

GENERAL APPLICATION FORM



Project Name: Existing Zone: Acreage:

Site Address: Direction from Nearest Street Intersection:

Tax Schedule Number(s):

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

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

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

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

Signature of Property Owner: *[Signature]* Date: 3/12/2020 Signature of Consultant: *[Signature]* Date: 3-11-20

Signature of Developer: *[Signature]* Date: 3-4-2020

APPLICANT CONTACT INFORMATION (please print or type)

Property Owner: Contact Name:

E-Mail: Phone:

Developer: Contact Name:

E-Mail: Phone:

Consultant/Main Contact name: Phone:

Address: City:

State: Zip Code: E-Mail:

PLANNER AUTHORIZATION: (CITY USE ONLY)

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

Payment \$ _____ Assigned to: Don Sexton Date: 3/20/2020

Receipt No.: _____ City File No.: AR FP-20-00220



Final Plat Application Requirements

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

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

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

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

SUBMITTAL CHECKLIST: *Continued from previous page.*

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

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

General Information

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

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

<input checked="" type="checkbox"/> <i>"The undersigned does hereby dedicate, grant and convey to the City of Colorado Springs those Public Easements (and tracts) as shown on the plat; and further restricts the use of all Public Easement to the City of Colorado Springs and/or its assigns, provided however, that the sole right and authority to release or quitclaim all or any such Public Easements shall remain exclusively vested in the City of Colorado Springs."</i>	<input type="checkbox"/>
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<input checked="" type="checkbox"/> All plats with public streets shall have the following sentence in the dedication statement: <i>"All public streets are hereby dedicated to the City of Colorado Springs for public use."</i>	<input type="checkbox"/>
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All plats with other tracts being dedicated to the City shall have:

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

<input checked="" type="checkbox"/> All plats with private streets shall have the following sentence as a plat note: <i>"All private streets (insert names) are privately owned and maintained by (list owner name, Owner's Association, ect.)."</i>	<input type="checkbox"/>
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<input checked="" type="checkbox"/> Statement of ownership and acknowledgement. The notarized signature of the owner is required.	<input type="checkbox"/>
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<input checked="" type="checkbox"/> Statement of mortgagee and acknowledgement. The signature of the mortgagee, if any, consenting to the dedication is required	<input type="checkbox"/>
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The following statement that the area included in the plat is subject to this Code as such applies to the development of the land:

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

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

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

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

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

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

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

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

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

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

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

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 avigation easement dedicated herein for public avigation purposes, shall be considered a public easement subject to those terms and conditions as specified on the instrument 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."



BARNES CENTER APARTMENTS FILING NO. 2

MINOR DEVELOPMENT PLAN AMENDMENT

Conditional Use Development Plan Final Plat

March 12, 2020

PROJECT STATEMENT

Description:

Barnes Center Apartments Filing No. 2 is a proposed 6.664-acre development comprised of a single four-story apartment building with integral clubhouse facility and three smaller apartment buildings located at the north end of Integrity Center Pointe north of Barnes Road. The site is currently unplatted and vacant and was a part of the previously approved High Chaparral Master Plan (CPC MP 10-00089AZMJ13). This site was designated as commercial on the approved Master Plan. The site is currently zoned PBC-AO (Planned Business Center with Avigation Overlay). The proposed project includes vehicular garages and surface parking to support the proposed buildings.

The overall area is bounded by:

- Existing small lot retail/commercial developments to the south.
- Existing apartment complex to the north that is owned by the same Developer (Filing No. 1).
- Existing Powers Boulevard (public expressway) to the east. No improvements are required.
- Existing Integrity Center Point (private street) to the west.

A summary of the proposed land use review actions are:

1. **Conditional Use Development Plan** to provide the development details associated with the proposed 6.664-acre apartment use.
2. **Minor Concept Plan Amendment** to reflect the Owner/Developer's desire to connect the two apartment sites with an interior private drive-aisle.
3. **Final Plat** to create a single 6.664-acre lot.

Justification:

Current regional demand for quality apartments, as well as this site being adjacent to a major retail corridor make this site attractive to Phase 2 expansion of the existing northerly apartment site. The proposed highly amenitized development will create a setting very compatible to this use.

The introduction of this age-restricted residential use also further diversifies the residential offerings in this area.

Issues List:

Specific issues raised at the Pre-app meeting include:

1. City Council Determination

Based upon the initial Pre-App in 2019, the need for a Major Master Plan Amendment was discussed to allow the residential apartment use in the existing PBC zoned parcel. Upon further review of the High Chaparral Master Plan and coordination with the City of Colorado Springs Comprehensive Planning Department, the Master Plan will be considered “implemented” (at or exceeding an 85% development build-out) with the issuance of building permits for the Chaparral Pointe Residential Development Unit north of the Filing No. 1 apartment site. As of the submittal of this application, the Chaparral Pointe Development Plan has been approved, infrastructure installed (utilities, storm, etc.), and a Final Plat is in the final stages of approval. Even though the need for a building permit to prove “implementation” is not codified by the City, with Chaparral Pointe being so close to pulling building permits, we feel that the 85% threshold has been attained, therefore a Master Plan Amendment is not required.

2. Entitlement Documents should include all applicable City standard notes.

Appropriate and applicable notes have been added to the submittal documents.

3. A Final Drainage Report will be required.

Provided with submittal documents.

4. A Traffic Study is not required.

Acknowledged.

5. The Developer will conduct a neighborhood meeting as requested, if warranted with site notification/posting.

Acknowledged.

6. Four-sided architecture is required.

Provided within the Development Plan Submittal.

7. A Photometric Plan is required.

Provided within the Development Plan Submittal.

8. Noise mitigation should be provided.

Provided within the Development Plan Submittal.

9. Roof Access Building Element.

While not discussed at the Pre-App meeting, the project architect working with CSFD is proposing man-door access to the roof instead of a typical hatch with ladder. This will facilitate easier access to the roof. This stair core has been designed as efficiently as possible while remaining architecturally compatible with the building, however, it does exceed the max-allowed height by 3’ 8” on building Type A and 8’ 0” on building Type B.

We respectfully request your favorable consideration of all items listed above.



JOB NO. 2451.41-01
MARCH 11, 2020
PAGE 1 OF 2

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

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTHERLY BOUNDARY OF LOT 1 AS PLATTED IN BARNES CENTER APARTMENTS FILING NO. 1 RECORDED UNDER RECEPTION NO. 216713809, RECORDS OF EL PASO COUNTY, COLORADO, BEING MONUMENTED AT THE WESTERLY END BY A 1-1/2" ALUMINUM SURVEYORS CAP STAMPED "CCES LLC PLS 30118" AND AT THE EASTERLY END BY A 1" BRASS DISK STAMPED "PLS 30118", IS ASSUMED TO BEAR N89°50'31"E, A DISTANCE OF 667.87 FEET.

COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT 1 AS PLATTED IN BARNES CENTER APARTMENTS FILING NO. 1 RECORDED UNDER RECEPTION NO. 216713809, RECORDS OF EL PASO COUNTY, COLORADO,

THENCE S89°50'31"W, ON THE SOUTHERLY BOUNDARY OF SAID LOT 1, A DISTANCE OF 13.28 FEET TO THE NORTHWESTERLY CORNER OF A PARCEL OF LAND AS DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 214069728, SAID POINT BEING THE POINT OF BEGINNING;

THENCE S00°04'26"W, ON THE WESTERLY BOUNDARY LINE OF SAID PARCEL OF LAND AS DESCRIBED IN A DOCUMENT RECORDED UNDER RECEPTION NO. 214069728, A DISTANCE OF 586.27 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF NOWELL AND ASSOCIATES AT INTEGRITY CENTER POINT RECORDED UNDER RECEPTION NO. 217714023;
THENCE S89°11'20"W ON THE NORTHERLY BOUNDARY OF SAID NOWELL AND ASSOCIATES AT INTEGRITY CENTER POINT, A DISTANCE OF 334.50 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE EASTERLY BOUNDARY OF TRACT B AS PLATTED IN SAID BARNES CENTER APARTMENTS FILING NO. 1;

THENCE ON THE EASTERLY BOUNDARY OF SAID TRACT B, THE FOLLOWING (7) SEVEN COURSES:

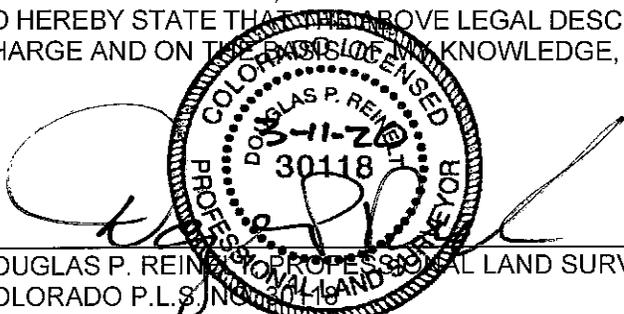
1. ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S52°07'32"W, HAVING A DELTA OF 18°30'07", A RADIUS OF 225.00 FEET AND A DISTANCE OF 72.66 FEET TO A POINT OF TANGENT;
2. N56°22'35"W, A DISTANCE OF 96.41 FEET;
3. S33°37'25"W, A DISTANCE OF 5.00 FEET;
4. N56°22'35"W, A DISTANCE OF 10.00 FEET TO A POINT OF CURVE;
5. ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 94°42'10", A RADIUS OF 180.00 FEET AND A DISTANCE OF 297.52 FEET TO A POINT OF REVERSE CURVE;
6. ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 38°28'53", A RADIUS OF 220.00 FEET AND A DISTANCE OF 147.76 FEET TO A POINT OF TANGENT;
7. N00°09'18"W, A DISTANCE OF 87.18 FEET;

THENCE N89°50'31"E, ON THE SOUTHERLY BOUNDARY OF SAID LOT 1, A DISTANCE OF 473.98 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA 6.664 ACRES.

LEGAL DESCRIPTION STATEMENT:

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


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

MARCH 11, 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: 6324401097

Owner Information

Name: P&B INVESTMENTS LLC
Mailing Address: 4531 E BERYL LN
PHOENIX AZ 85028-4237

Property Information

Property Address: N POWERS BLVD
Property Type: Real

Legal Description

TRACTS 11,12,13,14,15,16 SADDLEBACK ESTATES - NOW VAC - EX A STRIP ALG ELY BDRY BEING 44.00 FT FROM POWERS BLVD R/W & 71.00 FT FROM POWERS BLVD R/W AT THE NE COR EX THAT PT PLATTED TO BARNES CENTER FIL NO 1 & REC 215022372, EX THAT PT PLATTED TO BARNES CENTER APARTMENTS FIL NO 1

Property Valuation

Total Assessed Land: \$339,750
Total Assessed Improvements: \$0
Total Assessed: \$339,750

[Assessment questions? Click here](#)

Value

Total Market Value: \$1,171,544

Taxes Billed

Base Tax Amount: \$33,127.32
Special Assessment Amount: \$0.00
Improvement District Amount: \$0.00
Total Current Year Taxes: \$33,127.32

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 3/11/2020

Option 1:

Payment Type	Due Date	Taxes & Fees Due	Interest Due	Total Amount		
First Half:	March 02	\$16,563.66	\$165.64	\$16,729.30	True	Pay
Second Half:	June 15	\$16,563.66	\$0.00	\$16,563.66	False	Pay

Current Tax Liability: \$33,292.96

OR

Option 2:

Payment Type	Due Date	Taxes & Fees Due	Interest Due	Total Amount		
Full Amount:	April 30	\$33,127.32	\$0.00	\$33,127.32	True	Pay

Current Tax Liability: \$33,127.32

Current Year Payments Received

N/A

Prior Year(s) Transaction History

Date	Amount
04/29/2019	\$31,928.39
04/19/2018	\$21,463.91
04/24/2017	\$4,512.02

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

Fidelity National Title



NATIONAL COMMERCIAL SERVICES

950 S Cherry St, #1414
Denver, CO 80246
Phone:

DATE: September 5, 2019
FILE NUMBER: 100-N0023860-010-TO2
PROPERTY ADDRESS: 4399 & 4602 Integrity Center Point and North Powers Boulevard, Colorado Springs, CO
BUYER/BORROWER: Cortland Acquisitions, LLC, a Georgia limited liability company
OWNER(S): P&B Investments, LLC, a Colorado limited liability company
YOUR REFERENCE NUMBER: 191803ATL
ASSESSOR PARCEL NUMBER: 63244-01-094 63251-06-029 63244-01-099 63244-01-097

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

None.

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

TO: Escrow Officer	ATTN: Title Only 10 PHONE: FAX: (303) 633-7720 E-MAIL:
Escrow Assistant	ATTN: PHONE: E-MAIL:
Title Officer	ATTN: Kerry Ridder PHONE: (303) 889-8111 E-MAIL: kridder@fnf.com
Sales Executive	ATTN: Natl Import E-MAIL:
Sales Executive 2	ATTN: None E-MAIL:

TO: Fidelity National Title Group 3301 Windy Ridge Parkway Suite 300 Atlanta, GA 30339	ATTN: Toni Carter PHONE: (000) 000-0000 FAX: (000) 000-0000 E-MAIL: Toni.Carter@fntg.com
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TO: Fidelity National Title Group 3301 Windy Ridge Parkway Suite 300 Atlanta, GA 30339	ATTN: Chris Valentine PHONE: (409) 419-3203 FAX: (000) 000-0000 E-MAIL: chris.valentine@fntg.com
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END OF TRANSMITTAL



COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National 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 EXTRA CONTRACTUAL 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, **Fidelity National Title Insurance Company**, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

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

Countersigned by:

Darren Hone
Authorized Signature



By:

ATTEST President

Secretary

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



COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.

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

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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Transaction Identification Data for reference only:

Issuing Agent: Fidelity National Title, National Commercial Services
Issuing Office: 950 S Cherry St, #1414, Denver, CO 80246
Loan ID Number:
Issuing Office File Number: 100-N0023860-010-TO2
Property Address: 4399 & 4602 Integrity Center Point and North Powers Boulevard, Colorado Springs, CO
Revision Number:

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: **August 29, 2019**
2. Policy to be issued:
 - (a) ALTA Owners Policy 6-17-06
Proposed Insured: Cortland Acquisitions, LLC, a Georgia limited liability company
Proposed Policy Amount: \$2,925,000.00
 - (b) None
Proposed Insured:
Proposed Policy Amount: \$0.00
 - (c) None
Proposed Insured:
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is:
A Fee Simple, as to Parcels A through E, and an Easement, as to Parcel F
4. The Title is, at the Commitment Date, vested in:
P&B Investments, LLC, a Colorado limited liability company
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

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SCHEDULE A
(Continued)

PREMIUMS:

Owners Policy	5,627.00
Deletion of 1 - 4 upon requirements met and provided there is no recent, ongoing or anticipated construction on the land	75.00
Tax Certificate	72.00
Search & Exam	250.00
Additional Parcel Charge (\$100.00 x 3)	300.00

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27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

Page 2

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AMERICAN
LAND TITLE
ASSOCIATION



EXHIBIT A LEGAL DESCRIPTION

(5) Five parcels of land being a portion of Section 25, Township 13 South, Range 86 West of the Sixth Principal Meridian, being more particularly described as follows:

Basis of bearings: the Southerly boundary of Lot 1 as platted in Barnes Center Filing No. 1 recorded under Reception No. 214713559, records of El Paso County, Colorado, being monumented at the Easterly end by a 1- $\frac{1}{2}$ " aluminum surveyors cap stamped "CCES LLC PLS 30118" and at the Westerly end by a nail and brass disk stamped "RMLS", is assumed to bear S89°11'59"W, a distance of 331.16 feet.

Parcel A:

Tract A as platted in Barnes Center Apartments Filing No. 1 recorded under Reception No. 216713809, records of El Paso County, Colorado.

Parcel B:

Tract B as platted in Barnes Center Apartments Filing No. 1 recorded under Reception No. 216713809, records of El Paso County, Colorado;

EXCEPTING therefrom any portion lying with the boundaries of the document recorded under Reception No. 217106271.

Parcel B:

Tract A as platted in Barnes Center Filing No. 1 recorded under Reception No. 214713559, records of El Paso County, Colorado.

Parcel D:

Commencing at the Northeasterly corner of Tract B as platted in Barnes Center Apartments Filing No. 1 recorded under Reception No. 216713809, records of El Paso County, Colorado, said point being on the Southerly boundary of Lot 1 as platted in said Barnes Apartments, said point being the Point of Beginning;
Thence N89°50'31"E, on the Southerly boundary of said Lot 1, a distance of 473.97 feet to a point on the Westerly boundary line of a parcel of as described in a document recorded under Reception No. 214069728;
Thence S00°04'26"W, on said boundary line, a distance of 586.27 feet to a point on the Northerly boundary line of Nowell and Associates at Integrity Center Point recorded under Reception No. 217714023;
Thence S89°11'20"W on the Northerly boundary of said Nowell and Associates at Integrity Center Point, a distance of 334.50 feet to a point on curve, said point being on the Easterly boundary of said Tract B;
Thence on said Easterly boundary, the following (7) seven courses:

1. On the arc of a curve to the left whose center bears S52°07'32"W, having a delta of 18°30'07", a radius of 225.00 feet and a distance of 72.66 feet to a point of tangent;
2. N56°22'35"W, a distance of 96.41 feet;
3. S33°37'25"W, a distance of 5.00 feet;
4. N56°22'35"W, a distance of 10.00 feet to a point of curve;
5. On the arc of a curve to the right having a delta of 94°42'10", a radius of 180.00 feet and a distance of 297.52 feet to a point of reverse curve;

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EXHIBIT A
(Continued)

6. On the arc of a curve to the left having a delta of $38^{\circ}28'53''$, a radius of 220.00 feet and a distance of 147.76 feet to a point of tangent;
7. $N00^{\circ}09'18''W$, a distance of 87.18 feet to the Point of Beginning.

Parcel E:

Commencing at the most Westerly corner of Tract A as platted in Barnes Center Filing No. 1 recorded under Reception No. 214713559, records of El Paso County, Colorado, said point being on the Northerly boundary of Tract 6, Saddleback Estates (now vacated according to a vacation plat of a portion of Saddleback Estates recorded in Plat Book Y-3 at Page 142) said point also being the Point of Beginning;

Thence $N53^{\circ}17'21''W$, on the Northerly boundary of said Tract 6, a distance of 183.14 feet to the most Northerly corner of said Tract 6 being also the Southeasterly corner Tract 7 as platted in said Saddleback Estates (now vacated according to a vacation plat of a portion of Saddleback Estates recorded in Plat Book Y-3 at Page 142);

Thence $N36^{\circ}49'27''W$, on the Easterly boundary of said Tract 7, a distance of 262.29 feet to an angle point in the boundary of said Tract 7;

Thence $N00^{\circ}09'29''W$, on the Easterly boundary of said Tract 7 and the Easterly boundary of Tracts 8 and 9 as platted in said Saddleback Estates (now vacated according to a vacation plat of a portion of Saddleback Estates recorded in Plat Book Y-3 at Page 142) a distance of 608.71 feet to the Southwesterly corner of Tract A as platted in Barnes Center Apartments Filing No. 1 recorded under Reception No. 216713809;

Thence $S67^{\circ}14'14''E$, on the Southerly boundary of said Tract A, a distance of 137.22 feet, to a point on curve, said point being on the Westerly boundary of Tract B as platted in said Barnes Center Apartments Filing No. 1;

Thence on said Westerly boundary of Tract B, the following (7) seven courses:

1. On the arc of a curve to the right whose center bears $N67^{\circ}14'14''W$, having a delta of $15^{\circ}33'50''$, a radius of 180.00 feet and a distance of 48.90 feet to a point of reverse curve;
 2. On the arc of a curve to the left having a delta of a radius of 220.00 feet and a distance of 363.63 feet to a point of tangent;
 3. $S56^{\circ}22'35''E$, a distance of 10.00 feet;
 4. $S33^{\circ}37'25''W$, a distance of 5.00 feet;
 5. $S56^{\circ}22'35''E$, a distance of 96.41 feet to a point of curve;
 6. On the arc of a curve to the right having a delta of $55^{\circ}38'09''$, a radius of 175.00 feet and a distance of 169.93 feet to a point of tangent;
 7. $S00^{\circ}44'25''E$, a distance of 101.79 feet to the Southwesterly corner of said Tract B, said point be the Northwesterly corner of said Tract A as platted in Barnes Center Filing No. 1;
- Thence on the Westerly boundary of said Tract A, as platted in Barnes Center Filing No. 1, the following (3) three courses:

1. $S00^{\circ}44'25''E$, a distance of 129.35 feet to a point of curve;
2. On the arc of a curve to the right having a delta of $16^{\circ}10'57''$, a radius of 175.00 feet and a distance of 49.43 feet to a point of tangent;
3. $S15^{\circ}26'32''W$, a distance of 27.91 feet to the Point of Beginning.

Douglas P. Renelt, Professional Land Surveyor

Colorado P.L.S. No. 30118

For and on Behalf of Classic Consulting, Engineers and Surveyors, LLC

March 26, 2018

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EXHIBIT A
(Continued)

Parcel F:

Those easement rights as described in Amended and Restated Shared Access Easement and Maintenance Agreement recorded September 14, 2006 at Reception No. 206136495, El Paso County Records.

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27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

Page 5

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AMERICAN
LAND TITLE
ASSOCIATION



SCHEDULE B
PART I – REQUIREMENTS

All of the following Requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.

Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

- d. Furnish for recordation a partial release of deed of trust:

Amount:	\$5,700,000.00
Trustor/Grantor:	Barnes Center, Inc., a Colorado corporation
Trustee:	Public Trustee of El Paso County
Beneficiary:	Cypress partners Ltd, a Colorado limited partnership
Dated Date:	August 4, 2014
Recording Date:	August 4, 2014
Recording No.:	<u>Reception No. 214069729</u>

Description of land to be partially released: See Legal description on Schedule A

- Note: The above required release must be accompanied by the original deed of trust and security documents (notes) marked "Paid In Full." The Public Trustee will not accept said release without the requested evidence being presented unless the lender qualifies to give the Release without presentation of the original evidence of debt as provided for under Colorado Revised Statutes.

- e. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: P&B Investments, LLC, a Colorado limited liability company

a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member

b) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

c) Recordation of a Statement of Authority

d) Copies of resolution(s), agreements and/or other documentation necessary to establish the authority of parties executing on behalf of entities disclosed as part of an organizational structure managing said Limited Liability Company

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SCHEDULE B
PART I – Requirements
(Continued)

- f. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- g. Satisfactory evidence must be furnished from the secretary or other duly qualified officer of the Association showing that all assessments and fees, including special assessments or payments due to others, such as master associations, are paid in full through the date of closing.
- h. The Company will require a survey of the subject Land, which is in compliance with minimum technical standards, prepared by a duly registered and licensed surveyor. If the owner of the Land the subject of this transaction is in possession of a survey, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be submitted to the Company for examination. In order to prevent delays, please furnish the survey at least 10 days prior to the close of this transaction.

If an existing survey is to be relied upon, an affidavit from the seller(s)/mortgagor(s) must be furnished to the Company stating that no improvements have been made on the Land the subject of this transaction or adjacent thereto subsequent to the survey presented to the Company.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- i. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created as to Cortland Acquisitions, LLC, a Georgia limited liability company.
- j. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): P&B Investments, LLC, a Colorado limited liability company

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

Note: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

END OF REQUIREMENTS

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



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 will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: The above exception will not appear on policies where closing and settlement has been performed by the Company.

6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.
9. Terms, conditions, provisions, agreements, reservations and obligations contained in the Warranty Deed as set forth below:

Recording Date: March 18, 1916
Recording No.: Book 447 Page 384

10. Terms, conditions, provisions, agreements, reservations and obligations contained in the Special Warranty Deed as set forth below:

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SCHEDULE B
PART II – Exceptions
(Continued)

Recording Date: March 31, 1917
Recording No.: Book 569 Page 34

11. Terms, conditions, provisions, agreements, reservations and obligations contained in the Warranty Deed as set forth below:

Recording Date: March 2, 1920
Recording No.: Book 601 Page 524

12. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Saddleback Estates:

Recording Date: June 18, 1969
Recording No.: Reception No. 672786

A Vacation Plat of a Portion of Saddleback Estates:

Recording Date: July 17, 1985
Recording No.: Reception No. 1276026

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SCHEDULE B
PART II – Exceptions
(Continued)

13. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document:

Recording Date: June 23, 1969
Recording No.: Book 2297 Page 79

Modification of Protective Covenants Concerning Tracts 1 Through 16 of Saddleback Estates:

Recording Date: June 22, 1979
Recording No.: Book 3192 Page 38

Ratification of Modification of Protective Covenants Concerning Tracts 1 Through 16 of Saddleback Estates:

Recording Date: November 25, 1981
Recording No.: Book 3506 Page 365

Amendment of Protective Covenants Concerning Tracts 1 Through 16 of Saddleback Estates, Now Vacated:

Recording Date: November 8, 2011
Recording No.: Reception No. 211110308

And

Recording Date: November 2, 2012
Recording No.: Reception No. 212130537

And

Recording Date: December 17, 2013
Recording No.: Reception No. 213148456

14. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 82-305, Land Use - 156 as set forth below:

Recording Date: November 1, 1982
Recording No.: Book 3628 Page 792

15. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of High Chaparral:

Recording Date: December 20, 1985
Recording No.: Reception No. 1340063

16. Terms, conditions, provisions, agreements and obligations contained in the Annexation Agreement as set forth below:

Recording Date: December 30, 1985

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SCHEDULE B
PART II – Exceptions
(Continued)

Recording No.: Book 5107 Page 1190

17. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 85-18 as set forth below:

Recording Date: December 30, 1985
Recording No.: Book 5107 Page 1226

18. Any taxes or assessments by reason of the inclusion of the Land in the Metex Metropolitan District:

Recording Date: October 14, 1986
Recording No.: Book 5253 Page 273

Notice (in regards thereto):

Recording Date: March 23, 1987
Recording No.: Book 5335 Page 371

Notice of Claim by Metex Metropolitan District to Certain Easements and Rights-of-Way:

Recording Date: October 26, 1989
Recording No.: Book 5680 Page 1364

19. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The City of Colorado Springs
Purpose: Electrical, Gas, Water, Sewer and Communication Lines and Fixtures
Recording Date: March 25, 1988
Recording No.: Book 5487 Page 1484

20. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 135-82 as set forth below:

Recording Date: March 15, 1990
Recording No.: Book 5719 Page 410

21. Terms, conditions, provisions, agreements and obligations contained in the Quitclaim Deed as set forth below:

Recording Date: May 16, 1995
Recording No.: Book 6649 Page 246

22. Terms, conditions, provisions, agreements and obligations contained in the Declaration of Access Easement as set forth below:

Recording Date: January 9, 2001
Recording No.: Reception No. 201003135

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SCHEDULE B
PART II – Exceptions
(Continued)

23. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Colorado Springs
Purpose: Pipelines, Conduits, Vaults, Poles ... and Fixtures
Recording Date: July 24, 2006
Recording No.: Reception No. 206107544
(Affects Parcel F)

24. Terms, conditions, provisions, agreements and obligations contained in the Amended and Restated Shared Access Easement and Maintenance Agreement as set forth below:

Recording Date: September 14, 2006
Recording No.: Reception No. 206136495
(Affects Parcel F)

25. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Colorado Springs
Purpose: Pipelines, Conduits, Vaults, Poles ... and Fixtures
Recording Date: September 22, 2006
Recording No.: Reception No. 206140815
(Affects Parcel F)

26. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Colorado Springs
Purpose: Drainage Easement
Recording Date: September 27, 2006
Recording No.: Reception No. 206142803
(Affects Parcel F)

27. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of The Plaza at Barnes Filing No. 1:

Recording Date: October 23, 2006
Recording No.: Reception No. 206712454
(Affects Parcel F)

28. Reservations contained in the Patent:

From: The United States of America
To: Henry W. Austin
Recording Date: November 22, 2011
Recording No.: Reception No. 211115733

Which among other things recites as follows:

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SCHEDULE B
PART II – Exceptions
(Continued)

A right of way thereon for ditches or canals constructed by the authority of the United States of America.

The right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

29. Terms, conditions, provisions, agreements, reservations and obligations contained in the Special Warranty Deed as set forth below:

Recording Date: August 4, 2014
Recording No.: Reception No. 214069728

30. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Colorado Springs, Colorado
Purpose: Avigation Easement
Recording Date: October 28, 2014
Recording No.: Reception No. 214098969

31. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The City of Colorado Springs, Colorado
Purpose: Drainage Improvements easement
Recording Date: November 25, 2014
Recording No.: Reception No. 214108710

32. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Barnes Center Filing No. 1:

Recording Date: December 9, 2014
Recording No.: Reception No. 214713559

33. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document:

Recording Date: December 12, 2014
Recording No.: Reception No. 214114387

34. Terms, conditions, provisions, agreements and obligations contained in the Declaration of Use Restrictions as set forth below:

Recording Date: December 12, 2014

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SCHEDULE B
PART II – Exceptions
(Continued)

Recording No.: Reception No. 214114428

35. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Colorado Springs
Purpose: Pipelines, Conduits, Poles, Vaults et al and Fixtures
Recording Date: December 19, 2014
Recording No.: Reception No. 214117104

36. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Colorado Springs, Colorado
Purpose: Avigation Easement
Recording Date: April 14, 2016
Recording No.: Reception No. 216038197

37. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Barnes Center Apartments Filing No. 1:

Recording Date: July 7, 2016
Recording No.: Reception No. 216713809

38. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the Barnes Center Metropolitan District, as evidenced by instrument(s):

Recording Date: December 28, 2017
Recording No.: Reception No. 217156146

Notice of Special District Disclosure:
Recording Date: January 12, 2018
Recording No.: Reception No. 218005327

END OF EXCEPTIONS

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27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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Page 7





Inquire before you wire!

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and **DO NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;

- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see “**Choices With Your Information**” to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an “opt out” request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF’s headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the “Service Websites”). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender’s privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender’s privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or

(2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer



PRE-APPLICATION MEETING SUMMARY

Area: Central Date: 9/10/2019

Pre-Application No.: DJS 19-59

Applicant(s) Present: Kyle Campbell and others

Lot Size: 9.78ac

Site Location: Integrity Center Point

TSN: 6324401097

Project Description: Phase 2 Multi-Family Residential (Apartments and Townhomes)

Zone: PBC/AO

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

- | | | |
|--|---|---|
| <input type="checkbox"/> 2020 Land Use Map Amendment | <input type="checkbox"/> Development Agreement (PUD Zone) | <input type="checkbox"/> Street Name Change |
| <input 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 checked="" type="checkbox"/> Master Plan <input checked="" 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 checked="" type="checkbox"/> Conditional Use <input type="radio"/> MJ <input type="radio"/> MN <input type="radio"/> MM | <input type="checkbox"/> Property Boundary Adjustment | <input type="checkbox"/> Zone Change |

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

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

NEIGHBORHOOD ORGANIZATION:

Neighborhood Association/Contact: _____ Neighborhood Meeting

PUBLIC NOTIFICATION REQUIREMENTS:

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

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

ADDITIONAL STUDIES/MATERIALS TO BE SUBMITTED WITH APPLICATION:

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

LDTC MEETING: Yes No **Date:** _____ **Time:** _____

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

- The proposed multi-family residential development will require the review and approval of a Major Master Plan Amendment, Conditional Use Development Plan, Final Subdivision Plat, and, if necessary, any administrative relief/nonuse variances. With the exception of the final subdivision plat application, all the project applications will be determined by City Council. Everything must be elevated to City Council due to the master plan amendment application.
- The entitlement documents will need to contain all application City standard notice and notes (i.e. lighting, avigation, HOA, ADA, etc.)
- A final drainage report will be required.
- While a traffic study is not required based on the proposed number of units and the recent signalization of the Integrity Center Point and Barnes Road intersection, staff strongly recommends an analysis be prepared as recent proposal have had opposition that focused on traffic as a major issue.
- A neighborhood meeting will be required. The meeting can either be held before or during the internal review stage.
- Four-sided architecture will be required for all buildings and structures.
- A photometric plan will be necessary, as the project is adjacent to less dense residential uses.
- While staff are no longer enforcing a previously established noise policy, it is recommended that noise mitigation be provided.

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

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

Fee Estimate: TBD

Number of Plans: 1 digital and 1 hard copy of plans (2 copies of all reports)

Daniel Sexton, AICP
Senior Planner
Land Use Review
Planning & Community Development

30 S. Nevada Avenue, Suite 105 Phone: (719) 385-5366
P.O. Box 1575, MC 155 Fax: (719) 385-5167
Colorado Springs, CO 80901-1575 dsexton@springsgov.com

PLANNING & DEVELOPMENT DEPARTMENT
Project Notification Information

Date: March 20, 2020
Planner: Daniel Sexton
Planner email: daniel.sexton@coloradosprings.gov
Planner phone number: (719) 385-5366
Applicant Email: kcampbell@classicconsulting.net
Applicant Name: Kyle Campbell
TSN: 63244010997

PROJECT: Barnes Center Apartments

<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.

Conditional Use Development Plan

Request by P & B Investments, LLC, with representation by Classic Consulting Engineers & Surveyors, LLC, for approval of a Conditional Use Development Plan for the Barnes Center Apartments Filing 2 project. If approved, the proposed application would allow for the development of a 183-unit multi-family apartment project with a clubhouse and ancillary site improvements. The site is zone PBC/AO (Planned Business Commercial with an Airport Overlay), is 6.66 acres in size, and is located between Integrity Center Point and Powers Boulevard.

Final Plat

Request by P & B Investments, LLC, with representation by Classic Consulting Engineers & Surveyors, LLC, for approval of a Final Subdivision Plat for Barnes Center Apartments Filing No. 2. If approved, the proposed application would allow for an unplatted 6.6 acre parcel to be platted into a lot under Barnes Center Apartments Filing No. 2. The site is zone PBC/AO (Planned Business Commercial with an Airport Overlay), is 6.66 acres in size, and is located between Integrity Center Point and Powers Boulevard.

Minor Development Plan Amendment

Request by P & B Investments, LLC, with representation by Classic Consulting Engineers & Surveyors, LLC, for approval of a Minor Development Plan Amendment for the Barnes Center Apartment project. If approved, the proposed amendment would allow for the creation of a secondary access between the Barnes Center Apartment and Barnes Center Apartment Filing 2 project. The site is zone R5/AO (Multi-Family Residential with an Airport Overlay), is 13.4 acres in size, and is located between Integrity Center Point and Powers Boulevard.

[Type text]

POSTCARD

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

- This project proposes a 183-unit multi-family development with ancillary site improvements
- Platting of an unplatted 6.6 acre parcel into a lot of record
- The creation of a secondary access between the proposed multi-family project to the south

POSTER

Fill out applicable information below:

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

A development plan and plat for a multi-family development

Planning and Development Distribution Form

Final Plat

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

Planner Intake Date: **Daniel Sexton, 3/20/2020**

Admin Receive Date: **3/20/20**

Project Name: **Barnes Center Apartments Filing 2**

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

2. Date buckslip comments are due (21 calendar days after submittal): Friday, April 10, 2020

3. HOA: Barnes Center Property Owners Associations, LLC (172) and Barnes Center Metro District

4. STANDARD DISTRIBUTION:

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

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

60	<input type="checkbox"/> Transit	Roger.Austin@coloradosprings.gov
25	<input type="checkbox"/> County Health Department	aarondoussett@elpasoco.com
30	<input type="checkbox"/> Comcast	Jason_Jacobsen@comcast.com DENNIS_LONGWELL@comcast.com WSTMWR_MDSubmissions@comcast.com
3	<input type="checkbox"/> CONO	rdavis@cscono.org mcupp@cscono.org
92	<input type="checkbox"/> Forestry	jcooper@springsgov.com
56	<input type="checkbox"/> PlanCOS	PlanCOS@coloradosprings.gov

5. SCHOOL DISTRICT:

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

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

ID#	Division Name	Email/Distribution Notes
	<input checked="" type="checkbox"/> None	
84	<input type="checkbox"/> Fort Carson	john.j.sanders71.civ@mail.mil Thomas.j.wiersma.civ@mail.mil
46	<input type="checkbox"/> NORAD	Michael.kozak.2@us.af.mil Michael.Shafer.4@us.af.mil joseph.elms@us.af.mil 21CES.CENB.BaseDevelopment@us.af.mil
26	<input type="checkbox"/> USAFA	corine.weiss@us.af.mil craig.johnson.35.ctr@us.af.mil steven.westbay.ctr@us.af.mil elizabeth.dukes.3.ctr@us.af.mil 10CES.CENP.USAFADREVIEWGRP@us.af.mil
75	<input type="checkbox"/> Peterson	Michael.Shafer.4@us.af.mil

	joseph.elms@us.af.mil 21CES.CENB.BaseDevelopment@us.af.mil
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7. OPTIONAL DISTRIBUTION (Depending on Location of Site):

ID#	Division Name	Email/Distribution Notes
	<input type="checkbox"/> None	
59	<input type="checkbox"/> StratusIQ – AKA Falcon Broadband	jlandis@stratusiq.com tking@stratusiq.com cotrin@stratusiq.com BLR & Flying Horse
27	<input checked="" type="checkbox"/> CDOT (adjacent to CDOT ROW)	Valerie.sword@state.co.us
34	<input type="checkbox"/> Colorado Geological Survey	cgs_lur@mines.edu
33	<input type="checkbox"/> SECWCD, Garrett Markus	garrett@secwcd.com
18	<input type="checkbox"/> Streamside Area Overlay	Tasha.Brackin@coloradosprings.gov
15	<input type="checkbox"/> Hillside Overlay	Kerri.Schott@coloradosprings.gov
20	<input checked="" type="checkbox"/> Airport	kandrews@springsgov.com
63	<input checked="" type="checkbox"/> El Paso County Dev. Services Division	Craigdossey@elpasoco.com Review of Plans within ½ mile of a County/City Border
43	<input type="checkbox"/> Wescott Fire District (adjacent only)	admin@wescottfire.org
71	<input type="checkbox"/> Falcon Fire Protection District	tharwig@falconfire.org
72	<input type="checkbox"/> Black Forest Fire Protection District	chief@bffire.org
81	<input type="checkbox"/> Broadmoor Fire Protection District	chief@broadmoorfire.com noalsperran@gmail.com
80	<input type="checkbox"/> CSURA – Urban Renewal	Jwalker@springsgov.com ;
5	<input type="checkbox"/> Metro District	Metro District email
65	<input type="checkbox"/> Kate Brady, Mike Planning, Traffic	kbrady@springsgov.com
53	<input type="checkbox"/> UCCS Review – North Nevada Overlay zone	mwood@uccs.edu
49	<input type="checkbox"/> Chelsea Gaylord, Economic Development	Chelsea.Gaylord@coloradosprings.gov QOZ

8. LAND USE REVIEW:

Hard Copy Full sized plans

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