

**GENERAL APPLICATION FORM**

Edited 9/25/18




Project Name:	BLR-DP 7 Filings 37, 38	Existing Zone:	PUD/AO	Acreage:	43.68
Site Address:	N/A	Direction from Nearest Street Intersection:	North of of Stetson Hills Blvd, South of Dublin Blvd. and west of the Future Banning Lewis Parkway		
Tax Schedule Number(s):	5300000712				

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 type="checkbox"/> Concept Plan <input type="radio"/> New <input type="radio"/> MJ <input 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 type="checkbox"/> Development Plan <input 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 type="radio"/> Preliminary <input checked="" type="radio"/> Final <input type="radio"/> Irrigation	<input type="checkbox"/> FBZ Interim Use Plan
<input type="checkbox"/> Master Plan <input 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.

	8/17/2021		8/17/21
Signature of Property Owner	Date	Signature of Consultant	Date
	8/17/2021		
Signature of Developer	Date		

APPLICANT CONTACT INFORMATION (please print or type)

Property Owner:	Clayton Properties Group II, Inc. DBA Oakwood Homes Colorado Springs	Contact Name:	Scott Smith
E-Mail:	SSmith@OakwoodHomesCO.com	Phone:	(719) 499-7764
Developer:	Clayton Properties Group II, Inc. DBA Oakwood Homes Colorado Springs	Contact Name:	Scott Smith
E-Mail:	SSmith@OakwoodHomesCO.com	Phone:	(719) 499-7764
Consultant/Main Contact name:	LAI Design Group - Rick Haering	Phone:	(303) 734-1777
Address:	88 Inverness Circle East, Suite J-101		
City:	Englewood		
State:	CO	Zip Code:	80112
E-Mail:	rhaering@laidesigngroup.com		

PLANNER AUTHORIZATION: (CITY USE ONLY)

<input type="checkbox"/> Checklists	<input type="checkbox"/> Distribution Form	<input type="checkbox"/> Project Blurb	<input type="checkbox"/> E-mail to Admin.	Initial Review Level:	<input type="checkbox"/> AR	<input type="checkbox"/> CPC	<input type="checkbox"/> DRB	<input type="checkbox"/> HP
Payment \$	Assigned to:		Katelynn Wintz		Date:			
Receipt No.:	City File No:		AR FP 21-00632					



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.

<u>Applicant</u>	<u>Planner</u>
<input checked="" type="checkbox"/> General Development Application Form	<input type="checkbox"/>
1 copy of a Project Statement identifying the following:	
<input checked="" 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 checked="" type="checkbox"/> 2. A justification based on the review criteria addressing why the proposed plat should be approved; and	<input type="checkbox"/>
<input checked="" 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 checked="" type="checkbox"/> 1 copy of a Final Plat showing all "Plan Contents" below	<input type="checkbox"/>
<input checked="" type="checkbox"/> All plans, documents, and reports uploaded to Dropbox folder (Planner to send folder invite through email)	<input type="checkbox"/>
<input checked="" type="checkbox"/> A legal description of the proposed project	<input type="checkbox"/>

Reports and Studies Requirement for each report is determined at the pre-application meeting or LDTC meeting. All reports to be provided in electronic form via Dropbox link from planner.

Geologic Hazard Report

Drainage Reports

Traffic Impact Analysis

Submittal of the Hydraulic Grade Line (HGL) Request Form to waterplanning@csu.org or fax to 719-668-5651 prior to submittal.

Submittal of the Wastewater Facilities Master Report to wwmasterplansubmit@csu.org prior to application submittal.

SUBMITTAL CHECKLIST: Continued from previous page.

Applicant	Planner
<input checked="" type="checkbox"/> Proof of Ownership via title insurance, tax assessor's statement, or a deed.	<input type="checkbox"/>
<input checked="" 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 checked="" type="checkbox"/> A copy of the Pre-Application Meeting Summary letter from the assigned City Planner.	<input type="checkbox"/>
<input checked="" type="checkbox"/> 1 copy of an approved Preliminary Plat or Concept , or Development Plan for the proposed project.	<input type="checkbox"/>
N/A <input checked="" type="checkbox"/> 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).	<input type="checkbox"/>
N/A <input checked="" 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 checked="" 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 checked="" type="checkbox"/> Sheet Size shall be 24" x 36" including 1/2" border with 'landscape' orientation.	<input type="checkbox"/>
<input checked="" type="checkbox"/> Indication of standardized scale, both fractional and bar (i.e. 1" = 20')	<input type="checkbox"/>
<input checked="" type="checkbox"/> North arrow	<input type="checkbox"/>
<input checked="" type="checkbox"/> Vicinity Map (does not have to be to scale). A vicinity location necessary to locate the tract.	<input type="checkbox"/>
<input checked="" type="checkbox"/> Date of preparation of the plat	<input type="checkbox"/>
<input checked="" 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 checked="" 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 checked="" 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 checked="" 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"/>
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<input checked="" type="checkbox"/> All plats with public streets shall have the following sentence in the dedication statement: <i>"All public streets are hereby dedicated to the City of Colorado Springs for public use."</i>	<input type="checkbox"/>
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All plats with other tracts being dedicated to the City shall have:

N/A <input checked="" type="checkbox"/> (1) A sentence in the dedication statement similar to "Tract X is hereby dedicated to the City of Colorado Springs for public use.	<input type="checkbox"/>
<input checked="" type="checkbox"/> (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."	<input type="checkbox"/>

<input checked="" 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"/>
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<input checked="" type="checkbox"/> Statement of ownership and acknowledgement. The notarized signature of the owner is required.	<input type="checkbox"/>
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N/A <input checked="" type="checkbox"/> Statement of mortgagee and acknowledgement. The signature of the mortgagee, if any, consenting to the dedication is required	<input type="checkbox"/>
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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 checked="" 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"/>
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<input checked="" type="checkbox"/> Notary Statement. Acknowledgement of the execution of the plat before a notary public.	<input type="checkbox"/>
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Applicant

Planner

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). ☐

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. ☐

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. ☐

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. ☐

Applicant

Planner

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."

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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.

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Scale Bar

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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-ways that intersect the subdivision boundary or are adjacent to said

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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

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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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N/A

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

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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.

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The area in sq.ft. of all Lots and Tracts sought to be platted.

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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."

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The final plat shall be clearly and legibly prepared by a registered land surveyor or engineer

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Show all common ingress-egress, parking and access easements required by the development plan.

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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.

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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."

N/A ☒ 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:

N/A ☒ 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. ☐

N/A ☒ The replat shall contain the following notice: *'The approval of this replat vacates all prior plats for the area described by this replat.'* ☐

N/A ☒ 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:

N/A ☒ 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."

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August 19, 2021

City of Colorado Springs, Colorado
Attn: Katelyn Wintz
30 S. Nevada Ave., Suite 701
Colorado Springs, CO 80903

Re: Banning Lewis Ranch - Village 3 – Filings 37 & 38 (DP-7)

Ms. Wintz,

On behalf of Clayton Properties Group II, DBA Oakwood Homes Colorado Springs, we respectfully submit our Development Plan for Banning Lewis Ranch, Village Three, Filings 37 & 38. This submittal includes all required items as outlined in the Submittal Requirements Checklist. We have provided the following Project Statement narrative outlining the nature of the submittal.

Overview

This application for the Development Plan and Final Plat of Filings 37 & 38 represents the owner's next phase of development within the Banning Lewis Ranch Master Plan. This Development Plan application proposes 66 single family homes, and 86 paired homes on approximately 38 acres in these Filings. Filings 37 & 38 are situated south of Filings 26 and 29, north of the future extension of Stetson Hills Blvd., west of Vista Del Tierra Drive, and west boundary is bordered by drainage and open space areas that provide a continuous regional trail system with periodic linkages into the neighborhood.

Banning Lewis Ranch Filing 37

Requested by LAI Design Group, on behalf of Clayton Properties Group II, for approval of the Banning Lewis Ranch Filing 37 subdivision plat. This subdivision plat proposes 85 lots, intended for paired homes and single-family development, on 16.84 AC. The site is zoned PUD/AO (Planned Unit Development: Paired homes Residential, 40 ft. max bldg. ht., and a cumulative maximum density of 7.99 du/ac. with an Airport Overlay).

Banning Lewis Ranch Filing 38

Requested by LAI Design Group, on behalf of Clayton Properties Group II, for approval of the Banning Lewis Ranch Filing 38 subdivision plat. This subdivision plat proposes 67 lots, intended for paired homes and single-family development, on 21.20 acres. The site is zoned PUD/AO (Planned Unit Development: Single-Family Residential, 40 ft. max bldg. ht., and a cumulative maximum density of

7.99 du/ac. With an Airport Overlay).

Development Plan Review Criteria

We have provided the following responses to the Development Plan review criteria provided in the Zoning and Subdivision code;

1. Will the project design be harmonious with the surrounding land uses and neighborhood?

Yes, the proposed Development Plan is consistent in nature with the surrounding land uses and does not pose any negative impacts on the ability of the overall BLR community to continue to develop in its approved framework.

2. Will the proposed land uses be compatible with the surrounding neighborhood? Will the proposed development overburden the capacities of existing streets, utilities, parks, schools and other public facilities?

Yes, the proposed Development Plan continues with residential use and is compatible with the surrounding neighborhood. The existing streets and utilities have been developed with this use in mind. There are multiple connections to walks that connect to existing amenities. This will ensure that the existing facilities in Villages 1 and 2 and other parts of Village 3 are not overburdened.

3. Will the structures be located to minimize the impact of their use and bulk on adjacent properties?

Yes, the proposed housing units are located so as to ensure minimal impact upon neighboring properties by providing significant setbacks and buffering along the project boundaries.

4. Will landscaping, berms, fences and/or walls be provided to buffer the site from undesirable views, noise, lighting or other off site negative influences and to buffer adjacent properties from negative influences that may be created by the proposed development?

Yes, the Development Plan proposes buffering setbacks containing landscaping to mitigate negative influences that may occur from bordering roadways.

5. Will vehicular access from the project to streets outside the project be combined, limited, located, designed and controlled to channel traffic to and from such areas conveniently and safely and in such a manner which minimizes traffic friction, noise and pollution and promotes free traffic flow without excessive interruption?

Yes, the proposed development retains the previously approved arterial and collector road traffic circulation patterns and continues to provide adequate ingress/egress to the neighborhood.

6. Will all the streets and drives provide logical, safe and convenient vehicular access to the facilities within the project?

Yes, the Development Plan proposes convenient access to all the facilities within the neighborhood. Additionally, the plan promotes safe pedestrian movement through the community via open space trail corridors and detached sidewalks along major roadways.

7. Will streets and drives within the project area be connected to streets outside the project area in such a way that discourages their use by through traffic?

Yes, the proposed streets are designed to limit the occurrence of through traffic from non-residents.

8. Will adequately sized parking areas be located throughout the project to provide safe and convenient access to specific facilities?

The Development Plan does not require parking areas given that the site consists mostly of single-family residences. The paired homes will consist of a garage and driveway to allow for sufficient parking.

9. Will safe and convenient provision for the access and movement of handicapped persons and parking of vehicles for the handicapped be accommodated in the project design?

Yes, the proposed plan provides pedestrian access ramps at all pedestrian crossings in accordance with the City standard.

10. Will the design of streets, drives and parking areas within the project result in a minimum of area devoted to asphalt?

Yes, the proposed circulation design allows for an efficient use of land, requiring a minimal amount of paved area.

11. Will pedestrian walkways be functionally separated from vehicular traffic and landscaped to accomplish this? Will pedestrian walkways be designed and located in combination with other easements that are not used by motor vehicles?

Yes, the Development Plan proposes sidewalks and trails detached from roadways, along with providing landscape buffers adjacent to collector streets. The plan allows for several points of connection with the existing pedestrian walkway system.

12. Does the design encourage the preservation of significant natural features such as healthy vegetation, drainage channels, steep slopes and rock outcroppings? Are these significant natural features incorporated into the project design?

There are no existing significant natural features on this site.



We appreciate the City's cooperation so far in working with us to kick-off the next phase of this quality project, and we look forward to working with the City to complete this process in order to continue the successful legacy of the Banning Lewis Ranch master plan in Colorado Springs.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rick Haering', with a stylized, flowing script.

Rick Haering
Associate Principal, LAI Design Group



619 N. Cascade Avenue, Suite 200 (719) 785-0790
Colorado Springs, Colorado 80903 (719) 785-0799 (Fax)

JOB NO. 2570.21-02R2
MARCH 10, 2021
REV. MARCH 18, 2021
REV. JUNE 30, 2021
PAGE 1 OF 2

LEGAL DESCRIPTION: BANNING LEWIS RANCH VILLAGE 3 FILING NO. 37

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 15 AND THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE NORTHWEST CORNER BY A 2-1/2" ALUMINUM CAP STAMPED "GMS INC. PLS 22095" AND AT THE WEST QUARTER BY A 2-1/2" ALUMINUM CAP STAMPED "DREXEL, BARRELL & CO LS 17664", AND IS ASSUMED TO BEAR N00°20'14"E, A DISTANCE OF 2646.40 FEET.

COMMENCING AT THE SOUTHWESTERLY CORNER OF BERRIEDALE VIEW AS PLATTED IN BANNING LEWIS RANCH FILING NO. 29 RECORDED UNDER RECEPTION NO. 220714625, EL PASO COUNTY, COLORADO SAID POINT BEING THE POINT OF BEGINNING;

THENCE ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID BERRIEDALE VIEW THE FOLLOWING THREE (3) COURSES:

1. N90°00'00"E, A DISTANCE OF 265.00 FEET;
2. S00°00'00"E, A DISTANCE OF 5.00 FEET;
3. N90°00'00"E, A DISTANCE OF 225.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF VISTA DEL TIERRA DRIVE AS PLATTED IN BANNING LEWIS RANCH FILING NO. 36A, RECORDED UNDER RECEPTION NO. 220714608;

THENCE ON THE WESTERLY RIGHT OF WAY LINE OF SAID VISTA DEL TIERRA DRIVE THE FOLLOWING FIVE (5) COURSES;

1. S00°00'00"E, A DISTANCE OF 364.13 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 37°32'00", A RADIUS OF 686.50 FEET AND A DISTANCE OF 449.71 FEET TO A POINT OF TANGENT;
3. S37°32'00"W, A DISTANCE OF 910.99 FEET TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 29°59'00", A RADIUS OF 978.50 FEET AND A DISTANCE OF 512.06 FEET TO A POINT OF TANGENT;
5. S07°33'00"W, A DISTANCE OF 224.14 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STETSON HILLS BOULEVARD AS PLATTED IN BANNING LEWIS RANCH FILING NO. 1 RECORDED UNDER RECEPTION NO. 205087777;

THENCE N85°45'07"W, ON THE NORTHERLY RIGHT OF WAY LINE OF SAID STETSON HILLS BOULEVARD, A DISTANCE OF 104.29 FEET TO A POINT ON THE EASTERLY BOUNDARY OF TRACT E, AS PLATTED IN BANNING LEWIS RANCH FILING NO. 2 UNDER RECEPTION NO. 205087778;

THENCE ON THE EASTERLY BOUNDARY OF SAID TRACT E THE FOLLOWING SIX (6) COURSES:

1. N52°34'51"E, A DISTANCE OF 62.23 FEET;
2. N07°34'51"E, A DISTANCE OF 187.00 FEET TO A POINT OF CURVE;
3. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 01°27'46", A RADIUS OF 993.00 FEET AND A DISTANCE OF 25.35 FEET TO A POINT ON CURVE;
4. N19°00'54"E, A DISTANCE OF 158.13 FEET;
5. N70°59'06"W, A DISTANCE OF 65.68 FEET;
6. N00°20'14"E, A DISTANCE OF 394.69 FEET;

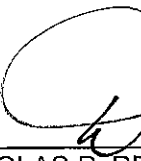
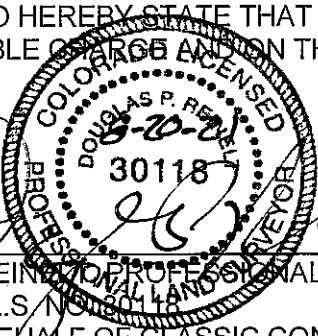
THENCE N37°32'00"E, A DISTANCE OF 269.72 FEET;
THENCE N60°48'25"E, A DISTANCE OF 60.00 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N60°48'25"E, HAVING A DELTA OF 29°11'35", A RADIUS OF 170.00 FEET AND A DISTANCE OF 86.62 FEET TO A POINT ON CURVE;
THENCE N72°27'45"E, A DISTANCE OF 94.03 FEET;

THENCE N21°10'25"E, A DISTANCE OF 118.96 FEET;
THENCE N00°00'00"E, A DISTANCE OF 69.55 FEET;
THENCE N90°00'00"E, A DISTANCE OF 30.89 FEET;
THENCE S82°04'04"E, A DISTANCE OF 107.51 FEET;
THENCE N00°00'00"E, A DISTANCE OF 497.90 FEET;
THENCE N90°00'00"W, A DISTANCE OF 135.00 FEET;
THENCE N00°00'00"E, A DISTANCE OF 285.00 FEET;
THENCE N90°00'00"E, A DISTANCE OF 135.00 FEET;
THENCE N00°00'00"E, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 16.844 ACRES.

LEGAL DESCRIPTION STATEMENT:

I, DOUGLAS P. REINELT, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.



DOUGLAS P. REINELT, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 30118
FOR AND ON BEHALF OF CLASSIC CONSULTING
ENGINEERS AND SURVEYORS

AUGUST 20, 2021
DATE

EL PASO COUNTY - COLORADO5300000712
VISTA DEL TIERRA DRTotal Market Value
\$727,700**OVERVIEW**

Owner:	CLAYTON PROPERTIES GROUP II INC
Mailing Address:	10 INVERNESS DRIVE EAST STE 250 ENGLEWOOD CO, 80112
Location:	VISTA DEL TIERRA DR
Tax Status:	Taxable
Zoning:	PUD AO SS
Plat No:	-
Legal Description:	TR OF LAND IN W2 SEC 15 AND NW4 SEC 22-13-65 LY WLY OF CENTERLINE OF VACATED VISTA DEL TIERRA DR, SLY OF BANNING LEWIS RANCH FIL NO 21, NLY OF STETSON HILLS BLVD, TOG W/ THAT PT OF VAC R/W DESC BY REC #217156102, EX TRACT E OF BANNING LEWIS RANCH FIL NO 2, EX TH PT PLATTED TO BANNING LEWIS RANCH FIL NO 30, EX THAT PT PLATTED TO BANNING LEWIS RANCH FIL NO 32A & 34A

MARKET & ASSESSMENT DETAILS

	Market Value	Assessed Value
Land	\$727,700	\$211,030
Improvement	\$0	\$0
Total	\$727,700	\$211,030

No buildings to show.

LAND DETAILS

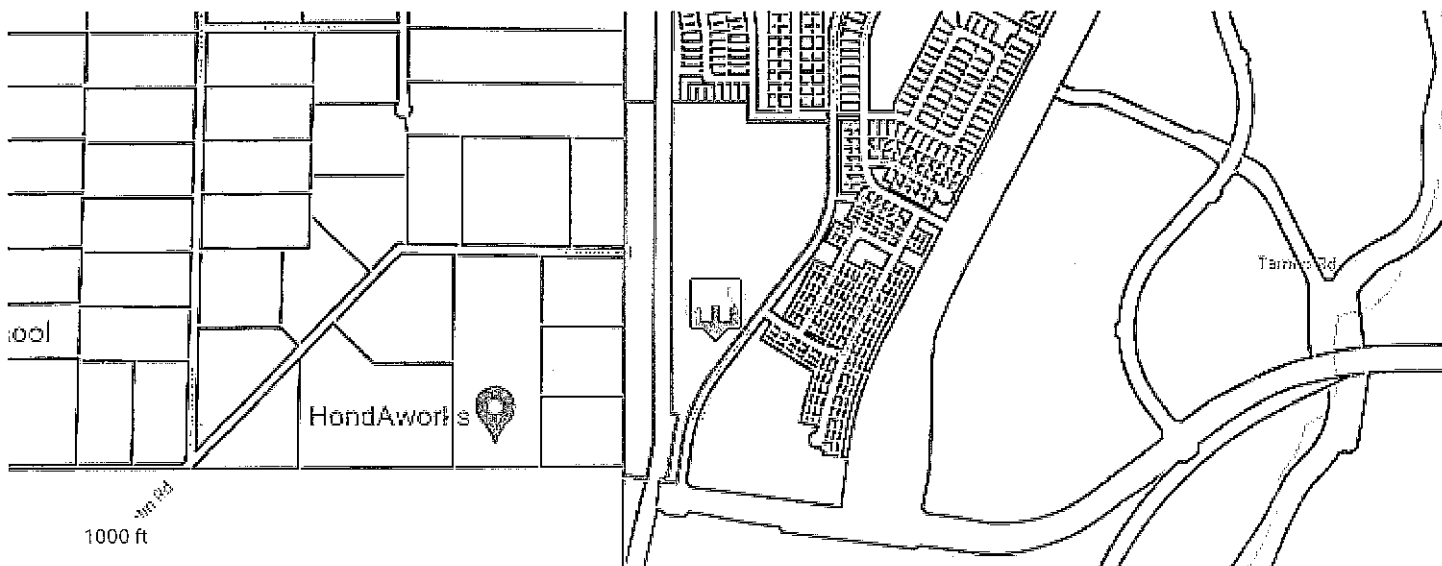
Sequence Number	Land Use	Assessment Rate	Area	Market Value
1	VACANT LAND = 35 AND < 100 ACR	29.000	38.02 Acres	\$727,700

TAX ENTITY AND LEVY INFORMATION

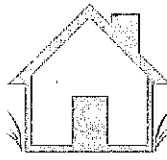
County Treasurer Tax Information

Tax Area Code: SKL Levy Year: 2020 Mill Levy: 126.977

Taxing Entity	Levy	Contact Name/Organization	Contact Phone
EL PASO COUNTY	7.755	FINANCIAL SERVICES	(719) 520-6400
EPC ROAD & BRIDGE SHARE	0.165	-	(719) 520-6498
CITY OF COLORADO SPRINGS	4.279	CITY OF CS-CFO	(719) 385-5224
EPC-COLORADO SPGS ROAD & BRIDGE SHARE	0.165	-	(719) 520-6498
EL PASO COUNTY SCHOOL NO 49	43.021	BRETT RIDGWAY	(719) 495-1130
PIKES PEAK LIBRARY	3.855	MIKE VARNET	(719) 531-6333
SOUTHEASTERN COLO WATER CONSERVANCY	0.942	JAMES BRODERICK	(719) 948-2400
CENTRAL COLORADO CONSERVATION	0.000	PAMELA DAVISON	(719) 473-7104
BANNING LEWIS RANCH METRO #5	55.664	CLIFTONLARSONALLEN LLP	(303) 779-4525
BANNING LEWIS RANCH REGIONAL METRO #1	11.131	CLIFTONLARSONALLEN LLP	(303) 779-4525



No Photo Available



Disclaimer

We have made a good-faith effort to provide you with the most recent and most accurate information available. However, if you need to use this information in any legal or official venue, you will need to obtain official copies from the Assessor's Office. Do be aware that this data is subject to change on a daily basis. If you believe that any of this information is incorrect, please call us at (719) 520-6600.

El Paso County, Colorado

Schedule # 5300000712 was not found. If you feel this message is in error, please contact the Treasurer's office.

Please Note: This web page is best viewed in Compatability View.

Disclaimer: We have made a good-faith effort to provide you with the most recent and most accurate information available. However, if you need to use this information in any legal or official venue, you will need to obtain official copies from the Treasurer's Office. Do be aware that this data is subject to change on a daily basis. If you believe that any of this information is incorrect, please contact the Treasurer's office.

For any questions, please contact the Treasurer's Office at: **(719) 520-7900** or email to: **trswweb@elpasoco.com**

This Correction Special Warranty Deed hereby replaces in its entirety that certain Special Warranty Deed recorded August 7, 2017, under Reception No. 217093800 in the Real Property Records of El Paso County, Colorado for the sole purpose of correcting Parcel H of the legal description.

CORRECTION SPECIAL WARRANTY DEED

MREC OAKWOOD COLORADO INVESTMENTS LLC, a Delaware limited liability company (***MREC Investments***), MREC OAKWOOD COLORADO RANCH LLC, a Delaware limited liability company (***MREC Ranch***), and MREC OAKWOOD COLORADO IV-VI LLC, a Delaware limited liability company (***MREC IV-VI***) with an address of c/o Mountain Real Estate Capital LLC, 13860 Ballantyne Corp Place, Suite 130, Charlotte, North Carolina 28277, for the consideration of \$13,354,783, in hand paid and other good and valuable mutual consideration, the receipt and sufficiency of which MREC Investments, MREC Ranch, and MREC IV-VI (collectively, ***Grantors***) hereby acknowledge, hereby sells and conveys to CLAYTON PROPERTIES GROUP II, INC., a Colorado corporation (***Grantee***), 4908 Tower Road, Denver, Colorado 80249, the real property and appurtenances thereto located in the County of El Paso, State of Colorado, and more particularly described in Attachment 1 hereto and subject to the permitted exceptions to title set forth in Attachment 2 hereto (a) MREC Investments warrants title to Parcels E, F, G and K (as defined and described in Attachment 1) only against all persons claiming by through or under MREC Investments, (b) MREC Ranch LLC warrants title to Parcels A, B, C, D, and J (as defined and described in Attachment 1) only against all persons claiming by through or under MREC Ranch, and (c) MREC IV-VI warrants title to Parcels H and I (as defined and described in Attachment 1) only against all persons claiming by through or under MREC IV-VI.

[Remainder of Page Left Intentionally Blank; Signature Page Follows]

SIGNATURE PAGE TO CORRECTION SPECIAL WARRANTY DEED
(MREC Ranch)

MREC Oakwood Colorado Ranch LLC, one of the Grantors, has executed and delivered this Deed effective as of August 11, 2017.

MREC Ranch:

MREC OAKWOOD COLORADO RANCH LLC, a
Delaware limited liability company

By: MRECV Colorado Ranch LLC, a Delaware
limited liability company

Its: Manager

By: 
Name: Eric Blanke

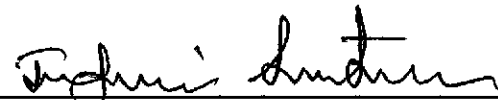
Title: Vice President

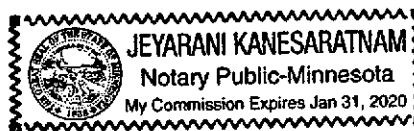
STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 11 day of August, 2017, by Eric Blanke, as Vice President of MRECV Colorado Ranch LLC, a Delaware limited liability company, Manager of MREC Oakwood Colorado Ranch LLC, a Delaware limited liability company.

Witness my hand and official seal.

My Commission Expires: _____


Notary Public



CLAYTON PROPERTIES GROUP II, INC., a Colorado corporation, grantee of the foregoing conveyance, hereby accepts and consents to the execution, delivery, and recording of this Correction Special Warranty Deed.

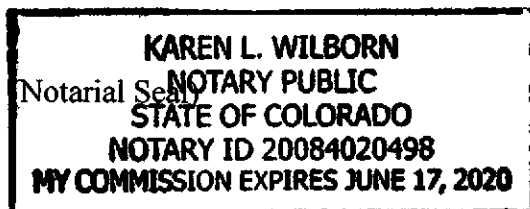
CLAYTON PROPERTIES GROUP II, INC.,
a Colorado corporation

By: RJ Sanderwan
Name: R J SANDERWAN
Title: AUTHORIZED SIGNATORY

STATE OF COLORADO)
)
) SS.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of August, 2017, by Robert J. Sanderman, the Authorized of Clayton Properties Group II, Inc., a Colorado corporation. Signatory

Witness my hand and official seal.



Karen L. Wilbourn
Notary Public
My commission expires: 6/17/2020

EXHIBIT A
(Legal Description of Property)

This Correction Special Warranty Deed hereby replaces in its entirety that certain Special Warranty Deed recorded August 7, 2017, under Reception No. 217093800 in the Real Property Records of El Paso County, Colorado for the sole purpose of correcting Parcel H of the legal description.

The following described real property located in El Paso County, Colorado:

Parcel A:

Lots 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 20, 21 and 22,
Banning Lewis Ranch Filing No. 14D,
City of Colorado Springs, County of El Paso, State of Colorado.

Parcel B:

Lots 4 through 57, inclusive,
Lots 64 through 176, inclusive,
Lots 186 through 199, inclusive
Banning Lewis Ranch Filing No. 15,
City of Colorado Springs, County of El Paso, State of Colorado.

Parcel C:

Lots 1 through 40, inclusive,
Banning Lewis Ranch Filing No. 17C,
City of Colorado Springs, County of El Paso, State of Colorado.

Parcel D:

Lots 1 through 44, inclusive,
Banning Lewis Ranch Filing No. 17D,
City of Colorado Springs, County of El Paso, State of Colorado.

Parcel E (Banning Lewis Ranch Village 2 East):

Two (2) parcels of land being a portion of Section 10, Township 13 South, Range 65 West of the 6th P.M., El Paso County, Colorado, being more particularly described as follows:

Basis of Bearings: The Northerly boundary of Banning Lewis Ranch Charter School Filing No. 1 as recorded under Reception No. 216713802 records of the El Paso County, Colorado being monumented at both ends by a 1 1/2" aluminum surveyors cap stamped "CCES LLC PLS 30118" assumed to bear N 90°00'00" E, a distance of 960.30 feet.

Parcel E-1:

Commencing at the Northeasterly corner of Banning Lewis Ranch Charter School Filing No. 1 as recorded under Reception No. 216713802 records of El Paso County, Colorado, said point being on the

Westerly right of way line of Vista Del Pico Boulevard as platted in Banning Lewis Ranch Filing No. 1 recorded under Reception No. 205087777;

Thence N 19°19'55" W, a distance of 322.59 feet to a point on the Northeasterly right of way of said Vista Del Pico Boulevard said point being the Southeasterly corner of future Banning Lewis Ranch Filing No. 15 said point being the **Point of Beginning of Parcel E-1**;

Thence on the Easterly boundary of said future Banning Lewis Ranch Filing No. 15 the following seven (7) courses;

- 1) N 26°40'26" E, a distance of 220.54 feet;
- 2) N 63°19'34" W, a distance of 35.36 feet;
- 3) N 30°44'20" E, a distance of 763.00 feet;
- 4) N 16°52'27" E, a distance of 80.02 feet;
- 5) N 02°53'25" E, a distance of 44.68 feet;
- 6) N 00°00'00" E, a distance of 215.18 feet;
- 7) N 00°08'32" W, a distance of 30.00 feet to the Northeasterly corner of said future Banning Lewis Ranch Filing No. 15;

Thence N 89°51'27" E, a distance of 1258.57 feet to a point on the Westerly Right of Way line of Banning Lewis Parkway as platted in Banning Lewis Ranch Filing No. 3 recorded under Reception No. 205064513;

Thence on the Westerly right of way line of said Banning Lewis Parkway the following five (5) courses;

- 1) S 00°09'21" W, a distance of 2094.75 feet to a point of curve;
- 2) On the arc of a curve to the right having a delta of 17°50'00" a radius of 1450.00 feet and a distance of 451.31 feet to a point of tangent;
- 3) S 17°59'21" W, a distance of 364.03 feet to a point of curve;
- 4) On the arc of a curve to the left having a delta of 18°00'00", a radius of 1550.00 feet and a distance of 486.95 feet to a point of tangent;
- 5) S 00°00'39" E, a distance of 103.21 feet to Point "A", said point being a point on the Northerly right of way of Dublin Boulevard as platted in said Banning Lewis Ranch Filing No. 1;

Thence on said Northerly right of way line of Dublin Boulevard the following three (3) courses:

- 1) S 42°20'10" W, a distance of 40.83 feet;
- 2) S 89°28'21" W, a distance of 932.10 feet;
- 3) N 45°07'05" W, a distance of 35.10 feet to a point on the Easterly right of way line of Vista Del Tierra Drive as platted in said Banning Lewis Ranch Filing No. 1;

Thence on the Easterly right of way line of said Vista Del Tierra Drive the following eleven (11) courses:

- 1) N 00°17'30" E, a distance of 325.15 feet;
- 2) N 45°17'30" E, a distance of 28.28 feet;
- 3) S 89°42'30" E, a distance of 0.56 feet;
- 4) N 00°17'30" E, a distance of 60.00 feet;
- 5) N 45°52'08" W, a distance of 28.88 feet to a point on curve;
- 6) On the arc of a curve to the left whose center bears S 87°21'30" W, having a delta of 15°08'21", a radius of 969.62 feet and a distance of 256.20 feet to a point of compound curve;
- 7) On the arc of a curve to the left having a delta of 28°47'27", a radius of 848.00 feet and a distance of 426.12 feet to a point of tangent;
- 8) N 46°34'17" W, a distance of 120.88 feet to a point of curve;
- 9) On the arc of a curve to the right having a delta of 13°01'15", a radius of 752.00 feet and a distance of 170.90 feet to a point of tangent;
- 10) N 33°33'02" W, a distance of 34.55 feet;
- 11) N 08°20'46" E, a distance of 32.94 feet to a point on curve said point being on the Easterly right of way line of said Vista Del Pico Boulevard;

Thence on the Easterly right of way line of said Vista Del Pico Boulevard the following three (3) courses;

- 1) On the arc of a curve to the left whose center bears N 41°03'17" W, having a delta of 48°56'43", a radius of 536.00 feet and a distance of 457.88 feet to a point of tangent;
- 2) N 00°00'00" E, a distance of 92.46 feet to a point of curve;
- 3) On the arc of a curve to the left having a delta of 48°19'36", a radius of 586.00 feet and a distance of 494.27 feet to the **Point of Beginning of Parcel E-1.**

Parcel E-2:

A parcel of land being a portion of Dublin Boulevard as platted in Banning Lewis Ranch Filing No. 1, recorded under Reception No. 205087777, records of El Paso County, Colorado,

Commencing at Point "A" herein described said point being on the Westerly right of way line of said Banning Lewis Parkway said point being the **Point of Beginning of Parcel E-2;**

Thence S 00°00'39" E, on the Westerly right of way line of Banning Lewis Parkway as platted in said Banning Lewis Ranch Filing No. 1, a distance of 59.50 feet;

Thence N 89°57'43" W, a distance of 959.81 feet;

Thence N 44°57'43" W, a distance of 35.00 feet to a point on said Easterly right of way line of Vista Del Tierra Drive;

Thence N 00°17'30" E, on the right of way line of said Vista Del Tierra Drive, a distance of 20.11 feet to a point on the Northerly right of way line of said Dublin Boulevard;

Thence on said Northerly right of way line of Dublin Boulevard the following three (3) courses:

- 1) S 45°07'05" E, a distance of 35.10 feet;
- 2) N 89°28'21" E, a distance of 932.10 feet;
- 3) N 42°20'10" E, a distance of 40.83 feet to the **Point of Beginning of Parcel E-2.**

Parcel F (Proposed Banning Lewis Ranch Filing No. 18):

Three (3) parcels of land being a portion of the Southwest quarter of Section 10, Township 13 South, Range 65 West of the 6th P.M., El Paso County, Colorado, being described as follows:

Basis of Bearings: The West line of the Northwest one-quarter of Section 15, being monumented at the Northwest corner by a 2 ½" aluminum cap stamped "GMS INC. PLS 22095" and at the West one-quarter by a 2 ½" aluminum cap stamped "DREXEL BARRELL and CO LS 17664", and is assumed to bear N 00°20'14" E, a distance of 2646.40 feet.

Parcel F-1:

Commencing at the Southwest corner of Section 10, Township 13 South, Range 65 West of the 6th P.M., El Paso County, Colorado said point being an angle point in the Southerly right of way of Dublin Boulevard as platted in Banning Lewis Ranch Filing No. 1, recorded under Reception No. 205087777, records of El Paso County, Colorado;

Thence N 86°20'32" E, a distance of 1316.70 feet to a point on the Northerly right of way line of said Dublin Boulevard, as platted in said Banning Lewis Ranch Filing No. 1, said point being the **Point of Beginning of Parcel F-1;**

Thence N 02°53'07" E, a distance of 81.74 feet;

Thence N 09°32'34" E, a distance of 155.99 feet;

Thence N 13°32'11" W, a distance of 172.01 feet;

Thence N 82°00'00" W, a distance of 8.12 feet;

Thence N 08°00'00" E, a distance of 615.00 feet;

Thence N 36°05'04" W, a distance of 201.74 feet;

Thence N 00°00'00" W, a distance of 30.00 feet to a point on the Southerly right of way line of Vista Del Pico Boulevard as platted in said Banning Lewis Ranch Filing No. 1;

Thence on said Southerly right of way line the following three (3) courses:

- 1) N 90°00'00" E, a distance of 24.97 feet to a point of curve;
- 2) On the arc of a curve to the left having a delta of 26°02'48", a radius of 536.00 feet and a distance of 243.66 feet;
- 3) S 75°26'51" E, a distance of 32.94 feet to a point on the Westerly right of way line of Vista Del Tierra Drive as platted in said Banning Lewis Ranch Filing No. 1;

Thence on said Westerly right of way line the following thirteen (13) courses:

- 1) S 33°33'02" E, a distance of 34.55 feet to a point of curve;
- 2) On the arc of a curve to the left having a delta of 13°01'15", a radius of 848.00 feet and a distance of 192.71 feet to a point of tangent;
- 3) S 46°34'17" E, a distance of 120.88 feet to a point of curve;
- 4) On the arc of a curve to the right having a delta of 14°50'08", a radius of 752.00 feet and a distance of 194.71 feet to a point on curve;
- 5) S 17°57'03" W, a distance of 26.49 feet;
- 6) S 66°58'16" W, a distance of 5.04 feet;
- 7) S 28°09'00" E, a distance of 58.23 feet;
- 8) N 66°58'16" E, a distance of 5.01 feet;
- 9) S 69°01'46" E, a distance of 28.79 feet to a point on curve;
- 10) On the arc of a curve to the right whose center bears S 65°45'51" W, having a delta of 08°53'06", a radius of 752.00 feet and a distance of 116.62 feet to a point of compound curve;
- 11) On the arc of a curve to the right having a delta of 15°38'33", a radius of 590.00 feet and a distance of 161.08 feet to a point of tangent;
- 12) S 00°17'30" W, a distance of 467.27 feet;
- 13) S 45°09'54" W, a distance of 36.85 feet to a point on the Northerly right of way line of said Dublin Boulevard;

Thence on said Northerly right of way line the following two (2) courses:

- 1) N 89°57'43" W, a distance of 427.80 feet to a point of curve;
- 2) On the arc of a curve to the right having a delta of 02°50'50", a radius of 4917.00 feet and a distance of 244.35 feet to the **Point of Beginning of Parcel F-1.**

Parcel F-2:

A parcel of land being a portion of Dublin Boulevard as platted in Banning Lewis Ranch Filing No. 1, recorded under Reception No. 205087777, records of El Paso County, Colorado,

Commencing at the Southwest corner of Section 10, Township 13 South, Range 65 West of the 6th P.M., El Paso County, Colorado said point being an angle point in the Southerly right of way of Dublin Boulevard as platted in Banning Lewis Ranch Filing No. 1, recorded under Reception No. 205087777, records of El Paso County, Colorado;

Thence N 86°20'32" E, a distance of 1316.70 feet to a point on the Northerly right of way line of said Dublin Boulevard, as platted in said Banning Lewis Ranch Filing No. 1, said point being the **Point of Beginning of Parcel F-2;**

Thence on the Northerly right of way line of said Dublin Boulevard the following three (3) courses:

- 1) On the arc of a curve to the left whose center bears N 02°53'07" E, having a delta of 02°50'50", a radius of 4917.00 feet and a distance of 244.35 feet to a point of tangent;
- 2) S 89°57'43" E, a distance of 427.80 feet;
- 3) N 45°09'54" E, a distance of 36.85 feet to a point on the Westerly right of way line of Vista Del Terra Drive as platted in said Banning Lewis Ranch Filing No. 1;

Thence S 00°17'30" W, on said Westerly right of way line a distance of 10.25 feet;

Thence S 45°02'17" W, a distance of 35.00 feet;

Thence N 89°57'43" W, a distance of 429.12 feet to a point of curve;

Thence on the arc of a curve to the right having a delta of 02°50'50", a radius of 4926.00 feet and a distance of

244.80 feet;

Thence N 02°53'07" E, a distance of 9.00 feet to the **Point of Beginning of Parcel F-2.**

Parcel F-3:

A parcel of land being a portion of Vista Del Tierra Drive as platted in Banning Lewis Ranch Filing No. 1, recorded under Reception No. 205087777, records of El Paso County, Colorado,

Commencing at the Southwest corner of Section 10, Township 13 South, Range 65 West of the 6th P.M., El Paso County, Colorado, said point being an angle point in the Southerly right of way of Dublin Boulevard as platted in Banning Lewis Ranch Filing No. 1, recorded under Reception No. 205087777, records of El Paso County, Colorado,

Thence N 66°45'00" E, a distance of 2126.80 feet to a point on the Westerly right of way line of said Vista Del Tierra Drive, as platted in said Banning Lewis Ranch Filing No. 1, said point being the **Point of Beginning of Parcel F-3;**

Thence on the Westerly right of way line of said Vista Del Tierra Drive the following five (5) courses:

- 1) N 69°01'46" W, a distance of 28.79 feet;
- 2) S 66°58'16" W, a distance of 5.01 feet; 3) N 28°09'00" W, a distance of 58.23 feet;
- 4) N 66°58'16" E, a distance of 5.04 feet;
- 5) N 17°57'03" E, a distance of 26.49 feet to a point on curve;

Thence on the arc of a curve to the right whose center bears S 58°15'51" W, having a delta of 07°30'00", a radius of 752.00 feet and a distance of 98.44 feet to the **Point of Beginning of Parcel F-3.**

Parcel G (Banning Lewis Ranch Village 3):

A parcel of land being a portion of Banning Lewis Ranch Filing No. 1 recorded under Reception No. 205087777, records of El Paso County, Colorado, and Banning Lewis Ranch Filing No. 2, recorded under Reception No. 205087778 and portions of Sections 10, 15 and 22, Township 13 South, Range 65 West of the 6th P.M., El Paso County, Colorado, being described as follows:

Basis of Bearings: The West line of the Northwest one-quarter of Section 15, being monumented at the Northwest corner by a 2 ½" aluminum cap stamped "GMS INC. PLS 22095" and at the West one-quarter by a 2 ½" aluminum cap stamped "DREXEL, BARRELL and CO LS 17664", and is assumed to bear N 00°20'14" E, a distance of 2646.40 feet.

Commencing at the Northwest corner of Section 15, Township 13 South, Range 65 West of the 6th P.M., El Paso County, Colorado, said point being the Northeasterly corner of Toy Ranches Estates No. 2 recorded in Plat Book O-2 at Page 47, records of El Paso County, Colorado, said point also being an angle point in the Southerly right of way line of Dublin Boulevard as platted in Banning Lewis Ranch Filing No. 1 recorded under Reception No. 205087777, said point also being the **Point of Beginning of Parcel G**;

Thence N 00°29'03" W, on the West line of the Southwest quarter of Section 10, Township 13 South, Range 65 West of the 6th P.M., and the Westerly right of way line of said Dublin Boulevard, a distance of 57.38 feet to a point on the Southerly right of way line of said Dublin Boulevard said point being a point on curve;

Thence on said Southerly right of way line, the following seven (7) courses:

- 1) On the arc of a curve to the right whose center bears S 03°22'10" E, having a delta of 12°28'52", a radius of 1923.00 feet and a distance of 418.90 feet to a point of tangent;
- 2) S 80°53'19" E, a distance of 344.85 feet to a point of curve;
- 3) On the arc of a curve to the left having a delta of 09°04'25", a radius of 5077.00 feet and a distance of 804.00 feet to a point of tangent;
- 4) S 89°57'43" E, a distance of 8.75 feet;
- 5) S 86°27'52" E, a distance of 180.31 feet;
- 6) S 89°57'43" E, a distance of 244.32 feet;
- 7) S 44°50'06" E, a distance of 36.69 feet to the Northwesterly corner of Vista Del Tierra Drive as platted in said Banning Lewis Ranch Filing No. 1;

Thence N 84°10'15" E, on the Northerly right of way line of said Vista Del Tierra Drive, a distance of 107.61 feet to a point on said Southerly right of way line of Dublin Boulevard;

Thence on said Southerly right of way line, the following (5) five courses:

- 1) N 45°09'54" E, a distance of 36.85 feet;
- 2) S 89°57'43" E, a distance of 362.74 feet;
- 3) S 86°31'42" E, a distance of 350.63 feet;
- 4) S 89°57'43" E, a distance of 190.11 feet;
- 5) S 47°01'27" E, a distance of 44.04 feet to a point on the Westerly right of way line of Banning Lewis Parkway as platted in said Banning Lewis Ranch Filing No. 1;

Thence on said Westerly right of way line the following nine (9) courses:

- 1) S 04°05'11" E, a distance of 188.75 feet;

- 2) S 00°00'39" E, a distance of 720.11 feet to a point of curve;
- 3) On the arc of a curve to the right having a delta of 06°02'43" a radius of 1445.00 feet and a distance of 152.46 feet to a point on curve;
- 4) On the arc of a curve to the right whose center bears N 72°31'30" W, having a delta of 10°13'49", a radius of 5834.00 feet and a distance of 1041.67 feet to a point of tangent;
- 5) S 27°42'19" W, a distance of 1915.84 feet to a point of curve;
- 6) On the arc of a curve to the left having a delta of 01°16'12", a radius of 6166.00 feet and a distance of 136.68 feet to a point of tangent;
- 7) S 32°42'19" W, a distance of 1042.46 to a point of curve;
- 8) On the arc of a curve to the left having a delta of 21°38'00", a radius of 1065.00 feet and a distance of 402.12 feet to a point of tangent;
- 9) S 11°04'19" W, a distance of 224.61 feet to a point on the Northerly right of way line of Stetson Hills Boulevard as platted in said Banning Lewis Ranch Filing No. 1;

Thence on said Northerly right of way, the following four (4) courses:

- 1) S 53°57'55" W, a distance of 43.43 feet;
- 2) N 83°08'28" W, a distance of 567.42 feet;
- 3) N 85°45'07" W, a distance of 191.40 feet;
- 4) S 07°34'51" W, a distance of 9.00 feet;

Thence N 82°25'09" W, a distance of 225.83 feet to a point on the West line of the Northwest quarter of Section 22, Township 13 South, Range 65 West of the 6th P.M.;

Thence N 00°14'02" E, on said West line, a distance of 71.48 feet to the Southwest corner of said Section 15;

Thence N 00°20'14" E, on the West line of the Southwest quarter of said Section 15 and said Easterly boundary of Toy Ranches Estates Filing No. 2, a distance of 2646.65 feet to the West quarter corner of said Section 15; thence continuing N 00°20'14" E, on the West line of the Northwest quarter of said Section 15 and said Easterly boundary of Toy Ranches Estates Filing No. 2, a distance of 2646.40 feet to the **Point of Beginning of Parcel G**;

EXCEPTING FROM PARCEL G THAT PORTION OF Vista Del Tierra Drive as platted in said Banning Lewis Ranch Filing No. 1 lying North of Stetson Hills Boulevard as platted in said Banning Lewis Ranch Filing No. 1, and South of Dublin Boulevard as platted in said Banning Lewis Ranch Filing No. 1, AND Circulo Del Sol Loop as platted in said Banning Lewis Ranch Filing No. 1, AND that portion of Tract E as platted in said Banning Lewis Ranch Filing No. 2, lying North of Stetson Hills Boulevard as platted in said Banning Lewis Ranch Filing No. 1, and South of Dublin Boulevard as platted in said Banning Lewis Ranch Filing No. 1.

Parcel H (Banning Lewis Ranch Village 4):

PARCEL OF LAND BEING IN A PORTION OF SECTIONS 10 AND 11, TOWNSHIP 13 SOUTH, RANGE 65 WEST, OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE COLORADO STATE PLANE CENTRAL ZONE GRID BEARINGS BASED ON GPS OBSERVATION OF COLORADO SPRINGS UTILITIES FACILITIES INFORMATION MANAGEMENT SYSTEM (FIMS) SURVEY CONTROL NETWORK MONUMENTS BL74 AT THE NORTHERLY END OF THE LINE, AND BL07 AT THE SOUTHERLY END OF THE LINE, BOTH MONUMENTED BY A BERSTSEN TOP SECURITY MONUMENT, SAID LINE HAVING A BEARING OF N02°51'45"E A DISTANCE OF 12,718.82 FEET.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 14, MONUMENTED BY A 3.25" ALUMINUM CAP FLUSH TO THE SURFACE STAMPED "AZTEC CONSULTANTS 2015 PLS 38256";

THENCE S89°17'50"W, ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 325.00 FEET TO THE WESTERLY LINE OF THAT PARCEL OF LAND CONVEYED TO PUBLIC SERVICE COMPANY OF COLORADO BY BOOK 2194 PAGE 154 OF THE EL PASO COUNTY CLERK AND RECORDER, STATE OF COLORADO;

THENCE N00°25'00"W, ALONG SAID WESTERLY LINE, 1.69 FEET TO A (FOUND) NO. 5 REBAR WITH A YELLOW PLASTIC CAP STAMPED" LS 30829";

THENCE N00°23'31"W, CONTINUING ALONG SAID WESTERLY LINE, 101.07 FEET TO A (SET) NO. 5 REBAR WITH A 1.5" ORANGE PLASTIC CAP STAMPED "PLS 38313", MARKING THE INTERSECTION OF THE EXTENSION OF THE NORTHERLY RIGHT-OF-WAY LINE OF DUBLIN BLVD. AS DEFINED IN THE FINAL PLAT OF BANNING LEWIS RANCH FILING NO. 3 RECORDED MAY 5TH, 2005 AT RECEPTION NO. 205064513 OF THE RECORDS OF EL PASO COUNTY CLERK AND RECORDER, STATE OF COLORADO WITH SAID WESTERLY LINE, AND BEING THE POINT OF BEGINNING;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND THE EXTENSION THEREOF THE FOLLOWING TEN (10) COURSES, ALL OF WHICH BEING MONUMENTED BY A (SET) NO. 5 REBAR WITH A 1.5" ORANGE PLASTIC CAP STAMPED "PLS 38313" UNLESS OTHERWISE NOTED:

1. THENCE 428.32 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 04° 59' 28", HAVING A RADIUS OF 4917.00 FEET, AND WHOSE CHORD BEARS S 87°00'38"W 428.18 FEET.
2. THENCE S89°30'21"W 581.49 FEET;
3. THENCE N86°59'49"W 180.34 FEET;
4. THENCE S89°30'21"W 237.13 FEET;
5. THENCE S85°31'28"W 159.28 FEET;
6. THENCE S89°30'21"W 2618.46 FEET;
7. THENCE N86°59'50"W 180.34 FEET;
8. THENCE S89°30'21"W 240.09 FEET TO A (FOUND) NO. 5 REBAR WITH A YELLOW PLASTIC CAP STAMPED" LS 30829";
9. THENCE S85°49'49"W 173.36 FEET;

10. THENCE S89°30'21"W 1134.98 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF DUBLIN BLVD. AS DEFINED IN THE FINAL PLAT OF BANNING LEWIS RANCH FILING NO. 1, RECORDED JUNE 13TH, 2005 AT RECEPTION NO. 2050087777 OF THE RECORDS OF EL PASO COUNTY CLERK AND RECORDER, STATE OF COLORADO;

THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING FOUR (4) COURSES, ALL OF WHICH BEING MONUMENTED BY A (SET) NO. 5 REBAR WITH A 1.5" ORANGE PLASTIC CAP STAMPED "PLS 38313":

1. THENCE S89°30'21"W 11.45 FEET;
2. THENCE N86°29'21"W 300.74 FEET;
3. THENCE S89°30'24"W 211.09 FEET;
4. THENCE N45°30'53"W 35.37 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BANNING LEWIS PARKWAY AS DEFINED IN SAID FINAL PLAT OF BANNING LEWIS RANCH FILING NO. 3;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF BANNING LEWIS PARKWAY THE FOLLOWING TEN (10) COURSES, ALL OF WHICH BEING MONUMENTED BY A (SET) NO. 5 REBAR WITH A 1.5 INCH ORANGE PLASTIC CAP STAMPED "PLS 38313":

1. THENCE N00°32'10"W 112.41 FEET TO THE BEGINNING OF A CURVE,
2. THENCE 321.96 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11°51'47", HAVING A RADIUS OF 1555.00 FEET, AND WHOSE CHORD BEARS N06°28'03"W 321.39 FEET.
3. THENCE N12°23'57"W 330.74 FEET;
4. THENCE N00°30'53"W 241.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE,
5. THENCE 129.55 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 37°06'48", HAVING A RADIUS OF 200.00 FEET, AND WHOSE CHORD BEARS N18°54'09"W 127.30 FEET.
6. THENCE N00°20'45"W 256.50 FEET TO THE BEGINNING OF A CURVE,
7. THENCE 165.29 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 31°34'05", HAVING A RADIUS OF 300.00 FEET, AND WHOSE CHORD BEARS N 16°07'48"W 163.21 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE.
8. THENCE N00°22'32"W 392.95 FEET;
9. THENCE N02°39'59"W 300.24 FEET;
10. THENCE N00°22'32"W 1247.94 FEET TO THE NORTHERLY LINE OF PARCEL NO. 7 AS DEFINED IN THAT SPECIAL WARRANTY DEED RECORDED NOVEMBER 12, 2014 AT RECEPTION NO. 214104176 OF THE EL PASO COUNTY CLERK AND RECORDER, STATE OF COLORADO;

THENCE ALONG SAID NORTHERLY LINE OF PARCEL NO. 7 THE FOLLOWING TWO (2) COURSES;

THENCE N89°19'34"E 1675.38 FEET TO A (FOUND) NO. 4 REBAR WITH A 1 INCH ALUMINUM CAP STAMPED "DB CO. LS 17664" MARKING THE INTERSECTION OF SAID NORTHERLY LINE WITH THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10;

THENCE S89°40'21"E 3883.93 FEET TO A (FOUND) NO. 4 REBAR WITH A 1 INCH ALUMINUM CAP STAMPED "DB CO. LS 17664" MARKING THE INTERSECTION W OF SAID NORTHERLY LINE WITH THE WESTERLY LINE OF THAT PARCEL OF LAND CONVEYED TO THE CITY OF COLORADO SPRINGS BY BOOK 2609 PAGE 177 OF THE EL PASO COUNTY CLERK AND RECORDER, STATE OF COLORADO;

THENCE S00°23'31"E 145.09 FEET TO A (FOUND) NO. 4 REBAR WITH NO CAP MARKING THE NORTHWEST CORNER OF THAT PARCEL OF LAND CONVEYED TO GOLDEN WEST POWER PARTNERS, LLC BY SPECIAL WARRANTY DEED RECORDED MAY 28, 2014 AT RECEPTION NO. 214044794 OF THE EL PASO COUNTY CLERK AND RECORDER, STATE OF COLORADO;

THENCE ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID PARCEL THE FOLLOWING TWO COURSES, BOTH BEING MONUMENTED BY A (SET) NO. 5 REBAR WITH A 1.5 INCH ORANGE PLASTIC CAP STAMPED "PLS 38313";

1. THENCE S00°24'23"E 300.03 FEET;

2. THENCE S89°39'59"E 1,119.98 FEET TO THE WESTERLY LINE OF SAID PUBLIC SERVICE COMPANY OF COLORADO PARCEL;

THENCE S00°23'46"E 461.65 FEET TO A (FOUND) NO. 5 REBAR WITH A YELLOW PLASTIC CAP STAMPED "LS 30829";

THENCE S00°23'31"E, CONTINUING ALONG SAID WESTERLY LINE, 2,526.58 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THOSE PORTIONS OF THE FOREGOING PROPERTY THAT HAVE BEEN DEDICATED AS PUBLIC RIGHT-OF-WAY AS SHOWN ON SAID FINAL PLAT OF BANNING LEWIS RANCH FILING NO. 3, RECORDED MAY 5TH, 2005 AT RECEPTION NO. 205064513 OF THE RECORDS OF EL PASO COUNTY CLERK AND RECORDER, STATE OF COLORADO;

ADDITIONALLY EXCEPTING THEREFROM THOSE PORTIONS OF THE FOREGOING PROPERTY THAT HAVE BEEN DEDICATED AS DRAINAGE TRACTS AS SHOWN ON SAID FINAL PLAT OF BANNING LEWIS RANCH FILING NO. 4, RECORDED JUNE 16TH, 2005 AT RECEPTION NO. 205090006 OF THE RECORDS OF EL PASO COUNTY CLERK AND RECORDER, STATE OF COLORADO

Parcel I:

Tract A,
Banning Lewis Ranch Filing 14B,
County of El Paso, State of Colorado.

Parcel J:

Tract A and Tract C,
Banning Lewis Ranch Filing 17A,
County of El Paso, State of Colorado.

Parcel K:

A tract of land in SW ¼ of Section 10, Township 13 South, Range 65 West, lying Northerly and Westerly of Banning Lewis Ranch Charter School Filing No. 1, lying Easterly of Tract C of Banning Lewis Ranch Filing No. 2, and Northerly, Southerly, and Westerly of Vista Del Pico Boulevard, County of El Paso, State of Colorado.

TOGETHER WITH the following appurtenances to Parcels A, B, C, D, E, F, G, H, I, J, and K (collectively, the *Land*): (a) all development and declarant rights and air rights associated with the Land, (b) all existing entitlements associated with or appurtenant to the use and development of the Land, (c) all contracts, easements, and other contract rights associated with the Land, (d) any rights to any land lying in the bed of any existing dedicated street, road, or alley adjoining the Land and to all strips and gores adjoining the Land, (e) any water rights that are (i) appurtenant to or associated with the Land and (ii) now owned or hereafter acquired by Grantors, (f) any oil, gas, and other minerals in or under the Land, including all rights associated therewith or appurtenant thereto, to the extent now owned or hereafter acquired by Grantors, and (g) any other benefits easements, rights, rights-of-way, or appurtenances used in connection with the beneficial use and enjoyment of the Land.

ATTACHMENT 2
(Permitted Exceptions)

[Exception Nos. 1 through 6 intentionally deleted]

7. Taxes and assessments for the year 2017, a lien not yet due or payable, and taxes and assessments for subsequent years.
8. The right of a proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises thereby granted as reserved in United States Patents recorded: July 6, 1896 in Book 143 Page 290. (Affects Parcel B)
9. The right of a proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises granted hereby and rights of way for ditches and canals construction by authority of the United States reserved in United States Patents August 10, 1877, in Book 25 at Page 4, January 22, 1891, in Book 72 at Page 390, and February 16, 1894, in Book 143 at Page 188. (Affects Parcels A, C, and D)
10. Terms, conditions, provisions, agreements, obligations and easements as set forth in The Rule and Order recorded March 12, 2004, at Reception No. 204040734, and as shown on that certain Land Survey Plat prepared by Jeffrey E. Kistner, PLS, dated November 8, 2004,, last revised March 31, 2005, as Project No. 110-054. (Affects Parcels A, B, C, and D)
11. Terms, agreements, provisions, conditions and obligations as contained in Settlement Agreement recorded January 3, 1980, in Book 3268 at Page 317 and Confirmation Agreement recorded November 9, 1981, in Book 3500 at Page 416 and assignment thereof recorded November 12, 1981, in Book 3501 at Page 402 and Assignment and Assumption of Settlement Agreement and Confirmation Agreement recorded October 11, 1985, in Book 5074 at Page 151. Assignment and Assumption of Rights and Obligations in connection therewith recorded March 23, 1993, in Book 6139 at Page 1447. (Affects Parcels C, and D)
12. Terms, conditions and provisions of Annexation Agreement recorded September 23, 1988, in Book 5557 at Page 405. Annexation Ordinances in connection therewith recorded September 23, 1988, in Book 5557 at Pages 605 and 624 and Annex to the City of Colorado Springs recorded June 13, 2005, at Reception Nos. 205087762 and Reception No. 205087763, Ordinance No. 04-130 Annexation to the City of Colorado Springs as recorded June 13, 2005, at Reception No. 205087759, and specified under the Order and Judgment by and between C. Randel Lewis and David S. Cohen, Co-Receivers of the Powers Boulevard/Drennan Road Local Improvement District 1985-2, a political subdivision of the State of Colorado, Plaintiffs and The City of Colorado Springs, a municipality, et al, Defendant, recorded March 16, 2005, at Reception No. 205037381 and Annexation Agreement of the Banning-Lewis Ranch No. 10 as recorded June 13, 2005, at Reception No. 205087763 and Annexation Plat of Banning-Lewis Ranch No. 10 as recorded June 13, 2005, at Reception No. 205087764. (Affects Parcels A, B, C, and D)
13. Any assessment or lien of Banning Lewis Ranch Metropolitan District No. 2, as disclosed by the instrument recorded December 16, 2005, at Reception No. 205199128 and District Disclosure Banning Lewis Ranch Metropolitan Districts recorded February 14, 2008, at Reception No. 208017358, Joint Resolution No. 09-01 Imposing Fees as recorded January 4, 2010, at Reception No. 210000329, Order of Exclusion as recorded July 5, 2013, at Reception No. 213086977. (Affects Parcels A, C, and D)

14. Covenants, conditions, restrictions, reservations and lien rights, which do not include a forfeiture or reverter clause, set forth in the Master Declaration of Covenants Conditions and Restrictions for Banning Lewis Ranch, recorded March 5, 2007, at Reception No. 207030103, and Assignment of Declarant Rights as recorded November 16, 2011, at Reception No. 2110113034, Assignment of Declarant Rights as recorded May 23, 2012, at Reception No. 212059823 and further assignment of Declarant Rights as recorded May 23, 2012, at Reception No. 212059827, Supplemental Declaration of covenants, conditions and restrictions as recorded September 21, 2015, at Reception No. 215102523, and any amendments or supplements thereto. (Affects Parcels A, B, C, and D)
15. Avigation easements as granted to the City of Colorado Springs in instruments recorded October 11, 2007, at Reception No. 207132629, and 207132630. (Affects Parcel C, and D)
16. Modified and Restated Wastewater Facilities Participation, Utilization, and Service Agreement recorded February 20, 2009, at Reception No. 209017179, First Amendment to Modified and Restated Wastewater Facilities Participation, Utilization, and Service Agreement, recorded July 15, 2009, at Reception No. 209081602, Second Amendment to Modified and Restated Wastewater Facilities Participation, Utilization, and Service Agreement, recorded July 20, 2009, at Reception No. 209084033. Third Amendment to Modified and Restated Wastewater Facilities Participation, Utilization, and Service Agreement, recorded December 23, 2009, at Reception No. 209147154, Fourth Amendment to Modified and Restated Wastewater Facilities Participation, Utilization, and Service Agreement, recorded June 24 , 2010, at Reception No. 210060212 and Assignment Agreement recorded August 11, 2010, at Reception No. 210077136 and Intergovernmental Assignment Agreement, dated June 23rd, 2010, and recorded August 11, 2010, at Reception No. 210077137. (Affects Parcels A, B, C, and D)
17. Resolution No. 07-119 Regarding the Airport Overlay Rezoning recorded July 18, 2007, at Reception No. 207095753. (Affects Parcel A, B, C, and D)
18. Any tax , fee lien or assessment by reason of inclusion in the Banning Lewis Ranch Regional Metropolitan District as evidenced by Order of Inclusion as recorded April 30, 2009, at Reception No. 209046235, and order of Name change recorded October 6, 2010, at Reception No. 210099814. (Affects Parcel A, B, C, and D)
19. Determinable Easement Agreement as granted to the City of Colorado Springs in instrument recorded November 22, 2005, at Reception No. 205187102 and in instrument recorded November 28, 2005, at Reception No. 205188940. (Affects Parcel A)
20. Terms, conditions and provisions of Annexation Agreement of the Banning-Lewis Ranch No. 10 as recorded June 13, 2005, at Reception No. 205087763 and Annexation Plat of Banning-Lewis Ranch No. 10 as recorded June 13, 2005, at Reception No. 205087764. (Affects Parcel A)
21. Notes, Easements, Covenants and Conditions as shown on the recorded plat Banning Lewis Ranch Filing No. 2 recorded June 13, 2005, at Reception No. 205087778. (Affects Parcels C, and D)
22. Utility Easement Agreement dated July 1996, granted to the City of Colorado Springs, for utilities and incidental purposes as recorded February 13, 2006, at Reception No. 206022301. (Affects Parcel A, B)
23. Permanent Easement Agreements, for utilities and incidental purposes, by and between Banning Lewis Ranch Development I and II, LLC, and the City of Colorado Springs, a Colorado

- municipal corporation, on behalf of its enterprise Colorado Springs Utilities, recorded November 16, 2006, at Reception No. 206168295, June 26, 2007, at Reception No. 207085941. (Affects Parcels A, C, and D)
24. Terms, conditions and provisions of Administratively Approved Permit to the Cherokee Metropolitan District as recorded July 31, 2014, at Reception No. 214068509. (Affects Parcels A, C, and D)
 25. Terms, conditions and provisions of document entitled " terms conditions Applicable to utility Easements Granted by Plat and to Utility Easements Reserved by Ordinance Vacating Public Right-of way as recorded September 26, 2012, at Reception No. 212112548. (Affects Parcels A, B, C, and D)
 26. Any assessment or lien of Banning Lewis Ranch Metropolitan District No. 3, as disclosed by the instrument recorded July 31, 2015, at Reception No. 215082926 and October 14, 2015, at Reception No. 215111985, District Disclosure Banning Lewis Ranch Metropolitan Districts recorded February 14, 2008, at Reception No. 208017358. (Affects Parcels A, B, C, and D)
 27. Easement, notes and conditions as set forth on the plat of Banning Lewis Ranch Filing No. 14D recorded June 1, 2016, at Reception No. 216713779. (Affects Parcel D)
 28. Avigation easement as granted to the City of Colorado Springs in instruments recorded October 10, 2016, at Reception No. 216116987. (Affects Parcel B)
 29. Notes and Easements dedications, conditions and restrictions as set forth on the plat for Banning Lewis Ranch Filing No. 15, recorded January 9, 2017, at Reception No. 217713891. (Affects Parcel B)
 30. Avigation easement as granted to the City of Colorado Springs in instruments recorded April 15, 2015, at Reception No. 215035949. (Affects Parcels C and D)
 31. Easement, notes and conditions as set forth on the plat of Banning Lewis Ranch Filing No. 17C recorded January 12, 2017, at Reception No. 217713892. (Affects Parcel C).
 32. Easement, notes and conditions as set forth on the plat of Banning Lewis Ranch Filing No. 17D recorded January 12, 2017, at Reception No. 217713893. (Affects Parcel D)

The following exceptions affect Parcels E and F: (Village 2 East and proposed Filing 18):

33. The right of a proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises granted hereby and rights of way for ditches and canals construction by authority of the United States reserved in United States Patents recorded as follows: August 10, 1877, in Book 25 at Page 4, January 22, 1891, in Book 72 at Page 390, and February 16, 1894, in Book 142 at Page 188.
34. Terms, conditions, provisions, agreements, obligations and easements as set forth in The Rule and Order recorded March 12, 2004, at Reception No. 204040734, and as shown on that certain Land Survey Plat prepared by Jeffrey E. Kistner, PLS, dated November 8, 2004,, last revised March 31, 2005, as Project No. 110-054.
35. Terms, conditions and provisions of Annexation Agreement recorded September 23, 1988, in Book 5557 at Page 405. Annexation Ordinances in connection therewith recorded September 23,

1988, in Book 5557 at Pages 605 and 624 and Annex to the City of Colorado Springs recorded June 13, 2005, at Reception Nos, 205087762 and Reception No. 205087763, Ordinance No. 04-130 Annexation to the City of Colorado Springs as recorded June 13, 2005, at Reception No. 205087759, and specified under the Order and Judgment by and between C. Randel Lewis and David S. Cohen, Co-Receiver of the Powers Boulevard/Drennan Road Local Improvement District 1985-2, a political subdivision of the State of Colorado, Plaintiffs and The City of Colorado Springs, a municipality, et al, Defendant, recorded March 16, 2005, at Reception No. 205037381.

36. Any assessment or lien of Banning Lewis Ranch Metropolitan District No. 2, as disclosed by the instrument recorded December 16, 2005, at Reception No. 205199128 and District Disclosure Banning Lewis Ranch Metropolitan Districts recorded February 14, 2008, at Reception No. 208017358, Joint Resolution No. 09-01 Imposing Fees as recorded January 4, 2010, at Reception No. 210000329, Order of Exclusion as recorded July 5, 2013, at Reception No. 213086977.
37. Covenants, conditions, restrictions, reservations and lien rights, which do not include a forfeiture or reverter clause, set forth in the Master Declaration of Covenants Conditions and Restrictions for Banning Lewis Ranch, recorded March 5, 2007, at Reception No. 207030103, and Assignment of Declarant Rights as recorded November 16, 2011, at Reception No. 2110113034, Assignment of Declarant Rights as recorded May 23, 2012, at Reception No. 212059823 and further assignment of Declarant Rights as recorded May 23, 2012, at Reception No. 212059827, Supplemental Declaration of covenants, conditions and restrictions as recorded September 21, 2015, at Reception No. 215102523, and any amendments or supplements thereto .
38. Modified and Restated Wastewater Facilities Participation, Utilization, and Service Agreement recorded February 20, 2009, at Reception No. 209017179, First Amendment to Modified and Restated Wastewater Facilities Participation, Utilization, and Service Agreement, recorded July 15, 2009, at Reception No. 209081602, Second Amendment to Modified and Restated Wastewater Facilities Participation, Utilization, and Service Agreement, recorded July 20, 2009, at Reception No. 209084033. Third Amendment to Modified and Restated Wastewater Facilities Participation, Utilization, and Service Agreement, recorded December 23, 2009, at Reception No. 209147154, Fourth Amendment to Modified and Restated Wastewater Facilities Participation, Utilization, and Service Agreement, recorded June 24, 2010, at Reception No. 210060212 and Assignment Agreement recorded August 11, 2010, at Reception No. 210077136.
39. Resolution No. 07-119 Regarding the Airport Overlay Rezoning recorded July 18, 2007, at Reception No. 207095753.
40. Any tax , fee lien or assessment by reason of inclusion in the Banning Lewis Ranch Regional Metropolitan District as evidenced by Order of Inclusion as recorded April 30, 2009, at Reception No. 209046235, and order of Name change recorded October 6, 2010, at Reception No. 210099814.
41. Notice concerning underground facilities of the Mountain View Electric Association, Inc., recorded May 9, 1983, in Book 3718 at Page 812.
42. Easement and right of way for communication purposes granted to the Mountain States Telephone and Telegraph Company by Raymond W. Lewis by Instrument recorded July 1, 1938, in Book 936 at Page 429.

43. Determinable Easement Agreement as granted to the City of Colorado Springs in instrument recorded November 22, 2005, at Reception No. 205187102 and in instrument recorded November 28, 2005, at Reception No. 205188940.
44. Terms, conditions and provisions of Annexation Agreement of the Banning-Lewis Ranch No. 10 as recorded June 13, 2005, at Reception No. 205087763 and Annexation Plat of Banning-Lewis Ranch No. 10 as recorded June 13, 2005, at Reception No. 205087764.
45. Utility Easement Agreement dated July 1996, granted to the City of Colorado Springs, for utilities and incidental purposes as recorded February 13, 2006, at Reception No. 206022301.
46. Avigation easements as granted to the City of Colorado Springs in instruments recorded October 11, 2007, at Reception No. 207132629, and 207132630.
47. Avigation easements as granted to the City of Colorado Springs in instrument recorded February 6, 2017, at Reception No. 217014801. (Affects Parcel F only)
48. Permanent Easement Agreements, for utilities and incidental purposes, by and between Banning Lewis Ranch Development I and II, LLC, and the City of Colorado Springs, a Colorado municipal corporation, on behalf of its enterprise Colorado Springs Utilities, recorded November 16, 2006, at Reception No. 206168295, and on June 26, 2007, at Reception No. 207085941.
49. Terms, conditions and provisions of document entitled terms conditions Applicable to Utility Easements Granted by Plat and to Utility Easements Reserved by Ordinance Vacating Public Right-of-Way as recorded September 26, 2012, at Reception No. 212112548.
50. Terms, conditions and provisions of Administratively Approved Permit to the Cherokee Metropolitan District as recorded July 31, 2014, at Reception No. 214068509.
51. Any tax fee lien or assessment by reason of inclusion in the Banning Lewis Ranch Metropolitan District No. 3, as disclosed by the instrument recorded October 14, 2015, at Reception No. 215111985, and Inclusion as recorded October 14, 2015, at Reception No. 215111985.
52. Notes and Easements as set forth on the plat of Banning Lewis Ranch Filing No. 1 as recorded June 13, 2005, at Reception No. 205087777.

The following affect Parcel G: (Village 3)

53. Resolution of the Board of County Commissioners as set forth below, which provides that all section lines, township lines on the public domain East of the Range line separating Ranges 65 West and 66 West are declared to be public highways having a width of 60 feet, being 30 feet on each side of said section lines, township lines or range line recorded on October 3, 1887, in Road Book A, Page 78.
54. The right of a proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises granted hereby and rights of way for ditches and canals construction by authority of the United States reserved in United States Patents recorded on March 4, 1893 in Book 143 at Page 118.
55. Terms, conditions and provisions of Annexation Agreement recorded September 23, 1988, in Book 5557 at Page 405. Annexation Ordinances in connection therewith recorded September 23, 1988, in Book 5557 at Pages 605 and 624 and Annex to the City of Colorado Springs recorded

- June 13, 2005, at Reception Nos. 205087762 and Reception No. 205087763, Ordinance No. 04-130 Annexation to the City of Colorado Springs as recorded June 13, 2005, at Reception No. 205087759, and specified under the Order and Judgment by and between C. Randel Lewis and David S. Cohen, Co-Receivers of the Powers Boulevard/Drennan Road Local Improvement District 1985-2, a political subdivision of the State of Colorado, Plaintiffs and The City of Colorado Springs, a municipality, et al, Defendant, recorded March 16, 2005, at Reception No. 205037381.
56. Any assessment or lien of Banning Lewis Ranch Metropolitan District No. 2, as disclosed by the instrument recorded December 16, 2005, at Reception No. 205199128 and District Disclosure Banning Lewis Ranch Metropolitan Districts recorded February 14, 2008, at Reception No. 208017358, Joint Resolution No. 09-01 Imposing Fees as recorded January 4, 2010, at Reception No. 210000329, Order of Exclusion as recorded July 5, 2013, at Reception No. 213086977.
 57. Covenants, conditions, restrictions, reservations and lien rights, which do not include a forfeiture or reverter clause, set forth in the Master Declaration of Covenants Conditions and Restrictions for Banning Lewis Ranch, recorded March 5, 2007, at Reception No. 207030103, and Assignment of Declarant Rights as recorded November 16, 2011, at Reception No. 2110113034, Assignment of Declarant Rights as recorded May 23, 2012, at Reception No. 212059823 and further assignment of Declarant Rights as recorded May 23, 2012, at Reception No. 212059827, Supplemental Declaration of covenants, conditions and restrictions as recorded September 21, 2015, at Reception No. 215102523, and any amendments or supplements thereto .
 58. Modified and Restated Wastewater Facilities Participation, Utilization, and Service Agreement recorded February 20, 2009, at Reception No. 209017179, First Amendment to Modified and Restated Wastewater Facilities Participation, Utilization, and Service Agreement, recorded July 15, 2009, at Reception No. 209081602, Second Amendment to Modified and Restated Wastewater Facilities Participation, Utilization, and Service Agreement, recorded July 20, 2009, at Reception No. 209084033. Third Amendment to Modified and Restated Wastewater Facilities Participation, Utilization, and Service Agreement, recorded December 23, 2009, at Reception No. 209147154, Fourth Amendment to Modified and Restated Wastewater Facilities Participation, Utilization, and Service Agreement, recorded June 24, 2010, at Reception No. 210060212 and Assignment Agreement recorded August 11, 2010, at Reception No. 210077136.
 59. Resolution No. 07-119 Regarding the Airport Overlay Rezoning recorded July 18, 2007, at Reception No. 207095753.
 60. Any tax , fee lien or assessment by reason of inclusion in the Banning Lewis Ranch Regional Metropolitan District as evidenced by Order of Inclusion as recorded April 30, 2009, at Reception No. 209046235, and order of Name change recorded October 6, 2010, at Reception No. 210099814.
 61. Notice concerning underground facilities of the Mountain View Electric Association, Inc., recorded May 9, 1983, in Book 3718 at Page 812.
 62. Determinable Easement Agreement as granted to the City of Colorado Springs in instrument recorded November 22, 2005, at Reception No. 205187102 and in instrument recorded November 28, 2005, at Reception No. 205188940.
 63. Utility Easement Agreement dated July 1996, granted to the City of Colorado Springs, for utilities and incidental purposes as recorded February 13, 2006, at Reception No. 206022301.

64. Permanent Easement Agreements, for utilities and incidental purposes, by and between Banning Lewis Ranch Development I and II, LLC, and the City of Colorado Springs, a Colorado municipal corporation, on behalf of its enterprise Colorado Springs Utilities, recorded November 16, 2006, at Reception No. 206168295, June 26, 2007, at Reception No. 207085941.
65. Terms, conditions and provisions of document entitled Terms Conditions Applicable to Utility Easements Granted by Plat and to Utility Easements Reserved by Ordinance Vacating Public Right-of-Way as recorded September 26, 2012, at Reception No. 212112548.
66. Terms, conditions and provisions of Administratively Approved Permit to the Cherokee Metropolitan District as recorded July 31, 2014, at Reception No. 214068509.

The following affect Parcel H: (Village 4)

67. Resolution of the Board of County Commissioners as set forth below, which provides that all section lines, township lines on the public domain East of the Range line separating Ranges 65 West and 66 West are declared to be public highways having a width of 60 feet, being 30 feet on each side of said section lines, township lines or range lines recorded October 3, 1887, in Road Book A at Page 78
68. The right of a proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises granted hereby and rights of way for ditches and canals construction by authority of the United States reserved in United States Patents recorded April 19, 1894, in Book 43 at Page 282 and March 9, 1895, in Book 43 at Page 305.
69. Right of Way and/or Easement as granted to the City of Colorado Springs in instrument recorded July 31, 1973, in Book 2609 at Page 178.
70. Right of Way and/or Easement granted to Mountain States Electric Association Inc., recorded January 9, 1974, in Book 2649 at Page 17.
71. Notice concerning underground facilities of the Mountain View Electric Association, Inc. recorded May 9, 1983, in Book 3718 at Page 812.
72. Terms, conditions, provisions, agreements, obligations and easements as set forth in The Rule and Order recorded March 12, 2004, at Reception No. 204040734 and Quit Claim Deed recorded in conjunction therewith July 30, 2015, at Reception No. 215082032.
73. Terms, conditions and provisions of Annexation Agreement recorded September 23, 1988, in Book 5557 at Page 405. Annexation Ordinances in connection therewith recorded September 23, 1988, in Book 5557 at Pages 605 and 624 and Annex to the City of Colorado Springs recorded June 13, 2005, at Reception Nos. 205087762 and Reception No. 205087763, Ordinance No. 04-130 Annexation to the City of Colorado Springs as recorded June 13, 2005, at Reception No. 205087759, and specified under the Order and Judgment by and between C. Randel Lewis and David S. Cohen, Co-Receivers of the Powers Boulevard/Drennan Road Local Improvement District 1985-2, a political subdivision of the State of Colorado, Plaintiffs and The City of Colorado Springs, a municipality, et al, Defendant, recorded March 16, 2005, at Reception No. 205037381.
74. Any assessment or lien of Banning Lewis Ranch Metropolitan District No. 2, as disclosed by the instrument recorded December 16, 2005, at Reception No. 205199128 and District Disclosure Banning Lewis Ranch Metropolitan Districts recorded February 14, 2008, at Reception No.

208017358, Joint Resolution No. 09-01 Imposing Fees as recorded January 4, 2010, at Reception No. 210000329, Order of Exclusion as recorded July 5, 2013, at Reception No. 213086977.

75. Covenants, conditions, restrictions, reservations and lien rights, which do not include a forfeiture or reverter clause, set forth in the Master Declaration of Covenants Conditions and Restrictions for Banning Lewis Ranch, recorded March 5, 2007, at Reception No. 207030103, and Assignment of Declarant Rights as recorded November 16, 2011, at Reception No. 2110113034, Assignment of Declarant Rights as recorded May 23, 2012, at Reception No. 212059823 and further assignment of Declarant Rights as recorded May 23, 2012, at Reception No. 212059827, Supplemental Declaration of covenants, conditions and restrictions as recorded September 21, 2015, at Reception No. 215102523, and any amendments or supplements thereto.
76. Modified and Restated Wastewater Facilities Participation, Utilization, and Service Agreement recorded February 20, 2009, at Reception No. 209017179, First Amendment to Modified and Restated Wastewater Facilities Participation, Utilization, and Service Agreement, recorded July 15, 2009, at Reception No. 209081602, Second Amendment to Modified and Restated Wastewater Facilities Participation, Utilization, and Service Agreement, recorded July 20, 2009, at Reception No. 209084033, Third Amendment to Modified and Restated Wastewater Facilities Participation, Utilization, and Service Agreement, recorded December 23, 2009, at Reception No. 209147154, Fourth Amendment to Modified and Restated Wastewater Facilities Participation, Utilization, and Service Agreement, recorded June 24th , 2010, at Reception No. 210060212 and Assignment Agreement recorded August 11, 2010, at Reception No. 210077136.
77. Resolution No. 07-119 Regarding the Airport Overlay Rezoning recorded July 18, 2007, at Reception No. 207095753.
78. Any tax , fee lien or assessment by reason of inclusion in the Banning Lewis Ranch Regional Metropolitan District as evidenced by Order of Inclusion as recorded April 30, 2009, at Reception No. 209046235, and order of Name change recorded October 6, 2010, at Reception No. 210099814.
79. Notice concerning underground facilities of the Mountain View Electric Association, Inc., recorded May 9, 1983, in Book 3718 at Page 812.
80. Determinable Easement Agreement as granted to the City of Colorado Springs in instrument recorded November 22, 2005, at Reception No. 205187102 and in instrument recorded November 28, 2005, at Reception No. 205188940.
81. Utility Easement Agreement dated July 1996, granted to the City of Colorado Springs, for utilities and incidental purposes as recorded February 13, 2006, at Reception No. 206022301.
82. Avigation easements as granted to the City of Colorado Springs in instruments recorded October 11, 2007, at Reception No. 207132631.
83. Permanent Easement Agreements, for utilities and incidental purposes, by and between Banning Lewis Ranch Development I and II, LLC, and the City of Colorado Springs, a Colorado municipal corporation, on behalf of its enterprise Colorado Springs Utilities, recorded November 16, 2006, at Reception No. 206168295, June 26, 2007, at Reception No. 207085941.
84. Terms, conditions and provisions of document entitled terms conditions Applicable to Utility Easements Granted by Plat and to Utility Easements Reserved by Ordinance Vacating Public Right-of-Way as recorded September 26, 2012, at Reception No. 212112548.

85. Terms, conditions, provisions, agreements and obligations and easements contained in the Road and Transmission Line Easement Agreement recorded August 7, 2013, at Reception No. 2130101340 and Joinder recorded January 31, 2014, at Reception No. 214008171 and Bargain and Sale Deed and Termination of Easement recorded July 30, 2015, at Reception No. 215082031.
86. Terms, conditions, provisions, agreements and obligations contained in the Permanent Easement Agreement recorded July 30, 2015, at Reception No. 215082034.
87. Terms, conditions, provisions, agreements and obligations and easements contained in the Road and Transmission Line Easement Agreement recorded July 30, 2015, at Reception No. 215082035

The following exceptions affect Parcel I:

88. The right of proprietor of a vein or lode to extract or remove his ore should the same be found to penetrate or intersect the premises thereby granted as reserved in United States patents recorded July 6, 1896 in Book 143 at Page 290, July 6, 1896 in Book 232 at Page 268, and January 22, 1891 in Book 72 at Page 390.
89. Terms, conditions and provisions of Annexation Agreement recorded September 23, 1988, in Book 5557 at Page 405 and June 13, 2005, at Reception No. 205087763. Annexation Ordinances in connection therewith recorded September 23, 1988, in Book 5557 at Page 605 and Book 5557 at Page 624 and Annexation to the City of Colorado Springs recorded June 13, 2005, at Reception No. 205087762, and specified under the Order and Judgment by and between C. Randel Lewis and David S. Cohen, Co-Receivers of the Powers Boulevard/Drennan Road Local Improvement District 1985-2, a political subdivision of the State of Colorado, Plaintiffs and The City of Colorado Springs, a municipality, et al, Defendant, recorded March 16, 2005, at Reception No. 205037381.
90. Any assessment or lien of Banning Lewis Ranch Metropolitan District No. 2, as disclosed by the instrument recorded December 16, 2005, at Reception No. 205199128 and District Disclosure Banning Lewis Ranch Metropolitan Districts recorded February 14, 2008, at Reception No. 208017358, Joint Resolution No. 09-01 Imposing Fees as recorded January 4, 2010, at Reception No. 210000329.
91. Easement, notes and conditions as set forth on the plat of Banning Lewis Ranch Filing No. 14B recorded July 21, 2015, at Reception No. 215713650., Affidavit of Correction recorded August 18, 2015, at Reception No. 215089559.
92. Covenants, conditions, restrictions, reservations and lien rights, which do not include a forfeiture or reverter clause, set forth in the Master Declaration of Covenants Conditions and Restrictions for Banning Lewis Ranch, recorded March 5, 2007, at Reception No. 207030103, Assignment of Declarant Rights as recorded November 16, 2011, at Reception No. 2110113034, Assignment of Declarant Rights as recorded May 23, 2012, at Reception No. 212059823 and further assignment of Declarant Rights as recorded May 23, 2012, at Reception No. 212059827, and any amendments or supplements thereto.
93. Modified and Restated Wastewater Facilities Participation, Utilization, and Service Agreement recorded February 20, 2009, at Reception No. 209017179., First Amendment to Modified and Restated Wastewater Facilities Participation, Utilization, and Service Agreement, recorded July 15, 2009, at Reception No. 209081602, Second Amendment to Modified and Restated

- Wastewater Facilities Participation, Utilization, and Service Agreement, recorded July 20, 2009, at Reception No. 209084033, Third Amendment to Modified and Restated Wastewater Facilities Participation, Utilization, and Service Agreement, recorded December 23, 2009, at Reception No. 209147154, Fourth Amendment to Modified and Restated Wastewater Facilities Participation, Utilization, and Service Agreement, recorded June 24, 2010, at Reception No. 210060212, Assignment Agreement, dated June 23rd, 2010, and recorded August 11, 2010, at Reception No. 210077136, and Intergovernmental Assignment Agreement, dated June 23, 2010, and recorded August 11, 2010, at Reception No. 210077137.
94. Resolution No. 07-119 Regarding the Airport Overlay Rezoning recorded July 18, 2007, at Reception No. 207095753.
 95. Any tax , fee lien or assessment by reason of inclusion in the Banning Lewis Ranch Regional Metropolitan District as evidenced by Order of Inclusion as recorded April 30, 2009, at Reception No. 209046235, and order of Name change recorded October 6, 2010, at Reception No. 210099814.
 96. Terms, conditions, provisions, agreements, obligations and easements as set forth in The Rule and Order recorded March 12, 2004, at Reception No. 204040734.
 97. Notice concerning underground facilities of the Mountain View Electric Association, Inc., recorded May 9, 1983, in Book 3718 at Page 812.
 98. Determinable Easement Agreement as granted to the City of Colorado Springs in instrument recorded November 22, 2005, at Reception No. 205187102 and in instrument recorded November 28, 2005, at Reception No. 205188940.
 99. Avigation easement as granted to the City of Colorado Springs in instruments recorded December 3, 2015, at Reception No. 215130304.
 100. Terms, conditions and provisions of Annexation Agreement of the Banning-Lewis Ranch No. 10 as recorded June 13, 2005, at Reception No. 205087763 and Annexation Plat of Banning-Lewis Ranch No. 10 as recorded June 13, 2005, at Reception No. 205087764.
 101. Any taxes or assessments by reason of the inclusion of the Land in the Banning Lewis Ranch Metropolitan District No. 1, as evidenced by Order for Inclusion recorded December 22, 2015, at Reception No. 215137256.
 102. Any taxes or assessments by reason of the inclusion of the Land in the Banning Lewis Ranch Metropolitan District No. 4, as evidenced by Order for Inclusion recorded December 22, 2015, at Reception No. 215137257.
 103. Any taxes or assessments by reason of the inclusion of the Land in the Banning Lewis Ranch Metropolitan District No. 5, as evidenced by Order for Inclusion recorded December 22, 2015, at Reception No. 215137258.
 104. Any taxes or assessments by reason of the inclusion of the Land in the Banning Lewis Ranch Metropolitan District No. 7, as evidenced by Order for Inclusion recorded December 22, 2015, at Reception No. 215137259.



Stewart Title Guaranty Company Commercial Services
(Denver)
55 Madison Street, Suite 400
Denver, CO 80206

Date: August 19, 2021
File Number: 21000310836
Property: Banning Lewis Ranch Filings 37 and 38, CO

Please direct all Title inquiries to:

Chesney Horn
Phone: (303) 780-4006
Email Address: Chesney.Horn@stewart.com

OWNER:
Clayton Properties Group II, Inc., a Colorado corporation

REQUESTED BY:
Oakwood Homes
Contact: Jarrod Walker
Email: JWalker@OakwoodHomesCO.com
Delivery Method: Emailed

ATTACHED PLEASE FIND THE FOLLOWING:

Linked Title Commitment

We Appreciate Your Business and Look Forward to Serving You in the Future.



ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY 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, STEWART TITLE GUARANTY COMPANY, a Texas 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 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.


Countersigned by:


Authorized Countersignature

Stewart Title Guaranty Company
55 Madison Street, Suite 400
Denver, CO 80206
(303) 331-0333
Agent ID: 06J050




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

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 a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 21000310836

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

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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;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature 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.

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 a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 21000310836

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 2 of 3



- (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>>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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File No. 21000310836

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Stewart Title Guaranty Company
Issuing Office: 55 Madison Street, Suite 400, Denver, CO 80206
Issuing Office's ALTA® Registry ID: 1027978
Loan ID Number: N/A
Commitment Number: 21000310836
Issuing Office File Number: 21000310836
Property Address: Banning Lewis Ranch Filings 37 and 38, CO
Revision Number:

1. Commitment Date: August 14, 2021 at 5:30 P.M.

2. Policy to be issued:

Proposed Policy Amount

(a) ALTA Owner's Policy

(b) ALTA Loan Policy

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:

Clayton Properties Group II, Inc., a Colorado corporation

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY


Authorized Countersignature

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued

Informational Commitment Rate
Informational Commitment Fee: \$500.00

Tax Schedule Number:
(Sch. # 5300000712):

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File No. 21000310836
CO ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)
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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXHIBIT "A" SCHEDULE A

LEGAL DESCRIPTION

(2) TWO PARCELS OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 15 AND THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE NORTHWEST CORNER BY A 2-1/2" ALUMINUM CAP STAMPED "GMS INC. PLS 22095" AND AT THE WEST QUARTER BY A 2-1/2" ALUMINUM CAP STAMPED "DREXEL, BARRELL & CO LS 17664", AND IS ASSUMED TO BEAR N00°20'14"E, A DISTANCE OF 2646.40 FEET.

PARCEL 1

COMMENCING AT THE SOUTHWESTERLY CORNER OF TRACT A, AS PLATTED IN BANNING LEWIS RANCH FILING NO. 26 RECORDED UNDER RECEPTION NO. 220714622, EL PASO COUNTY, COLORADO SAID POINT BEING THE POINT OF BEGINNING;

THENCE N90°00'00"E, ON THE SOUTHERLY BOUNDARY OF SAID TRACT A, A DISTANCE OF 185.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID TRACT A SAID POINT BEING ON THE WESTERLY BOUNDARY OF TRACT E AS PLATTED IN BANNING LEWIS RANCH FILING NO. 2 UNDER RECEPTION NO. 205087778;

THENCE ON THE WESTERLY BOUNDARY OF SAID TRACT E THE FOLLOWING TWO (2) COURSES:

1. S00°20'14"W, A DISTANCE OF 2063.07 FEET;
2. S10°50'29"W, A DISTANCE OF 229.80 FEET;

THENCE N83°08'28"W, A DISTANCE OF 143.94 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER SECTION 22, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN;
THENCE N00°14'02"E, ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 56.51 FEET TO THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN;

THENCE N00°20'14"E, ON THE WEST LINE OF SAID SECTION 15, A DISTANCE OF 1989.00 TO THE SOUTHEASTERLY CORNER OF TOY RANCHES ESTATES NO. 2 RECORDED IN PLAT BOOK O-2 AT PAGE 47;
CONTINUING N00°20'14"E ON THE WEST LINE OF SAID SECTION 15 AND THE EASTERLY BOUNDARY OF SAID TOY RANCHES ESTATES NO. 2, A DISTANCE OF 226.07 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 9.584 ACRES.

PARCEL 2

COMMENCING AT THE SOUTHWEST CORNER OF TRACT A, AS PLATTED IN BANNING LEWIS RANCH FILING NO. 26 RECORDED UNDER RECEPTION NO. 220714622, EL PASO COUNTY, COLORADO;

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ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

THENCE N90°00'00"E, ON THE SOUTHERLY BOUNDARY OF SAID TRACT A, A DISTANCE OF 185.00 FEET TO A POINT ON THE WESTERLY BOUNDARY OF TRACT E AS PLATTED IN BANNING LEWIS RANCH FILING NO. 2 UNDER RECEPTION NO. 205087778;

CONTINUING N90°00'00"E, A DISTANCE OF 105.01 FEET TO THE SOUTHWESTERLY CORNER OF TRACT B AS PLATTED IN SAID BANNING LEWIS RANCH FILING NO. 26 SAID POINT BEING ON THE EASTERLY BOUNDARY OF SAID TRACT E SAID POINT BEING THE POINT OF BEGINNING;

THENCE ON THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID BANNING LEWIS RANCH FILING NO. 26 THE FOLLOWING TWO (2) COURSES:

1. N90°00'00"E, A DISTANCE OF 456.32 FEET;
2. S00°00'00"E, A DISTANCE OF 55.58 FEET TO THE NORTHWESTERLY CORNER OF BERRIEDALE VIEW AS PLATTED IN BANNING LEWIS RANCH FILING NO. 29 RECORDED UNDER RECEPTION NO. 220714625;

THENCE ON THE WESTERLY AND SOUTHERLY RIGHT OF WAY LINE OF SAID BERRIEDALE VIEW THE FOLLOWING FOUR (4) COURSES:

1. S00°00'00"E, A DISTANCE OF 60.00 FEET;
2. N90°00'00"E, A DISTANCE OF 265.00 FEET;
3. S00°00'00"E, A DISTANCE OF 5.00 FEET;
4. N90°00'00"E, A DISTANCE OF 225.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF VISTA DEL TIERRA DRIVE AS PLATTED IN BANNING LEWIS RANCH FILING NO. 36A, RECORDED UNDER RECEPTION NO. 220714608;

THENCE ON THE WESTERLY RIGHT OF WAY LINE OF SAID VISTA DEL TIERRA DRIVE THE FOLLOWING FIVE (5) COURSES;

1. S00°00'00"E, A DISTANCE OF 364.13 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 37°32'00", A RADIUS OF 686.50 FEET AND A DISTANCE OF 449.71 FEET TO A POINT OF TANGENT;
3. S37°32'00"W, A DISTANCE OF 910.99 FEET TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 29°59'00", A RADIUS OF 978.50 FEET AND A DISTANCE OF 512.06 FEET TO A POINT OF TANGENT;
5. S07°33'00"W, A DISTANCE OF 224.14 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STETSON HILLS BOULEVARD RECORDED UNDER RECEPTION NO. 205087777;

THENCE N85°45'07"W, ON THE NORTHERLY RIGHT OF WAY LINE OF SAID STETSON HILLS BOULEVARD, A DISTANCE OF 104.29 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID TRACT E;

THENCE ON THE EASTERLY BOUNDARY OF SAID TRACT E THE FOLLOWING SIX (6) COURSES:

1. N52°34'51"E, A DISTANCE OF 62.23 FEET;
2. N07°34'51"E, A DISTANCE OF 187.00 FEET TO A POINT OF CURVE;
3. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 01°27'46", A RADIUS OF 993.00 FEET AND A DISTANCE OF 25.35 FEET TO A POINT ON CURVE;
4. N19°00'54"E, A DISTANCE OF 158.13 FEET;
5. N70°59'06"W, A DISTANCE OF 65.68 FEET;

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

6. N00°20'14"E, A DISTANCE OF 1888.25 FEET TO THE POINT OF BEGINNING.

**NOTE: The following Disclosure is made pursuant to C.R.S. 38-35-106.5, said description created:
Survey prepared by: Douglas P. Reinelt,
Under Job No.: 2570.21-01R2, dated: March 30, 2021 and revised June 30, 2021.**

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ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 21000310836

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.
4. 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. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record:

a. NONE

NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.

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ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 21000310836

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 will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared 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 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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Taxes for the year 2021, and subsequent years; special assessments or charges not certified to the County Treasurer.
9. Resolution of the Board of County Commissioners recorded October 3, 1887 in [Book A at page 78](#).
10. The right of a proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises granted hereby and rights of way for ditches and canals construction by authority of the United States reserved in United States Patents recorded March 4, 1893 in [Book 143 at Page 118](#).
NOTE: The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
11. Notice concerning underground facilities of the Mountain View Electric Association, Inc., recorded May 9, 1983 in [Book 3718 at Page 812](#).

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ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

12. Annexation Agreement recorded September 23, 1988 in [in Book 5557 at Page 405](#).
NOTE: Annexation Ordinance recorded September 23, 1988 in [Book 5557 at Page 605](#).
NOTE: Annexation Ordinance recorded September 23, 1988 in [Book 5577 at Page 624](#).
13. Annexation Ordinance No. 04-208 recorded June 13, 2005 at [Reception No. 205087756](#).
NOTE: Annexation Agreement recorded June 13, 2005 at [Reception No. 205087757](#).
14. Annexation Ordinance No. 04-130 recorded June 13, 2005 at [Reception No. 205087759](#).
NOTE: Order and Judgment recorded March 16, 2005 at [Reception No. 205037381](#).
15. Order and Decree recorded December 16, 2005 at [Reception No. 205199128](#)
NOTE: District Disclosure Banning Lewis Ranch Metropolitan Districts recorded February 14, 2008 at [Reception No. 208017358](#).
NOTE: Joint Resolution No. 09-01 Imposing Fees recorded January 4, 2010 at [Reception No. 210000329](#).
NOTE: Order of Exclusion recorded July 5, 2013 at [Reception No. 213086977](#).
NOTE: Order Correction Legal Description in Order of Exclusion recorded November 15, 2016 at [Reception No. 216132528](#).
NOTE: Memorandum Regarding Order Correcting Legal Description in Order of Exclusion recorded November 16, 2016 at [Reception No. 216133141](#).
16. Determinable Easement Agreement recorded November 22, 2005 at [Reception No. 205187102](#) and recorded November 28, 2005 at [Reception No. 205188940](#).
17. Utility Easement Agreement recorded February 13, 2006 at [Reception No. 206022301](#).
18. Master Declaration of Covenants Conditions and Restrictions for Banning Lewis Ranch, recorded March 5, 2007 at [Reception No. 207030103](#).
NOTE: Assignment of Declarant Rights, recorded November 16, 2011 at [Reception No. 2110113034](#).
NOTE: Assignment of Declarant Rights, recorded May 23, 2012 at [Reception No. 212059823](#).
NOTE: Assignment of Declarant Rights, recorded May 23, 2012 at [Reception No. 212059827](#).
NOTE: Supplemental Declaration of Covenants, Conditions and Restrictions, recorded September 21, 2015 at [Reception No. 215102523](#).
NOTE: Assignment of Declarant Rights, recorded November 7, 2016 at [Reception No. 216129179](#).
NOTE: Assignment of Declarant Rights, recorded December 9, 2016 at [Reception No. 216142555](#).
NOTE: Assignment of Declarant Rights, recorded August 7, 2017 at [Reception No. 217093802](#).
NOTE: Correction Assignment of Declarant Rights, recorded August 18, 2017 at [Reception No. 217099327](#).
NOTE: Supplemental Declaration of Covenants, Conditions and Restrictions, recorded April 19, 2019 at [Reception No. 219040951](#).
NOTE: Supplemental Declaration of Covenants, Conditions and Restrictions, recorded April 19, 2019 at [Reception No. 219040952](#).
NOTE: Supplemental Declaration of Covenants, Conditions and Restrictions, recorded August 15, 2019 at [Reception No. 219095440](#).
19. Resolution No. 07-119, Airport Overlay Rezoning Recorded July 18, 2007 at [Reception No. 207095753](#).
20. Permanent Easement Agreements, recorded, June 26, 2007 at [Reception No. 207085941](#).

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ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

21. Modified and Restated Wastewater Facilities Participation, Utilization, and Service Agreement recorded February 20, 2009 at [Reception No. 209017179](#),
NOTE: First Amendment to Modified and Restated Wastewater Facilities Participation, Utilization, and Service Agreement, Recorded July 15, 2009 at [Reception No. 209081602](#),
NOTE: Second Amendment to Modified and Restated Wastewater Facilities Participation, Utilization, and Service Agreement, Recorded July 20, 2009 at [Reception No. 209084033](#).
NOTE: Third Amendment to Modified and Restated Wastewater Facilities Participation, Utilization, and Service Agreement, Recorded December 23, 2009 at [Reception No. 209147154](#),
NOTE: Fourth Amendment to Modified and Restated Wastewater Facilities Participation, Utilization, and Service Agreement, Recorded June 24th, 2010 at [Reception No. 210060212](#)
NOTE: Assignment Agreement recorded August 11, 2010 at [Reception No. 210077136](#).
22. Order of Inclusion recorded April 30, 2009 at [Reception No. 209046235](#),
NOTE: Order of Name change Recorded October 6, 2010 at [Reception No. 210099814](#).
23. Terms and Conditions Applicable to Utility Easements Granted by Plat and to Utility Easements Reserved by Ordinance Vacating Public Right-of-Way, recorded September 26, 2012 at [Reception No. 212112548](#).
24. Administratively Approved Permit to the Cherokee Metropolitan District as Recorded July 31, 2014 at [Reception No. 214068509](#).
25. Grant of Permanent Municipal Drainage Improvement Easement recorded October 24, 2016 at [Reception No. 216122729](#).
26. Resolution No. 36-18, recorded October 18, 2018 at [Reception No. 218121366](#).
NOTE: Ratification and Consent to Amended and Restated Banning Lewis Ranch Annexation Agreement recorded June 11, 2019 at [Reception No. 219063761](#).
27. Order of Inclusion recorded October 19, 2018 at [Reception No. 218121979](#).
28. Order of Inclusion recorded October 19, 2018 at [Reception No. 218121980](#).
29. Resolution No. 39-18, recorded December 2, 2019 at [Reception No. 219151291](#).
30. Existing leases and tenancies.

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Stewart Title Guaranty Company -
Commercial Services
55 Madison Street, Suite 400
Denver, CO 80206
Phone
Fax

MINERAL DISCLOSURE

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- 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 a 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: THIS DISCLOSURE APPLIED ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Biometric Information
Category F: Internet or other similar network activity
Category G: Geolocation data
Category H: Sensory data
Category I: Professional or employment-related information
Category J: Non-public education information
Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056



PRE-APPLICATION MEETING SUMMARY

Area: Central Date: 5/26/21

Pre-Application No.: KW 21-34

Applicant(s) Present: Rick Haering and others

Lot Size: 38 acres

Site Location: west of Vista del Tierra Drive and Berriedale Vw

TSN: 5300000712

Project Description: final filings of active adult private community in BLR Village 3

Zone: PUD SS AO

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 checked="" 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 type="checkbox"/> Concept Plan <input type="radio"/> MJ <input 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: _____ ☐ 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 type="checkbox"/> Traffic Impact Analysis | <input checked="" type="checkbox"/> Drainage Report |
| Contact: <u>Patrick Morris, 719-385-5075</u> | Contact: <u>Zaker Alazze, 719-385-5468</u> | Contact: <u>Erin Powers, 719-385-5852</u> |
| <input checked="" type="checkbox"/> Hydraulic Grade Line | <input checked="" type="checkbox"/> Wastewater Master Facility Report | <input checked="" type="checkbox"/> Land Suitability Analysis |
| <input checked="" type="checkbox"/> Elevation Drawings | <input type="checkbox"/> Mineral Estate Owner Notification | <input type="checkbox"/> Other: _____ |

LDTIC MEETING: ☐ Yes ☒ No

Date: _____

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):

Applicant proposes completing the gated active adult community west of Vista del Tierra Drive. The project consists of 151 single family homes on 38 acres of undeveloped property encumbered by the streamside and airport overlays.

A PUD Development Plan and two final plats will be required.

Streets within the gated community will be private and street names have been reserved with CSPD street naming. All gates should be equipped with Knox Lock equipment for emergency access.

Applicant noted that a final landscaping plan will be provided with the PUD development plan. Please refer to the streamside manual and landscaping manual to address the streamside planting requirements. Please note opaque fencing is not permitted within the streamside buffers.

A final drainage report is required to be submitted. All submittals occur separately through SWENTs ProjectDox system.

Please coordinate with me to set up a dropbox folder when you are ready to make a submittal.

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: 10,572.00

Number of Plans: 1 hard copy & digital submission of all materials

Katelynn Wintz, AICP

Senior Planner
Land Use Review
Planning & Community Development

30 S. Nevada Avenue, Suite 105 Phone: (719) 385-5192
P.O. Box 1575, MC 155 Fax: (719) 385-5167
Colorado Springs, CO 80901-1575 katelynn.wintz@coloradosprings.com

PLANNING & DEVELOPMENT DEPARTMENT
Project Notification Information

Date: September 24, 2021

Planner: Katelynn Wintz

Planner email: Katelynn.wintz@coloradosprings.gov

Planner phone number: (719) 385-5192

Applicant Email: thannah@laidesigngroup.com; rhaering@laidesigngroup.com

Applicant Name: Tyler Hannah and Rick Haering

TSN: 5300000712

Site Address (to be used on postcard): n/a

PROJECT:

<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.

PUD Development Plan

Request by Clayton Properties Group II dba Oakwood Homes, with representation by LAI Design Group, for approval of a PUD Development Plan. If approved the proposed application would allow for 152 residential units with ancillary neighborhood improvements including a linkages to a regional trail, landscaping and roadway extensions. The site is zoned PUD/AO (Planned Unit Development, Airport Overlay), is 43.68 acres in size, and is located north of Stetson Hills Boulevard and west of Vista Del Tierra Drive.

Final Plat – Filing 37

Request by Clayton Properties Group II dba Oakwood Homes, with representation by LAI Design Group, for approval of a final plat. If approved the proposed application would create 85 residential lots. The site is zoned PUD/AO (Planned Unit Development, Airport Overlay), is 16.8 acres in size, and is located north of Stetson Hills Boulevard and west of Vista Del Tierra Drive.

Final Plat – Filing 38

Request by Clayton Properties Group II dba Oakwood Homes, with representation by LAI Design Group, for approval of a final plat. If approved the proposed application would create 67 residential lots. The site is zoned PUD/AO (Planned Unit Development, Airport Overlay), is 21.2 acres in size, and is located north of Stetson Hills Boulevard and west of Vista Del Tierra Drive.

POSTCARD

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

- This project proposes 152 new residential units with 2 concurrent final plats.
- Filing 37 contains 85 residential lots.

[Type text]

- Filing 38 contains 65 residential lots.
- The homes will be a mix of attached and detached single family homes.

POSTER

Fill out applicable information below:

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

PUD Development plan and 2 final plats for 152 single family homes

Planning and Development Distribution Form
Final Plat

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

Planner Intake Date: KW 9/24/21

Admin Receive Date: [9/24/21]

Project Name: BLR Filing No. 37

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

2. Date buckslip comments are due (21 calendar days after submittal): 10/15/21

3. HOA: #

4. STANDARD DISTRIBUTION:

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

ID#	Division Name	Email/Distribution Notes
3	<input type="checkbox"/> CONO	rdavis@cscono.org landusenotice@cscono.org
85	<input type="checkbox"/> Utilities Development Services	Buckslips@csu.org
9	<input type="checkbox"/> Fire Department	CSFDDDevelopmentSMB@coloradosprings.gov
24	<input type="checkbox"/> SWENT / EDRD	development.review@coloradosprings.gov
17	<input type="checkbox"/> Cory Sharp, Land Surveyor	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"/> USPS	Elaine.f.kelly@usps.gov
45	<input type="checkbox"/> Zaker Alazzeah, Traffic – School Safety	development.review@coloradosprings.gov
65	<input type="checkbox"/> Zaker Alazzeah, Traffic Eng	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
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 type="checkbox"/> None	
36	<input type="checkbox"/> School District # 2	sbecker@hsd2.org
68	<input type="checkbox"/> School District # 3	gishd@wsd3.org
37	<input type="checkbox"/> School District # 11	TERRY.SEAMAN@d11.org JOSH.CHISM@d11.org
38	<input type="checkbox"/> School District # 12	dpeak@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 checked="" 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.USAFADDEVREVIEWGRP@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 (ONLY)
27	<input 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 checked="" 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 Patrick.Bowman@coloradosprings.gov Kevin.Keith@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	Jariah.Walker@coloradosprings.gov
5	<input type="checkbox"/> Metro District	Metro District Email
65	<input type="checkbox"/> Kate Brady, Bike Planning, Traffic	Kate.Brady@coloradosprings.gov
53	<input type="checkbox"/> UCCS Review – North Nevada Overlay zone	mwood@uccs.edu
49	<input type="checkbox"/> Bob Cope & Sherry Hoffman, Economic Development	Bob.Cope@coloradosprings.gov Sherry.Hoffman@coloradosprings.gov

8. LAND USE REVIEW:

Hard Copy Full sized plans

<input checked="" type="checkbox"/> Planner	Traffic Report, Drainage Report, Geo-Hazard Report
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Special notes or instructions: