTATE	74.91	0.00	4.97	69.94	0.00	0.00	0.00	0.00	0.00	69.94
271.13 .02		Y	RVL	R-ESTATE	3.72	0.00	0.37	3.35	0.00	0.00	0.00	0.00	3.35	0.00
271.14		N	RM	R5	18.80	0.00	2.12	16.68	0.00	0.00	0.00	0.00	0.00	16.68
271.15 .01		N	P-L	R1-6000	20.74	0.00	0.05	20.69	20.69	0.00	0.00	0.00	0.00	0.00
271.15 .02		Y	P-L	R1-6000	5.07	0.00	0.00	5.07	5.07	0.00	0.00	0.00	0.00	0.00
271.15 .03		N	P-L	R1-6000	9.60	0.00	0.53	9.07	9.07	0.00	0.00	0.00	0.00	0.00

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1988 PARCEL SUB NUMBER #	SUB #	ROCK ISLAND RR?	1988 LANDUSE	1988 ZONING CODE	PARCEL ACRES	PROPOSED PARKWAY	MAJOR ROADS	GROSS ACRES	PARKS / OS	SCHOOL	PUBLIC FACILITIES	EXISTING FLDPLAIN	RAILROAD ACREAGE	NET PLANNING ACRES
271.16		N	P-S	R1-6000	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
271.17 .01		N	P-S	R1-6000	1.29	0.00	0.40	0.89	0.89	0.00	0.00	0.00	0.00	0.00
271.17 .02		Y	P-S	R1-6000	2.70	0.00	0.28	2.43	2.43	0.00	0.00	0.00	0.00	0.00
271.17 .03		N	P-S	R1-6000	0.79	0.00	0.00	0.79	0.79	0.00	0.00	0.00	0.00	0.00
272.01		N	RM	R5	56.48	0.00	7.72	48.76	0.00	0.00	0.00	0.00	0.00	48.76
272.02		N	RL	R1-6000	90.42	0.00	4.76	85.66	0.00	0.00	0.00	0.00	0.00	85.66
272.03		N	ES	R1-6000	7.99	0.00	0.00	7.99	0.00	7.99	0.00	0.00	0.00	0.00
272.04		N	P-S	R1-6000	5.46	0.00	0.00	5.46	5.46	0.00	0.00	0.00	0.00	0.00
272.05		N	RM	R5	24.23	0.00	0.60	23.63	0.00	0.00	0.00	0.00	0.00	23.63
272.06		N	RL	R1-6000	94.33	0.00	9.12	85.21	0.00	0.00	0.00	0.00	0.00	85.21
272.07		N	P-S	R1-6000	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
272.08		N	RL	R1-6000	14.51	0.00	1.48	13.03	0.00	0.00	0.00	0.00	0.00	13.03
272.09		N	RL	R1-6000	55.83	0.00	5.55	50.28	0.00	0.00	0.00	0.00	0.00	50.28
272.10		N	P-S	R1-6000	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
272.11		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
273.01		N	RH	R5	66.48	11.54	6.01	48.93	0.00	0.00	0.00	0.00	0.00	48.93
273.02		N	MS	R5	20.18	0.00	2.85	17.33	0.00	17.33	0.00	0.00	0.00	0.00
273.03		N	PF-W	R5	10.27	2.34	0.00	7.93	0.00	0.00	7.93	0.00	0.00	0.00
273.04		N	RH	R5	37.41	2.84	3.81	30.76	0.00	0.00	0.00	0.00	0.00	30.76
273.05		N	P-L	R5	22.35	0.00	1.38	20.97	20.97	0.00	0.00	0.00	0.00	0.00
274.01		N	ACM	PBC-1	20.97	8.49	0.51	11.97	0.00	0.00	0.00	0.00	0.00	11.97
274.02 .01		N	RM	R5	21.42	0.00	2.30	19.12	0.00	0.00	0.00	0.00	0.00	19.12
274.02 .02		Y	RM	R5	6.03	0.00	0.12	5.91	0.00	0.00	0.00	0.00	5.91	0.00
274.02 .03		N	RM	R5	26.03	0.00	1.09	24.94	0.00	0.00	0.00	0.00	0.00	24.94
274.03 .01		N	PF-P	R5	4.31	0.00	0.07	4.24	0.00	0.00	4.24	0.00	0.00	0.00
274.03 .02		Y	PF-P	R5	2.31	0.00	0.29	2.02	0.00	0.00	2.02	0.00	0.00	0.00
274.03 .03		N	PF-P	R5	1.88	0.00	1.78	0.10	0.00	0.00	0.10	0.00	0.00	0.00
274.04		N	ACL	PBC-2	30.14	3.76	1.46	24.92	0.00	0.00	0.00	0.00	0.00	24.92
274.05		N	P-S	R5	5.23	0.00	0.00	5.23	5.23	0.00	0.00	0.00	0.00	0.00
274.06		N	PF-P	R5	2.39	0.00	0.66	1.73	0.00	0.00	1.73	0.00	0.00	0.00
274.07 .01		N	RM	R5	0.56	0.00	0.48	0.08	0.00	0.00	0.00	0.00	0.00	0.08
274.07 .02		Y	RM	R5	0.23	0.00	0.14	0.09	0.00	0.00	0.00	0.00	0.09	0.00
275.01		N	ACL	PBC-2	46.77	5.14	1.40	40.23	0.00	0.00	0.00	0.00	0.00	40.23
275.02 .01		N	ACM	PBC-2	12.80	0.00	2.34	10.46	0.00	0.00	0.00	0.00	0.00	10.46
275.02 .02		Y	ACM	PBC-2	2.74	0.00	0.26	2.48	0.00	0.00	0.00	0.00	2.48	0.00
275.02 .03		N	ACM	PBC-2	14.94	0.00	2.30	12.64	0.00	0.00	0.00	0.00	0.00	12.64
275.03		N	ACL	PBC-2	43.08	11.94	0.00	31.14	0.00	0.00	0.00	0.00	0.00	31.14
276.01 .01		N	RH	R5	9.32	0.00	0.29	9.03	0.00	0.00	0.00	0.00	0.00	9.03
276.01 .02		Y	RH	R5	1.05	0.00	0.12	0.93	0.00	0.00	0.00	0.00	0.93	0.00
276.01 .03		Y	RH	R5	0.98	0.00	0.00	0.98	0.00	0.00	0.00	0.00	0.98	0.00
276.01 .04		N	RH	R5	1.89	0.00	0.29	1.60	0.00	0.00	0.00	0.00	0.00	1.60
276.01 .05		N	RH	R5	6.52	0.00	0.53	5.99	0.00	0.00	0.00	0.00	0.00	5.99
276.02		N	RH	R5	15.03	0.00	2.20	12.83	0.00	0.00	0.00	0.00	0.00	12.83
276.03		N	RH	R5	20.14	0.00	3.53	16.61	0.00	0.00	0.00	0.00	0.00	16.61
276.04 .01		N	RH	R5	26.72	0.00	3.92	22.80	0.00	0.00	0.00	0.00	0.00	22.80
276.04 .02		Y	RH	R5	0.69	0.00	0.55	0.14	0.00	0.00	0.00	0.00	0.14	0.00

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1988 PARCEL NUMBER	SUB #	ROCK ISLAND RR?	1988 LANDUSE	1988 ZONING CODE	PARCEL ACRES	PROPOSED PARKWAY	MAJOR ROADS	GROSS ACRES	PARKS / OS	SCHOOL	PUBLIC FACILITIES	EXISTING FLDPLAIN	RAILROAD ACREAGE	NET PLANNING ACRES
276.05		N	P-S	R5	3.94	0.00	0.00	3.94	3.94	0.00	0.00	0.00	0.00	0.00
276.06	.01	N	P-S	R5	4.21	0.00	0.00	4.21	4.21	0.00	0.00	0.00	0.00	0.00
276.06	.02	Y	P-S	R5	1.52	0.00	0.00	1.52	1.52	0.00	0.00	0.00	0.00	0.00
276.06	.03	N	P-S	R5	0.71	0.00	0.00	0.71	0.71	0.00	0.00	0.00	0.00	0.00
276.07		N	RH	R5	20.89	0.00	3.75	17.14	0.00	0.00	0.00	0.00	0.00	17.14
276.08	.01	N	RH	R5	3.44	0.00	0.31	3.13	0.00	0.00	0.00	0.00	0.00	3.13
276.08	.02	Y	RH	R5	0.38	0.00	0.00	0.38	0.00	0.00	0.00	0.00	0.38	0.00
276.08	.03	N	RH	R5	0.26	0.00	0.00	0.26	0.00	0.00	0.00	0.00	0.00	0.26
277.01		N	ACL	PBC-2	152.63	0.00	11.01	141.62	0.00	0.00	0.00	0.00	0.00	141.62
277.02		N	ACL	PBC-2	2.90	0.00	0.58	2.32	0.00	0.00	0.00	0.00	0.00	2.32
278.01		N	RH	R5	5.94	0.00	0.54	5.40	0.00	0.00	0.00	0.00	0.00	5.40
278.02		N	ACL	PBC-2	19.15	0.00	3.59	15.56	0.00	0.00	0.00	0.00	0.00	15.56
278.03		N	RH	R5	30.73	0.00	2.73	28.00	0.00	0.00	0.00	0.00	0.00	28.00
278.04		N	ACM	PBC-2	49.73	0.00	6.55	43.18	0.00	0.00	0.00	0.00	0.00	43.18
278.05		N	RH	R5	4.15	0.00	1.24	2.91	0.00	0.00	0.00	0.00	0.00	2.91
278.06		N	RH	R5	10.40	0.00	2.70	7.70	0.00	0.00	0.00	0.00	0.00	7.70
279.01		N	ACL	PBC-2	14.97	0.00	3.66	11.31	0.00	0.00	0.00	0.00	0.00	11.31
279.02		N	ACH	PBC-2	34.03	0.00	5.70	28.33	0.00	0.00	0.00	0.00	0.00	28.33
279.03		N	ACL	PBC-2	21.26	0.00	3.36	17.90	0.00	0.00	0.00	0.00	0.00	17.90
280.01		N	RH	R5	16.39	0.00	3.62	12.77	0.00	0.00	0.00	0.00	0.00	12.77
280.02		N	RM	R5	22.99	0.00	3.17	19.82	0.00	0.00	0.00	0.00	0.00	19.82
280.03		N	RL	R1-6000	13.38	0.00	2.62	10.76	0.00	0.00	0.00	0.00	0.00	10.76
280.04		N	RL	R1-6000	34.49	0.00	5.27	29.22	0.00	0.00	0.00	0.00	0.00	29.22
280.05		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
280.06		N	RM	R5	10.86	0.00	2.27	8.59	0.00	0.00	0.00	0.00	0.00	8.59
280.07		N	RMH	R5	45.77	0.00	10.49	35.28	0.00	0.00	0.00	0.00	0.00	35.28
280.08		N	ES	R5	10.82	0.00	0.00	10.82	0.00	10.82	0.00	0.00	0.00	0.00
280.09		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
280.10		N	P-L	R5	27.50	0.00	1.12	26.38	26.38	0.00	0.00	0.00	0.00	0.00
280.11		N	P-S	R5	5.59	0.00	0.00	5.59	5.59	0.00	0.00	0.00	0.00	0.00
280.12		N	RH	R5	57.12	0.00	5.72	51.40	0.00	0.00	0.00	0.00	0.00	51.40
280.13		N	RM	R5	44.16	0.00	0.38	43.78	0.00	0.00	0.00	0.00	0.00	43.78
280.14		N	RL	R1-6000	3.42	0.00	0.40	3.02	0.00	0.00	0.00	0.00	0.00	3.02
280.15		N	RM	R5	30.28	0.00	5.76	24.52	0.00	0.00	0.00	0.00	0.00	24.52
281.01		N	RH	R5	104.21	0.00	15.79	88.42	0.00	0.00	0.00	0.00	0.00	88.42
281.02		N	R	PBC-2	17.99	0.00	3.96	14.03	0.00	0.00	0.00	0.00	0.00	14.03
281.03		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
282.01		N	P-S	R5	19.85	0.00	4.03	15.82	15.82	0.00	0.00	0.00	0.00	0.00
282.02		N	RM	R5	102.36	0.00	9.26	93.10	0.00	0.00	0.00	0.00	0.00	93.10
282.03		N	RM	R5	35.43	0.00	0.62	34.81	0.00	0.00	0.00	0.00	0.00	34.81
282.04		N	ES	R1-6000	14.48	0.00	2.75	11.73	0.00	11.73	0.00	0.00	0.00	0.00
282.05		N	P-S	R1-6000	9.25	0.00	0.00	9.25	9.25	0.00	0.00	0.00	0.00	0.00
282.06		N	RL	R1-6000	66.04	0.00	9.36	56.68	0.00	0.00	0.00	0.00	0.00	56.68
282.07		N	RL	R1-6000	64.08	0.00	3.98	60.10	0.00	0.00	0.00	0.00	0.00	60.10
282.08		N	P-S	R1-6000	10.28	0.00	0.78	9.50	9.50	0.00	0.00	0.00	0.00	0.00
282.09		N	RL	R1-6000	34.41	0.00	3.44	30.97	0.00	0.00	0.00	0.00	0.00	30.97

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1988 PARCEL SUB NUMBER #	SUB #	ROCK ISLAND RR?	1988 LANDUSE	1988 ZONING CODE	PARCEL ACRES	PROPOSED PARKWAY	MAJOR ROADS	GROSS ACRES	PARKS / OS	SCHOOL	PUBLIC FACILITIES	EXISTING FLDPLAIN	RAILROAD ACREAGE	NET PLANNING ACRES
282.10		N	RL	N/A	2.73	0.00	0.00	2.73	0.00	0.00	0.00	0.00	0.00	2.73
283.01 .02		N	IDP	PIP-2	22.60	0.00	2.72	19.88	0.00	0.00	0.00	0.00	0.00	19.88
283.02		N	R	PBC-2	38.34	0.00	6.21	32.13	0.00	0.00	0.00	0.00	0.00	32.13
284.01 .02		N	IDP	PIP-2	89.64	0.00	6.52	83.12	0.00	0.00	0.00	0.00	0.00	83.12
284.02		N	P-S	R5	14.12	0.00	4.07	10.05	10.05	0.00	0.00	0.00	0.00	0.00
284.03 .01		N	RMH	R5	42.54	0.00	2.69	39.85	0.00	0.00	0.00	0.00	0.00	39.85
284.04 .01		N	HS	R5	30.55	0.00	2.13	28.42	0.00	28.42	0.00	0.00	0.00	0.00
284.04 .02		Y	HS	R5	5.81	0.00	1.20	4.61	0.00	4.61	0.00	0.00	0.00	0.00
284.04 .03		N	HS	R5	5.83	0.00	2.49	3.34	0.00	3.34	0.00	0.00	0.00	0.00
284.05		N	OS	R5	2.78	0.00	0.00	2.78	2.78	0.00	0.00	0.00	0.00	0.00
284.06 .01		N	OS	R5	7.53	0.00	0.86	6.67	6.67	0.00	0.00	0.00	0.00	0.00
284.06 .02		N	OS	R5	0.22	0.00	0.00	0.22	0.22	0.00	0.00	0.00	0.00	0.00
284.07		N	OS	PIP-2	4.38	0.00	0.00	4.38	4.38	0.00	0.00	0.00	0.00	0.00
284.08		N	OS	R5	3.24	0.00	1.23	2.01	2.01	0.00	0.00	0.00	0.00	0.00
285.01 .02		N	RMH	R5	51.59	2.88	4.74	43.97	0.00	0.00	0.00	0.00	0.00	43.97
285.04 .01		N	RM	R5	15.56	0.00	2.80	12.76	0.00	0.00	0.00	0.00	0.00	12.76
285.04 .02		Y	RM	R5	3.75	0.00	0.24	3.51	0.00	0.00	0.00	0.00	3.51	0.00
285.04 .03		N	RM	R5	2.89	0.00	0.00	2.89	0.00	0.00	0.00	0.00	0.00	2.89
285.05 .01		N	MS	R5	19.13	0.00	3.29	15.84	0.00	15.84	0.00	0.00	0.00	0.00
285.06 .01		N	RH	R5	50.90	12.68	1.67	36.55	0.00	0.00	0.00	0.00	0.00	36.55
285.06 .02		Y	RH	R5	3.24	0.79	0.08	2.37	0.00	0.00	0.00	0.00	2.37	0.00
285.06 .03		N	RH	R5	7.84	0.00	1.36	6.48	0.00	0.00	0.00	0.00	0.00	6.48
285.06 .04		Y	RH	R5	1.53	0.00	0.00	1.53	0.00	0.00	0.00	0.00	1.53	0.00
285.07 .01		N	P-S	R5	1.34	0.00	0.00	1.34	1.34	0.00	0.00	0.00	0.00	0.00
285.07 .02		Y	P-S	R5	2.10	0.00	0.00	2.10	2.10	0.00	0.00	0.00	0.00	0.00
285.07 .03		N	P-S	R5	0.56	0.00	0.00	0.56	0.56	0.00	0.00	0.00	0.00	0.00
285.08		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
286.01 .02		Y	OH	OC	7.56	0.00	0.48	7.08	0.00	0.00	0.00	0.00	1.06	6.02
286.01 .03		N	OH	OC	11.32	0.00	3.15	8.17	0.00	0.00	0.00	0.00	0.00	8.17
286.02		N	RH	R5	67.10	11.22	3.88	52.00	0.00	0.00	0.00	0.00	0.00	52.00
286.03		N	RM	R5	19.97	0.00	1.43	18.54	0.00	0.00	0.00	0.00	0.00	18.54
286.04		N	ES	R5	11.83	0.00	0.89	10.94	0.00	10.94	0.00	0.00	0.00	0.00
286.05		N	RM	R5	8.13	0.00	2.21	5.92	0.00	0.00	0.00	0.00	0.00	5.92
286.06		N	RL	R1-6000	32.43	0.00	4.02	28.41	0.00	0.00	0.00	0.00	0.00	28.41
286.07		N	OL	OC	43.76	0.00	3.73	40.03	0.00	0.00	0.00	0.00	0.00	40.03
286.08		N	P-S	OC	9.22	0.00	2.19	7.03	7.03	0.00	0.00	0.00	0.00	0.00
286.09		N	ACM	PBC-2	34.74	0.00	4.15	30.59	0.00	0.00	0.00	0.00	0.00	30.59
286.10		N	ACL	PBC-2	30.20	0.00	0.60	29.60	0.00	0.00	0.00	0.00	0.00	29.60
286.11 .01		N	OL	OC	12.55	0.00	2.44	10.11	0.00	0.00	0.00	0.00	0.00	10.11
286.11 .02		Y	OL	OC	7.07	0.79	0.21	6.07	0.00	0.00	0.00	0.00	-6.70	12.77
286.11 .03		N	OL	OC	17.38	4.59	0.00	12.79	0.00	0.00	0.00	0.00	0.00	12.79
287.01		N	ACH	PBC-2	28.93	0.00	5.15	23.78	0.00	0.00	0.00	0.00	0.00	23.78
287.02		N	ACL	PBC-2	40.45	0.00	5.11	35.34	0.00	0.00	0.00	0.00	0.00	35.34
287.03		N	RMH	R5	52.63	0.00	5.33	47.30	0.00	0.00	0.00	0.00	0.00	47.30
287.04		N	RH	R5	43.97	0.00	6.70	37.27	0.00	0.00	0.00	0.00	0.00	37.27
287.05		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00

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1988 PARCEL SUB NUMBER #	SUB #	ROCK ISLAND RR?	1988 LANDUSE	1988 ZONING CODE	PARCEL ACRES	PROPOSED PARKWAY	MAJOR ROADS	GROSS ACRES	PARKS / OS	SCHOOL	PUBLIC FACILITIES	EXISTING FLDPLAIN	RAILROAD ACREAGE	NET PLANNING ACRES
287.06		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
288.01		N	RMH	R5	125.02	0.00	20.20	104.82	0.00	0.00	0.00	0.00	0.00	104.82
288.02		N	RM	R5	40.53	0.00	8.05	32.48	0.00	0.00	0.00	0.00	0.00	32.48
288.03		N	MS	R5	21.08	0.00	5.06	16.02	0.00	16.02	0.00	0.00	0.00	0.00
288.04		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
288.05		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
288.06		N	P-S	R5	5.01	0.00	0.96	4.05	4.05	0.00	0.00	0.00	0.00	0.00
289.01 .01		N	ID	PIP-2	89.74	0.00	8.53	81.21	0.00	0.00	0.00	0.00	0.00	81.21
289.01 .02		Y	ID	PIP-2	4.77	0.00	2.53	2.24	0.00	0.00	0.00	0.00	2.24	0.00
289.02		N	ID	PIP-2	83.57	0.00	3.87	79.70	0.00	0.00	0.00	0.00	0.00	79.70
289.03		N	IDP	PIP-2	56.89	0.00	6.59	50.30	0.00	0.00	0.00	0.00	0.00	50.30
290.01		N	IDP	PIP-2	74.35	0.00	8.32	66.03	0.00	0.00	0.00	0.00	0.00	66.03
290.02		N	PF-PW	PIP-2	37.47	9.20	1.45	26.82	0.00	0.00	26.82	0.00	0.00	0.00
290.03		N	IDP	PIP-2	13.05	3.95	0.69	8.41	0.00	0.00	0.00	0.00	0.00	8.41
290.04		N	R	PBC-2	11.93	0.00	2.91	9.02	0.00	0.00	0.00	0.00	0.00	9.02
290.05		N	IDP	PIP-2	88.61	12.68	6.97	68.96	0.00	0.00	0.00	0.00	0.00	68.96
290.06		N	IDP	N/A	22.61	11.06	0.85	10.70	0.00	0.00	0.00	0.00	0.00	10.70
291.01		N	RM	R5	32.60	8.87	1.99	21.74	0.00	0.00	0.00	0.00	0.00	21.74
291.02		N	NR	PBC-1	8.18	0.00	1.70	6.48	0.00	0.00	0.00	0.00	0.00	6.48
291.03		N	P-L	R5	25.72	1.74	0.90	23.08	23.08	0.00	0.00	0.00	0.00	0.00
291.04		N	MS	R5	20.71	2.36	2.26	16.09	0.00	16.09	0.00	0.00	0.00	0.00
291.05		N	RMH	R5	29.14	0.00	4.76	24.38	0.00	0.00	0.00	0.00	0.00	24.38
291.06		N	ES	R5	9.80	0.00	1.02	8.78	0.00	8.78	0.00	0.00	0.00	0.00
291.07		N	RM	R5	46.42	0.00	8.42	38.00	0.00	0.00	0.00	0.00	0.00	38.00
291.08		N	RMH	R5	95.31	12.61	7.27	75.43	0.00	0.00	0.00	0.00	0.00	75.43
291.09		N	RM	R5	64.48	0.00	12.06	52.42	0.00	0.00	0.00	0.00	0.00	52.42
291.10		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
291.11		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
291.12		N	RMH	N/A	22.76	12.78	0.00	9.98	0.00	0.00	0.00	0.00	0.00	9.98
292.01		N	RH	R5	101.98	0.00	14.28	87.70	0.00	0.00	0.00	0.00	0.00	87.70
292.02		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
292.03		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
292.04		N	RMH	R5	63.42	0.00	8.36	55.06	0.00	0.00	0.00	0.00	0.00	55.06
292.05		N	R	PBC-2	30.59	0.00	4.82	25.77	0.00	0.00	0.00	0.00	0.00	25.77
293.01		N	ES	R1-6000	9.16	0.00	1.15	8.01	0.00	8.01	0.00	0.00	0.00	0.00
293.03		N	RVL	R-ESTATE	53.04	0.00	2.00	51.04	0.00	0.00	0.00	0.00	0.00	51.04
293.05		N	RL	R1-6000	84.36	0.00	6.06	78.30	0.00	0.00	0.00	0.00	0.00	78.30
293.06		N	RH	R5	60.75	0.00	2.39	58.36	0.00	0.00	0.00	0.00	0.00	58.36
293.09		N	PF-F	R1-6000	1.09	0.00	0.34	0.75	0.00	0.00	0.75	0.00	0.00	0.00
294.01		N	RVL	R-ESTATE(HS)	89.04	0.00	2.28	86.76	0.00	0.00	0.00	0.00	0.00	86.76
294.02		N	RVL	N/A	48.99	0.00	6.40	42.59	0.00	0.00	0.00	0.00	0.00	42.59
294.03		N	P-L	PARK	15.81	0.00	0.00	15.81	15.81	0.00	0.00	0.00	0.00	0.00
294.04 .01	.02	N	P-L	PARK	36.92	0.00	0.00	36.92	36.92	0.00	0.00	0.00	0.00	0.00
294.04 .02		N	P-S	R-ESTATE	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
294.04 .01	.01	N	RVL	R-ESTATE	155.76	1.52	6.51	147.73	0.00	0.00	0.00	0.00	0.00	147.73
294.05		N	ES	R-ESTATE	9.16	0.00	1.09	8.07	0.00	8.07	0.00	0.00	0.00	0.00

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1988 PARCEL SUB NUMBER #	SUB #	ROCK ISLAND RR?	1988 LANDUSE	1988 ZONING CODE	PARCEL ACRES	PROPOSED PARKWAY	MAJOR ROADS	GROSS ACRES	PARKS / OS	SCHOOL	PUBLIC FACILITIES	EXISTING FLDPLAIN	RAILROAD ACREAGE	NET PLANNING ACRES
294.06		N	RVL	R-ESTATE	147.57	7.48	9.60	130.49	0.00	0.00	0.00	0.00	0.00	130.49
294.07	.01	N	P-L	PARK	89.25	0.00	3.89	85.36	85.36	0.00	0.00	0.00	0.00	0.00
294.07	.02	N	P-L	PARK	6.26	0.00	1.49	4.77	4.77	0.00	0.00	0.00	0.00	0.00
294.08		N	P-L	PARK	21.48	0.00	0.00	21.48	21.48	0.00	0.00	0.00	0.00	0.00
295.01		N	RL	R1-6000	40.48	0.00	4.01	36.47	0.00	0.00	0.00	0.00	0.00	36.47
295.02		N	PF-ESS	R1-6000	23.36	0.00	0.00	23.36	0.00	0.00	23.36	0.00	0.00	0.00
295.03		N	RVL	R-ESTATE(HS)	58.16	0.00	2.53	55.63	0.00	0.00	0.00	0.00	0.00	55.63
295.04		N	RVL	N/A	75.14	0.00	6.39	68.75	0.00	0.00	0.00	0.00	0.00	68.75
295.05		N	RVL	R1-9000(HS)	293.98	0.00	11.71	282.27	0.00	0.00	0.00	0.00	0.00	282.27
295.06		N	RVL	R1-9000	24.41	0.00	0.00	24.41	0.00	0.00	0.00	0.00	0.00	24.41
295.07		N	RVL	R1-9000	45.96	0.00	6.17	39.79	0.00	0.00	0.00	0.00	0.00	39.79
295.08		N	HS	R1-6000	44.91	0.00	6.12	38.79	0.00	38.79	0.00	0.00	0.00	0.00
295.09		N	RVL	R1-9000(HS)	7.55	0.00	0.00	7.55	0.00	0.00	0.00	0.00	0.00	7.55
296.01		N	RVL	R1-9000	18.58	0.00	0.00	18.58	0.00	0.00	0.00	0.00	0.00	18.58
296.02		N	RVL	R1-9000	72.82	0.00	4.54	68.28	0.00	0.00	0.00	0.00	0.00	68.28
296.03		N	RL	R1-6000	32.74	0.00	0.00	32.74	0.00	0.00	0.00	0.00	0.00	32.74
296.04		N	RL	R1-6000	19.38	0.00	1.52	17.86	0.00	0.00	0.00	0.00	0.00	17.86
296.05		N	ES	R1-6000	8.11	0.00	0.00	8.11	0.00	8.11	0.00	0.00	0.00	0.00
296.06		N	MS	R1-6000	17.08	0.00	1.27	15.81	0.00	15.81	0.00	0.00	0.00	0.00
296.07		N	P-S	R1-6000	4.92	0.00	0.90	4.02	4.02	0.00	0.00	0.00	0.00	0.00
296.08		N	P-L	R1-6000	39.33	0.00	2.59	36.74	36.74	0.00	0.00	0.00	0.00	0.00
297.01		N	RL	R1-6000	29.87	0.00	4.72	25.15	0.00	0.00	0.00	0.00	0.00	25.15
297.02		N	RL	R1-6000	20.23	0.00	3.49	16.74	0.00	0.00	0.00	0.00	0.00	16.74
297.03		N	RVL	R1-9000(HS)	269.75	0.00	0.00	269.75	0.00	0.00	0.00	0.00	0.00	269.75
297.04		N	RVL	R1-9000(HS)	258.80	0.00	0.00	258.80	0.00	0.00	0.00	0.00	0.00	258.80
297.05		N	ES	R1-9000(HS)	8.12	0.00	0.00	8.12	0.00	8.12	0.00	0.00	0.00	0.00
297.06		N	P-S	R1-9000(HS)	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
297.07		N	RVL	R1-9000(HS)	178.77	0.00	0.00	178.77	0.00	0.00	0.00	0.00	0.00	178.77
297.08		N	ES	R1-6000	14.10	0.00	0.90	13.20	0.00	13.20	0.00	0.00	0.00	0.00
297.09		N	RVL	N/A	9.15	0.00	0.00	9.15	0.00	0.00	0.00	0.00	0.00	9.15
297.10		N	RVL	R1-9000(HS)	20.01	0.00	0.00	20.01	0.00	0.00	0.00	0.00	0.00	20.01
299.03		N	R	PBC-2	9.83	0.00	1.99	7.84	0.00	0.00	0.00	0.00	0.00	7.84
299.04		N	INST	SU	106.12	0.00	17.55	88.57	0.00	0.00	0.00	0.00	0.00	88.57
299.05		N	INST	PBC-2	27.98	0.00	5.25	22.73	0.00	0.00	0.00	0.00	0.00	22.73
300.02	.01	N	R&D	PIP-2	35.04	0.00	6.34	28.70	0.00	0.00	0.00	0.00	0.00	28.70
301.01		N	R&D	PIP-2	261.80	32.29	13.08	216.43	0.00	0.00	0.00	0.00	0.00	216.43
301.02		N	INST	SU	78.66	0.00	8.65	70.01	0.00	0.00	0.00	0.00	0.00	70.01
301.04		N	R&D	PIP-2	83.49	10.05	6.48	66.96	0.00	0.00	0.00	0.00	0.00	66.96
301.05		N	PF-ESS	PIP-2	10.42	0.00	0.00	10.42	0.00	0.00	10.42	0.00	0.00	0.00
301.06		N	INST	PBC-2	16.71	0.00	3.41	13.30	0.00	0.00	0.00	0.00	0.00	13.30
302.01		N	OL	OC	49.66	0.00	7.16	42.50	0.00	0.00	0.00	0.00	0.00	42.50
302.02		N	ACL	PBC-2	42.61	0.00	11.16	31.45	0.00	0.00	0.00	0.00	0.00	31.45
302.03		N	ACL	PBC-2	5.91	0.00	1.03	4.88	0.00	0.00	0.00	0.00	0.00	4.88
303.01		N	INST	PBC-2	20.42	0.00	4.05	16.37	0.00	0.00	0.00	0.00	0.00	16.37
303.02		N	ACM	PBC-2	48.60	0.00	8.42	40.18	0.00	0.00	0.00	0.00	0.00	40.18
304.01		N	OL	OC	69.65	10.48	8.98	50.19	0.00	0.00	0.00	0.00	0.00	50.19

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1988 PARCEL SUB NUMBER #	SUB #	ROCK ISLAND RR?	1988 LANDUSE	1988 ZONING CODE	PARCEL ACRES	PROPOSED PARKWAY	MAJOR ROADS	GROSS ACRES	PARKS / OS	SCHOOL	PUBLIC FACILITIES	EXISTING FLDPLAIN	RAILROAD ACREAGE	NET PLANNING ACRES
305.01		N	ACM	PBC-2	137.75	0.00	22.73	115.02	0.00	0.00	0.00	0.00	0.00	115.02
306.01		N	OM	OC	113.41	22.39	6.56	84.46	0.00	0.00	0.00	0.00	0.00	84.46
307.01		N	RVL	R-ESTATE	173.98	6.67	9.19	158.12	0.00	0.00	0.00	0.00	0.00	158.12
307.02		N	ES	R-ESTATE	9.47	0.00	1.27	8.20	0.00	8.20	0.00	0.00	0.00	0.00
307.03		N	NR	PBC-1	6.91	0.00	1.93	4.98	0.00	0.00	0.00	0.00	0.00	4.98
307.04		N	PF-W	R-ESTATE	14.88	4.34	1.53	9.01	0.00	0.00	9.01	0.00	0.00	0.00
307.05		N	RVL	R-ESTATE	134.61	0.00	11.77	122.84	0.00	0.00	0.00	0.00	0.00	122.84
308.01		N	ES	R1-6000	8.64	0.00	0.68	7.96	0.00	7.96	0.00	0.00	0.00	0.00
308.02		N	P-S	R1-6000	4.68	0.00	0.68	4.00	4.00	0.00	0.00	0.00	0.00	0.00
308.03		N	RL	R1-6000	177.26	33.71	14.24	129.31	0.00	0.00	0.00	0.00	0.00	129.31
308.04		N	P-S	R1-6000	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
309.01		N	P-L	R1-6000	61.85	0.00	4.56	57.29	57.29	0.00	0.00	0.00	0.00	0.00
309.02		N	PF-ESS	R1-6000	25.04	0.00	3.79	21.25	0.00	0.00	21.25	0.00	0.00	0.00
309.03		N	MS	R1-6000	17.27	0.00	1.44	15.83	0.00	15.83	0.00	0.00	0.00	0.00
309.04		N	HS	R1-6000	38.68	0.00	8.14	30.54	0.00	30.54	0.00	0.00	0.00	0.00
309.05		N	P-S	R1-6000	19.68	0.00	6.93	12.75	12.75	0.00	0.00	0.00	0.00	0.00
310.01		N	R	PBC-2	35.45	0.00	3.99	31.46	0.00	0.00	0.00	0.00	0.00	31.46
310.02		N	RL	R1-6000	42.38	0.00	2.40	39.98	0.00	0.00	0.00	0.00	0.00	39.98
310.03		N	ES	R1-6000	8.90	0.00	0.95	7.95	0.00	7.95	0.00	0.00	0.00	0.00
310.04		N	P-S	R1-6000	4.60	0.00	0.00	4.60	4.60	0.00	0.00	0.00	0.00	0.00
310.05		N	RL	R1-6000	26.99	0.00	2.32	24.67	0.00	0.00	0.00	0.00	0.00	24.67
310.06		N	OS	R1-6000	12.50	0.00	2.15	10.35	10.35	0.00	0.00	0.00	0.00	0.00
310.07		N	RL	R1-6000	93.11	0.00	12.66	80.45	0.00	0.00	0.00	0.00	0.00	80.45
310.08		N	RL	R1-6000	81.30	0.00	2.21	79.09	0.00	0.00	0.00	0.00	0.00	79.09
310.09		N	RL	R1-6000	64.32	0.00	5.68	58.64	0.00	0.00	0.00	0.00	0.00	58.64
310.10		N	PF-P	R1-6000	7.90	0.00	0.78	7.12	0.00	0.00	7.12	0.00	0.00	0.00
310.12		N	RL	N/A	27.21	0.00	0.75	26.46	0.00	0.00	0.00	0.00	0.00	26.46
310.13		N	P-S	R1-6000	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
310.14		N	P-S	R1-6000	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
311.05		N	R&D	PIP-2	47.78	0.00	4.38	43.40	0.00	0.00	0.00	0.00	0.00	43.40
311.06		N	R&D	PIP-2	106.15	0.00	9.56	96.59	0.00	0.00	0.00	0.00	0.00	96.59
311.07		N	P-L	OC	30.70	0.00	7.78	22.92	22.92	0.00	0.00	0.00	0.00	0.00
311.08		N	OL	OC	14.18	0.00	1.31	12.87	0.00	0.00	0.00	0.00	0.00	12.87
311.09		N	R&D	PIP-2	64.40	0.00	9.56	54.84	0.00	0.00	0.00	0.00	0.00	54.84
311.10		N	OL	OC	26.80	0.00	4.48	22.32	0.00	0.00	0.00	0.00	0.00	22.32
311.11		N	R&D	PIP-2	15.29	0.00	1.81	13.48	0.00	0.00	0.00	0.00	0.00	13.48
312.01		N	RH	R5	30.06	0.00	8.11	21.95	0.00	0.00	0.00	0.00	0.00	21.95
312.02		N	OL	OC	70.95	0.00	11.91	59.04	0.00	0.00	0.00	0.00	0.00	59.04
312.03		N	RH	R5	90.04	0.00	12.53	77.51	0.00	0.00	0.00	0.00	0.00	77.51
312.04		N	OL	OC	37.69	0.00	7.92	29.77	0.00	0.00	0.00	0.00	0.00	29.77
313.02		N	ACL	PBC-2	21.98	0.00	3.34	18.64	0.00	0.00	0.00	0.00	0.00	18.64
314.01		N	ACL	PBC-2	48.75	0.00	10.60	38.15	0.00	0.00	0.00	0.00	0.00	38.15
315.03		N	OL	OC	52.21	9.92	4.78	37.51	0.00	0.00	0.00	0.00	0.00	37.51
316.01		N	RM	R5	195.39	17.91	18.38	159.10	0.00	0.00	0.00	0.00	0.00	159.10
316.02		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
317.01		N	R&D	PIP-2	50.27	9.02	0.75	40.50	0.00	0.00	0.00	0.00	0.00	40.50

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1988 PARCEL SUB NUMBER #	SUB #	ROCK ISLAND RR?	1988 LANDUSE	1988 ZONING CODE	PARCEL ACRES	PROPOSED PARKWAY	MAJOR ROADS	GROSS ACRES	PARKS / OS	SCHOOL	PUBLIC FACILITIES	EXISTING FLDPLAIN	RAILROAD ACREAGE	NET PLANNING ACRES
317.02		N	R&D	PIP-2	60.41	4.13	3.50	52.78	0.00	0.00	0.00	0.00	0.00	52.78
318.01		N	RMH	R5	18.07	0.00	3.03	15.04	0.00	0.00	0.00	0.00	0.00	15.04
318.02		N	P-S	R1-6000	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
318.03		N	ES	R5	7.99	0.00	0.00	7.99	0.00	7.99	0.00	0.00	0.00	0.00
318.04		N	RM	R5	22.85	0.00	4.03	18.82	0.00	0.00	0.00	0.00	0.00	18.82
318.05		N	RL	R1-6000	39.68	0.00	2.36	37.32	0.00	0.00	0.00	0.00	0.00	37.32
318.06		N	RM	R5	49.54	0.00	5.13	44.41	0.00	0.00	0.00	0.00	0.00	44.41
318.07		N	RMH	R5	49.12	0.00	5.40	43.72	0.00	0.00	0.00	0.00	0.00	43.72
318.08		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
319.01		N	RL	R1-6000	55.87	0.00	10.26	45.61	0.00	0.00	0.00	0.00	0.00	45.61
319.02		N	P-L	R1-6000	45.07	0.00	0.53	44.54	44.54	0.00	0.00	0.00	0.00	0.00
319.03		N	ES	R1-6000	12.33	0.00	0.96	11.37	0.00	11.37	0.00	0.00	0.00	0.00
319.04		N	NR	PBC-1	6.87	0.00	1.87	5.00	0.00	0.00	0.00	0.00	0.00	5.00
319.05		N	RL	R1-6000	74.43	0.00	5.18	69.25	0.00	0.00	0.00	0.00	0.00	69.25
319.06		N	RL	R1-6000	22.69	0.00	3.15	19.54	0.00	0.00	0.00	0.00	0.00	19.54
319.07		N	RM	R5	55.90	0.00	6.23	49.67	0.00	0.00	0.00	0.00	0.00	49.67
319.08		N	RM	R5	40.62	0.00	5.10	35.52	0.00	0.00	0.00	0.00	0.00	35.52
319.09		N	ES	R1-6000	8.06	0.00	0.00	8.06	0.00	8.06	0.00	0.00	0.00	0.00
319.10		N	P-S	R1-6000	6.63	0.00	0.00	6.63	6.63	0.00	0.00	0.00	0.00	0.00
319.11		N	RMH	R5	23.64	0.00	1.93	21.71	0.00	0.00	0.00	0.00	0.00	21.71
319.12		N	MS	R1-6000	33.98	0.00	1.71	32.27	0.00	32.27	0.00	0.00	0.00	0.00
319.13		N	RL	R1-6000	13.41	0.00	1.29	12.12	0.00	0.00	0.00	0.00	0.00	12.12
319.14		N	P-S	R1-6000	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
319.15		N	P-S	R5	2.09	0.00	0.00	2.09	2.09	0.00	0.00	0.00	0.00	0.00
319.16		N	ES	R1-6000	11.57	0.00	2.73	8.84	0.00	8.84	0.00	0.00	0.00	0.00
319.17		N	P-S	R1-6000	1.91	0.00	0.00	1.91	1.91	0.00	0.00	0.00	0.00	0.00
319.18		N	RL	R1-6000	11.92	0.00	0.00	11.92	0.00	0.00	0.00	0.00	0.00	11.92
320.01		N	RL	R1-6000	53.31	0.00	4.28	49.03	0.00	0.00	0.00	0.00	0.00	49.03
320.02		N	RL	R1-6000	43.51	0.00	5.08	38.43	0.00	0.00	0.00	0.00	0.00	38.43
320.06		N	RL	R1-6000	77.22	0.00	6.45	70.77	0.00	0.00	0.00	0.00	0.00	70.77
321.01 .01		N	OL	OC	68.57	0.00	5.14	63.43	0.00	0.00	0.00	0.00	0.00	63.43
321.02		N	R&D	PIP-2	34.38	0.00	3.70	30.68	0.00	0.00	0.00	0.00	0.00	30.68
321.03		N	R	PBC-2	8.29	0.00	1.21	7.08	0.00	0.00	0.00	0.00	0.00	7.08
321.04 .01		N	R&D	PIP-2	18.22	0.00	2.33	15.89	0.00	0.00	0.00	0.00	0.00	15.89
321.05		N	PF-W	OC	13.17	0.00	5.15	8.02	0.00	0.00	8.02	0.00	0.00	0.00
322.01		N	RM	R5	108.41	0.00	8.58	99.83	0.00	0.00	0.00	0.00	0.00	99.83
322.02		N	RMH	R5	53.23	11.14	2.42	39.67	0.00	0.00	0.00	0.00	0.00	39.67
322.03		N	P-L	R5	23.19	0.00	1.95	21.24	21.24	0.00	0.00	0.00	0.00	0.00
322.04		N	ES	R5	7.94	0.00	0.00	7.94	0.00	7.94	0.00	0.00	0.00	0.00
322.05		N	MS	R5	17.01	0.00	0.88	16.13	0.00	16.13	0.00	0.00	0.00	0.00
322.06		N	RMH	R5	114.16	2.94	2.79	108.43	0.00	0.00	0.00	0.00	0.00	108.43
322.07		N	RMH	R5	22.96	4.26	3.48	15.22	0.00	0.00	0.00	0.00	0.00	15.22
322.08		N	RM	R5	60.31	2.78	0.00	57.53	0.00	0.00	0.00	0.00	0.00	57.53
322.09		N	RMH	R5	22.67	8.56	0.00	14.11	0.00	0.00	0.00	0.00	0.00	14.11
322.11		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
322.12		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00

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1988 PARCEL SUB NUMBER #	SUB #	ROCK ISLAND RR?	1988 LANDUSE	1988 ZONING CODE	PARCEL ACRES	PROPOSED PARKWAY	MAJOR ROADS	GROSS ACRES	PARKS / OS	SCHOOL	PUBLIC FACILITIES	EXISTING FLDPLAIN	RAILROAD ACREAGE	NET PLANNING ACRES
322.13		N	ES	R5	10.14	0.00	1.13	9.01	0.00	9.01	0.00	0.00	0.00	0.00
323.01		N	RM	R5	113.19	11.26	5.24	96.69	0.00	0.00	0.00	0.00	0.00	96.69
323.02		N	RMH	R5	98.39	19.06	2.39	76.94	0.00	0.00	0.00	0.00	0.00	76.94
323.03		N	P-L	R1-6000	32.70	0.00	0.00	32.70	32.70	0.00	0.00	0.00	0.00	0.00
323.04		N	ES	R1-6000	9.14	0.00	0.54	8.60	0.00	8.60	0.00	0.00	0.00	0.00
323.05		N	MS	R1-6000	17.11	0.00	0.62	16.49	0.00	16.49	0.00	0.00	0.00	0.00
323.06		N	RL	R1-6000	106.18	0.00	7.80	98.38	0.00	0.00	0.00	0.00	0.00	98.38
323.07		N	NR	PBC-1	10.94	0.00	1.83	9.11	0.00	0.00	0.00	0.00	0.00	9.11
323.08		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
323.09		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
323.10		N	P-S	R1-6000	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
324.01		N	RL	R1-6000	166.81	0.00	17.34	149.47	0.00	0.00	0.00	0.00	0.00	149.47
324.02		N	NR	PBC-1	6.77	0.00	1.69	5.08	0.00	0.00	0.00	0.00	0.00	5.08
324.03		N	RM	R5	128.34	0.00	14.35	113.99	0.00	0.00	0.00	0.00	0.00	113.99
324.04		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
324.05		N	ES	R5	8.91	0.00	0.84	8.07	0.00	8.07	0.00	0.00	0.00	0.00
324.06		N	P-S	R1-6000	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
324.07		N	P-S	R1-6000	3.97	0.00	0.00	3.97	3.97	0.00	0.00	0.00	0.00	0.00
324.08		N	ES	R1-6000	9.33	0.00	1.31	8.02	0.00	8.02	0.00	0.00	0.00	0.00
324.09		N	ES	R1-6000	9.12	0.00	1.14	7.98	0.00	7.98	0.00	0.00	0.00	0.00
325.01		N	R	PBC-2	23.71	0.00	4.68	19.03	0.00	0.00	0.00	0.00	0.00	19.03
325.02		N	RM	R5	59.52	0.00	6.03	53.49	0.00	0.00	0.00	0.00	0.00	53.49
325.03		N	HS	R1-6000	35.32	0.00	5.17	30.15	0.00	30.15	0.00	0.00	0.00	0.00
325.04		N	P-L	R1-6000	75.61	0.00	9.25	66.36	66.36	0.00	0.00	0.00	0.00	0.00
325.05		N	MS	R1-6000	19.29	0.00	3.28	16.01	0.00	16.01	0.00	0.00	0.00	0.00
326.01		N	RL	R1-6000	64.11	0.00	1.94	62.17	0.00	0.00	0.00	0.00	0.00	62.17
326.02		N	P-L	R1-6000	36.28	0.00	1.66	34.62	34.62	0.00	0.00	0.00	0.00	0.00
326.03		N	R	PBC-2	9.53	0.00	2.43	7.10	0.00	0.00	0.00	0.00	0.00	7.10
326.04		N	RL	R1-6000	64.21	0.00	4.47	59.74	0.00	0.00	0.00	0.00	0.00	59.74
326.05		N	ES	R5	8.34	0.00	0.48	7.86	0.00	7.86	0.00	0.00	0.00	0.00
326.06		N	P-S	R1-6000	7.07	0.00	0.00	7.07	7.07	0.00	0.00	0.00	0.00	0.00
326.07		N	P-S	R5	5.94	0.00	0.00	5.94	5.94	0.00	0.00	0.00	0.00	0.00
326.08		N	ES	R1-5	8.81	0.00	0.83	7.98	0.00	7.98	0.00	0.00	0.00	0.00
326.09		N	RM	R5	97.82	0.00	6.05	91.77	0.00	0.00	0.00	0.00	0.00	91.77
326.10		N	RL	R1-6000	55.01	0.00	2.94	52.07	0.00	0.00	0.00	0.00	0.00	52.07
326.11		N	RL	R1-6000	104.84	0.00	8.27	96.57	0.00	0.00	0.00	0.00	0.00	96.57
326.12		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
327.01		N	RL	R1-6000	133.08	0.00	14.54	118.54	0.00	0.00	0.00	0.00	0.00	118.54
327.02		N	ES	R1-6000	8.84	0.00	0.80	8.04	0.00	8.04	0.00	0.00	0.00	0.00
327.03		N	P-S	R1-6000	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
329.01		N	PF-PW	PIP-2	38.71	8.71	3.29	26.71	0.00	0.00	26.71	0.00	0.00	0.00
329.02		N	PF-ESS	PIP-2	4.28	2.02	0.00	2.26	0.00	0.00	2.26	0.00	0.00	0.00
329.04		N	PF-PW	PIP-2	4.25	0.00	1.93	2.32	0.00	0.00	2.32	0.00	0.00	0.00
329.05		N	PF-ESS	PIP-2	12.67	1.74	1.68	9.25	0.00	0.00	9.25	0.00	0.00	0.00
330.01		N	RMH	R5	180.02	19.24	3.97	156.81	0.00	0.00	0.00	0.00	0.00	156.81
330.02		N	RL	R1-6000	60.56	0.00	6.94	53.62	0.00	0.00	0.00	0.00	0.00	53.62

**BANNING-LEWIS RANCH MASTER PLAN - 2006**  
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1988 PARCEL SUB NUMBER #	SUB #	ROCK ISLAND RR?	1988 LANDUSE	1988 ZONING CODE	PARCEL ACRES	PROPOSED PARKWAY	MAJOR ROADS	GROSS ACRES	PARKS / OS	SCHOOL	PUBLIC FACILITIES	EXISTING FLDPLAIN	RAILROAD ACREAGE	NET PLANNING ACRES
330.03		N	P-S	R1-6000	4.40	0.00	0.43	3.97	3.97	0.00	0.00	0.00	0.00	0.00
330.04		N	ES	R1-6000	21.14	0.00	0.61	20.53	0.00	20.53	0.00	0.00	0.00	0.00
330.05		N	RL	R1-6000	60.51	0.00	10.00	50.51	0.00	0.00	0.00	0.00	0.00	50.51
330.06		N	RL	R1-6000	77.53	0.00	9.15	68.38	0.00	0.00	0.00	0.00	0.00	68.38
330.07		N	ES	R5	9.70	0.00	0.00	9.70	0.00	9.70	0.00	0.00	0.00	0.00
330.08		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
330.09		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
330.10		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
330.11		N	MS	R5	20.31	0.00	1.63	18.68	0.00	18.68	0.00	0.00	0.00	0.00
330.12		N	RMH	R5	14.08	6.82	0.00	7.26	0.00	0.00	0.00	0.00	0.00	7.26
331.01		N	R	PBC-2	23.33	0.00	4.83	18.50	0.00	0.00	0.00	0.00	0.00	18.50
331.02		N	RM	R5	41.64	0.00	6.21	35.43	0.00	0.00	0.00	0.00	0.00	35.43
331.03		N	RM	R5	23.33	0.00	2.35	20.98	0.00	0.00	0.00	0.00	0.00	20.98
331.04		N	ES	R5	8.74	0.00	0.73	8.01	0.00	8.01	0.00	0.00	0.00	0.00
331.05		N	NR	PBC-1	6.10	0.00	1.61	4.49	0.00	0.00	0.00	0.00	0.00	4.49
331.06		N	RM	R5	129.65	0.00	10.05	119.60	0.00	0.00	0.00	0.00	0.00	119.60
331.07		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
331.08		N	P-S	R5	5.03	0.00	0.00	5.03	5.03	0.00	0.00	0.00	0.00	0.00
331.09		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
331.10		N	P-S	R5	5.17	0.00	0.00	5.17	5.17	0.00	0.00	0.00	0.00	0.00
331.11		N	PF-F	R5	1.81	0.00	0.79	1.02	0.00	0.00	1.02	0.00	0.00	0.00
332.01		N	RL	R1-6000	54.17	0.00	3.03	51.14	0.00	0.00	0.00	0.00	0.00	51.14
332.02		N	RMH	R5	64.29	0.00	4.00	60.29	0.00	0.00	0.00	0.00	0.00	60.29
332.03		N	R	PBC-2	31.46	0.00	4.46	27.00	0.00	0.00	0.00	0.00	0.00	27.00
332.04		N	P-L	R1-6000	43.58	0.00	1.18	42.40	42.40	0.00	0.00	0.00	0.00	0.00
332.05		N	P-S	R1-6000	22.66	0.00	0.00	22.66	22.66	0.00	0.00	0.00	0.00	0.00
332.06		N	MS	R1-6000	23.61	0.00	2.43	21.18	0.00	21.18	0.00	0.00	0.00	0.00
332.07		N	RL	R1-6000	108.01	0.00	5.74	102.27	0.00	0.00	0.00	0.00	0.00	102.27
332.08		N	P-S	R1-6000	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
332.09		N	ES	R1-6000	8.44	0.00	0.44	8.00	0.00	8.00	0.00	0.00	0.00	0.00
332.10		N	RM	R1-6000	48.14	0.00	4.84	43.30	0.00	0.00	0.00	0.00	0.00	43.30
333.01		N	MS	R1-6000	22.03	0.00	2.66	19.37	0.00	19.37	0.00	0.00	0.00	0.00
333.02		N	RL	R1-6000	157.95	0.00	10.43	147.52	0.00	0.00	0.00	0.00	0.00	147.52
333.03		N	ES	R1-6000	8.85	0.00	0.80	8.05	0.00	8.05	0.00	0.00	0.00	0.00
333.04		N	P-S	R1-6000	4.03	0.00	0.00	4.03	4.03	0.00	0.00	0.00	0.00	0.00
333.05		N	RL	R1-6000	62.96	0.00	6.42	56.54	0.00	0.00	0.00	0.00	0.00	56.54
333.06		N	RL	R1-6000	43.95	0.00	5.67	38.28	0.00	0.00	0.00	0.00	0.00	38.28
333.07		N	HS	R1-6000	48.94	0.00	7.85	41.09	0.00	41.09	0.00	0.00	0.00	0.00
336.01		N	R&D	PIP-2	210.13	9.13	5.86	195.14	0.00	0.00	0.00	0.00	0.00	195.14
336.02		N	RL	R1-6000	152.07	0.00	13.76	138.31	0.00	0.00	0.00	0.00	0.00	138.31
336.03		N	R&D	PIP-2	91.16	25.19	0.00	65.97	0.00	0.00	0.00	0.00	0.00	65.97
337.01		N	RL	R1-6000	111.40	0.00	8.07	103.33	0.00	0.00	0.00	0.00	0.00	103.33
337.02		N	ES	R1-6000	8.96	0.00	1.02	7.94	0.00	7.94	0.00	0.00	0.00	0.00
337.03		N	P-S	R1-6000	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
337.04		N	P-S	R1-6000	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
337.05		N	RM	R5	71.39	0.00	0.84	70.55	0.00	0.00	0.00	0.00	0.00	70.55

**BANNING-LEWIS RANCH MASTER PLAN - 2006  
CPC MP 05-140 / CPC MP 87-381**

1988 PARCEL NUMBER	SUB #	ROCK ISLAND RR?	1988 LANDUSE	1988 ZONING CODE	PARCEL ACRES	PROPOSED PARKWAY	MAJOR ROADS	GROSS ACRES	PARKS / OS	SCHOOL	PUBLIC FACILITIES	EXISTING FLDPLAIN	RAILROAD ACREAGE	NET PLANNING ACRES
337.06		N	RL	R1-6000	81.70	0.00	6.63	75.07	0.00	0.00	0.00	0.00	0.00	75.07
338.01		N	RL	R1-6000	22.21	0.00	1.10	21.11	0.00	0.00	0.00	0.00	0.00	21.11
338.02		N	RM	R5	40.73	0.00	0.88	39.85	0.00	0.00	0.00	0.00	0.00	39.85
338.03		N	NR	PBC-1	8.21	0.00	1.58	6.63	0.00	0.00	0.00	0.00	0.00	6.63
338.04		N	RM	R5	48.57	0.00	5.76	42.81	0.00	0.00	0.00	0.00	0.00	42.81
338.06		N	ES	R5	9.92	0.00	0.82	9.10	0.00	9.10	0.00	0.00	0.00	0.00
338.07		N	RM	R5	85.90	0.00	7.43	78.47	0.00	0.00	0.00	0.00	0.00	78.47
338.09		N	PF-ESS	R5	13.59	0.00	0.00	13.59	0.00	0.00	13.59	0.00	0.00	0.00
339.01		N	RL	R1-6000	55.81	0.00	6.13	49.68	0.00	0.00	0.00	0.00	0.00	49.68
339.02		N	RL	R1-6000	111.71	0.00	7.57	104.14	0.00	0.00	0.00	0.00	0.00	104.14

CURRENT PARCEL NUMBER	SUB #	SUB #	RR?	CURRENT LANDUSE	CURRENT ZONING CODE	PARCEL ACRES	PROPOSED PARKWAY	MAJOR ROADS	GROSS ACRES	PARKS / OS	SCHOOLS	PUBLIC FACILITIES	RAILROAD ACREAGE	NET PLANNING ACRES
<b>Area outside Colorado Centre</b>														
<b>Total</b>						<b>20787.59</b>	<b>711.43</b>	<b>1733.63</b>	<b>18342.53</b>	<b>1914.85</b>	<b>833.33</b>	<b>210.06</b>	<b>27.14</b>	<b>15357.15</b>

**PARCELS WITHIN THE COLORADO CENTRE BOUNDARY**

341.01		N	R&D	PIP-2	39.20	0.00	7.13	32.07	0.00	0.00	0.00	0.00	0.00	32.07
341.07		N	R&D	PIP-2	22.45	5.28	1.20	15.97	0.00	0.00	0.00	0.00	0.00	15.97
341.11		N	R&D	PIP-2	65.93	12.00	5.49	48.44	0.00	0.00	0.00	0.00	0.00	48.44
341.09		N	R&D	PIP-2	57.78	9.97	2.57	45.24	0.00	0.00	0.00	0.00	0.00	45.24
340.02		N	AI	M2	55.73	0.00	4.51	51.22	0.00	0.00	0.00	0.00	0.00	51.22
341.03		N	R&D	PIP-2	22.40	0.00	4.83	17.57	0.00	0.00	0.00	0.00	0.00	17.57
341.08		N	R&D	PIP-2	78.58	0.00	5.00	73.58	0.00	0.00	0.00	0.00	0.00	73.58
341.10		N	R&D	PIP-2	17.39	2.18	0.52	14.69	0.00	0.00	0.00	0.00	0.00	14.69
338.08		N	PF-T	R5	8.59	0.00	0.39	8.20	0.00	0.00	8.20	0.00	0.00	0.00
338.12		N	PF-T	R5	9.28	0.00	0.00	9.28	0.00	0.00	9.28	0.00	0.00	0.00
342.09		N	PF-PF	R5	20.86	11.39	1.94	7.53	0.00	0.00	7.53	0.00	0.00	0.00
338.05		N	P-S	R5	8.52	0.00	0.00	8.52	8.52	0.00	0.00	0.00	0.00	0.00
338.10		N	RM	R5	83.65	0.00	0.96	82.69	0.00	0.00	0.00	0.00	0.00	82.69
338.11		N	RM	N/A	66.02	0.00	0.59	65.43	0.00	0.00	0.00	0.00	0.00	65.43
342.01		N	R	PBC-2	30.89	8.15	4.42	18.32	0.00	0.00	0.00	0.00	0.00	18.32
342.02		N	RL	R1-6000	76.74	8.75	2.67	65.32	0.00	0.00	0.00	0.00	0.00	65.32
342.03		N	RL	R1-6000	23.75	0.00	1.71	22.04	0.00	0.00	0.00	0.00	0.00	22.04
342.06		N	MS	R1-6000	17.58	0.00	0.66	16.92	0.00	16.92	0.00	0.00	0.00	0.00
342.10		N	RH	R5	51.72	0.00	6.12	45.60	0.00	0.00	0.00	0.00	0.00	45.60
342.11		N	P-S	R1-6000	7.20	0.00	0.00	7.20	7.20	0.00	0.00	0.00	0.00	0.00
342.12 .03		N	HS	R1-6000	32.45	0.00	2.23	30.22	0.00	30.22	0.00	0.00	0.00	0.00
342.12 .02		N	P-L	R1-6000	30.65	0.00	3.28	27.37	27.37	0.00	0.00	0.00	0.00	0.00
342.12 .04		N	RH	R5	34.87	0.00	8.94	25.93	0.00	0.00	0.00	0.00	0.00	25.93
342.12 .01		N	RL	R1-6000	91.17	0.00	3.14	88.03	0.00	0.00	0.00	0.00	0.00	88.03
342.15		N	RL	R1-6000	31.19	0.00	3.01	28.18	0.00	0.00	0.00	0.00	0.00	28.18
343.01		N	RL	R1-6000	62.62	0.00	7.46	55.16	0.00	0.00	0.00	0.00	0.00	55.16
343.02 .03		N	ES	R1-6000	8.74	0.00	0.75	7.99	0.00	7.99	0.00	0.00	0.00	0.00

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1988 PARCEL NUMBER	SUB #	ROCK ISLAND RR?	1988 LANDUSE	1988 ZONING CODE	PARCEL ACRES	PROPOSED PARKWAY	MAJOR ROADS	GROSS ACRES	PARKS / OS	SCHOOL	PUBLIC FACILITIES	EXISTING FLDPLAIN	RAILROAD ACREAGE	NET PLANNING ACRES
343.02	.02	N	P-L	R1-6000	15.93	0.00	0.94	14.99	14.99	0.00	0.00	0.00	0.00	0.00
343.02	.04	N	P-S	R1-6000	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
343.02	.01	N	RL	R1-6000	25.57	0.00	1.51	24.06	0.00	0.00	0.00	0.00	0.00	24.06
343.02	.05	N	RL	R1-6000	41.30	0.00	9.72	31.58	0.00	0.00	0.00	0.00	0.00	31.58
343.03		N	ES	R1-6000	8.88	0.00	0.79	8.09	0.00	8.09	0.00	0.00	0.00	0.00
344.01		N	IDP	PIP-2	29.50	0.00	4.95	24.55	0.00	0.00	0.00	0.00	0.00	24.55
344.02		N	PF-ESS	PIP-2	10.28	0.00	0.00	10.28	0.00	0.00	10.28	0.00	0.00	0.00
346.02		N	IDP	PIP-2	23.55	0.00	3.76	19.79	0.00	0.00	0.00	0.00	0.00	19.79
347.01		N	RM	R5	108.71	22.16	4.34	82.21	0.00	0.00	0.00	0.00	0.00	82.21
347.04	.01	N	RL	R1-6000	234.15	0.00	17.31	216.84	0.00	0.00	0.00	0.00	0.00	216.84
347.05		N	P-S	R1-6000	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
347.06		N	ES	R1-6000	7.95	0.00	0.00	7.95	0.00	7.95	0.00	0.00	0.00	0.00
347.07		N	OL	OC	109.98	0.00	4.60	105.38	0.00	0.00	0.00	0.00	0.00	105.38
347.08		N	PF-P	OC	2.67	0.00	0.62	2.05	0.00	0.00	2.05	0.00	0.00	0.00
347.09		N	RH	R5	39.63	0.00	5.73	33.90	0.00	0.00	0.00	0.00	0.00	33.90
347.11		N	P-S	R5	4.00	0.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00
348.01	.01	N	RL	R1-6000	247.12	0.00	20.65	226.47	0.00	0.00	0.00	0.00	0.00	226.47
348.03		N	ES	R1-6000	7.99	0.00	0.00	7.99	0.00	7.99	0.00	0.00	0.00	0.00
348.05		N	P-S	R1-6000	4.01	0.00	0.00	4.01	4.01	0.00	0.00	0.00	0.00	0.00
349.01		N	IDP	PIP-2	148.15	0.00	19.40	128.75	0.00	0.00	0.00	0.00	0.00	128.75
349.02		N	ID	M2	185.67	0.00	13.49	172.18	0.00	0.00	0.00	0.00	0.00	172.18
349.03		N	ID	M2	87.30	0.00	4.87	82.43	0.00	0.00	0.00	0.00	0.00	82.43
350.01		N	IDP	PIP-2	128.93	0.00	9.35	119.58	0.00	0.00	0.00	0.00	0.00	119.58
350.02		N	ID	M2	69.62	0.00	6.40	63.22	0.00	0.00	0.00	0.00	0.00	63.22
350.03		N	ID	M2	43.97	12.63	0.52	30.82	0.00	0.00	0.00	0.00	0.00	30.82
350.04		N	ID	M2	302.00	0.00	3.69	298.31	0.00	0.00	0.00	0.00	0.00	298.31
<b>RANCHO COLORADO AMENDMENT</b>														
1344.01		N	R&D	PUD	60.53	0.00	5.12	55.41	0.00	0.00	0.00	0.00	0.00	55.41
1344.02		N	Re2	PUD	23.55	0.00	4.08	19.47	0.00	0.00	0.00	0.00	0.00	19.47
1345.01		N	Rc	PUD	32.18	0.00	2.77	29.41	0.00	0.00	0.00	0.00	0.00	29.41
1345.02		N	Rc	PUD	123.70	0.00	4.64	119.06	0.00	0.00	0.00	0.00	0.00	119.06
1345.03		N	P	PUD	5.00	0.00	0.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00
1345.04		N	Re2	PUD	32.90	14.02	1.42	17.46	0.00	0.00	0.00	0.00	0.00	17.46
1346.01		N	CC	PUD	35.40	0.00	6.07	29.33	0.00	0.00	0.00	0.00	0.00	29.33
1346.02		N	CC	PUD	31.77	13.45	2.17	16.15	0.00	0.00	0.00	0.00	0.00	16.15
1346.03		N	Rc	PUD	64.02	0.00	5.60	58.42	0.00	0.00	0.00	0.00	0.00	58.42
1346.04		N	Re2	PUD	40.56	0.00	1.16	39.40	0.00	0.00	0.00	0.00	0.00	39.40
1346.05		N	P	PUD	5.75	0.00	0.75	5.00	5.00	0.00	0.00	0.00	0.00	0.00
1346.06		N	MS	PUD	28.32	0.00	0.32	28.00	0.00	28.00	0.00	0.00	0.00	0.00
1346.07		N	Rc	PUD	69.13	5.28	3.51	60.34	0.00	0.00	0.00	0.00	0.00	60.34
1346.08		N	OS	PUD	19.67	12.67	0.00	7.00	7.00	0.00	0.00	0.00	0.00	0.00
1346.09		N	DF	PUD	26.73	5.88	0.00	20.85	20.85	0.00	0.00	0.00	0.00	0.00
CURRENT PARCEL NUMBER	SUB #	SUB #	RR?	CURRENT LANDUSE	CURRENT ZONING CODE	PARCEL ACRES	PROPOSED PARKWAY	MAJOR ROADS	GROSS ACRES	PARKS / OS	SCHOOLS	PUBLIC FACILITIES	RAILROAD ACREAGE	NET PLANNING ACRES

**BANNING-LEWIS RANCH MASTER PLAN - 2006**  
**CPC MP 05-140 / CPC MP 87-381**

1988 PARCEL SUB NUMBER #	SUB #	ROCK ISLAND RR?	1988 LANDUSE	1988 ZONING CODE	PARCEL ACRES	PROPOSED PARKWAY	MAJOR ROADS	GROSS ACRES	PARKS / OS	SCHOOL	PUBLIC FACILITIES	EXISTING FLDPLAIN	RAILROAD ACREAGE	NET PLANNING ACRES
<b>Colorado Centre</b>														
<b>Total</b>					<b>3550.02</b>	<b>143.81</b>	<b>249.77</b>	<b>3156.44</b>	<b>111.94</b>	<b>107.16</b>	<b>37.34</b>		<b>0.00</b>	<b>2900.00</b>
<b>TOTAL</b>					<b>24,337.61</b>	<b>855.24</b>	<b>1,983.40</b>	<b>21,498.97</b>	<b>2,026.79</b>	<b>940.49</b>	<b>247.40</b>	<b>0.00</b>	<b>27.14</b>	<b>18,257.15</b>

**Planning Department  
30 S. Nevada, Suite 301  
Colorado Springs, CO 80903**



**Appendix L**  
Cost Sharing/Reimbursement Program  
Options 1-6

# Option 1

## Flat Per-Acre Fee for General Annexor Obligations; General Improvement District for Banning-Lewis Parkway

### Introduction

The Banning-Lewis Ranch Annexor Shared Obligation Study (Study) identifies approximately \$1.2 billion in infrastructure obligations required by the Annexation Agreement. For approximately \$466 million of the \$1.2 billion, new reimbursement mechanisms need to be created in order for cost sharing to occur among the Ranch’s 27 current Annexors. These reimbursement mechanisms will be funded by fees assessed at time of platting.

Option 1 is a flat, per-acre fee that is assessed based on acreage alone. It allocates the Annexor obligations through an equal per-acre rate across the entire net planning acreage of the Ranch.

### Methodology

Analysis under this option began by calculating the net developable acreage within the entire Ranch. Developable acreage, or net planning acreage, is explained by the Study as the total Ranch acreage minus land dedications for public facilities, school and park sites, major street rights-of-way, drainage tracts, floodplains, Rock Island Railroad corridor, and Village One. Thus, the net developable acreage within the Ranch under this scenario came to approximately 16,956 acres.

To arrive at the per-acre fee under Option 1, the Annexor obligation amount was divided by the net developable acreage. Since the Banning-Lewis Parkway cost had been segregated, the total Annexor obligation amount under Option 1 came to \$299,393,938 (\$466,434,805 in total infrastructure obligation minus \$167,040,867 in Banning-Lewis Parkway costs).

The calculations under this scenario occurred as follows:

$$\$299,393,938 / 16,956 \text{ acres} = \$17,657 \text{ per acre.}$$

### Pros and Cons

Pros	Cons
<ul style="list-style-type: none"> <li>✓ Generally equitable and proportional, both initially and long term</li> <li>✓ Minimally impacted by future Master Plan land use / zoning changes</li> <li>✓ Annual adjustments equal for all Annexors</li> <li>✓ Easy to administer</li> </ul>	<ul style="list-style-type: none"> <li>✓ Annexor fees are not relative to traffic impacts associated with approved Master Plan land use / zoning (i.e. residential uses pay the same amount as commercial uses pay)</li> <li>✓ Does not address the existing constructed portion of the Banning-Lewis Parkway south of Drennan Road</li> </ul>

### Fees

BLR Developable Acres	Per Acre Flat Fee <sup>1</sup>
16,956	\$17,657

<sup>1</sup> Note: These fees do not include any fees associated with the Banning-Lewis Parkway.

# Option 2

## Fees for General Annexor Obligations Based on Traffic Generation Associated with Specific Zoning Designation; General Improvement District for the Banning-Lewis Parkway

### Introduction

The Banning-Lewis Ranch Annexor Shared Obligation Study (Study) identifies approximately \$1.2 billion in infrastructure obligations required by the Annexation Agreement. For approximately \$466 million of the \$1.2 billion, new reimbursement mechanisms need to be created in order for cost sharing to occur among the Ranch's 27 current Annexors. These reimbursement mechanisms will be funded by fees assessed at time of platting.

Option 2 is a fee based upon the traffic generation rates associated with the Banning-Lewis Ranch Master Plan approved land use and zoning. Since roughly 85% of the \$299,393,938 in infrastructure obligations is attributable to arterial construction (\$257,087,651), this option divides the cost based on the traffic impact each zoning category creates through trip generation. Option 2 rests on the premise that each zone should pay its proportional share of the total Annexor obligation based on its traffic impact.

### Methodology

Property within the Banning-Lewis Ranch Master Plan is zoned in one of seven zoning districts, which are: Single Family Residential (R1-9000, R-ESTATE, R1-6000, PUD RL), Multifamily Residential (R5, PUD RM), Planned Business Center (PBC, PUD C), Planned Industrial Park (PIP-1/PIP-2, PUD OI), Planned Unit Development (PUD), Office Complex (OC), Special Use (SU), and Industrial (M2). Each zone allows for several different specified uses. For example uses in the PBC zone include office/service space, retail, and restaurants as well as several others.

The analysis under Option 2 began by identifying specific uses of each zone that were likely to be constructed within each zone so thorough traffic generation estimates could then be made. Next, the trip generation manual<sup>2</sup>, published by the Institute of Transportation Engineers, was used to create a blended trip generation factor for each zone. The use assumptions and traffic generations of each zone is as follows:

#### Single Family Residential (R1-9000, R-ESTATE, R1-6000, PUD RL)

100% single family	Code 210 <sup>3</sup>	9.57 trips/dwelling unit/day
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#### Multifamily Residential (R5, PUD RM)

50% condo/townhome	Code 230	5.86 trips/dwelling unit/day
--------------------	----------	------------------------------

50% apartment	Code 220	6.67 trips/dwelling unit/day
---------------	----------	------------------------------

<sup>2</sup> Trip Generation. 7<sup>th</sup> ed. Washington D.C.: Institute of Transportation Engineers, 2003

<sup>3</sup> Codes are those found within Trip Generation. See above.

Planned Business Center (PBC, PUD C)

50% retail

◆ 50% shopping center	Code 820	42.94 trips/1000 ft <sup>2</sup> /day
◆ 50% supermarket	Code 850	102.24 trips/1000 ft <sup>2</sup> /day

25% office park	Code 750	11.42 trips/1000 ft <sup>2</sup> /day
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25% restaurant

◆ 50% fast food w/drive-thru	Code 934	496.12 trips/1000 ft <sup>2</sup> /day
◆ 50% sit-down w/quick turnover	Code 932	127.15 trips/1000 ft <sup>2</sup> /day

Planned Industrial Park (PIP-1/PIP-2, PUD OI)

50% office park	Code 750	11.42 trips/1000 ft <sup>2</sup> /day
-----------------	----------	---------------------------------------

50% industrial

◆ 50% industrial park	Code 130	6.69 trips/1000 ft <sup>2</sup> /day
◆ 50% manufacturing	Code 140	3.82 trips/1000 ft <sup>2</sup> /day

Office Complex (OC)

50% office park	Code 750	11.42 trips/1000 ft <sup>2</sup> /day
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50% medical office	Code 720	36.13 trips/1000 ft <sup>2</sup> /day
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Special Use (SU)

100% office park	Code 750	11.42 trips/1000 ft <sup>2</sup> /day
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Industrial (M2)

50% industrial park	Code 130	6.69 trips/1000 ft <sup>2</sup> /day
---------------------	----------	--------------------------------------

50% manufacturing	Code 140	3.82 trips/1000 ft <sup>2</sup> /day.
-------------------	----------	---------------------------------------

When a profile of each zone had been created, a blended traffic generation factor for each zone was calculated. The rates are as follows:

Residential

R1-9000	9.57 trips/dwelling unit/day
R-ESTATE	9.57 trips/dwelling unit/day
R1-6000/PUD RL	9.57 trips/dwelling unit/day
R5/PUD RM	6.29 trips/dwelling unit/day

Commercial, Office, and Industrial

PBC/PUD C	120.14 trips/1000 ft <sup>2</sup> /day
PIP-1/PIP-2/PUD OI	8.34 trips/1000 ft <sup>2</sup> /day
OC	23.78 trips/1000 ft <sup>2</sup> /day
SU	11.42 trips/1000 ft <sup>2</sup> /day
M2	5.25 trips/1000 ft <sup>2</sup> /day

Each respective traffic generation factor was then applied to every parcel in each zone listed in the 2006 land-use table for Banning-Lewis Ranch. Total traffic generation for parcels with residential zoning was calculated by multiplying the traffic generation factor for the corresponding zone by the total dwelling units found in each parcel. Traffic generation for parcels with commercial, office, or industrial zoning was calculated by multiplying the traffic generation factor for the corresponding zone by the gross square footage (divided by 1000) in each parcel.

The parcels were then grouped by zone and all trips per zone were added together. The results were as follows:

<b>Zone</b>	<b>Trips Per Zone</b>
R1-9000/R-ESTATE	20,168
R1-6000/PUD RL	181,705
R5 (8 DU)	115,861
R5 (12 DU)/PUD RM	89,833
R5 (19 DU)	131,055
PBC/PUD C	1,889,819
PIP-1 / PIP-2 / PUD OI	233,173
OC	181,479
SU	18,240
M2	96,329

The trips per zone were then divided by the total trips generated by the entire Ranch (approximately 2.9 million per day), which yielded the percentage of trips generated by each zone. The results were as follows:

<b>Zone</b>	<b>Percentage of Trips</b>
R1-9000 / R-ESTATE	0.68%
R1-6000 / PUD RL	6.14%
R5 (8 DU)	3.92%
R5 (12 DU) / PUD RM	3.04%
R5 (19 DU)	4.43%
PBC / PUD C	63.90%
PIP-1 / PIP-2 / PUD OI	7.88%
OC	6.14%
SU	0.62%
M2	3.26%

Next, the net planning acreage of each zone was added together to yield the total acreage per zone. The results were as follows:

<b>Zone</b>	<b>Total Net Planning Acres 2006</b>	<b>Percentage of the Total</b>
R1-9000 / R-ESTATE	2107.17	12.42%
R1-6000 / PUD RL	4586.52	27.04%
R5 (8 DU)	2302.52	13.57%
R5 (12 DU) / PUD RM	1187.42	7.00%
R5 (19 DU)	1083.52	6.39%
PBC / PUD C	1217.91	7.18%
PIP-1 / PIP-2/ PUD OI	2494.87	14.71%
OC	569.44	3.36%
SU	240.43	1.42%
M2	1173.88	6.92%

To arrive at the per-acre traffic generation fee for each zone, the percentage of trips was multiplied by the total arterial obligation of \$257,087,651. That quantity was then divided by the total net planning acres within the zone.

The calculations under this scenario occurred as follows (zone R1-9000/R-ESTATE used as an example):

$$(0.68\% \times \$257,087,651) / 2107.17 \text{ acres} = \$835.00 \text{ per acre.}$$

The second part of the Option 2 fee was not calculated by trip generation because the obligations had no relationship to traffic impact. Instead, the residual obligation of \$42,306,287 (\$299,393,938 in total obligations minus \$257,087,651 in arterial obligations) was divided by the net planning acreage of the entire Ranch (16,956).

Calculations occurred as follows:

$$\$42,306,287 / 16,956 \text{ acres} = \$2,495 \text{ per acre.}$$

This residual fee was then added to the traffic generation fee for each zone to arrive at an Annexor obligation fee per zone.

Pros and Cons

Pros	Cons
<ul style="list-style-type: none"> <li>✓ Allocates Annexor fees based on specific impacts of approved Master Plan land use / zoning</li> <li>✓ Initially equitable and proportional</li> </ul>	<ul style="list-style-type: none"> <li>✓ May be equitable and proportional initially, but may not be in the future as future Master Plan land use / zoning changes cannot be reflected in fees</li> <li>✓ May discourage or preclude marketable commercial development</li> <li>✓ Complex and potentially difficult to administer</li> <li>✓ Shifting major costs to the commercial land uses, which generally develop after the residential land uses, would create a shortfall in the reimbursement fund at initial stages of development. The extremely high fee for commercially zoned sites may discourage commercial development to the degree that the reimbursement fund may not be financially solvent</li> <li>✓ The scale of the total build-out of the Ranch provides an equitable distribution of costs without the need to sector the costs among different land use types</li> <li>✓ Does not address the existing constructed portion of the Banning-Lewis Parkway south of Drennan Road</li> </ul>

Fees

Zone	Fees <sup>4</sup>
R1-9000 / R-ESTATE	\$3,327.00
R1-6000 / PUD RL	\$5,939.00
R5 (8 DU)	\$6,869.00
R5 (12 DU) / PUD RM	\$9,071.00
R5 (19 DU)	\$13,009.00
PBC / PUD C	\$137,372.00
PIP-1 / PIP-2 / PUD OI	\$10,619.00
OC	\$30,197.00
SU	\$9,089.00
M2	\$9,628.00

<sup>4</sup> Note: These fees do not include any fees associated with the Banning-Lewis Parkway.

# Option 3

## Fees for General Annexor Obligations Based on Traffic Generation Using Consolidated Land Use Categories; General Improvement District for the Banning-Lewis Parkway

### Introduction

The Banning-Lewis Ranch Annexor Shared Obligation Study (Study) identifies approximately \$1.2 billion in infrastructure obligations required by the Annexation Agreement. For approximately \$466 million of the \$1.2 billion, new reimbursement mechanisms need to be created in order for cost sharing to occur among the Ranch's 27 current Annexors. These reimbursement mechanisms will be funded by fees assessed at time of platting.

Option 3 resembles Option 2 in many ways, but splits fees into two zoning categories, Residential and Commercial, Office, Industrial (COI), instead of ten zoning districts. Option 3 used a hybrid traffic generation factor made from several land use categories that fit into each new zoning category. The calculations were then carried out in the same manner as the calculations under Option 2.

### Methodology

The analysis under Option 3 began with the computation of two hybrid traffic generation factors. Master Plan zoning categories were grouped into two sets: Residential and COI. The Residential category included the R1-9000, R-ESTATE, R1-6000, PUD RL, R5 (8 DU), R5 (12 DU), R5 (19 DU), and PUD RM zones. The COI category comprised the PBC, PUD C, PIP-1 / PIP-2, PUD OI, OC, SU, and M2 zones.

The traffic generation factors used under Option 2 were then weighted and averaged to create hybrid factors for the Residential and COI categories. These Option 2 factors were as follows:

<b>Zone</b>	<b>Traffic Generation Factor (trips/day)</b>
R1-9000/R-ESTATE	9.57
R1-6000/PUD RL	9.57
R5 (8 DU)	6.29
R5 (12 DU)/PUD RM	6.29
R5 (19 DU)	6.29
PBC/PUD C	120.14
PIP-1/PIP-2/PUD OI	8.34
OC	23.78
SU	11.42
M	5.25

Each traffic generation factor was then multiplied by the net planning acreage for its respective zone to achieve weighting. The products corresponding to the residential zones were added together. The sum was then divided by the total net planning acreage for all residential zones. The same process was used for the COI zones. The results under this scenario were as follows:

<b>Zone</b>	<b>Traffic Generation Factor (trips/day)</b>
Residential	8.24
COI	33.28

Each traffic generation factor was then applied to every parcel in each zone listed in the land-use table for Banning-Lewis Ranch, just as it was done under Option 2. Total traffic generation for parcels with residential zoning was calculated by multiplying the traffic generation factor for the corresponding zone by the total dwelling units found in each parcel. Traffic generation for parcels with commercial, office, or industrial zoning was calculated by multiplying the traffic generation factor for the corresponding zone by the gross square footage (divided by 1000) in each parcel.

The parcels were then grouped and the total trips per zoning category, as well as the total net planning acreage for each zoning category were derived. The total trips per zoning category were then divided by the total trips for the Ranch (approximately 2.9 million) to achieve a percentage of trips for each zone. The results were as follows:

<b>Zone</b>	<b>Total Trips</b>	<b>Percentage of Trips</b>	<b>Total Net Planning Acres</b>
Residential	614965	20.59%	11267.14
COI	2371724	79.41%	5696.53

The percentage of trips under each category was then multiplied by the \$257,087,651 in arterial obligations and then divided by the respective total net planning acres to arrive at the per-acre traffic generation fees.

The calculations under this scenario, utilizing the residential zoning category were as follows:

$$(20.59\% \times \$257,087,651) / 11267.14 = \$4,698 \text{ per acre.}$$

As with Option 2, the total Annexor obligation fee is comprised of two fees: the traffic generation fee and the residual fee. The residual fee was not calculated by trip generation because the obligations had no relationship to traffic impact. Instead, the residual obligation of \$42,306,287 (\$299,393,938 in total obligations minus \$257,087,651 in arterial obligations) was divided by the net planning acreage of the entire Ranch (16,956). Calculations are as follows:

$$\$42,306,287 / 16,956 \text{ acres} = \$2,495 \text{ per acre.}$$

The traffic generation fees were then added to the residual fees to derive the Annexor obligation fees for each zoning category.

Pros and Cons

<b>Pros</b>	<b>Cons</b>
<ul style="list-style-type: none"><li>✓ Equitably allocates Annexor fees based on specific impacts of approved Master Plan land use / zoning</li><li>✓ Initially equitable and proportional</li><li>✓ Distributes fee more evenly among commercial uses than Option 2 does</li><li>✓ Gets rid of the PBC spike</li><li>✓ Not as complicated to administer as Option 2</li></ul>	<ul style="list-style-type: none"><li>✓ May be equitable and proportional initially, but may not be in the future as future Master Plan land use / zoning changes cannot be reflected in fees</li><li>✓ Similar issues as with Option 2</li><li>✓ Does not address the existing constructed portion of the Banning-Lewis Parkway south of Drennan Road</li></ul>

Fees

<b>Zone</b>	<b>Fees<sup>5</sup></b>
Residential	\$6,833
COI	\$38,333

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<sup>5</sup> Note: These fees do not include any fees associated with the Banning-Lewis Parkway.

# Option 4

## Flat, Per-Acre Fee for General Annexor Obligations Not Including Arterial Roads; Ranch-Wide Banning-Lewis Parkway Fees Based on the Current School/Park Value

### Introduction

The Banning-Lewis Ranch Annexor Shared Obligation Study (Study) identifies approximately \$891 million in infrastructure obligations required by the Annexation Agreement. For approximately \$209 million (\$466 million under Options 1-3 minus \$257,087,651 in arterial construction) of the \$891 million, new reimbursement mechanisms need to be created in order for cost sharing to occur among the Ranch's 27 Annexors.

Of the \$209 million, approximately \$167 million is attributed to Banning-Lewis Parkway costs. This obligation can be further broken down into three different components:

- ✓ Right-of-way costs: \$58,060,486
- ✓ Construction costs (including four travel-lanes and any necessary turn lanes and bridges): \$83,980,381 and;
- ✓ Interchange costs: \$25,000,000.

The remaining \$42,306,287 is comprised of the following obligations:

✓ BLR Annexor Shared Obligation Study	\$75,000
✓ Sand Creek Drainage Basin Re-Study	\$92,500
✓ Jimmy Camp Creek Drainage Basin Study	\$300,000
✓ Land Dedications:	
Park and Ride Site	\$88,858
Air Monitoring Stations	\$38,301
City Service Center	\$2,054,466
Police Substation Sites	\$1,322,151
Street Sweeping Disposal Sites	\$2,717,073
Well Sites	\$1,195,807
Water Storage Tank Sites	\$1,374,240
Electric Substation Sites	\$6,986,102
Electric Service Center	\$2,223,756
✓ Fire Stations:	
Land Dedication	\$1,467,694
Improvements	\$19,180,500
Equipment	\$2,979,839
✓ A sum of money for a Radio Repeater Station	\$210,000

Fees assessed at time of platting will fund both the reimbursement mechanisms for the Banning-Lewis Parkway and the other obligations listed above.

Methodology

The total remaining obligation of \$42,306,287 was also divided by the total developable acreage in the Ranch. The developable acreage under this scenario equals 17,962 acres (16,956 with floodplain acreage added).

Pros and Cons

Pros	Cons
<ul style="list-style-type: none"> <li>✓ Generally equitable and proportional, both initially and long-term</li> <li>✓ Minimally impacted by future Master Plan land use / zoning changes</li> <li>✓ Annual adjustments equal for all Annexors</li> <li>✓ Allows cost sharing for Arterial construction to occur in accordance with existing Subdivision Regulations</li> <li>✓ Easy to administer</li> </ul>	<ul style="list-style-type: none"> <li>✓ Does not address the existing constructed portion of the Banning-Lewis Parkway south of Drennan Road</li> </ul>

Fees

Option 4 Annexor Obligation Fee

BLR Developable Acres	Per Acre Flat Fee <sup>6</sup>
17,962	\$2,355

Fee Payment and Reimbursement Program

This reimbursement mechanism is funded by a flat-per acre fee based solely on acreage. It does not, however, include Arterial reimbursement. Reimbursement for arterial streets and traffic signals will be handled through a separate process that will be discussed below.

Arterial Street Construction

Annexors shall be required to construct all arterial streets within the Master Plan with no cost recovery from the City or from other Annexors, with the following exceptions:

1. Arterials constructed on the boundary of another Annexor’s property shall be subject to cost recovery from the Annexor having frontage on other side of the arterial in accordance with §7.7.705 (C) of the Colorado Springs City Subdivision Regulations.
2. Annexors required by the City to construct an arterial street through property owned entirely by another Annexor shall be eligible for cost recovery from those Annexors having frontage along said arterial in accordance with §7.7.705 (C) of the City of Colorado Springs Subdivision Regulations. In this case, the City will require the Annexor to dedicate the necessary right-of-way, as per Article III (A) of the Banning-Lewis Ranch Annexation Agreement, to allow the arterial to be constructed.
3. Marksheffel Road—in accordance with Article 3 (A) of the Banning-Lewis Ranch Annexation Agreement, the Annexors will be responsible for constructing four (4) lanes of Marksheffel Road where the Ranch lies adjacent to the road. This obligation will be eligible for cost recovery from the City on two (2) of the four (4) lanes in accordance with Article III (C) of the Banning-Lewis Ranch Annexation Agreement. All other construction on Marksheffel Road interior to the Ranch will not be eligible for cost recovery unless the construction is subject to either exception (1) or (2) above.

<sup>6</sup> This fee does not include Banning-Lewis Parkway Fees.

Local/Collector Street Construction

Annexors shall be required to construct all minor streets, i.e. collectors and locals, with no cost recovery from the City or from other Annexors, other than by private agreement.

Traffic Signals

Annexors shall be responsible for all costs associated with the procurement and installation of all arterial traffic signals. Costs will be assessed by intersection quadrant with each developer owning land adjacent to said intersection responsible for twenty-five (25%) percent of the total.

## **Banning-Lewis Parkway Fees (Option 4)**

Introduction

The Banning-Lewis Parkway Subcommittee, after careful analysis and several meetings, concluded that a Ranch-wide district financing mechanism that will build the Parkway at one time is not feasible. Instead, the committee recommends that construction of the Parkway be done incrementally with constructing Annexors to be reimbursed by other Annexors. Therefore, Parkway obligations will be equitably apportioned among Ranch Annexors through fees assessed on developable acreage, or net planning acreage, at time of platting.

The total cost of the Banning-Lewis Parkway can be broken down into three different components:

- Right-of-way costs = \$58,060,486;
- Construction costs (including four travel-lanes and any necessary turn lanes and bridges) = \$83,980,381 and;
- Interchange costs = \$25,000,000.

Methodology

Each element of the total Banning-Lewis Parkway cost was divided by the total developable acreage in the Ranch under this scenario (17,962 acres) to reach three, separate per-acre fees.

Discussion

Those Annexors who plat will pay the Parkway fees, while those who dedicate right-of-way or construct Parkway obligations will receive reimbursements. Fee collection will occur at time of platting, but the fees for the Banning-Lewis Parkway will be collected and reimbursed separately from the other Annexor obligation fees.

Each Banning-Lewis Parkway fee will be deposited into a separate account. It is necessary to segregate right-of-way fees to allow those Annexors who dedicate right-of-way to be reimbursed in a timely manner. The construction fees will be kept separate not only for timely reimbursement but also so that it will be possible for the funds to be transferred into a toll road project at a later date. The interchange fee will also be segregated into an account to ensure that funds are available to reimburse the Annexor and/or government entity who will ultimately construct the interchange located on the Banning-Lewis Parkway at State Highway 24.

Fees

<b>Fee Type</b>	<b>Per-Acre Fee</b>
Right-of-Way	\$3,232
Construction	\$4,675
Interchange	\$1,392
<b>Combined</b>	<b>\$9,299</b>

# Option 5

## Flat, Per-Acre Fee for General Annexor Obligations; Ranch-Wide Banning-Lewis Parkway Fees Based on Recent Land Sale Values

### Introduction

The Banning-Lewis Ranch Annexor Shared Obligation Study (Study) identifies approximately \$891 million in infrastructure obligations required by the Annexation Agreement. For approximately \$157 million (\$466 million under Options 1-3 minus \$257,087,651 in arterial construction and approximately \$10 million in right-of-way costs) of the \$891 million, new reimbursement mechanisms need to be created in order for cost sharing to occur among the Ranch's 27 Annexors.

This option is a variation of Option 4. The Banning-Lewis Parkway right-of-way is valued at \$76,602 per acre under Option 4. This option values the right-of-way at an average value (\$8,434 per acre) derived from recent land sales within the Ranch. The Parkway obligations under this option are as follows:

- ✓ Right-of-way costs: \$6,392,550
- ✓ Construction costs (including four travel-lanes and any necessary turn lanes and bridges): \$83,980,381 and;
- ✓ Interchange costs: \$25,000,000.

Fees assessed at time of platting will fund both the reimbursement mechanisms for the Banning-Lewis Parkway and the other remaining General Annexor Obligations of \$42,306,287.

### Methodology

The total General Annexor Obligation of \$42,306,287 was divided by the total developable acreage in the Ranch. The developable acreage under this scenario equals 17,962 acres.

The right-of-way value for the Parkway was derived from several land sales within the Banning-Lewis Ranch between 2002 and 2007. The sale data compiled appears below.

TSN	Acreage	Sale Value	Per-Acre	Owner
5400000236	55.94	\$800,000	\$14,301.04	Church for All Nations
5400000209	150	\$1,100,000	\$7,333.33	Marksheffel 150
5200000324	224.41	\$903,800	\$4,027.45	Marksheffel-Woodmen Investments
5400000155	14.15	\$97,281	\$6,874.98	CMS 2 LLC
5300000308	69.02	\$1,407,255	\$20,389.09	M-3 Land Company
5400000174	135.9	\$697,351	\$5,131.35	AE 94 LLC
5510200004	49.23	\$120,500	\$2,447.69	FHK Developments
5400000199	37.46	\$261,095	\$6,970	CMS 2 LLC
AVERAGE			\$8,434.36	

This average land sale value was then multiplied by the total number of Parkway acres (757.95) to be dedicated within the Ranch. The total value for each Parkway component (i.e. right-of-way dedication, construction cost, and

interchange cost) was then divided by the total developable acreage within the Ranch to arrive at three separate per-acre fees.

Pros and Cons

Pros	Cons
<ul style="list-style-type: none"> <li>✓ Generally equitable and proportional both initially and long-term</li> <li>✓ Minimally impacted by future Master Plan land use / zoning changes</li> <li>✓ Annual adjustments equal for all Annexors</li> <li>✓ Fees lower than all other options</li> <li>✓ Allows cost sharing for Arterial construction to occur in accordance with existing Subdivision Regulations</li> <li>✓ Easy to administer</li> </ul>	<ul style="list-style-type: none"> <li>✓ Does not address the existing constructed portion of the Banning-Lewis Parkway south of Drennan Road</li> </ul>

Fees

Option 5 Annexor Obligation Fees

BLR Developable Acres	Per Acre Flat Fee <sup>7</sup>
17,962	\$2,355

Fee Type	Per-Acre Fee
Right-of-Way	\$356
Construction	\$4,675
Interchange	\$1,392
<b>Combined</b>	<b>\$9,299</b>

<sup>7</sup> This fee does not include Banning-Lewis Parkway Fees.

# Option 6

## Flat, Per-Acre Fee for General Annexor Obligations; Banning-Lewis Parkway Fees Split into Areas and Based on the Current School/Park Value

### Introduction

The Banning-Lewis Ranch Annexor Shared Obligation Study (Study) identifies approximately \$891 million in infrastructure obligations required by the Annexation Agreement. For approximately \$147 million (\$466 million under Options 1-3 minus \$257,087,651 in arterial construction and approximately \$20 million in right-of-way dedication and construction costs) of the \$891 million, new reimbursement mechanisms need to be created in order for cost sharing to occur among the Ranch's 27 Annexors.

This option is also a variation of Option 4. Like Option 4, the Banning-Lewis Parkway right-of-way is valued at \$76,602 per acre. Unlike all previous options, however, this option splits fees relating to Parkway right-of-way dedication and construction into two areas with Drennan Road as the dividing line.

It was determined that south of Drennan Road, the existing four (4) lane portion of Marksheffel Road will eventually become the Banning-Lewis Parkway through that portion of the Ranch. Much of the existing Marksheffel corridor contains 210 feet of dedicated right-of-way width and an existing four (4) lane arterial that will need relatively minor additional right-of-way dedication and construction improvements. Therefore, Banning-Lewis Parkway fees were split according to geographic area. Annexors owning property north of Drennan Road will pay Parkway fees for right-of-way dedication and construction for that portion of the Parkway north of Drennan Road. Annexors owning property south of Drennan Road will be required to dedicate the remaining Parkway right-of-way width and construct any improvements without reimbursement in lieu of paying fees.

The Parkway obligations are as follows:

- ✓ Right-of-way costs for the portion north of Drennan Road: \$55,855,114
- ✓ Construction costs for the portion north of Drennan Road (including four travel-lanes and any necessary turn lanes and bridges): \$67,108,174 and;
- ✓ Interchange costs: \$25,000,000.

Fees assessed at time of platting will fund both the reimbursement mechanisms for the Banning-Lewis Parkway and the other remaining General Annexor Obligations of \$42,306,287.

### Methodology

The total General Annexor Obligation of \$42,306,287 was divided by the total developable acreage in the Ranch. Similarly, the interchange component (\$25,000,000) of the Banning-Lewis Parkway fees was divided by the net developable acreage in the Ranch. The developable acreage under this scenario equals 17,962 acres. These two fees will be paid by all Annexors.

The two additional components of the Parkway fee (right-of-way dedication value and construction cost) were divided by the total developable acreage within the northern portion of the Ranch (15,062 acres). Only Annexors who own property

north of Drennan Road will pay these fees. The Annexors who own property south of Drennan Road will be required to dedicate the remaining right-of-way width and construct any improvements without reimbursement.

Pros and Cons

<b>Pros</b>	<b>Cons</b>
<ul style="list-style-type: none"> <li>✓ Most equitable and proportional option, both initially and long-term</li> <li>✓ Addresses the existing constructed portion of the Banning-Lewis Parkway south of Drennan Road</li> <li>✓ Minimally impacted by future Master Plan land use / zoning changes</li> <li>✓ Annual adjustments equal for all Annexors</li> <li>✓ Fees lower than all other options</li> <li>✓ Allows cost sharing for Arterial construction to occur in accordance with existing Subdivision Regulations</li> <li>✓ Easy to administer</li> </ul>	

Fees

Option 6 Annexor Obligation Fees

	<b>Annexor Obligation Fees (Per Acre)</b>	<b>Right-of- Way Fees (Per Acre)</b>	<b>Construction Fees (Per Acre)</b>	<b>Interchange Fees (Per Acre)</b>	<b>Total Fees</b>
Annexors North of Drennan	\$2,355	\$3,708	\$4,455	\$1,392	<b>\$11,910</b>
Annexors South of Drennan	\$2,355	\$0	\$0	\$1,392	<b>\$3,747</b>

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Colorado Springs, CO 80903**



## **Appendix M**

Literature Review: Impact Fees

# Literature Review

## Development Impact Fees

City of Dover, Delaware. *Methodologies for Calculation of Impact Fees in the City of Dover*. Dover, Delaware: City of Dover, 2003.

- Provides guidelines for the City of Dover on how to calculate impact fees.
- Allows for periodic revision of fees.

City of Lincoln, Nebraska. "Impact Fees." *Municipal Code*. Lincoln, Nebraska: City of Lincoln, 2003.

- Outlines the impact fees required of developers in Lincoln, Nebraska.
- Includes a provision exempting low-income housing from fees.

City of Miami Beach. "Article V. Parking Impact Fee Program." *City of Miami Beach Municipal Code*. Miami: City of Miami Beach, 2002.

- Outlines the parking impact fees in Miami Beach.

Evans-Cowley, Jennifer and Larry Lawhon. "The Effects of Impact Fees on the Price of Housing and Land: A Literature Review." *Journal of Planning Literature* 17.3 (2003).

- Reviews literature that suggests impact fees contribute to higher housing prices.
- Concludes that the homeowner bears the brunt of the impact fee.

Maine State Planning Association. *Financing Infrastructure Improvements through Impact Fees: A Manual for Maine Municipalities on the Design and Calculation of Development Impact Fees*. Augusta, Maine: Maine State Planning Office, 2003.

- Discusses the policy behind and effects of impact fees.
- Provides examples of ordinance format and fee calculation.

Mesa County. *A Resolution Adopting Transportation Impact Fee Regulations for New Development and for Other Purposes*. Mesa County, Colorado: Mesa County, 2004.

- Outlines the transportation impact fee program in Mesa County, Colorado.
- Assesses fee prior to site-plan issuance based on the expected traffic impact of the development.

Nelson, Arthur C., ed. *Development Impact Fees: Policy Rationale, Practice, Theory, and Issues*. Chicago: Planners Press, 1989.

- Addresses the issue of timing of development with regard to impact fee payment.
- Suggests that all properties be assessed at the same rate but that fee collection be timed to coincide with expected development to reduce short-term inequity with regard to benefits.

Nelson, Arthur C. and Mitch Moody. The Brookings Institution Center on Urban and Metropolitan Policy. "Paying for Prosperity: Impact Fees and Job Growth." June 2003.

- Describes the history of, justification for, and methodology behind impact fees.
- Finds a significant correlation between impact fees paid and community growth.

Nicholas, James C. *The Calculation of Proportionate-Share Impact Fees*. Chicago: American Planning Association, 1988.

- Provides an in-depth analysis of the methodology behind the calculation of impact fees.

Nicholas, James C., Arthur C. Nelson and Julian Conrad Juergensmeyer. *A Practitioner's Guide to Development Impact Fees*. Chicago: Planners Press, 1991.

- Provides a model park impact fee ordinance.

Libby, Lawrence and Carmen Carrion. "Ohio State University Extension Fact Sheet: Community Development: Development Impact Fees." *Ohio State University*. 2006. 26 July 2006 <<http://ohioline.osu.edu/cd-fact/1558.html>>.

- Addresses policy and legal considerations behind impact fees.
- Concludes that impact fees may raise the cost of development and affect growth patterns.

Payson, Arizona, Parks & Recreation Administration. *Land Dedication or Impact Fee: Town of Payson, Arizona*. Payson, Arizona: Town of Payson, 2002.

- Staff report discussing impact fees in Payson, Arizona.

Preston, Gabe. *Paying for Growth: A Methodological Approach*. Durango: Rural Planning Institute, 2001.

- Provides an in-depth description of the concept of impact fees.
- Describes the methodology behind the calculation of impact fees.
- Identifies potential problems with impact fees (e.g. the fact that impact fees are dependent on active real estate markets and may fail to generate adequate revenue in situations where the market takes a downturn).

"Policy Guide on Impact Fees." *American Planning Association*. 2006. 7 June 2006 <<http://www.planning.org/policyguides/impactfees.html?project=print>>.

- Outlines several impact fee standards including that fees be rationally linked to development impact, that fee-payers receive some benefit as a result of paying the fee, and that fees be reviewed at least every two years.

Ross, Dennis H. and Scott Ian Thorpe. "Impact Fees: Practical Guide for Calculation and Implementation." *Journal of Urban Planning and Development* September (1992).

- Describes the increased utilization of impact fees to fund development as a result of decreased property tax revenues. Cities have begun relying on impact fees as a way to fund new infrastructure and capital improvement projects.
- Describes two forms of calculation for impact fees: inductive and deductive calculation.
- Compares enabling legislation in several states.
- Suggests that impact fees could be calculated on population numbers as well as on traffic generation numbers.

San Francisco Planning and Urban Research Association. *Planning for Growth: A Proposal to Expand San Francisco's Transit Impact Development Fee: Recommendations of the SPUR Transportation Committee*. San Francisco: San Francisco Planning and Urban Research Association, 2001.

- Discusses San Francisco's transportation impact fee and proposes changes to widen the collection area.

“Timing of Impact Fee Payments.” *Municipal Research & Services Center of Washington*. 1999. 16 November 2004 <<http://www.mrsc.org/printfile.aspx?prntPath=%2fSubjects%2fPlanning%2fFiles>>.

- Provides a comparison of when impact fees are assessed by several local governments in Washington.
- Most fees are due at time of building permit.

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## **Appendix N** Village One Analysis

# Village One Analysis

Village One in the Banning-Lewis Ranch is exempt from inclusion in the Banning-Lewis Ranch Annexor Shared Obligation Study (Study) because it is assumed that infrastructure costs within Village One will either equal or exceed any fee that would be imposed on the net planning acreage of the area.

Based on this analysis, it is concluded that the infrastructure costs in Village One exceed the fee amount that would be paid under the Study.

## Methodology

Village One has approximately 263 net planning acres with development potential. This acreage does not include sites for public facilities, parks, or schools. Under Option 6 in the report, the per-acre Annexor obligation (AO) fee of \$2,355 will be applied as a comparative tool.

The Banning Lewis Ranch Management Company (BLRMC) is required to construct Dublin Road to four (4) lanes on the boundary of Village One. Under Option 6, the BLRMC would not be eligible for any reimbursement from other Annexors, or from the City. The company could, however, file cost recovery against adjacent county property owners. Therefore, by omitting Village One from this Study and cost sharing/reimbursement program Option 6, the BLRMC agreed to forgo reimbursement for two of the four lanes of Dublin Road. The road length has been measured using ArcGIS and has been determined to equal 4,704.17 linear feet.

Similarly, the BLRMC will construct Marksheffel Road to four (4) lanes. Under Option 6, the BLRMC would be eligible for reimbursement from the City on two of the four lanes where Marksheffel is adjacent to the boundary of Village One. The company would not be eligible for any type of reimbursement or cost recovery on the road where it is located entirely within the Village One boundary. The road length has also been measured using ArcGIS and has been determined to equal 2,838.06 linear feet where the road is adjacent to the Village One boundary and 1,378.62 linear feet where the road is located entirely within the boundary.

Professional Consultants, Inc. has estimated that a four-lane arterial roadway will cost approximately \$969 per linear foot. Estimates for Marksheffel Road have been provided by the Rural Transportation Authority (RTA) and equal \$641 per linear foot. Since the BLRMC would only be eligible for reimbursement and/or cost recovery on two lanes of each road, a figure of \$484.50 will be applied to the linear foot measurements of Dublin Road, while a figure of \$320.50 will be applied to the linear foot measurements of Marksheffel Road. Furthermore, the RTA has estimated the cost of intersections on Marksheffel Road to equal approximately \$399,219 each. There are two intersections adjacent to the boundary of Village One. BLRMC would only be eligible for reimbursement on half of each intersection.

## Findings

The total Village One AO fee under Option 4 would equal:

$$263 \text{ acres} \times \$2,355 = \$619,365.$$

The total Village One Banning-Lewis Parkway fee would equal:

$$263 \text{ acres} \times \$9,555 = \$2,512,965.$$

Total fees would equal:

$$\$619,365 + \$2,512,965 = \$3,132,330.$$

The total cost recovery that could be received from adjacent county property owners by constructing Dublin Road to a four-lane width would equal:

$$4,704.17 \text{ linear feet} \times \$484.50 = \$2,279,170.37.$$

The total reimbursement that could be received from the City by constructing Marksheffel Road to a four-lane width where adjacent to the Village One boundary would equal:

$$2,838.06 \text{ linear feet} \times \$320.50 = \$909,598.23.$$

Additionally, BLRMC could have received reimbursement on half of each of the two intersections on Marksheffel Road adjacent to Village One, equaling \$399,219.

The total amount of cost recovery/reimbursement that the BLRMC could receive if Village One was subject to Option 6 then equals \$3,587,987.60.

### Conclusion

After careful analysis of the construction obligations contained within Village One and the fees the 263 net planning acres would generate under Option 6 in the Study, it is concluded that the construction obligations exceed the fee generation for the area.

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Colorado Springs, CO 80903



## **Appendix 0**

Assignment of Reimbursements  
and Execution Instructions

**Assignment of Reimbursables**  
(Banning-Lewis Ranch Annexation Obligations)

**TO THE CITY OF COLORADO SPRINGS, COLORADO:**

1.) For valuable consideration, the receipt and sufficiency which is hereby acknowledged,

\_\_\_\_\_  
(Typed Company Name)

\_\_\_\_\_, \_\_\_\_\_  
(Typed Address) (State & Zip Code)

“ASSIGNOR”, hereby assigns to \_\_\_\_\_  
(Typed Name)

\_\_\_\_\_, \_\_\_\_\_  
(Typed Address) (State & Zip Code)

"Assignee," those reimbursable facility obligations as allowable under the provisions of the “Banning Lewis Ranch Annexor Shared Obligations Study” in the original amount of \$\_\_\_\_\_ for facilities constructed relating to: \_\_\_\_\_, for which Assignor is entitled to reimbursement pursuant to the City Code, Chapter 7, Article 7, Part 1905, and approved by the City of Colorado Springs on: \_\_\_\_\_, 20\_\_\_\_. The Assignor hereby assigns \$\_\_\_\_\_ to the Assignee.

2.) The parties acknowledge that no reimbursement may ever be realized and that if such is the case, Assignee shall not be entitled to any further recovery from Assignor or any other party.

3.) Assignor represents to the City that Assignor has not assigned the assignment amount indicated in paragraph 1 above to anyone other than the Assignee, and that any reimbursement due to Assignor should be paid by the City to Assignee. Upon payment in full, or termination under the original Reimbursement approval, whichever shall occur first, this Agreement shall be void and of no further force or effect.

4.) Although the City of Colorado Springs is not a direct party to this Assignment provision is made for acceptance of this Assignment by the City, thereby authorizing the City to pay the reimbursements to the Assignee herein.

5.) This Agreement shall inure to the benefit of and be binding upon the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

FOR ASSIGNOR:

BY: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(typed name)

\_\_\_\_\_  
(typed title)

\_\_\_\_\_  
(company)

FOR ASSIGNEE:

BY: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(typed name)

\_\_\_\_\_  
(typed title)

\_\_\_\_\_  
(company)

ASSIGNOR NOTARIZATION

State of \_\_\_\_\_ )  
 )ss  
County of \_\_\_\_\_ )

The foregoing Assignment of Reimbursables was subscribed and acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as

\_\_\_\_\_  
(typed name) (typed title)  
for \_\_\_\_\_.  
(typed name of Assignor)

Witness my hand and seal.

Raised Seal Required

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

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

ASSIGNEE NOTARIZATION

State of \_\_\_\_\_ )  
 )ss  
County of \_\_\_\_\_ )

The foregoing Assignment of Reimbursables was subscribed and acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as

\_\_\_\_\_  
(typed name) (typed title)  
for \_\_\_\_\_.  
(typed name of Assignee)

Witness my hand and seal.

Raised Seal Required

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

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

ACCEPTANCE BY THE CITY OF COLORADO SPRINGS:

\_\_\_\_\_  
(Title)

## **Instructions for the Execution of Assignments of Banning-Lewis Ranch Shared Annexor Obligation Reimbursements**

- All information will be typed in black ink in the spaces provided.
- All signatures shall be written in black ink, (*including Notary Public signatures and seals*).
- Only the “original format” of this form will be recorded and facsimiles or poor copies will not be accepted for recordation.
- A recording fee will be required for each assignment form executed.
- This assignment form will be recorded with the County Clerk of El Paso County, Colorado.
- All assignment forms shall be reviewed by the City Engineer, City Planning Director, and the City Attorney, and are subject to “Approval as to Form” from those departments.

Planning Department  
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Colorado Springs, CO 80903



**Appendix P**  
Resolutions and Proposed Changes  
to City Subdivision Regulations

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING THE BANNING LEWIS RANCH ("BLR") SHARED OBLIGATION STUDY AND COST SHARING/REIMBURSEMENT PROGRAM

WHEREAS, the BLR Annexor Shared Obligation Study has been prepared to satisfy an obligation of the BLR Annexation Agreement, dated September 23, 1988 pertaining to BLR Annexation plats, Filing Nos. 1-20; and

WHEREAS, the BLR Annexor Shared Obligation Study has been prepared to satisfy a requirement of the Settlement Agreement in District Court Case Nos. 99-CV-1944 and 01-CV 0566; and

WHEREAS, the BLR Annexor Shared Obligation Study has been prepared to satisfy a condition of approval of two amendments to the BLR Master Plan, MP 05-00137 and MP 05-00140; and

WHEREAS, the BLR Annexor Shared Obligation Study has been prepared in compliance with City Council Resolution No. 146-06 and Council's request for a shared infrastructure study; and

WHEREAS, the BLR Annexor Shared Obligation Study has been prepared to ensure equitable distribution of the costs for the obligations, public improvements and infrastructure required by the Annexation Agreement among all Annexors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS:

Section 1. City Council accepts and approves the BLR Annexor Shared Obligation Study.

Section 2. The limitation of building permit issuance, development plan and subdivision approvals within the BLR Master Plan, imposed by the conditions of City Council approval of an amendment to the BLR Master Plan, MP 05-00137 and MP 05-00140 on February 14, 2006, is hereby lifted.

Section 3. Any future amendments to the BLR Annexor Shared Obligation Study are subject to subsequent review and approval by City Council.

Dated at Colorado Springs, Colorado, this \_\_\_\_ day of \_\_\_\_\_,  
2007.

---

Mayor

ATTEST:

---

City Clerk

RESOLUTION NO. \_\_\_\_-07

A RESOLUTION ESTABLISHING THE BANNING-LEWIS RANCH ANNEXOR OBLIGATION FEE, THE BANNING-LEWIS PARKWAY FEE AND THE BANNING-LEWIS INTERCHANGE FEE SUBJECT TO THE BANNING-LEWIS RANCH ANNEXOR SHARED OBLIGATION STUDY

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS, COLORADO:

Section 1. The fees set forth on Exhibit A, attached and made a part of this Resolution, are hereby established subject to the Banning-Lewis Ranch Annexor Shared Obligation Study.

Section 2. All fees established by this Resolution shall become effective July 1, 2007.

Section 3: Future amendments to the Banning-Lewis Ranch fees established by this Resolution are subject to review and adoption by City Council.

DATED Colorado Springs, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

Exhibit A

2007 Banning-Lewis Ranch Fees

Fee Type	Proposed 2007 Platting Fee or Charge
Banning-Lewis Ranch General Annexor Obligation Fee	\$2,355 per acre
Banning-Lewis Parkway Fee <ul style="list-style-type: none"><li>• Right-of-Way Dedication</li><li>• Construction Costs</li></ul>	\$3,708 per acre \$4,455 per acre
Banning-Lewis Interchange Fee	\$1,392 per acre

ORDINANCE NO. 07-\_\_\_\_\_

AN ORDINANCE AMENDING SECTIONS 108 (DEFINITIONS) OF PART 1 (GENERAL PROVISIONS), 105 (RIGHT-OF-WAY DEDICATION AND STREET IMPROVEMENTS) OF PART 7 (STREETS IN SUBDIVISIONS) AND 1102 (SPECIFIC REQUIREMENTS PRIOR TO BUILDING PERMIT ISSUANCE) OF PART 11 (ASSURANCES AND GUARANTIES FOR PUBLIC IMPROVEMENTS) AND CREATING A NEW PART 19 (BANNING-LEWIS RANCH ANNEXOR FEES AND REIMBURSEMENTS) OF ARTICLE 7 (SUBDIVISION REGULATIONS) OF CHAPTER 7 (PLANNING, DEVELOPMENT AND BUILDING) OF THE CODE OF THE CITY OF COLORADO SPRINGS 2001, AS AMENDED, PERTAINING TO BANNING-LEWIS RANCH ANNEXOR SHARED OBLIGATIONS AND BANNING-LEWIS RANCH ANNEXOR FEES AND REIMBURSEMENTS

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS:

Section 1. That Section 108 (Definitions) of Part 1 (General Provisions) of Article 7 (Subdivision Regulations) of Chapter 7 (Planning, Development and Building) of the Code of the City of Colorado Springs 2001, as amended, is hereby amended to read as follows:

7.7.108: DEFINITIONS:

\* \* \*

**COLORADO SPRINGS CONSTRUCTION INDEX:** The annual cost escalation instrument for improvement construction, regional infrastructure fees and other shared obligations identified in annexation agreements. The Index has two components: construction costs and land costs. The construction portion is adjusted using the annual increase for the unit drainage fees in the City's drainage basins. The land portion is adjusted using the annual School/Park Fee as a base. If no land cost is associated with the required obligation, then the annual escalation of that fee would be calculated using only the construction portion of the Index.

\* \* \*

Section 2. That Section 705 (Right of Way Dedication and Street Improvements) of Part 7 (Streets in Subdivisions) of Article 7 (Subdivision Regulations) of Chapter 7 (Planning, Development and Building) of the Code of the City of Colorado Springs 2001, as amended, is hereby amended to read as follows:

7.7.705: RIGHT OF WAY DEDICATION AND STREET IMPROVEMENTS:

\* \* \*

**C. Construction of Public Improvements and Cost Recovery within the Banning-Lewis Ranch:**

1. **Local/Collector Street Construction:** Minor streets constructed by Annexors shall not be eligible for cost recovery under the provision of § 7.7.705(D).
2. **Traffic Signals:** Annexors shall be responsible for all costs associated with the procurement and installation of all traffic signals in accord with section III(G) of the Banning-Lewis Ranch (“BLR”) Annexation Agreement. Constructing annexors may file cost recovery in accord with provisions of § 7.7.705(D).
3. **Arterial Roadways:** In accord with the adopted BLR Shared Obligation Study all property contained within the Annexation Plats of BLR Filing Nos. 1-20 shall be required to construct all arterial streets depicted within the approved BLR Master Plan with no cost recovery from the City or from other annexors, except as follows:
  - a. **Arterials constructed on the boundary of another annexor’s property shall be subject to cost recovery from the annexor having frontage on other side of the arterial in accord with § 7.7.705(D).**
  - b. **Annexors required by the City to construct an arterial street through property owned entirely by another annexor shall be eligible for cost recovery from those annexors having frontage along the arterial street in accord with § 7.7.705(D). The City may require dedication of the necessary right-of-way for arterial street construction in accord with section III(A) of the BLR Annexation Agreement.**

c. **Marksheffel Road.** In accord with section III(A) of the BLR Annexation Agreement, annexors shall be responsible for constructing four (4) lanes of Marksheffel Road where the Banning-Lewis Ranch lies adjacent to the eastern boundary of the Marksheffel Road right-of-way. Constructing annexors will be eligible for arterial street reimbursement from the City for two (2) of the four (4) lanes in accord with section III(C) of the BLR Annexation Agreement. Construction of Marksheffel Road interior to the Ranch shall not be eligible for cost recovery unless the construction is subject to either exception contained in subsections (a) or (b) of this section 7.7.705(C).

4. **Banning-Lewis Parkway Right of Way Dedication.** In accord with ArticleIII(C)(2) of the BLR Annexation Agreement, annexors shall dedicate the full right-of-way for the Banning-Lewis Ranch Parkway when deemed necessary by the City. Annexors may dedicate by deed or by plat, as determined by the City.

~~C-D.~~ Construction Of Public Improvements And Cost Recovery:

\* \* \*

2. Eligibility For Reimbursement: Whenever such improvements are made by a subdivider, developer or redeveloper of land (hereafter, collectively referred to as a “developer”) the developer is entitled to fair share reimbursement of the cost of the improvements less any City reimbursement from the owner or owners whose property is subdivided, developed, or redeveloped within twenty five (25) years after acceptance of the improvements by the City. The date of acceptance of the improvement will be the date of final inspection by City Engineering. However, if a developer has not requested such a final inspection by the City within ~~eighteen (18)~~ **thirty (30)** months after completion of the improvements there will be no recovery right for the improvement involved.

\* \* \*

Section 3. That Section 1102 (Specific Requirements Prior to Building Permit Issuance) of Part 11 (Assurances and Guaranties for Public Improvements) of Article 7 (Subdivision Regulations) of Chapter 7 (Planning, Development and Building) of the

Code of the City of Colorado Springs 2001, as amended, is hereby amended to read as follows:

7.7.1102: SPECIFIC REQUIREMENTS PRIOR TO BUILDING PERMIT ISSUANCE:

A. Streets and Drainage Improvements:

1. Whenever the tract of land to be platted embraces or abuts a major street (street with right-of-way width greater than **sixty feet (60' feet)** or major drainage improvement, (drainage facilities identified in the City's DBPS and master drainage plans), or a major street or major drainage improvement is necessary to serve the land to be platted, such major street or major drainage improvement, or both, shall be completed prior to the issuance of building permit or acceptable assurance guaranteeing the completion of the major streets or drainage improvements shall be filed with the City. **All subdivision plats that dedicate Banning-Lewis Ranch ("BLR") Parkway right-of-way, for which the subdivider will be requesting a reimbursement from the "BLR Reimbursement Fund" or a credit against BLR Parkway platting fees owed, shall include a cost estimate for BLR Parkway construction. Upon approval of the cost estimate by the City, the subdivider or applicant shall post an acceptable financial assurance for BLR Parkway construction prior to plat recordation.**

\* \* \*

Section 4. That Article 7 (Subdivision Regulations) of Chapter 7 (Planning, Development and Building) of the Code of the City of Colorado Springs 2001, as amended, is hereby amended by creating a new Part 19 (Banning-Lewis Ranch Annexor Fees and Reimbursements) to read as follows:

Chapter 7 – Planning, Development and Building  
Article 7 – Subdivision Regulations  
Part 19 – Banning-Lewis Ranch Annexor Fees and Reimbursements

Section:

- 7.7.1901: Purpose And Applicability
- 7.7.1902: BLR Fees
- 7.7.1903: Fee Adjustment
- 7.7.1904: Fee Payment
- 7.7.1905: Reimbursement

- 7.7.1906: Charge For Reimbursement, Credit and Platting Fee Processing
- 7.7.1907; BLR Annexation Agreement Impact Fees

7.7.1901: PURPOSE AND APPLICABILITY:

In compliance with the Banning-Lewis Ranch (“BLR”) Annexation Agreements (collectively, the “Annexation Agreement”), the Settlement Agreements in District Court Case Nos. 99-CV-1944 and 01-CV 0566 and City Council Resolution No. 146-06, the annexors and City have prepared a BLR Annexor Shared Obligation Study<sup>1</sup>. The purpose of the Shared Annexor Obligation Study was to identify the annexors’ shared infrastructure obligations and to determine a fair method for cost sharing and reimbursement among the annexors. This part 19 establishes the BLR cost sharing/reimbursement program and shall apply to all property contained within the Annexation Plats of the BLR Annexations, Filing Nos. 1-20.

7.7.1902: BLR FEES:

The BLR General Annexor Shared Obligation Fee, BLR Parkway and Interchange Fees shall be set by City Council Resolution and shall be based upon the findings of the BLR Annexor Shared Infrastructure Study. The BLR fee resolution may be amended in accord with § 7.7.1903.

7.7.1903: FEE ADJUSTMENT:

The General Annexor Shared Obligation Fee and the BLR Parkway, and Interchange Fees may be modified by City Council as follows:

A. General Annexor Shared Obligation Fee

1. The land dedication element of this fee shall be adjusted annually to reflect any adjustment in the fee in lieu of park/school land dedication established in accord with part 12 of article 7 of this chapter (the “park/school fee”).
2. The cost to construct and equip the five (5) fire stations required by the BLR Annexation Agreement will be evaluated annually by the Colorado Springs Fire Department. The Annexor Shared Obligation Fee will be adjusted to reflect the Fire Department’s revised estimates for the cost for these facilities.
3. All other elements of the general Annexor Shared Obligation Fee shall remain fixed per the costs identified in the Annexation Agreement and/or the BLR Annexor Shared Obligation Study.

B. Parkway Fee

1. The right of way dedication element of this fee shall be adjusted annually to reflect any adjustment in the fee in lieu of park/school land dedication

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<sup>1</sup> Resolution No. \_\_\_\_-07 approved the Banning-Lewis Ranch Annexor Shared Obligation Study on \_\_\_\_\_, 2007.

established in accord with part 12 of article 7 of this chapter (the “park/school fee”).

2. The construction element of this fee shall be adjusted annually to reflect changes in construction costs as determined by the Colorado Springs Construction Index. Annexors may independently commission engineering studies regarding BLR Parkway design and construction costs at their own expense. Any annexor engineering studies shall be subject to review and approval by the City and may be used by the City to adjust the BLR Parkway Fee.
3. Interchange Fee
  1. The right of way dedication element of this fee shall be adjusted annually to reflect any adjustment in the fee in lieu of park/school land dedication established in accord with part 12 of article 7 of this chapter (the “park/school fee”).
  2. The construction element of this fee shall be adjusted annually to reflect changes in construction costs as determined by the Colorado Springs Construction Index. Annexors may independently commission engineering studies regarding the Parkway/Highway 24/Constitution Ave. Interchange design and construction costs at their own expense. Any annexor engineering studies shall be subject to review and approval by the City and may be used by the City to adjust the BLR Interchange Fee.

#### 7.7.1904: FEE PAYMENT:

##### A. Payment with Subdivision Platting.

The BLR General Annexor Obligation Fee, BLR Parkway and Interchange Fee shall be paid in conjunction with the recording of any subdivision plat, recorded after the date of the BLR Annexor Shared Infrastructure Study was adopted and approved by City Council, for property contained within the BLR. The BLR General Annexor Obligation Fee, BLR Parkway and Interchange Fee shall apply to all acreage contained within the plat, with the following exceptions:

1. Park sites and trail corridors, including those owned by Districts, for which parkland dedication credit will be granted by the City.
2. School sites for which school land dedication credit will be granted by a public school district.
3. Public facility site dedication required by the Annexation Agreement and identified within the approved BLR Annexor Shared Obligation Study.

4. Right-of-way dedicated for arterial roadways or the BLR Parkway and Interchange.
5. Property within the BLR located south of Drennan Road shall not be subject to the BLR Parkway fee.

B. Platting Fee Credit.

Annexors who have received reimbursement credits for constructing shared infrastructure, or for fulfilling shared obligations identified as reimbursable shared obligations by the BLR Annexor Shared Obligation Study, may apply reimbursement credit against platting fees owed.

C. Payment Prior to Platting.

The General Annexor Obligation Fee, BLR Parkway or Interchange Fee may be paid prior to platting at the annexor's option. Payment prior to platting shall be subject to a twenty percent (20%) early payment surcharge.

D. Escrowed Fees.

The City shall escrow all General Annexor Obligation Fee, BLR Parkway or Interchange Fees collected into a separate "BLR Reimbursement Fund" to be used for the sole purpose of reimbursing those annexors who construct shared infrastructure or who fulfill Annexation Agreement obligations identified as reimbursable shared obligations within the BLR Annexor Shared Infrastructure Study. Any interest or investment income that accrues on these funds will benefit the fund.

7.7.1905: REIMBURSEMENT:

A. Eligibility.

Annexors who construct shared infrastructure, or who fulfill shared obligations identified as reimbursable shared obligations by the BLR Annexor Shared Obligation Study, shall be eligible for reimbursement from the "BLR Reimbursement Fund" or receive credit against General Annexor Obligation and/or BLR Parkway fees owed. Any shared annexor obligation fulfilled after the approval date of the BLR Annexation Agreement (September 23, 1988) shall be eligible for reimbursement, with the exception of the prior dedication of the Jimmy Camp Creek Regional Park site.

B. Credit/Reimbursement for Public Facility Dedications.

Annexors dedicating land for any of the following public facility sites as required by the Annexation Agreement, and identified as reimbursable shared obligations by the BLR Annexor Shared Obligation Study, shall be eligible for a reimbursement or credit against General Annexor Obligation and/or BLR Parkway fees owed:

1. Park and ride site
2. Air monitoring stations
3. City service center
4. Police sub-station sites
5. Street sweeping disposal sites
6. Well sites
7. Water storage tank sites
8. Electric sub-station sites
9. Electric service center
10. Fire stations

The reimbursement or credit against General Annexor Obligation and/or BLR Parkway fees owed associated with these public land dedications shall be calculated by multiplying the City adopted park/school fee in effect as of the date of the site dedication or acceptance of the deed by the City, by the acreage of the public site dedication.

C. Credit or Reimbursement for Constructing and Equipping Fire Stations.

Annexors constructing and equipping fire stations required by the Annexation Agreement, and identified as a reimbursable shared obligation by the BLR Annexor Shared Obligation Study shall be eligible for a reimbursement or credit against General Annexor Obligation and/or BLR Parkway fees owed. Reimbursement shall be based upon actual construction and equipment costs incurred by the constructing annexor.

D. Creditor Reimbursement for Other Shared Annexor Obligations.

Annexors fulfilling any obligations listed below and identified as a reimbursable shared obligation by the BLR Annexor Shared Obligation Study shall be eligible for a reimbursement or credit against General

Annexor Obligation and/or BLR Parkway fees owed. The value of these obligations shall be as set forth with in the BLR Annexor Shared Obligation Study. These reimbursable shared obligations include:

1. BLR Annexor Shared Infrastructure Study
2. Sand Creek Drainage Basin Re-Study
3. Jimmy Camp Creek Drainage Basin Study
4. Payment for a radio repeater station

E. Credit or Reimbursement for Dedication of Right of Way and/or Construction of BLR Parkway.

1. Annexors dedicating right-of-way and/or fulfilling Parkway construction responsibilities for the segment of the BLR Parkway located north of Drennan Road as set forth in the Annexation Agreement shall be eligible for a reimbursement or credit against General Annexor Obligation and/or BLR Parkway fees owed. The value of these obligations shall be as follows:
  - a. The value of the BLR Parkway right-of-way dedication shall be calculated by multiplying the City's park/school fee in effect as of the date of the right-of-way dedication by the acreage of the dedication.
  - b. A preliminary reimbursement shall be determined for BLR Parkway construction based upon the cost estimate for Parkway construction approved by the City in conjunction with the posting of the financial security for the Parkway construction. The final reimbursement amount shall be determined based upon actual construction costs submitted by the constructing annexor and accepted by the City. Adjustments in reimbursement, or fees owed, will be made if the final reimbursement amount differs from the preliminary estimate.
2. Annexors dedicating right-of-way and/or fulfilling Parkway construction responsibilities for the segment of the BLR Parkway located south of Drennan Road shall not be eligible for a reimbursement from other annexors, or receive credit against General Annexor Obligation and/or BLR Parkway fees owed except as follows:

- a. BLR Parkway constructed on the boundary of another annexor's property shall be subject to cost recovery from the annexor having frontage on other side of the arterial in accord with § 7.7.705(D).
- b. Annexors required by the City to construct the BLR Parkway through property owned entirely by another annexor shall be eligible for cost recovery from those annexors having frontage along the BLR Parkway in accord with § 7.7.705(D).

F. Credit or Reimbursement for BLR Parkway Interchange Construction.

Annexors fulfilling the BLR Parkway/Highway 24/Constitution Avenue Interchange construction obligation as set forth in the Annexation Agreement shall be eligible for a reimbursement or credit against BLR Parkway Interchange fees owed. The value of the BLR Parkway Interchange construction shall be equal to the cost estimate for the BLR Parkway/Constitution Avenue/Highway 24 Interchange provided by the constructing annexor and accepted by the City in conjunction with the approval of the interchange design.

G. Reimbursement or Platting Fee Credit.

Annexors who construct shared infrastructure or who fulfill obligations identified as reimbursable shared obligations by the BLR Annexor Shared Obligation Study, shall be eligible for reimbursement or credit against General Annexor Obligation and/or BLR Parkway fees owed. In conjunction with a request for reimbursement, the annexor may choose to be reimbursed from the "BLR Reimbursement Fund" or choose to have the reimbursement applied to current or future General Annexor Obligation and/or BLR Parkway fees owed.

In conjunction with the filing of each subdivision plat, the City shall calculate all platting fees and reimbursements associated with the plat and determine the net platting fees owed or reimbursement due. In the event that platting fees are owed, the Annexor may apply reimbursement to cover these fees as set forth above.

H. Payment of Reimbursement Owed.

The City shall process all annexor reimbursement requests in a timely manner and shall pay approved reimbursement requests from the BLR Reimbursement Fund on a quarterly basis. All reimbursement payments will be processed on a first-in, first-paid basis and shall be paid to the extent that monies are available in the fund.

I. Transfer of Reimbursement or Credit.

The City will process reimbursements from the “BLR Reimbursement Fund”, and/or apply credits owed to the annexors who have constructed shared infrastructure, or who have fulfilled obligations identified as reimbursable shared obligations within the adopted BLR Annexor Shared Obligation Study. The City shall recognize the transfer of reimbursements to other parties subject to the filing, and City acceptance of, an “Assignment of Reimbursements” form.

7.7.1906: CHARGE FOR REIMBURSEMENT, CREDIT AND PLATTING FEE PROCESSING:

The City may impose a fee or charge to cover all expenses associated with the intake of reimbursement or credits, collection of platting fees and administration of the BLR Annexor Shared Obligation Study.

7.7.1907: BLR ANNEXATION AGREEMENT IMPACT FEES:

The BLR General Annexor Obligation Fee, BLR Parkway and Interchange Fee shall be separate from, and in addition to, the “Off-Site Roadway Improvement Fee” and the “Urban Service Extension Fee” as set forth in the BLR Annexation Agreement.

Section 5. This ordinance shall be in full force and effect from and after its passage and publication as provided by Charter.

Section 6. Council deems it appropriate that this ordinance be published by title and summary prepared by the City Clerk and that this ordinance shall be available for inspection and acquisition in the office of the City Clerk.

Introduced, read, passed on first reading and ordered published this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK