



MANITOU SPRINGS CITY PLANNING COMMISSION REGULAR MEETING AGENDA

All upcoming CPC meetings are scheduled to be hybrid,
Zoom (remote) or in-person at Memorial Hall.

In Person: Memorial Hall
606 Manitou Avenue

Manitou Springs, CO 80829

Remote: A link is provided on the City's Official Website at

<https://www.manitouspringsgov.com/544/All-Boards-and-Commissions>

May 14, 2025

5:30 PM

- A. CALL TO ORDER**
- B. APPROVAL OF MINUTES**
- C. UNFINISHED BUSINESS**
- D. PUBLIC COMMENT ON NON-AGENDA ITEMS**
- E. NEW BUSINESS**
 - 1. ADJ 2501 - Boundary Adjustment, VAR 2502 – Variance (Setback), and VAR 2503 – Variance (Lot Frontage) at 360 Via Linda Vista and 370 Via Linda Vista
- F. OTHER BUSINESS**
 - 1. Code Revisions Work Session
- G. NOTICE OF COUNCIL ACTION AND UPDATES**
- H. ADJOURNMENT**

Commissioners:

Alan Delwiche, Chair (12/31/2026)
Justin Wilson, Vice Chair (12/31/2025)
Mike Casey (12/31/2027)
Stephen Graybill (12/31/2026)
Gloria Latimer (12/31/2025)
Roy Rosenthal (12/31/2028)
Carey Storm (12/31/2028)
Megan Day, Alternate Commissioner (12/31/2027)
Frank DeLay, Alternate Commissioner (12/31/2029)

1 alternate position available

City Council Liaison: Julie Wolfe

Staff:

Fred Rollenhagen, Planning Director
Chelsea Royston, Senior Planner
Erin Ringsred, Planner and Landscape Architect II
Zachary Davison, Planner I

The City of Manitou Springs does not discriminate on the basis of disability in the admission to, access to, or operations of programs, services or activities. Reasonable accommodation will be provided to ensure equal access to all. Individuals who would like to request auxiliary aids or services should contact the ADA Coordinator at (719) 685-5481 or jfryer@manitouspringsco.gov. You may also contact the City Clerk's Office at cityclerk@manitouspringsco.gov or (719) 685-2554. Please provide a minimum of 3-5 days advance notice.

Interested citizens are invited to serve on any of the City's Boards or Commissions. Please contact the City Clerk's Office for more information or visit our website at: www.manitouspringsgov.com.



Title: ADJ 2501 - Boundary Adjustment, VAR 2502 – Variance (Setback), and VAR 2503 – Variance (Lot Frontage) at 360 Via Linda Vista and 370 Via Linda Vista

From: Fred Rollenhagen

To: City Planning Commission

Address of Proposal: 360 Via Linda Vista and 370 Via Linda Vista

Applicant: Jane and Roy Rosenthal, owners of 370 Via Linda Vista

May 14, 2025

Proposal:

The applicants are requesting a Boundary Adjustment (ADJ 2501) to redraw the property boundary of 360 Via Linda Vista to incorporate an existing legal nonconforming carport that currently exists within the property boundaries of 370 Via Linda Vista.. The new property boundaries would create two new nonconformities for which variances are being sought. One Variance (VAR 2502) is for the new rear setback on 360 Via Linda Vista created by the Boundary Adjustment, which is proposed to be approximately eighteen (18) feet where twenty-five (25) feet is required. The other Variance (VAR 2503) is for the lot frontage of 370 Via Linda Vista which is proposed to be reduced to approximately fifteen (15) feet where eighty-five (85) feet is required.

Zone District:

Low Density Residential (LDR Zone) District

Background & Existing Conditions:

The applicants (Jane and Roy Rosenthal) owned both 360 Via Linda Vista and 370 Via Linda Vista from 1977 until 2025. Until recently, they resided in the residence on 360 Via Linda Vista and utilized a carport that was on 370 Via Linda Vista, which was otherwise undeveloped. At some point in the past, the two lots were combined under one tax number by El Paso County. The owners state there are no other viable parking spaces on the lot for 360 Via Linda Vista. In 2024, the applicants submitted plans to construct an additional, more senior-friendly, residence on 370 Via Linda Vista which would enable them to sell 360 Via Linda Vista. Though initially Planning staff required a minor subdivision, legal counsel advised staff that the prior property boundary could be re-established as originally platted since it was never vacated through a legal subdivision process. The lot line was re-established with the intent that 360 Via Linda Vista would be granted an easement for use of the carport. The applicants received feedback from several would-be buyers that the easement was not sufficient and dissuaded those parties from purchasing 360 Via Linda Vista.

In order to sell 360 Via Linda Vista, the applicants requested a property boundary adjustment and two variances to officially incorporate the carport into the 360 Via Linda Vista lot. New owners purchased 360 Via Linda Vista while these applications were in review between April



9th and May 8th, 2025. According to the applicants, the new owners “expressed a strong wish for the boundary adjustment application to proceed”.

Application Detail:

ADJ 2501

The property boundary adjustment is intended to replace the need for the easement and would include the carport and associated land in the sale along with the 360 Via Linda Vista property. Boundary Adjustments are intended to make minor changes to lots that are of a small, technical nature. Code section 18.06.4.20.F-1 states “The property line is not increasing or decreasing an existing lot by more than fifteen percent (15%).” In order to minimize the net change in acreage between the two lots, the proposed boundary adjustment shifts the western-most north/south boundary line so that the western terminus of that line is further south than it is currently. In determining the appropriate footprint to include in the boundary adjustment, the existing legal nonconformities created circumstances that required new variances to be sought.

VAR 2502

The legal nonconforming carport sits approximately thirty-eight (38) feet from the new residence at 370 Via Linda Vista. The Low-Density Residential zone district requires minimum front setback of twenty (20) feet for permanent principal structures and minimum rear setbacks of twenty-five (25) feet for permanent accessory structures. It is not possible for both setbacks to be met in the allotted space. The proposed boundary adjustment will comply with the front yard setback for the principal structure at 370 Via Linda Vista but will only allow for an approximately eighteen (18) foot rear yard setback for the carport.

VAR 2503

The two lots front a cul-de-sac, which reduced the available length of frontage. The Low-Density Residential zone district requires eighty-five (85) feet of frontage for each lot, however, neither lot currently meets that minimum requirement. The proposed boundary adjustment will increase the lot frontage for 360 Via Linda Vista from approximately forty-eight (48) feet to approximately ninety-two (92) feet, which brings 360 Via Linda Vista into compliance with this dimensional standard. The proposed boundary adjustment will decrease the lot frontage of 370 Via Linda Vista from approximately fifty-nine (59) feet to approximately fifteen (15) feet. The proposed boundary adjustment includes a ten (10) foot side-yard setback for the existing legal nonconforming carport, which meets the dimensional standard for side setbacks from permanent accessory structures in the Low-Density Residential zone district. In addition, the new residence at 370 Via Linda Vista, while required to have frontage on a public right of way, is accessed via a common access easement that goes along the north east property boundary.

Public Involvement:



The application was publicly noticed in the newspaper and on site. Owners of properties within three-hundred feet of the property boundaries were notified via postcard. No public comments have been received as of the publication of this report.

Findings & Review Criteria:

18.06.4.20 – Boundary Adjustment – ADJ 2501

While boundary adjustments are typically within staff's scope of authority, variances are within the purview of City Planning Commission. Legal advice to staff supported the proposal to bring the boundary adjustment and variances to City Planning Commission.

F. Approval Criteria. To be considered a boundary adjustment and not a *replat*, the proposed boundary adjustment must meet all of the following criteria:

1. The property line is not increasing or decreasing an existing lot by more than fifteen percent (15%).
 - a. The proposed boundary adjustment will not increase or decrease an existing lot by more than 15 percent:

360 Via Linda Vista (lot 16) will be increased from 22,228 Sq Ft to 23015 Sq Ft., an increase of 787 Sq Ft (3.54 %).

370 Via Linda Vista (lot 15) will be decreased from 18,187 Sq Ft to 17400 Sq Ft, a decrease of 787 Sq Ft (4.33%) .
2. The boundary adjustment does not increase or decrease the number of lots, tracts, or parcels or create new lots, tracts, or parcels;
 - a. The proposed boundary adjustment maintains two (2) lots, no tracts nor parcels.
3. The boundary adjustment does not affect a recorded easement without the prior approval of the easement holder;
 - a. The proposed boundary adjustment will not affect any recorded public easements. The private recorded easement for use of the carport will not be directly affected but will be made redundant by the boundary adjustment. Although it could be left intact, the plan is to terminate that easement if the boundary adjustment and variances are approved.
4. Right-of-way is not affected or changed;
 - a. There are no anticipated changes to the right-of-way.
5. The boundary adjustment will not create any nonconformities or increase the degree of nonconformity of any existing structure or use;
 - a. Staff sought legal advice for this criterion. The City Attorney stated



“The purpose of a variance is essentially an exception to land use/zoning requirements, and a nonconformity is a violation of the code.

Here, if the applicant can demonstrate that they meet the variance criteria for the nonconformance that would be created due to this boundary adjustment, then the boundary adjustment could move forward. I think [both] requests should be submitted together, and it should be made clear the boundary adjustment is contingent on the variance being approved.”

The suggested conditions contains the language “The approval of any of the applications is contingent upon the approval of all applications.” Which shall be interpreted to mean that approval of the boundary adjustment ADJ 2501 is contingent upon the approval of both variance requests VAR 2502 and VAR 2503; the approval of each variance request VAR 2502 or VAR 2503 is contingent upon the approval of the boundary adjustment ADJ 2501 and the other variance request VAR 2503 or VAR 2503.

6. The boundary adjustment shall comply with all other applicable requirements of this LUDC and all other applicable regulations and requirements.

a. Apart from the variances outlined, the boundary adjustment meets this requirement.

18.06.4.2 – Variance – VAR 2502 (rear setback)

E. Approval Criteria. No variance shall be authorized unless the Planning Commission finds that all of the following criteria have been met. The endorsement of the variance by adjacent landowners does not relieve the applicant of the burden of meeting the requirements set forth in this section:

1. Not result in development of areas at risk of natural hazards, unless adequate mitigation is provided to the satisfaction of the Planning Director pursuant to the standards in Chapter 18.03; and

a. No new development is proposed.

2. No adverse impact will result on adjacent properties;

a. The variance will not have adverse effects on adjacent properties of which staff is aware. The proposed reduction of the rear yard will impact 370 Via Linda Vista, however, it will be encumbering a portion of the lot that is currently inaccessible to 370 Via Linda Vista, due to a rock outcropping. The proposed boundary adjustment redistributes land in the rear of 370 Via Linda Vista to offset this encumbrance, and therefore no adverse impact is anticipated as a result of this variance.

F. Additionally, variance requests must meet a minimum of four (4) of the following criteria:

1. The applicant would suffer unnecessary hardship as a result of the application the LUDC, which hardship is not generally applicable to other lands or structures in the same zone district because of the unusual configuration of the applicant's property boundaries, unique circumstances related to the location of existing structures thereon, or the existence of exceptional topographic conditions thereon;



- a. The owner of 360 Via Linda Vista would be the only lot on the cul-de-sac without on-site parking, which the applicant attributes to topography that is unique to that site.
2. There are no design alternatives or alternative locations for structures that would eliminate the need for the requested variance or would reduce the amount of the variance required. The variance is the minimum variance that will make possible the reasonable use of the land or structure;
 - a. It appears to staff that a possible alternative parking location on the site could be established to the south of the front entrance path. It would require removal of established vegetation and construction in an area with potentially steep grades.
3. The enforcement of the provisions of the LUDC deprives the applicant of rights enjoyed by a majority of the other properties in the same zone district;
 - a. The LUDC requires off-street parking for residences. If these applications are not approved, it could potentially re-establish a nonconformity in the parking requirement for 360 Via Linda Vista. However, an easement is a legal right that affords full use of the carport.
4. The need for the variance is not the result of from actions of previous property owners or is a an otherwise self-imposed hardship;
 - a. The applicants state that the hardship is due to the topography of the site. It is the opinion of staff that reestablishing the original property boundary in 2023 is the action that created this hardship. Had the lots been left as one property, the carport would have remained on the same lot as 360 Via Linda Vista.
5. There is a disability affecting the owners or tenants of the property or any member of the family of an owner or tenant who resides on the property, which impairs the ability of the disabled person to utilize or access the property;
 - a. The applicants have indicated that this criterion does not apply.
6. The variance request is required in order to preserve a contributing structure in a historic sub district.
 - a. This property is not in a historic sub district.

18.06.4.2 – Variance – VAR 2503 (lot frontage)

E. Approval Criteria. No variance shall be authorized unless the Planning Commission finds that all of the following criteria have been met. The endorsement of the variance by adjacent landowners does not relieve the applicant of the burden of meeting the requirements set forth in this section:

1. Not result in development of areas at risk of natural hazards, unless adequate mitigation is provided to the satisfaction of the Planning Director pursuant to the standards in Chapter 18.03; and
 - a. No new development is proposed.



2. No adverse impact will result on adjacent properties;

a. The variance will not have adverse effects on adjacent properties of which staff is aware. The proposed reduction of the lot frontage does not impact how the property is physically accessed.

F. Additionally, variance requests must meet a minimum of four (4) of the following criteria:

1. The applicant would suffer unnecessary hardship as a result of the application the LUDC, which hardship is not generally applicable to other lands or structures in the same zone district because of the unusual configuration of the applicant's property boundaries, unique circumstances related to the location of existing structures thereon, or the existence of exceptional topographic conditions thereon;

a. The applicants state that a hardship exists because, without approval of these applications, the new owners of 360 Via Linda Vista could be prevented from owning the parking spaces as historically used. However, since 360 Via Linda Vista was successfully sold to new owners prior to a decision on these application, staff concludes that the preference of the new owners does not constitute a hardship for the owners of 370 Via Linda Vista.

2. There are no design alternatives or alternative locations for structures that would eliminate the need for the requested variance or would reduce the amount of the variance required. The variance is the minimum variance that will make possible the reasonable use of the land or structure;

a. There is not enough frontage on the cul-de-sac to support two lots and the LUDC does not have provisions to reduce frontage on cul-de-sacs or other irregularly shaped lot frontages.

3. The enforcement of the provisions of the LUDC deprives the applicant of rights enjoyed by a majority of the other properties in the same zone district;

a. There is no apparent disadvantage the owners of 370 Via Linda Vista would experience as a result of the denial of this application.

4. The need for the variance is not the result of from actions of previous property owners or is a an otherwise self-imposed hardship;

a. The owners state that the hardship is due to the topography of the site. It is the opinion of staff that reestablishing the original property boundary in 2023 is the action that created this hardship. Had the lots been left as one property, the carport would have remained on the same lot as 360 Via Linda Vista, preventing the need for any variances.

5. There is a disability affecting the owners or tenants of the property or any member of the family of an owner or tenant who resides on the property, which impairs the ability of the disabled person to utilize or access the property;

a. The applicants have indicated that this criterion does not apply.



6. The variance request is required in order to preserve a contributing structure in a historic sub district.

a. This property is not in a historic sub district.

Staff Recommendation:

Should the City Planning Commission find it appropriate to grant the boundary adjustment and two variances, staff recommends the following conditions:

1. The approval of any of the applications is contingent upon the approval of all applications.
2. Plat documents shall be updated to reflect new ownership of 360 Via Linda Vista prior to recording

Motion Language Options:

ADJ 2501 – Boundary Adjustment

Approve the Boundary Adjustment at 360 Via Linda Vista and 370 Via Linda Vista, based upon the findings that the request meets the review criteria for granting a Boundary Adjustment, as set forth in City Code Section 18.06.4.20, with staff's conditions as outlined.

Approve the Boundary Adjustment at 360 Via Linda Vista and 370 Via Linda Vista, based upon the findings that the request meets the review criteria for granting a Boundary Adjustment, as set forth in City Code Section 18.06.4.20, with an alteration to staff's conditions as follows...

Deny the Boundary Adjustment at 360 Via Linda Vista and 370 Via Linda Vista, based upon the findings that the request does not meet the review criteria for granting a Boundary Adjustment, as set forth in City Code Section 18.06.4.20.

Postpone the Boundary Adjustment at 360 Via Linda Vista and 370 Via Linda Vista to June 11, 2025 for further consideration.

VAR 2502 – Variance (setback)

Approve the Variance at 360 Via Linda Vista, based upon the findings that the request meets the review criteria for granting a Variance, as set forth in City Code Section 18.06.4.2 , with staff's conditions as outlined.

Approve the Variance at 360 Via Linda Vista, based upon the findings that the request meets the review criteria for granting a Variance, as set forth in City Code Section 18.06.4.2 , with an alteration to staff's conditions as follows...



Deny the Variance at 360 Via Linda Vista, based upon the findings that the request does not meet the review criteria for granting a Variance, as set forth in City Code Section 18.06.4.2 .

Postpone the Variance at 360 Via Linda Vista to June 11, 2025 for further consideration.

VAR 2503 – Variance (lot frontage)

Approve the Variance at 370 Via Linda Vista, based upon the findings that the request meets the review criteria for granting a Variance, as set forth in City Code Section 18.06.4.2 , with staff's conditions as outlined.

Approve the Variance at 370 Via Linda Vista, based upon the findings that the request meets the review criteria for granting a Variance, as set forth in City Code Section 18.06.4.2 , with an alteration to staff's conditions as follows...

Deny the Variance at 370 Via Linda Vista, based upon the findings that the request does not meet the review criteria for granting a Variance, as set forth in City Code Section 18.06.4.2 .

Postpone the Variance at 370 Via Linda Vista to June 11, 2025 for further consideration.



Manitou Springs Land Use & Development Code

DEVELOPMENT COVER SHEET

The main component of any application is demonstration of compliance with the LUDC. Applicants are expected to review the specific submittal checklists and standards, found at www.manitouspringsgov.com.

Return completed applications to:
606 Manitou Avenue
Manitou Springs, CO 80829
Phone (719) 685-4398

APPLICATION INFORMATION

Project Information

Project Name Boundary Adjustment
Physical Address 360 and 370 Via Linda Vista, Manitou Springs
Lot, Subdivision 16 & 15, Garden of the Gods Estates Filing No 1
Tax Schedule Number (TSN) _____
Pre-Application Conference Number (if applicable) _____

Property Owner

Name Jane E Rosenthal Trust (360)
Name Roy D Rosenthal Trust (370) Phone 719-337-4455
Email Pikehiker518@gmail.com
Mailing Address 370 Via Linda Vista, Manitou Springs, CO 80829

Agent/Applicant

Name Jane E Rosenthal, Trustee
Name Roy D Rosenthal, Trustee
Email Pikehiker518@gmail.com Phone 719-337-4455
Mailing Address 370 Via Linda Vista, Manitou Springs, CO 80829

Designate Primary Contact

- Property Owner Agent/Applicant

Application Package

- Application Fee.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See City Fee Schedule for list of application fees.
- Electronic Submittal.** A complete digital file of the application with attachments/plans sent to planningdept@manitouspringsco.gov.
- Hard Copy Submittal.** A complete printed file of the application with attachments/plans.
- Corporations and Partnerships.** If the owner is a partnership or corporation, proof that the owner can sign on behalf of the partnership or corporation.
- Response to Submittal Checklist.** All applications require response to applicable review standards, as outlined on the submittal checklists for each application type. If a pre-application conference is held, submittal checklists will be provided at the conference. If no pre-application conference is required, see the website for the applicable checklists.

For Office Use Only



APPLICATION TYPE

Physical Development Permits

- Concept Plan
- Minor Site Plan
- Minor Development Plan
- Major Development Plan
- Hillside Development Plan
- Sign Permit
- Grading Permit
- Material Change of Appearance

Use Permits

- Conditional Use Permit
- Short-term Rental Permit
- Long-term Occupancy Permit
- Wireless Facility Permit
- Temporary Use Permit - Minor
- Temporary Use Permit- Major

Subdivisions

- Minor Subdivision
- Major Subdivision
 - Preliminary Plat
 - Final Plat
- Boundary Adjustment
- Revised Final Plat
- Waiver of Replat
- Easement Vacation
- Rights-of-Way Vacation

Relief from the LUDC

- Waiver
- Variance

Amendments

- LUDC Amendment
- Minor Modification
- Rezoning

Applicant's Statement

I understand the procedures that apply to my request and acknowledge an incomplete application shall not be processed or scheduled for public hearing until such time as it is complete. City acceptance of the application, fee, and any accompanying materials does not constitute completeness. I further agree to reimburse the City for technical and professional consultant expenses that may be incurred during the review of my request. Failure to reimburse the City for invoiced expenses constitutes an incomplete application. I understand and acknowledge the use or action for which approval is requested is not allowed unless the permit is granted. I understand a pre-application appointment is required a minimum of 10 workdays prior to submission deadline.

Jane E. Rosenthal
 Applicant's Signature

04/07/2025
 Date

Owner's Statement

I have read and agree to the above statements. In addition, if I am not the applicant for this request, I further give the above designated applicant permission to make the request on my behalf.

Jane E. Rosenthal
 Property Owner's Signature

04/07/2025
 Date



Boundary Adjustment Checklist

Section 18.06.4.20 of the Municipal Code

This checklist is intended to aid applicants, however, it is not designed to be a substitute for the applicable code provisions. Applicants are expected to review the details of Title 18, available online at: www.manitouspringsgov.com under the "Government" tab and then click on "Municipal Code" in the drop-down menu.

Application submittal shall be coordinated with the Planner assigned to the pre-application meeting. Both a digital and hard copy of the application materials is required.

APPLICABILITY

The purpose of a boundary adjustment is to make minor changes to lots that are of a small, technical nature, but largely do not otherwise affect existing plats. A boundary adjustment may only be made to a previously approved final plat meeting the criteria listed in [Section 18.06.4.20](#). Only two whole-platted lots or a platted lot and a platted tract may be involved and neither may have received a prior boundary adjustment or a waiver of replat.

Do I Need a Pre-Application Meeting?

Yes. A Pre-Application Meeting is required prior to submittal.

PUBLIC NOTICE & HEARINGS

Upon the application's submittal, public notice must be mailed to all property owners within 300-feet of the subject property and a poster must be posted within view of the public right-of-way. The assigned Planner will manage this process.

A boundary adjustment application is reviewed and decided upon administratively requiring no public hearing. However, this administrative decision may be appealed to the City Planning Commission by the applicant, property owner, or a member of the public.

APPROVAL CRITERIA

To be considered a boundary adjustment and not a replat, the proposed boundary adjustment must meet all of the following criteria:

1. The property line is not increasing or decreasing an existing lot by more than fifteen percent (15%).
2. The boundary adjustment does not increase or decrease the number of lots, tracts, or parcels or create new lots, tracts, or parcels;
3. The boundary adjustment does not affect a recorded easement without the prior approval of the easement holder;
4. Right-of-way is not affected or changed;
5. The boundary adjustment will not create any nonconformities or increase the degree of nonconformity of any existing structure or use;
6. The boundary adjustment shall comply with all other applicable requirements of this LUDC and all other applicable regulations and requirements.



APPLICATION PACKAGE

Initial Application

- Response to Pre-Application Meeting Summary Checklist.** Following the pre-application meeting, you will be provided with a summary of applicable requirements that must be included for a complete application.
- Title Report.** A title report or title certificate prepared within the last six months that includes evidence of all easements and deed restrictions on the property, and including access and utilities across any properties not under the control of the owner to the property from a dedicated public road. Copies of the documents referenced in the report should not be submitted unless requested by the planner during review.
- Narrative Description of the Request.** Provide a detailed description of the subject request and how the approval criteria are met.
- Property Survey.** A certified property survey that includes the below:
 - Standardized scale
 - Subdivision name, lots and block number(s)
 - Existing lot lines of the subject properties (dimensioned)
 - Proposed lot line adjustment (dimensioned)
 - Existing easements (dimensioned) with the book and page or reception number
 - Date of property survey preparation
 - North arrow
 - Registered Land Surveyor Certification
 - Property owner name(s) and address(es) of both properties
 - Lot size of each property
 - Location and footprint size of all existing structures on both properties and their distance from the nearest property line
 - All existing utility locations
 - Adjacent right-of-ways labeled and dimensioned
 - The assigned file number for the subject request in the lower right-hand corner of the property survey
 - Information on all survey monuments recovered or set and used in the determination of property boundaries.
 - The below statement notarized and signed:



STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

We Jane E Rosenthal and Roy D Rosenthal being trustees of the Jane E Rosenthal Trust and Roy D Rosenthal Trust, the owners of the properties contained in the following legal description:

Lots 15 and 16, Garden of the Gods Estates filing no 1, El Paso County, CO

do hereby request that the boundaries of said property be adjusted as shown in the attached certified property survey and that this be considered the valid lot configuration for purposes of the City Municipal Code.

Jane E Rosenthal 4/4/25
Signature of Trustee of Property Owner Date

Roy D Rosenthal 4/4/25
Signature of Trustee of Property Owner Date

Subscribed and sworn to me before this 4th day of April, 2025

My Commission Expires: 03/23/2027 Lindy Allen
Notary Public

The Boundary Adjustment has been reviewed and approved by the City of Manitou Springs and is considered to be the valid lot configuration for purposes of the City Municipal Code.

Staff's Signature Date

LINDEY COLLINS
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20234009924
MY COMMISSION EXPIRES MAR 23, 2027

Boundary Adjustment Proposal narrative:

We, Jane and Roy Rosenthal , Trustees of the Jane E Rosenthal Trust and Roy D Rosenthal Trust, owners of the properties at 360 and 370 Via Linda Vista, Manitou Springs, CO, do respectively request that the boundary between the two properties be adjusted so that a portion of 370 Via Linda Vista, as identified on the accompanying survey, upon which sits a carport with two parking spaces, becomes included within the boundary of 360 Via Linda Vista.

Background and existing conditions:

In 1976 Vagge Construction took options on two lots at 360 and 370 Via Linda Vista, Manitou Springs, CO. We contracted to have a home built on 360, a very rugged lot with no place to park cars. The plan was to build a carport on a corner of 370 and transfer that portion of 370 to 360. Vagge planned to then build a house on 370.

In 1977, as construction on 360 was nearing completion, Vagge was unable to purchase 370 and abandoned plans to build on it due to financial problems. We purchased 370 so that the carport could be built. Vagge completed construction of the carport but transfer of the property under the carport was not done. We (and subsequently our trusts), have owned both properties since then.

In 2023 we developed plans to have a more “senior friendly” home built for us on 370. We had a pre application meeting with planner Chelsea Royston which resulted in a list of requirements both to build the new home and to adjust the boundary between the lots. Since adjustment could require variances, we asked then planning director Hannah Van Namwegen-McGuire if there was any way that we could move forward with the house build without the delay of the variance process. She suggested consulting with a real estate lawyer. That led to creating an easement agreement giving 360 full use and control of the carport. The easement boundary includes the land under the carport plus 10 feet of land to the west and north of the structure.

In January 2024, the Manitou Springs planning department approved our plan to build our new home including an attached garage on 370 with the pre-existing carport serving 360 remaining in place. We are now very much enjoying our new home.

Unfortunately, while the easement is perfectly legal and effective, we have found that potential buyers are uncomfortable not fully owning the land that the carport sits on. We have come to realize and accept that it is only natural for a homeowner to expect to own their parking spaces and structure. Therefore we are now applying for the boundary adjustment.

We see the boundary adjustment formalizing what has been the practical reality for 48 years and will have no impact whatsoever on neighbors or the community at large. We therefore believe that the adjustment will be of benefit to us while being of no detriment whatsoever to anyone else.

Note: The property 360 Via Linda Vista is under contract to be sold to Derek and Carley Keller. They have expressed a strong wish for the boundary adjustment to occur. If and when the sale goes through, documentation will be provided to the planning department.

Boundary Adjustment plan:

The boundary will be adjusted so that the land under the carport plus a 17.6 foot setback on the western (rear) side and 10 foot setback on the northern side of the carport will be included within lot 16 while the overall acreage of each lot will remain approximately the same as originally plated.

The rear setback is the maximum possible without impinging on the front setback of the newly built house on 370 Via Linda Vista thus requiring the setback variance (applied for separately)

The new boundary also results in an increased street frontage for 360 Via Linda Vista and a reduced frontage for 370 thus requiring a frontage variance (applied for separately).

Full legal description of the adjusted boundary has been provided by Rampart Surveys LLC:

Boundary Adjustment approval criteria:

1. The property line is not increasing or decreasing an existing lot by more than 15 percent: Change in acreage of existing lots will be minimal.
2. The adjustment does not increase or decrease the number of lots, tracts or parcels or create new lots, tracts or parcels: No change in the number of lots, No new lots created.
3. The adjustment does not affect a recorded easement: Easements will not be affected.
4. Right of way is not affected or changed: No change or impact.
5. The adjustment will not create any nonconformities or increase the degree of nonconformity of any existing structure or use:

The Manitou Springs city attorney has confirmed that if the variance requests are approved by the Planning Commission, then the boundary adjustment can occur and thus this criteria will be met. The existing carport structure will not be changed in any way in this process and will continue to be legal nonconforming. See two variance applications submitted.

6. The adjustment shall comply with all other applicable requirements of the LUDC and all other applicable regulations and requirements. To our knowledge, we are complying with all other regulations and requirements.



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

Countersigned by:

Noelle Lovato

Noelle Lovato
Authorized Countersignature

Guardian Title Agency
Company Name

Denver, Colorado
City, State



Frederick H. Eppinger
Frederick H. Eppinger
President and CEO

David Hisey
David Hisey
Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "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.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I - Requirements;
 - (f) Schedule B, Part II - Exceptions; and
 - (g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.:

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AMERICAN
LAND TITLE
ASSOCIATION



5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- (e) The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

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

STEWART TITLE GUARANTY COMPANY

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

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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AMERICAN
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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

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

STEWART TITLE GUARANTY COMPANY

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

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010-UN ALTA Commitment for Title Insurance (07-01-2021)

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AMERICAN
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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Guardian Title Agency

Issuing Office: 1155 Kelly Johnson Blvd, Suite 110, Colorado Springs, CO 80920

Issuing Office's ALTA® Registry ID: 1039445

Loan ID Number:

Commitment Number: 3117925-00789

Issuing Office File Number: 3117925-00789

Property Address: 370 Via Linda Vista, Manitou Springs, CO 80829

Revision Number:

APN:

1. **Commitment Date:** February 24, 2025 at 7:00AM

2. Policy to be issued:	Proposed Policy Amount:	Premium:
(a) ALTA® Owner's Policy	\$ N/A	\$ N/A

Proposed Insured: NOT APPLICABLE

(b) ALTA® Loan Policy	\$ N/A	\$ N/A
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Proposed Insured: NOT APPLICABLE

Owner's Policy Endorsements
TBD Commitment Fee \$300.00

Bundled Concurrent Loan Policy
NOT APPLICABLE

3. **The estate or interest in the Land at the Commitment Date is:**
FEE SIMPLE

4. **The Title is, at the Commitment Date, vested in:**
THE ROY D. ROSENTHAL TRUST

THE LAST DEED(S) OF RECORD WHICH PURPORT TO TRANSFER TITLE AND/OR ARE RECORDED
WITHIN THE PAST 24 MONTHS ARE:

QUITCLAIM DEED RECORDED August 02, 2024 AT RECEPTION NO. 224060173.

5. **The Land is described as follows:** See attached "EXHIBIT A".

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File No.: 3117925-00789

010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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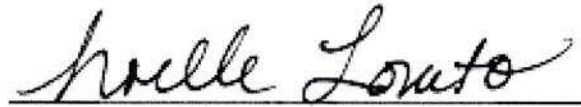


**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**Authorized Issuing Agent:
Guardian Title Agency**


By:




Noelle Lovato
Authorized Signatory



**STEWART TITLE GUARANTY
COMPANY**



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 3117925-00789

010-UN ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE
issued by
TITLE RESOURCES GUARANTY COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Authorized Issuing Agent
Guardian Title Agency

Noelle Lovato (handwritten signature)

Noelle Lovato
An Authorized Signature



TITLE RESOURCES GUARANTY COMPANY

By: J. Scott McCall, President/CEO (handwritten signature)

By: Owen E. Girard, Secretary (handwritten signature)

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

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

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. 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 is not liable for any other amendment to this Commitment.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by TITLE RESOURCES GUARANTY 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.

American Land Title Association Commitment for Title Insurance 2021 v. 01.00 (07-01-2021)

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by **TITLE RESOURCES GUARANTY 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.*

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: **Guardian Title Agency**

Issuing Office: 1155 Kelly Johnson Blvd, Suite 110, Colorado Springs, CO 80920

Issuing Office's ALTA® Registry ID: 1039445

Loan ID Number:

Commitment Number: 3117924-05028

Issuing Office File Number: 3117924-05028

Property Address: 360 Via Linda Vista, Manitou Springs, CO 80829

Revision Number: C/2

APN: 7404101102

SCHEDULE A

1. Commitment Date: October 16, 2024 at 7:00AM

2. Policy to be issued: Proposed Policy Amount: Premium:
 (a) ALTA® Owner's Policy \$1,000,000.00 \$2373.00

 Proposed Insured: DUNDER MIFFLIN HOLDINGS, LLC

 (b) ALTA® Loan Policy \$ N/A \$ N/A

 Proposed Insured: NOT APPLICABLE

Owner's Policy Endorsements

Deletions of Standard Printed Exception 1-4 \$75.00

Bundled Concurrent Loan Policy

NONE

3. The estate or interest in the Land at the Commitment Date is:
 FEE SIMPLE

4. The Title is, at the Commitment Date, vested :
 THE JANE E. ROSENTHAL TRUST

 THE LAST DEED(S) OF RECORD WHICH PURPORT TO TRANSFER TITLE AND/OR ARE RECORDED
 WITHIN THE PAST 24 MONTHS ARE:

 GENERAL WARRANTY DEED RECORDED AUGUST 27, 2004 AT RECEPTION NO. 204145726.

5. The Land is described as follows: See attached "EXHIBIT A".

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by **TITLE RESOURCES GUARANTY 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.*

American Land Title Association Commitment for Title Insurance 2021 v. 01.00 (07-01-2021)

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**Authorized Issuing Agent
Guardian Title Agency**

Noelle Lovato

Noelle Lovato
An Authorized Signature



TITLE RESOURCES GUARANTY COMPANY

By: J. Scott McCall
J. Scott McCall, President/CEO

By: Owen E. Girard
Owen E. Girard, Secretary

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by **TITLE RESOURCES GUARANTY 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.*

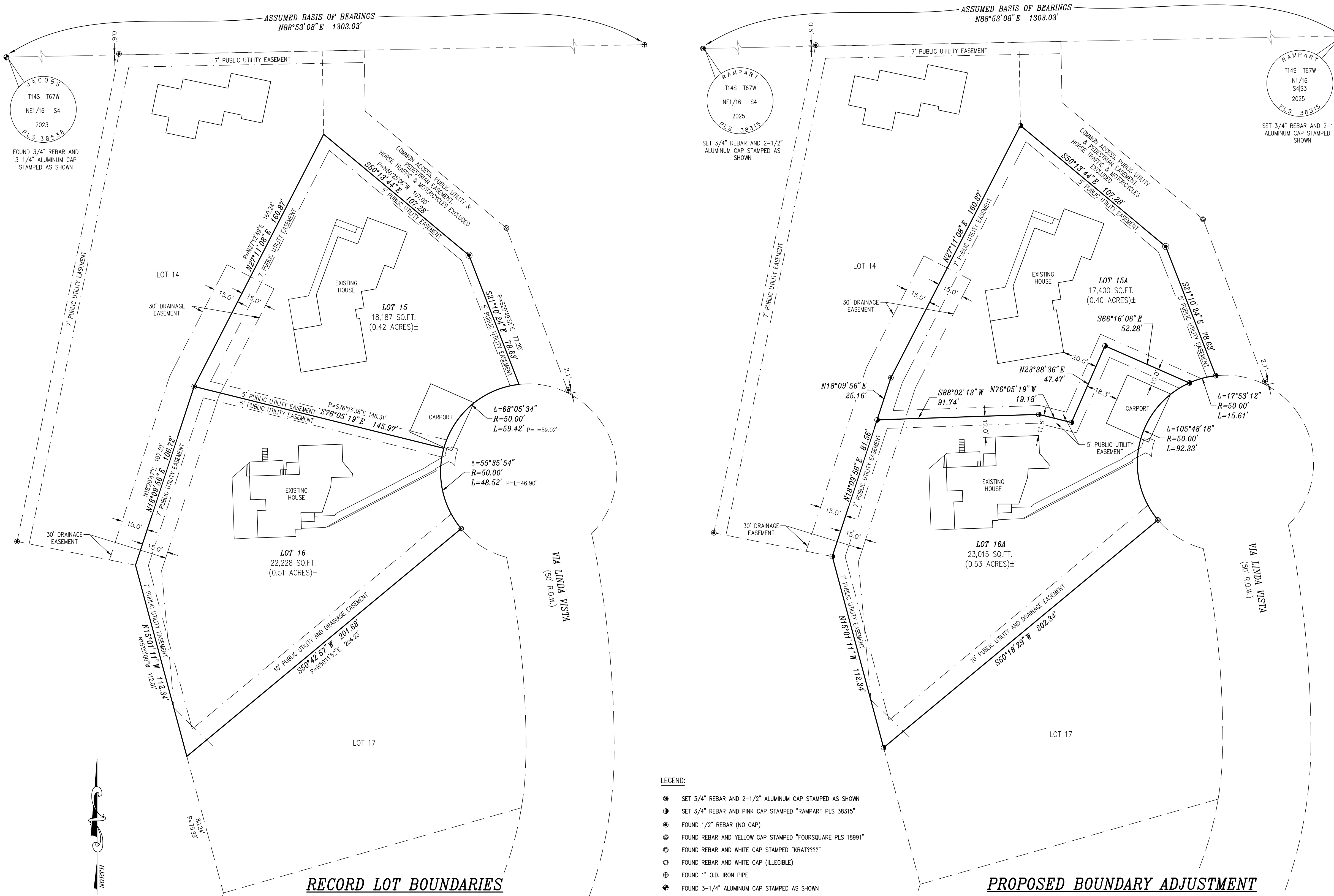
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BOUNDARY ADJUSTMENT

LOTS 15 AND 16, GARDEN OF THE GODS ESTATES FILING NO. 1
 LOCATED IN THE SE1/4 OF THE NE1/4 OF SECTION 4, T14S, R67W
 OF THE 6th P.M., CITY OF MANITOU SPRINGS, EL PASO COUNTY, COLORADO



OWNER:
 JANE E. ROSENTHAL TRUST, JANE E. ROSENTHAL TRUSTEE
 NEED PHONE NUMBER
 NEED EMAIL

APPLICANT:
 ROY D. ROSENTHAL
 (719) 337-4455
 pikehiker518@gmail.com

PROPERTY ADDRESS:
 360 VIA LINDA VISTA, MANITOU SPRINGS, COLORADO 80829
 370 VIA LINDA VISTA, MANITOU SPRINGS, COLORADO 80829

PROPERTY TAX SCHEDULE NUMBER:
 7404101102, 7404101101

LEGAL DESCRIPTION:
 LOTS 15 AND 16, GARDEN OF THE GODS ESTATES FILING NO. 1, AT RECEPTION NO. 156959 ON JUNE 12, 1975 IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, COUNTY OF EL PASO, STATE OF COLORADO.

LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4NE1/4) OF SECTION 4, TOWNSHIP 14 SOUTH, RANGE 67 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO.

NOTES:
 1.) ALL BEARINGS USED HEREIN ARE BASED UPON AN ASSUMED BEARING OF N88°53'08"E A DISTANCE OF 1303.03 FEET BETWEEN THE NORTHEAST SIXTEENTH CORNER SECTION 4, T14S R67W OF THE 6TH P.M., AS MONUMENTED BY A 2-1/2" ALUMINUM CAP STAMPED "RAMPART T14S R67W NE1/16 S4 2025 PLS 38315) AND THE NORTH SIXTEENTH CORNER BETWEEN SAID SECTION 4 AND SECTION 3 OF SAID TOWNSHIP AND RANGE, AS MONUMENTED BY A 2-1/2" ALUMINUM CAP STAMPED "RAMPART T14S R67W NE1/16 S4(S) 2025 PLS 38315).

2.) ALL DIMENSIONS SHOWN REFLECT RECORD DIMENSIONS RECONCILED TO FOUND MONUMENTATION. IF THE DIMENSION DIFFERS FROM THE PLATTED DIMENSION, THE PLATTED DIMENSION IS DENOTED WITH A "P=".

3.) THIS PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY RAMPART SURVEYS FOR EITHER OWNERSHIP OR EASEMENTS OF RECORD. FOR EASEMENTS OF RECORD SHOWN HEREON RAMPART SURVEYS RELIED UPON SAID RECORDED PLAT GARDEN OF THE GODS ESTATES FILING NO. 1. NO TITLE COMMITMENT OR TITLE INSURANCE POLICY WAS PROVIDED TO RAMPART SURVEYS LLC FOR THIS PURPOSE, AND NO OTHER EASEMENTS ARE SHOWN HEREON.

4.) ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET.

SURVEYOR'S CERTIFICATION:
 I, JULIA S. KEILMAN, COLORADO PROFESSIONAL LAND SURVEYOR NO. 38315, DO HEREBY CERTIFY THAT THIS BOUNDARY ADJUSTMENT PLAT IS AN ACCURATE DELINEATION OF THE ABOVE DESCRIBED LOTS BASED ON A SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AND CHECKING.

**- PRELIMINARY -
 FOR REVIEW ONLY**

SIGNED: JULIA S. KEILMAN DATE
 COLORADO P.L.S. NO. 38315
 FOR AND ON BEHALF OF RAMPART SURVEYS, LLC
 P.O. BOX 5101, WOODLAND PARK, COLORADO 80866
 (719) 687-0920

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

STATE OF COLORADO)
) ss.
 COUNTY OF EL PASO)

I, _____ BEING THE OWNER OF THE PROPERTY CONTAINED IN THE FOLLOWING LEGAL DESCRIPTION:
 LOTS 15 AND 16, GARDEN OF THE GODS ESTATES FILING NO. 1
 DO HEREBY REQUEST THAT THE BOUNDARIES OF SAID PROPERTY BE ADJUSTED AS SHOWN IN THE ATTACHED CERTIFIED PROPERTY SURVEY AND THAT THIS BE CONSIDERED THE VALID LOT CONFIGURATION FOR PURPOSES OF THE CITY MUNICIPAL CODE.

PROPERTY OWNER'S SIGNATURE _____ DATE _____
 PROPERTY OWNER'S SIGNATURE _____ DATE _____
 SUBSCRIBED AND SWORN TO ME BEFORE THIS _____ DAY OF _____, 2025
 MY COMMISSION EXPIRES: _____ NOTARY PUBLIC _____

THE BOUNDARY ADJUSTMENT HAS BEEN REVIEWED AND APPROVED BY THE CITY OF MANITOU SPRINGS AND IS CONSIDERED TO THE VALID LOT CONFIGURATION FOR PURPOSES OF THE CITY CODE.

BOUNDARY ADJUSTMENT PLAT DEPOSITING CERTIFICATE:
 DEPOSITED THIS _____ DAY OF _____, 2021, A.D.
 AT _____ O'CLOCK _____ M., IN BOOK _____ OF LAND SURVEY PLATS AT PAGE _____, DEPOSIT NUMBER _____ OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, EL PASO COUNTY, COLORADO.

BY: _____
 DEPUTY COUNTY CLERK AND RECORDER

0' 30' 60'
 SCALE: 1" = 30'
 JOB NO.: 23151
 APRIL 8, 2025



Manitou Springs Land Use & Development Code

DEVELOPMENT COVER SHEET

The main component of any application is demonstration of compliance with the LUDC. Applicants are expected to review the specific submittal checklists and standards, found at www.manitouspringsgov.com.

Return completed applications to:
606 Manitou Avenue
Manitou Springs, CO 80829
Phone (719) 685-4398

APPLICATION INFORMATION

Project Information

Project Name 360 Via Linda Vista

Physical Address 360 Via Linda Vista

Lot, Subdivision Garden of Gods Estates Fil No 1 LOT 16

Tax Schedule Number (TSN) 7404 101102

Pre-Application Conference Number (if applicable) _____

Property Owner

Name Carly Keller Phone 831-383-9948

Email carlyakeller@gmail.com ZIP _____

Mailing Address _____

Agent/Applicant

Name Roy Rosenthal Phone _____

Email pikehiker518@gmail.com ZIP 80829

Mailing Address 370 Via Linda Vista

Designate Primary Contact

Property Owner Agent/Applicant

Application Package

- Application Fee.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See City Fee Schedule for list of application fees.
- Electronic Submittal.** A complete digital file of the application with attachments/plans sent to planningdept@manitouspringsco.gov.
- Hard Copy Submittal.** A complete printed file of the application with attachments/plans.
- Corporations and Partnerships.** If the owner is a partnership or corporation, proof that the owner can sign on behalf of the partnership or corporation.
- Response to Submittal Checklist.** All applications require response to applicable review standards, as outlined on the submittal checklists for each application type. If a pre-application conference is held, submittal checklists will be provided at the conference. If no pre-application conference is required, see the website for the applicable checklists.

For Office Use Only

Action Number: _____ Fee Paid: _____



APPLICATION TYPE

Physical Development Permits

- Concept Plan
- Minor Site Plan
- Minor Development Plan
- Major Development Plan
- Hillside Development Plan
- Sign Permit
- Grading Permit
- Material Change of Appearance

Use Permits

- Conditional Use Permit
- Short-term Rental Permit
- Long-term Occupancy Permit
- Wireless Facility Permit
- Temporary Use Permit – Minor
- Temporary Use Permit- Major

Subdivisions

- Minor Subdivision
- Boundary Adjustment
- Major Subdivision
- Revised Final Plat
- Preliminary Plat
- Waiver of Replat
- Final Plat
- Easement Vacation
- Rights-of-Way Vacation

Relief from the LUDC

- Waiver
- Variance

Amendments

- LUDC Amendment
- Minor Modification
- Rezoning

Applicant's Statement

I understand the procedures that apply to my request and acknowledge an incomplete application shall not be processed or scheduled for public hearing until such time as it is complete. City acceptance of the application, fee, and any accompanying materials does not constitute completeness. I further agree to reimburse the City for technical and professional consultant expenses that may be incurred during the review of my request. Failure to reimburse the City for invoiced expenses constitutes an incomplete application. I understand and acknowledge the use or action for which approval is requested is not allowed unless the permit is granted. I understand a pre-application appointment is required a minimum of 10 workdays prior to submission deadline.

Carly Kelt OK 5/9/25
 Applicant's Signature Date

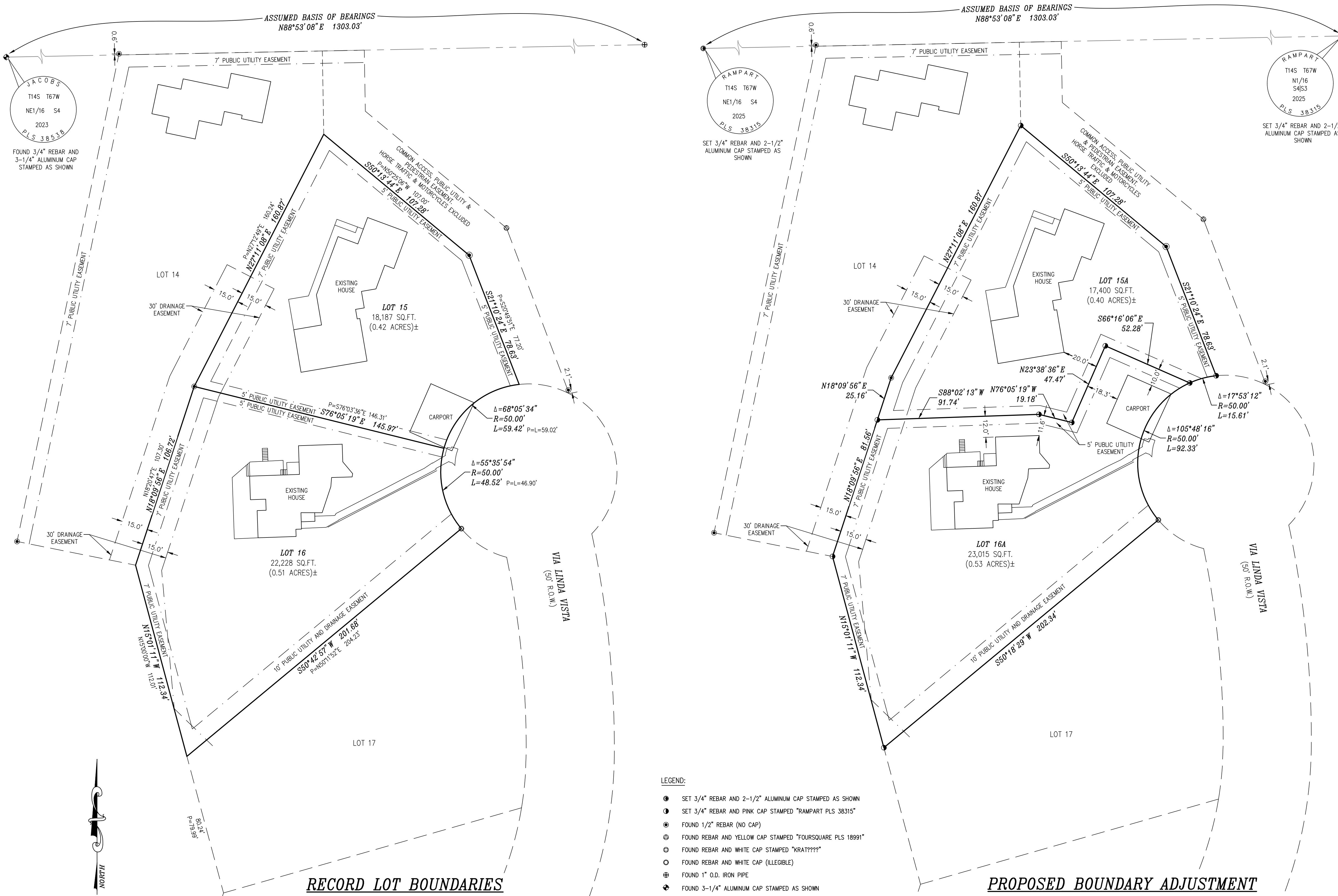
Owner's Statement

I have read and agree to the above statements. In addition, if I am not the applicant for this request, I further give the above designated applicant permission to make the request on my behalf.

Carly Kelt OK 5/9/25
 Property Owner's Signature Date

BOUNDARY ADJUSTMENT

LOTS 15 AND 16, GARDEN OF THE GODS ESTATES FILING NO. 1
 LOCATED IN THE SE1/4 OF THE NE1/4 OF SECTION 4, T14S, R67W
 OF THE 6th P.M., CITY OF MANITOU SPRINGS, EL PASO COUNTY, COLORADO



OWNER:
 360 VIA LINDA VISTA
 JANE E. ROSENTHAL TRUST, JANE E. ROSENTHAL TRUSTEE
 (719) 339-5740, scjane@hotmail.com

370 VIA LINDA VISTA
 ROY D. ROSENTHAL
 (719) 337-4455, pikehiker518@gmail.com

APPLICANT:
 ROY D. ROSENTHAL
 (719) 337-4455, pikehiker518@gmail.com

PROPERTY ADDRESS:
 360 VIA LINDA VISTA, MANITOU SPRINGS, COLORADO 80829
 370 VIA LINDA VISTA, MANITOU SPRINGS, COLORADO 80829

PROPERTY TAX SCHEDULE NUMBER:
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LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4NE1/4) OF SECTION 4, TOWNSHIP 14 SOUTH, RANGE 67 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO.

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 4) ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET.

SURVEYOR'S CERTIFICATION:
 I, JULIA S. KEILMAN, COLORADO PROFESSIONAL LAND SURVEYOR NO. 38315, DO HEREBY CERTIFY THAT THIS BOUNDARY ADJUSTMENT PLAT IS AN ACCURATE DELINEATION OF THE ABOVE DESCRIBED LOTS BASED ON A SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AND CHECKING.

REVIEW COPY

SIGNED: _____ DATE _____
 JULIA S. KEILMAN
 COLORADO P.L.S. NO. 38315
 FOR AND ON BEHALF OF RAMPART SURVEYS, LLC
 P.O. BOX 5101, WOODLAND PARK, COLORADO 80866
 (719) 687-0920

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

STATE OF COLORADO)
) ss.
 COUNTY OF EL PASO)

WE _____ BEING THE OWNERS OF THE PROPERTY CONTAINED IN THE FOLLOWING LEGAL DESCRIPTION:
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PROPERTY OWNER'S SIGNATURE _____ DATE _____
 PROPERTY OWNER'S SIGNATURE _____ DATE _____
 SUBSCRIBED AND SWORN TO ME BEFORE THIS _____ DAY OF _____, 2025
 MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

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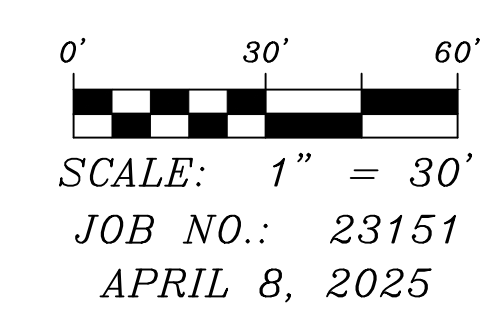
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 DEPOSITED THIS _____ DAY OF _____, 2025, A.D.
 AT _____ O'CLOCK _____ M., IN BOOK _____ OF LAND SURVEY PLATS AT PAGE _____, DEPOSIT NUMBER _____ OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, EL PASO COUNTY, COLORADO.
 BY: _____
 DEPUTY COUNTY CLERK AND RECORDER

BOUNDARY ADJUSTMENT - LOTS 15 & 16, GARDEN OF THE GODS ESTATES FILING NO. 1, SE1/4 NE1/4, SEC. 4, T14S, R67W OF THE 6th P.M., EL PASO COUNTY, COLORADO

RAMPART SURVEYS, LLC
 P.O. Box 5101 Woodland Park, CO. 80866 (719) 687-0920

DRAWING: 23151 BDYADJ.DWG PAGE 1 OF 1

- LEGEND:**
- SET 3/4" REBAR AND 2-1/2" ALUMINUM CAP STAMPED AS SHOWN
 - SET 3/4" REBAR AND PINK CAP STAMPED "RAMPART PLS 38315"
 - FOUND 1/2" REBAR (NO CAP)
 - FOUND REBAR AND YELLOW CAP STAMPED "FOURSQUARE PLS 18991"
 - FOUND REBAR AND WHITE CAP STAMPED "KRAT????"
 - FOUND REBAR AND WHITE CAP (ILLEGIBLE)
 - FOUND 1" O.D. IRON PIPE
 - FOUND 3-1/4" ALUMINUM CAP STAMPED AS SHOWN



C:\Users\jkeilman\OneDrive\Documents\2023\23151 BDYADJ.DWG

Boundary Adjustment Proposal narrative:

We, Jane and Roy Rosenthal , Trustees of the Jane E Rosenthal Trust and Roy D Rosenthal Trust. The Jane E Rosenthal Trust was owner of the properties at 360 Via Linda Vista until May 1 , 2025 when the property was sold to Derek and Carly Keller. Roy D Rosenthal Trust is owner of the property at 370 Via Linda Vista, Manitou Springs, CO. We do respectively request that the boundary between the two properties be adjusted so that a portion of 370 Via Linda Vista, as identified on the accompanying survey, upon which sits a carport with two parking spaces, becomes included within the boundary of 360 Via Linda Vista.

Background and existing conditions:

In 1976 Vagge Construction took options on two lots at 360 and 370 Via Linda Vista, Manitou Springs, CO. We contracted to have a home built on 360, a very rugged lot with no place to park cars. The plan was to build a carport on a corner of 370 and transfer that portion of 370 to 360. Vagge planned to then build a house on 370.

In 1977, as construction on 360 was nearing completion, Vagge was unable to purchase 370 and abandoned plans to build on it due to financial problems. We purchased 370 so that the carport could be built. Vagge completed construction of the carport but transfer of the property under the carport was not done. We (and subsequently our trusts), owned both properties until the very recent sale of 360 Via Linda Vista and continue to own 370 Via Linda Vista.

In 2023 we developed plans to have a more “senior friendly” home built for us on 370. We had a pre application meeting with planner Chelsea Royston which resulted in a list of requirements both to build the new home and to adjust the boundary between the lots. Since adjustment could require variances, we asked then planning director Hannah Van Namwegen-McGuire if there was any way that we could move forward with the house build without the delay of the variance process. She suggested consulting with a real estate lawyer. That led to creating a private easement agreement giving 360 full use and control of the carport. The easement boundary includes the land under the carport plus 10 feet of land to the west and north of the structure.

In January 2024, the Manitou Springs planning department approved our plan to build our new home including an attached garage on 370 with the pre-existing carport serving 360 remaining in place. We are now very much enjoying our new home.

Unfortunately, while the easement is perfectly legal and effective, we have found that potential buyers were uncomfortable not fully owning the land that the carport sits on. We have come to realize and accept that it is only natural for a homeowner to expect to own their parking spaces and structure. We informed the new buyers of 360 Via Linda Vista that we had applied for the boundary adjustment. Although we could not guarantee that the adjustment would be approved, they were reassured that we had taken that step. They have expressed a strong wish for the boundary application adjustment to proceed.

We see the boundary adjustment as formalizing what has been the practical reality for 48 years and will have no impact whatsoever on neighbors or the community at large. We therefore

believe that the adjustment will be of benefit to us while being of no detriment whatsoever to anyone else.

Note: Since we expect to terminate the parking easement if the boundary adjustment is approved, we did not depict the parking easement on the review survey included with this application. A copy of the parking easement and survey is attached separately.

Boundary Adjustment plan:

The boundary will be adjusted so that the land under the carport plus a 18.3 foot setback on the western (rear) side and 10 foot setback on the northern side of the carport will be included within lot 16 while the overall acreage of each lot will remain approximately the same as originally plated.

The rear setback is the maximum possible without impinging on the front setback of the newly built house on 370 Via Linda Vista thus requiring the setback variance (applied for separately)

The new boundary also results in an increased street frontage for 360 Via Linda Vista and a reduced frontage for 370 thus requiring a frontage variance (applied for separately).

Full legal description of the adjusted boundary has been provided by Rampart Surveys LLC:

Boundary Adjustment approval criteria:

1. The property line is not increasing or decreasing an existing lot by more than 15 percent: 360 Via Linda Vista (lot 16) will be increased from 22,228 Sq Ft to 23015 Sq Ft., an increase of 787 Sq Ft (3.54 %). 370 Via Linda Vista (lot 15) will be decreased from 18,187 Sq Ft to 17400 Sq Ft, a decrease of 787 Sq Ft (4.33%) .
2. The adjustment does not increase or decrease the number of lots, tracts or parcels or create new lots, tracts or parcels: No change in the number of lots, No new lots created.
3. The adjustment does not affect a recorded easement: No recorded public easement will be affected or changed. The private recorded easement giving 360 use of the carport will not be directly affected but will be made redundant by the boundary adjustment. Although it could be left intact, the plan is to terminate that easement if the boundary adjustment is approved.
4. Right of way is not affected or changed: No change or impact.
5. The adjustment will not create any nonconformities or increase the degree of nonconformity of any existing structure or use:

The Manitou Springs city attorney has confirmed that if the variance requests are approved by the Planning Commission, then the boundary adjustment can occur and thus this criteria will be met. The existing carport structure will not be changed in any

way in this process and will continue to be legal nonconforming. See two variance applications submitted.

6. The adjustment shall comply with all other applicable requirements of the LUDC and all other applicable regulations and requirements. To our knowledge, we are complying with all other regulations and requirements.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made between ROY D. ROSENTHAL TRUST, its beneficiaries, trustees, successors and assigns (hereinafter referred to as the "Grantor") and JANE E. ROSENTHAL TRUST, its beneficiaries, trustees, successors, and assigns (hereinafter referred to as the "Grantee").

Burdened Property (Servient Estate) owned by the Grantor: See attached Exhibit A (the "Easement Property").

Benefitted Property ("Dominant Estate") owned by Grantee: LOT 16 GARDEN OF THE GODS ESTATES FIL NO 1, COUNTY OF EL PASO, STATE OF COLORADO

The following recitals of fact are a material part of this instrument:

- A. The Grantor is the owner of the real property located in El Paso County, Colorado described as LOT 15 GARDEN OF THE GODS ESTATES FIL NO 1, COUNTY OF EL PASO, STATE OF COLORADO ("Grantor's Property").
- B. The Grantee is the owner of the Dominant Estate described above.
- C. The Grantor wishes to grant and the Grantee wishes to receive an easement for parking and a carport or other structure upon the Easement Property.

NOW, THEREFORE, in consideration of ONE DOLLAR (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

1. GRANT EASEMENT. The Grantor hereby grants to the Grantee and its successors and assigns a perpetual and exclusive easement for parking purposes upon the Easement Property.

2. EXCLUSIVE USE OF EASEMENT PROPERTY. Exclusive use of the Easement Property is hereby granted to Grantee. So long as the Grantee complies with the terms of this Easement Agreement, the Grantor shall have no right to use the Easement Property without the express written consent of the Grantee. The Easement Property is to be used solely for parking and storage purposes. The carport that is currently situated on the Easement Property has an enclosed storage area, and the Grantee shall have full and exclusive use of this storage area for the lawful storage of Grantee's personal property. The Grantee shall also have the right to use the Easement Property for storage of residential trash receptacles. The Grantee shall not use the Easement Property for any other residential, living, office space, or other non-parking or non-storage purpose.

3. MAINTENANCE AND IMPROVEMENTS. The Grantee shall be responsible for maintaining the existing carport and all landscaping on the Easement Property in good repair, at the Grantee's sole cost and expense. The Grantee is also granted the right to improve the

1 Steve Schleiker El Paso County, CO
08/02/2024 03:09:47 PM
Doc \$0.00 6
Rec \$38.00 Pages 224060174

Easement Property by constructing a garage or other structures thereon, provided that such improvements are made at the Grantee's sole cost and expense and in full compliance with all applicable building codes, zoning ordinances, and other laws and regulations. The Grantor shall have no responsibility or liability for the maintenance or improvement of the Easement Property. If the Grantee fails to properly maintain the Easement Property as required by this Easement Agreement, the Grantor shall have the right to cure the default by performing the necessary maintenance. The Grantor may also demand that the Grantee maintain the Easement Property in accordance with the terms of this Easement Agreement. The Grantee shall reimburse the Grantor for any reasonable costs incurred in performing such maintenance, upon demand. In the event of a dispute regarding the proper maintenance of the Easement Property, the burden shall be on the Grantee to establish that the maintenance meets or exceeds the general maintenance and landscaping standards of the neighborhood.

4. DEFAULT. No party shall be deemed in default hereunder unless such default continues for a period of thirty (30) days after written notice. If the default is such that it cannot be reasonably cured within thirty (30) days, no default shall be deemed to have occurred unless the party either fails to commence to cure such default within such thirty (30) day period or fails to diligently prosecute such cure to completion thereafter. In the event of a default or breach of this Easement Agreement, including but not limited to the failure of the Grantee to properly maintain the Easement Property, the Grantor shall have the right, but not the obligation, to cure such default on behalf of the defaulting party. The defaulting party shall reimburse, upon demand, the party who performed, for the reasonable costs of such performance. Alternatively, any party may seek damages, injunctive relief, specific performance, or any other remedy available at law or in equity, concerning the rights and obligations contained herein.

Any sums owed by Grantee to Grantor pursuant to this Easement Agreement shall be a continuing lien on the Dominant Estate. The lien may be enforced by foreclosure of the Dominant Estate in like manner as a mortgage on real property, in accordance with Colorado law with respect to the foreclosure of mortgages. Such lien may be enforced only by the owner of the Grantor's Property. In any such foreclosure, the Grantee shall be required to pay the costs and expenses of such proceedings, including reasonable attorney fees, unless a court determines that it has not breached this Easement Agreement. The Grantor may prepare a written notice setting forth the amount of the payment due, the name of the owner of the Dominant Estate, and a description of the Dominant Estate. Such notice shall be signed by the party to whom such payment is owed and may be recorded in the office of the Clerk and Recorder of El Paso County, Colorado. The lien for such amount due shall attach to the Dominant Estate and shall continue to be a lien against such parcel until paid. The costs and expenses for filing any notice of lien shall be added to the amount due. Each such amount due, together with costs and attorney's fees associated with the collection thereof, shall also be the personal obligation of the party responsible for the payment of the same as set forth herein. Notwithstanding any contrary provision of this paragraph, the lien created hereby shall be subordinate to any first lien created by a deed of trust or mortgage of a third-party lender of any party.

5. COMPLIANCE WITH LAWS AND REGULATIONS; INDEMNIFICATION. The Grantee covenants and agrees to comply with all laws, rules, regulations and requirements of all public authorities, and to indemnify, defend and hold the Grantor harmless against all claims,

demands, loss, damage, liabilities and expenses and all suits, actions and judgments (including, but not limited to, costs and attorney's fees) arising out of or in any way related to failure by Grantee to comply with the foregoing or to maintain the Easement Property in a safe condition.

The Grantee shall maintain policies of liability insurance on the Easement Property which shall provide for not less than \$250,000 in coverage per person and \$500,000 per accident and shall have the Grantor or other owner of Grantor's Property named as an additional insured thereon. The Grantee shall, if requested in writing, provide the Grantor with a certificate evidencing such insurance. The certificates for such insurance shall provide that the additional insureds will receive at least ten (10) days' prior written notice from the insurers of any modification, non-renewal or cancellation of such coverage.

6. WARRANTIES OF TITLE. Grantor warrants that it has good and indefeasible fee simple title to the Easement Property.

7. RUNNING OF BENEFITS AND BURDENS. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

8. TERMINATION OF COVENANT LIABILITY. Whenever a transfer of ownership of either parcel takes place, liability of the transferor for breach of any covenant occurring after transfer of ownership automatically terminates upon recording of the deed, except that the Grantor herein remains liable for breaches of covenant of title set forth in Paragraph 6 above. The termination of liability will be effective as of the date of the deed so long as the deed is recorded in the real property records of El Paso County, Colorado within thirty (30) days of the date of the deed.

9. NOTICE. Grantor's address is 370 VIA LINDA VISTA, MANITOU SPRINGS, CO, 80829-2423; and Grantee's address is 360 VIA LINDA VISTA, MANITOU SPRINGS CO, 80829-2423. Either party may lodge written notice of change of address with the other. All notices shall be sent by U.S. Mail to the address as provided for in this paragraph and shall be deemed given three (3) business days after being placed in the mail, prepaid, certified mail, return receipt requested.

10. TERMINATION OF EASEMENT. The Easement may only be terminated by the mutual agreement of the Grantor and Grantee, which must be documented in a written instrument executed by both parties and recorded in the appropriate records. Additionally, the Easement may be terminated by a Court order if the Grantee fails to comply with its maintenance obligations under this Easement Agreement, and such failure is not cured within the timeframe specified in the default provision of this Easement Agreement.

IN WITNESS WHEREOF, The Grantor and Grantee have hereunto set their hands and seals this 25th day of July, 2024.

“GRANTOR”
ROY D. ROSENTHAL TRUST

By: [Signature]
Roy D. Rosenthal, its Trustee

“GRANTEE”
JANE E. ROSENTHAL TRUST

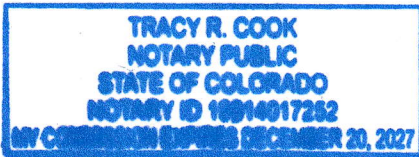
By: [Signature]
Jane E. Rosenthal, its Trustee

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 25th day of July, 2024 by Roy D. Rosenthal, the Trustee of the Roy D. Rosenthal Trust.

WITNESS my hand and official seal.

My Commission expires: 12-20-2027



[Signature]
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 25th day of July, 2024 by Jane E. Rosenthal, the Trustee of the Jane E. Rosenthal Trust.

WITNESS my hand and official seal.

My Commission expires: 12-20-2027



[Signature]
Notary Public

EXHIBIT A

Easement:

A portion of Lot 15, Garden of the Gods Estates No. 1, as shown on the plat recorded at Reception No. 156959 on June 12, 1975, in the official records of the El Paso County Clerk and Recorder, lying in the West Half of the Southeast Quarter of the Northeast Quarter of Section 4, Township 14 South Range 67 West of the 6th P.M., in the City of Manitou Springs, El Paso County, Colorado, more particularly described as follows;

COMMENCING a 1/2" rebar at the southwesterly corner of said Lot 15;

WHENCE a rebar and white plastic cap stamped "KRATLLI" at the corner in the northeasterly line of said Lot 15 bears N64°28'29"E a distance of 172.82 feet (Basis of Bearing – assumed).

THENCE S76°04'28"E, coincident with the southerly line of said Lot 15, a distance of 114.00 feet to the POINT OF BEGINNING;

THENCE N23°38'36"E, a distance of 46.05 feet;

THENCE S66°16'15"E, a distance of 42.93 feet to the right-of-way line of the cul-de-sac at the north end of Via Linda Vista as shown on said plat;

THENCE along the arc of a curve to the left, coincident with said right-of-way line, having a central angle of 49°35'16", a radius of 50.00 feet, a chord bearing of S38°40'41"W a distance of 41.94 feet, and an arc distance of 43.27 feet to said southerly line of Lot 15;

THENCE N76°04'28"W, non-tangent with the last described curve, coincident with said southerly line, a distance of 32.52 feet to the POINT OF BEGINNING;

Said easement contains 1478 square feet (0.03 acres) more or less.

Prepared by:

Julia S. Keilman PLS 38315

For and on behalf of Rampart Land Surveyors, LLC

PO Box 5101, Woodland Park, Colorado 80866

Julia@RampartLS.com



EXHIBIT A

EXHIBIT

CITY OF MANITOU SPRINGS, EL PASO COUNTY, COLORADO

SE1/4NE1/4
SECTION 4
T14S R67W 6th P.M.

ASSUMED BASIS OF BEARINGS
N64°28'29" E 172.82'

LOT 15
GARDEN OF THE GODS ESTATES
NO. 1
(RECEPTION NO. 156959)

COMMON ACCESS- PUBLIC
UTILITY & PEDESTRIAN
EASEMENT, HORSE TRAFFIC
& MOTORCYCLES EXCLUDED

LOT 13
GARDEN OF THE GODS ESTATES NO. 1
(RECEPTION NO. 156959)

CARPORT EASEMENT
1,478 SQ. FT.
(0.03 ACRES±)

N23°38'36" E
46.05'

S66°16'15" E 42.93'

CARPORT
 $\Delta=49^{\circ}35'16''$
R=50.00'
L=43.27'
ChB=S38°40'41" W
ChL=41.94'

P.O.C.

S76°04'28" E 114.00'

P.O.B.

N76°04'28" W
32.52'

VIA LINDA VISTA
(50' R.O.W.)

LOT 16
GARDEN OF THE GODS ESTATES NO. 1
(RECEPTION NO. 156959)



FOR AND ON BEHALF OF
RAMPART SURVEYS, LLC

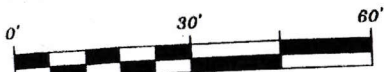
THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED SURVEY AND IS INTENDED TO
DEPICT THE ATTACHED PROPERTY DESCRIPTION

**RAMPART
SURVEYS**

P.O. Box 5101
Woodland Park, CO. 80866
(719) 687-0920

LEGEND:

- FOUND REBAR AND WHITE CAP STAMPED "KRATLLI"
- FOUND 1/2" REBAR (NO CAP)



SCALE: 1" = 30'
JOB NO.: 23151
JUNE 14, 2023

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APPLICATION TYPE

Physical Development Permits

- Concept Plan
- Minor Site Plan
- Minor Development Plan
- Major Development Plan
- Hillside Development Plan
- Sign Permit
- Grading Permit
- Material Change of Appearance

Use Permits

- Conditional Use Permit
- Short-term Rental Permit
- Long-term Occupancy Permit
- Wireless Facility Permit
- Temporary Use Permit - Minor
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- Minor Subdivision
- Major Subdivision
 - Preliminary Plat
 - Final Plat
- Boundary Adjustment
- Revised Final Plat
- Waiver of Replat
- Easement Vacation
- Rights-of-Way Vacation

Relief from the LUDC

- Waiver
- Variance

Amendments

- LUDC Amendment
- Minor Modification
- Rezoning

Applicant's Statement

I understand the procedures that apply to my request and acknowledge an incomplete application shall not be processed or scheduled for public hearing until such time as it is complete. City acceptance of the application, fee, and any accompanying materials does not constitute completeness. I further agree to reimburse the City for technical and professional consultant expenses that may be incurred during the review of my request. Failure to reimburse the City for invoiced expenses constitutes an incomplete application. I understand and acknowledge the use or action for which approval is requested is not allowed unless the permit is granted. I understand a pre-application appointment is required a minimum of 10 workdays prior to submission deadline.

Jane E Rosenthal
Applicant's Signature

04/07/2025
Date

Owner's Statement

I have read and agree to the above statements. In addition, if I am not the applicant for this request, I further give the above designated applicant permission to make the request on my behalf.

Jane E Rosenthal
Property Owner's Signature

04/07/2025
Date

Variance Application narrative:

This application accompanies an application for boundary adjustment of 360 and 370 Via Linda Vista, Manitou Springs, CO 80829.

In that application, We, Jane and Roy Rosenthal , Trustees of the Jane E rosenthal Trust and Roy D Rosenthal Trust, owners of the properties at 360 and 370 Via Linda Vista, have respectively requested that the boundary between the two properties be adjusted so that a portion of 370, upon which sits a carport with two parking spaces, becomes part of 360. Please see that application for details of the properties and the requested adjustment.

Variance requested: Adjusting the boundary will place the existing carport on 360 Via Linda Vista. This placement creates a setback requirement. The Manitou LUDC lists the required rear set back as 25 feet. The new boundary is being drawn to create the maximum possible rear setback without encroaching on the front setback of the new home on 370 Via Linda Vista. Despite our effort, the new rear setback of the carport will be less than the required 25 feet. Therefore we are requesting a variance to allow a set back of 18.3 feet.

Meeting Variance criteria:

It is required that the variance not result in development of areas at risk of natural hazards. Since there will be no modification of the existing structures and no change to the topography of either property, no natural hazard risk will be created.

It is also required that there be no adverse impact on adjacent properties. Adjacent properties will not be impacted in any manner since no visual or structural changes will be made.

Additionally 4 of 6 criteria must be met:

- 1) The applicant would suffer unnecessary hardship as a result of the application of the LUDC which hardship is not generally applicable to other lands or structures in the same zone district because of the unusual configuration of the applicants property boundaries , unique circumstances related to the location of existing structures thereon or the existence of exceptional topographical conditions thereon.

Several of the above conditions apply: Unless the variance is approved, the owner of 360 Via Linda Vista will not be able own the carport that serves that property. Other area properties do not suffer the same hardship because they have adequate parking on their property. Unusual boundaries and exceptional topographic conditions exist on our properties. The extremely rugged properties with steep hills and very large natural rock formations severely limits where a parking place and structure could have been built.

The proposed boundary adjustment and approval of requested variances is the only way that a buyer of the house on 360 can own the carport and the land underneath it. It is only natural for an owner to want and expect the comfort of full ownership of the parking area and structure that they use every day as is the case with all other homes in the area.

- 2) There are no design alternatives or alternative locations for structures that would eliminate the need for the requested variance or would reduce the amount of the variance required:

We are not proposing to make any design changes to the parking structure and setting. The location was the only option for parking for 360 Via Linda Vista. Therefore there are no design alternatives or alternative locations for parking for that home.

- 3) Enforcement of LUDC provisions denies the applicant of rights enjoyed by a majority of other properties in the same district zone:

Every other home in our area has fully owned parking space and a garage or carport on their property. We are asking that the owner of 360 have the same privilege.

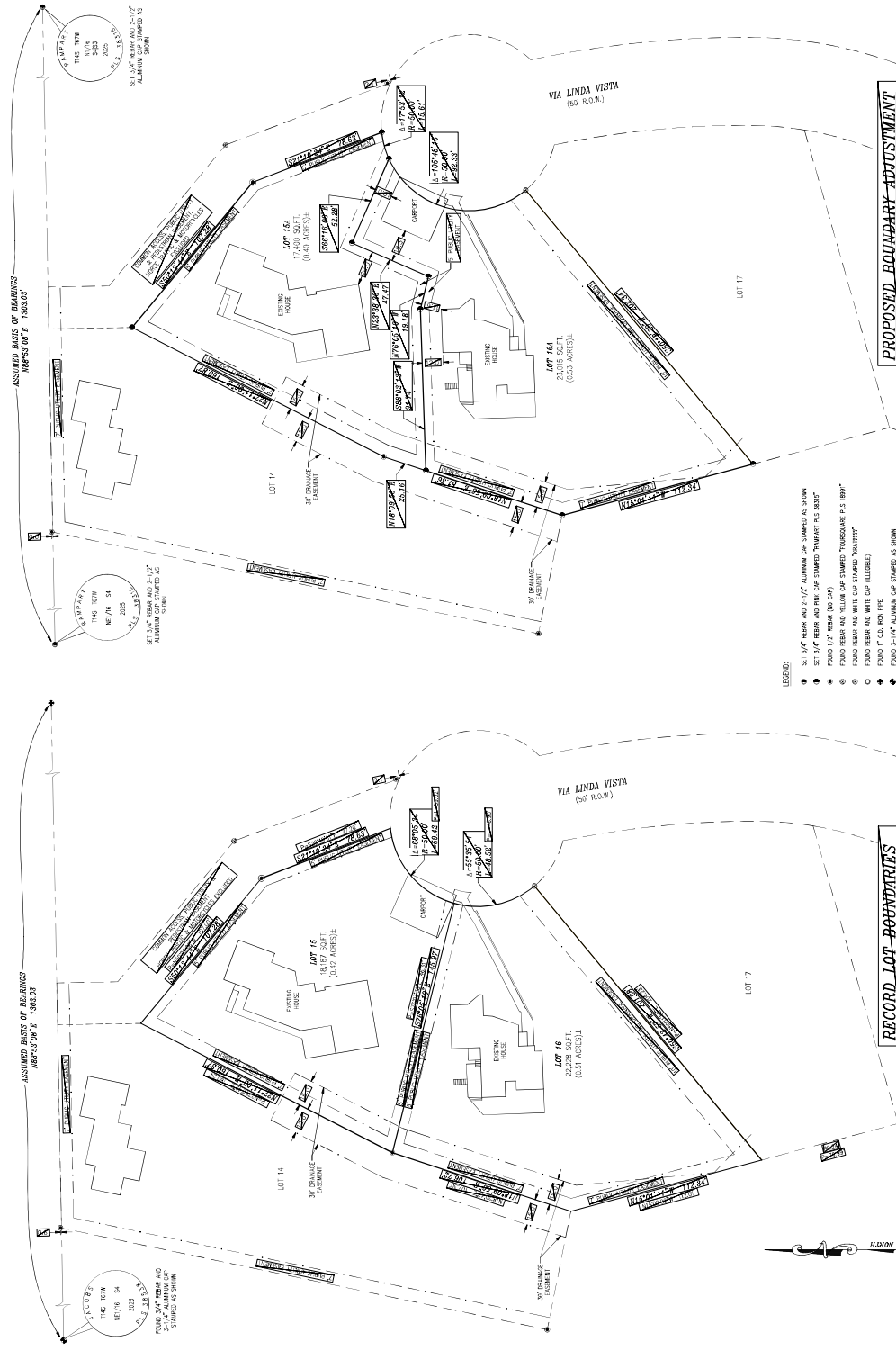
- 4) The need for a variance is not the result of actions of previous property owners or is an otherwise self imposed hardship:

Roy and Jane Rosenthal are the original owners of 360 and 370 as platted in Garden of the Gods Estates. There are no previous owners of the lots as platted. The need for the variance is due solely to the topography of the properties.

- 5) There is a disability affecting the owners or tenants of the property or any member of the family of an owner or tenant who resides on the property, which impairs the ability of the disabled person to utilize or access the property; N/A
- 6) The variance request is required in order to preserve a contributing structure in a historic sub district: N/A

BOUNDARY ADJUSTMENT

LOTS 15 AND 16, GARDEN OF THE GODS ESTATES FILING NO. 1 LOCATED IN THE SE1/4 OF THE NE1/4 OF SECTION 4, T14S, R67W OF THE 6th P.M., CITY OF MANITOU SPRINGS, EL PASO COUNTY, COLORADO



OWNER: ROSANTAL TRUST, JANE E. ROSANTAL TRUSTEE
NEED PHONE NUMBER: _____
NEED EMAIL: _____

APPLICANT: RAMANT SURVEYS, LLC
 1710 337-4452
 ramant@ramantsurveys.com
 phone@ramantsurveys.com

PROPERTY ADDRESS:
 300 VIA LINDA VISTA, MANITOU SPRINGS, COLORADO 80829
 370 VIA LINDA VISTA, MANITOU SPRINGS, COLORADO 80829

PROPERTY TAX SCHEDULE NUMBER:
 PAS010102, PAS010101

LEGAL DESCRIPTION: BEING THE CORNER STAKES AND MONUMENTS OF THE GODS ESTATES FILING NO. 1, AT SECTION NO. 16, RANGE 67N, T14S, R67W, IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, COUNTY OF EL PASO, STATE OF COLORADO, LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SE1/4NE1/4) OF SECTION 4, TOWNSHIP 14 SOUTH, RANGE 67 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO.

NOTES: BEFORE SETTING UP THIS SURVEY, THE OWNER OF THE GODS ESTATES FILING NO. 1, AT SECTION NO. 16, RANGE 67N, T14S, R67W, IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, COUNTY OF EL PASO, STATE OF COLORADO, LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SE1/4NE1/4) OF SECTION 4, TOWNSHIP 14 SOUTH, RANGE 67 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, ADVISED THAT THE SURVEY WAS CONDUCTED BY A 2-1/2" ALUMINUM CAP STAMPED "RAMANT T14S R67W S4 2025 PLS 38245" AND WAS WITHIN SIX FEET OF THE CORNER BETWEEN SAID SECTION 4 AND SECTION 5 OF SAID TOWNSHIP 14 SOUTH, RANGE 67 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, AND THAT THE SURVEY WAS CONDUCTED BY A 2-1/2" ALUMINUM CAP STAMPED "RAMANT T14S R67W S4 2025 PLS 38245".

2) ALL DIMENSIONS SHOWN REFLECT RECORD DIMENSIONS RECORDED TO EXACT ADJACENT PLATS. IF THE DIMENSION DIFFERS FROM THE PLATED DIMENSION, THE PLATED DIMENSION IS DEEMED WITH A "P".

3) THIS PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY RAMANT SURVEYS FOR OTHER OWNERSHIP INTERESTS. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO OTHER INTERESTS. THE SURVEYOR HAS BEEN ADVISED AND ADVISED BY THE CITY OF MANITOU SPRINGS THAT THE CITY RECORDS DO NOT SHOW ANY OTHER INTERESTS IN THIS SURVEY. THE SURVEYOR HAS BEEN ADVISED AND ADVISED BY THE CITY OF MANITOU SPRINGS THAT THE CITY RECORDS DO NOT SHOW ANY OTHER INTERESTS IN THIS SURVEY. THE SURVEYOR HAS BEEN ADVISED AND ADVISED BY THE CITY OF MANITOU SPRINGS THAT THE CITY RECORDS DO NOT SHOW ANY OTHER INTERESTS IN THIS SURVEY.

4) ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET.

SURVEYOR'S CERTIFICATION: I, JANE E. ROSANTAL, COLORADO PROFESSIONAL LAND SURVEYOR NO. 38245, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO AND THAT I HAVE CONDUCTED THIS SURVEY IN ACCORDANCE WITH THE COLORADO SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, EL PASO COUNTY, COLORADO, AND THAT I HAVE BEEN ADVISED AND ADVISED BY THE CITY OF MANITOU SPRINGS THAT THE CITY RECORDS DO NOT SHOW ANY OTHER INTERESTS IN THIS SURVEY.

DATE: _____

BY: _____

NOTES: ACCORDING TO COLORADO LAW YOU MUST CONDUCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT SHALL THE CITY OF MANITOU SPRINGS BE LIABLE FOR ANY DEFECT IN THIS SURVEY. THIS SURVEY SHALL BE CONSIDERED VALID FOR THE PURPOSES OF THE CITY MUNICIPAL CODE.

BEING THE OWNER OF THE PROPERTY CONTAINED IN THE FOLLOWING LEGAL DESCRIPTION: _____

DO HEREBY REQUEST THAT THE BOUNDARIES OF SAID PROPERTY BE ADJUSTED AS SHOWN IN THE ATTACHED SURVEY PLAT. I HAVE BEEN ADVISED AND ADVISED BY THE CITY OF MANITOU SPRINGS THAT THE CITY RECORDS DO NOT SHOW ANY OTHER INTERESTS IN THIS SURVEY.

PROPERTY OWNER'S SIGNATURE _____ DATE _____

PROPERTY OWNER'S SIGNATURE _____ DATE _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____ 2025

MY COMMISSION EXPIRES: _____

THE BOUNDARY ADJUSTMENT HAS BEEN REVIEWED AND APPROVED BY THE CITY OF MANITOU SPRINGS AND IS CONSIDERED TO BE A VALID LOT CONTIGUATION FOR PURPOSES OF THE CITY CODE.

BOUNDARY ADJUSTMENT PLAT DEPOSITING CERTIFICATE:
 DEPOSITED THIS _____ DAY OF _____, 2021, A.D.
 AT _____ O'CLOCK _____ M. IN BOOK _____ OF LAND SURVEY PLATS AT PAGE _____ OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, EL PASO COUNTY, COLORADO.

BY: _____ DEPUTY COUNTY CLERK AND RECORDER

231151

RAMANT SURVEYS, LLC
 P.O. Box 5101
 Manitou Springs, CO 80866
 (719) 687-0920

DRAWING: 231151_BOTADJ.DWG PAGE 1 OF 1

RECORD LOT BOUNDARIES

PROPOSED BOUNDARY ADJUSTMENT

LEGEND:

- SET 3/4" REBAR AND 3-1/2" ALUMINUM CAP STAMPED AS SHOWN
- SET 3/4" REBAR AND THE CAP STAMPED "RAMANT T14S R67W S4 2025 PLS 38245"
- FOUND REBAR AND THE CAP STAMPED "RAMANT T14S R67W S4 2025 PLS 38245"
- FOUND REBAR AND THE CAP STAMPED "RAMANT T14S R67W S4 2025 PLS 38245"
- FOUND REBAR AND THE CAP STAMPED "RAMANT T14S R67W S4 2025 PLS 38245"
- FOUND 1" O.D. IRON PIPE
- FOUND 3-1/2" ALUMINUM CAP STAMPED AS SHOWN

SCALE: 1" = 30'

JOB NO.: 231151
 APRIL 8, 2025

Variance Application narrative:

This application accompanies an application for boundary adjustment of 360 and 370 Via Linda Vista, Manitou Springs, CO 80829. The variance being applied for is a setback on 370 Via Linda Vista (which will then become part of 360 Via Linda Vista if the Boundary Adjustment is approved).

In that application, We, Jane and Roy Rosenthal, Trustees of the Roy D Rosenthal Trust, have respectively requested that the boundary between the two properties be adjusted so that a portion of 370, upon which sits a carport with two parking spaces, becomes part of 360. Please see that application for details of the properties and the requested adjustment.

Variance requested: Adjusting the boundary will place the existing carport on 360 Via Linda Vista. This placement creates a setback requirement. The Manitou LUDC lists the required rear set back as 25 feet. The new boundary is being drawn to create the maximum possible rear setback without encroaching on the front setback of the new home on 370 Via Linda Vista. Despite our effort, the new rear setback of the carport will be less than the required 25 feet. Therefore we are requesting a variance to allow a set back of 18.3 feet.

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properties. The extremely rugged properties with steep hills and very large natural rock formations severely limits where a parking place and structure could have been built.

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Every other home in our area has fully owned parking space and a garage or carport on their property. We are asking that the owner of 360 have the same privilege.

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- 6) The variance request is required in order to preserve a contributing structure in a historic sub district: N/A



APPLICATION TYPE

Physical Development Permits

- Concept Plan
- Minor Site Plan
- Minor Development Plan
- Major Development Plan
- Hillside Development Plan
- Sign Permit
- Grading Permit
- Material Change of Appearance

Use Permits

- Conditional Use Permit
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Relief from the LUDC

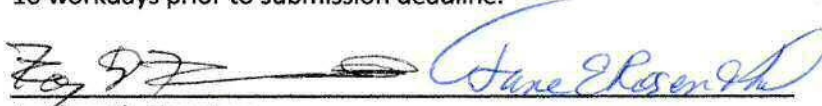
- Waiver
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- LUDC Amendment
- Minor Modification
- Rezoning

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Applicant's Signature

04/07/2025
Date

Owner's Statement

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Variance requested: Both lots have frontage on the cul-de-sac at the end of Via Linda Vista. Adjusting the boundary will increase the frontage of 360 while reducing the frontage of 370 to less than current code specifies. We are requesting approval of a variance so that this reduced frontage of 15.61feet be allowed.

Meeting Variance criteria:

It is required that the variance not result in development of areas at risk of natural hazards. Since there will be no modification of the existing structures and no change to the topography of either property, no natural hazard risk will be created.

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- 1) The applicant would suffer unnecessary hardship as a result of the application of the LUDC which hardship is not generally applicable to other lands or structures in the same zone district because of the unusual configuration of the applicants property boundaries , unique circumstances related to the location of existing structures thereon or the existence of exceptional topographical conditions thereon.

Several of the above conditions apply: Unless the variance is approved, the owner of 360 Via Linda Vista will not be able own the carport that serves that property. Other area properties do not suffer the same hardship because they have adequate parking on their property. Unusual boundaries and exceptional topographic conditions exist on our properties. The extremely rugged properties with steep hills and very large natural rock formations severely limits where a parking place and structure could have been built.

The proposed boundary adjustment and approval of requested variances is the only way that the owners of the house on 360 can own the carport and the land underneath it. It is the only natural for an owner to want and expect the comfort of full ownership of the parking area and structure that they use every day.

- 2) There are no design alternatives or alternative locations for structures that would eliminate the need for the requested variance or would reduce the amount of the variance required:

We are not proposing to make any design changes to the parking structure and setting. The location was the only option for parking for 360 Via Linda Vista. Therefore there are no design alternatives for parking for that home.

- 3) Enforcement of LUDC provisions denies the applicant of rights enjoyed by a majority of other properties in the same district zone:

Every other home in our area has fully owned parking space and a garage or carport on their property. We are asking that the owner of 360 have the same privilege.

- 4) The need for a variance is not the result of actions of previous property owners or is an otherwise self imposed hardship:

Roy and Jane Rosenthal are the original owners of 360 and 370 as platted in Garden of the Gods Estates. There are no previous owners of the lots as platted. The need for the variance is due to the topography of the properties.

- 5) There is a disability affecting the owners or tenants of the property or any member of the family of an owner or tenant who resides on the property, which impairs the ability of the disabled person to utilize or access the property; N/A
- 6) The variance request is required in order to preserve a contributing structure in a historic sub district: N/A



Title: Code Revisions Work Session
From: Fred Rollenhagen
To: City Planning Commission
Address of Proposal: N/A
Applicant: City of Manitou Springs

May 14, 2025

Proposal:

The Planning Commission has identified a number of areas of the Land Use and Development Code (LUDC) to review and consider revisions. Additionally, the CPC has indicated that it wishes to review the areas of the Code that could be affected by the 2024 State Land Use and Housing Legislation. In 2024, the Colorado General Assembly passed four (4) bills, that were signed into law by the Governor, that are a matter of mixed statewide and local concern and compel local municipal compliance. These laws intend to achieve the goal to build more housing and more affordable housing in the State. The City's legal council has provided legal advice on the bills and it is available for the Planning Commission's review.

Zone District:

N/A

Background & Existing Conditions:

A legal Memo from the City's legal council is available for Planning Commission review. It outlines the four housing bills that the Colorado General Assembly passed last year:

1. HB 1007, Housing Occupancy Limits

This bill prohibits local governments from setting a maximum occupancy limit on a single dwelling unless the limit is based on 1) a demonstrated health/safety standard or 2) on governmental affordable housing program guidelines. It indicates that all occupancy limits, including those based on familial relationships, are void as of July 1, 2024.

2. HB 1152, Accessory Dwelling Units (ADUs)

This bill provides a land use regulation that allows ADUs for all municipalities with a population of 1,000 or more and are within a Metropolitan Planning District (MPO). Manitou Springs fits into these criteria. It requires the City to allow ADUs as a use by right, as an accessory use to any single-unit detached dwelling unit, in any zone district that allows single-unit detached dwelling units. The City also may not:

a. Require new off-street parking spaces for the ADU except when no existing off-street parking



exists, is in a zoning district that requires one or more parking spaces for the main dwelling unit, or is located on a block where on-street parking is prohibited.

b. Require an ADU, or primary dwelling unit on the same lot to be owner-occupied.

c. Apply restrictive design or dimension standards that are not required for the primary dwelling unit. HOA rules that are more restrictive than these rules are now void.

3. HB 1304, Minimum Parking Requirements

This bill prohibits local governments within an MPO and at least partially within a “transit service area” from enforcing minimum parking requirements for multifamily residential developments, residential adaptive reuse projects, and mixed-use projects with at least 50% residential uses. The Colorado Department of Local Affairs (DOLA) released a map identifying these areas in each community subject to the new law. A portion of Manitou Springs following the two established bus routes is located within a transit service area and would be subject to this law. See the attached map that shows these locations.

4. HB 1313, Transit-Oriented Communities

This bill provides new regulations (and grant funds) to upzone areas within a City to increase housing availability. This is required for cities considered to be “transit-oriented communities” (TOC). A TOC is a local government 1) entirely or partially within an MPO, 2) has a population of 4,000 or more, and 3) contains at least 75 acres of transit area. The Colorado Department of Local Affairs (DOLA) released a map identifying all transit-oriented communities and Manitou Springs is not one of them. Therefore, this bill does not apply to any area within the City.

Staff encourages the Commissioners to review the legal Memo. Legal Council will be available to answer any questions.

Application Detail:

1. HB 1007, Housing Occupancy Limits

In order to comply with this bill, the definition of household would need to be defined based on demonstrated health and safety standards that are found in the International Code Series (ICC) building codes and/or fire code. This could include limiting the number of people based on square footage of a residential unit, or number of bedrooms. For example; limiting occupancy to no more than 2 or 3 people per bedroom. Exceptions to children or infants could be provided.

2. HB 1152, Accessory Dwelling Units (ADUs)

In order to comply with this bill, the City would need to adopt an Ordinance that amends the LUDC to permit accessory dwelling units in zoning districts that allow single-family dwelling



units. The bill prohibits municipalities from restricting ADUs in some ways, but allows them to regulate ADUs in a number of other ways. See attached table from DOLA that explains the "do's" and "don'ts" for regulating ADUs.

3. HB 1304, Minimum Parking Requirements

In order to comply with this bill, the City would need to adopt an Ordinance that inserts applicability language into the LUDC that clarifies that minimum parking requirements for multifamily residential development and the types of adaptive reuse projects covered by the law do not apply to the areas identified in the attached transit service area map.

4. HB 1313. This bill does not apply to any area within the City. No action recommended.

Public Involvement:

The Housing Advisory Board (HAB) has long advocated for the City to allow accessory dwelling units. As early as around 2018, the HAB held a number of meetings discussing ADUs and reviewed a draft ordinance to recommend to the City. An ordinance was never passed, but the HAB has asked that their draft be made available to the CPC at this time. Please see the attached HAB draft ADU Ordinance and ADU Discussion for your information and consideration.

The general public has not yet been notified of this project as this session is just a discussion.

The general public will be able to participate in and comment on draft ordinances and be notified of all public hearings and be invited to comment when hearings are scheduled and when drafts are available.

Findings & Review Criteria:

N/A

Staff Recommendation:

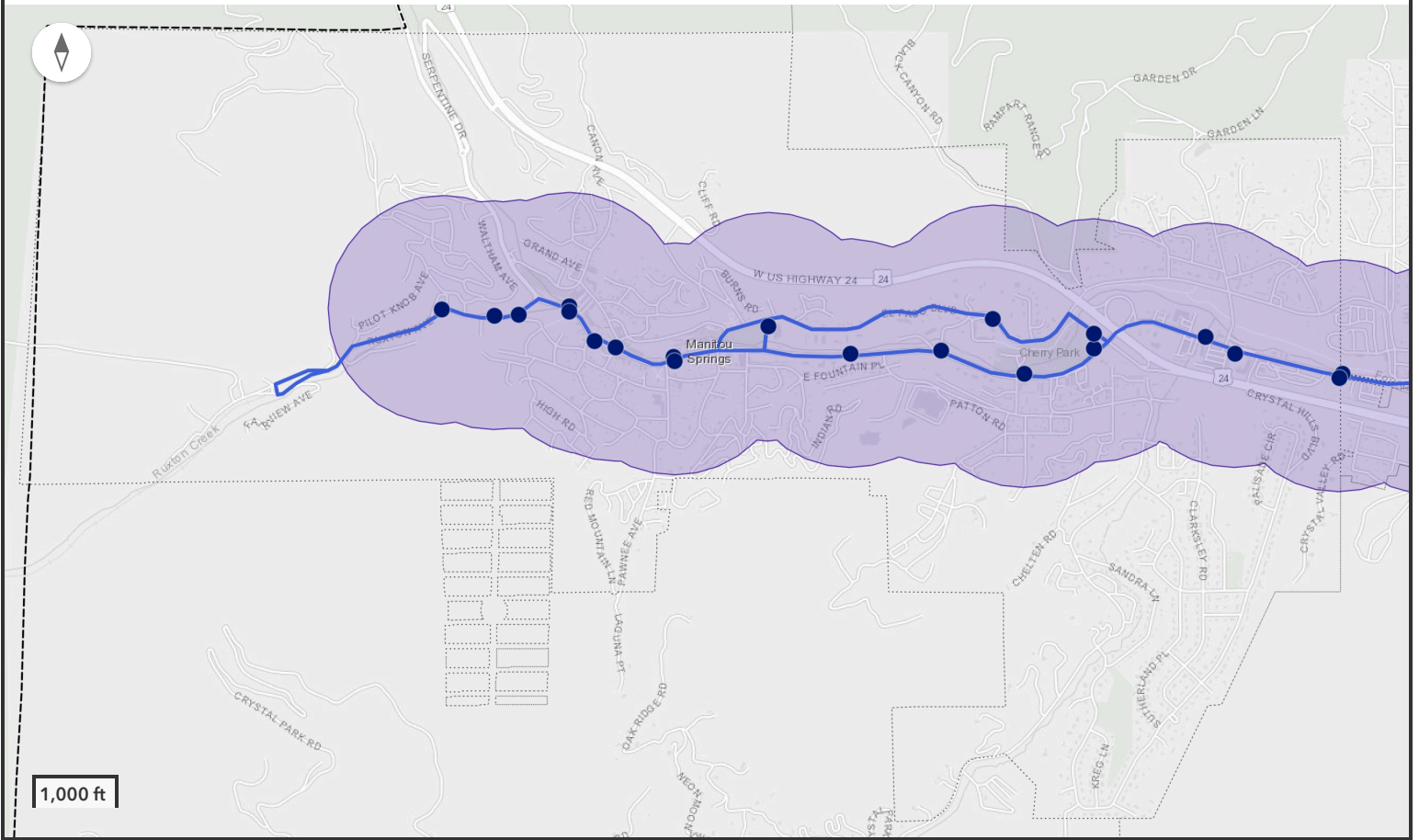
N/A

Motion Language Options:

N/A



Maps for HB24 1304 Minimum Parking Requirements



Applicable Transit Stops and Stations HB24 1304

- Bus
- Light/Commuter Rail
- Commuter BRT

Applicable Transit Routes HB24 1304

- Bus
- Rail
- Commuter BRT

Applicable Transit Service Areas HB24 1304 Dissolved

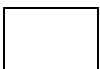


Reference layers

Municipalities and counties in metropolitan planning organizations



Colorado metropolitan planning organizations



Summarized from C.R.S. 29-35-403(2), 29-35-403(3), 29-35-402(18)

Subject Jurisdictions may not restrict ADUs in some ways, but are still allowed to regulate ADUs in a number of other ways, as summarized in the table below. More detail is available in the text of the law and in the guidance section.

*These requirements do not apply to Exempt Parcels as defined in the law. A Subject Jurisdiction may opt to formalize the allowances for Exempt Parcels in its code.

Subject Jurisdictions May	Subject Jurisdictions May Not
Require the designation of an existing parking space on the lot for the use of the ADU. See the discussion on parking requirements below.	Require the designation of an existing parking space on the lot for the use of the ADU. See the discussion on parking requirements below. Require the construction of an additional parking space for the ADU, with limited exceptions. See the discussion on parking requirements below.
Regulate the Short-Term Rental of ADUs.	Require that the ADU or the primary Single-Unit Detached Dwelling on the lot remain owner-occupied, with limited exceptions. See the discussion on owner-occupancy restrictions below.
Require compliance with design and dimensional standards not included in the definition of a Restrictive Design or Dimension Standard.	Require compliance with architectural style, building material, or landscaping standards that are more restrictive than those that apply to the single-unit home on the lot.
Limit the maximum size of an ADU to be no larger than the size of the Single-Unit Detached Dwelling on the lot.	Require a larger lot for the ADU than would otherwise apply for a Single-Unit Detached Dwelling on the lot.
Allow ADUs smaller than 500 square feet, or larger than 750 square feet.	Require larger side or rear setbacks than those stated in the law. See the discussion on setbacks below.
Allow the construction or conversion of more than one ADU per lot where a Single-Unit Detached Dwelling is allowed.	Apply more restrictive design or dimensional standards to factory-built ADUs than stick-built ADUs.
Define ADUs to include or exclude specific types of housing, such as motor homes, recreational vehicles, or multi-purpose trailers.	Define ADUs in such a way that excludes a type of ADU in the law's definition, such as internal, attached, or detached ADUs.
Apply historic district standards to ADUs located in historic districts.	Disallow ADUs that are between 500 and 750 square feet in size.

Require compliance with adopted fire, building, utility, or stormwater codes.

Require proof of water supply or wastewater treatment capacity as a condition of ADU approval.

Require the payment of generally applicable development impact fees.

Require the mitigation of development impacts as permitted by the Colorado Regulatory Impairment of Property Rights Act, C.R.S. 29-20 Part 2.

Use local programs to encourage the construction of ADUs, or the conversion of Single-Unit Detached Dwellings to include ADUs, with income restrictions to increase the supply of affordable housing.

ORDINANCE

**AN ORDINANCE OF THE CITY OF MANITOU SPRINGS, COLORADO AMENDING TITLE 18 OF THE
MANITOU SPRINGS MUNICIPAL CODE TO INCLUDE PROVISIONS FOR THE ALLOWANCE OF ACCESSORY
DWELLING UNITS IN CERTAIN ZONES.**

WHEREAS, Goal HN-1 in the Housing & Neighborhood element of Plan Manitou, the City’s Comprehensive Plan Manitou is encouraged to develop a diverse range of housing types and living situations to support safe, affordable and accessible housing options that meet the needs of residents of all ages, abilities and income levels; and

WHEREAS, Policy HN-3.5 of Plan Manitou recommends the City support the development of affordable housing by Reducing Regulatory Barriers to building and maintaining affordable housing units in the City; and

WHEREAS, FA-6-19 of Plan Manitou recommends the development of review procedures for accessory dwelling unit approval that include site plan and zoning review requirements; and

WHEREAS, Manitou Springs is so “built-out” that it only has about 20 acres of unconstrained developable land; and

WHEREAS, the median household income in Manitou Springs is lower than most of El Paso County while housing prices are significantly higher than those in El Paso County; and

WHEREAS, According to 2016 State demographic data 28% of homeowners and 39% of renters in Manitou Springs pay more than 30% of their income on housing and are thus cost burdened while 14% have incomes lower than the poverty line; and

WHEREAS, the City Council desires to amend Title 18 of the Code to provide flexibility to the Zoning Code to provide more affordable housing availability to its families, workforce, seniors, millennials and low-income households.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANITOU SPRINGS,
COLORADO, THAT:**

Section 1. The Lot Size of the General Residential Zone for a second dwelling unit is changed from 8,700 square feet to 4500 square feet.

PURPOSE:

ADUs are a critical form of infill-development that can be affordable and offer important housing choices within existing

neighborhoods. ADUs are a powerful type of housing unit because they allow for different uses, and serve different populations ranging from students and young professionals to young families, people with disabilities and senior citizens. By design, ADUs are more affordable and can provide additional income to homeowners.

Accessory dwelling units are allowed in certain situations to:

- Create new housing units while conforming to the look and scale of the neighborhood.
- Increase the housing stock of existing neighborhoods in a manner that is less intense than alternatives
- Allow more efficient use of existing land, housing stock and infrastructure
- Provide a mix of housing that responds to changing family needs and smaller households
- Provide a means for residents, particularly seniors, single parents and families with grown children to remain in their homes and neighborhoods, and obtain extra income, security, companionship and services
- Provide a broader range of accessible and more affordable housing.

DEFINITIONS:

“Accessory Dwelling Units (ADUs) or In-law units, are self-contained smaller living units on the lot of a single-family home. They can be either attached to the primary house, such as an above-the garage unit or a basement unit, or, as is more typical in Colorado, an independent cottage or carriage-house. They are an easy way to provide homeowners with flexible space for a home office or an on-site caregiver, additional rental income, or a space for elderly family members to remain in a family environment. In short, they offer the kind of flexibility that has become imperative in today’s world to accommodate fluctuating work schedules and alternative family arrangements.

Eligibility:

Accessory dwelling units are permitted in the following zones on lots of 4500 square feet or more. (Note: due to local hazard realities Planning needs to address this through their expertise).

CONDITIONS AND REQUIREMENTS APPLICABLE TO ALL ACCESSORY APARTMENTS:

1. General:

- a. There may be two ADUs on a lot if one is attached to the original structure and the other is unattached.
- b. Accessory Dwelling Units are not eligible as Short-Term Rentals.
- c. No structure that is not connected to the public water and sanitary sewer systems shall have an accessory apartment.

ELIGIBILITY: ADU'S ARE RESTRICTED TO THE FOLLOWING ZONES: Planning will provide.

Creation: An ADU may be created through new construction, conversion of an existing structure, addition to an existing structure or conversion of a qualifying existing house to an ADU while simultaneously constructing a new primary dwelling on site.

Density: ADUs are exempt from the residential density standards of this code but are subject to Planning Review.

Approval: Applications for ADUs must meet the following criteria. Requests to adjust these standards are handled through a Conditional Use process before the Planning Commission and Council on appeal:

- a. The applicant must demonstrate that the ADU complies with all development and design standards of this section.
- b. The applicant must demonstrate that the proposed modifications comply with building and fire safety codes.
- c. The applicant has met with the neighborhood and received a consensus to proceed.

Occupancy and Use: Occupancy and use standards for an ADU shall be the same as those applicable to a primary dwelling on the same site.

PARKING:

There shall be provided at least one off-street parking space for each accessory dwelling unit.

GENERAL:

1. The unit is not intended for sale separate from the primary residence and may be rented.
2. Accessory Dwelling Units are not eligible as Short-Term Rentals.
3. The lot is zoned for residential and contains an existing, single-family dwelling.
4. The accessory dwelling unit is either attached to the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling.
5. No setback shall be required for an existing garage that is converted to an accessory dwelling unit.
6. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence and may employ alternative methods for fire protection.
7. No structure that is not connected to the public water and sanitary sewer systems shall have an accessory apartment.

DESIGN AND DEVELOPMENT STANDARDS:

APPEARANCE:

Exterior appearance of a dwelling with an accessory dwelling unit: The accessory unit shall be designed so that the appearance of the structure maintains that of a one-family dwelling compatible and conforms to the look and scale of the neighborhood.

SIZE:

An ADU may not be bigger than the primary building. Lot coverage, including the ADU may be no more than 80%.

HEIGHT:

The maximum height allowed for an ADU is 25 feet

A Discussion for ADU's in Manitou Springs

Intent:

As housing costs continue to escalate and the supply of buildable land continues to diminish, housing is no longer attainable for many households, whether for rent or for purchase. The provision of a diverse array of housing within existing developed areas is necessary to retain the local workforce, provide options to seniors who want to age in place, and to retain social diversity within the community. The intent of this section is to promote additional and diverse housing units in the form of accessory dwelling units, thereby providing one (1) option for increasing the stock of attainable housing in the community, using available land more efficiently, and minimizing the additional infrastructure that must be provided to support these units. At the same time, these units must be sited and designed to minimize impacts to the character of surrounding residential neighborhoods.

Definitions:

Accessory dwelling unit means a separate, complete, dwelling unit containing separate facilities for sleeping, cooking, and sanitation that is contained within or attached to a detached single-family dwelling, or detached from it on the same property.

Attached accessory dwelling unit means a type of accessory dwelling unit in which common exterior structural properties of the existing dwelling, such as roof- and load-bearing walls, are integrated into the design and/or extended, without separation, as an addition to the existing dwelling.

Detached accessory dwelling unit means a type of accessory dwelling unit that is structurally independent and separated from the principal dwelling.

Existing Dwelling means a complete dwelling unit containing separate facilities for sleeping, cooking, and sanitation?

Existing Structure means a prospective dwelling unit that involves the conversion of an existing accessory building (on a permanent foundation?) into a new dwelling unit.

Recommended Requirements for ADU's in Existing Structures and Existing Dwellings:

Lot Size:

- Minimum of (between 1000 and 4400)

Utility Requirements:

- Current Code – allows onsite extension

Parking:

- 1 assigned parking space for each new ADU. Parking must first be located on-site unless it is not feasible, in which case the additional parking may be provided by other means such as an RPP pass, a reserved spot in the city owned neighborhood lots?

Permitting Fees:

- PPRBD and Manitou Use Tax

Zoning:

- All allowable except HLDR

Design Guidelines:

- *Compatibility.* Materials and design of the accessory dwelling unit shall be substantially the same as the principal dwelling. If applicable, construction of accessory dwelling units shall be required to comply with the Historic Preservation Guidelines.

Safety

- *Safety.* Structure must comply with all building, health, and fire codes. (Sprinklers or other fire wise mitigation may be required in identified high fire hazard areas.)

Other areas in need of discussion with stakeholders and staff:

Density:

- Plan Manitou Policy LU 5.1 High Hazard Areas: "Guide new development away from and discourage density increases in high risk areas, including identified flood and wildfire..."
 - Allow ADU's in the 100 year floodplain if the ADU meets current flood zone building code and mitigates risk for hazard to life or property such as no ADU in basements of 100 year flood plain properties, etc.
 - Allow ADU's in high wildfire areas if the ADU (and?) principal residence is retrofitted with fire wise mitigation such as clearing and sprinklers?

Hazard Areas: Plan Manitou Policy LU 5.2 Flood Hazard Areas: "Encourage mitigation measures for existing structures in flood hazard areas to reduce risks to property and loss of life..."

- This may be met by allowing ADU's with the guidelines established in the "density" section.

Special Fees/Incentives

- Allowances and Bonuses to be determined

Existing non-conforming needs to be addressed at some point.

Additional purpose of this section [of code] is to be a piece in carrying out the following thirteen (13) Goals and Policies in Plan Manitou:

- Arts and Culture
 - Policy AC 1.2 Housing: Work with local... partners to support the creation of affordable housing for the arts and culture community and broader workforce...
- Historic and Cultural Resources
 - Policy HC 3.1 Historic District Design Guidelines: Continue to apply the Historic District Guidelines as a tool to guide the rehabilitation and adaptive reuse of historic structures, as well as infill development within the Historic District...
 - Policy HC 3.3 Adaptive Reuse: Encourage the adaptive reuse of existing structures in the Historic District as a preferred alternative to demolition.
- Housing and Neighborhoods
 - Policy HN 1.2 Diversity of Housing: Define a mix of attached and detached housing types that are well-suited to Manitou Springs' unique development context and constraints...
 - Policy HN 1.3 Development Regulations: Encourage the use of innovative approaches that support the integration of housing types that respect the natural historic context of Manitou Springs.
 - Policy HN 1.4 Workforce Housing: Work with the development community and area housing organizations to preserve and expand housing options that are affordable and accessible to workers earning average wages in the community.
 - Policy HN 1.5 Aging in Place: Support programs and housing that enable older adults to age in place.
 - Policy HN 2.1 Safety and Rehabilitation: Support programs that incentivize or facilitate residents' ability to reinvest in their homes as a means to increase safety, mitigate the potential impacts of future hazard events, increase energy efficiency, and allow older residents to age-in-place.
 - Policy HN 2.4 Code Enforcement Inspections: Explore opportunities to expand local enforcement of building and housing codes...
 - Policy HN 3.1 Affordable Housing Target: Apply housing initiatives and tools to create affordable rental options for the City's service workforce, owner-occupied homes for entry-level buyers or families, and senior housing. ...
 - Policy HN 3.5 Reducing Barriers: Identify ways the City can support the development of affordable housing by reducing regulatory barriers to building and maintain affordable housing units in Manitou Springs.
- Land Use and Built Environment
 - Policy LU 1.2 Range of Uses: Strive for a mix of land uses that allow residents to live, work, play, learn, and conduct more of their daily business within the City....
 - Policy LU 5.2 Flood Hazard Areas: Encourage mitigation measures for existing structures in flood hazard areas to reduce risks to property and loss of life...

