

**GENERAL APPLICATION FORM**

Edited 9/25/18

Tax Schedule Number(s):

5307300003

Project Name: American Furniture Warehouse

Existing Zone: PBC, AO

Acreage: 25


Site Address: American Heights & Tutt Boulevard

Direction from
Nearest Street
Intersection:SE corner of N. Power Rd &
Woodmen Rd.**TYPE OF PLAN(S)** - Check all that apply. Note: MJ=Major Amendment; MN=Minor Amendment; MM=Minor Modification

- | | |
|--|---|
| <input type="checkbox"/> 2020 Land Use Map Amendment | <input type="checkbox"/> Property Boundary Adjustment |
| <input type="checkbox"/> Administrative Relief | <input type="checkbox"/> PUD Concept Plan <input type="radio"/> New <input type="radio"/> MJ <input type="radio"/> MN <input type="radio"/> MM |
| <input type="checkbox"/> Amendment to Plat Restriction | <input checked="" type="checkbox"/> PUD Development Plan <input checked="" type="radio"/> New <input type="radio"/> MJ <input type="radio"/> MN <input type="radio"/> MM |
| <input type="checkbox"/> Annexation | <input type="checkbox"/> PUD Zone Change |
| <input type="checkbox"/> Building Permit to Unplatted Land | <input type="checkbox"/> Street Name Change |
| <input type="checkbox"/> Building Permit Prior to Platting | <input checked="" type="checkbox"/> Subdivision Plat <input type="radio"/> Prelim <input type="radio"/> Prelim & Final <input checked="" type="radio"/> Final |
| <input type="checkbox"/> CMRS No. <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 | <input type="checkbox"/> Subdivision Waiver <input type="radio"/> Design <input type="radio"/> Process |
| <input checked="" type="checkbox"/> Concept Plan <input checked="" type="radio"/> New <input type="radio"/> MJ <input checked="" type="radio"/> MN <input type="radio"/> MM | <input type="checkbox"/> Use Variance <input type="radio"/> New <input type="radio"/> MJ <input type="radio"/> MN <input type="radio"/> MM |
| <input type="checkbox"/> Conditional Use <input type="radio"/> New <input type="radio"/> MJ <input type="radio"/> MN <input type="radio"/> MM | <input type="checkbox"/> Vacation of Plat |
| <input type="checkbox"/> Coordinated Sign Plan (CSP) | <input type="checkbox"/> Waiver of Replat |
| <input type="checkbox"/> Development Agreement | <input type="checkbox"/> Zone Change; Proposed Zone: _____ |
| <input checked="" type="checkbox"/> Development Plan <input checked="" type="radio"/> New <input type="radio"/> MJ <input type="radio"/> MN <input type="radio"/> MM | <input type="checkbox"/> FBZ Development Plan <input type="radio"/> New <input type="radio"/> MJ <input type="radio"/> MN <input type="radio"/> MM |
| <input type="checkbox"/> Historic Preservation <input type="radio"/> Re-roof <input type="radio"/> Hearing Request | <input type="checkbox"/> FBZ Conditional Use <input type="radio"/> New <input type="radio"/> MJ <input type="radio"/> MN <input type="radio"/> MM |
| <input checked="" type="checkbox"/> Landscape Plan <input checked="" type="radio"/> Preliminary <input type="radio"/> Final <input type="radio"/> Irrigation | <input type="checkbox"/> FBZ Interim Use Plan |
| <input checked="" type="checkbox"/> Master Plan <input checked="" type="radio"/> New <input type="radio"/> MJ <input type="radio"/> MN <input type="radio"/> MM | <input type="checkbox"/> FBZ Minor Improvement Plan |
| <input type="checkbox"/> Nonuse Variance | <input type="checkbox"/> FBZ Warrant |
| <input type="checkbox"/> Preservation Easement Adjustment | |

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.

 **Nolan Morrison Mar 9, 2021**

Signature of Property Owner

Date

Signature of Consultant

Date

 **Nolan Morrison Mar 9, 2021**

Signature of Developer

Date

APPLICANT CONTACT INFORMATION (please print or type)

Property Owner: American Furniture Warehouse

Contact Name: Nolan Morrison

E-Mail: nmorrison@afwonline.com

Phone: (303) 859-3150

Developer: American Furniture Warehouse

Contact Name:

E-Mail:

Phone:

Consultant/Main Contact name: Todd Lawrence

Phone: (602) 957-1800

Address: 5017 E. Washington St #107

City: Phoenix

State: AZ

Zip Code: 85034

E-Mail: toddl@butlerdesigngroup.com

PLANNER AUTHORIZATION: (CITY USE ONLY)☒ Checklists ☒ Distribution Form ☒ Project Blurb ☒ E-mail to Admin. Initial Review Level: ☒ AR ☐ CPC ☐ DRB ☐ HP

Payment \$ _____

Assigned to: **KATIE CARLEO**Date: **4-12-2021**

Receipt No.: _____

City File No: **AR FP 21-00220**



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)

SUBMITTAL CHECKLIST: The following items will need to be included in any Final Plat review submittal.

| Applicant | Planner |
|--|--------------------------|
| <input type="checkbox"/> General Development Application Form | <input type="checkbox"/> |
| 1 copy of a Project Statement identifying the following: | |
| <input type="checkbox"/> 1. A clear description of the proposed plat. If public easements dedicated by plat to the City are to be vacated as part of the request, indicate this within the project statement letter; | <input type="checkbox"/> |
| <input type="checkbox"/> 2. A justification based on the review criteria addressing why the proposed plat should be approved; and | <input type="checkbox"/> |
| <input type="checkbox"/> 3. 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. | <input type="checkbox"/> |
| <input type="checkbox"/> 1 copy of a Final Plat showing all "Plan Contents" below | <input type="checkbox"/> |
| <input type="checkbox"/> All plans, documents, and reports uploaded to Dropbox folder (Planner to send folder invite through email) | <input type="checkbox"/> |
| <input type="checkbox"/> A legal description of the proposed project | <input type="checkbox"/> |
| <input type="checkbox"/> 2 copies of a Geologic Hazard Report or Waiver | <input type="checkbox"/> |
| <input type="checkbox"/> 2 copies of a Drainage Study | <input type="checkbox"/> |
| <input type="checkbox"/> 2 copies of a Traffic Impact Analysis | <input type="checkbox"/> |
| <input type="checkbox"/> Submittal of the Wastewater Facilities Master Report to Colorado Springs Utilities (CSU) | <input type="checkbox"/> |
| Email completed form and map to wwmasterplansubmit@csu.org prior to application submittal. | |

SUBMITTAL CHECKLIST: *Continued from previous page.*

| Applicant | Planner |
|---|--------------------------|
| <input type="checkbox"/> Proof of Ownership via title insurance, tax assessor's statement, or a deed. | <input type="checkbox"/> |
| <input type="checkbox"/> Ad Valorem Taxes - proof payment via paid tax receipt, an archive report, or a certificate for ad valorem property taxes. | <input type="checkbox"/> |
| <input type="checkbox"/> A copy of the Pre-Application Meeting Summary letter from the assigned City Planner. | <input type="checkbox"/> |
| <input type="checkbox"/> 1 copy of an approved Preliminary Plat or Concept , or Development Plan for the proposed project. | <input type="checkbox"/> |
| <input type="checkbox"/> Utility Line Locates provided if public easements dedicated by plat to the City are to be vacated, unless waived by Springs Utilities (<i>refer to content requirements</i>). | <input type="checkbox"/> |
| <input type="checkbox"/> Mineral Estate Owner Notification Certification Affidavit (Public Hearing Items ONLY). | <input type="checkbox"/> |

PLAN CONTENT REQUIREMENTS: The content of the final plat must include the following information.

General Information

| | |
|--|--------------------------|
| <input type="checkbox"/> 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. | <input type="checkbox"/> |
| <input type="checkbox"/> Sheet Size shall be 24" x 36" including 1/2" border with 'landscape' orientation. | <input type="checkbox"/> |
| <input type="checkbox"/> Indication of standardized scale, both fractional and bar (i.e. 1" = 20') | <input type="checkbox"/> |
| <input type="checkbox"/> North arrow | <input type="checkbox"/> |
| <input type="checkbox"/> Vicinity Map (does not have to be to scale). A vicinity location necessary to locate the tract. | <input type="checkbox"/> |
| <input type="checkbox"/> Date of preparation of the plat | <input type="checkbox"/> |
| <input type="checkbox"/> 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. | <input type="checkbox"/> |
| <input type="checkbox"/> Easement statement of standard easements as required on all, side rear and front lots lines. as well as site triangle easements. | <input type="checkbox"/> |
| <input type="checkbox"/> 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. | <input type="checkbox"/> |

All plats with public easements and/or tracts must have the dedication statement:

| | |
|---|--------------------------|
| <input type="checkbox"/> <i>"The undersigned does hereby dedicate, grant and convey to the City of Colorado Springs those Public 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."</i> | <input type="checkbox"/> |
|---|--------------------------|

All plats with public streets shall have the following sentence in the dedication statement:

| | |
|---|--------------------------|
| <input type="checkbox"/> <i>"All public streets are hereby dedicated to the City of Colorado Springs for public use."</i> | <input type="checkbox"/> |
|---|--------------------------|

All plats with other tracts being dedicated to the City shall have:

| | |
|--|--------------------------|
| <input type="checkbox"/> (1) A sentence in the dedication statement similar to <i>"Tract X is hereby dedicated to the City of Colorado Springs for public use."</i> | <input type="checkbox"/> |
| <input type="checkbox"/> (2) A special numbered plat note defining the purpose and perpetual maintenance responsibility for the tract such as <i>"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."</i> | <input type="checkbox"/> |

| | |
|--|--------------------------|
| <input type="checkbox"/> All plats with private streets shall have the following sentence as a plat note: <i>"All private streets (insert names) are privately owned and maintained by (list owner name, Owner's Association, ect.)."</i> | <input type="checkbox"/> |
| <input type="checkbox"/> Statement of ownership and acknowledgement. The notarized signature of the owner is required. | <input type="checkbox"/> |
| <input type="checkbox"/> Statement of mortgagee and acknowledgement. The signature of the mortgagee, if any, consenting to the dedication is required | <input type="checkbox"/> |

The following statement that the area included in the plat is subject to this Code as such applies to the development of the land:

| | |
|--|--------------------------|
| <input type="checkbox"/> "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." | <input type="checkbox"/> |
| <input type="checkbox"/> Notary Statement. Acknowledgement of the execution of the plat before a notary public. | <input type="checkbox"/> |

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. ☐
- ☐ 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).

- ☐ 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).

☐ 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 and identification 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.

☐ shall be clearly labeled to include with, use and identification 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 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 radius and arc length. Lots must close to 1 in 5,000.

☐ All lines of lots, blocks and other parcels of land 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 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.

☐ 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.

☐ 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. ☐

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:

"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."

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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.

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Book and Page and/or Reception Number for all existing and newly created easements.

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All other information required by Colorado State law.

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Sheet Size shall be 24" x 36" including 1/2" border with 'landscape' orientation.

☐
☐

Scale Bar

☐
☐

North arrow

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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-way that 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.

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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.

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Public Land and/or Land Reserved In Deeds. Location of land intended to be conveyed or reserved for public use or reserved in the deeds for the use of all property owners in the proposed subdivision.

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Monuments. All monuments used to determine and/or describe a boundary (including Basis of 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.

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Not a Part of Subdivision. All areas enclosed within the subdivision boundary, which do not constitute 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.

☐
☐

Applicant

Planner

Surveyor's Statement, which shall read:

"The undersigned Professional Land Surveyor licensed in the State of Colorado, hereby states and declares that the

☐ 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, have been met to the best of his/her knowledge and belief."

- ☐ 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. ☐

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. ☐

- ☐ 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 existing easements. ☐

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. ☐

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 placed within file # _____ or within the subdivision file _____ of the City of Colorado Springs Planning and Development Team. Contact the Planning and Development Team, 30 South Nevada Avenue, Suite 105, Colorado Springs, CO, if you would like to review said report."

- ☐ If within an airport overlay, the following note must be added: "The aviation easement dedicated herein for public aviation purposes, shall be considered a public easement subject to those terms and conditions as specified on the instrument recorded at reception no. 217069667 of the Records of El Paso County, Colorado. All other easements or interests of record affecting any of the platted property depicted hereon shall not be affected and shall remain in full force and effect." ☐

**PLANNED DEVELOPMENT
AMERICAN FURNITURE WAREHOUSE**

February 14, 2021

Statement of Intent

American Furniture Warehouse is proposing to construct a new free standing building located within an area defined in the City of Colorado Spring's Comprehensive Plan as General Commercial and is a portion of that land established for Planned Development Projects.

The American Furniture Project consists of a land area of approximately 25 acres located on American Heights & Tutt Boulevard. The building will have a Showroom, for sale of Furniture and office support areas of approximately 122,500 square feet and a Merchandise Storage area of approximately 210,000 square feet for a total building area of 335,000 square feet.

This project is being submitted for approval of a PD (Planned Development) project and is being designed in compliance with the quality of projects designated for the area and intent of a PD project.

Legal Description

A tract located in the se1/4nw1/4 section 15, township 6 south, range 66 west of the 6th p.m., aka most of lot 2, f & k subdivision, more or less, more particularly described as follows:

Commencing at the northwest corner of said section 15; thence easterly along the north line of said section 15, a distance of 785.00 feet to a point of intersection with the easterly right of way line of a county road; thence on an angle to the right of 85°58'00" and along said easterly right of way line a distance of 1,643.58 feet; thence on an angle to the left of 90°00'00", a distance of 799.22 feet to a point, said point being 358.5 feet west of the westerly right of way line of colorado state highway 83, and 358.5 feet being measured at right angles thereto; thence on an angle to the right of 87°15'03" and along a line parallel to said westerly right of way line, a distance of 256.13 feet to the true point of beginning; thence on an angle to the left of 90°00'00", a distance of 358.50 feet to a point on said westerly right of way line; thence on an angle to the right of 90°00'00" and along said right of way line a distance of 135.66 feet; thence on an angle to the right of 90°00'00" a distance of 358.50 feet; thence on an angle to the right of 90°00'00" and along a line parallel to the said westerly right of way line a distance of 135.66 feet to the true point of beginning; county of Douglas, state of Colorado



American Heights & Tutt Boulevard
COLORADO SPRINGS, COLORADO

District Regulations

Uses Permitted: Allowed land uses shall include only those listed below. All other uses are expressly prohibited unless an amendment to this Planned Development is sought and approved by City Council to allow such use.

| Table One Allowable Land Use and Minimum Off-Street Parking Requirements | |
|--|--|
| Allowed Land Use | Minimum Off-Street Parking Requirements (All parking noted are ratios expressed as spaces per square feet) |
| Retail - Furniture Store | 1 : 600 |
| Business or Professional Office | 1 : 400 |
| Restaurant , quick serve | 1 : 100 |
| Warehousing | 1 : 1000 |
| Automotive Repair Shop (Indoors) | 1 : 200 |

Accessory Uses

A variety of accessory uses are permitted within the furniture store to enhance the Customers experience, and are a maximum of 10% of the retail store. Examples of Accessory uses that enhance the customer experience include, but are not limited to;

- Café
- Quick serve restaurant

Landscaping

All Landscaping shall meet or exceed the requirements of the City of Colorado Springs Landscape Code & policy Manual.

Loading and Receiving Areas

Shipping and receiving operations, including large truck loading docks, shipping and receive for bulk materials and products shall not be located in any area adjacent to or



fronting Powers Boulevard. Loading for customer pick up shall be allowed to be facing American Heights Rd but will be screened.

Screening Requirements

Truck and Trailer storage intended for use for the buildings primary and secondary operations will be located towards rear of site and be screened with landscaping and 8'-0" high masonry security fence.

Refuse Enclosures

Facilities which provide recycling of waste generated by the facility shall be not be required to provide freestanding Refuse Enclosures as long as waste and recycling operations are screened from view by a minimum 8 foot enclosure or contained within a fully enclosed building. The AFW refuse Enclosures are contained within the building and are not visible to public view.

Exterior Lighting

All Parking lots shall be provided with lighting that shall be either wall or pole mounted, with LED type luminaires, installed to minimize glare directed towards the streets and/or adjacent properties. All lighting of the building and site shall not exceed 30 feet above finished grades of site.

Signage

All signage must conform to the City of Colorado Spring's Ordinance, except as outlined in these Planned Development Guidelines. The proposed sign locations for monument and pylon signs are only those that have been stipulated in these Guidelines.

A comprehensive sign program shall be provided for permitting which would include all ground mounted signage and building mounted signage.

Site shall be provided with one 80 foot Pylon along Powers Boulevard, and one Monument sign along American Heights Rd. Signage which provide way finding shall not be included in the allowable signage square footage allowed by code, which would include Truck Entry, Truck Exit, Customer Pick up.



American Heights & Tutt Boulevard
COLORADO SPRINGS, COLORADO

Façade Materials and Treatment

The building exteriors shall be constructed of Concrete tilt-wall construction, masonry materials, which would include Concrete Masonry Units in varying sizes and Precast concrete. Accent elements shall be constructed using accent steel elements as trellises and awning, glass accent features which are internally illuminated, EIFS and Metal Cladding and any other materials deemed to be sound for the intended use and location.

Mechanical Screening

All roof top mechanical equipment will be fully screened by either the building parapet or individual free standing screens to block views from ground level of adjacent properties and /or rights-of-way.

Setbacks and Yards

| Table Two | |
|--|----------|
| Setbacks and Yards Standards | |
| Requirement | Provided |
| Front Yard from property line | 25 feet |
| Rear Yard from property line | 25 feet |
| Side Yard, interior lot to building | 25 feet |
| Maximum height in feet (excluding towers and embellishment) | 65 feet |

Conceptual Exhibits

The following conceptual exhibits represent the site design and building design for the American Furniture Warehouse and will be included in the final submittal for Building Safety review and permitting. The following exhibits reflect the level of Architectural Design for both the site and the building which displays the high level of design, material use and massing which set a higher level of design expected in Planned Development projects.





INVOICE

Land Title Guarantee Company
5975 Greenwood Plaza Blvd Suite 125
Greenwood Village, CO 80111
719-634-4821

MARTIN J PLANK PC
MARTIN PLANK
3900 E MEXICO AVE #1300
DENVER, CO 80210

Reference

Your Reference Number: TBD Commitment - 55091585
Our Order Number: CSP-37151
Our Customer Number: 58493.1
Invoice Requested by: MARTIN PLANK
Invoice (Process) Date: December 21, 2020
Transaction Invoiced By: Web Services
Email Address: system@ltgc.com

Invoice Number: CSP-37151

Date: December 21, 2020

Order Number: 55091585

Property Address: TUTT BLVD COLORADO SPRINGS 80923

Parties: A Buyer To Be Determined

Invoice Charges

| | | |
|------------------------|--|----------|
| Service: | TBD Commitment | \$271.00 |
| Ref: | 55091585 | |
| Addr: | TUTT BLVD | |
| Party: | AMERICAN FURNITURE WAREHOUSE CO., A COLORADO CORPORATION | |
| | | \$271.00 |
| Total Amount Invoiced: | | \$0.00 |
| Less Payment(s): | | \$271.00 |
| Balance Due: | | |

Due and Payable upon receipt

Please make check payable to Land Title Guarantee Company and send to the address at the top of Page 1.
Please reference **Invoice Number CSP-37151** on your Payment



**Land Title Guarantee Company
Customer Distribution**



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **SC55091585**

Date: **12/21/2020**

Property Address: **TUTT BLVD, COLORADO SPRINGS, CO 80923**

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

For Closing Assistance

Elizabeth Hall
102 S TEJON #760
COLORADO SPRINGS, CO 80903
(719) 381-0249 (Work)
(877) 261-1664 (Work Fax)
ehall@ltgc.com
Contact License: CO271373
Company License: CO44565

Closers Assistant

Lisa Bishaw
102 S TEJON #760
COLORADO SPRINGS, CO 80903
(719) 381-0259 (Work)
(877) 261-1664 (Work Fax)
lbishaw@ltgc.com
Contact License: CO271275
Company License: CO44565

For Title Assistance

Robert Hayes
102 S TEJON #760
COLORADO SPRINGS, CO 80903
(303) 850-4136 (Work)
(719) 634-3190 (Work Fax)
rohayes@ltgc.com

MARTIN J PLANK PC
Attention: MARTIN PLANK
3900 E MEXICO AVE #1300
DENVER, CO 80210
(303) 584-0990 (Cell)
(303) 584-0990 (Work)
mplank@martinplankpc.com
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **SC55091585** Date: **12/21/2020**
Property Address: **TUTT BLVD, COLORADO SPRINGS, CO 80923**
Parties: **A BUYER TO BE DETERMINED**
AMERICAN FURNITURE WAREHOUSE CO., A COLORADO CORPORATION

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

| Estimate of Title insurance Fees | |
|---|-----------------------|
| "TBD" Commitment | \$271.00 |
| | Total \$271.00 |
| If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing. | |
| Thank you for your order! | |

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

[El Paso county recorded 05/06/2011 under reception no. 211045106](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: SC55091585

Property Address:

TUTT BLVD, COLORADO SPRINGS, CO 80923

1. Effective Date:

12/14/2020 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment

\$5,000.00

Proposed Insured:

A BUYER TO BE DETERMINED

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A FEE SIMPLE

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

AMERICAN FURNITURE WAREHOUSE CO., A COLORADO CORPORATION

5. The Land referred to in this Commitment is described as follows:

A TRACT OF LAND BEING A PORTION OF THE TRACT OF LAND DESCRIBED IN INSTRUMENT RECORDED JUNE 17, 2008 AT RECEPTION NO. [208068886](#) (FORMERLY DESCRIBED IN INSTRUMENTS RECORDED JUNE 28, 1973 IN BOOK 2198 AT PAGE [467](#) AND JUNE 28, 1973 IN BOOK 2601 AT PAGE [13](#)) AND A PORTION OF THE TRACT OF LAND DESCRIBED IN INSTRUMENT RECORDED FEBRUARY 24, 2006 AT RECEPTION NO. [206028177](#) OF THE RECORDS OF EL PASO COUNTY, COLORADO AND IS LOCATED IN THE WEST HALF (W1/2) OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3-1/4" ALUMINUM CAP STAMPED BY PLS 30107 AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 7, FROM WHICH A 3/4" IRON PIPE AT THE SOUTHWEST CORNER OF SAID TRACT OF LAND DESCRIBED IN INSTRUMENT RECORDED SEPTEMBER 13, 1967 IN BOOK 2198 AT PAGE [467](#) BEARS S 89 DEGREES 55 MINUTES 29 SECONDS E A DISTANCE OF 1329.71 FEET AND IS THE BASIS OF BEARINGS USED HEREIN; THENCE S 89 DEGREES 55 MINUTES 29 SECONDS E ON THE NORTH BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN INSTRUMENT RECORDED JUNE 28, 1973 IN BOOK 2601 AT PAGE [13](#), A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 89 DEGREES 55 MINUTES 29 SECONDS E ON SAID NORTH BOUNDARY LINE, A DISTANCE OF 1269.71 FEET TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 2198 AT PAGE [467](#); THENCE N 02 DEGREES 25 MINUTES 07 SECONDS E ON THE WEST BOUNDARY LINE OF SAID TRACT OF LAND, A DISTANCE OF 244.92 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 76 DEGREES 41 MINUTES 27 SECONDS E ON THE NORTHEASTERLY BOUNDARY LINE OF SAID TRACT OF LAND, A DISTANCE OF 460.65 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF TUTT BOULEVARD AS DEDICATED IN TUSCANY PLAZA SUBDIVISION FILING NO. 1 AS RECORDED JUNE 30, 2009 AT RECEPTION NO. [209712964](#) OF THE RECORDS OF SAID EL PASO COUNTY, THE FOLLOWING (3) COURSES ARE ON SAID WESTERLY RIGHT-OF-WAY LINE; THENCE: 1) S 16 DEGREES 36 MINUTES 27 SECONDS W A DISTANCE OF 100.81 FEET; 2) S 73 DEGREES 23 MINUTES 33 SECONDS E A DISTANCE OF 12.00 FEET; 3) S 16 DEGREES 36 MINUTES 27 SECONDS W A DISTANCE OF 287.19 FEET TO A POINT ON A CURVE ON THE NORTHERLY RIGHT-OF-WAY LINE OF WOLF RIDGE ROAD AS DEDICATED IN SAID TUSCANY PLAZA SUBDIVISION FILING NO. 1, THE FOLLOWING SIX (6) COURSES ARE ON THE NORTHERLY, WESTERLY AND SOUTHERLY RIGHT-OF-WAY LINES OF SAID WOLF RIDGE ROAD; THENCE: 1) ON A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 12 DEGREES 39

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: SC55091585

MINUTES 06 SECONDS, A RADIUS OF 94.50 FEET FOR AN ARC DISTANCE OF 20.87 FEET, WHOSE CHORD BEARS S 59 DEGREES 38 MINUTES 49 SECONDS W TO A POINT OF COMPOUND CURVE; 2) ON A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 10 DEGREES 52 MINUTES 15 SECONDS, A RADIUS OF 454.50 FEET FOR AN ARC DISTANCE OF 86.23 FEET, WHOSE CHORD BEARS S 71 DEGREES 24 MINUTES 30 SECONDS W; 3) S 76 DEGREES 50 MINUTES 38 SECONDS W A DISTANCE OF 72.18 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE; 4) S 00 DEGREES 00 MINUTES 00 SECONDS E A DISTANCE OF 69.93 FEET TO A POINT ON A CURVE ON SAID SOUTHERLY RIGHT-OF-WAY LINE; 5) ON A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 19 DEGREES 34 MINUTES 35 SECONDS, A RADIUS OF 229.50 FEET FOR AN ARC DISTANCE OF 78.41 FEET TO A POINT OF COMPOUND CURVE; 6) ON A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 43 DEGREES 05 MINUTES 55 SECONDS, A RADIUS OF 44.50 FEET FOR AN ARC DISTANCE OF 33.47 FEET TO A POINT OF COMPOUND CURVE ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID TUTT BOULEVARD, THE FOLLOWING THREE (3) COURSES ARE ON SAID WESTERLY RIGHT-OF-WAY LINE; THENCE: 1) ON A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 17 DEGREES 02 MINUTES 22 SECONDS, A RADIUS OF 384.50 FEET FOR AN ARC DISTANCE OF 114.35 FEET; 2) S 00 DEGREES 02 MINUTES 15 SECONDS W A DISTANCE OF 395.67 FEET TO A POINT OF CURVE; 3) ON A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 04 DEGREES 27 MINUTES 33 SECONDS, A RADIUS OF 646.00 FEET FOR AN ARC DISTANCE OF 50.28 FEET TO THE SOUTHERLY BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 2601 AT PAGE [13](#); THENCE N 83 DEGREES 21 MINUTES 10 SECONDS W ON SAID SOUTHERLY BOUNDARY LINE, A DISTANCE OF 1572.62 FEET TO THE EAST RIGHT-OF-WAY LINE OF POWERS BOULEVARD AS DESCRIBED IN INSTRUMENT RECORDED APRIL 12, 1988 IN BOOK 5494 AT PAGE [971](#) OF THE RECORDS OF SAID EL PASO COUNTY; THENCE N 07 DEGREES 28 MINUTES 24 SECONDS W ON SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 386.08 FEET TO THE MOST SOUTHERLY CORNER OF THE TRACT OF LAND DESCRIBED IN INSTRUMENT RECORDED FEBRUARY 24, 2006 AT RECEPTION NO. [206028177](#) OF THE RECORDS OF SAID EL PASO COUNTY; THENCE N 07 DEGREES 28 MINUTES 24 SECONDS W ON SAID EAST RIGHT-OF-WAY LINE AS DESCRIBED AT SAID RECEPTION NO. [206028177](#), A DISTANCE OF 110.05 FEET TO A POINT OF CURVE; THENCE ON A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 05 DEGREES 20 MINUTES 46 SECONDS, A RADIUS OF 2425.00 FEET FOR AN ARC DISTANCE OF 226.27 FEET; THENCE N 44 DEGREES 41 MINUTES 40 SECONDS E, A DISTANCE OF 83.21 FEET TO THE POINT OF BEGINNING.

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: SC55091585

All of the following Requirements must be met:

This 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.

Pay the agreed amount for the estate or interest to be insured.

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.

1. **WARRANTY DEED FROM AMERICAN FURNITURE WAREHOUSE CO., A COLORADO CORPORATION TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.**

NOTE: SAID DOCUMENT CAN BE EXECUTED BY THE PRESIDENT, VICE-PRESIDENT OR CHAIRMAN OF THE BOARD (CEO) OF THE CORPORATION. IF ANY OTHER OFFICER OF THE CORPORATION OR AGENT EXECUTES SAID DOCUMENT ON BEHALF OF THE CORPORATION, A POWER OF ATTORNEY/RESOLUTION MUST BE PROVIDED TO LAND TITLE GRANTING SAID AUTHORIZATION.

NOTE: ALL PARTIES WILL BE REQUIRED TO SIGN A FINAL AFFIDAVIT AND AGREEMENT AT CLOSING.

NOTE: ITEM 5 OF THE STANDARD EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

NOTE: UPON PROOF OF PAYMENT OF _____ TAXES, ITEM 6 WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR _____, AND SUBSEQUENT YEARS, NOT YET DUE OR PAYABLE.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: SC55091585

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
- 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 of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
- 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
- 8. EXISTING LEASES AND TENANCIES, IF ANY.**
- 9. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF RIGHT OF WAY RECORDED APRIL 12, 1988, IN BOOK 5494 AT PAGE [967](#).**
- 10. THE EFFECT OF RESOLUTION NO. 99-261, REGARDING ZONING, RECORDED SEPTEMBER 07, 1999, UNDER RECEPTION NO. [99142093](#).**
- 11. THE EFFECT OF RESOLUTION NO. 99-262, REGARDING USE SUBJECT TO SPECIAL REVIEW, RECORDED SEPTEMBER 07, 1999, UNDER RECEPTION NO. [99142094](#).**
- 12. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF RIGHT OF WAY RECORDED NOVEMBER 29, 2001, UNDER RECEPTION NO. [201174380](#).**
- 13. EACH AND EVERY RIGHT OR RIGHTS OF ACCESS TO AND FROM POWERS BOULEVARD AS CONVEYED TO DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO IN DEED RECORDED FEBRUARY 17, 2005 UNDER RECEPTION NO. [205023393](#).**
- 14. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT EASEMENT AGREEMENT RECORDED JUNE 07, 2006 UNDER RECEPTION NO. [206084429](#).**

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: SC55091585

15. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AGREEMENT TO GRANT EASEMENT RECORDED JUNE 09, 2006 UNDER RECEPTION NO. [206085616](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT RECORDED APRIL 30, 2008 AUNDER RECEPTION NOS. [208049395](#) AND [208049396](#). ANNEXATION ORDINANCES RECORDED APRIL 30, 2008 UNDER RECEPTION NOS. [208049394](#) AND [208049397](#). ANNEXATION PLATS RECORDED APRIL 30, 2008 UNDER RECEPTION NOS. [208712803](#) AND [208712804](#).
17. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT EASEMENT AGREEMENT RECORDED MAY 19, 2008 UNDER RECEPTION NO. [208056763](#).
18. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT EASEMENT AGREEMENT RECORDED MAY 19, 2008 UNDER RECEPTION NO. [208056764](#).
19. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF RIGHT OF WAY RECORDED JULY 17, 2008, UNDER RECEPTION NO. [208080989](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AVIGATION EASEMENT RECORDED JUNE 30, 2009 UNDER RECEPTION NO. [209074960](#).
21. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE TUSCANY PLAZA METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED FEBRUARY 11, 2010, UNDER RECEPTION NO. [210013753](#). NOTICE OF SPECIAL DISTRICT DISCLOSURE IN CONJUNCTION THEREWITH RECORDED SEPTEMBER 9, 2010 UNDER RECEPTION NO. [210088517](#).
22. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT EASEMENT AGREEMENT RECORDED JUNE 04, 2010 UNDER RECEPTION NO. [210052759](#).
23. RESERVATION OF EASEMENTS FOR EXISTING UTILITIES WITHIN THE AREA OF VACATED POWERS BOULEVARD AS VACATED BY ORDINANCE 02-106 RECORDED FEBRUARY 24, 2006 UNDER RECEPTION NO. [206028177](#).
24. CONVEYANCE OF MINERALS IN DEED RECORDED JUNE 10, 2015 UNDER RECEPTION NO. [215059831](#), OR A SEVERANCE OF MINERALS EVIDENCED THEREBY, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
25. THE EFFECT OF INCLUSION OF THE SUBJECT PROPERTY IN THE SUTHEASTERN COLORADO WATER CONSERVANCY DISTRICT, AS EVIDENCED BY 2ND AMENDED FINDINGS AND ORDER RECORDED DECEMBER 31, 2019, UNDER RECEPTION NO. [219165863](#).



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The 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.

Note: Effective September 1, 1997, CRS 30-10-406 requires that 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 may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.



**JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY,
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY
LAND TITLE INSURANCE CORPORATION AND
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Corporation

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, Old Republic National Title Insurance Company, a Minnesota 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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, 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) a counter-signature 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.

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 and authenticated by a person authorized by the Company.
- (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 <http://www.alta.org/arbitration>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880



Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By



President

Attest



Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. 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 a counter-signature by the Company or its issuing agent that may be in electronic form.

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Do you have a mortgage? Check with them before paying your taxes.
Include a stamped, self-addressed envelope for a printed receipt.



PRE-APPLICATION MEETING SUMMARY

Area: North Date: 10/27/2020

Pre-Application No.: N20-167

Applicant(s) Present: Todd Lawrence / Nolan Morrison (AFW)

Lot Size: Site: 34 acres (this DP ~24 acres)

Site Location: Northwest of Tutt Blvd and Dublin Blvd.

TSN: 5307300003

Project Description: New American Furniture Warehouse with out lot commercial pads

Zone: PBC

APPLICATION(S) REQUIRED: ☐ No application to the Planning Department required

- | | | |
|--|---|--|
| <input type="checkbox"/> 2020 Land Use Map Amendment | <input type="checkbox"/> Development Agreement (PUD Zone) | <input type="checkbox"/> Street Name Change |
| <input type="checkbox"/> Administrative Relief | <input checked="" type="checkbox"/> Development Plan <input type="radio"/> MJ <input type="radio"/> MN <input type="radio"/> MM | <input checked="" type="checkbox"/> Subdivision Plat <input type="radio"/> PP <input type="radio"/> FP <input type="radio"/> PFP |
| <input type="checkbox"/> Amendment to Plat Restriction | <input type="checkbox"/> Historic Preservation Board | <input type="checkbox"/> Subdivision Waiver <input type="radio"/> Design <input type="radio"/> Process |
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Master Plan <input type="radio"/> MJ <input type="radio"/> MN <input type="radio"/> MM | <input type="checkbox"/> Use Variance <input type="radio"/> MJ <input type="radio"/> MN <input type="radio"/> MM |
| <input type="checkbox"/> Building Permit to Unplatted Land | <input type="checkbox"/> Minor Improvement Plan | <input type="checkbox"/> Vacation of Plat |
| <input type="checkbox"/> CMRS No. <input type="checkbox"/> | <input type="checkbox"/> Nonuse Variance / Warrant | <input type="checkbox"/> Vacation of Public Right-of-Way |
| <input checked="" type="checkbox"/> Concept Plan <input type="radio"/> MJ <input checked="" type="radio"/> MN <input type="radio"/> MM | <input type="checkbox"/> Preservation Easement Adjustment | <input type="checkbox"/> Waiver of Replat |
| <input type="checkbox"/> Conditional Use <input type="radio"/> MJ <input type="radio"/> MN <input type="radio"/> MM | <input type="checkbox"/> Property Boundary Adjustment | <input type="checkbox"/> Zone Change |

Visit the Land Use Review Division website at www.coloradosprings.gov/planninginfo for application forms and checklists

MJ = Major Amendment, MN = Minor Amendment, and MM = Minor Modification

NEIGHBORHOOD ORGANIZATION:

Neighborhood Association/Contact: Surrounding HOA's to be notified with standard process. ☐ Neighborhood Meeting

PUBLIC NOTIFICATION REQUIREMENTS:

Note: Applicant will be required to pay for postage at time of poster pick-up.

- | | | |
|---|---|--|
| <input type="checkbox"/> Pre-Application Stage | <input checked="" type="checkbox"/> Internal Review Stage | <input type="checkbox"/> Public Hearing Stage |
| <input checked="" type="checkbox"/> Postcard | <input checked="" type="checkbox"/> Poster | <input type="checkbox"/> No Public Notice Required |
| Buffer Distance: <input type="checkbox"/> 150 ft. | <input type="checkbox"/> 500 ft. | <input checked="" type="checkbox"/> 1,000 ft. |
| | | <input type="checkbox"/> Custom distance: _____ |

ADDITIONAL STUDIES/MATERIALS TO BE SUBMITTED WITH APPLICATION:

- | | | |
|--|---|---|
| <input type="checkbox"/> Geo-Hazard Report | <input checked="" type="checkbox"/> Traffic Impact Analysis | <input checked="" type="checkbox"/> Drainage Report |
| Contact: _____ | Contact: <u>Zaker Alazzeah, 719-385-5468</u> | Contact: <u>Anna Bergmark, 719-385-5613</u> |
| <input checked="" type="checkbox"/> Hydraulic Grade Line | <input checked="" type="checkbox"/> Wastewater Master Facility Report | <input type="checkbox"/> Land Suitability Analysis |
| <input checked="" type="checkbox"/> Elevation Drawings | <input type="checkbox"/> Mineral Estate Owner Notification | <input type="checkbox"/> Other: _____ |

LDTC MEETING: ☒ Yes ☐ No

Date: TBD - If wanted by applicant.

Time: _____

COMMENTS: (This is a preliminary listing of issues and attention items; additional issues will likely surface as the application proceeds through the review process):

PLANNING: Administrative process; 4-week initial review, all re-reviews 2-weeks. Standard Development Plan and Final Plat (previous entitlements withdrawn, 2011) Existing Concept Plan: CPC CP 07-00077-A4MN18 which should be updated to show new access and lot configuration. Include schematic design basis but not needed in great detail. Access as already part of concept plan (and in field), changes need to be discussed with Traffic Engineering.

Traffic letter to show capacity for round-about and for commercial development numbers; updated based on current conditions.

Coordinated Sign Plan (CSP) will support more flexibility in signage but should be discussed in more detail with our Sign Specialist (Kurt Schmitt, Kurt.Schmitt@coloradosprings.gov) for understanding how this will apply to other commercial lots within the concept plan and lots for AFW future sale.

Colorado Springs Utilities (CSU) can be contacted to discuss any extensions needed, in addition the requirements for construction plans needed for utility construction.

As mentioned in our meeting the building permit plans (or construction plans to CSU) can be submitted to these agencies no earlier than after the initial review of the development plan. This can be done concurrently with the final review of the development plan and once the DP is approved shall be added to your building permit plan set which then can be reviewed and approved by Zoning and Fire.

Please contact Anna Bergmark (above) for regional pond discussion. This should be platted in a tract with this final plat.

NOTE: The above information is intended to assist in the preparation of an application. This sheet is not a complete list of submittal requirements. Refer to the Zoning and Subdivision Ordinances and the appropriate application checklists for further information and details.

This form and the information contained herein is valid for 6 months.

Fee Estimate: TBD

Number of Plans: Electronic Submittal + One hard copy of each application

Katie Carleo

Principal Planner
Land Use Review

Planning & Community Development

30 S. Nevada Avenue, Suite 105
P.O. Box 1575, MC 155
Colorado Springs, CO 80901-1575

Phone: (719) 385-5060
Fax: (719) 385-5167
kcarleo@springsgov.com


[Return to Fee Calculator](#)

City of Colorado Springs Planning Department Fee Receipt

| <u>Application</u> | <u>Department</u> | <u>Amount</u> | <u>Applicant</u> | <u>AnnexDisc</u> |
|--|--------------------------------|-------------------|------------------|------------------|
| Concept or Development Plan-Commercial-CSFire | CSFire | \$248.00 | | |
| Concept or Development Plan-Commercial-CSUtilities | CSUtilities | \$479.00 | | |
| Concept or Development Plan-Commercial-EDR | Engineering Development Review | \$1,128.00 | | |
| Concept or Development Plan-Commercial-EDR | Engineering Development Review | \$575.00 | | |
| LUR - Development Plan (New or Major Amendment) | Land Use Review | \$1,520.00 | | |
| LUR - Development Plan (New or Major Amendment) | Land Use Review | \$750.00 | | |
| LUR - Minor Amendment | Land Use Review | \$480.00 | | |
| LUR - Subdivision Plat | Land Use Review | \$750.00 | | |
| LUR - Subdivision Plat | Land Use Review | \$1,100.00 | | |
| Minor Amendment - CSFire | CSFire | \$248.00 | | |
| Minor Amendment - CSUtilities | CSUtilities | \$111.00 | | |
| Minor Amendment - EDR | Engineering Development Review | \$156.00 | | |
| Subdivision Plat-Commercial/PUD-CSUtilities | CSUtilities | \$111.00 | | |
| Subdivision Plat-Commercial/PUD-EDR | Engineering Development Review | \$75.00 | | |
| Subdivision Plat-Commercial/PUD-EDR | Engineering Development Review | \$475.00 | | |
| Tech Fee | IT-GIS | \$25.00 | | |
| <u>Total Fees</u> | | <u>\$8,231.00</u> | | |

Intake Staff:

Date: 4/15/2021
Planner: Katie Carleo
Receipt Number: 39171
Check Number: 725131
Amount: \$8,231.00
Received From: American Furniture Warehouse

PLANNING & DEVELOPMENT DEPARTMENT
Project Notification Information

Date: April 13, 2021

Planner: **Katie Carleo**

Planner email: katie.carleo@coloradosprings.gov

Planner phone number: (719) 385-5060

Applicant Email: toddl@butlerdesigngroup.com

Applicant Name: Todd Lawrence

Owner: American Furniture Warehouse, Nolan Morrison nmorrison@afwonline.com

TSN: 5307300003

Site Address (to be used on postcard): N/A

PROJECT: AMERICAN FURNITURE WAREHOUSE (POWERS PROFESSIONAL PARK)

| | | | |
|--------------------------|---|-------------------------------------|---|
| <input type="checkbox"/> | Pre-application Notice | <input checked="" type="checkbox"/> | Standard Notification |
| <input type="checkbox"/> | Pre-application Neighborhood Meeting Notice | <input type="checkbox"/> | Standard with Neighborhood Meeting Notice |
| <input type="checkbox"/> | No notice | <input type="checkbox"/> | Poster only |

PUBLIC NOTICE:

☐ 150 feet ☐ 500 feet ☒ 1,000 feet ☐ Modified (attach modified buffer) ☐ No public notice

PROJECT BLURB

Provide a project blurb for each application type, adjust language as needed. Note code sections where applicable for variances.

Concept Plan – Minor Amendment

Request by American Furniture Warehouse – Nolan Morrison, with representation by Butler Design Group – Todd Lawrence, for approval of a minor amendment to the Powers Professional Park Concept Plan with slight adjustments to lot configuration. The site is zone PBC/AO (Planned Business Center with Airport Overlay) consisting of 34 acres located west of the intersection of Tutt Boulevard and Templeton Gap Road.

Development Plan

Request by American Furniture Warehouse – Nolan Morrison, with representation by Butler Design Group – Todd Lawrence, for approval of a new Development Plan for establishment of a new 355,000 square foot American Furniture Warehouse. The site is zone PBC/AO (Planned Business Center with Airport Overlay) consisting of 25 acres located west of the intersection of Tutt Boulevard and Templeton Gap Road.

Final Plat

Request by American Furniture Warehouse – Nolan Morrison, with representation by Butler Design Group – Todd Lawrence, for approval of the American Furniture Warehouse Subdivision Plat subdividing the existing land into 2 lots. The site is zone PBC/AO (Planned Business Center with Airport Overlay) consisting of 34 acres located west of the intersection of Tutt Boulevard and Templeton Gap Road.

POSTCARD

Include 3-5 highlighted points to best describe the project.

- Proposed new 355,000 sq ft American Furniture Warehouse

- Update to Powers Professional Park Concept Plan to update lot configuration for American Furniture Warehouse lot and adjacent commercial lots.
- Subdivision plat for 2 new commercial lots

POSTER

Fill out applicable information below:

What type of project is proposed? (large bold letters on poster, approx. 35 characters):

Proposed new 355,000 sq ft American Furniture Warehouse with associated subdivision plat and Powers Professional Park Concept Plan amendment for new commercial lots.

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

Planner Intake Date: **4/13/2021 - KAC**

Admin Receive Date: **4/13/21**

Project Name: **AMERICAN FURNITURE WAREHOUSE**

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

2. Date buckslip comments are due (21 calendar days after submittal): **MAY 4, 2021**

3. HOA: N/A

4. STANDARD DISTRIBUTION:

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

| ID# | Division Name | Email/Distribution Notes |
|-----|---|--|
| | <input type="checkbox"/> None | |
| 85 | <input type="checkbox"/> Utilities Development Services | Buckslips@csu.org |
| 9 | <input type="checkbox"/> Fire | Steven.Smith@coloradosprings.gov |
| 24 | <input type="checkbox"/> SWENT | development.review@coloradosprings.gov |
| 17 | <input type="checkbox"/> Cory Sharp, LUR MC 155 | Cory.Sharp@coloradosprings.gov |
| 66 | <input type="checkbox"/> Real Estate Services | Barbara.Reinardy@coloradosprings.gov |
| 14 | <input type="checkbox"/> Lois Ruggera Candy Fontecchio | Lois.Ruggera@coloradosprings.gov Candy.Fontecchio@coloradosprings.gov |
| 19 | <input type="checkbox"/> Century Link | Patti.Moore@CenturyLink.com Bea.Romero@centurylink.com Melissa.Spencer@centurylink.com |
| 77 | <input type="checkbox"/> CSU Customer Contract Administration | Buckslips@csu.org |
| 11 | <input type="checkbox"/> IT GIS | Bootsy.Jones@coloradosprings.gov |
| 13 | <input type="checkbox"/> Parks & Recreation | Britt.Haley@coloradosprings.gov Constance.Schmeisser@coloradosprings.gov Emily.Duncan@coloradosprings.gov |
| 23 | <input type="checkbox"/> Enumerations | addressing@pprbd.org |
| 29 | <input type="checkbox"/> Flood Plain | Keith@pprbd.org |
| 98 | <input type="checkbox"/> US Postal Service | Elaine.f.medina@usps.gov |

| | | |
|----|--|--|
| 45 | <input type="checkbox"/> Zaker Alazzeah, Traffic - School Safety | development.review@coloradosprings.gov |
| 65 | <input type="checkbox"/> Zaker Alazzeah, Traffic Eng (MC 460) | development.review@coloradosprings.gov |
| 48 | <input type="checkbox"/> Street Division | Corey.Rivera@coloradosprings.gov Cole.Platt@coloradosprings.gov |
| 60 | <input type="checkbox"/> Transit | Roger.Austin@coloradosprings.gov |
| 25 | <input type="checkbox"/> County Health Department | catherinemcgarvy@elpasoco.com |
| 30 | <input type="checkbox"/> Comcast | Jason.Jacobsen@comcast.com DENNIS_LONGWELL@comcast.com WSTMWR_MDSubmissions@comcast.com |
| 3 | <input type="checkbox"/> CONO | rdavis@cscono.org |
| 92 | <input type="checkbox"/> Forestry | Jeff.Cooper@coloradosprings.gov |
| 56 | <input type="checkbox"/> PlanCOS | PlanCOS@coloradosprings.gov |

5. SCHOOL DISTRICT:

ID# Division Name Email/Distribution Notes

| | | |
|----|---|--|
| | <input checked="" type="checkbox"/> None | |
| 36 | <input type="checkbox"/> School District # 2 | mwilsey@hsd2.org |
| 68 | <input type="checkbox"/> School District # 3 | dgish@wsd3.org |
| 37 | <input type="checkbox"/> School District # 11 | Terrance.johns@d11.org Terry.Seaman@d11.org |
| 38 | <input type="checkbox"/> School District # 12 | cooper@cmsd12.org |
| 39 | <input type="checkbox"/> School District # 20 | tom.gregory@asd20.org |
| 69 | <input type="checkbox"/> School District # 22 | chrissmith@esd22.org |
| 41 | <input type="checkbox"/> School District # 49 | mandrews@d49.org |

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

ID# Division Name Email/Distribution Notes

| | | |
|----|--|--|
| | <input checked="" type="checkbox"/> None | |
| 84 | <input type="checkbox"/> Fort Carson | john.j.sanders71.civ@mail.mil |

| | | |
|----|-----------------------------------|--|
| | | Thomas.j.wiersma.civ@mail.mil |
| 46 | <input type="checkbox"/> NORAD | Michael.kozak.2@us.af.mil Michael.Shafer.4@us.af.mil joseph.elms@us.af.mil 21CES.CENB.BaseDevelopment@us.af.mil |
| 26 | <input type="checkbox"/> 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 10CES.CENP.USAFADREVIEWGRP@us.af.mil |
| 75 | <input type="checkbox"/> Peterson | PAEK, AYOKA B GS-12 USSF AFSPC 21 CES/CENB <ayoka.paek@spaceforce.mil> joseph.elms@us.af.mil 21CES.CENB.BaseDevelopment@us.af.mil |

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

| ID# | Division Name | Email/Distribution Notes |
|-----|---|---|
| | <input type="checkbox"/> None | |
| 59 | <input type="checkbox"/> StratusIQ – AKA Falcon Broadband | jlandis@stratusiq.com tking@stratusiq.com cotrin@stratusiq.com BLR & Flying Horse |
| 27 | <input checked="" type="checkbox"/> CDOT (adjacent to CDOT ROW) | Valerie.vigil@state.co.us |
| 34 | <input type="checkbox"/> Colorado Geological Survey | cgs_lur@mines.edu |
| 33 | <input type="checkbox"/> SECWCD, Garrett Markus | garrett@secwcd.com |
| 18 | <input type="checkbox"/> Streamside Area Overlay | Tasha.Brackin@coloradosprings.gov |
| 15 | <input type="checkbox"/> Hillside Overlay | Kerri.Schott@coloradosprings.gov |
| 20 | <input checked="" type="checkbox"/> Airport | Kandrews@coloradosprings.gov |
| 63 | <input checked="" type="checkbox"/> El Paso County Dev. Services Division | NinaRuiz@elpasoco.com Review of Plans within ½ mile of a County/City Border |
| 43 | <input type="checkbox"/> Wescott Fire District (adjacent only) | admin@wescottfire.org |
| 71 | <input type="checkbox"/> Falcon Fire Protection District | tharwig@falconfire.org |
| 72 | <input type="checkbox"/> Black Forest Fire Protection District | chief@bffire.org |

| | | |
|----|--|--|
| 81 | <input type="checkbox"/> Broadmoor Fire Protection District | chief@broadmoorfire.com noalsperran@gmail.com |
| 80 | <input type="checkbox"/> CSURA – Urban Renewal | Jarlah.Walker@coloradosprings.gov |
| 5 | <input type="checkbox"/> Metro District | Metro District email |
| 65 | <input type="checkbox"/> Kate Brady, Mike Planning, Traffic | Kate.Brady@coloradosprings.gov |
| 53 | <input type="checkbox"/> UCCS Review – North Nevada Overlay zone | mwood@uccs.edu |
| 49 | <input type="checkbox"/> Chelsea Gaylord, Economic Development | Chelsea.Gaylord@coloradosprings.gov QOZ |

8. LAND USE REVIEW:

Hard Copy Full sized plans

| | |
|---|--|
| <input checked="" type="checkbox"/> Planner | Traffic Report, Drainage Report, Geo-Hazard Report |
|---|--|

Special notes or instructions: