



**GENERAL APPLICATION FORM**

Project Name: Kettle Creek North Development Plan Existing Zone: PUD Acreage: 6.72  
 Site Address: NA Direction from Nearest Street Intersection: North of Thunder Mountain Ave., East of Powers Blvd.  
 Tax Schedule Number(s): 6200000612

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

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

**PROPERTY OWNER AND/OR APPLICANT/CONSULTANT ACKNOWLEDGEMENT OF RESPONSIBILITIES:**

The signature(s) hereby certify that the statements made by myself and constituting part of this application are true and correct. I am fully aware that any misrepresentation of any information on this application may be grounds for denial of this application. I agree that if this request is approved, it is issued on the representations made in this submittal, and any approval or subsequently issued building permit(s) or other type of permit(s) may be revoked without notice if there is a breach of representations or conditions of approval. The applicant/owner by his or her signature understands and agrees that he or she is responsible for the completion of all on-site and off-site improvements as shown and approved on the final plan (including landscaping, paving, lighting, etc.) prior to receiving a Certificate of Occupancy.

Signature of Property Owner: Dean Venezia Date: 4.5.20 Signature of Consultant: John Maynard Date: 5/5/20  
 Signature of Developer: \_\_\_\_\_ Date: \_\_\_\_\_

**APPLICANT CONTACT INFORMATION (please print or type)**

Property Owner: Jovenchi I LLC Contact Name: Dean Venezia  
 E-Mail: dean@vintagedev.com Phone: (719) 528-5000  
 Developer: Same Contact Name: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Consultant/Main Contact name: John Maynard Phone: (719) 471-0073  
 Address: 619 N. Cascade St 200 City: Colorado Springs  
 State: CO Zip Code: 80903 E-Mail: jmaynard@nescolorado.com

**PLANNER AUTHORIZATION: (CITY USE ONLY)**

Checklists  Distribution Form  Project Blurb  E-mail to Admin. Initial Review Level:  AR  CPC  DRB  HP  
 Payment \$ \_\_\_\_\_ Assigned to: \_\_\_\_\_ Date: \_\_\_\_\_  
 Receipt No.: \_\_\_\_\_ City File No: AR FP 20-00539



# 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"/> <b>General Development Application Form</b>	<input type="checkbox"/>
1 copy of a <b>Project Statement</b> identifying the following: <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1. A clear description of the proposed plat. If public easements dedicated by plat to the City are to be vacated as part of the request, indicate this within the project statement letter;</li> <li><input type="checkbox"/> 2. A justification based on the review criteria addressing why the proposed plat should be approved; and</li> <li><input type="checkbox"/> 3. An issue list stating how each of the pre-application issues, as communicated to the applicant/owner by the reviewing planner, has been addressed in the proposed subdivision plat.</li> </ul>	<input type="checkbox"/>
<input checked="" type="checkbox"/> 1 copy of a <b>Final Plat</b> showing all "Plan Contents" below	<input type="checkbox"/>
<input checked="" type="checkbox"/> All plans, documents, and reports uploaded to <b>Dropbox folder</b> (Planner to send folder invite through email)	<input type="checkbox"/>
<input checked="" type="checkbox"/> A <b>legal description</b> of the proposed project	<input type="checkbox"/>
<input checked="" type="checkbox"/> 2 copies of a <b>Geologic Hazard Report</b> or <b>Waiver</b>	<input type="checkbox"/>
<input checked="" type="checkbox"/> 2 copies of a <b>Drainage Study</b>	<input type="checkbox"/>
<input checked="" type="checkbox"/> 2 copies of a <b>Traffic Impact Analysis</b>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Submittal of the <b>Wastewater Facilities Master Report</b> to Colorado Springs Utilities (CSU) Email completed form and map to <a href="mailto:wwmasterplansubmit@csu.org">wwmasterplansubmit@csu.org</a> prior to application submittal.	<input type="checkbox"/>

**SUBMITTAL CHECKLIST:** *Continued from previous page.*

Applicant

Planner

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

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

**General Information**

- Name of subdivision at the top of the sheet, followed by a subtitle identifying the Section, Township and Range along with City, County and State.
- Sheet Size shall be 24" x 36" including 1/2" border with 'landscape' orientation.
- Indication of standardized scale, both fractional and bar (i.e. 1" = 20')
- North arrow
- Vicinity Map (does not have to be to scale). A vicinity location necessary to locate the tract.
- Date of preparation of the plat
- Legal Description of the overall boundary of the subdivision with acreage. All courses on the legal shall be shown and labeled on the plat drawing.
- Easement statement of standard easements as required on all, side rear and front lots lines. as well as site triangle easements.
- Dedication Statements. Statements of land to be dedicated to the City for parks, playgrounds or other public uses, grants of easements and dedication of public streets and alleys to the City.

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

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

- All plats with public streets shall have the following sentence in the dedication statement:**  
*"All public streets are hereby dedicated to the City of Colorado Springs for public use."*

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

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

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

- Statement of ownership and acknowledgement. The notarized signature of the owner is required.
- Statement of mortgagee and acknowledgement. The signature of the mortgagee, if any, consenting to the dedication is required

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

- "No building permits shall be issued for building sites within this plat until all required fees have been paid and all required public and private improvements have been installed as specified by the City of Colorado Springs or alternatively until acceptable assurances including but not limited to letters of credit cash subdivision bonds or combinations thereof guaranteeing the completion of all required public improvements including, but not limited to, drainage, street and erosion control have been placed on file with the City of Colorado Springs."
- Notary Statement. Acknowledgement of the execution of the plat before a notary public.

Applicant

Planner

**Access Provisions:**

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

Fee block (drainage, bridge, school and park)

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

- a. City Engineer  c. City Clerk
- b. City Planning Director  d. El Paso County Clerk and Recorder

Layout. **The exact layout including:**

**Boundary Lines**

The subdivision boundary will be clearly distinguishable from other maplines by use of a distinct line type and/or thickness. All lines will be labeled with bearing and distance, and all curves will be labeled with a central angle (delta), radius and arc

- length. Radial bearings and/or chord bearings will be provided for all non-tangent curves. All dimensions to be determined by accurate field survey which must balance and close within a limit of 1 in 5,000. Show adjacent and/or intersecting plat/deed lines and label appropriately to include recording information (Book and Page and/or Reception Number).

**Streets**

All street right-of-ways defined by the plat will be clearly distinguishable from other map lines by use of a distinct line type and/or thickness. All lines will be labeled with a complete bearing and distance, and all curves will be labeled with a central angle (delta), radius and arc length. Radial bearings and/or chord bearings will be provided for all non-tangent curves. Widths shall be labeled from each right-of-way line normal to the corresponding street centerline. All street centerlines defined by the plat will be clearly distinguishable from other map lines by use of distinct line type and/or thickness. All lines will be labeled with a complete bearing and distance and all curves will be labeled with a central angle (delta), radius and arc length. Radial bearings and/or chord bearings will be provided for all non-tangent curves. The plat shall show the right-of-way lines, widths, locations and street names of all existing and proposed public or private streets:

- (1) Within the proposed subdivision, and
- (2) Immediately abutting the proposed subdivision, and
- (3) Any private street shall include the designation "(private)" immediately following street name; any other Private right of way that is not named shall include the designation "(private)" in a manner that clearly conveys such a status.

**Easements**

All easements as required by City Utilities, the City Engineer and other public and quasi-public agencies. Said easements shall be clearly labeled to include with, use and identification as public or private, if necessary. Tie to property lines and annotate with bearings and distances as necessary. Clearly show and label all existing easements, to include width and recording information, that cross, abut or are located within the subdivision boundary.

**Lots and Blocks**

- All lines of lots, blocks and other parcels of land defined by the plat will be clearly distinguishable from other map lines by use of a distinct line type and/or thickness. All lines will be labeled with a complete bearing and distance and all curves will be labeled with a radius and arc length. Lots must close to 1 in 5,000.

**Identification System**

- All lots and blocks in the subdivision shall be numbered, beginning with the numeral "1" and continuing consecutively throughout the tract, with no omissions or duplications. All tracts shall be likewise labeled beginning with the letter 'A'. Lots and tracts shall be labeled with the area of the lot or tract.

Whenever a plat drawing spans multiple sheets, clear and well-labeled match lines and a keymap shall be included on each sheet. Labels will be of the nature "See Sheet \_\_\_ of \_\_\_". Duplicate street names, widths, lot numbers, tract names, easement labeling or any such labeling when any feature is shown on multiple sheets.

Use leader lines whenever a dimension is not clearly and unmistakably associated with a given line, line segment or arc.

All line annotation and all other text will be easily and clearly readable. No text shall overwrite other text or be overwritten by map lines.

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

**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-waysthat intersect the subdivision boundary or are adjacent to said boundary lines shall be clearly labeled with the street name, right-of-way width and appropriate deed or plat recording information where in said right-of-way is defined. Show and label all existing lots and blocks that are immediately adjacent to the subdivision boundary.

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

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

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

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

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

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

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

~~N/A~~  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."

# Project Statement

## Kettle Creek North Development Plan

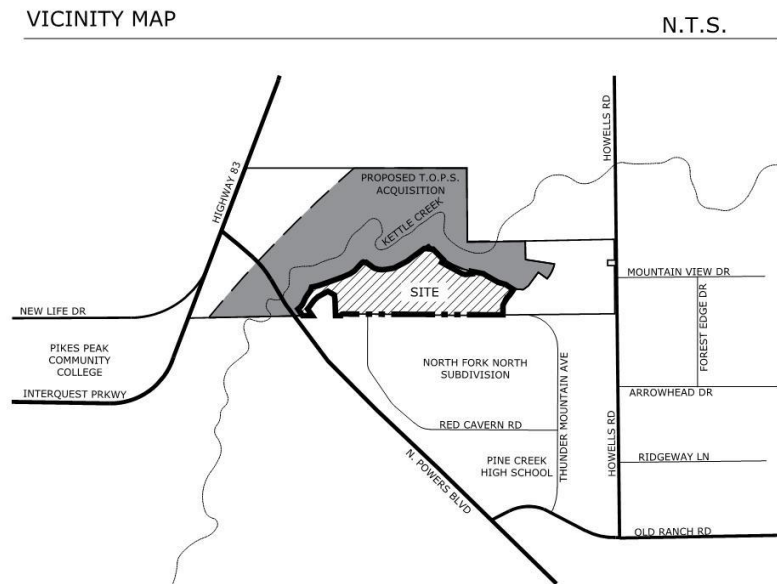
July 2020

### Request

1. PUD Development Plan for 61.72Acres
2. Final Plat for Phase One consisting of 76 lots on approximately 21.5 acres

### Location

Kettle Creek North is located within the northern portion of the Briargate Master Plan. It is bounded on the south by the Northfork subdivision, currently under development. The north boundary is the Kettle Creek Open Space currently under review for acquisition by the city TOPS program. The western boundary is Powers Boulevard and a detention pond that is being jointly constructed by the Northfork development and the applicant.



Site access will be from Thunder Mountain Avenue. Intersection locations on Thunder Mountain have been established by the North Fork development and will be utilized by this project. No other access is available to this site due to topographic, environmental, and access restriction (Powers Boulevard) constraints.

### **Justification**

The Kettle Creek North Development Plan is consistent with The PUD zoning and Concept Plan approved for this site. The following review criteria have been met as described below.

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

***Yes. Proposed land use and lot sizes are similar to those found to the south. Access has been jointly designed with the adjacent North Fork subdivision.***

2. Will the proposed land uses be compatible with the surrounding neighborhood? Will the proposed development overburden the capacities of existing streets, utilities, parks, schools and other public facilities? ***Yes. Proposed land use and lot sizes are similar to those found to the south. Review of public facilities serving this subdivision were approved with the zoning.***

3. Will the structures be located to minimize the impact of their use and bulk on adjacent properties? ***Yes. This is a single family subdivision with setbacks and height similar to adjacent existing and developing homes in the North Fork Subdivision.***

4. Will landscaping, berms, fences and/or walls be provided to buffer the site from undesirable views, noise, lighting or other off-site negative influences and to buffer adjacent properties from the negative influences that may be created by the proposed development? ***This criterion does not apply to this subdivision.***

5. Will vehicular access from the project to the streets outside the project be combined, limited, located, designed and controlled to channel traffic to and from such areas conveniently and safely and in such a manner which minimizes traffic friction, noise and pollution and promotes free traffic flow without excessive interruption? ***Yes. Nine points of access to the adjacent collector street (Thunder Mountain Avenue) are provided.***

6. Will all the streets and drives provide logical, safe and convenient vehicular access to the facilities within the project? ***Yes. Street design promotes connectivity.***

7. Will streets and drives within the project area be connected to streets outside the project area in such a way that discourages their use by through traffic? ***Yes. No streets provide access to areas outside of this subdivision which is bounded on the north by open space.***



8. Will adequately sized parking areas be located throughout the project to provide safe and convenient access to specific facilities? **Yes. Each home will have a minimum two car garage.**

9. Will safe and convenient provision for the access and movement of handicapped persons and parking of vehicles for the handicapped be accommodated in the project design? **Yes. Home buyers with a handicap will have home access designed to fit their specific needs.**

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

11. Will pedestrian walkways be functionally separated from vehicular traffic and landscaped to accomplish this? Will pedestrian walkways be designed and located in combination with other easements that are not used by motor vehicles? **All streets are public and will have sidewalks per city Code.**

12. Does the design encourage the preservation of significant natural features such as healthy vegetation, drainage channels, steep slopes and rock outcroppings? Are these significant natural features incorporated into the project design? **Yes. Significant natural features have been excluded from the subdivision. Adjacent natural areas will be preserved by potential TOPS acquisition.**



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

**EXHIBIT A**

**LEGAL DESCRIPTION: KETTLE CREEK NORTH FILING NO. 1**

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 21 AND THE NORTH HALF OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: A PORTION OF THE NORTHERLY BOUNDARY LINE OF NORTH FORK AT BRIARGATE FILING NO. 7, RECORDED UNDER RECEPTION NO. 218714176, RECORDS OF EL PASO COUNTY, COLORADO, BEING MONUMENTED AT BOTH ENDS BY A NO. 5 REBAR AND 1-1/2" ALUMINUM SURVEYORS CAP STAMPED "CCES LLC PLS 30118", IS ASSUMED TO BEAR N89°43'17"W, A DISTANCE OF 1144.60 FEET.

COMMENCING AT THE NORTHEASTERLY CORNER OF NORTH FORK AT BRIARGATE FILING NO. 7, RECORDED UNDER RECEPTION NO. 218714176, RECORDS OF EL PASO COUNTY, COLORADO;

THENCE N89°43'17"W, ON THE NORTHERLY BOUNDARY OF SAID NORTH FORK AT BRIARGATE FILING NO. 7, A DISTANCE OF 280.00 FEET TO THE POINT OF BEGINNING;

THENCE ON THE NORTHERLY BOUNDARY LINE OF SAID NORTH FORK AT BRIARGATE FILING NO. 7 THE FOLLOWING ELEVEN (11) COURSES:

1. N89°43'17"W, A DISTANCE OF 864.60 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 64°31'57", A RADIUS OF 50.00 FEET AND A DISTANCE OF 56.32 FEET TO A POINT ON CURVE;
3. N89°43'17"W, A DISTANCE OF 93.61 FEET;
4. N01°53'16"W, A DISTANCE OF 282.50 FEET;
5. N06°14'16"W, A DISTANCE OF 87.00 FEET;
6. N61°18'16"W, A DISTANCE OF 132.00 FEET;
7. S61°10'44"W, A DISTANCE OF 205.00 FEET;
8. S46°41'44"W, A DISTANCE OF 90.00 FEET;
9. S36°59'44"W, A DISTANCE OF 194.00 FEET;
10. S34°52'16"E, A DISTANCE OF 143.06 FEET;
11. S89°26'52"W, A DISTANCE OF 152.40 FEET TO THE NORTHWESTERLY CORNER OF SAID NORTH FORK AT BRIARGATE FILING NO. 7 SAID POINT BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE OF POWERS BOULEVARD BEING PARCEL 405REV AS DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 202195215;

THENCE CONTINUING S89°26'52"W, ON THE NORTHERLY RIGHT OF WAY LINE OF SAID POWERS BOULEVARD A DISTANCE OF 19.96 FEET TO A POINT ON CURVE ON THE EASTERLY RIGHT OF WAY LINE POWERS BOULEVARD BEING PARCEL 407 AS DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 202219680;

THENCE ON SAID EASTERLY RIGHT OF WAY LINE ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N55°03'27"E, HAVING A DELTA OF 00°54'37", A RADIUS OF 9095.00 FEET AND A DISTANCE OF 144.50 FEET TO A POINT ON CURVE;

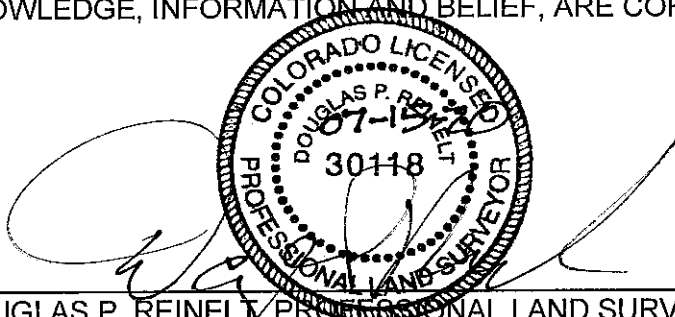
THENCE N50°21'00"E, A DISTANCE OF 55.63 FEET;  
THENCE N37°56'46"E, A DISTANCE OF 62.51 FEET;  
THENCE N25°32'33"E, A DISTANCE OF 131.60 FEET;  
THENCE N33°42'00"E, A DISTANCE OF 162.85 FEET;  
THENCE N16°06'25"E, A DISTANCE OF 53.33 FEET;  
THENCE N78°37'12"E, A DISTANCE OF 126.04 FEET;  
THENCE N70°28'00"E, A DISTANCE OF 448.25 FEET;  
THENCE N65°52'57"E, A DISTANCE OF 157.84 FEET;  
THENCE N55°44'54"E, A DISTANCE OF 92.05 FEET;  
THENCE N42°23'50"E, A DISTANCE OF 196.04 FEET;  
THENCE N84°25'25"E, A DISTANCE OF 74.28 FEET;

THENCE S53°33'00"E, A DISTANCE OF 172.93 FEET;  
THENCE S71°24'22"E, A DISTANCE OF 82.39 FEET;  
THENCE S85°29'19"E, A DISTANCE OF 71.20 FEET;  
THENCE N82°56'11"E, A DISTANCE OF 65.31 FEET;  
THENCE N80°22'50"E, A DISTANCE OF 70.00 FEET;  
THENCE S09°11'29"E, A DISTANCE OF 172.10 FEET;  
THENCE S80°48'31"W, A DISTANCE OF 7.90 FEET;  
THENCE S06°00'34"E, A DISTANCE OF 166.42 FEET;  
THENCE S00°16'43"W, A DISTANCE OF 474.93 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 21.477 ACRES.

**LEGAL DESCRIPTION STATEMENT:**

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



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

July 15, 2020  
DATE

**El Paso County, Colorado  
Property Tax Details**

**Property Taxes for 2019 Due 2020**

[Display Tax Statement](#)

This information reflects current year status of tax liability, assessments due, fees, interest, and current payments received. This information is not to be used in place of a certificate of taxes due.

**Parcel Information**

Schedule Number: 6200000698

**Owner Information**

Name: JOVENCHI LLC  
Mailing Address: 4779 N ACADEMY BLVD  
COLORADO SPRINGS CO 80918-4255

**Property Information**

Property Address: INTERQUEST PKWY  
Property Type: Real

**Legal Description**

N2N2, EX TR CONV BY BK 2086-530 AND PT CONVEYED TO NORTHFORK AT BRIARGATE FIL NO 7 SEC 22-12-66 THAT PART OF N2NE4 LY ELY OF HWY, EX PARTS CONV TO CITY BY REC #202219680, 202219681, 202219682 & 203294304 SEC 21-12-66

**Property Valuation**

Total Assessed Land: \$3,120  
Total Assessed Improvements: \$0  
Total Assessed: \$3,120

[Assessment questions? Click here](#)

**Value**

Total Market Value: \$10,760

**Taxes Billed**

Base Tax Amount: \$237.61  
Special Assessment Amount: \$0.00  
Improvement District Amount: \$0.00  
Total Current Year Taxes: \$237.61

Total Current Year Taxes do not reflect outstanding tax liens and delinquencies, if any. See Alerts.

**Alerts**

N/A

**Current Year Payments Due as of 7/13/2020**

**Option 1:**

Payment Type	Due Date	Taxes & Fees Due	Interest Due	Total Amount		
First Half:	August 31	\$118.81	\$0.00	\$118.81	True	<a href="#">Pay</a>
Second Half:	August 31	\$118.80	\$0.00	\$118.80	False	<a href="#">Pay</a>

Current Tax Liability: \$237.61

**OR**

**Option 2:**

Payment Type	Due Date	Taxes & Fees Due	Interest Due	Total Amount		
Full Amount:	August 31	\$237.61	\$0.00	\$237.61	True	<a href="#">Pay</a>

Current Tax Liability: \$237.61

**Current Year Payments Received**

N/A

**Prior Year(s) Transaction History**

Date	Amount
05/02/2019	\$2,293.43

Note: Prior years transaction history data is for a maximum of 4 years.

[Print This Page](#)

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

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

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



**Legacy Title Group, LLC**  
8605 Explorer Drive, Ste 250  
Colorado Springs, CO 80920  
Phone: 719-442-1900  
Fax:

**Transmittal Information**

Date: 07/02/2020  
File No: 19005LTG  
Property Address: 21-12-66, , CO  
Buyer\Borrower: To be Determined  
Seller: JoVenChi-1, LLC, a Colorado Limited Liability Company

---

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

**Escrow Officer:**  
Ashley L. Bush License#443348  
Legacy Title Group, LLC  
8605 Explorer Drive, Ste 250  
Colorado Springs, CO 80920  
Phone: 719-442-1900  
Fax:  
E-Mail: abush@legacytitle-llc.com

**Title Officer:**  
Jennifer Stogsdill  
Legacy Title Group, LLC

**Escrow Processor:**  
Christine Hopper License#447507  
E-Mail: CHopper@legacytitle-llc.com  
Phone: 719-442-1900

---

**Buyer:**  
To be Determined

**Seller:**  
JoVenChi-1, LLC, a Colorado Limited Liability Company

**Buyer's Agent:**

**Seller's Agent:**

**Buyer's Attorney:**

**Seller's Attorney:**

**Lender:**

**Mortgage Broker:**

**Phone: Fax:**  
**Attn:**  
**Email:**

**Phone: Fax:**  
**Attn:**  
**Email:**

**Changes: effective date and legal description**

**Thank you for using Legacy Title Group, LLC.**

**COLORADO NOTARIES MAY REMOTELY NOTARIZE REAL ESTATE DEEDS AND OTHER DOCUMENTS  
USING REAL-TIME AUDIO-VIDEO COMMUNICATION TECHNOLOGY. YOU MAY CHOOSE NOT TO USE  
REMOTE NOTARIZATION FOR ANY DOCUMENT.**



**WESTCOR**  
LAND TITLE INSURANCE COMPANY

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

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

**NOTICE**

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

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

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

**COMMITMENT TO ISSUE POLICY**

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

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

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

Issued By:

**WESTCOR LAND TITLE INSURANCE COMPANY**

Legacy Title Group, LLC

1365 Garden of the Gods Road #200  
Colorado Springs, CO 80907  
Phone: 719-442-1900



By: Mary O'Donnell  
President

Attest: [Signature]  
Secretary

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



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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) “Knowledge” or “Known”: Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) “Land”: The land described in Schedule A and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) “Mortgage”: A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) “Proposed Policy Amount”: Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) “Public Records”: Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) “Title”: The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) signed by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY’S RIGHT TO AMEND

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

### 5. LIMITATIONS OF LIABILITY

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

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

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

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

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

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

**8. PRO-FORMA POLICY**

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

**9. ARBITRATION**

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

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## CONDITIONS AND STIPULATIONS

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

## STANDARD EXCEPTIONS

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effect date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. 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.
3. Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area or content, party wells and/or other facts which a correct survey and/or a physical inspection of the premises would disclose.
4. Rights or claims of parties in possession not shown in the public records.
5. In the event this Commitment is issued with respect to a construction loan to be disbursed in future periodic installments, then the policy shall contain an additional exception which shall be as follows:

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

**COMMITMENT FOR TITLE INSURANCE**

Issued by

**Westcor Land Title Insurance Company**

**SCHEDULE A**

1. Effective Date: **June 23, 2020, 07:30 am**
2. Policy to be issued:
  - (a) 2006 ALTA® Owner's Policy  
Proposed Insured: **FOR INFORMATION ONLY**  
Proposed Policy Amount:
  - (b) 2006 ALTA® Loan Policy  
Proposed Insured:  
Proposed Policy Amount:

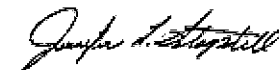
<u>To Be Determin. Search Fee End</u>	\$	<b>250.00</b>
Total:	\$	<b>250.00</b>

3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.
4. The Title is, at the Commitment Date, vested in:  
**JoVenChi-1, LLC, a Colorado Limited Liability Company**
5. The land referred to in this Commitment is described as follows:  
**SEE ATTACHED EXHIBIT "A"**

For Informational Purposes Only: **21-12-66, , CO**  
APN: **62000-00-479**

Countersigned  
Legacy Title Group, LLC

By:



**J. Stogsdill**

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

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**EXHIBIT "A"**

A parcel of land being a portion of the Northeast quarter of Section 21 and a portion of the North half of Section 22, Township 12 South, Range 66 West of the Sixth Principal Meridian, El Paso County, Colorado, being more particularly described as follows:

**Basis of Bearings:** A portion of the Northerly boundary line of North Fork at Briargate Filing No. 7, recorded under Reception No. 218714176, records of El Paso County, Colorado, being monumented at both ends by a No. 5 rebar and 1-1/2" Aluminum Surveyors Cap Stamped "CCES LLC PLS 30118", is assumed to bear N 89°43'17" W, a distance of 1144.60 feet.

Commencing at the Northeasterly corner of North Fork at Briargate Filing No. 7, recorded under Reception No. 218714176, records of El Paso County, Colorado, said point being the POINT OF BEGINNING;

thence on the Northerly boundary line of said North Fork at Briargate Filing No. 7 the following (11) eleven courses:

1. N 89°43'17" W, a distance of 1144.60 feet to a point of curve;
2. on the arc of a curve to the left having a delta of 64°31'57", a radius of 50.00 feet and a distance of 56.32 feet to a point on curve;
3. N 89°43'17" W, a distance of 93.61 feet;
4. N 01°53'16" W, a distance of 282.50 feet;
5. N 06°14'16" W, a distance of 87.00 feet;
6. N 61°18'16" W, a distance of 132.00 feet;
7. S 61°10'44" W, a distance of 205.00 feet;
8. S 46°41'44" W, a distance of 90.00 feet;
9. S 36°59'44" W, a distance of 194.00 feet;
10. S 34°52'16" E, a distance of 143.06 feet;
11. S 89°26'52" W, a distance of 152.40 feet to the Northwesterly corner of said North Fork at Briargate Filing No. 7 said point being a point on the Easterly right of way line of Powers Boulevard being Parcel 405REV as described in document recorded under Reception No. 202195215;

thence continuing S 89°26'52" W, on the Northerly right of said Powers Boulevard a distance of 19.96 feet to a point on curve on the Easterly right of way line Powers Boulevard being Parcel 407 as described in a document recorded under Reception No. 202219680;

thence on said Easterly right of way line on the arc of a curve to the right whose center bears N 55°03'27" E, having a delta of 00°54'37", a radius of 9095.00 feet and a distance of 144.50 feet to a point on curve;

thence N 50°21'00" E, a distance of 55.63 feet;

thence N 37°56'46" E, a distance of 62.51 feet;

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thence N 25°32'33" E, a distance of 131.60 feet;  
thence N 33°42'00" E, a distance of 162.85 feet;  
thence N 16°06'25" E, a distance of 53.33 feet;  
thence N 78°36'12" E, a distance of 126.04 feet;  
thence N 70°28'00" E, a distance of 448.25 feet;  
thence N 65°52'57" E, a distance of 157.84 feet;  
thence N 55°44'54" E, a distance of 92.05 feet;  
thence N 42°23'50" E, a distance of 196.04 feet;  
thence N 84°25'25" E, a distance of 74.28 feet;  
thence S 53°33'00" E, a distance of 172.93 feet;  
thence S 71°24'22" E, a distance of 82.39 feet;  
thence S 85°29'19" E, a distance 71.20 feet;  
thence N 82°56'11" E, a distance of 65.31 feet;  
thence N 80°22'50" E, a distance of 144.47 feet;  
thence N 63°04'00" E, a distance of 268.05 feet;  
thence N 50°26'23" E, a distance of 79.98 feet;  
thence N 53°47'11" E, a distance of 296.94 feet;  
thence S 85°12'33" E, a distance of 156.67 feet;  
thence S 44°12'17" E, a distance of 256.76 feet;  
thence S 28°42'48" W, a distance of 58.49 feet;  
thence S 61°17'12" E, a distance of 419.94 feet;  
thence S 76°24'46" E, a distance of 59.56 feet;  
thence N 83°46'38" E, a distance of 122.92 feet;  
thence N 06°13'22" W, a distance of 41.34 feet;  
thence S 79°00'22" E, a distance of 206.91 feet;  
thence S 57°37'23" E, a distance of 93.47 feet;  
thence S 60°25'00" E, a distance of 210.18 feet;  
thence S 73°08'24" E, a distance of 142.31 feet;  
thence S 56°41'02" E, a distance of 140.80 feet;  
thence S 62°47'58" E, a distance of 22.90 feet;  
thence S 37°08'19" W, a distance of 198.61 feet to a point on curve;  
thence on the arc of a curve to the left whose center bears S 37°08'19" W, having a delta of 00°49'23", a radius of 375.00 feet and a distance of 5.39 feet to a point on curve;  
thence S 27°12'02" W, a distance of 139.61 feet;  
thence S 00°16'42" W, a distance of 170.14 feet to a point on the Northerly boundary of North Fork at Briargate Filing No. 6 recorded under Reception No. 219714362;

thence on the Northerly boundary of said North Fork at Briargate the following (3) three courses:

1. N 89°41'04" W, a distance of 149.81 feet to a point on curve;
2. on the arc of a curve to the left whose center bears S 00°18'56" W, having a delta of 00°02'13", a radius of 628.50 feet and a distance of 0.41 feet to a point of tangent;
3. N 89°43'17" W, a distance of 1549.77 feet to the POINT OF BEGINNING.

Legal Description provided by  
Douglas P. Reinelt, Professional Land Surveyor  
Colorado P.L.S. No. 30118  
Dated: November 27, 2019

**COMMITMENT FOR TITLE INSURANCE**

Issued by

***Westcor Land Title Insurance Company*****SCHEDULE B, PART I  
Requirements**

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

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **Delivery to the Company for inspection and approval prior to closing, the following documents for The John Venezia Irrevocable Trust for Children-I:**
  - (1) **Fully executed copy of the Trust Agreement, and any and all amendments thereto. NOTE: This item is considered confidential and will not be recorded). This Commitment is subject to any additional requirements deemed necessary by the Company upon review of said Trust Agreement.**
  - (2) **Recordation of Statement of Authority evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity, and containing the other information required by C.R.S. 38-30-172 and/or 38-30-108.5.**
6. **Delivery to the Company for inspection and approval prior to closing, the following documents for JoVenChi-I, LLC a Colorado limited liability company:**
  - (1) **Copy of the current Operating Agreement, and any and all amendments thereto, setting forth the name of the manager(s) or members, and their respective powers. NOTE: This item will not be recorded. This Commitment may be subject to additional Requirements and/or Exceptions upon receipt and review**

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of this item.

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

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

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

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

**REQUIREMENTS NOT TO BE RECORDED:**

A. Payment of any and all due and unpaid general taxes or special assessments pertaining to subject property, as may be evidenced by a tax certificate.

B. Receipt by the company of a Final Affidavit and Agreement indemnifying it against unfiled mechanic's and materialmen's liens.

C. Provide to this company an acceptable and insurable metes and bounds legal description of subject property prepared and certified by a Colorado Registered Land Surveyor, Schedule A, Item No. 4 will be amended upon receipt thereof.

NOTE: This requirement is necessary in that the current legal description is not insurable pursuant to the Underwriting Standards of Westcor Land Title Company Title Insurance Company and (Unified Title Company / Empire Title Company)

NOTE: This commitment is subject to such further Exceptions and/or Requirements as may appear necessary, should the Company be requested to insure a transaction involving subject property.

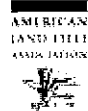
**FOR INFORMATIONAL PURPOSES ONLY:**

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

**Deed recorded September 23, 1999 as Reception No. 99150169.**

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

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**SCHEDULE B, PART II**  
**Exceptions**

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

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

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. The effect, if any of the inclusion of subject property in the Fountain Valley Soil and Conservation District as shown in the order recorded in Book 957 at Page 230.
10. The effect, if any of the inclusion of subject property into the Southeasterly Water Conservancy District.
11. Terms, agreements, provisions, conditions and obligations as contained in Resolution recorded August 31, 1954 in Book 1150 at Page 70.
12. Right-of-way and easement for gas pipe line granted to the City of Colorado Springs recorded March 14, 1957 in Book 1621 at Page 366.

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13. Right-of-way and easement for utilities and incidental purposes granted to the City of Colorado Springs recorded March 19, 1957 in Book 1623 at Page 610.
14. Right-of-way to the City of Colorado Springs, for electric lines over and across a portion of the property as recorded July 3, 1957 in Book 1636 at Page 541.
15. Right-of-way and easement granted to American Telephone and Telegraph Company for communication purposes as recorded September 24, 1964 in Book 2036 at Page 266.
16. Right-of-way and easement granted to American Telephone and Telegraph Company for communication purposes as recorded August 4, 1965 in Book 2086 at Page 530.
17. Right-of-way and easement granted to American Telephone and Telegraph Company for communication purposes as recorded September 4, 1969 in Book 2308 at Page 159.
18. Any tax, assessment, fee, charge or increase in mill levy resulting from the inclusion of the subject property in the Chapel Hills Water and Sanitation District as disclosed by Order and Decree Creating District recorded September 20, 1965 in Book 2094 at Page 369 and also recorded January 19, 1978 in Book 3000 at Page 1.
19. Easement and right-of-way granted to Mountain View Electric Association, Inc. recorded July 26, 1972 in Book 2508 at Page 625.
20. Easement and right-of-way granted to Mountain View Electric Association, Inc., recorded September 18, 1972 in Book 2524 at Page 71 and in Book 2524 at Page 74.
21. Reservation of water, water rights, minerals and mineral rights as set forth in the Deed recorded December 31, 1979 in Book 3267 at Page 447.
22. Groundwater Withdrawal Consent Agreement(s) recorded August 13, 1985 in Book 5047 at Page 479; August 13, 1985 in Book 5047 at Page 485; August 13, 1985 in Book 5047 at Page 491; August 13, 1985 in Book 5047 at Page 497; August 13, 1985 in Book 5047 at Page 503 and recorded August 13, 1985 in Book 5047 at Page 509.
23. Terms, agreements, provisions, conditions and obligations as contained in Order recorded December 1, 1987 in Book 5450 at Page 699.
24. Easement and right-of-way granted to the City of Colorado Springs for ingress and egress of the installation, maintenance, repair and replacement of facilities and improvements recorded September 23, 1999 at Reception No. 99150170.
25. Terms, agreements, provisions, conditions, obligations and easements as contained in Deed, recorded December 11, 2002 at Reception No. 202219680.
26. Terms, agreements, provisions, conditions, obligations and easements as contained in Deed, recorded December

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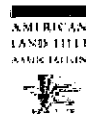
11, 2002 at Reception No. 202219681.

27. Terms, agreements, provisions, conditions, obligations and easements as contained in Deed, recorded December 11, 2002 at Reception No. 202219682.
28. Terms, agreements, provisions, conditions, obligations and easements as contained in Deed, recorded December 29, 2003 at Reception No. 203294304.
29. Terms, agreements, provisions, conditions, obligations and easements as contained in Deed, recorded April 12, 2004 at Reception No. 204057932.
30. Terms, agreements, provisions, conditions, obligations and easements as contained in Deed, recorded September 24, 2013 at Reception No. 213120551.
31. Any rights, interest or easements in favor of the riparian owners, the State of Colorado, the United States of America, or the general public, which exist, have existed, or are claimed to exist in and over the waters and present and past bed and banks of Kettle Creek.

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

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## Legacy Title Group, LLC

### Disclosures

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

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

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

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

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

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

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

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

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

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

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

## **Joint Notice of Privacy Policy**

**of**

**Westcor Land Title Insurance Company**

**and**

**Legacy Title Group, LLC**

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

### **Who is Covered**

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

### **Information Collected**

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

### **Access to Information**

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

### **Information Sharing**

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

### **Information Security**

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

*The WLTIC Privacy Policy can be found on WLTIC’s website at [www.wltic.com](http://www.wltic.com)*



# PRE-APPLICATION MEETING SUMMARY

Area: North Date: 5/2/20

Pre-Application No.: N20-81

Applicant(s) Present: John Maynard

Lot Size: 61.71 acres

Site Location: North of Thunder Mountain Avenue

TSN: 6200000698

Project Description: Single-family residential detached

Zone: A

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

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

Visit the Land Use Review Division website at [www.coloradosprings.gov/planninginfo](http://www.coloradosprings.gov/planninginfo) for application forms and checklists

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

### NEIGHBORHOOD ORGANIZATION:

Neighborhood Association/Contact: N/A  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 type="checkbox"/> Geo-Hazard Report	<input type="checkbox"/> Traffic Impact Analysis	<input checked="" type="checkbox"/> Drainage Report
Contact: <u>Patrick Morris, 719-385-5075</u>	Contact: <u>Zaker Alazzeh, 719-385-5468</u>	Contact: <u>Anna Bergmark, 719-385-5613</u>
<input checked="" type="checkbox"/> Hydraulic Grade Line	<input checked="" type="checkbox"/> Wastewater Master Facility Report	<input type="checkbox"/> Land Suitability Analysis
<input type="checkbox"/> Elevation Drawings	<input type="checkbox"/> Mineral Estate Owner Notification	<input type="checkbox"/> Other: _____

**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):

- Property is currently in the process of being rezoned from A (Agriculture) to PUD (Planned Unit Development: Single-family detached, 35 max building height, 4 dwelling units per acre maximum density). See CPC PUZ 19-00090 & CPC PUP 19-00091 for reference. At the time of the writing of this summary, the zone change has not yet been heard by City Council. The submittal of the development plan is considered "at risk" until initial entitlements have been decided on.
- The Kettle Creek North concept plan indicates the requirement for site-specific geologic hazard reports for lots which are encumbered by the geotechnical setback. A note will need to be added to the development also stating this. These site specific geologic hazard reports will be required with the building permit and will need to be reviewed by CGS.
- A channel analysis may be required with the development plan's submittal in addition to a drainage report. Please contact Anna Bergmark with questions.
- Please add a note to the development plan stating that a land suitability analysis was included with the concept plan.
- Please keep in mind that a development plan is only active for six years. If the final phase of lots hasn't been platted within the six year timeframe, an amendment to the development plan to ensure it's continued compliance may be required

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: \$9,557.00

Number of Plans: TBD

**Hannah Van Nimwegen, AICP**  
 Senior Planner  
 Land Use Review  
 Planning & Community Development

30 S. Nevada Avenue, Suite 105 Phone: (719) 385-5365  
 P.O. Box 1575, MC 155 Fax: (719) 385-5167  
 Colorado Springs, CO 80901-1575 hvannimwegen@springsgov.com

**PLANNING & DEVELOPMENT DEPARTMENT**  
**Project Notification Information**

---

Date: July 29, 2020

Planner: Hannah Van Nimwegen

Planner email: [Hannah.VanNimwegen@coloradosprings.gov](mailto:Hannah.VanNimwegen@coloradosprings.gov)

Planner phone number: (719) 385-5365

Applicant Email: [jmaynard@nescolorado.com](mailto:jmaynard@nescolorado.com)

Applicant Name: John Maynard

TSN: 6200000698

Site Address (to be used on postcard): North of Thunder Mountain Ave east of Powers Blvd

**PROJECT: Kettle Creek North DP & FP**

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

**PUBLIC NOTICE:**

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

**PROJECT BLURB**

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

**PUD Development Plan**

Request by Jovenchi I, LLC, with representation by N.E.S. Inc., for approval of the Kettle Creek North development plan illustrating 259 single-family residential lots. The site is zoned PUD (Planned Unit Development: 35' maximum building height, detached single-family residential, 4 du/ac maximum), is 61.71 acres in size, and is generally located south and east of the Powers Boulevard and Highway 83 intersection.

**Final Plat**

Request by Jovenchi I, LLC, with representation by N.E.S. Inc., for approval of the Kettle Creek North Filing No. 1 subdivision plat illustrating 73 residential lots. The site is zoned PUD (Planned Unit Development: 35' maximum building height, detached single-family residential, 4 du/ac maximum), is 61.71 acres in size, and is generally located south and east of the Powers Boulevard and Highway 83 intersection.

**POSTCARD**

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

- The submitted development plan illustrates 259 detached residential lots on the entirety of Parcel A (61.71 acres). The development plan illustrates the site layout, grading plan, utility plan, and landscape plan.
- The submitted final plat is for the first phase of development on the far west side of Parcel A. The Kettle Creek North Filing No. 1 plat illustrates 76 residential lots.



[Type text]

## **POSTER**

---

*Fill out applicable information below:*

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

259 Single-Family Detached Residential Lots

**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: **7/29/20**

Admin Receive Date: **7/30/20**

**Project Name: Kettle Creek North Filing No. 1**

**2. Date buckslip comments are due (21 calendar days after submittal): 8/20/20**

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

*(Add emails for HOA to mailing list if no email contact info)*

**4. STANDARD DISTRIBUTION:**

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

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

30	<input type="checkbox"/> Comcast	<a href="mailto:Jason_Jacobsen@comcast.com">Jason_Jacobsen@comcast.com</a> <a href="mailto:DENNIS_LONGWELL@comcast.com">DENNIS_LONGWELL@comcast.com</a> <a href="mailto:WSTMWR_MDSubmissions@comcast.com">WSTMWR_MDSubmissions@comcast.com</a>
3	<input type="checkbox"/> CONO	<a href="mailto:rdavis@cscono.org">rdavis@cscono.org</a>
92	<input type="checkbox"/> Forestry	<a href="mailto:jcooper@springsgov.com">jcooper@springsgov.com</a>
56	<input type="checkbox"/> PlanCOS	<a href="mailto:PlanCOS@coloradosprings.gov">PlanCOS@coloradosprings.gov</a>

### 5. SCHOOL DISTRICT:

ID#	Division Name	Email/Distribution Notes
	<input type="checkbox"/> None	
36	<input type="checkbox"/> School District # 2	<a href="mailto:mwilsey@hsd2.org">mwilsey@hsd2.org</a>
68	<input type="checkbox"/> School District # 3	<a href="mailto:neald@wsd3.k12.co.us">neald@wsd3.k12.co.us</a>
37	<input type="checkbox"/> School District # 11	<a href="mailto:johnstp@d11.org">johnstp@d11.org</a>
38	<input type="checkbox"/> School District # 12	<a href="mailto:cooper@cmsd12.org">cooper@cmsd12.org</a>
39	<input checked="" type="checkbox"/> School District # 20	<a href="mailto:tom.gregory@asd20.org">tom.gregory@asd20.org</a>
69	<input type="checkbox"/> School District # 22	<a href="mailto:terryebert@ellicottschools.org">terryebert@ellicottschools.org</a>
41	<input type="checkbox"/> School District # 49	<a href="mailto:mandrews@d49.org">mandrews@d49.org</a>

### 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	<a href="mailto:john.j.sanders71.civ@mail.mil">john.j.sanders71.civ@mail.mil</a> <a href="mailto:Thomas.j.wiersma.civ@mail.mil">Thomas.j.wiersma.civ@mail.mil</a>
46	<input type="checkbox"/> NORAD	<a href="mailto:Michael.kozak.2@us.af.mil">Michael.kozak.2@us.af.mil</a> <a href="mailto:Michael.Shafer.4@us.af.mil">Michael.Shafer.4@us.af.mil</a> <a href="mailto:joseph.elms@us.af.mil">joseph.elms@us.af.mil</a> <a href="mailto:21CES.CENB.BaseDevelopment@us.af.mil">21CES.CENB.BaseDevelopment@us.af.mil</a>
26	<input type="checkbox"/> USAFA	<a href="mailto:corine.weiss@us.af.mil">corine.weiss@us.af.mil</a> <a href="mailto:craig.johnson.35.ctr@us.af.mil">craig.johnson.35.ctr@us.af.mil</a> <a href="mailto:steven.westbay.ctr@us.af.mil">steven.westbay.ctr@us.af.mil</a> <a href="mailto:elizabeth.dukes.3.ctr@us.af.mil">elizabeth.dukes.3.ctr@us.af.mil</a> <a href="mailto:10CES.CENP.USAFADDEVREVIEWGRP@us.af.mil">10CES.CENP.USAFADDEVREVIEWGRP@us.af.mil</a>
75	<input type="checkbox"/> Peterson	<a href="mailto:Michael.Shafer.4@us.af.mil">Michael.Shafer.4@us.af.mil</a> <a href="mailto:joseph.elms@us.af.mil">joseph.elms@us.af.mil</a> <a href="mailto:21CES.CENB.BaseDevelopment@us.af.mil">21CES.CENB.BaseDevelopment@us.af.mil</a>

**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	<a href="mailto:jlandis@stratusiq.com">jlandis@stratusiq.com</a> <a href="mailto:tking@stratusiq.com">tking@stratusiq.com</a> <a href="mailto:cotrin@stratusiq.com">cotrin@stratusiq.com</a> <b>BLR &amp; Flying Horse</b>
27	<input checked="" type="checkbox"/> CDOT (adjacent to CDOT ROW)	<a href="mailto:Valerie.sword@state.co.us">Valerie.sword@state.co.us</a>
34	<input type="checkbox"/> Colorado Geological Survey	<a href="mailto:cgs_lur@mines.edu">cgs_lur@mines.edu</a>
33	<input type="checkbox"/> SECWCD, Garrett Markus	<a href="mailto:garrett@secwcd.com">garrett@secwcd.com</a>
18	<input type="checkbox"/> Streamside Area Overlay	<a href="mailto:Tasha.Brackin@coloradosprings.gov">Tasha.Brackin@coloradosprings.gov</a>
15	<input type="checkbox"/> Hillside Overlay	<a href="mailto:Kerri.Schott@coloradosprings.gov">Kerri.Schott@coloradosprings.gov</a>
20	<input type="checkbox"/> Airport	<a href="mailto:kandrews@springsgov.com">kandrews@springsgov.com</a>
63	<input checked="" type="checkbox"/> El Paso County Dev. Services Division	<a href="mailto:Nina.Ruiz@elpasoco.com">Nina.Ruiz@elpasoco.com</a> Review of Plans within ½ mile of a County/City Border
43	<input type="checkbox"/> Wescott Fire District (adjacent only)	<a href="mailto:admin@wescottfire.org">admin@wescottfire.org</a>
71	<input type="checkbox"/> Falcon Fire Protection District	<a href="mailto:tharwig@falconfire.org">tharwig@falconfire.org</a>
72	<input type="checkbox"/> Black Forest Fire Protection District	<a href="mailto:chief@bffire.org">chief@bffire.org</a>
81	<input type="checkbox"/> Broadmoor Fire Protection District	<a href="mailto:chief@broadmoorfire.com">chief@broadmoorfire.com</a> <a href="mailto:noalsperran@gmail.com">noalsperran@gmail.com</a>
80	<input type="checkbox"/> CSURA – Urban Renewal	<a href="mailto:Jwalker@springsgov.com">Jwalker@springsgov.com</a> ;
5	<input type="checkbox"/> Metro District	Metro District email
65	<input type="checkbox"/> Kate Brady, Mike Planning, Traffic	<a href="mailto:kbrady@springsgov.com">kbrady@springsgov.com</a>
53	<input type="checkbox"/> UCCS Review – North Nevada Overlay zone	<a href="mailto:mwood@uccs.edu">mwood@uccs.edu</a>
49	<input type="checkbox"/> Chelsea Gaylord, Economic Development	<a href="mailto:Chelsea.Gaylord@coloradosprings.gov">Chelsea.Gaylord@coloradosprings.gov</a> <b>QOZ</b>

**8. LAND USE REVIEW:**

**Hard Copy Full sized plans**

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