# GENERAL APPLICATION FORM COLORADO SPRINGS OLYMPIC CITY USA Site Address: 6795 Temple lon Culto Direction from Nearest Street Tax Schedule Number(s): 530172 000 0007

Edited 9/25/18

12.9

Acreage:

SCUTHEAST OF TUTT BOYLEVARD Tax Schedule Number(s): 53073000007 Intersection: & CIOLI RIVGE KOAD TYPE OF PLAN(S) - Check all that apply. Note: MJ=Major Amendment; MN=Minor Amendment; MM=Minor Modification 2020 Land Use Map Amendment Property Boundary Adjustment Administrative Relief PUD Concept Plan O New OMJ OMN OMM Amendment to Plat Restriction PUD Development Plan C New CMJ CMN CMM Annexation PUD Zone Change Building Permit to Unplatted Land Street Name Change Building Permit Prior to Platting Subdivision Plat ○ Prelim ② Prelim & Final ⑤ Final CMRS No.  $\bigcirc 1$  $\bigcirc$ 3 O Design O Process Subdivision Waiver Concept Plan O New OMJ OMN OMM ☐ Use Variance O New OMJ OMN OMM Conditional Use CNew CMJ CMN CMM ☐ Vacation of Plat Coordinated Sign Plan (CSP) Waiver of Replat ☐ Development Agreement ▼ Zone Change; Proposed Zone: Development Plan New OMJ OMN OMM Historic Preservation Re-roof Hearing Request FBZ Development Plan ONew OMJ OMN OMM Landscape Plan OPreliminary OFinal Olrrigation FBZ Conditional Use O New OMJ OMN OMM Master Plan ONew OMJ OMN OMM FBZ Interim Use Plan ☐ Nonuse Variance FBZ Minor Improvement Plan Preservation Easement Adjustment FBZ Warrant PROPERTY OWNER AND/OR APPLICANT/CONSULTANT ACKNOWLEDGEMENT OF RESPONSIBILITIES: The signature(s) hereby certify that the statements made by myself and constituting part of this application are true and correct. I am fully aware that any misrepresentation of any information on this application may be grounds for denial of this application. I agree that if this request is approved, it is issued on the representations made in this submittal, and any approval or subsequently issued building permit(s) or other type of permit(s) may be revoked without notice if there is a breach of representations or conditions of approval. The applicant/owner by his or her signature understands and agrees that he or she is responsible for the completion of all on-site and off-site improvements as shown and approved on the final plan (including landscaping, paving, lighting, etc.) prior to receiving a Certificate of Occupancy. Signature of Property Owner P105 P5 1220L Signature of Developer Date APPLICANT CONTACT INFORMATION (please print or type) Contact Name: Phone: **Contact Name** Phone: Chucke @ mue civil **PLANNER AUTHORIZATION: (CITY USE ONLY)** Checklists Distribution Form Project Blurb E-mail to Admin. Initial Review Level: 🖊 AR 🦳 CPC Assigned to: Receipt No.: 34833 City File No:



# Final Plat Application Requirements

#### **REVIEW CRITERIA:** It is the purpose and intent of this article:

- A. To promote the health, safety, convenience and general welfare of the citizens of the City.
- B. To set forth appropriate standards for subdivision design which will:
  - 1. Encourage the development of sound, economical, stable neighborhoods and create a healthy living environment for the residents of the City, in conformance with the goals and policies of the Comprehensive Plan.
  - 2. Provide for lots of adequate size, configuration and appropriate design for the purpose for which they are to be used and to accommodate the physical features of the site.
  - 3. Promote design flexibility.
  - 4. Provide for streets of adequate capacity and with which appropriate improvements will handle anticipated traffic flow.
  - 5. Preserve the significant natural features and environmental quality of the City.
- C. To set forth appropriate standards for utilities and services which will:
  - 1. Provide an efficient, adequate and economical supply of utilities and services to land proposed for development, in order to assure that governmental costs are minimized to the greatest extent possible.
  - 2. Ensure at the time of subdivision that adequate storm drainage, sewage disposal and other utilities, services and improvements needed as a consequence of subdivision of land are provided.
  - 3. Provide for the undergrounding of all public utilities lines up to thirty thousand (30,000) volts except as otherwise provided in section 7.7.805 of this article.
- D. To assure the provision of adequate and safe circulation which will:
  - 1. Minimize traffic hazards through means of appropriate street design, and provide for safe and convenient vehicular and pedestrian traffic circulation.
  - 2. Provide for adequate vehicular access to abutting properties and the subdivider's remaining holdings.
  - 3. Assure that street rights of way are provided for in accord with the major thoroughfare plan and the City Engineer design manual.
  - 4. Provide for safe and convenient pedestrian access throughout the community.
- E. To assure adequate public facilities are provided which will:
  - 1. Enhance the coordination of subdivision development with the provision of public facilities such as parks, recreation areas, schools and other types of community facilities.
  - 2. Ensure that public facilities are provided in accord with the City's Comprehensive Plan.
  - 3. Provide for adequate law enforcement and fire protection facilities.
- F. To ensure the appropriate development of the community through the implementation of the goals and policies of the Comprehensive Plan. (Ord. 96-44; Ord. 01-42)

SUBMIT	TAL CHECKLIST: The following items will need to be included in any Final Plat review submittal.	
<u>Applican</u>	<u>t</u>	Planner
⊠ <u>Ge</u> i	neral Development Application Form	
1 cc	opy of a <b>Project Statement</b> identifying the following:	
$\nabla$	<ol> <li>A clear description of the proposed plat. If public easements dedicated by plat to the City are to be vacated as of the request, indicate this within the project statement letter;</li> </ol>	oart
×	<ol> <li>A justification based on the review criteria addressing why the proposed plat should be approved; and</li> <li>An issue list stating how each of the pre-application issues, as communicated to the applicant/owner by the reviewing planner, has been addressed in the proposed subdivision plat.</li> </ol>	
<b>⋈</b> 1 co	opy of a <b>Final Plat</b> showing all "Plan Contents" below	
X All	plans, documents, and reports uploaded to <b>Dropbox folder</b> (Planner to send folder invite through email)	
X A le	egal description of the proposed project	
2 cc	opies of a <b>Geologic Hazard Report</b> or <b>Waiver</b>	nta
<b>※</b> 2 cc	opies of a <b>Drainage Study</b>	
□ 2 cc	opies of a <b>Traffic Impact Analysis</b>	nta
X Sul	bmittal of the Wastewater Facilities Master Report to Colorado Springs Utilities (CSU)	
	Email completed form and map to www.asterplansubmit@csu.org prior to application submittal.	

**SUBMITTAL CHECKLIST**: Continued from previous page. **Applicant** <u>Planner</u> **Proof of Ownership** via title insurance, tax assessor's statement, or a deed. Ad Valorem Taxes - proof payment via paid tax receipt, an archive report, or a certificate for ad valorem property taxes. | ★ A copy of the **Pre-Application Meeting Summary** letter from the assigned City Planner. 1 copy of an approved Preliminary Plat or Concept, or Development Plan for the proposed project.

Utility Line Locates provided if public easements dedicated by plat to the City are to be vacated, unless waived by Springs Utilities (refer to content requirements).

Mineral Estate Owner Notification Certification Affidavit (Public Hearing Items ONLY). X 1 copy of an approved Preliminary Plat or Concept, or Development Plan for the proposed project. Utilities (refer to content requirements). Mineral Estate Owner Notification Certification Affidavit (Public Hearing Items ONLY). PLAN CONTENT REQUIRMENTS: The content of the final plat must include the following information. **General Information** Name of subdivision at the top of the sheet, followed by a subtitle identifying the Section, Township and Range along with City, County and State. Sheet Size shall be 24" x 36" including 1/2" border with 'landscape' orientation. |X| Indication of standardized scale, both fractional and bar (i.e. 1'' = 20') North arrow ▼ Vicinity Map (does not have to be to scale). A vicinity location necessary to locate the tract. □ Date of preparation of the plat Legal Description of the overall boundary of the subdivision with acreage. All courses on the legal shall be shown and labeled on the plat drawing. **▼** Easement statement of standard easements as required on all, side rear and front lots lines. as well as site triangle easements. Dedication Statements. Statements of land to be dedicated to the City for parks, playgrounds or other public uses, grants of easements and dedication of public streets and alleys to the City. All plats with public easements and/or tracts must have the dedication statement: The undersigned does hereby dedicate, grant and convey to the City of Colorado Springs those Public" X Easements (and tracts) as shown on the plat; and further restricts the use of all Public Easement to the City of Colorado Springs and/or its assigns, provided however, that the sole right and authority to release or quitclaim all or any such Public Easements shall remain exclusively vested in the City of Colorado Springs." All plats with public streets shall have the following sentence in the dedication statement: X "All public streets are hereby dedicated to the City of Colorado Springs for public use." All plats with other tracts being dedicated to the City shall have: (1) A sentence in the dedication statement similar to "Tract X is hereby dedicated to the City of Colorado Springs for public use. П (2) A special numbered plat note defining the purpose and perpetual maintenance responsibility for the tract such as "Tract X is for public drainage, landscaping, trail and open space with maintenance of the surface being vested in the (Distract Name) Special Maintenance District." All plats with private streets shall have the following sentence as a plat note: "All private streets (insert names) are privately owned and maintained by (list owner name, Owner's Association, ect.)." X Statement of ownership and acknowledgement. The notarized signature of the owner is required. Statement of mortgagee and acknowledgement. The signature of the mortgagee, if any, consenting to the dedication is required The following statement that the area included in the plat is subject to this Code as such applies to the development of the land: "No building permits shall be issued for building sites within this plat until all required fees have been paid and all required 🔀 public and private improvements have been installed as specified by the City of Colorado Springs or alternatively until 🗀 acceptable assurances including but not limited to letters of credit cash subdivision bonds or combinations thereof guaranteeing the completion of all required public improvements including, but not limited to, drainage, street and erosion control have been placed on file with the City of Colorado Springs." Notary Statement. Acknowledgement of the execution of the plat before a notary public.

#### **PLAN CONTENT REQUIRMENTS**: Continued from previous page. **Applicant** <u>Planner</u> **Access Provisions:** a. A Statement Restricting Access. A statement restricting access rights across the right-of-way lines of major highways, parkways, streets or freeways, where required as a provision of approval. X b. Provision of Adequate Access. Proof of adequate, suitable access must be provided and clearly indicated on the face of the plat. If access is not directly gained from public right-of-way, a separate signed and recorded easement must be provided and referenced on the face of the plat. Fee block (drainage, bridge, school and park) Certificates for execution by each of the following or their duly appointed representative(s). $\times$ a. City Engineer c. City Clerk b. City Planning Director d. El Paso County Clerk and Recorder **☒** Layout. **The exact layout including: Boundary Lines** The subdivision boundary will be clearly distinguishable from other maplines by use of a distinct line type and/or thickness. All lines will be labeled with bearing and distance, and all curves will be labeled with a central angle (delta), radius and arc 🔀 length. Radial bearings and/or chord bearings will be provided for all non-tangent curves. All dimensions to be 🗍 determined by accurate field survey which must balance and close within a limit of 1 in 5,000. Show adjacent and/or intersecting plat/deed lines and label appropriately to include recording information (Book and Page and/or Reception Number. Streets All street right-of-ways defined by the plat will be clearly distinguishable from other map lines by use of a distinct line type and/or thickness. All lines will be labeled with a complete bearing and distance, and all curves will be labeled with a central angle (delta), radius and arc length. Radial bearings and/or chord bearings will be provided for all non-tangent curves. Widths shall be labeled from each right-of-way line normal to the corresponding street centerline. All street centerlines defined by the plat will be clearly distinguishable from other map lines by use of distinct line type and/or thickness. All lines will be labeled with a complete bearing and distance and all curves will be labeled with a central angle (delta), radius and arc length. Radial bearings and/or chord bearings will be provided for all non-tangent curves. The plat shall show the right-of-way lines, widths, locations and street names of all existing and proposed public or private streets: (1) Within the proposed subdivision, and (2)Immediately abutting the proposed subdivision, and (3)Any private street shall include the designation "(private)" immediately following street name; any other Private right of way that is not named shall include the designation "(private)" in a manner that clearly conveys such a status. **Easements** All easements as required by City Utilities, the City Engineer and other public and quasi-public agencies. Said easements 💢 shall be clearly labeled to include with, use andidentification as public or private, if necessary. Tie to property lines and 🦳 annotate with bearings and distances as necessary. Clearly show and label all existing easements, to include width and recording information, that cross, abut or are located within the subdivision boundary. **Lots and Blocks** All lines of lots, blocks and other parcels of land defined by the plat will beclearly distinguishable from other map lines by use of a distinct line type and/or thickness. All lines will be labeled with a complete bearing and distance and all curves will be labeled with a radius and arc length. Lots must close to 1 in 5,000. **Identification System** All lots and blocks in the subdivision shall be numbered, beginning with the numeral "1" and continuing consecutively throughout the tract, with no omissions or duplications. All tracts shall be likewise labeled beginning with the letter 'A'. Lots and tracts shall be labeled with the area of the lot or tract. Whenever a plat drawing spans multiple sheets, clear and well-labeled match lines and a keymap shall be included on each sheet. Labels will be of the nature 'See Sheet \_\_\_ of \_\_\_". Duplicate street names, widths, lot numbers, tract names, easement labeling or any such labeling when any feature is shown on multiple sheets. 💢 Use leader lines whenever a dimension is not clearly and unmistakably associated with a given line, line segment or arc. All line annotation and all other text will be easily and clearly readable. No text shall overwrite other text or be overwritten by map lines.

Provide a legend, which designates all, lines and symbols except where called out on plat drawing.

#### **PLAN CONTENT REQUIRMENTS:** Continued from previous pages.

**Applicant** <u>Planner</u> **Inundation Mark:** The plat shall clearly show the 100-year flood plain line. Reference the appropriate FEMA Panel by which the location of this line has been determined. Option 1: Property located completely outside of the 100-year floodplain: "This property is located within Zone X (Areas determined to be outside of the 500-year floodplain) as established by FEMA per FIRM panel 08041C\_\_\_\_ F, effective date 3/17/1997." Option 2: Property located within the 100-year floodplain: "A portion of this property is located within Zone AE (area located within a 100-year floodplain, Base flood elevations determined) as established by FEMA per FIRM panel 08041C \_ \_ \_ \_ F, effective date 3/17/1997." Option 3: Property located within a 100-year floodplain where a LOMR has been processed:  $\boxtimes$ "A portion of this property is located within Zone AE (area located within the 100-year floodplain, Base flood elevations determined) as established by FEMA per FIRM panel 08041C\_\_\_\_F, effective date 3/17/1997 and as modified by LOMR# 0\_-08-\_\_\_ P effective date DD/MM/YYYY." Option 4: Property located within 100-year floodplain where a CLOMR has been processed and lot restrictions apply until a LOMR is approved by FEMA: "A portion of this property is located within Zone AE (area located within the 100-year floodplain, Base flood elevations determined) as established by FEMA per FIRM panel 08041C\_ \_ \_ F, effective date 3/17/1997. A CLOMR# 0\_-08-\_ \_ \_ R effective date DD/MM/YYYY is on record with the Regional Floodplain Administration. The following lots are will not be allowed building permits ("enter lot numbers") until a FEMA approved LOMR removing the properties from the 100-year floodplain is received by the Regional Floodplain Administration." \*All **bold** and "\_\_\_\_" require the Applicant to insert the appropriate data for their specific site. ☐ Book and Page and/or Reception Number for all existing and newly created easements. All other information required by Colorado State law. Sheet Size shall be 24" x 36" including 1/2" border with 'landscape' orientation. Scale Bar North arrow Adjacent Subdivision. Names of adjacent platted areas along with the Reception and/or PlatBook and Page Number shall be shown. If unplatted, so indicate. Existing street right-of-waysthat intersect the subdivision boundary or are adjacent to said 💢 boundary lines shall be clearly labeled with the street name, right-of-way width and appropriate deed or plat recording 🗍 information where in said right-of-way is defined. Show and label all existing lots and blocks that are immediately adjacent to the subdivision boundary. Basis of Bearing. A clearly defined basis of bearings shall be provided, both verbally and graphically. All monumentation 💢 defining said line shall be shown and labeled on the plat drawing. When said line is not common with the subdivision 🔲 boundary, it shall be accurately tied to the boundary with bearings and distances. Public Land and/or Land Reserved In Deeds. Location of land intended to be conveyed orreserved for public use or reserved in the deeds for the use of all property owners in the proposed subdivision. Monuments. All monuments used to determine and/or describe a boundary (including Basisof Bearings, Point of Beginning and 💢 Point of Commencement) shall be shown and clearly labeled on the plat drawing. Monuments for corners defined by the plat, 🔲 or otherwise found to be missing in the field, shall be placed and set in accord with the requirements of the State of Colorado. Not a Part of Subdivision. All areas enclosed within the subdivision boundary, which do notconstitute a part of the subdivision shall be labeled 'Not a part of this subdivision.' All lines pertaining to such areas shall be dashed. The area in sq.ft. of all Lots and Tracts sought to be platted. The following statement in compliance with Section 7.7.303.D.7. "The area included in the plat described herein is subject to the Code of the City of Colorado Springs, 2001 As Amended." The final plat shall be clearly and legibly prepared by a registered land surveyor or engineer Show all common ingress-egress, parking and access easements required by the development plan. The proposed subdivision meet all of the requirements of Chapter 7, Section 2 through 9 of the City Code, the Public Works Design Manual and any other applicable City ordinance and resolutions.

#### **PLAN CONTENT REQUIRMENTS**: Continued from previous pages.

חאה	gicant	<u>Planner</u>
X	Surveyor's Statement, which shall read: "The undersigned Professional Land Surveyor licensed in the State of Colorado, hereby states and declares that th accompanying plat was surveyed and drawn under his/her responsible charge and accurately shows the described tract of land, and subdivision thereof, and that the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, hav been met to the best of his/her knowledge and belief."	of 🗌
X	Closure Sheets. One (1) copy of the computer closure sheets for the entire subdivision area. Such sheets shall not be required if not more than five (5) lots in the subdivision are irregular (not rectangular) in shape.	
X	Replat should include the following information:  The replat shall be identified by its own separate title. The title block of the replat shall further identify the subdivision of record of that portion of the subdivision of record which is being replatted.	of 🗌
	The replat shall contain the following notice: `The approval of this replat vacates all prior plats for the area described by this replat.	
	The replat shall show graphically the "as platted" lot(s) separately on the plat drawing. The drawing shall indicate all existin easements.	g $\square$
	If any existing lot line is being removed, relocated or re-orientated, any associated Easements dedicated by plat still remain unless vacated separately or as part of this request. If this easement is to be vacated as part of this request, provide the following information With the replat:  The project description letter needs to indicate that the associated lot line easement(s) or other platted easement(s) are to be vacated. Provide locates from the utility locaters, unless no water or wastewater mains exist adjacent to the area being replatted or unless CSU specifically waives the submission of locates.	e e 🗆
	Geologic Hazard Study disclosure statement (not required if waiver has been approved): "This property is subject to the findings summary and conclusions of a Geologic Hazard Report prepared by dated, which identified the following specific geologic hazard on the property: A copy of said report has been approved): "This property is subject to the findings summary and conclusions of a Geologic Hazard Report prepared by dated, which identified the following specific geologic hazard on the property: of the City of Colorado Springs Planning and Development Team, 30 South Nevada Avenue, Suite 105, Colorado Spring CO, if you would like to review said report."	n g 🗆
	If within an airport overlay, the following note must be added: "The avigation easement dedicated herein for public avigation purposes, shall be considered a public easement subject to those terms and conditions as specified on the instrument recorde at reception no. 217069667 of the Records of El Paso County, Colorado. All other easements or interests of record affecting an of the platted property depicted hereon shall not be affected and shall remain in full force and effect."	d $\square$



August 23, 2019

#### PROJECT STATEMENT

HANSEN RANCH FILING NO. 1 for PUD and Final Plat

The owners of the property known as Hansen Ranch, located at 6795 Templeton Gap Road in Colorado Springs, intend to plan the property with a Planned Unit Development Plan and plat the property into rights-of-way, lots and tracts. The property was annexed into the City of Colorado Springs as approved by City Council on August 28, 2018 (CPC A 16-00112) as documented under Annexation Ord. No. 18-90. At the same time zoning of A (Agricultural) was applied (CPC ZC 17-00112) as a holding Zone as documented under Zone District Establishment Ord. No. 18-91. Applications for PUD Development Plan and a Final Plat are hereby submitted to facilitate the administrative approval of the proposed development in accordance with the zoning code of the City of Colorado Springs.

The site is located in the Southwest ¼ of Section 7, Township 13 South, Range 65 West Of The 6th Principle Meridian, El Paso County, Colorado. The property is southeast of Tutt Boulevard and Wolf Ridge Road adjacent to the vacated extension of Templeton Gap Road. The El Paso County Assessor's Schedule Number for the site consist is 53073-00-007.

The Hansen Ranch site encompasses approximately 12.888 acres. The site is currently undeveloped and appears in a natural condition with native grasses evident throughout. All ground cover is in fair to good condition. Certain utility mains including water, sanitary sewer, gas, electric and communications are located in the Tutt Boulevard, Wolf Ridge Road and vacated Templeton Gap Road rights-of-way. They all run adjacent to the property lines with exception of Wolf Ridge Road which is just north of the site. The property is adjacent to the single family residential development Dublin North Kwan Parcel Filing No. 8 on the north, east and south and an unplatted commercial property to the west. Working together with the commercial development to the northwest, a new right-of-way will be constructed to serve said commercial property and connect this development to Wolf Ridge Road.

The proposed PUD and Final Plat set forth the proposal for 66 Single-Family Residential lots on the site with one open space tract for detention and one open space tract for general landscape. The proposed 66 lots range in size from 4,746 square feet to 11,560 square feet with an average of 5,000 square feet. A single loop road serving the majority of the lots will be connected with short street extensions to Tutt Boulevard and Wolf Ridge Road. A cul-de-sac will serve five lots in the center of the subdivision.

Minimum front building setbacks for lots in the subdivision will 15 feet for any house to the lot line, 20 feet for any garage portion of the house to the lot line and 20 feet minimum from any

Hansen Ranch PUD and Final Plat Project Statement August 23, 2019 Page 2

garage portion to back of walk. Side setbacks are 5 feet to lot line and rear setbacks are 15 feet lot line for any house and garage portion of the house. Maximum Lot Coverage for structures will the 45%. Maximum Building Heights will be 35 feet for sloped roofs and 30 feet for flat roofs.

The interior public roadways will be 30 ft. pavement mat width (toe of curb to toe of curb) in 50 ft. rights-of-way and will have mostly Type 5 ramp curb and attached 6 ft. wide sidewalks on each side. The roadway connecting to Wolf Ridge Road will be 28 ft. pavement mat width (toe of curb to toe of curb) in a 57 ft. right-of-way and will have Type 1 vertical curb and attached 7 ft. wide sidewalks on each side.

Colorado Springs Utilities has facilities at the existing subdivision interfaces to the proposed subdivision. These will be utilized for extension into the site and completion of utility main looping for better overall performance of the utility network. Sanitary sewer service is planned to be extended to the site from the west in Tutt Boulevard.

A new Homeowner's Association is being created for Hansen Ranch development. The association will own and maintain the proposed open space. The association will also maintain the proposed storm water quality facility. Another function of the association will be to promulgate architectural controls as well as certain restrictions as determined by the association documents.

Z:\51421\Documents\Correspondance\51421 Project Statement - DP & Plat.odt

#### LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHWEST CORNER OF LOT 89, DUBLIN NORTH KWAN PARCEL FILING NO. 8 AS RECORDED AT RECEPTION NO. 216713766 OF THE RECORDS OF EL PASO COUNTY, COLORADO, THENCE N87°35'45"E, 551.42 FEET ALONG THE WESTERLY LINE OF SAID DUBLIN NORTH KWAN PARCEL FILING NO. 8;

THENCE S00°07'16"E, 702.17 FEET ALONG THE WESTERLY LINE OF SAID DUBLIN NORTH KWAN PARCEL FILING NO. 8;

THENCE S87°35'45"W, 969.50 FEET ALONG THE WESTERLY LINE OF SAID DUBLIN NORTH KWAN PARCEL FILING NO. 8 TO A POINT ON THE EAST RIGHT OF WAY LINE OF TEMPLETON GAP / TUTT BOULEVARD

THENCE N30°02'32"E, 48.04 FEET ALONG THE EAST RIGHT OF WAY LINE OF TEMPLETON GAP / TUTT BOULEVARD TO A POINT OF NON-TANGENT CURVE TO THE LEFT AND THE SOUTHERN MOST POINT OF TEMPLETON GAP AT TUSCANY PLAZA VACATION PLAT NO. 1 AS RECORDED AT RECEPTION NO. 216713756 OF SAID EL PASO COUNTY RECORDS;

THENCE 139.66 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 754.00 FEET, WHOSE CHORD BEARS N13°22'30"E, 139.46 FEET;

THENCE N30°02'32"E, 649.76 FEET;

THENCE \$59°57'28"W, 40.00 FEET TO THE **POINT OF BEGINNING:** 

SAID TRACT CONTAINS 561,911 SF. (12.900 ACRES) MORE OR LESS.

MARK LOWDERMAN, EL PASO COUNTY TREASURER

Receipt:2018 Real Estate Taxes

REFERENCE SCHEDULE#: 53073-00-007

LOCATION: 6795 TEMPLETON GAP RD

Machine: 4 Rct: 8 Media: CKC

Tax 5418.06 Interest 270.90 Advertising : 10.00 TOTAL PAID : 5698.96

Date: 09/10/2019 939.XX=3

53073-00-007 CANNELLA DONALD D 1826 LABELLEZZA GRV COLORADO SPRINGS, CO 80919-3850

# CERTIFICATE AD VALOREM PROPERTY TAXES COUNTY OF EL PASO, STATE OF COLORADO

I, the undersigned, County Treasurer, certify that there are no unpaid property taxes or other assessments collectable by my office on the following described property, except as disclosed this date. This does not include assessments not of record this date.

Schedule (Account) No: 53073-00-007

2018 TAXES PAYABLE 2019

Owner Per Tax Record:

CANNELLA DONALD D

Property Type:

Real Estate

Property Location:

6795 TEMPLETON GAP RD

Property Description:

THAT PART OF NE4SW4 OF SEC 7-13-65 LY SE OF SELY R/W LN OF HWY 189 + SLY OF A LN DRAWN PARA TO & 574.96 FT SLY FROM N LN OF SD NE4SW4, EX SLY 50 FT, TOG W/THAT

>> SEE NEXT PAGE for SUPP. INFORMATION <<

Alerts:

Assesse	ed Value	
Land	\$	98310
Improvement	\$	0
TOTAL	\$	98310

Tax District: SB-		Tax Rate	Tax Amount
EL PASO COUNTY EPC ROAD & BRIDGE (UNSHARED) EL PASO COUNTY SCHOOL NO 49 * PIKES PEAK LIBRARY	- GEN	0.007738 0.000330 0.043044 0.004000	32.44 4231.66
		TOTAL 0.055112	5418.06

Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the Clerk to the Board, or the County Assessor.

Balance due on 2018 taxes:

5698.96

Amount due valid through

SEPTEMBER 30th, 2019:

5,698.96

IN WITNESS WHEREOF, I hereonto set my hand and seal this 26th day of AUGUST A.D. 2019

Issued to:

epc\trsparker

Treasurer

Mark Lowderman Treasurer, El Paso County

M.V.E., INC

Fee for issuing this certificate \$10.00

20190826 50856

By: ftel Efekun

<sup>\*</sup>Temporary tax rate reduction/tax credit

### **Supplemental Information**

Schedule (Account) No:	53073-00-007	Date of Issue:	26th day of AUGUST A.D. 2019
Full Property Description:			
PT SELY2 TEMPLETON G	AP AT TUSCANY PLAZA VAC	PLAT NO 1 LY A	ADJ TO SD DESC TR
Alerts:			
Aleris.			
Owners:			

Don-DDC-Personal Hanson Banch

#### Unified Title Company, LLC 1720 Jet Stream Drive, Ste 105 Colorado Springs, CO 80921

Phone: 719-488-9777 Fax: 719-488-9780

Closing 9/12/18

#### **Transmittal Information**

Date:

08/20/2018

File No:

48210UTC

Property Address:

6795 Templeton Gap Road, Colorado Springs, CO

80923

Buyer\Borrower:

Donald D. Cannella

Pamela Michalko

Seller:

Villani Partnership, LLP

Unified Title Company, LLC

c/o ET Production Services, LLC

For changes and updates please contact your Escrow officer(s): Title Officer:

Escrow Officer: Stephanie Hayes Unified Title Company, LLC 1720 Jet Stream Drive, Ste 105 Colorado Springs, CO 80921 Phone: 719-488-9777

Fax: 719-488-9780 E-Mail: SHayes@unifiedtitle.com

**Escrow Processor:** 

**Amy Tolve** 

E-Mail: ATolve@unifiedtitle.com Phone: 719-488-9777

Buyer:

Donald D. Cannella

**DELIVERED VIA: AGENT** 

Villani Partnership, LLP 2809 North Tejon Street Apt B Colorado Springs, CO 80907 **DELIVERED VIA: AGENT** 

**Buyer's Agent:** Re/Max Advantage Realty, Inc 5590 N. Academy Blvd Colorado Springs, CO 80918 Attn: Christina Dewey Phone: 719-499-3257 Fax: 719-548-5040

**DELIVERED VIA: E-MAIL** 

Seller's Agent:

Re/Max Advantage Realty, Inc 5590 N. Academy Blvd Colorado Springs, CO 80918 Attn: Christina Dewey Phone: 719-499-3257 Fax: 719-548-5040

**DELIVERED VIA: E-MAIL** 

**Buyer's Attorney:** 

Lender:

Pueblo Bank & Trust 415 East Pikes Peak Ave Colorado Springs, CO 80903 Seller's Attorney:

Mortgage Broker: PB&T 415 E. Pikes Peak Ave.

Colorado Springs, CO 80903

Phone: Fax: Attn:

Phone: 719-630-3113 Fax: 719-636-5083 Attn: Wade Harris DELIVERED VIA: E-MAIL

Changes: Deleted Requirement 5
Thank you for using Unified Title Company, LLC.



1720 Jet Stream Drive, Ste 105, Colorado Springs, CO 80921 Phone: 719-488-9777 Fax: 719-488-9780

#### UNDERSTANDING YOUR TITLE COMMITMENT

#### SCHEDULE A:

No. 1: Effective date: This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

No. 2A: Owner's Policy Proposed Insured: This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

No. 2B: Loan Policy Proposed Insured: This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

No. 3: The estate or interest in the land...: This shows how title to the property is legally held by current owner(s).

No. 4: The land referred to in the Commitment ...: This is the 'legal' property description for the real estate you are buying or selling.

#### SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

#### SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.



#### **ALTA Commitment For Title Insurance** (Adopted 06-17-06) (Revised 08-01-2016)

#### COMMITMENT FOR TITLE INSURANCE **ISSUED BY** WESTCOR LAND TITLE INSURANCE COMPANY

#### NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### **COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

Unified Title Company, LLC

101 S. Sahwatch Street, Suite 212 Colorado Springs, CO 80903 Phone: 719-578-5900

WESTCOR LAND TITLE INSURANCE COMPANY

By: Attest:

Secretary

Many O'VanneM

resident

This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.



#### Joint Notice of Privacy Policy

<u>of</u>

#### **Westcor Land Title Insurance Company**

and

#### Unified Title Company, LLC

Westcor Land Title Insurance Company ("WLTIC") and Unified Title Company, LLC value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and Unified Title Company, LLC take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company's privacy policy is separately instituted, executed, and maintained.

#### Who is Covered

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

#### **Information Collected**

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

#### **Access to Information**

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims and administration and accounting.

#### **Information Sharing**

Generally, neither WLTIC nor Unified Title Company, LLC shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or Unified Title Company, LLC may share nonpublic personal information as permitted by law with entities with whom WLTIC or Unified Title Company, LLC has a joint marketing agreement. Entities with whom WLTIC or Unified Title Company, LLC have a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC and Unified Title Company, LLC use to protect this information and to use the information for lawful purposes. WLTIC or Unified Title Company, LLC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

#### **Information Security**

WLTIC and Unified Title Company, LLC, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can be found on WLTIC's website at www.wltic.com

# Unified Title Company, LLC Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent: or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

"Gap Protection" -When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1.

Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

10. Any interest which may have been acquired by the public reason of the Resolution of the Board of County Commissioners dated and recorded October 3, 1887 in Road Book A at Page 78, which provided that all section lines, township lines, and range lines on the public domain east of the range line dividing range lines 65 west and 66 west declared to be public highways of the width of 60 feet, being 30 feet on each side of said section lines, township lines, or range lines.

- 11. Order and Decree creating District re: The organization of Metex Metropolitan District, El Paso County, Colorado recorded January 8, 1986 in Book 5112 at Page 285. Order for Inclusion of Real Properties recorded in Book 5217 at Page 77.
- Any assessment or lien of Dublin North Metropolitan District No. 1-3 as disclosed by the instruments recorded June 26, 2008 at Reception No.208073087 and at Reception No. 208073088 and at Reception No. 208073089.
- 13. Any assessment or lien of Woodmen Road Metropolitan District as disclosed by the instrument recorded August 19, 2015 at Reception No.215090255.
- Notes, easements and restrictions as shown on the Templeton Gap at Tuscany Plaza Vacation Plat No. 1 recorded April 15, 2016 at Reception No. 216713756.
- 15. Terms, agreements, provisions, conditions and obligations as contained in Ordinance No. 1606 recorded March 25, 2016 at Reception No. 216029684.
- 16. Any and all unrecorded leases or tenancies and any and all parties claiming by, through, or under such leases or tenancies.
- 17. Terms, agreements, provisions, conditions and obligations as contained in Annexation Agreement to the City of Colorado Springs To Be Recorded at Reception No.

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.



### SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- 1. Rights or claims of parties in possession not shown by the Public Records.
- 2. Easements or claims of easements not shown in the Public Records.
- Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey
  and inspection of the land would disclose, and which are not shown by the public record.
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
- 6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
- 7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
- 8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
- 9. Subject to reservations of (1) any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts; (2) right of the proprietor of any vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, (3) right of way for any ditches or canals constructed by authority of the United States, as set forth in U.S. Patent No. 2945, BLM Serial No., issued April 29, 1893 to Levi King, as posted in the Bureau of Land Management, General Land Office Records and recorded in Book 208 at Page 63.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance Issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.



E. INTENTIONALLY DELETED Due to the liability amount of the policy to be issued hereunder, this commitment in it's entirety is subject to approval by this company's underwriter.

#### FOR INFORMATIONAL PURPOSES ONLY:

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Deed recorded January 26, 2000 as Reception No. 200008349.

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.



(2) Recordation of Statement of Authority evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity, and containing the other information required by C.R.S. 38-30-172 and/or 38-30-108.5.

NOTE: There is a Statement of Authority of record, however, it contains multiple notary omissions. The Underwriter hereunder requires a new Statement of Authority to be recorded at this time.

7. Deed sufficient to convey fee simple estate or interest in the land described or referred to herein, to the proposed insured, Schedule A, Item 2A.

NOTE: Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the legal address of the purchaser (not necessarily the same as the property address) be included on the face of the deed to be recorded.

NOTE: C.R.S.39-14-102 requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

8. Deed of Trust sufficient to encumber the fee simple estate or interest in the land described or referred to herein, for the benefit of the proposed insured.

NOTE: The property described herein, appears to be free and clear of liens. Please verify this information with the owner's of subject property and notify Title if this information is incorrect.

#### REQUIREMENTS NOT TO BE RECORDED:

- A. Payment of any and all due and unpaid general taxes or special assessments pertaining to subject property, as may be evidenced by a tax certificate.
- B. INTENTIONALLY DELETED: A SATISFACTORY LAND SURVEY PLAT MUST BE FURNISHED TO THE COMPANY, EXCEPTION WILL BE TAKEN TO ADVERSE MATTERS DISCLOSED THEREBY.

NOTE: Upon receipt of Items required above, satisfactory to the Company, the Policy to be issued will be an ALTA Standard Owner's Policy along with Endorsement Form 110.10P.

- C. Receipt by the company of a Final Affidavit and Agreement indemnifying it against unfiled mechanic's and materialmen's liens.
- D. Upon receipt of Items required above, satisfactory to the Company, the Policy to be issued will be an ALTA Standard Owner's Policy along with Endorsement Form 110.1, which will provide Owner's Extended Coverage.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance Issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.



#### COMMITMENT FOR TITLE INSURANCE

Issued by

#### Westcor Land Title Insurance Company

#### SCHEDULE B, PART I Requirements

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorded of the county in which said property is located.

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. INTENTIONALLY DELETED. Evidence satisfactory to the Company that the party(ies) shown in the lien(c) below, are not the same as Donald D. Cannella purchasing hereunder. If it is determined that these liens are against the same Donald D. Cannella purchasing subject property, these liens will either need to be paid and released, or they will appear as exceptions on the final Owner's Title Policy:
  - Certificate of Satisfaction issued by the Clerk of the Court, of Judgment in favor of Michael Roberts against Donald Cannella, in the amount of \$31,428.70 plus interest and court costs, entered on August 20, 2015 in the Case No. 15CV-030801, District Court, County of El Paso, recorded October 23, 2015 at Reception No. 215115938.
- 6. Delivery to the Company for inspection and approval prior to closing, the following documents for Villani Partnership, L.L.P., a Colorado limited liability partnership:
  - (1) INTENTIONALLY DELETED: Copy of the current Partnership Agreement, and any and all-amendments thereto, setting forth the name of the General and Limited partners, and their respective powers. NOTE: This item will not be recorded. This Commitment may be subject to additional Requirements and/or Exceptions upon receipt and review of this item.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.



#### EXHIBIT "A"

That portion of the Northeast quarter of the Southwest quarter of Section 7 in Township 13 South, Range 65 West of the 6th P.M., described as follows: Commencing at the Northeast corner of said Northeast quarter of the Southwest quarter; thence Southerly on the Easterly line 574.96 feet; thence Westerly parallel to the Northerly line of said Northeast quarter of the Southwest quarter to intersect the Southeasterly right of way line of State Highway No. 189 for the point of beginning of the tract to be described hereby; thence Southwesterly on said Southeasterly right of way line to intersect a line drawn parallel to and 50.00 feet Northerly from the Southerly line of the referenced Northeast quarter of the Southwest quarter as measured at right angles thereto; thence Easterly on said parallel line to intersect the Easterly line of said Northeast quarter of the Southwest quarter; thence Northerly on said Easterly line to a point that is 574.96 feet Southerly from the Northeast corner of said Northeast quarter of the Southwest quarter as measured on the Easterly line thereof; thence Westerly parallel to the Northerly line of said Northeast quarter of the Southwest quarter to the point of beginning, County of El Paso, State of Colorado.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.



File No: 48210UTC Version No: 5

#### COMMITMENT FOR TITLE INSURANCE

Issued by

#### Westcor Land Title Insurance Company

#### **SCHEDULE A**

1. Commitment Date: August 7, 2018, 7:30 am

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy

Proposed Insured:

Donald D. Cannella

Proposed Policy Amount: \$1,461,000.00

(b) 2006 ALTA® Loan Policy

Proposed Insured:

Pueblo Bank & Trust

Proposed Policy Amount: \$942,500.00

Basic Owner's Policy	\$	1,850.00
Simultaneous Loan Policy	\$	150.00
Tax Certificate	<b>S</b>	25.00
110.1 Deleting Except End (O)	\$	347.00
Total:	S	2,372.00

- 3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
- 4. The Title is, at the Commitment Date, vested in:
  Villani Partnership, L.L.P., a Colorado limited liability partnership
- 5. The land referred to in this Commitment is described as follows:

SEE ATTACHED EXHIBIT "A"

For Informational Purposes Only: 6795 Templeton Gap Road, Colorado Springs, CO 80923

Countersigned

Unified Title Company, LLC

By: Ham Michauer

Pamela Michalko

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.



#### CONDITIONS AND STIPULATIONS

- 1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
- 2. If the proposed Insured has acquired actual knowledge of any defect, lien encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
- 3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
- 4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

#### STANDARD EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

- Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effect date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area
  or content, party wells and/or other facts which a correct survey and/or a physical inspection of the premises
  would disclose.
- 4. Rights or claims of parties in possession not shown in the public records.
- 5. In the event this Commitment is issued with respect to a construction loan to be disbursed in future periodic installments, then the policy shall contain an additional exception which shall be as follows:

Pending disbursement of the full proceeds of the loan secured by the mortgage insured, this policy only insures the amount actually disbursed, but increases as proceeds are disbursed in good faith and without knowledge of any intervening lien or interest to or for the account of the mortgagor up to the amount of the policy. Such disbursement shall not extend the date of the policy or change any part thereof unless such change is specifically made by written endorsement duly issued on behalf of the Company. Upon request by the Insured (and payment of the proper charges thereof), the Company's agent or approved attorney will search the public records subsequent to the date of the policy and furnish the insured a continuation report showing such matters affecting title to the land as they have appeared in the public records subsequent to the date of the policy or date of the last preceding continuation report, and if such continuation report shows intervening lien, or liens, or interest to or for the account of the mortgagor, then in such event this policy does not increase in liability unless such matters as actually shown on such continuation report are removed from the public records by the insured.

#### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

#### 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

#### 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

#### 9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <a href="http://www.alta.org/arbitration">http://www.alta.org/arbitration</a>.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.

#### COMMITMENT CONDITIONS

#### 1. **DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements; and
  - (f) Schedule B, Part II—Exceptions; and
  - (g) signed by the Company or its issuing agent that may be in electronic form.

#### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

#### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I---Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.

## **Parcel Map Check Report**

Date: 8/26/2019 12:11:47 PM

Parcel Name: Site 1 - MVE Bndry Overall: 161

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

Client: Prepared by:

North:1,401,541.7934' East:3,228,323.5740'

Segment# 1: Line

Course: N87° 35' 45.00"E Length: 551.419'
North: 1,401,564.9245' East: 3,228,874.5076'

Segment# 2: Line

Course: S0° 07' 16.00"E Length: 702.170'
North: 1,400,862.7561' East: 3,228,875.9919'

Segment# 3: Line

Course: S87° 35' 45.00"W Length: 969.502' North: 1,400,822.0871' East: 3,227,907.3432'

Segment# 4: Line

Course: N30° 02' 34.56"E Length: 48.031'
North: 1,400,863.6652' East: 3,227,931.3899'

Segment# 5: Curve

Length: 139.664' Radius: 754.000'
Delta: 10.6129 (d) Tangent: 70.032'

Chord: 139.464' Course: N13° 22' 30.12"E
Course In: N71° 19' 06.58"W Course Out: S81° 55' 53.17"E

RP North: 1,401,105.1768' East: 3,227,217.1153' End North: 1,400,999.3469' East: 3,227,963.6514'

Segment# 6: Line

Course: N30° 02' 31.89"E Length: 624.333'
North: 1,401,539.8051' East: 3,228,276.2159'

Segment# 7: Line

Course: N87° 35' 45.00"E Length: 47.400'
North: 1,401,541.7935' East: 3,228,323.5742'

Perimeter: 3,082.519' Area: 561,402.03Sq.Ft.

Error Closure: 0.0002

Course: N85° 05' 13.65"E

Error North: 0.00002

East: 0.00022

Precision 1: 15,412,595.000



# PRE-APPLICATION MEETING SUMMARY

SPRINGS		Are	ea: North	Date: 4/4/19
OLYMPIC CITY USA		Pre	-Application I	No.: N19-067
Applicant(s) Present: Chuck Crum (MVE) - L	ance Martinez: Don Cannella (Own	er) Lo	Size: 12.9 A	
Site Location: Villani property - Now Hanse	n Ranch	TSI	N: <u>53073000</u> 07	7
Project Description: New Small Lot PUD sin	gle-family residential	Zo	ne: PUD	
APPLICATION(S) REQUIRED: No app	lication to the Planning Departmer	nt required		
☐ 2020 Land Use Map Amendment ☐ Administrative Relief ☐ Amendment to Plat Restriction ☐ Annexation ☐ Building Permit to Unplatted Land ☐ CMRS No. ☐ ☐ Concept Plan	Minor Improvement Plan Nonuse Variance / Warrant Preservation Easement Adj Property Boundary Adjustr	MN MM S  MN MM S  MN MM S  instructions of the content S  ment S  MN MM MM S  MN MM MM MM S  MN MM MM MM MM MM MM MM MM  MN MM	Subdivision W Use Variance Vacation of Pla Vacation of Pu Waiver of Repl Zone Change	at CPP FP CPP aiver CDesign CProcess CMJ CMN CMM at blic Right-of-Way
NEIGHBORHOOD ORGANIZATION:				
Neighborhood Association/Contact:			Ne	eighborhood Meeting
PUBLIC NOTIFICATION REQUIREMENTS:  Note: Applicant will be required to pay for postage at time of poster pick-up.	☐ Pre-Application Stage ☐ ☐ Pre-Application Stage ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	] Internal Review S ] Poster ] 500 ft.	□ No	blic Hearing Stage Public Notice Required stom distance:
ADDITIONAL STUDIES/MATERIALS TO BE		:		
Geo-Hazard Report	Traffic Impact Analysis		rainage Repor	
Contact:	Contact: Zaker Alazzeh, 719-385			gmark, 719-385-5613
Elevation Drawings	<ul><li>✓ Wastewater Master Facility R</li><li>✓ Mineral Estate Owner Notific</li></ul>	·	and Suitability ther:	Analysis
LDTC MEETING: Yes X No	Date:	Time		
COMMENTS: (This is a preliminary listing of issues ar		<del></del>		
Final Plat with Tutt Commercial will dedicat completed and recorded prior to the develo Buffer requirement to adjacent commercial look at wall condition along southern boun	re the ROW for the entrance off of V opment plan for Hansen Ranch bei development/ check wall needed dary. (No buffer required residention	Volf Ridge. This pong approved.  between the uses, all to residential).	ortion of the p	lat will need to be or wall. May also want to
Ensure Small Lot PUD guidelines are review it allowed per the Small Lot PUD.	ed and implemented. Please see th	ne guidelines for th	ne use of the p	ond area as green space as
Will need to ensure what is being left with 1	he remaining ROW that was vacate	ed from Templetor	Gap to the ne	ortheast of the property.
Zone Change to PUD: single-family detache	ed residential, maximum 35-foot he	eight, DU/AC (will o	do calculation	and determine)
NOTE: The above information is intended to assist in the p not a complete list of submittal requirements. Refer to the the appropriate application checklists for further informa	Zoning and Subdivision Ordinances and		Katie Ca Principal P	lanner
This form and the information contained herein is va	lld for 6 months.	Pla	Land Use F nning & Commun	
Fee Estimate: TBD		30 S. Nevada Aven		Phone: (719) 385-5060
Number of Plans: Electronic Submittal + On	e hard copy of each application	P.O. Box 1575, Colorado Springs, Co		Fax: (719) 385-5167 kcarleo@springsgov.com



# City of Colorado Springs Planning Department Fee Receipt

#### Return to Fee Calculator

Application	<u>Department</u>	<u>Amount</u>	Applicant AnnexDisc
Development Plan for PUD Zone - CSFire	CSFire	\$248.00	
Development Plan for PUD Zone - CSUtilities	CSUtilities	\$479.00	
Development Plan for PUD Zone - EDR	Engineering Development Review	\$1,736.00	
Development Plan for PUD Zone - EDR	Engineering Development Review	\$273.00	
LUR - Development Plan (New or Major Amendment)	Land Use Review	\$1,520.00	
LUR - Development Plan (New or Major Amendment)	Land Use Review	\$390.00	
LUR - Subdivision Plat	Land Use Review	\$390.00	
LUR - Subdivision Plat	Land Use Review	\$1,100.00	
LUR - Zone Change without Concept Plan	Land Use Review	\$1,215.00	
LUR - Zone Change without Concept Plan	Land Use Review	\$390.00	
PUD Zone Change - EDR	Engineering Development Review	\$712.00	
PUD Zone Change - EDR	Engineering Development Review	\$65.00	
Subdivision Plat-Commercial/PUD-CSUtilities	CSUtilities	\$111.00	
Subdivision Plat-Commercial/PUD-EDR	Engineering Development Review	\$39.00	
Subdivision Plat-Commercial/PUD-EDR	Engineering Development Review	\$475.00	
Tech Fee	IT-GIS	\$25.00	
Total Fees		<u>\$9,168.00</u>	

**Intake Staff:** 

Date: Planner: 9/10/2019 Matthew Lepke

Receipt Number:

34833

**Check Number:** 

9173

Amount:

\$9,168.00

**Received From:** 

PAONIA - Hansen Ranch Residential Development

# PLANNING & DEVELOPMENT DEPARTMENT Project Notification Information

Date: September 10, 2019 Planner: Matthew Lepke

Planner email: matthew.lepke@coloradosprings.gov

Planner phone number: (719) 385-5090 Applicant Email: chuckc@mvecivil.com

Applicant Name: Chuck Crum

TSN: 53073-00-007

DI		1	JE	<b>07</b>	٠.		Λ	N I	0	N I		٨	N I	0	
PI	к	J.				н	А	IV	7	V	н	А	IV		_

Pre-application Notice	Standard Notification
Pre-application Neighborhood Meeting	Standard with Neighborhood Meeting Notice
Notice	
No notice	Poster only

#### **PUBLIC NOTICE:**

150 feet	500 feet	$\boxtimes$ 1,000	fee	et e
Modified	(attach modified	buffer)		No public notice

#### PROJECT BLURB(S)

#### **PUD Zone Change**

Request by Donald Cannella, with representation by MVE, Inc., for a zone change from A (Agricultural) to PUD (Planned Unit Development; single-family detached, 5.12 DU/AC, 35-foot maximum building height). The site is located southeast of Tutt Boulevard and Wolf Ridge Road, and consists of 12.9 acres.

#### **PUD Development Plan**

Request by Donald Cannella, with representation by MVE, Inc., for approval of the new Hansen Ranch PUD Development Plan. If approved the proposed would allow for 66 single-family residential lots. The site is zoned A (Agricultural)—a concurrent zone change is pending—is located southeast of Tutt Boulevard and Wolf Ridge Road, and consists of 12.9 acres.

#### **Final Plat**

Request by Donald Cannella, with representation by MVE, Inc., for approval of the Hansen Ranch Filing No. 1 Subdivision Plat. If approved the plat would allow the parcel to be subdivided for 66 single-family residential lots. The site is located southeast of Tutt Boulevard and Wolf Ridge Road, and consists of 12.9 acres.

#### **POSTCARD**

- This project proposes a PUD development plan and final plat, with a zone change from Agricultural to Planned Unit Development
- Sixty-six single-family residential lots would be created
- Maximum building height of 35 feet

#### POSTER

PUD zone change, development plan, and final plat, to allow the construction of 66 Single-Family Residential lots on 12.9 acres with a 35-foot maximum building height.

# Planning and Development Distribution Form Preliminary Plat, Final Plat, Preliminary & Final Plat

<u>Directions:</u> Planners select <u>at least one</u> check box under each section to determine the application distribution.

Planner Intake Date: 9/10/19 A	dmin Receive Date: 9-11-19	
Planner Intake Date: 0/10/10	dmin Receive Date:	

**Project Name: Hansen Ranch** 

1. PUBLIC NOTICE: (see Project Blurb to establish noticing parameters)

2. Date buckslip comments are due (21 calendar days after submittal): October 1

3. HOA: (Note HOA number or write N/A)

Dublin Area - #126

#### 4. STANDARD DISTRIBUTION:

☑ Include all standard distribution recipients (either check here or individually check boxes below)

ID#	Division Name	Email/Distribution Notes
	None	
85	☐ Utilities Development Services	Buckslips@csu.org
9	☐ Fire Prevention	Steven.Smith@coloradosprings.gov
24	☐ DR&S	SAPPLEGATE@coloradosprings.gov
17	Cory Sharp, LUR MC 155	Cory.Sharp@coloradosprings.gov
66	Real Estate Services	Barb.Reinardy@coloradosprings.gov
14	☐ Lois Ruggera	Lois.Ruggera@coloradosprings.gov
19	☐ Century Link	Patti.Moore@CenturyLink.com
		Bea.Romero@centurylink.com
77	CSU Customer Contract Administration	Buckslips@csu.org
11	☐ CSPD	bjones2@springsgov.com
13	☐ Parks & Recreation	bihaley@springsgov.com
		Constance.Perry@coloradosprings.gov
23	Enumerations	addressing@pprbd.org
29	☐ Flood Plain	Keith@pprbd.org
98	US Postal Service	Elaine.f.medina@usps.gov
45	Zaker Alazzeh, Traffic - School Safety	SAPPLEGATE@coloradosprings.gov
65	Zaker Alazzeh, Traffic Eng (MC 460)	SAPPLEGATE@coloradosprings.gov
48	Street Division	Terry.Huggins@coloradosprings.gov
		Cole.Platt@coloradosprings.gov
		Michael.Hensley@coloradosprings.gov
60	☐ Transit	Roger.Austin@coloradosprings.gov
25	County Health Department	aarondoussett@elpasoco.com
30	☐ Comcast	dale_stewart@cable.comcast.com
		Jason Jacobsen@comcast.com

		Chris Kelley3@cable.comcast.com
3	CONO	rdavis@cscono.org mcupp@cscono.org
92	Forestry	jcooper@springsgov.com
56	☐ PlanCOS	PlanCOS@coloradosprings.gov

# 5. SCHOOL DISTRICT: ID# Division Name

IU#	Division Name	Email/Distribution Notes
	None	
36	School District # 2	mwilsey@hsd2.org
68	School District # 3	neald@wsd3.k12.co.us
37	☐ School District # 11	johnstp@d11.org
38	School District # 12	cooper@cmsd12.org
39	School District # 20	tom.gregory@asd20.org
69	School District # 22	terryebert@ellicottschools.org
41	School District # 49	mandrews@d49.org

#### 6. MILITARY INSTALLATION (if within 2 mile buffer):

ID#	Division Name	Email/Distribution Notes
	None	
84	Fort Carson	john.j.sanders71.civ@mail.mil
46	NORAD	dino.bonaldo@cheyennemountain.af.mil dino.bonaldo@us.af.mil dino.bonaldo@afspc.af.mil Michael.kozak.2@us.af.mil kim.van_treadway@us.af.mil
26	USAFA	corine.weiss@us.af.mil craig.johnson.35.ctr@us.af.mil steven.westbay.ctr@us.af.mil elizabeth.dukes.3.ctr@us.af.mil
75	☐ Peterson	glenn.messke@us.af.mil 21CES.CENB.BaseDevelopment@us.af.mil

#### 7. OPTIONAL DISTRIBUTION (Depending on Location of Site):

**ID#** Division Name

	Nama	10/1801
-	None	
59	StratusIQ – AKA Falcon Broadband	dbryan@stratusiq.com
		mcline@stratusiq.com
		bkley@stratusig.com
		BLR & Flying Horse
27	CDOT (adjacent to CDOT ROW)	Valerie.sword@state.co.us
34	Colorado Geological Survey	cgs lur@mines.edu
	SECWCD, Garrett Markus	garrett@secwcd.com
18	Streamside Area Overlay	Tasha.Brackin@coloradosprings.gov
15	Hillside Overlay	Kerri.Schott@coloradosprings.gov
20		kandrews@springsgov.com
63		MikeHrebenar@elpasoco.com
	Division	Review of Plans within ½ mile of a County/City Border
43		admin@wescottfire.org
70	☐ Woodmen Road Metro District	Kalilah.A@wsdistricts.co
		Lori.v@wsdistricts.co
		<u> </u>
74		U
71	Falcon Fire Protection District	tharwig@falconfire.org
72	Black Forest Fire Protection District	chief@bffire.org
81	☐ Broadmoor Fire Protection District	chief@broadmoorfire.com
		noalsperran@gmail.com
80	☐ CSURA – Urban Renewal	<u>Jwalker@springsgov.com</u> ;
		Kayla.Battles@coloradosprings.gov
70	Woodmen Heights Metro District	Kalilah.A@wsdistricts.co
		Lori.v@wsdistricts.co
		25(8,113415151515
CE	Vote Dundy Miles Diaming Tooff's	Librardi Ocaria access com
65	Kate Brady, Mike Planning, Traffic	kbrady@springsgov.com
53	UCCS Review – North Nevada	mwood@uccs.edu
40	Overlay zone	
49	Chelsea Gaylord, Economic	Chelsea.Gaylord@coloradosprings.gov
	Development	QOZ

8. LAND USE REVIEW:
Hard Copy Full sized plans

riara copy ran cizca piane		
	Traffic Report, Drainage Report, Geo-Hazard Report	

Special notes or instructions: