

May 31, 2021

Letter of Intent

- Owner: Maria Aguilar
8011 Alaya Way
Fountain, CO 80817
719 287-3086
- Applicant: Esquibel and Son Excavation (Phil Esquibel)
3122 N. Jon Street
Colorado Springs, CO 80907
710 001.8282

Site Location, Size and Zoning

To whom it may concern, Maria Aguilar the owner, of the residence located at 8011 Alaya Way, CO 80907 is requesting to build a new detached accessory living quarters. The property is 10.8 acres and is zoned RR-5. The main residence is a modular home and installed in October 24, 2002. It has 1,071 sf of living space that Maria Aguilar's Son will live in.

Request and Justification

We are requesting approval to install a modular home that is 1,064 sf detached accessory living quarters for Maria Aguilar to reside in. This will allow Maria's family to live on the large land partial. The accessory living quarters will not be rented. The accessory living quarters will follow zoning requirements for RR-5 and complies with the land development code for accessory living quarters.

Existing and Proposed Facilities, Structures, Roads, etc.

The detached accessory living quarters will utilize existing water and electrical facilities. The accessory living quarters will be on the same meter as the primary residence and no separate billing will be made for it. There is a septic permit request for the accessory living quarters. The new driveway access request for the accessory living quarters will meet all of the El Paso County regulations. There will be no significant impact to the amount of traffic, with a new access for the accessory living quarters. Land disturbance will not adversely affect any of the built drainage swells that accept water run-off from Alaya Way. These water swells are seasonal and only control rain water.

Should this special use be approved, the special use will be consistent with the applicable Master Plan and will preserve the character of the neighborhood and be compatible with the existing land uses within the area. The overall impact will not overburden or exceed the capacity of public facilities and services. This special use will not create unmitigated traffic congestion and has adequate legal access. This special use will comply with all applicable local, state, and federal laws and regulations regarding air, water, light, or noise pollution, and will not otherwise be detrimental to the public health, safety, and welfare or the present or future residents of El Paso County, and conforms to all other applicable county rules, regulations or ordinances. The special use is generally consistent with the applicable Master Plan; This request is in line with the applicable master plan that will be a single-family property with an accessory living quarters and is consistent with properties in the area.

This special use will be in harmony with the character of the neighborhood and will generally be compatible with the existing and allowable land uses in the surrounding area; The outward appearance of the property will not change as a result of this special use. Zoning allows for detached accessory living quarters provision.

The special use will comply with all applicable local, state, and federal laws and regulation regarding air, water, light, or noise pollution.

The special use will not be detrimental to public health, safety or welfare of present or future residents of El Paso County as it is a residence for Maria Aguilar.

The special use be in harmony with the character of the neighborhood and will generally, be compatible with the existing and allowable land uses in the surrounding area.

The special use conforms or will conform to all other applicable county rules, regulations or ordinances.

This request for a special use permit for an accessory living quarters is also consistent with the El Paso County Policy Plan. Goal 13.1 of that is to encourage an adequate supply of housing types to meet the needs of county residents. In addition, Policy 13.1.3 recognizes the need for housing alternatives that provide for the county's special populations. Special populations may include low income, elderly, and physically and mentally impaired. The Policy Plan housing recognizes the need for housing alternatives to allow for proper care of the county's special populations. The extended family housing provisions was added to the land development Code specifically to accommodate special populations and family needs. Since this accessory living quarters will be used to provide support for Maria Aguilar by her Son, living close by, I believe my proposed project is clearly consistent with the stated goal of the El Paso County Policy Plan.

***Water Topic in question**

The County has a very valid point regarding the water to support the Accessory Living Quarters. We have contacted Wig Wam Mutual Water. The Board has been very understanding and is going to provide water for the Accessory Living Quarters per a Contract. Maria Aguilar will have a water cistern installed at the same time excavation for the Accessory Living foundation is being built. This will be a solution to not only a water shortage but also water supply to the Accessory Living in case Maria is not physically able to live in the Accessory Quarters. The cistern will be plumbed separately, to not cross contaminate Wig Wam water supply. The Contract mentioned is attached.

Sincerely,

Maria Aguilar

Phil Esquibel
Esquibel and Son Excavation

Agreement

This Agreement between the Wigwam Mutual Water Company, herein as "Company"; and, Maria Aguilar, 8011 Alaya Way, Fountain, Colorado 80817, herein as "Applicant"; sets forth the terms and conditions of a Variance to water service to the Applicant's address as follows:

1. This Variance is hereby granted to Applicant for the term of two years from the date of execution of this agreement by Company, granting Applicant the right to connect two mobile home structures to the existing single family water tap subject to the following conditions as follows:
 - a. The combined water monthly water usage shall not exceed the maximum amount allowed for single water tap in tier 1 of the Company's rates, as amended from time to time.
 - b. Water shall be used according to the terms and conditions of the Company's bylaws, rules and regulations as amended from time to time.
 - c. In case of transfer of title of the real property of Applicants above stated address, the Variance shall terminate immediately.
 - d. There are no verbal representations stated by either party herein.
2. This Agreement represents the entire agreement of the parties with respect to the subject matter covered herein. All negotiations, consideration, representations and understandings between the parties are incorporated and merged herein. This Agreement may be modified or altered only by the parties' written agreement.
3. In the event of any dispute between the parties concerning this Agreement or in the event of any action to enforce this Agreement or to collect damages on account of any breach of the obligations provided for herein, the prevailing party shall be entitled to recover from the other party, all costs and expenses, including reasonable attorney fees, incurred in such litigation as well as all additional costs of enforcing and collecting any judgment rendered in such action.
4. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Proper venue shall be in the District Court of El Paso County, Colorado.
5. All parties to this Agreement represent that they have the full power and authority to enter into and perform this Agreement and to bind their principal.
6. Unenforceability of any provision contained in this Agreement shall not affect or impair the validity of any other provision of this Agreement, provided that the primary purposes of this Agreement remain fulfilled.
7. This Agreement may be executed in counterparts, which when combined shall constitute the agreement of the parties.
8. The covenants, agreements and obligations herein contained shall extend to, bind and inure to the benefit not only of the parties hereto but their respective personal representatives, heirs, successors and assigns.

(Wigwam Mutual Water Company, Maria Aguilar Agreement)

THIS AGREEMENT is executed the date and year set forth below.

Maria Aguilar 5/30/21
Maria Aguilar Date

Charles K. DeVore 5-28-2021
Charles K. DeVore Date
President
Wigwam Mutual Water Company