



GENERAL APPLICATION FORM

Edited 9/25/18

Project Name: Existing Zone: Acreage:

Site Address: Direction from Nearest Street Intersection:

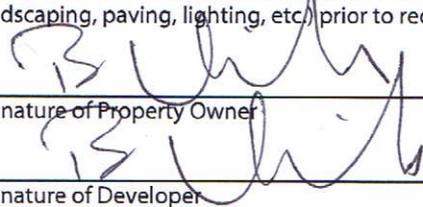
Tax Schedule Number(s):

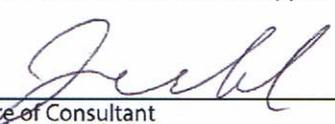
TYPE OF PLAN(S) - Check all that apply. Note: MJ=Major Amendment; MN=Minor Amendment; MM=Minor Modification

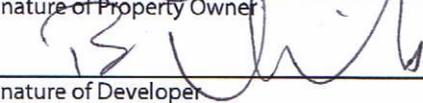
<input type="checkbox"/> 2020 Land Use Map Amendment	<input type="checkbox"/> Property Boundary Adjustment
<input checked="" type="checkbox"/> Administrative Relief	<input type="checkbox"/> PUD Concept Plan <input type="radio"/> New <input type="radio"/> MJ <input type="radio"/> MN <input type="radio"/> MM
<input type="checkbox"/> Amendment to Plat Restriction	<input type="checkbox"/> PUD Development Plan <input 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 checked="" type="checkbox"/> Development Plan <input checked="" type="radio"/> New <input type="radio"/> MJ <input type="radio"/> MN <input type="radio"/> MM	<input type="checkbox"/> FBZ Development Plan <input type="radio"/> New <input type="radio"/> MJ <input type="radio"/> MN <input type="radio"/> MM
<input type="checkbox"/> Historic Preservation <input type="radio"/> Re-roof <input type="radio"/> Hearing Request	<input type="checkbox"/> FBZ Conditional Use <input type="radio"/> New <input type="radio"/> MJ <input type="radio"/> MN <input type="radio"/> MM
<input type="checkbox"/> Landscape Plan <input type="radio"/> Preliminary <input 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 checked="" 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.

Signature of Property Owner:  Date: 3/29/2022

Signature of Consultant:  Date: 4/01/22

Signature of Developer:  Date: 3/29/2022

APPLICANT CONTACT INFORMATION (please print or type)

Property Owner: Contact Name:

E-Mail: Phone:

Developer: Contact Name:

E-Mail: Phone:

Consultant/Main Contact name: Phone:

Address: City:

State: Zip Code: E-Mail:

PLANNER AUTHORIZATION: (CITY USE ONLY)

Checklists Distribution Form Project Blurb E-mail to Admin. Initial Review Level: AR CPC DRB HP

Payment \$ _____ Assigned to: Tamara Baxter Date: 4/26/22

Receipt No.: _____ City File No: AR FP 22-00259



Final Plat Application Requirements

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

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

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

Applicant	Planner
<input checked="" type="checkbox"/> General Development Application Form	<input type="checkbox"/>
1 copy of a Project Statement identifying the following:	
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"/>
2. A justification based on the review criteria addressing why the proposed plat should be approved; and	
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 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"/>
<input type="checkbox"/> 2 copies of a Geologic Hazard Report or Waiver	<input type="checkbox"/>
<input checked="" type="checkbox"/> 2 copies of a Drainage Study	<input type="checkbox"/>
<input type="checkbox"/> 2 copies of a Traffic Impact Analysis	<input type="checkbox"/>
<input checked="" type="checkbox"/> Submittal of the Wastewater Facilities Master Report to Colorado Springs Utilities (CSU)	<input type="checkbox"/>
Email completed form and map to wwmasterplansubmit@csu.org prior to application submittal.	

SUBMITTAL CHECKLIST: *Continued from previous page.*

Applicant	Planner
<input 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"/>
<input type="checkbox"/> Utility Line Locates provided if public easements dedicated by plat to the City are to be vacated, unless waived by Springs Utilities (<i>refer to content requirements</i>).	<input type="checkbox"/>
<input type="checkbox"/> Mineral Estate Owner Notification Certification Affidavit (Public Hearing Items ONLY).	<input type="checkbox"/>

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

General Information

<input 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 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 type="checkbox"/> <i>"The undersigned does hereby dedicate, grant and convey to the City of Colorado Springs those Public Easements (and tracts) as shown on the plat; and further restricts the use of all Public Easement to the City of Colorado Springs and/or its assigns, provided however, that the sole right and authority to release or quitclaim all or any such Public Easements shall remain exclusively vested in the City of Colorado Springs."</i>	<input type="checkbox"/>
---	--------------------------

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

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

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

<input type="checkbox"/> (1) A sentence in the dedication statement similar to <i>"Tract X is hereby dedicated to the City of Colorado Springs for public use."</i>	<input type="checkbox"/>
<input type="checkbox"/> (2) A special numbered plat note defining the purpose and perpetual maintenance responsibility for the tract such as <i>"Tract X is for public drainage, landscaping, trail and open space with maintenance of the surface being vested in the (Distract Name) Special Maintenance District."</i>	<input type="checkbox"/>

<input type="checkbox"/> All plats with private streets shall have the following sentence as a plat note: <i>"All private streets (insert names) are privately owned and maintained by (list owner name, Owner's Association, ect.)."</i>	<input type="checkbox"/>
--	--------------------------

<input checked="" type="checkbox"/> Statement of ownership and acknowledgement. The notarized signature of the owner is required.	<input type="checkbox"/>
---	--------------------------

<input type="checkbox"/> Statement of mortgagee and acknowledgement. The signature of the mortgagee, if any, consenting to the dedication is required	<input type="checkbox"/>
---	--------------------------

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

<input 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"/>
---	--------------------------

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

Access Provisions:

- a. A Statement Restricting Access. A statement restricting access rights across the right-of-way lines of major highways, parkways, streets or freeways, where required as a provision of approval.
- b. Provision of Adequate Access. Proof of adequate, suitable access must be provided and clearly indicated on the face of the plat. If access is not directly gained from public right-of-way, a separate signed and recorded easement must be provided and referenced on the face of the plat.

Fee block (drainage, bridge, school and park)

Certificates for execution by each of the following or their duly appointed representative(s).

- a. City Engineer
- b. City Planning Director
- c. City Clerk
- 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.

Inundation Mark:

The plat shall clearly show the 100-year flood plain line. Reference the appropriate FEMA Panel by which the location of this line has been determined.

Option 1: Property located completely outside of the 100-year floodplain:

"This property is located within Zone X (Areas determined to be outside of the 500-year floodplain) as established by FEMA per FIRM panel 08041C_____ F, effective date 3/17/1997."

Option 2: Property located within the 100-year floodplain:

"A portion of this property is located within Zone AE (area located within a 100-year floodplain, Base flood elevations determined) as established by FEMA per FIRM panel 08041C_____ F, effective date 3/17/1997."

Option 3: Property located within a 100-year floodplain where a LOMR has been processed:

"A portion of this property is located within Zone AE (area located within the 100-year floodplain, Base flood elevations determined) as established by FEMA per FIRM panel 08041C_____ F, effective date 3/17/1997 and as modified by LOMR# 0_-08-_____ P effective date DD/MM/YYYY."

Option 4: Property located within 100-year floodplain where a CLOMR has been processed and lot restrictions apply until a LOMR is approved by FEMA:

"A portion of this property is located within Zone AE (area located within the 100-year floodplain, Base flood elevations determined) as established by FEMA per FIRM panel 08041C_____ F, effective date 3/17/1997. A CLOMR# 0_-08-_____ R effective date DD/MM/YYYY is on record with the Regional Floodplain Administration. The following lots are will not be allowed building permits ("enter lot numbers") until a FEMA approved LOMR removing the properties from the 100-year floodplain is received by the Regional Floodplain Administration."

*All **bold** and "_____" require the Applicant to insert the appropriate data for their specific site.

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

All other information required by Colorado State law.

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

Scale Bar

North arrow

Adjacent Subdivision. Names of adjacent platted areas along with the Reception and/or PlatBook and Page Number shall be shown. If unplatted, so indicate. Existing street right-of-way that intersect the subdivision boundary or are adjacent to said boundary lines shall be clearly labeled with the street name, right-of-way width and appropriate deed or plat recording information where in said right-of-way is defined. Show and label all existing lots and blocks that are immediately adjacent to the subdivision boundary.

Basis of Bearing. A clearly defined basis of bearings shall be provided, both verbally and graphically. All monumentation defining said line shall be shown and labeled on the plat drawing. When said line is not common with the subdivision boundary, it shall be accurately tied to the boundary with bearings and distances.

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

Monuments. All monuments used to determine and/or describe a boundary (including Basis of Bearings, Point of Beginning and Point of Commencement) shall be shown and clearly labeled on the plat drawing. Monuments for corners defined by the plat, or otherwise found to be missing in the field, shall be placed and set in accord with the requirements of the State of Colorado.

Not a Part of Subdivision. All areas enclosed within the subdivision boundary, which do not constitute a part of the subdivision shall be labeled 'Not a part of this subdivision.' All lines pertaining to such areas shall be dashed.

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

The following statement in compliance with Section 7.7.303.D.7. "The area included in the plat described herein is subject to the Code of the City of Colorado Springs, 2001 As Amended."

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

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

The proposed subdivision meet all of the requirements of Chapter 7, Section 2 through 9 of the City Code, the Public Works Design Manual and any other applicable City ordinance and resolutions.

PLAN CONTENT REQUIREMENTS: *Continued from previous pages.*

Applicant

Planner

Surveyor's Statement, which shall read:

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

accompanying plat was surveyed and drawn under his/her responsible charge and accurately shows the described tract of land, and subdivision thereof, and that the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his/her knowledge and belief."

Closure Sheets. One (1) copy of the computer closure sheets for the entire subdivision area. Such sheets shall not be required if not more than five (5) lots in the subdivision are irregular (not rectangular) in shape.

Replat should include the following information:

The replat shall be identified by its own separate title. The title block of the replat shall further identify the subdivision of record of that portion of the subdivision of record which is being replatted.

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

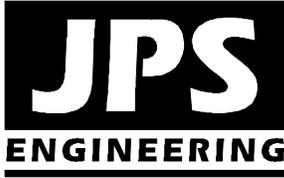
The replat shall show graphically the "as platted" lot(s) separately on the plat drawing. The drawing shall indicate all existing easements.

If any existing lot line is being removed, relocated or re-orientated, any associated Easements dedicated by plat still remain unless vacated separately or as part of this request. If this easement is to be vacated as part of this request, provide the following information With the replat:

The project description letter needs to indicate that the associated lot line easement(s) or other platted easement(s) are to be vacated. Provide locates from the utility locaters, unless no water or wastewater mains exist adjacent to the area being replatted or unless CSU specifically waives the submission of locates.

Geologic Hazard Study disclosure statement (not required if waiver has been approved): "This property is subject to the findings summary and conclusions of a Geologic Hazard Report prepared by _____ dated _____, which identified the following specific geologic hazard on the property: _____. A copy of said report has been placed within file # _____ or within the subdivision file _____ of the City of Colorado Springs Planning and Development Team. Contact the Planning and Development Team, 30 South Nevada Avenue, Suite 105, Colorado Springs, CO, if you would like to review said report."

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



HOME2 SUITES HOTEL
LOT 1, BARNES CENTER FILING NO. 2
PROJECT STATEMENT
April, 2022

Shree Sumukh Hospitality LLC is requesting City of Colorado Springs approval of a Development Plan for a proposed Home2 Suites Hotel on the 2.4-acre site to be platted as Lot 1, Barnes Center Filing No. 2. The property is located north of Barnes Road along the west side of Integrity Center Point. The project consists of a 4-story, 105-room hotel with associated parking and site improvements. Access to the site will be provided by driveway connections to Integrity Center Point along the east boundary of the site.

Based on the significant elevation change across the site, the Development Plan application includes a nonuse variance request for retaining walls in excess of 6-feet within the building setback area along the perimeter of the site (maximum retaining wall heights of 10 feet proposed). The proposed retaining walls along the north side of the property will decrease the visual impact of the new hotel from the adjoining residential areas northwest. The proposed retaining walls along the southwest side of the property adjoin the Hampton Inn property, which is under construction by the same ownership group as this site. A similar nonuse variance for setback issues was granted for the adjoining Hampton Inn project (AR NV 18-00572).

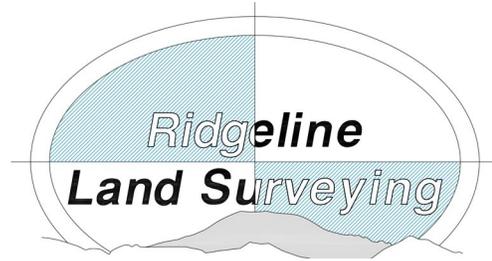
The nonuse variance request also includes placement of the trash enclosure within the building setback area (3.9 feet from the northwest property line), and placement of the canopy over the back patio within the building setback (19.3 feet from the west boundary). The requested nonuse variance items are required due to site layout and topographic constraints. Based on the existing topography generally descending southeasterly towards Integrity Center Point, the impact of the requested setback variances will be minimal.

Administrative relief is requested for the proposed height of the tower element of the building. The requested administrative relief is for a proposed 55'-5" tower element, with a typical building parapet height of 50'6" and roof deck height of 47'0", where 50' is the maximum building height allowed. Administrative relief is justified based on the following criteria (City Code Section 7.5.1102):

- A. Relief of the building height criteria allows for reasonable use of this property in accordance with the Hilton prototype design standards for the Home2 Suites building.
- B. The intent of the Zoning Code and specific building height regulations is preserved.

- C. Granting of administrative relief will not adversely impact surrounding properties; a similar administrative relief was granted for the adjoining Hampton Inn project (AR R 18-00722).
- D. Granting of this administrative relief will not have any impact on the number of dwelling units on the parcel.

In summary, the proposed Home2 Suites Hotel is a permitted use within the existing Planned Business Center (PBC) zoning of this site. The proposed hotel project will be a benefit to the economic development of the City of Colorado Springs, the project is consistent with the existing property zoning, and the project complements the surrounding development in this area.



4345 Beverly Street, Unit C
Colorado Springs, CO 80918
719-238-2917

LEGAL DESCRIPTION -BARNES CENTER FILING NO.2:

A PORTION OF TRACT 15 AND TRACT 16 OF A VACATION PLAT OF A PORTION OF SADDLEBACK ESTATES LOCATED IN A PORTION OF SECTION 24 AND SECTION 25 BOTH IN TOWNSHIP 13 SOUTH, RANGE 66 WEST OF THE 6TH P.M., IN THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF TRACT AS PLATTED IN BARNES CENTER FILING NO. 1 RECORDED ON DECEMBER 9, 2014 UNDER RECEPTION NO. 214713559, IN THE RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT BEING ON THE NORTHERLY BOUNDARY OF TRACT 6, SADDLEBACK ESTATES (NOW VACATED ACCORDING TO A VACATION PLAT OF A PORTION OF SADDLEBACK ESTATES RECORDED IN PLAT BOOK Y-3 AT PAGE 142) SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE N53°17'21"W, ON THE NORTHERLY BOUNDARY OF SAID TRACT 6, A DISTANCE OF 183.14 FEET TO THE MOST NORTHERLY CORNER OF SAID TRACT 6 BEING ALSO THE SOUTHEASTERLY CORNER OF TRACT 7 AS PLATTED IN SAID SADDLEBACK ESTATES (NOW VACATED ACCORDING TO A VACATION PLAT OF A PORTION OF SADDLEBACK ESTATES RECORDED IN PLAT BOOK Y-3 AT PAGE 142);

THENCE 36°49'27"W ON THE EASTERLY BOUNDARY OF SAID TRACT 7, A DISTANCE OF 262.29 FEET TO AN ANGLE POINT IN THE BOUNDARY OF SAID TRACT 7;

THENCE N00°09'29"W, ON THE EASTERLY BOUNDARY OF SAID TRACT 7 AND THE EASTERLY BOUNDARY OF TRACT 8 AS PLATTED IN SADDLEBACK ESTATES RECORDED IN PLAT BOOK L-2 AT PAGE 81, A DISTANCE OF 101.19 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF TRACT A, BARNES CENTER APARTMENTS FILING NO. 2

RECORDER AT RECEPTION NO. 217714788 IN THE RECORDS OF SAID EL PASO COUNTY;

THENCE N44°40'57"E, ON SAID SOUTHEASTERLY LINE, A DISTANCE OF 168.17 FEET, TO A POINT ON CURVE, SAID POINT BEING ON THE WESTERLY BOUNDARY OF TRACT C AS PLATTED IN SAID BARNES CENTER APARTMENT FILING NO.1;

THENCE ON SAID WESTERLY BOUNDARY OF TRACT C, THE FOLLOWING (6) SIX COURSES:

1. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N44°40'57"E, HAVING A DELTA OF 11°03'31", A RADIUS OF 220.00 FEET AND A DISTANCE OF 42.26 FEET TO A POINT OF TANGENT;
2. S56°22'35"E, A DISTANCE OF 10.00 FEET;
3. S33°37'25"W, A DISTANCE OF 5.00 FEET;
4. S56°22'35"E, A DISTANCE OF 96.41 FEET TO A POINT OF CURVE;
5. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 55°38'09", A RADIUS OF 175.00 FEET AND A DISTANCE OF 169.93 FEET TO A POINT OF TANGENT;

6. S00°44'25"E, A DISTANCE OF 101.82 FEET TO THE SOUTHWESTERLY CORNER OF SAID TRACT B, SAID POINT BEING THE NORTHWESTERLY CORNER OF SAID TRACT A, BARNES CENTER FILING NO. 1;

THENCE ON THE WESTERLY BOUNDARY OF SAID TRACT A, AS PLATTED IN BARNES CENTER FILING NO. 1, THE FOLLOWING (3) COURSES:

1. S00°44'25"E, A DISTANCE OF 129.32 FEET (PLATTED 129.35) TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 16°10'57", A RADIUS OF 175.00 FEET AND A DISTANCE OF 49.43 FEET TO A POINT OF TANGENT;
3. S15°26'32"W, A DISTANCE OF 27.91 FEET TO THE POINT OF BEGINNING.

PLAT CONTAINS 105,391 SQ. FT. OR 2.419 ACRES OF LAND MORE OR LESS.



El Paso County, Colorado

MARK LOWDERMAN, TREASURER

DATE January 8, 2022

PROPERTY TAX STATEMENT
TAXES FOR 2021 DUE 2022

TYPE OF PROPERTY
REAL PROPERTY

732

SCHEDULE (ACCOUNT) NUMBER
63251-06-039

PROPERTY LOCATION
0 POWERS BLVD N

PROPERTY DESCRIPTION

TR IN SEC 25-13-66 DESC AS FOLS:
COM AT THE MOST WLY COR OF TR A
AS PLATTED IN BARNES CENTER FIL.
NO. 1, SD PT BEING ON THE NLY
BDRY OF TR 6, SADDLEBACK
ESTATES, NOW VACATED, SD PT
BEING THE POB; TH N53-17-21W
183.14 FT, TH N36-49-27W 262.29
FT, TH N00-09-29W 101.19 FT, TH
*** DESCRIPTION INCOMPLETE ***



63251-06-039
SHREE SUMUKH HOSPITALITY
1381 W FAIRWAY DR
GULF SHORES AL 36542

Table with columns: TAX DISTRICT, FBZ, ACTUAL VALUE, ASSESSED VALUE, TAX RATE, TAX AUTHORITY, TAX AMOUNT. Includes total tax rate of 0.099762 and total taxes payable of \$12,357.19.

202263251060390160000000000000006178594

NOTE: Tax bills must be mailed to the property owner. If you have a mortgage, check with them before paying your taxes.



EL PASO COUNTY, COLORADO
2ND HALF - DUE JUNE 15, 2022
NO SECOND HALF STATEMENT WILL BE MAILED

TO PAY ON-LINE OR VIEW YOUR ACCOUNT:
HTTP://TREASURER.ELPASOCO.COM

MAKE CHECKS PAYABLE TO:
EL PASO COUNTY TREASURER

MAIL PAYMENT TO:
EL PASO COUNTY TREASURER
P.O. BOX 2018
COLO. SPGS., CO 80901-2018

TELEPHONE 719-520-7900
e-mail: trsweb@elpasoco.com
Office Location:

1675 Garden of the Gods Rd,
Suite 2100, Colo. Spgs., CO 80907
YOUR SCHOOL DISTRICT GENERAL FUND
TAX RATE IS 0.041889
ABSENT STATE AID, IT WOULD HAVE
BEEN 0.076632

2022

SCHEDULE NUMBER 63251-06-039
OWNER'S NAME SHREE SUMUKH HOSPITALITY
SECOND HALF AMOUNT DUE BY 6-15-2022 \$ 6,178.59
Do you have a mortgage? Check with them before paying your taxes.
Include a stamped, self-addressed envelope for a printed receipt.

20226325106039016000061786000012357192



EL PASO COUNTY, COLORADO
1ST HALF - DUE FEBRUARY 28, 2022 OR
FULL TAX - DUE MAY 2, 2022

2022

SCHEDULE NUMBER 63251-06-039
OWNER'S NAME SHREE SUMUKH HOSPITALITY
FIRST HALF AMOUNT DUE BY 2-28-2022 \$ 6,178.60
FULL AMOUNT DUE BY 5-2-2022 \$ 12,357.19
Do you have a mortgage? Check with them before paying your taxes.
Include a stamped, self-addressed envelope for a printed receipt.

ADDRESS CHANGE INFORMATION-
SEE REVERSE SIDE



LAND TITLE GUARANTEE COMPANY

Date: October 05, 2020

Subject: Attached Title Policy SHREE SUMUKH HOSPITALITY, A LIMITED LIABILITY COMPANY, A COLORADO LIMITED LIABILITY COMPANY for NORTH POWERS BOULEVARD, COLORADO SPRINGS, CO 80917

Enclosed please find the Owner's Title Insurance Policy for your purchase of the property listed above.

This title policy is the final step in your real estate transaction, and we want to take a moment to remind you of its importance. Please review all information in this document carefully and be sure to safeguard this policy along with your other legal documents.

Your owner's policy insures you as long as you own the property and requires no additional premium payments.

Please feel free to contact any member of our staff if you have questions or concerns regarding your policy, or you may contact Final Policy Team at (303) 850-4158 or finals@ltgc.com

As a Colorado-owned and operated title company for over 50 years, with offices throughout the state, we take pride in serving our customers one transaction at a time. We sincerely appreciate your business and welcome the opportunity to assist you with any future real estate needs. Not only will Land Title be able to provide you with the title services quickly and professionally, but you may also be entitled to a discount on title premiums if you sell or refinance the property described in the enclosed policy.

Thank you for giving us the opportunity to work with you on this transaction. We look forward to serving you again in the future.

Sincerely,

Land Title Guarantee Company



OWNER'S POLICY OF TITLE INSURANCE

ANY NOTICE OF CLAIM AND ANY OTHER NOTICE OR STATEMENT IN WRITING REQUIRED TO BE GIVEN TO THE COMPANY UNDER THIS POLICY MUST BE GIVEN TO THE COMPANY AT THE ADDRESS SHOWN IN SECTION 18 OF THE CONDITIONS.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (the "Company"), insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the title; This covered Risk includes but is not limited to insurance against loss from
 - a. A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - b. The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A. The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

Issued by:

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

Craig B. Rants, Senior Vice President



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

By  President
Attest  Secretary

AMERICAN
LAND TITLE
ASSOCIATION



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (1)(a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5. (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- (2) Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- (3) Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- (4) Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- (5) Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
 - (2) if the grantee wholly owns the named Insured.
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "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, avenue, 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 insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A. "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be

liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligation to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in the subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons, Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim or loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law; The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum; Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 400 Second Avenue South, Minneapolis, Minnesota 55401 (612)371-1111.

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

This anti-fraud statement is affixed to and made a part of this policy.

Old Republic National Title Insurance Company
Schedule A

Order Number: SC55083124

Policy No.: OX55083124.2705512

Amount of Insurance: \$1,099,000.00

Property Address:

NORTH POWERS BOULEVARD, COLORADO SPRINGS, CO 80917

1. Policy Date:

September 04, 2020 at 11:22 A.M.

2. Name of Insured:

SHREE SUMUKH HOSPITALITY, A LIMITED LIABILITY COMPANY, A COLORADO LIMITED LIABILITY COMPANY

3. The estate or interest in the Land described in this Schedule and which is covered by this policy is:

A Fee Simple

4. Title to the estate or interest covered by this policy at the date is vested in:

SHREE SUMUKH HOSPITALITY, A LIMITED LIABILITY COMPANY, A COLORADO LIMITED LIABILITY COMPANY

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

TWO (2) PARCELS OF LAND BEING A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

THE SOUTHERLY BOUNDARY OF LOT 1 AS PLATTED IN BARNES CENTER FILING NO. 1 RECORDED UNDER RECEPTION NO. 214713559, RECORDS OF EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE EASTERLY END BY A 1-1/2" ALUMINUM SURVEYORS CAP STAMPED "CCES LLC PLS 30118" AND AT THE WESTERLY END BY A NAIL AND BRASS DISK STAMPED "RMLS", IS ASSUMED TO BEAR S89°11'59"W A DISTANCE OF 331.16 FEET.

PARCEL 1

COMMENCING AT THE MOST WESTERLY CORNER OF TRACT A AS PLATTED IN BARNES CENTER FILING NO. 1 RECORDED ON DECEMBER 9, 2014 UNDER RECEPTION NO. [214713559](#), IN THE RECORDS OF EL PASO COUNTY, COLORADO, SAID POINT BEING ON THE NORTHERLY BOUNDARY OF TRACT 6, SADDLEBACK ESTATES (NOW VACATED ACCORDING TO A VACATION PLAT OF A PORTION OF SADDLEBACK ESTATES RECORDED IN PLAT BOOK Y-3 AT PAGE 142) SAID POINT ALSO BEING THE POINT OF BEGINNING;

Old Republic National Title Insurance Company

Schedule A

THENCE N53°17'21"W, ON THE NORTHERLY BOUNDARY OF SAID TRACT 6, A DISTANCE OF 183.14 FEET TO THE MOST NORTHERLY CORNER OF SAID TRACT 6 BEING ALSO THE SOUTHEASTERLY CORNER OF TRACT 7 AS PLATTED IN SAID SADDLEBACK ESTATES (NOW VACATED ACCORDING TO A VACATION PLAT OF A PORTION OF SADDLEBACK ESTATES RECORDED IN PLAT BOOK Y-3 AT PAGE 142);

THENCE N36°49'27"W, ON THE EASTERLY BOUNDARY OF SAID TRACT 7, A DISTANCE OF 262.29 FEET TO AN ANGLE POINT IN THE BOUNDARY OF SAID TRACT 7;

THENCE N00°09'29"W, ON THE EASTERLY BOUNDARY OF SAID TRACT 7 AND THE EASTERLY BOUNDARY OF TRACT 8 AS PLATTED IN SADDLEBACK ESTATES RECORDED IN PLAT BOOK L-2 AT PAGE 81, A DISTANCE OF 101.19 FEET;

THENCE N44°40'57"E, A DISTANCE OF 168.17 FEET, TO A POINT ON CURVE, SAID POINT BEING ON THE WESTERLY BOUNDARY OF TRACT B AS PLATTED IN SAID BARNES CENTER APARTMENTS FILING NO. 1;

THENCE ON SAID WESTERLY BOUNDARY OF TRACT B, THE FOLLOWING (6) SIX COURSES:

1. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS N44°40'57"E, HAVING A DELTA OF 11°03'31", A RADIUS OF 220.00 FEET AND A DISTANCE OF 42.46 FEET TO A POINT OF TANGENT;
2. S56°22'35"E, A DISTANCE OF 10.00 FEET;
3. S33°37'25"W, A DISTANCE OF 5.00 FEET;
4. S56°22'35"E, A DISTANCE OF 96.41 FEET TO A POINT OF CURVE;
5. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 55°38'09", A RADIUS OF 175.00 FEET AND A DISTANCE OF 169.93 FEET TO A POINT OF TANGENT;
6. S00°44'25"E, A DISTANCE OF 101.82 FEET TO THE SOUTHWESTERLY CORNER OF SAID TRACT B, SAID POINT BE THE NORTHWESTERLY CORNER OF SAID TRACT A AS PLATTED IN BARNES CENTER FILING NO. 1;

THENCE ON THE WESTERLY BOUNDARY OF SAID TRACT A, AS PLATTED IN BARNES CENTER FILING NO. 1, THE FOLLOWING (3) THREE COURSES:

1. S00°44'25"E, A DISTANCE OF 129.32 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 16°10'57", A RADIUS OF 175.00 FEET AND A DISTANCE OF 49.43 FEET TO A POINT OF TANGENT;
3. S15°26'32"W, A DISTANCE OF 27.91 FEET TO THE POINT OF BEGINNING.

PARCEL 2

TRACT A, AS PLATTED IN BARNES CENTER FILING NO. 1 RECORDED UNDER RECEPTION NO, 214713559, RECORDS OF EL PASO COUNTY, COLORADO.

THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY DOUGLAS P. REINELT, PROFESSIONAL LAND SURVEYOR, FOR AND ON BEHALF OF CLASSIC CONSULTING, JOB NO. 2451.41-03.

Old Republic National Title Insurance Company

(Schedule B)

Order Number: SC55083124

Policy No.: OX55083124.2705512

This policy does not insure against loss or damage by reason of the following:

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**

ITEM NOS. 1 THROUGH 3 OF THE STANDARD EXCEPTIONS ARE HEREBY DELETED.

ITEM NO. 4 OF THE STANDARD EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL CONTRACTED FOR OR FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF P&B INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF SHREE SUMUKH HOSPITALITY, A LIMITED LIABILITY COMPANY, A COLORADO LIMITED LIABILITY COMPANY.

6. TAXES AND ASSESSMENTS FOR THE YEAR 2020 AND SUBSEQUENT YEARS.
7. RESERVATION OF MINERAL RIGHTS AS CONTAINED IN DEEDS RECORDED MARCH 18, 1916 IN BOOK 447 AT PAGE [384](#), MARCH 31, 1917 IN BOOK 569 AT PAGE [34](#) AND MARCH 2, 1920 IN BOOK 601 AT PAGE [524](#).
8. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW AS CONTAINED IN INSTRUMENT RECORDED JUNE 23, 1969, IN BOOK 2297 AT PAGE [79](#) AND AS AMENDED IN INSTRUMENT RECORDED JUNE 22, 1979, IN BOOK 3192 AT PAGE [38](#) AND AS AMENDED IN INSTRUMENT RECORDED NOVEMBER 25, 1981, IN BOOK 3506 AT PAGE [365](#) AND AS AMENDED IN INSTRUMENT RECORDED NOVEMBER 8, 2011 UNDER RECEPTION NO. [211110308](#) AND AS AMENDED IN INSTRUMENT RECORDED NOVEMBER 2, 2012 AT RECEPTION NO. [212130537](#), AND AS AMENDED IN INSTRUMENT RECORDED DECEMBER 17, 2013 AT RECEPTION NO. [213148456](#).
9. RIGHT OF PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED IN BOOK K AT PAGE 49 (1874) AND RERECORDED NOVEMBER 22, 2011 UNDER RECEPTION NO. [211115733](#).
10. TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION AGREEMENT RECORDED DECEMBER 30, 1985 IN BOOK 5107 AT PAGE [1190](#). ANNEXATION ORDINANCE RECORDED DECEMBER 30, 1985 IN BOOK 5107 AT PAGE [1226](#). ANNEXATION PLAT RECORDED DECEMBER 30, 1985 UNDER RECEPTION NO. [1340063](#).

Old Republic National Title Insurance Company

(Schedule B)

Order Number: SC55083124

Policy No.: OX55083124.2705512

11. TERMS, CONDITIONS AND PROVISIONS OF DECLARATION OF ACCESS EASEMENT RECORDED JANUARY 09, 2001 AT RECEPTION NO. [201003135](#).
12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT AGREEMENT RECORDED SEPTEMBER 14, 2006 UNDER RECEPTION NO. [206136495](#) AND ANY LOSS OR DAMAGE RELATED TO THE FAILURES OF THE PARTIES TO SAID EASEMENT AGREEMENT TO ESTABLISH THE RESPECTIVE OBLIGATIONS AND BURDENS IN REGARDS TO SHARED MAINTENANCE, REPAIR AND REPLACEMENT OF THE SHARED ACCESS AS BETWEEN THE BENEFITED AND BURDENED PROPERTIES.
13. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN TEMPORARY CONSTRUCTION EASEMENT RECORDED NOVEMBER 07, 2014 UNDER RECEPTION NO. [214102918](#).
14. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF PERMANENT MUNICIPAL DRAINAGE IMPROVEMENTS EASEMENT RECORDED NOVEMBER 25, 2014 UNDER RECEPTION NO. [214108710](#).
15. TERMS, CONDITIONS AND PROVISIONS OF DECLARATION OF USE RESTRICTIONS RECORDED DECEMBER 12, 2014 AT RECEPTION NO. [214114428](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN COVENANTS, CONDITIONS AND RESTRICTIONS OF BARNES CENTER AT HIGH CHAPARRAL RECORDED DECEMBER 12, 2014 UNDER RECEPTION NO. [214114387](#).
17. THE COMPANY ASSUMES NO LIABILITY FOR LOSS OR DAMAGE WHICH MAY ARISE FROM A VIOLATION OF ANY LOCAL SUBDIVISION ORDINANCES. NOTE: THE COMPANY WOULD CONSIDER DELETING THIS EXCEPTION UPON FINDING OF RECORD A LEGALLY SUFFICIENT PLAT/REPLAT OF THE SUBJECT PROPERTY.
18. DEED OF TRUST DATED SEPTEMBER 01, 2020, FROM SHREE SUMUKH HOSPITALITY, A LIMITED LIABILITY COMPANY, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF EL PASO COUNTY, COLORADO FOR THE USE OF P & B INVESTMENTS, LLC TO SECURE THE SUM OF \$1,039,000.00 RECORDED SEPTEMBER 04, 2020, UNDER RECEPTION NO. [220137580](#).



PRE-APPLICATION MEETING SUMMARY

Area: Central Date: 11/17/21

Pre-Application No.: 11074131

Applicant(s) Present: John Schwab and Team

Lot Size: 2.47 acres

Site Location: 4421 Integrity Center Point

TSN: 6325106039

Project Description: Hotel

Zone: PBC 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 checked="" 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 checked="" 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: Pre-Application Stage Internal Review Stage Public Hearing Stage
Note: Applicant will be required to pay for postage at time of poster pick-up. Postcard Poster No Public Notice Required
 Buffer Distance: 150 ft. 500 ft. 1,000 ft. Custom distance: _____

ADDITIONAL STUDIES/MATERIALS TO BE SUBMITTED WITH APPLICATION:

<input checked="" type="checkbox"/> Geo-Hazard Report	<input checked="" type="checkbox"/> Traffic Impact Analysis	<input checked="" type="checkbox"/> Drainage Report
Contact: <u>Patrick Morris, 719-385-5075</u> <input checked="" type="checkbox"/>	Contact: <u>Zaker Alazzeh, 719-385-5468</u> <input checked="" type="checkbox"/>	Contact: <u>SWENT</u> <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> Hydraulic Grade Line	<input checked="" type="checkbox"/> Wastewater Master Facility Report	<input type="checkbox"/> Land Suitability Analysis
<input checked="" type="checkbox"/> Elevation Drawings	<input type="checkbox"/> Mineral Estate Owner Notification	<input checked="" type="checkbox"/> Other: <u>Daniel Gould, LSA</u>

LDTC 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 is proposing a 105 unit, 4-story hotel - permitted use in the PBC zone district. Entitlement requires Development Plan and Final Plat (non-platted parcel) both administratively reviewed. PBC development standards: FY, RY, SY setbacks 25 ' ; 45 ' max bldg. height; landscape setback: 10 ' from Integrity Center Pt. Buffering & screening will be required per Landscape Code/Policy Manual between non-residential and residential uses: 15' from property boundary - opaque fencing will be required. Off-street parking for hotel - 1 space per 1 guestroom or suite plus 1 space per 200 square feet of restaurant space plus 1 space per 8 seats of meeting space. The applicant will request a non-use variance (City Code Section 7.5.802) for encroachment into the rear setback for a dumpster enclosure, and administrative relief (City Code Section 7.5.1102) to allow an increase the height of a decorative element beyond the max allowable building height. Refer to City Code Section 7.4.102(C)(2) (Height Exception). Contact Patrick Morris to determine if a Geologic Hazard Waiver is sufficient or a full geologic report (719-385-5075). Contact Zaker Alazzeh (719-385-5468) or Brian Shevock (719-385-7620) with Traffic Engineering with questions pertaining to trip generation analysis. Contact Colorado Springs Utilities (719-668-8111) for public utility questions. Contact SWENT (Stormwater Enterprise, 719-385-5980) regarding drainage report requirements. A neighborhood meeting is not anticipated to be needed at this time but depending on the level of public comments and interest a meeting may be requested by City Planning staff. Please coordinate with Planning staff setup dropbox prior to a formal 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: \$5,258.00

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

Tamara Baxter

Senior Planner
Land Use Review
Planning & Community Development

50 S. Nevada Avenue, Suite 701 Phone: (719) 385-5621
P.O. Box 1575, MC 715 Fax: (719) 385-5167
Colorado Springs, CO 80901-1575 tamara.baxter@coloradosprings.gov

PLANNING & DEVELOPMENT DEPARTMENT
Project Notification Information

Date: May 3, 2022

Planner: Tamara Baxter

Planner email: Tamara.Baxter@coloradosprings.gov

Planner phone number: (719) 385-5621

Applicant Email: john@jpsengr.com

Applicant Name: John Schwab

TSN: 6325106039

Site Address (to be used on postcard): North of Barnes Road along west side of Integrity Center Point

PROJECT: Home2Suite

<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: Postcard and Poster

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.

Development Plan

Request by Shree Sumukh Hospitality LLC, with representation by JPS Engineering, Inc., for approval of a development plan for the Home2 Suites Hotel project. If approved the proposed application would allow for a 4-story, 105 room hotel with associated site improvements. The site is zoned PBC/AO (Planned Business Center with Airport Overlay), is 2.4 acres in size, and is located north of Barnes Road along the west side of Integrity Center Point.

Nonuse Variance – Ornamental Feature Exemption

Request by Shree Sumukh Hospitality LLC, with representation by JPS Engineering, Inc., for approval of a nonuse variance to City Code Section 7.4.102(C)(2)-General Standards for the Home2 Suites Hotel project. The variance request would allow for a height limitation for ornamental features consisting of 7 feet 6 inches where up to 5 feet is allowed. The site is zoned PBC/AO (Planned Business Center with Airport Overlay), is 2.4 acres in size, and is located north of Barnes Road along the west side of Integrity Center Point.

Nonuse Variance – Placement of Retaining Wall great than 6 feet in height

Request by Shree Sumukh Hospitality LLC, with representation by JPS Engineering, Inc., for approval of a nonuse variance to City Code Section 7.4.102(A)-General Standards for the Home2 Suites Hotel project. The variance request would allow for various placement of retaining walls more than 6 feet in height to be located no closer than 4 feet from property boundary. The site is zoned PBC/AO (Planned Business Center with Airport Overlay), is 2.4 acres in size, and is located north of Barnes Road along the west side of Integrity Center Point.

[Type text]

Nonuse Variance – Placement of Storage and Dumpster Enclosure

Request by Shree Sumukh Hospitality LLC, with representation by JPS Engineering, Inc., for approval of a nonuse variance to City Code Section 7.3.204-Development Standards for commercial zone district for the Home2 Suites Hotel project. The variance request would allow for the placement of a storage and dumpster enclosure no closer than 4 feet from property boundary where 25 feet is required per Code. The site is zoned PBC/AO (Planned Business Center with Airport Overlay), is 2.4 acres in size, and is located north of Barnes Road along the west side of Integrity Center Point.

Nonuse Variance – Attached pergola setback reduction

Request by Shree Sumukh Hospitality LLC, with representation by JPS Engineering, Inc., for approval of a nonuse variance to City Code Section 7.3.204-Development Standards for commercial zone district for the Home2 Suites Hotel project. The variance request would allow for the reduction of the building setback to no more than 4 feet to accommodate an attached pergola along the southwest corner of the hotel where 25 feet is required per City Code. The site is zoned PBC/AO (Planned Business Center with Airport Overlay), is 2.4 acres in size, and is located north of Barnes Road along the west side of Integrity Center Point.

Administrative Relief

Request by Shree Sumukh Hospitality LLC, with representation by JPS Engineering, Inc., for approval of an Administrative Relief to City Code Section 7.3.204-Development Standards for commercial zone district for the Home2 Suites Hotel project. If approved the administrative relief would allow an increased building height of 47 feet where the maximum allowed is 45 feet. The site is zoned PBC/AO (Planned Business Center with Airport Overlay), is 2.4 acres in size, and is located north of Barnes Road along the west side of Integrity Center Point.

Final Plat

Request by Shree Sumukh Hospitality LLC, with representation by JPS Engineering, Inc, for approval of a Final Subdivision Plat for Barnes Center Filing No. 2. If approved, the proposed application would allow for platting of 2.4 acres of unplatted land into one lot under Barnes Center Filing No. 2. The site is zoned PBC/AO (Planned Business Center with Airport Overlay), is 2.4 acres in size, and is located north of Barnes Road along the west side of Integrity Center Point.

POSTCARD

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

- This project proposes a 4-story, 105 room hotel and associated site improvements.
- Platting of 2.4 acres of unplatted land into one lot.
- Variances for various placement of retaining walls, storage/dumpster enclosure and extension of principle structure for a pergola.

POSTER

Fill out applicable information below.

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

A Development Plan and Final Plat for a Hotel.

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

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

Planner Intake Date: **4/22/22 (Tamara Baxter)**

Admin Receive Date: **[4/27/22]**

Project Name: **Barnes Center Filing No 2**

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

2. Date bucksliip comments are due (21 calendar days after submittal): **May 18, 2022**

3. HOA: # Barnes Center Property Owners Association LLC (#172)

4. STANDARD DISTRIBUTION:

Include all standard distribution recipients shown below (or individually check boxes below)

ID#	Division Name	Email/Distribution Notes
3	<input type="checkbox"/> CONO	landusenotice@cscono.org
85	<input type="checkbox"/> Utilities Development Services	Bucksliips@csu.org
9	<input type="checkbox"/> Fire Department	CSFDDevelopmentSMB@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	Bucksliips@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 Melody.Horbach@coloradosprings.gov
23	<input type="checkbox"/> Enumerations	addressing@pprbd.org

29	<input type="checkbox"/> Flood Plain	Keith@pprbd.org
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 Michael.Hensley@coloradosprings.gov Chris.Howard@coloradosprings.gov Shaun.Lucero@coloradosprings.gov
98	<input type="checkbox"/> USPS	Elaine.f.kelly@usps.gov Oreta.j.minnard@usps.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 Justins_Fejeran@comcast.com WSTMWR_MDSubmissions@comcast.com
92	<input type="checkbox"/> Forestry	Jeff.Cooper@coloradosprings.gov Alison.Munroe@coloradosprings.gov
56	<input type="checkbox"/> PlanCOS	PlanCOS@coloradosprings.gov

5. SCHOOL DISTRICT:

ID#	Division Name	Email/Distribution Notes
	<input checked="" type="checkbox"/> None	
36	<input type="checkbox"/> School District # 2	sbecker@hsd2.org lschroder@hsd2.org
68	<input type="checkbox"/> School District # 3	gishd@wsd3.org
37	<input type="checkbox"/> School District # 11	TERRY.SEAMAN@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 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 Kim.van_Treadway@us.af.mil 21CES.CENB.BaseDevelopments@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 POPERT, PAUL E GS-11 USSF SPOC 21 CES/CENB < paul.poppert@spaceforce.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 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 Tyler.Handman@coloradosprings.gov

63	<input 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	falconfire@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 checked="" type="checkbox"/> Metro District	Barnes Center Metro District
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, Shawna Lippert – Economic Development	Bob.Cope@coloradosprings.gov Sherry.Hoffman@coloradosprings.gov Shawna.Lippert@coloradosprings.gov

8. LAND USE REVIEW:

Hard Copy Full sized plans

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

Special notes or instructions: