

# **CASCO PARCEL ANNEXATION IMPACT REPORT**

**August 5, 2022**

The petitioner and property owner, Collossee Management LLC, (“**Owner**”), has submitted annexation petition requests to the Town of Calhan consisting of approximately 24 acres of land located in unincorporated El Paso County, Colorado. The State of Colorado requires that an Annexation Impact Report (“**AIR**”) be prepared and submitted to the Board of County Commissioners of El Paso County prior to being heard by the Calhan Board of Trustees. The required elements of the AIR are as follows:

## **C.R.S §31-12-108.5. Annexation Impact Report**

The municipality shall prepare an impact report concerning the proposed annexation at least twenty-five days before the date of the hearing (set for August 30, 2022 Board of Trustees Special Meeting) established pursuant to section 31-12-108 and shall file one copy with the board of county commissioners governing the area proposed to be annexed within five days thereafter. Such report shall not be required for annexations of ten acres or less in total area or when the municipality and the board of county commissioners governing the area proposed to be annexed agree that the report may be waived.

### Such report shall include, as a minimum:

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

Pursuant to C.R.S §31-12-108.5, Owner submits the following information:

**a) A map or maps of the municipality and adjacent territory to show the following information:**

**(I) The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;**

The Existing Town and County Boundary Exhibit, attached hereto as Exhibit A, is a contextual map of the existing boundaries, which shows the site and current Town and County boundaries.

The Proposed Town and County Boundary Exhibit, attached hereto as Exhibit B, is a contextual map of the proposed annexation, which shows the site and proposed Town and County boundaries.

**(II) The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation; and**

The Existing Streets and Utilities Exhibit, attached hereto as Exhibit C, depicts this information.

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

The Existing Zoning Exhibit, attached hereto as Exhibit D, shows the existing land use pattern for the area being annexed. The existing land use is open space, forestry, agriculture and recreation.

The Land Use Plan, attached hereto as Exhibit E, shows the proposed land use pattern for the area being annexed. The proposed annexation includes the development of the annexation property as a mixed-use commercial and residential development.

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

The draft Annexation and Development Agreement is attached hereto as Exhibit F.

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

Sewer lines will be extended to the property from the main lines on Crystola Street and/or Monument Street. Water lines will be extended from the Hahn Road water tower and/or 10<sup>th</sup> Street and Monument Street. Attached to as Exhibit G

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

The Town will not be extending or providing services to the annexation area immediately upon annexation. The Town anticipates more detailed land use and infrastructure planning prior to development of the area so that at the

time of development municipal services are available to serve the area. Upon development and subject to additional planning, sewer lines will be extended.

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

It is our understanding that the Town will require the Developer/Petitioner to pay for connection to Town services. The developer will be required to contribute a portion of the upgrades needed for the sewer system and towards a new water well.

- f) **A statement identifying existing districts within the area to be annexed;**

The Calhan Fire District and the Calhan School District will be included.

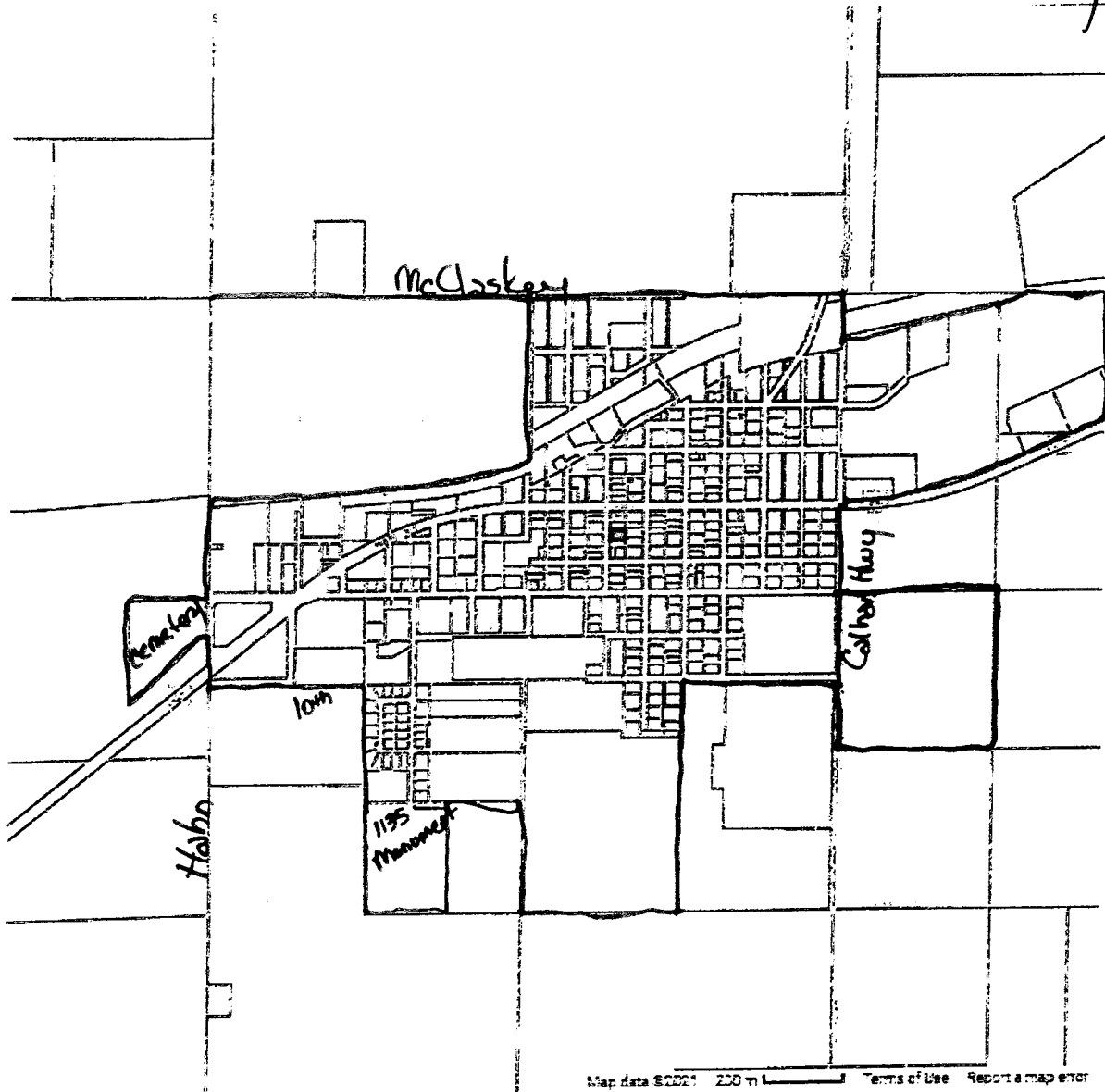
- g) **A statement on the effect of annexation upon local-public school district systems, including the estimated number of students generated and the capital construction required to educate such students.**

While the parcel is currently unoccupied, it is our understanding that the proposed development will include single-family and multi-family housing units. The Town will need to consider the potential impact on local schools, but may estimate said impacts based on the number of new students anticipated to be generated by the addition of new housing within the Town.

# Exhibit A

El Paso County - Community: Property Search  
Schedule Number: 2202134006

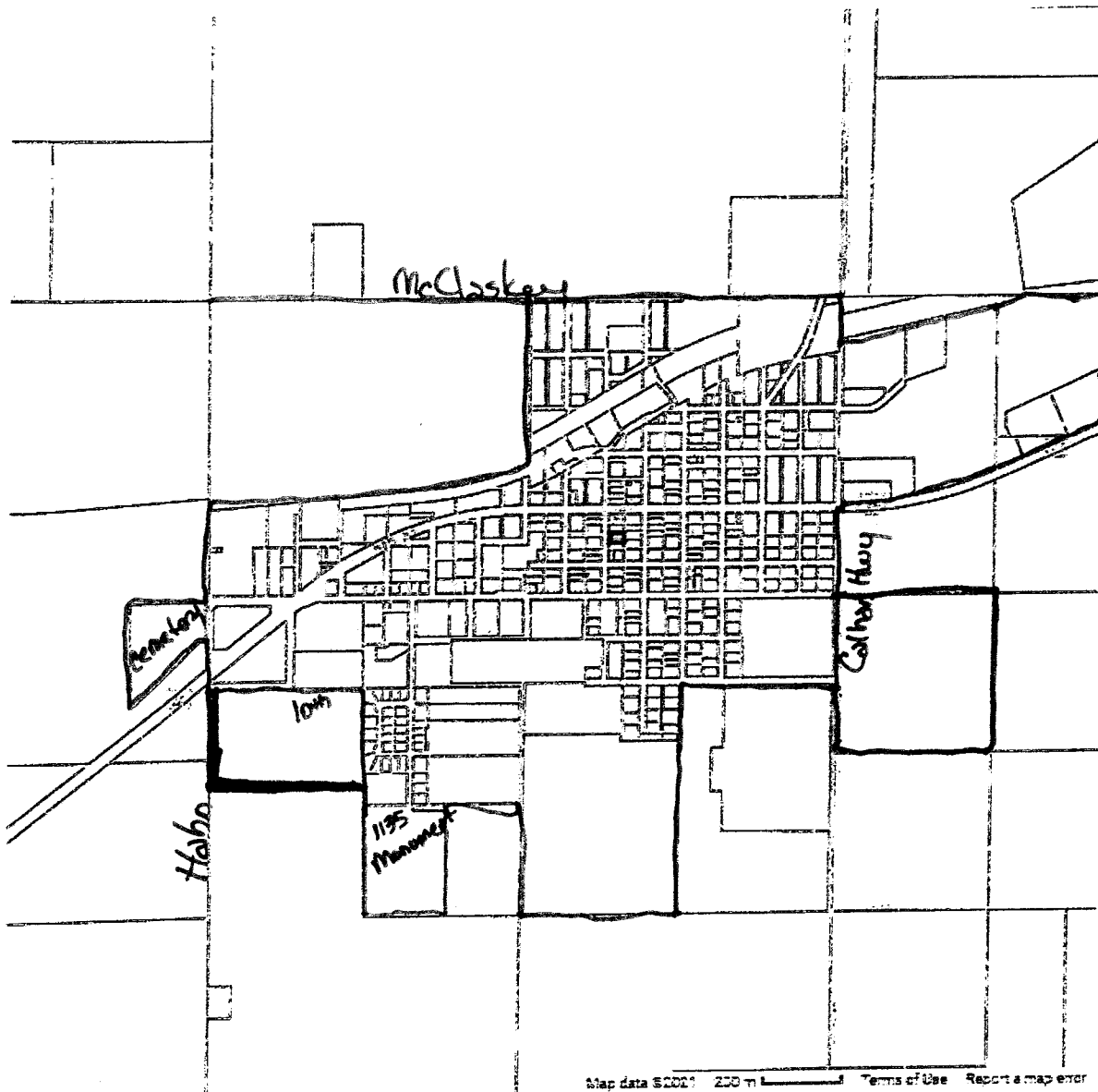
Existing



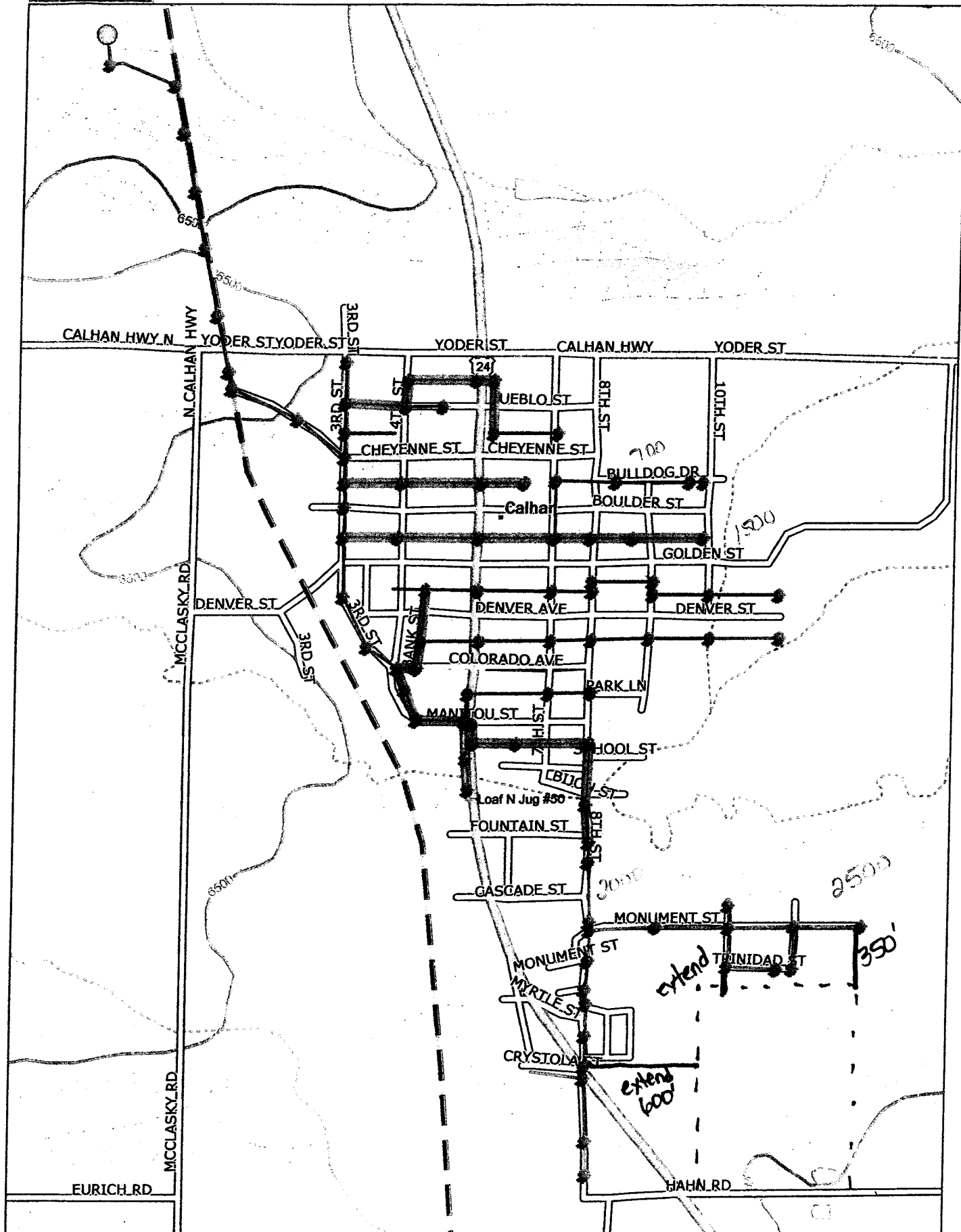
# Exhibit B

El Paso County - Community: Property Search  
Schedule Number: 2202134006

Proposed



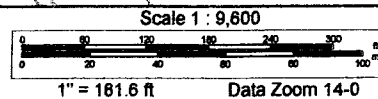


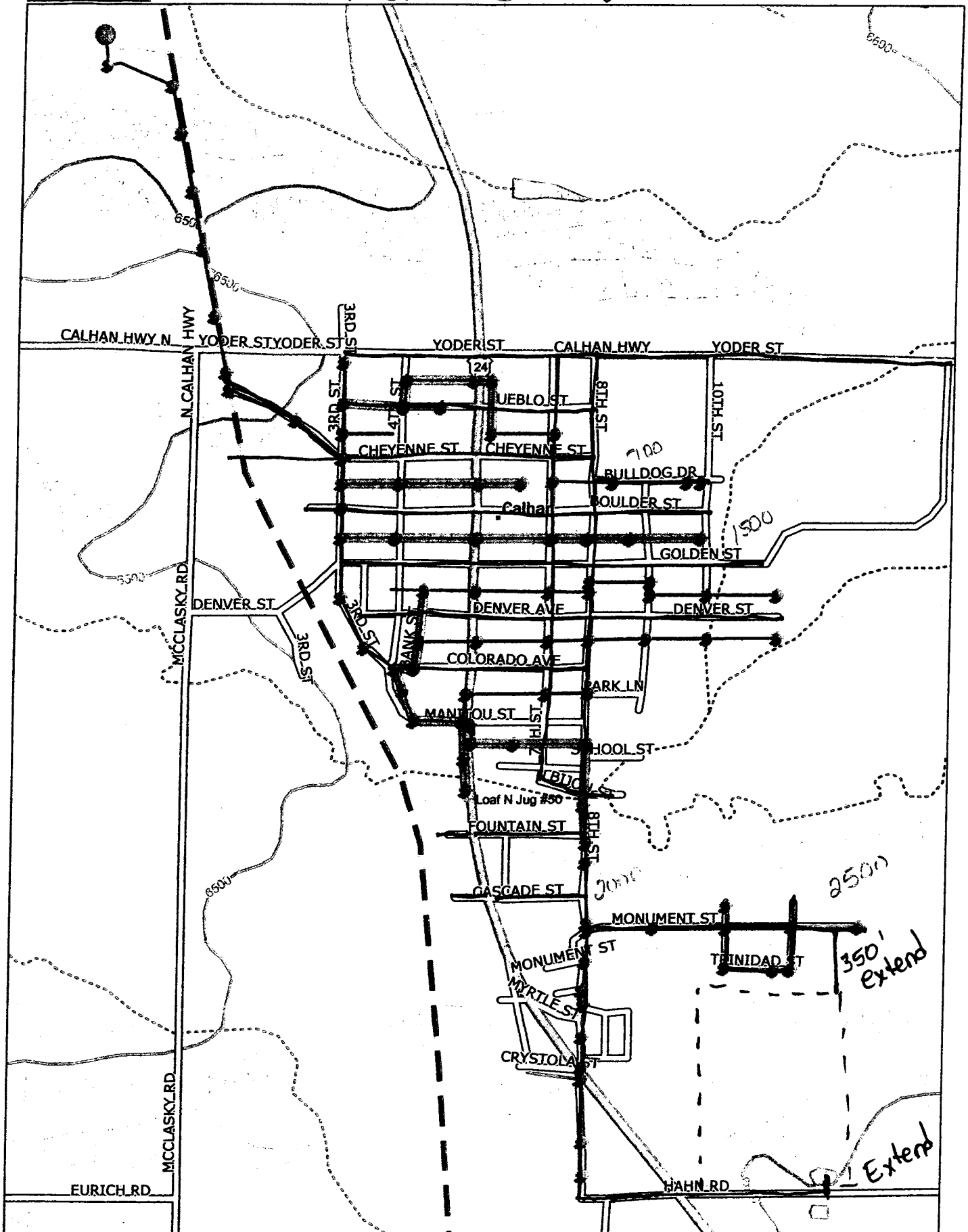


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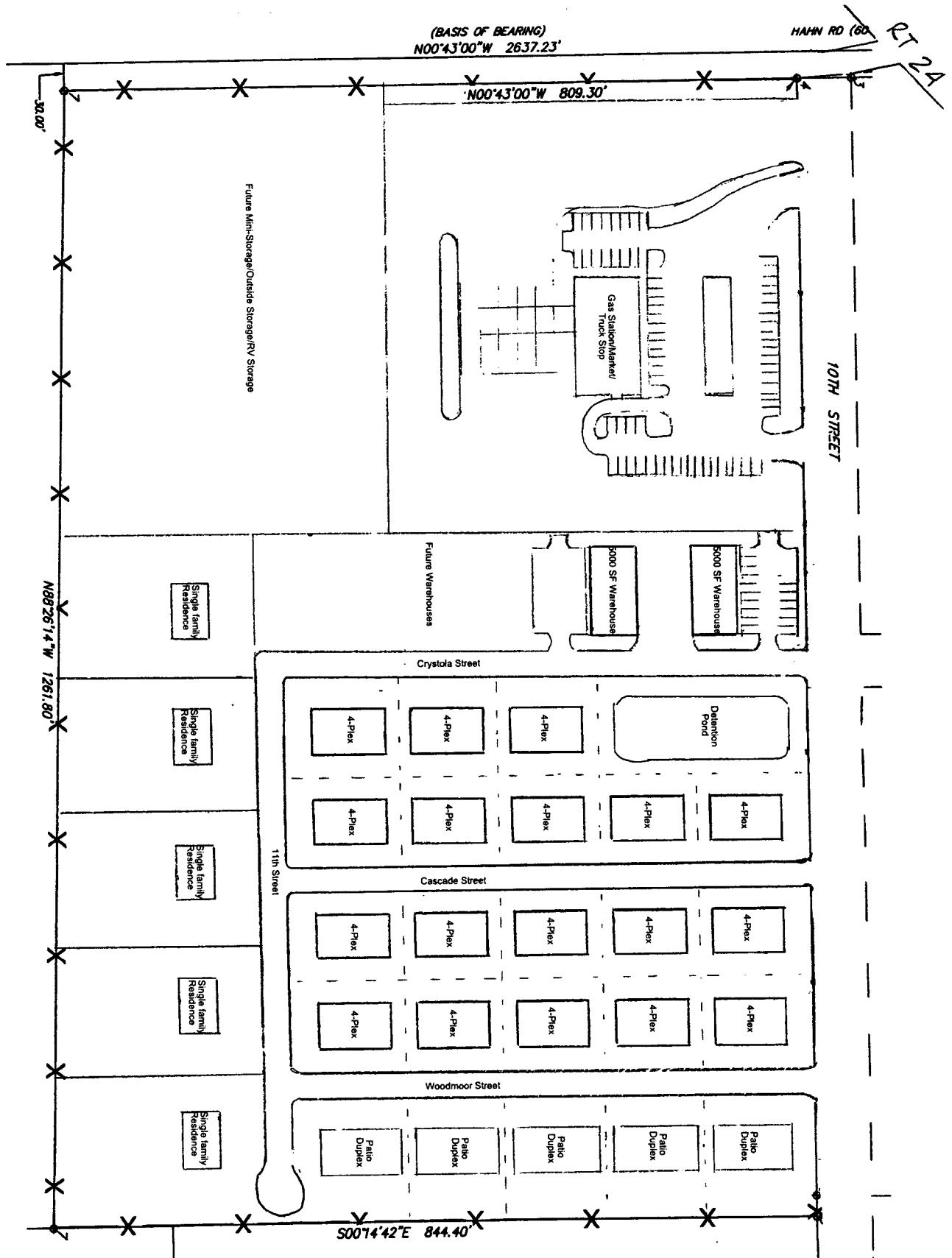
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# Exhibit E



# Exhibit F

**\*DRAFT\***

## **CASCO ANNEXATION AGREEMENT**

THIS ANNEXATION AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date") by and between the Town of Calhan, a Colorado municipality with an address of \_\_\_\_\_ (the "Town"), and \_\_\_\_\_, natural person with an address of \_\_\_\_\_ ("Owner") (each a "Party" and collectively the "Parties").

WHEREAS, Owner is the owner of certain real property located in unincorporated El Paso County and more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, Owner desires to have the Property annexed to the Town;

WHEREAS, the Town wishes to annex the Property into the Town upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Parties hereby agree as follows:

1. **Annexation.** The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

2. **Purpose.** The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by Owner upon annexation and initial development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Calhan Municipal Code, as amended, and other applicable law.

3. **Water Rights.** Upon annexation of the Property into the Town, Owner shall dedicate any and all adjudicated water rights to the Town which are appurtenant to the Property as set forth in the Calhan Municipal Code. In addition, Owner shall dedicate to the Town all nontributary ground water rights associated with the Property. To the extent that Owner requires additional water rights to serve the proposed development of the property, Owner shall pay a fee in lieu to acquire said rights, to be determined by the Town at the time of subdivision, depending upon Owner's need.

4. **Sewer Service.** The Town shall only provide sanitary sewer service to the Property at such time as the Town provides water service to the Property pursuant to paragraph 5 below. To the extent sewer lines shall be constructed to connect to such Town sanitary sewer main, the construction of such lines shall be the obligation and at the sole expense of Owner. Additionally, Owner shall share in any costs associated with expanding the Town's sewer facilities to provide sewer service to the Property. Owner shall pay the fees associated with construction and connection to sewer lines, and an equal share of any upgrades necessary to the Town's sewer system, at the subdivision stage. The construction and extension of any such necessary lines and associated infrastructure shall be constructed in accordance with Town standards and

specifications. The Town shall determine the sewer tap fees and rates based on the Calhan Municipal Code and Owner shall comply with all other applicable provisions in the Calhan Municipal Code which address sanitary sewer service from the Town.

5. Water Service. The Owner shall pay for the construction and connection of water lines to facilitate provision of water service to the Property by the Town. Additionally, Owner shall share in any costs associated with drilling new wells necessary to provide water service to the Property. Owner shall pay the fees associated with construction and connection to water lines, and an equal share of the cost of drilling of new wells, at the subdivision stage. The Town shall determine the water tap fees and rates based on the Calhan Municipal Code and Owner shall comply with all other applicable provisions in the Calhan Municipal Code which address water service from the Town.

6. Easements. Owner agrees to acquire at its own expense and to dedicate to the Town by special warranty deed all utility easements within the Property as necessary to provide for the location of water and wastewater distribution, collection and transmission lines and related facilities.

7. Special Districts. On or before the Effective Date of Annexation, Owner shall provide the Town with evidence that the Property is included within any applicable special district.

8. Permissible Uses of Property.

a. Owner shall be limited to the following uses, as identified in the site plan, attached hereto and incorporated herein as **Exhibit B**:

- i. Single-family residential;
- ii. Multi-family residential;
- iii. Commercial; and
- iv. Industrial.

b. Upon annexation, the Property shall be maintained in good condition and Owner shall immediately comply with the Town's nuisance ordinance.

c. Subject to the foregoing, Owner may develop the Property in accordance with this Agreement, Town ordinances and regulations and other applicable law.

9. Vested Rights. Upon annexation, Owner waives any prior vested property rights that may have been acquired in El Paso County and acknowledges that this Agreement creates no new vested rights.

10. Remedies. Owner's remedies against the Town for the Town's breach of this Agreement are limited to breach of contract claims. The Town's remedies under this Agreement include without limitation the following:

- a. The refusal to issue any building permit or certificate of occupancy.
- b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party.
- c. A demand that the security given for the completion of the public improvements be paid or honored.
- d. Any other remedy available at law.

11. Authority of the Town. Nothing in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its inhabitants.

12. Termination. If the zoning as set forth herein is not approved by the Town, or if the annexation of the Property is not completed, then this Agreement shall be null and void and of no force and effect whatsoever.

13. Town's Fees. Owner shall be responsible for paying the Town's costs associated with the annexation of the Property, including, without limitation, the cost of preparing the annexation report, the cost to review and process the annexation materials, attorney's fees, and the fees for the Town's water engineer.

14. Miscellaneous

a. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

b. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

c. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

d. Third Parties. There are no intended third-party beneficiaries to this Agreement.



The foregoing instrument was subscribed, sworn to, and acknowledged before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_.

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

(SEAL)

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

DRAFT

EXHIBIT A (Annexation Agreement)

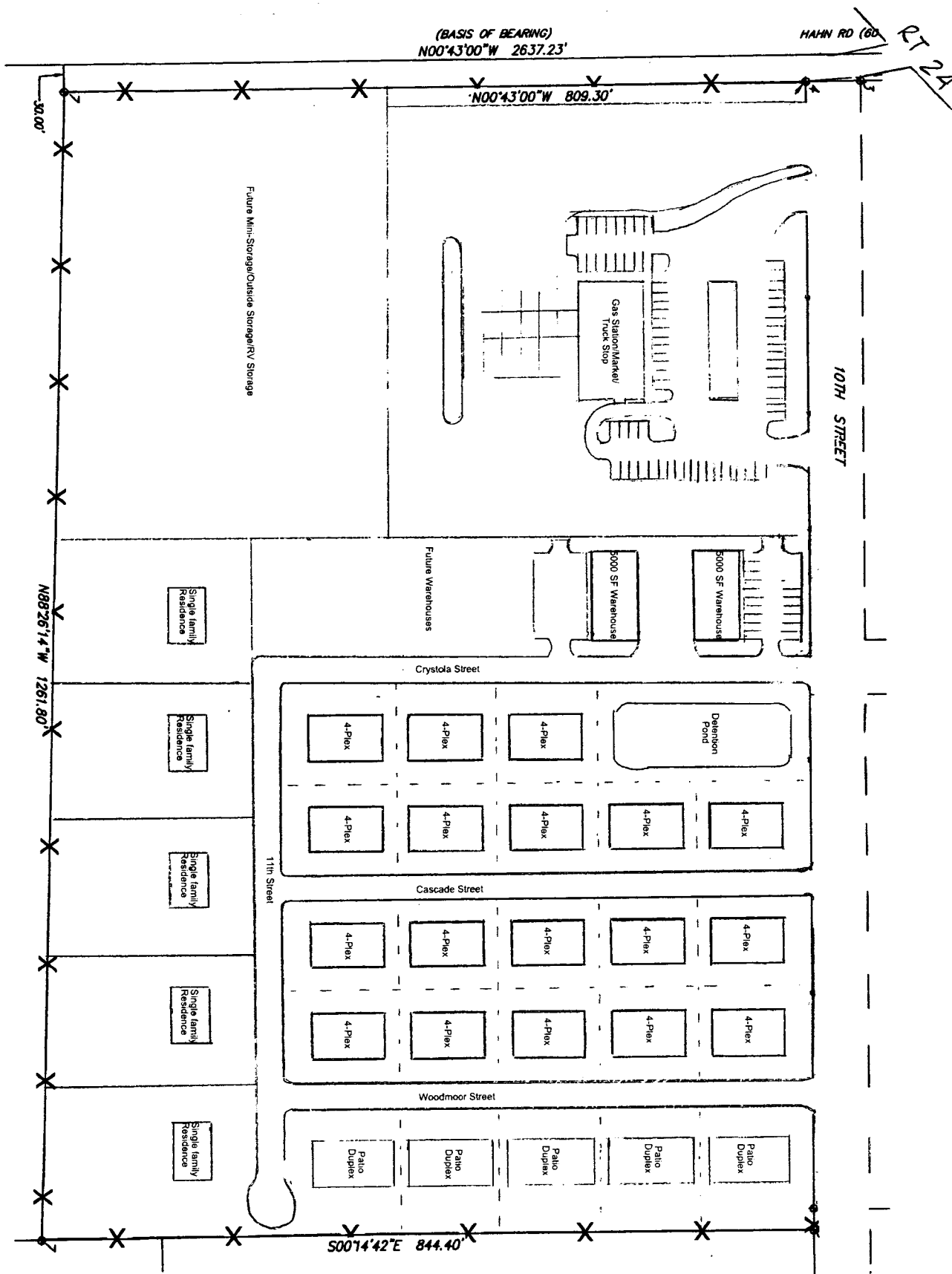
A TRACT OF LAND LOCATED IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 2, TOWNSHIP 12 SOUTH RANGE 62 WEST OF THE 6<sup>TH</sup> P.M. IN EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF HAHN ROAD AND THE SOUTH RIGHT-OF-WAY OF 10<sup>TH</sup> STREET, THENCE ALONG SAID RIGHT-OF-WAY OF 10<sup>TH</sup> STREET N 89°58'00" E, A DISTANCE OF 1267.85'; THENCE S 00°14'42" E, A DISTANCE OF 844.40'; THENCE N 88°26'14" W ALONG A FENCE LINE, A DISTANCE OF 1261.80' TO A POINT ON SAID EASTERLY RIGHT-OF-WAY OF HAHN ROAD, THENCE ALONG SAID EASTERLY RIGHT-OF-WAY N 00°43'00" W, A DISTANCE OF 809.30' TO THE POINT OF BEGINNING.

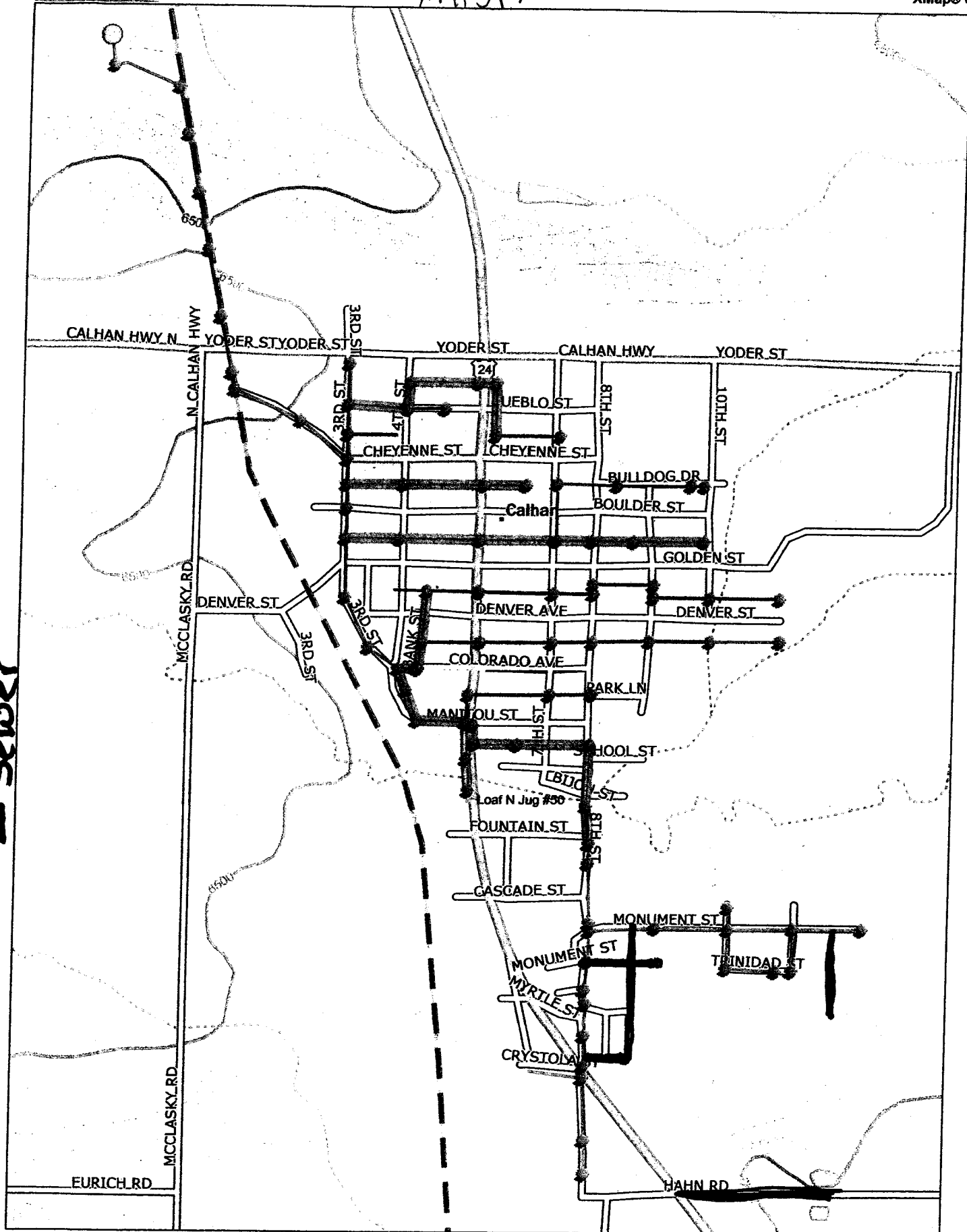
SAID TRACT OF LAND CONTAINING 1045466.7 SQ. FT. OR 24 ACRES MORE OR LESS.



Exhibit B (Annexation Agreement)



Water  
Sewer

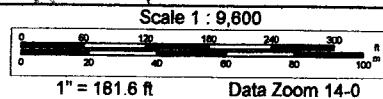


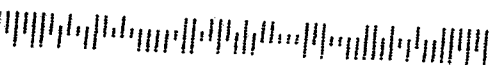
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North Arrow





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AUG 09 2022

EL PASO COUNTY,  
COMMISSIONERS

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MAILED

Clerk of the Board of  
County Commissioners  
200 S. Cascade, Suite 100  
Colorado Springs, Co

80903