



TOWN OF ELIZABETH

**TOWN OF ELIZABETH
BOARD OF TRUSTEES REGULAR MEETING **UPDATED 4/8/24**
Tuesday, April 09, 2024 at 7:00 PM
Town Hall, 151 S. Banner Street**

Conferencing Access Information: This is viewing-only access.

<https://us02web.zoom.us/j/89745044650?pwd=aGd4Y3lBYUhhRWJmcHBsd0Y4UEhCZz09>

Join via phone at 1 669 900 9128 Meeting ID: 897 4504 4650

Meeting Passcode: 739318

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

UNSCHEDULED PUBLIC COMMENT

This is a meeting of the Board of Trustees held in public. We welcome you here and thank you for your time and concerns. When you are recognized, please stand, state your name, and then address the Board. Your comments will be limited to 3 minutes. The Board of Trustees may not respond to your comments during this meeting, rather they may take your comments and suggestions under advisement and your questions will be directed to the appropriate person or department for follow-up. Personal attacks against Board Members, Administrative Staff or Employees will not be recognized. Thank You.

AGENDA CHANGES

CONSENT AGENDA

1. Minutes of the Regular Meeting of March 26, 2024, at 7:00 p.m.
2. Swear in Officer Michael Sammauro

PUBLIC HEARING

3. Legacy Village Subdivision Filing 1 Amendment 1– Zach Higgins

NEW BUSINESS

4. Discussion and possible action regarding Resolution 24R17, a Resolution approving the First Amendment to the Final Plat for the Legacy Village Subdivision Filing NO. 1 within the Town of Elizabeth, Block 2, Lots 1 through – Zach Higgins

PUBLIC HEARING

**ACTION MAY BE TAKEN ON ANY AND ALL ITEMS LISTED ON THE AGENDA
ACCOMMODATIONS FOR DISABILITIES MAY BE MADE UPON REQUEST.**

- [5.](#) Legacy Village Subdivision Filing 1 Amendment 2– Zach Higgins

NEW BUSINESS

- 6. Discussion and possible action regarding Resolution 24R18, a Resolution approving the Second Amendment to the Final Plat for the Legacy Village Subdivision Filing NO. 1 within the Town of Elizabeth, Block 5, Lots 8 through 9, and Block 4, Lot 46 – Zach Higgins

PUBLIC HEARING

- [7.](#) Ordinance 24-02– Zach Higgins

NEW BUSINESS

- 8. Discussion and possible action regarding Ordinance 24-02, an Ordinance amending various provisions of Chapter 16 of the Town of Elizabeth Municipal Code, updating the Town’s land Use and Development Code – Zach Higgins
- [9.](#) Discussion and possible action on approval of a Liquor License Transfer for Jac’s Pizza – Michelle Oeser
- [10.](#) Discussion and possible action on Resolution 24R16, a Resolution dividing the Town of Elizabeth into three Wards and, therein, changing the Board of Trustees from At-Large Positions to Election by Ward – Patrick Davidson
- 11. Discussion and possible action on Ordinance 24-03, an Ordinance dividing the Town into three Wards for purposes of Electing Members to the Board of trustees, with two Trustees representing each Ward and a Mayor representing the Town At-Large - Patrick Davidson
- [12.](#) Discussion and possible action regarding Resolution 24R19, a Resolution approving the amended and restated Subdivision Agreement for the Winchester Estates Subdivision, and approving the assignment of all obligations related thereto - Zach Higgins
- [13.](#) Discussion on Publishing Ordinances by Title only – Patrick Davidson and Michelle Oeser
- [14.](#) Discussion and possible action on Resolution 24R20, a Resolution authorizing the Town Administrator and/or his designee to expend American Rescue Plan ACT (ARPA) Funds in the manner set forth herein – Patrick Davidson
- [15.](#) Discussion and possible action on Resolution 24R21, a resolution authorizing the Mayor of Elizabeth to execute change order 3 with Core Engineering in furtherance of the Main Street Streetscape Project – Patrick Davidson

MANAGEMENT MONITORING REPORTS

- [16.](#) Management Monitoring Reports

STUDENT LIAISON REPORT

- 17. Student Liaison report – Shaye Lovato

BOARD OF TRUSTEES REPORTS

- 18. Board reports

MINUTES

- [19.](#) Minutes of the Historic Advisory Board Meeting of March 4, 2024
- [20.](#) Minutes of the Main Street Board of Directors Meeting of March 11, 2024
- [21.](#) Minutes of the Planning Commission Meeting of March 19, 2024

ADJOURNMENT

MEETING PROTOCOL AND STANDARDS OF CONDUCT

Public Participation

Public comment is encouraged and will be listed as an agenda item at every regular Board meeting.

Each individual wishing to be heard during the public comment period will be given up to three (3) minutes to make a comment.

The public comment period will not be used to make political endorsements or for political campaign purposes.

Questions from the Board will be for clarification purposes only. Public comment will not be used as a time for problem solving or reacting to comments made but, rather, for listening to the comments of citizens without taking any formal action.

The Board may direct the Town Administrator to provide information requested by a speaker during the public comment period.

Speakers are not allowed to make belligerent, accusatory, impertinent, slanderous, threatening, abusive, or disparaging comments.

The Mayor may elect to defer public comment on a specific issue that appears on the regular agenda until that specific item is addressed.

The Mayor may call for order when sidebar conversations occur in the audience. Those conversations are distracting from the Board addressing the topics at hand.

Members of the public who do not follow proper conduct after a warning in a public meeting may be barred from further participation at that meeting or removed from the Board Chambers pursuant to the Elizabeth Municipal Code and Colorado Revised Statutes.



Board of Trustees – Record of Proceedings

March 26, 2024

CALL TO ORDER

The Regular Meeting of the Board of Trustees of the Town of Elizabeth was called to order on Tuesday, March 26, 2024, at 7:03 p.m. by Mayor Payne.

ROLL CALL

Present were Mayor Tammy Payne, Mayor Pro Tem Linda Secrist, and Trustees Loren Einspahr, Barb McGinn, Joe Belongia, Marianne Mayer-Opl, and Michael Schroder. There was a quorum to do business.

Also, present were Town Administrator Patrick Davidson, Town Clerk Michelle Oeser, Community Development Director Zach Higgins, Public Works Director Mike DeVol, Assistant Public Works Director James McErnie, Police Chief Jeff Engel, and Student Liaison Shaye Lovato.

PLEDGE OF ALLEGIANCE

Mayor Payne led the Board in the Pledge of Allegiance.

UNSCHEDULED PUBLIC COMMENT

Angela Ternus – Town of Elizabeth Resident

AGENDA CHANGES

No agenda changes from the Administration.

No agenda changes from the Board.

Agenda set.

CONSENT AGENDA

1. Minutes of the Regular Meeting of March 12, 2024

Motion by Trustee Einspahr, seconded by Trustee Mayer-Opl, to accept the Consent Agenda as presented.

The vote of those Trustees present was 7 in favor and 0 opposed. The motion passed unanimously.

PROCLAMATION

2. National Volunteer Month Proclamation



Mr. Higgins gave an overview of the new Town Volunteer program.

Mayor Payne read the proclamation.

Mayor Payne closed the regular meeting at 7:11 p.m. and went into the Public Hearing.

PUBLIC HEARING

3. Elizabeth Firefighters Community Foundation, Protectors of Elizabeth Special Event Liquor License application

Ms. Oeser provided a Staff report.

Don Means appeared as the representative for the Elizabeth Firefighters Community Foundation.

Mayor Payne opened the hearing to public comment. There was no public comment.

Mayor Payne closed the Public Hearing at 7:15 p.m. and returned to the regular meeting.

NEW BUSINESS

4. Discussion and possible action on approval of the Elizabeth Firefighters Community Foundation, Protectors of Elizabeth Special Event Liquor License

Motion by Trustee Belongia, seconded by Trustee Einspahr, to approve the Elizabeth Firefighters Community Foundation, Protectors of Elizabeth Special Event Liquor License application.

The vote of those Trustees present was 7 in favor and 0 opposed. The motion passed unanimously.

Mayor Payne closed the regular meeting at 7:16 p.m. and went into the Public Hearing

PUBLIC HEARING

5. Town of Elizabeth, Friday Night Market Summer Series Special Event Liquor License application

Ms. Oeser provided a Staff report.

Tony Briggs appeared as the representative for the Elizabeth Brewing Company.

Mayor Payne opened the hearing to public comment. There was no public comment.

Mayor Payne closed the Public Hearing at 7:24 p.m. and returned to the regular meeting.

NEW BUSINESS



6. Discussion and possible action on approval of the Town of Elizabeth's Special Event Liquor License application for the Friday Night Market Summer Series

Motion by Trustee Belongia, seconded by Trustee McGinn, to approve the Town of Elizabeth's Special Event Liquor License application for the Friday Night Market Summer Series.

The vote of those Trustees present was 7 in favor and 0 opposed. The motion passed unanimously.

7. Board discussion and possible action on Resolution 24R14, a Resolution authorizing the Director of Public Works to enter into an agreement with Applied Ingenuity, LLC for repairs to Elizabeth Well A-1 and Elizabeth Well DA-1

Mr. Davidson and Mr. DeVol provided a Staff report.

Motion by Trustee Belongia, seconded by Trustee Einspahr, to approve Resolution 24R14, a Resolution authorizing the Director of Public Works to enter into an agreement with Applied Ingenuity, LLC for repairs to Elizabeth Well A-1 and Elizabeth Well DA-1.

The vote, of those Trustees present was 7 in favor and 0 opposed. The motion passed unanimously.

8. Discussion and possible action on Resolution 24R15, a Resolution Approving the Town of Elizabeth Façade Grant Program

Mr. Higgins provided a Staff report.

Motion by Trustee McGinn, seconded by Trustee Einspahr, to approve Resolution 24R15, a Resolution Approving the Town of Elizabeth Façade Grant Program.

The vote of those Trustees present was 7 in favor and 0 opposed. The motion passed unanimously.

MANAGEMENT REPORTS

- Town Administrator Patrick Davidson.
 - Mr. Davidson discussed the formation of the Memorial Committee.
 - Mr. Davidson explained the Town's depreciation expenses and accumulated depreciation activity.
 - Ms. Lovato asked if Mr. Davidson could explain depreciation.
 - Trustee Mayer-Opl volunteered to be on the Memorial Committee.
- Chief of Police Jeff Engel
 - Josh Hunter is in his second week of field training. Progress is on target.



- A Final offer of employment has been extended to Michael Sammauro. He accepted the offer and is starting on April 1, 2024.
- Interviews for our third opening occurred on March 20, 2024.
- Trustee Einspahr participated in the interview process. Chief thanked Trustee Einspahr for his assistance.
- The candidate passed the interview and will be moving on to the background phase.
- Reserve Officer Craig Meyers has trained half of the department in less lethal munitions.
- We trained in exact impact munitions and shotgun sock rounds.
- Steven Herbel completed the Standard Field Sobriety Testing Instructors course and is the in-house trainer for Standard Field Sobriety Testing.
- Updates regarding a couple of ongoing cases.
- The position of Sergeant will be soon posted. We will have an interview panel and a small assessment center type of promotional process.
- The job descriptions are being re-written.
- The take-home squad policy has been drafted and implemented.
- Chief Engel provided the Board with updated crime statistics.
- Community Development Director Zach Higgins.
 - Mr. Higgins discussed the Façade Grant Committee.
 - Mr. Higgins discussed that Elbert County may be requesting funds for the Economic Development Committee.
 - Mayor Payne had follow-up questions about the Façade Grant Committee.
- Public Works Director Mike DeVol.
 - Mr. DeVol told the Board that there is one open Public Works position and there is a planned interview for this on Thursday.
 - Mayor Payne thanked all Public Works employees for their work on snow removal. This was echoed by other Board members.
- Town Clerk Michelle Oeser.
 - Ms. Oeser discussed with the Board a request from the Elbert County Elections Department for the use of the Board room on June 25th for a Special Vacancy Election.
 - Ms. Oeser followed up on take-home vehicles for Staff.

STUDENT LIAISON REPORT

- Ms. Lovato discussed an upcoming FBL State Conference.
- Ms. Lovato stated that the Senior Luncheon is scheduled for April 17th.



- Ms. Lovato stated that the High School Prom will be on April 12th at the Parker Vehicle Vault.
- College acceptance day is May 1st.

BOARD OF TRUSTEE REPORTS

Mayor Payne told the Board about attending the DAR 1st anniversary celebration.

MINUTES

12. Minutes of the Main Street Board of Directors February 12, 2024
13. Minutes of the Planning Commission November 9, 2023

ADJOURNMENT

Motion by Trustee Einspahr, seconded by Trustee Belongia, to adjourn the meeting at 8:30 p.m. The vote of those Trustees present was unanimously in favor. Motion carried.

Town Clerk Michelle Oeser

Mayor Tammy Payne



STATE OF COLORADO)

COUNTY OF ELBERT) SS.

TOWN OF ELIZABETH

OATH OF OFFICE

I, Michael Sammauro, do solemnly swear that I will support the Constitution of the United States and of the State of Colorado and Ordinances of the Town of Elizabeth, and faithfully perform the duties of the office of Police Officer, upon which I am about to enter.

Michael Sammauro

Subscribed and sworn to before me this 9th day of April 2024.

Michelle M. Oeser, Town Clerk



STAFF REPORT

Replat (Subdivision) Application

Legacy Village, Filing 1 Amendment 1 (F1A1)

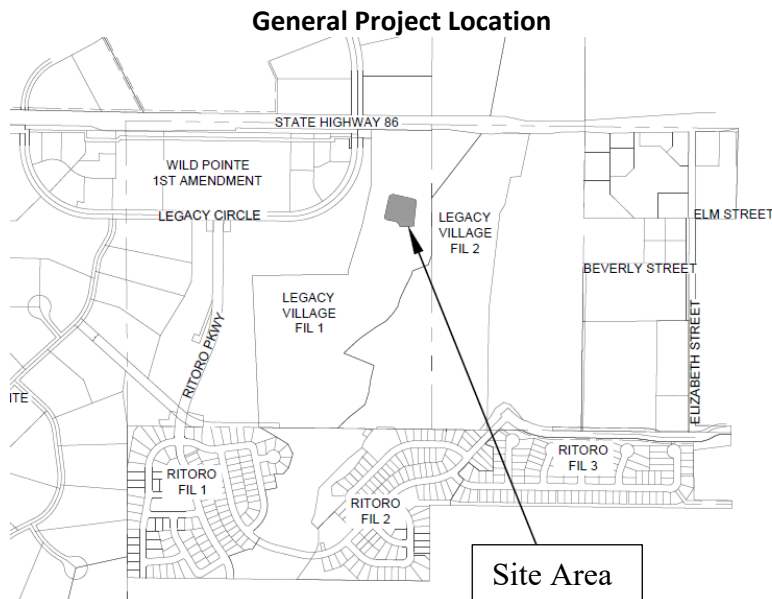
Applicant: Lennar Colorado / Applicant Representative: Scott Lockhart and Joseph Huey
Location: Southwest corner of Corkscrew St and Hinds St, Block 2, Lots 1 to 9
Zoning: Planned Unit Development (PUD) – Elizabeth 86

Exhibits:
Exhibit A: Applicant’s submittal documents and proposed plans
Exhibit B: Referral agency compiled comment letters and redlines
Exhibit C: Public Notice

APPLICANT REQUEST

The Applicant, Lennar Colorado, represented by Scott Lockhart and Joseph Huey, request the Planning Commission provide a recommendation of approval to the Board of Trustees for a replat of Block 2, Lots 1 through 9 in the Legacy Village Filing 1 subdivision, which is located at the southwest corner of Corkscrew St and Hinds St in the Town of Elizabeth, CO. (**Exhibit A**).

In accordance with the Elizabeth Municipal Code (EMC), [Sec. 16-3-80 \(c\)\(2\)](#), a replat for an adjustment or vacation of a lot line or easement shall be processed in accordance with the final plat process in [Sec. 16-3-60](#) and shall undergo a formal public hearing. From the final plat process, the Planning Commission shall make a recommendation to the Board of Trustees to approve, approve with conditions, continue to obtain additional information, or deny and application for a final plat.



PO Box 159, 151 S. Banner Street, Elizabeth, Colorado 80107
Phone: (303) 646-4166 | Fax: (303) 646-9434 | www.townofelizabeth.org

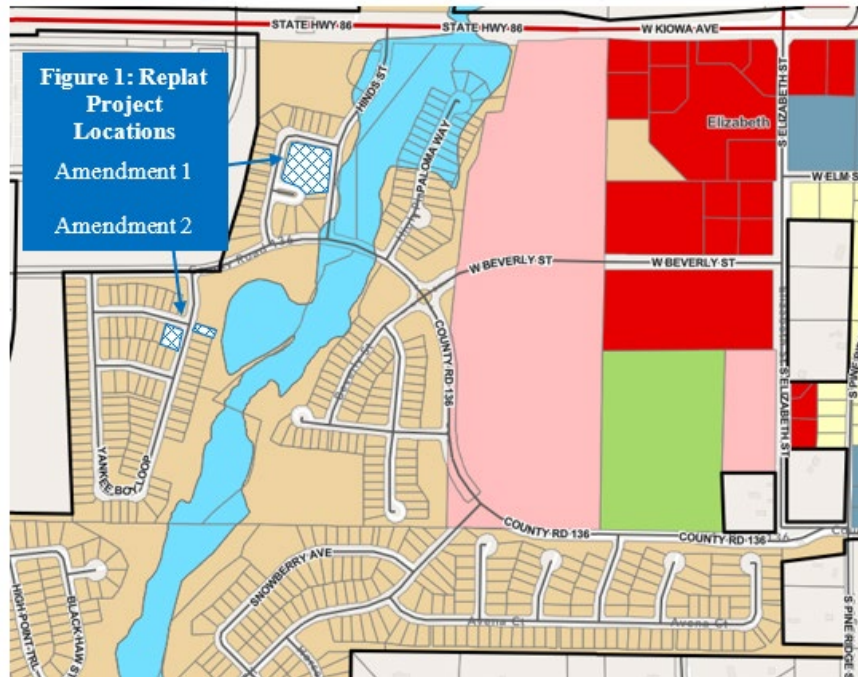


TOWN OF ELIZABETH

BOARD OF TRUSTEES

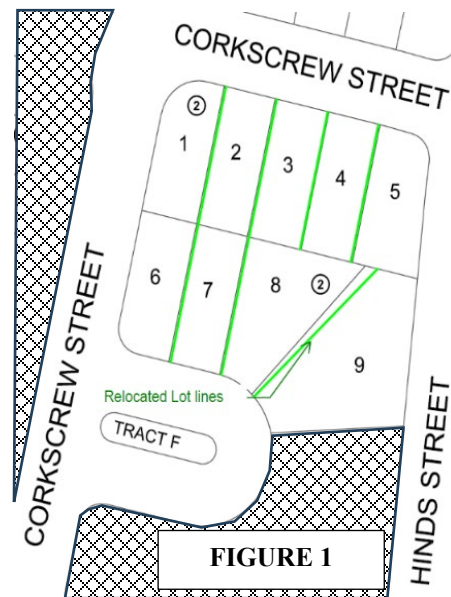
Proposal/Background:

The Legacy Village Filing 1 subdivision is located on the western edge of the Town's limits and encompasses 51.285 acres that is composed of 126 single family residential lots and 17 tracts. The site is currently zoned as Planned Unit Development (PUD) district and all development is guided by the Elizabeth 86 PUD Guide. Please note that the applicant has submitted concurrent applications for a replat being processed as Amendment 1 and Amendment 2 – for contextual reference, the location of the replats is shown on **Figure 1**.



As part of the **Amendment 1** replat, the applicant is proposing to replat 1.286 acres (56,021 SF) of Block 2, Lots 1 through 9. The replat is being proposed by the developer to create a minimum lot width of 44'. The proposed changes include shifting and vacating existing lot lines and associated utility easements by approximately 1.5' as shown in **Figure 1**.

Please note that due to these proposed changes, there is no overall decrease in the total site area - rather the site area is being redistributed amongst the replatted lots as shown in **Table 1**. Further, there are no additional changes proposed to the site area via this application and the site will continue to remain compliant with the approved Elizabeth 86 (Legacy Village) PUD Guide for minimum lot area, setbacks, and other applicable development standards and regulations.





TOWN OF ELIZABETH

BOARD OF TRUSTEES

Table 1: Comparison of Lot Area		
Lot # (Block 2)	Lot Area (SF) – Original Approval	Lot Area (SF) – Proposed (A1)
1	5,098	5,266
2	4,950	4,950
3	5,243	4,950
4	4,982	4,950
5	5,561	5,717
6	5,246	5,414
7	4,950	4,950
8	7,846	8,518
9	12,147	11,306
Total	56,023	*56,021
<i>Please note that the lot area difference is due to rounding error.</i>		

The replatted site is fully encompassed within the underdevelopment Legacy Village Filing 1 subdivision and all surrounding land uses residential and an open space tract to the east that abuts Gold Creek. These surrounding land uses are shown in **Table 2**. Due to the minor changes proposed via this application, no negative impacts are anticipated to surrounding neighborhood.

Table 2 - Surrounding Land Uses:	
North:	Residential (Legacy Village Filing 1)
South:	Residential (Legacy Village Filing 1)
East:	Open Space
West:	Residential (Legacy Village Filing 1)

Approval Criteria:

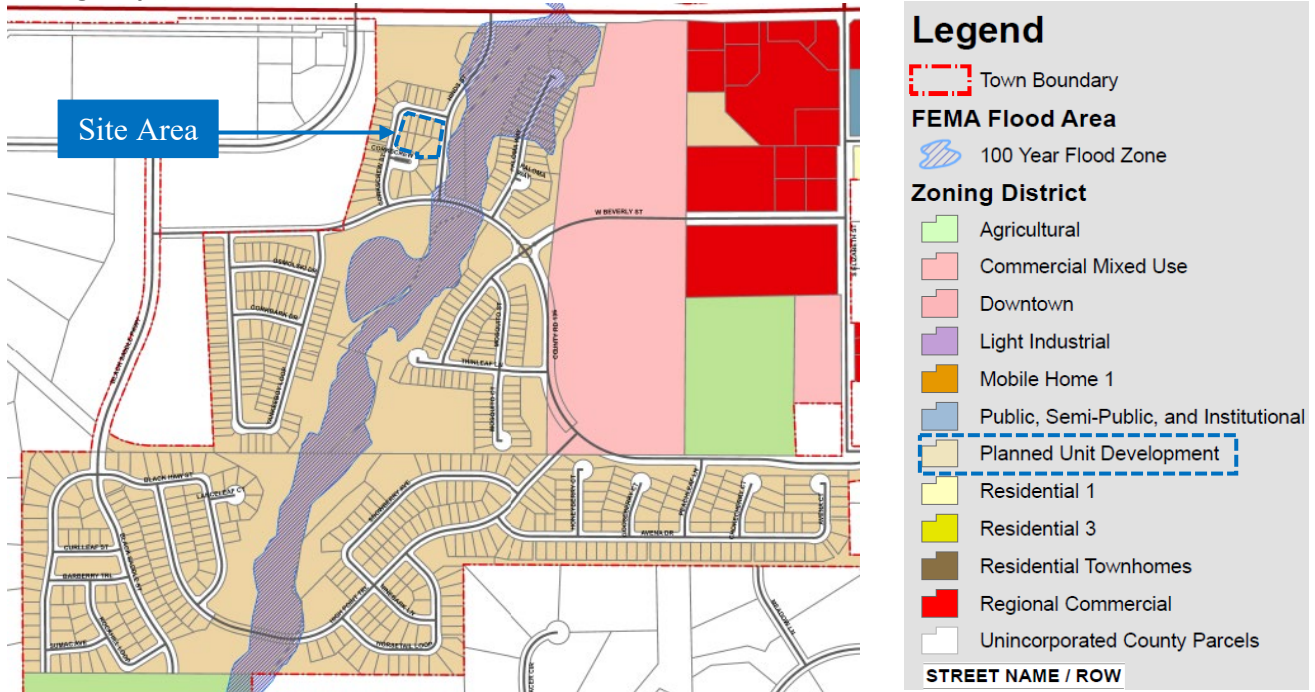
The Land Use and Development code, Article III and Sec. 16-3-80, does not stipulate criteria for approval of a replat application; therefore, staff has established a set of criteria for the Planning Commission to consider when providing a recommendation to the Board of Trustees. The list of recommendations includes a review against all applicable standards as found in the EMC, Land Use and Development code, Elizabeth Comprehensive Plan, and Elizabeth 86 PUD Guide.



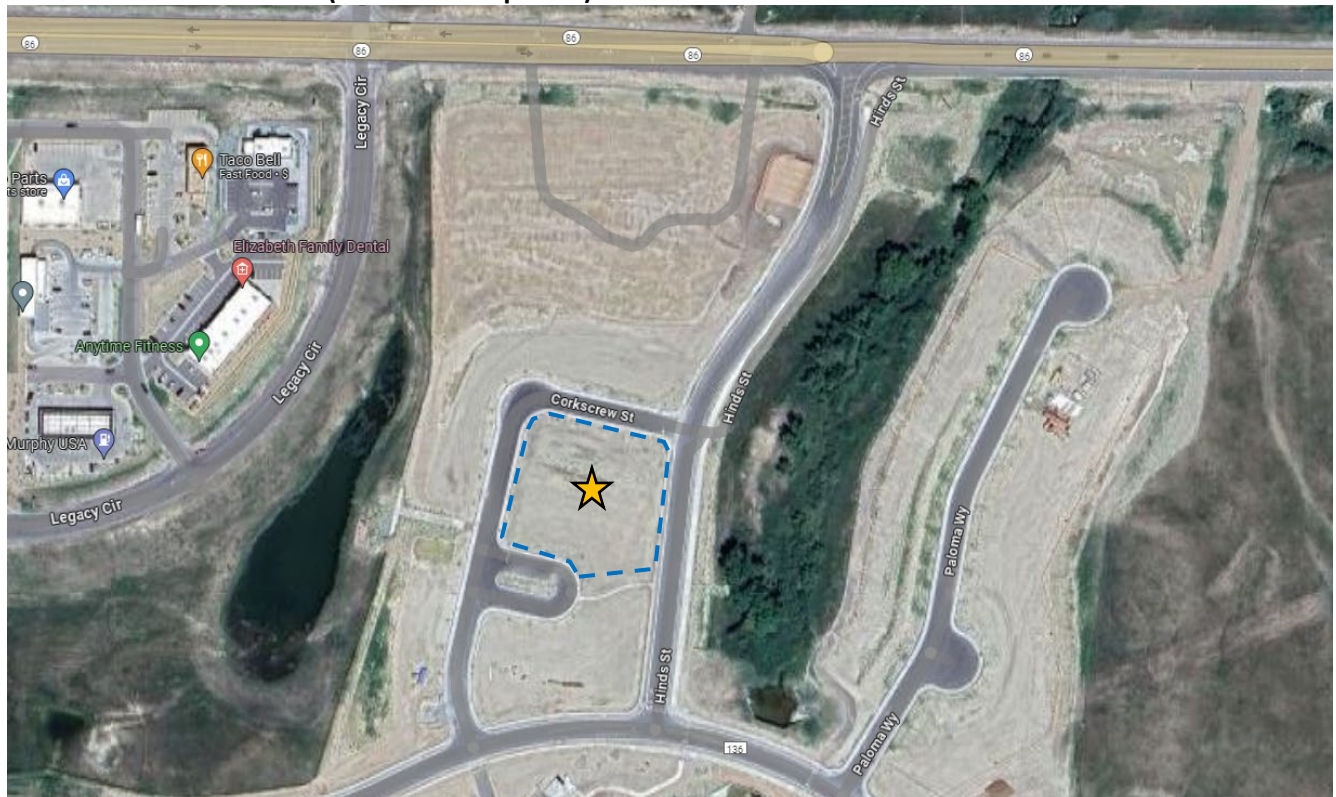
TOWN OF ELIZABETH

BOARD OF TRUSTEES

Zoning Map (2023):



Current Site – Aerial View (Under Development)



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 Phone: (303) 646-4166 | Fax: (303) 646-9434 | www.townofelizabeth.org



CASE ANALYSIS

Elizabeth Municipal Code (EMC):

The proposed replat of Block 2, Lots 1 through 9, Amendment 1, of the Legacy Village Filing 1 subdivision was reviewed against all appropriate standards and regulations of the EMC. For your considerations, the following topics outline the specific analysis applied to the proposal:

- **Impact to Surrounding Neighborhood:**

- The site is located within the Legacy Village Filing 1 subdivision that is currently under development. As such, the proposal is not anticipated to negatively impact the surrounding neighborhood.

- **Bulk Standards:**

- The site defers to the Elizabeth 86 PUD Guide development standards discussed below.

- **Drainage:**

- There are no significant changes to the drainage of the site caused by the shifting and vacating of the existing lot lines and easements by approximately 1.5'.

- **Floodplain**

- As the shifting of the lot lines and easements is not expanding the site or reconfiguring the subdivision, there is no anticipated change to the previous approval granted for this.

- **Right-of-Way (ROW)**

- No revisions to the proposed ROW are submitted with this replat application.

- **Landscaping**

- No revisions to the proposed landscaping are submitted with this replat application.

Elizabeth 86 Development PUD Guide:

The proposal was reviewed in the context of the Elizabeth 86 PUD Guide, for compliance with the development standards stipulated in 3:a (4). From this review, it was determined that the proposal is in compliance with the PUD Guide.

Elizabeth Comprehensive Plan:

The Legacy Village Filing 1 subdivision was approved in compliance with Town's [Comprehensive Plan \(2019\)](#). The proposed changes of Amendment 1 will uphold the site's compliance with the comprehensive plan and no changes to the site are proposed except the shifting and vacating of the existing lot lines and easements.



Referrals

Staff contacted the following agencies for review and comment during the referral period. To date, all disciplines have reached a status of approval or had no comment on the proposal (see Exhibit B).

Referral Agency / Consultant	Discipline
SAFEbuilt	Community Development
CORE Engineering	Town Engineer
CORE Electric / IREA	Utility
Elizabeth Public Works	Public Works
Elizabeth Fire Protection District	Fire
Elizabeth School District	School District
Black Hills Energy	Utility Company
Elbert County Public Health	Environmental Review
Elbert County Assessor's Office	GIS
CenturyLink and Comcast	Utility

Findings and Staff Recommendation

A favorable recommendation is provided for the replat application for Amendment 1 upon review by the development review team and staff in accordance with [Sec. 16-3-80](#) and reference to EMC. Staff provides the following findings.

Findings:

1. The replat is a simple shift and vacation of lot lines and easements that were previously approved for development (see "background" section). There are no proposed changes to land use that accompany the application and the replat does not create any new impacts on the site.
2. The proposal is found to substantially comply with the standards for development as found in the Chapter 16 of the Elizabeth Municipal Code and Elizabeth 86 PUD Guide.
3. The proposal is found to comply with various housing elements of the Town's current Comprehensive Plan.

Staff Recommendation:

Based on the analysis above, Staff believes that the application is in substantial compliance with the previous approved subdivision, the original zoning for the property (PUD), and Article 3 of Chapter 16 of the EMC. Staff recommends the Board of Trustees approve Resolution 24R17 with no further conditions.

Planning Commission Recommendation:

At the 3/19/24 Planning Commission meeting, the Commission provided a recommendation of approval for the replat, for consideration by the Board of Trustees. The Commission did not recommend any conditions of approval.



Exhibit A

TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

LAND USE APPLICATION

DATE: 4-26-2023

NAME OF PROJECT: LEGACY VILLAGE FILING NO. 1

NAME OF APPLICANT: LENNAR COLORADO

ADDRESS AND LEGAL DESCRIPTION OF PROJECT: Northwest Quarter of Section 13, Township 6 South, Range 65 West of the 6th P.M, Town OF Elizabeth, County of Elbert, State of Colorado. More specifically, east of Legacy Circle adjacent to Highway 86

Please check the appropriate item(s):

- | | | |
|---|---|--|
| <input type="checkbox"/> REZONE | <input type="checkbox"/> PLAT | <input type="checkbox"/> USE BY SPECIAL REVIEW |
| <input type="checkbox"/> PUD (planned unit development) | <input checked="" type="checkbox"/> MINOR PLAT/REPLAT | <input type="checkbox"/> ANNEXATION |
| <input type="checkbox"/> VARIANCE | <input type="checkbox"/> SUBDIVISION | <input type="checkbox"/> MINOR SUBDIVISION |
| <input type="checkbox"/> SITE PLAN | <input type="checkbox"/> OTHER _____ | |

PRESENT ZONING: PUD

AREA IN ACRES: 0.479

PROPOSED ZONING: No Change

PRESENT USE: _____

PROPOSED # OF LOTS (if applicable): 4

PROPOSED GROSS FLOOR AREA (if applicable): na

*PROPERTY OWNER

NAME: Lennar Colorado

ADDRESS: 9193 S Jamaica St, Englewood, CO 80112

TELEPHONE #: 303-754-0600

EMAIL: _____

Kent Ped
SIGNATURE OF OWNER

SIGNATURE OF OWNER

APPLICANT REPRESENTATIVE

NAME: Joe Huey

ADDRESS: 9193 S Jamaica St, Englewood, CO 80112

TELEPHONE #: 303-754-0600

EMAIL: joseph.huey@lennat.com

Joseph Huey
SIGNATURE OF APPLICANT

SIGNATURE OF APPLICANT

Jennifer S. Thornbloom
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20144027146
MY COMMISSION EXPIRES 7/10/2026

*(OWNERS SIGNATURE NEEDS TO BE NOTARIZED)

Subscribed and sworn to be before me this 27th day of April, 20 23.
My commission expires

7-10-26

Jennifer S. Thornbloom
Notary

Exhibit A

TOWN OF ELIZABETH LAND USE FEE AND DEPOSIT SCHEDULE

	FEE	DEPOSIT
ANNEXATION PETITION	\$500	\$4,000
FINAL PLAT	\$500	\$3,000
MINOR SUBDIVISION	\$300	\$1,000
PLANNED UNIT DEVELOPMENT – UP TO 5 ACRES	\$500 + \$30/ ADDITIONAL ACRE OR PORTION OF ACRE	\$3,000
PLANNED UNIT DEVELOPMENT – OVER 5 ACRES	\$1,000 + \$30/ ADDITIONAL ACRE OR PORTION OF ACRE	\$4,500
PRELIMINARY PLAN	\$1,000	\$5,000
REPLAT, VACATION, OR PLAT AMENDMENT	\$300	\$500
REZONING – TRADITIONAL ZONES	\$400 + \$30/ ADDITIONAL ACRE OR PORTION OF ACRE	\$1,500
SIGN PERMIT	\$75	\$0
SITE PLAN – UP TO 2 ACRES	\$400	\$3,000
SITE PLAN – OVER 2 ACRES	\$500 + \$50/ ADDITIONAL ACRE OR PORTION OF ACRE	\$4,500
SITE PLAN AMENDMENT	\$300	\$2,000
SKETCH PLAN	\$250	\$3,000
TEMPORARY STRUCTURE AND USES PERMIT	\$20	
USE BY SPECIAL REVIEW	\$500	\$2,000
VARIANCE REQUEST	\$300	\$1,000

December 12, 2023

Community Development
Town of Elizabeth
151 S Banner St
Elizabeth, CO 80107

Re: Legacy Village Filing 1 RePlat #1

Dear Development Review,

On behalf of the applicant, Lennar, we are pleased to submit this Project Narrative and Application for the Legacy Village Filing 1 RePlat Documents.

The following list comprises of the development team for this project:

Applicant

Lennar, LLC
Contact: Joe Huey
9193 S Jamaica St Suite 4
Englewood, CO 80112
303-210-9822
joseph.huey@lennar.com

Civil Engineer

Westwood Professional Services
Contact: Scott Lockhart
10333 E. Dry Creek Rd., Ste. 240
Englewood, CO 80112
720.249-3583
scott.lockhart@westwoodps.com

Site Location and Zoning

Legacy Village Filing 1 is approximately 51-acres site located south of Highway 86, just east of The Town of Elizabeth, Elbert County Colorado.

The site is zoned as Planned Development, with the modifications being single family home sites.

Project Description

Filing 1 includes 126 lots for single family detached homes, open space tracts, and an open space park. The residential portion of this community will be the conventional family community.

RePlat

This proposed re-plat is intended to obtain a 44' (min) lot width and/or 34' (min) build-able home footprint. Proposed lot modifications include moving existing lot lines, and associated utility easements approximately 1.5' to obtain this width (Block 2 Lots 1-9) **Lot Exhibit 1**. Exhibit B shows where existing services have been installed.

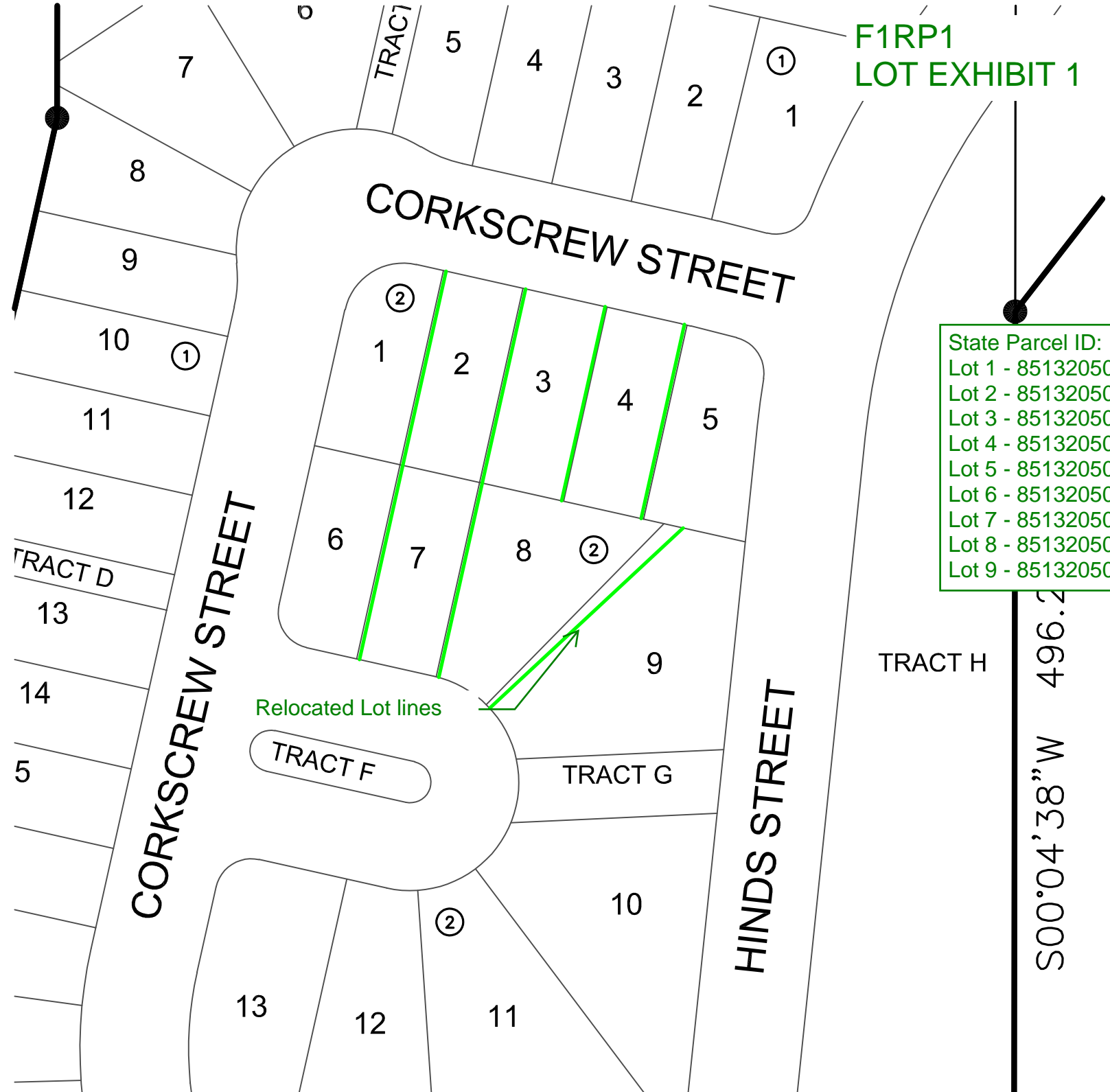
Variiances:

No variances are being requested as part of this application. Lot sizes remain above the minimums outlined within the PUD.

Technical Compliance

The Legacy Village Filing 1 replat complies with all applicable standards and guidelines as required by the Town of Elizabeth and existing, approved PUD documents.

F1RP1
LOT EXHIBIT 1



State Parcel ID:

Lot 1	8513205037
Lot 2	8513205038
Lot 3	8513205039
Lot 4	8513205040
Lot 5	8513205041
Lot 6	8513205042
Lot 7	8513205043
Lot 8	8513205044
Lot 9	8513205045

S00°04'38"W 496.2

FIRST AMENDMENT TO LEGACY VILLAGE SUBDIVISION FILING NO. 1

A REPLAT OF LOTS 1-9, BLOCK 2, LEGACY VILLAGE SUBDIVISION FILING NO. 1,
SITUATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO
SHEET 1 OF 2
1.286 ACRES - 9 SINGLE FAMILY RESIDENTIAL LOTS

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A REPLAT OF LOTS 1-9, BLOCK 2, LEGACY VILLAGE SUBDIVISION FILING NO. 1, AS RECORDED IN THE RECORDS OF THE ELBERT COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 613908, LOCATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ELIZABETH, ELBERT COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1 THROUGH 9, BLOCK 2, LEGACY VILLAGE SUBDIVISION FILING NO. 1.

SAID PARCEL CONTAINING A CALCULATED AREA OF 56,023 SQUARE FEET OR 1.286 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND OR RIGHTS OF WAY OF WHATSOEVER NATURE.

OWNERSHIP AND DEDICATION STATEMENT:

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF FIRST AMENDMENT TO LEGACY VILLAGE FILING NO. 1. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. ALL STREETS AND RIGHTS OF WAY, SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF ELIZABETH, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES.

SIGNATURE

LENNAR COLORADO, LLC, A COLORADO LIMITED LIABILITY COMPANY.

BY: _____

TITLE: _____

ATTEST: _____
SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY

WITNESS MY HAND AN OFFICIAL SEAL _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

OWNERSHIP AND DEDICATION STATEMENT (CONTINUED):

SIGNATURE

AG ESSENTIAL HOUSING MULTI STATE 2, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

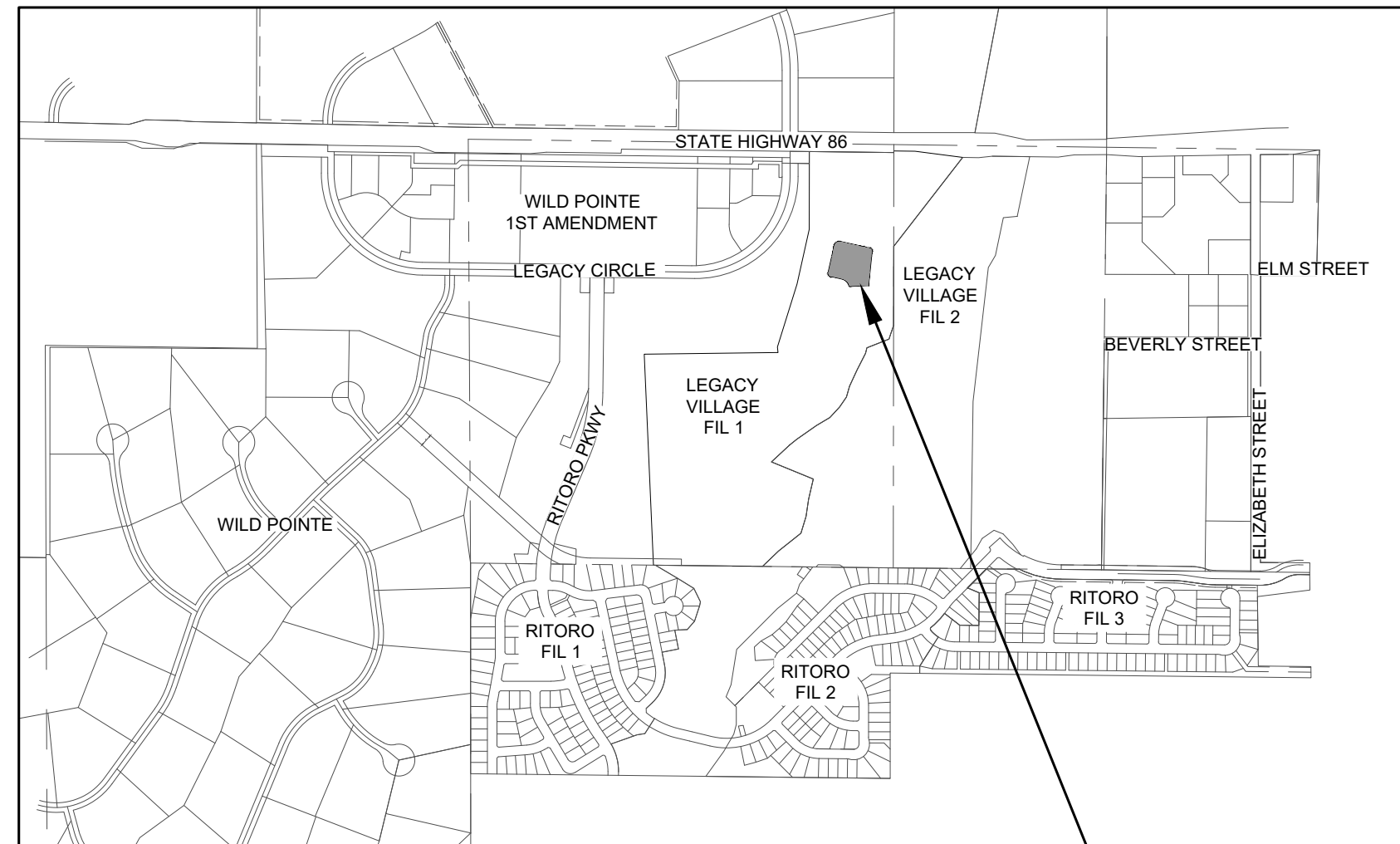
TITLE: _____

ATTEST: _____
SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY

WITNESS MY HAND AN OFFICIAL SEAL _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



VICINITY MAP
SCALE: 1" = 1000'
PROPERTY LOCATION

BOARD OF TRUSTEES:

LOTS 1-9, BLOCK 2, LEGACY VILLAGE SUBDIVISION FILING NO. 1, IS HEREBY AMENDED BY THIS PLAT WHICH IS HEREBY APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO, FOR FILING IN THE OFFICE OF THE ELBERT COUNTY CLERK AND RECORDER, SUBJECT TO ALL COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AGAINST AND APPURTENANT TO THE ORIGINAL PLAT RECORDED IN THE OFFICE OF THE ELBERT COUNTY CLERK AND RECORDER, RECEPTION # 613908.

MAYOR, TOWN OF ELIZABETH

ATTEST: _____
TOWN CLERK

LENDER

SIGNATURE

BY: LES SOWITCH

TITLE: REDSTONE BANK MARKET PRESIDENT

ATTEST: _____
SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY

WITNESS MY HAND AN OFFICIAL SEAL _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

PLANNING COMMISSION:

THE PRELIMINARY PLAN FOR THIS PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON _____ JANUARY 5, 2021 _____.

CHAIR, PLANNING COMMISSION

TITLE VERIFICATION:

WE, LAND TITLE GUARANTEE COMPANY, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

BY: _____

TITLE: _____

ATTEST: _____
SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY

WITNESS MY HAND AN OFFICIAL SEAL _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CLERK AND RECORDER'S CERTIFICATION:

STATE OF COLORADO)
COUNTY OF ELBERT) SS.

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ____ DAY OF _____, 20____,

A.D., AT _____ A.M./P.M.

AND WAS RECORDED AT RECEPTION NUMBER _____.

COUNTY CLERK AND RECORDER

SURVEYOR'S CERTIFICATION:

I, JEAN P. HALPIN, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON APRIL 12, 2023, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS.

I ATTEST THE ABOVE ON THIS ____ DAY OF _____, 20____.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
JEAN P. HALPIN, PLS NO. 38474
FOR AND ON BEHALF OF WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 400
ENGLEWOOD, CO 80112
(720)-249-3584

APPLICANT/DEVELOPER:
E86 J.V., LLC
JIM MARSHALL
7108 SOUTH ALTON WAY
ENGLEWOOD, CO 80112

ENGINEER/SURVEYOR:
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, STE 400
ENGLEWOOD, CO 80112

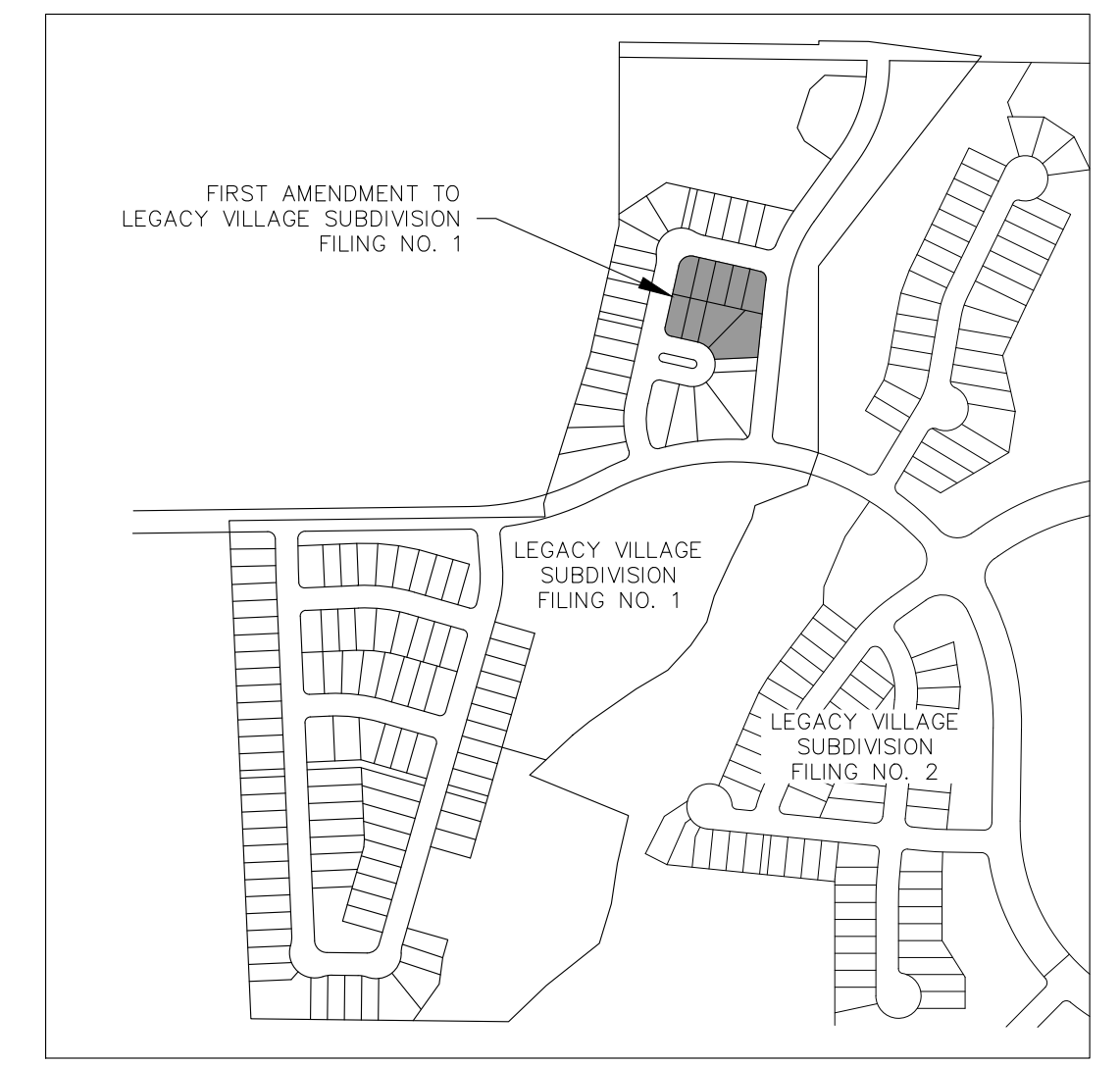
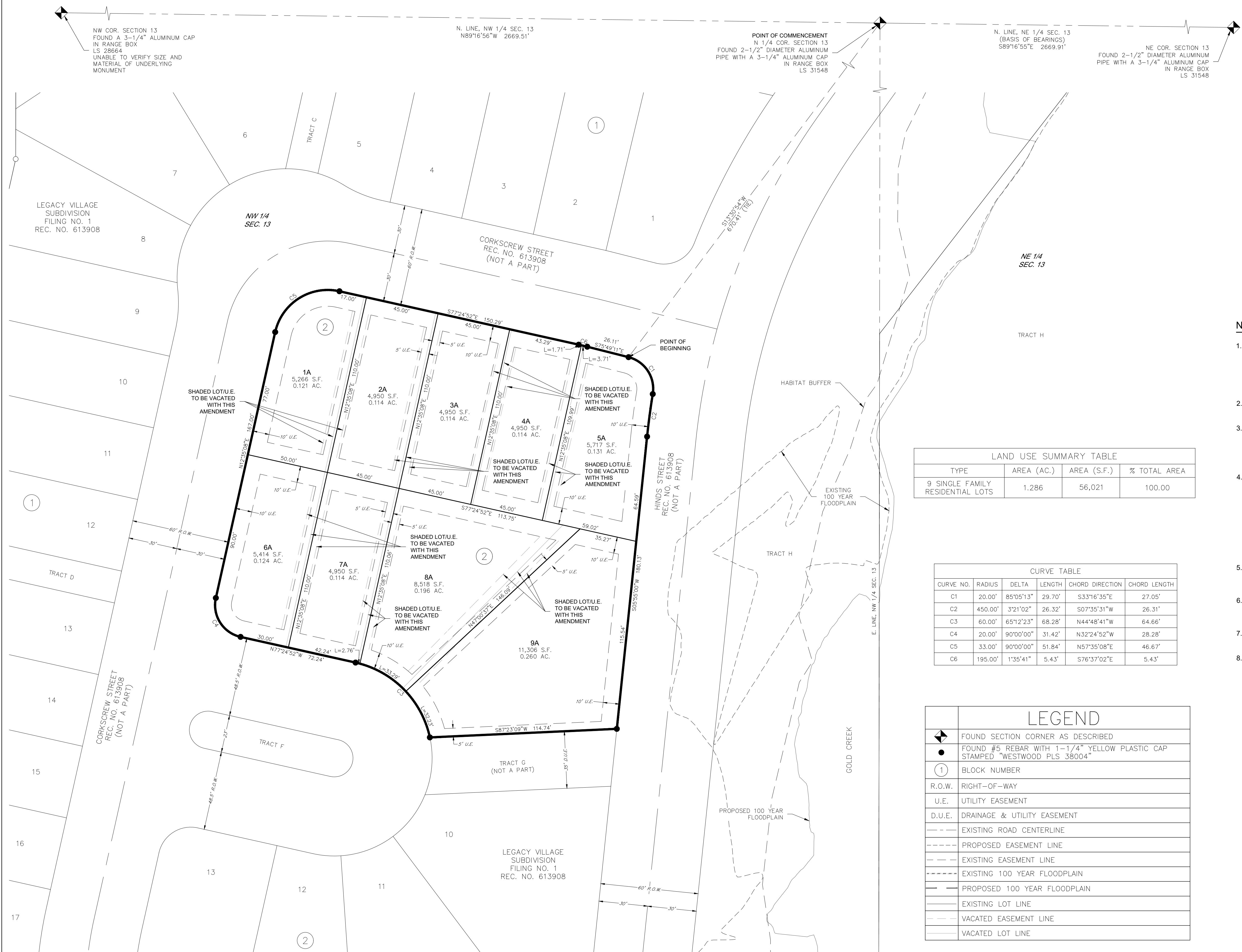
Westwood

Westwoodps.com
Westwood Professional Services, Inc.

10333 E DRY CREEK RD.
SUITE 400
ENGLEWOOD, CO 80112
TEL: 720.482.9526

SECOND AMENDMENT TO LEGACY VILLAGE SUBDIVISION FILING NO. 1

A REPLAT OF LOTS 1-9, BLOCK 2, LEGACY VILLAGE SUBDIVISION FILING NO. 1,
SITUATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO
SHEET 2 OF 2



KEYMAP
SCALE: 1" = 500'

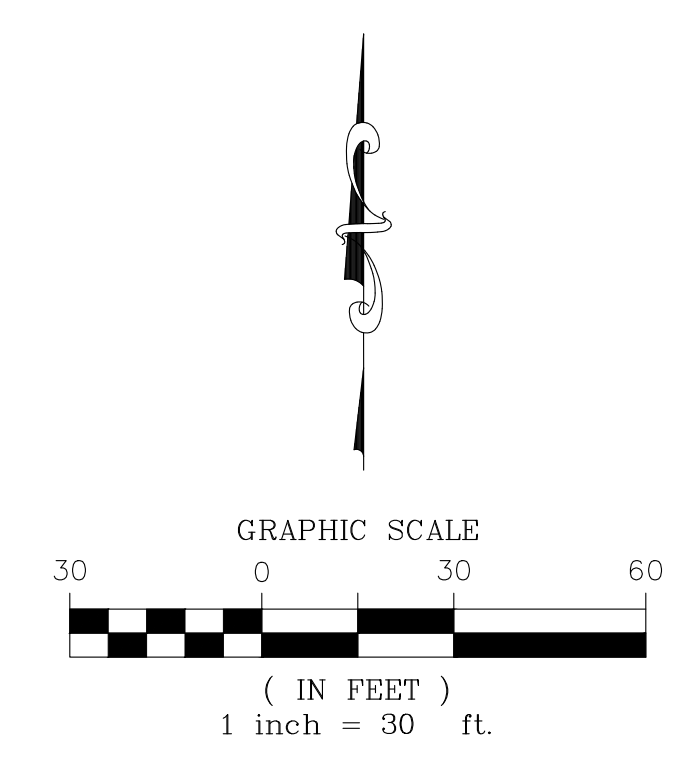
NOTES:

1. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 13 BEING MONUMENTED AT THE NORTH QUARTER CORNER OF SECTION 13 BY A FOUND 2-1/2 INCH DIAMETER ALUMINUM PIPE WITH A 3-1/4 INCH ALUMINUM CAP STAMPED "PLS 31548" WHENCE THE NORTHEAST CORNER OF SAID SECTION 13 BEING MONUMENTED BY A FOUND 2-1/2 INCH DIAMETER ALUMINUM PIPE WITH A 3-1/4 INCH ALUMINUM CAP STAMPED "LS 31548" IS ASSUMED TO BEAR SOUTH 89°16'55" EAST, A DISTANCE OF 2669.91 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.
2. THIS PROPERTY IS SUBJECT TO RESERVATIONS, RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD OR IN PLACE.
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY WESTWOOD PROFESSIONAL SERVICES, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, WESTWOOD PROFESSIONAL SERVICES, INC. RELIED UPON LAND TITLE GUARANTEE COMPANY PROPERTY INFORMATION BINDER ORDER NO. RND70823106, HAVING AN EFFECTIVE DATE OF NOVEMBER 7, 2023 AT 5:00 P.M.
4. NON-EXCLUSIVE - 5-FOOT AND 10-FOOT UTILITY EASEMENTS LOCATED AS SHOWN ARE HEREBY GRANTED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING, BUT NOT LIMITED TO STREET LIGHTS, ELECTRIC LINES, GAS LINES, CABLE TELEVISION LINES, FIBER OPTIC LINES, AND TELEPHONE LINES, AS WELL AS PERPETUAL RIGHT FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES. SIDE LOT LINE EASEMENTS ARE ALLOWED ENCROACHMENTS FOR ROOF OVERHANGS, CANTILEVER BAY OR BOX WINDOWS, FIREPLACES, WITH A MAXIMUM TWO FOOT (2') ENCROACHMENT, LANDSCAPING WITH PLANT SHRUBS, WOODY PLANTS AND NURSERY STOCK OR OTHER CROPS MAY BE LOCATED WITHIN THESE EASEMENTS PROVIDED THEY DO NOT INTERFERE WITH THE USE OF, OBSTRUCT THE OPERATION OF, MAINTENANCE OF, OR ACCESS TO SAID SIDE LOT EASEMENT.
5. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL 08039C0480C, EFFECTIVE MARCH 17, 2011, THE SURVEYED LAND IS WITHIN FLOOD ZONE X, AN AREA OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
6. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
7. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
8. 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.

TYPE	AREA (AC.)	AREA (S.F.)	% TOTAL AREA
9 SINGLE FAMILY RESIDENTIAL LOTS	1.286	56,021	100.00

CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	20.00'	85°06'13"	29.70'	S33°16'35"E	27.05'
C2	450.00'	3°21'02"	26.32'	S07°35'31"W	26.31'
C3	60.00'	65°12'23"	68.28'	N44°48'41"W	64.66'
C4	20.00'	90°00'00"	31.42'	N32°24'52"W	28.28'
C5	33.00'	90°00'00"	51.84'	N57°35'08"E	46.67'
C6	195.00'	1°35'41"	5.43'	S76°37'02"E	5.43'

	FOUND SECTION CORNER AS DESCRIBED
	FOUND #5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "WESTWOOD PLS 38004"
	BLOCK NUMBER
	R.O.W. RIGHT-OF-WAY
	U.E. UTILITY EASEMENT
	D.U.E. DRAINAGE & UTILITY EASEMENT
	EXISTING ROAD CENTERLINE
	PROPOSED EASEMENT LINE
	EXISTING EASEMENT LINE
	EXISTING 100 YEAR FLOODPLAIN
	PROPOSED 100 YEAR FLOODPLAIN
	EXISTING LOT LINE
	VACATED EASEMENT LINE
	VACATED LOT LINE



Westwood
10333 E DRY CREEK RD.
SUITE 400
ENGLEWOOD, CO 80112
TEL: 720.482.9526

WHEN RECORDED, RETURN TO:

Shane Orr, Esq.
Lennar Colorado, LLC
9193 Jamaica Street, 4th Floor
Englewood, Colorado 80112

SPECIAL WARRANTY DEED

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, ELIZABETH 86 INVESTMENTS II, LLC, a Colorado limited liability company (the "**Grantor**"), hereby grants, sells, and conveys to LENNAR COLORADO, LLC, a Colorado limited liability company (the "**Grantee**"), whose address is 9193 Jamaica Street, 4th Floor, Englewood, Colorado 80112, that certain real property described on Exhibit A attached hereto and incorporated herein by this reference (the "**Property**"), together with (a) all buildings, structures, and improvements located thereon; (b) all development rights and credits and air rights relating thereto; (c) all right, title, and interest of Grantor in and to all strips and gores, streets, alleys, easements, rights-of-way, public ways, or other rights appurtenant, adjacent, or connected thereto; and (d) any other rights, privileges, appurtenances, hereditaments, easements, reversions, and remainders pertaining thereto or used in connection therewith;

GRANTOR for itself, its successors and assigns, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor, SUBJECT ONLY TO those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (the "**Permitted Exceptions**").

IN WITNESS WHEREOF, the undersigned has executed this Special Warranty Deed as of this November 11, 2021.

GRANTOR:

ELIZABETH 86 INVESTMENTS II, LLC,
a Colorado limited liability company

By Tery R. Larrew
Tery R. Larrew, Manager

STATE OF COLORADO)
County of Douglas) ss.

The foregoing instrument was acknowledged before me this November 11, 2021, by Tery R. Larrew as Manager of ELIZABETH 86 INVESTMENTS II, LLC, a Colorado limited liability company.

[Signature]
Notary Public

My commission expires: 10-17-22

RICHELLE E. PETERSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 2002403353
My Commission Expires October 17, 2022

EXHIBIT A

(Legal Description)

Lots 1-19
Block 1, and
Lots 1-13
Block 2
and
Tracts B, C, D, E, G and I
Legacy Village Subdivision Filing No. 1
Town of Elizabeth
County of Elbert
State of Colorado.

EXHIBIT B
(Permitted Exceptions)

1. Reservation of right of proprietor of any penetrating vein or lode to extract his ore, in U.S. Patent recorded November 14, 1874 in Book 1 at Page 285.
2. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for any ditches or canals constructed by authority of the United States, in U.S. Patent recorded January 17, 1903 in Book 23 Page 456.
3. Terms, agreements, provisions, conditions and obligations as contained in Resolution Approving SP10-0023 Elizabeth 86 Residential Metropolitan District recorded September 22, 2010 at Reception No. 512389. Note: At closing this Exception will be modified to add the following: No liens outstanding and no assessments now due and payable."
4. Terms, agreements, provisions, conditions and obligations as contained in Resolution Approving SP10-0024 Elizabeth 86 Commercial Metropolitan District recorded September 22, 2010 at Reception No. 512390.
5. Terms, agreements, provisions, conditions and obligations as contained in Easement Agreement (Sanitary Sewer) recorded December 6, 2016 at Reception No. 564388. Ratification thereof recorded May 4, 2017 at Reception No. 569113.(affects Tracts F, Q and S only)
6. Terms, conditions, provisions and obligations contained in the Resolution 18R39 recorded August 22, 2018 at Reception No. 580001.
7. Terms, conditions, provisions and obligations contained in the Resolution 18R44 recorded August 30, 2018 at Reception No. 580218.
8. Terms, conditions, provisions and obligations contained in the Ordinance 18-09 recorded August 30, 2018 at Reception No. 580221.
9. Notes, easements and restrictions as shown on the Rezone Map recorded September 4, 2018 at Reception No. 201350.
10. Notes, easements and restrictions as shown on the Annexation Map recorded September 26, 2018 at Reception No. 580815.
11. Terms, conditions, provisions and obligations contained in the Resolution 18R51 recorded September 26, 2018 at Reception No. 580816.
12. Notes, easements and restrictions as shown on the Rezoning Map recorded April 3, 2019 at Reception No. 201360.
13. Terms, conditions, provisions and obligations contained in the Special Warranty Deed recorded June 5, 2019 at Reception No. 586144.

14. Terms, conditions, provisions and obligations contained in the Special Warranty Deed recorded January 7, 2020 at Reception No. 591779.

15. Terms, conditions, provisions and obligations contained in the Special Warranty Deed recorded January 7, 2020 at Reception No. 591780.

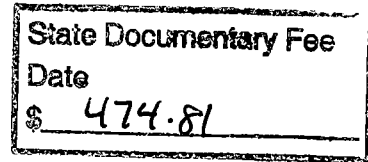
16. Terms, conditions, provisions and obligations contained in the Special Warranty Deed recorded January 7, 2020 at Reception No. 591781.

17. Terms, conditions, provisions and obligations contained in Resolution recorded February 1, 2021 at Reception No. 604138.

18. Terms, conditions, provisions and obligations contained in Easement recorded July 29, 2021 at Reception No. 610518 and at Reception No. 610520.

19. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Legacy Village Subdivision Filing No. 1 and Legacy Village Subdivision Filing No. 2 recorded at Reception No. 613911 and at Reception No. 613912.

WHEN RECORDED, RETURN TO:
Biskind, Hunt & Semro, PLC
8901 E. Pima Center Parkway, Suite 225
Scottsdale, AZ 85258
Attn: Neil D. Biskind, Esq.



SPECIAL WARRANTY DEED

(Legacy Village, Colorado)

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned LENNAR COLORADO, LLC, a Colorado limited liability company (the “Grantor”), whose address is 9193 S. Jamaica Street, 4th Floor, Englewood, Colorado 80112, hereby grants to AG ESSENTIAL HOUSING MULTI STATE 2, LLC, a Delaware limited liability company (“Grantee”), whose address is c/o AGWIP Asset Management, LLC, 8585 E. Hartford, Suite 118, Scottsdale, AZ 85255, that certain real property situated in Elbert County, Colorado, described as follows (the “Property”):

SEE EXHIBIT “A” ATTACHED HERETO AND
BY THIS REFERENCE MADE A PART HEREOF

also known by street and number as: vacant land;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, and Grantee’s heirs, successors, and assigns forever.

TOGETHER WITH all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim, and demand whatsoever of Grantors, either in law or equity, of, in, and to the above bargained premises, with the hereditaments and appurtenances;

SUBJECT TO: the matters described on Exhibit B attached hereto and made a part hereof.

Grantor does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of Grantee, and Grantee’s successors, and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, by, through or under Grantor, subject to the matters set forth above.

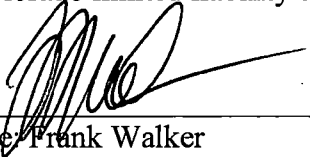
[Balance of Page Intentionally Left Blank; Signature Page Follows]



EXECUTED this 24th day of November, 2021.

Grantor:

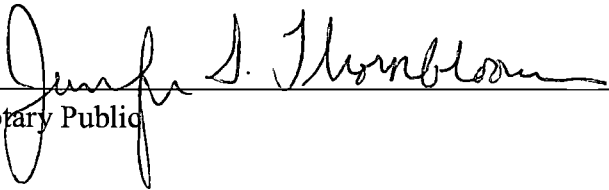
LENNAR COLORADO, LLC,
a Colorado limited liability company

By: 
Name: Frank Walker
Title: Vice President

STATE OF COLORADO)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 24th day of November, 2021,
by Frank Walker, Vice President of LENNAR COLORADO, LLC, a Colorado limited liability
company, for and on behalf thereof

JENNIFER S THORNBLOOM
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20144027146
My Commission Expires 7/10/2022


Notary Public

(Seal)

EXHIBIT A
Legal Description

PARCEL A:

LOTS 1 THROUGH 19, BLOCK 1;

LOTS 2 THROUGH 13, BLOCK 2;

LOTS 1 THROUGH 9, BLOCK 3;

LOTS 1 THROUGH 46, BLOCK 4;

LOTS 1 THROUGH 17, BLOCK 5;

LOTS 1 THROUGH 22, BLOCK 6;

LEGACY VILLAGE FILING NO. 1, COUNTY OF ELBERT, STATE OF COLORADO.

PARCEL B:

LOTS 1 THROUGH 36, BLOCK 1;

LOTS 1 THROUGH 12, BLOCK 2;

LOTS 1 THROUGH 14, BLOCK 3;

LOTS 1 THROUGH 10, BLOCK 4;

LOTS 1 THROUGH 19, BLOCK 5;

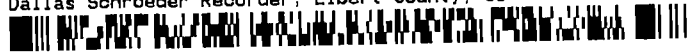
LOTS 1 THROUGH 9, BLOCK 6;

LEGACY VILLAGE FILING NO. 2, COUNTY OF ELBERT, STATE OF COLORADO.

EXHIBIT B

Permitted Exceptions

1. TAXES AND ASSESSMENTS FOR CALENDAR YEAR 2021, A LIEN NOT YET DUE AND PAYABLE.
 2. RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED NOVEMBER 14, 1874 IN BOOK 1 AT PAGE 285.
 3. RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED JANUARY 17, 1903 IN BOOK 23 AT PAGE 456.
 4. RIGHT OF WAY AND EASEMENT AS GRANTED IN INSTRUMENT RECORDED OCTOBER 14, 1963 IN BOOK 251 AT PAGE 193. CONVEYANCE RECORDED MARCH 25, 1970 IN BOOK 271 AT PAGE 451.
 5. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DEED OF CONSERVATION EASEMENT RECORDED DECEMBER 28, 2006 UNDER RECEPTION NO. 480883. CORRECTION DEED RECORDED FEBRUARY 6, 2007 UNDER RECEPTION NO. 481925. CORRECTION DEED RECORDD JUNE 13, 2007 UNDER RECEPTION NO. 486053.
 6. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED DECEMBER 06, 2016 UNDER RECEPTION NO. 564389. RATIFICATION OF EASEMENT AGREEMENT RECORDED MAY 24, 2017 UNDER RECEPTION NO. 569112.
 7. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED DECEMBER 06, 2016 UNDER RECEPTION NO. 564388. RATIFICATION OF EASEMENT AGREEMENT RECORDED MAY 24, 2017 UNDER RECEPTION NO. 569113.
 8. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT (DRAINAGE) RECORDED DECEMBER 02, 2016 UNDER RECEPTION NO. 564390.
- RATIFICATION OF EASEMENT AGREEMENT RECORDED MAY 24, 2017 UNDER RECEPTION NO. 569114.
9. SPECIAL WARRANTY WATER RIGHT DEEDS RECORDED DECEMBER 28, 2006 UNDER RECEPTION NOS. 480878, 480879 AND 480880.
- SPECIAL WARRANTY DEED CONVEYING GROUNDWATER RECORDED JUNE 5, 2019 UNDER RECEPTION NO. 586144 AND RECORDED JANUARY 7, 2020 UNDER RECEPTION NOS. 591780 AND 591781.



10. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE ELIZABETH 86 RESIDENTIAL METROPOLITAN DISTRICT , AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 22, 2010, UNDER RECEPTION NO. 512390.

11. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RECIPROCAL EASEMENT AGREEMENT RECORDED JANUARY 14, 2016 UNDER RECEPTION NO. 556467. 20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION RECORDED SEPTEMBER 26, 2018 UNDER RECEPTION NO. 580816.

12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION RECORDED FEBRUARY 01, 2021 UNDER RECEPTION NO. 604138.

13. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY OVERHEAD AND UNDERGROUND EASEMENT RECORDED JULY 29, 2021 UNDER RECEPTION NO. 610520.

14. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF LEGACY VILLAGE FILING NO. 1 RECORDED NOVEMBER 10, 2021 UNDER RECEPTION NO. 613908.

15. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF LEGACY VILLAGE FILING NO. 2 RECORDED NOVEMBER 10, 2021 UNDER RECEPTION NO. 613909.

16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION AGREEMENT (LEGACY VILLAGE FILING NO. 1) RECORDED NOVEMBER 10, 2021 UNDER RECEPTION NO. 613911.

17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION AGREEMENT (LEGACY VILLAGE FILING NO. 2) RECORDED NOVEMBER 10, 2021 UNDER RECEPTION NO. 613912.



Customer Distribution



Prevent fraud - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **RND70823106**

Date: **11/14/2023**

Property Address: **242, 232, 222, 212, 202, 312, 322, 332 AND 342 CORKSCREW STREET, Elizabeth, CO 80107**

For Closing Assistance

For Title Assistance

Scott Cieslewicz
5975 GREENWOOD PLAZA
BLVD
GREENWOOD VILLAGE, CO
80111
(303) 850-4189 (Work)
scielewicz@ltgc.com

Builder

LENNAR COLORADO LLC
Attention: JOSEPH HUEY
9193 S JAMAICA ST 4TH FLOOR
ENGLEWOOD, CO 80112
(720) 369-3835 (Work)
joseph.huey@lennar.com
Delivered via: Electronic Mail



Estimate of Title Fees

Order Number: RND70823106

Date: 11/14/2023

Property Address: 242, 232, 222, 212, 202, 312, 322, 332 AND 342 CORKSCREW STREET, Elizabeth, CO 80107

Seller(s): LENNAR COLORADO,LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO LOT 1; AND AG ESSENTIAL HOUSING MULTI STATE 2, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS TO LOTS 2-9

Buyer(s): A BUYER TO BE DETERMINED

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit ltgc.com to learn more about Land Title.

Estimate of Title Insurance Fees	
"ALTA" Owner's Policy 07-30-21 Reissue Rate	\$436.00
TOTAL	\$436.00

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the documents on your property.

Chain of Title Documents:

[Elbert county recorded 11/17/2021 under reception no. 614204](#)

[Elbert county recorded 12/13/2021 under reception no. 614993](#)

Plat Map(s):

[Elbert county recorded 11/10/2021 under reception no. 613908](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: RND70823106

Property Address:

242, 232, 222, 212, 202, 312, 322, 332 AND 342 CORKSCREW STREET, Elizabeth, CO 80107

1. Commitment Date:

11/07/2023 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 07-30-21 Reissue Rate
Proposed Insured:
A BUYER TO BE DETERMINED

\$5,000.00

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:

LENNAR COLORADO,LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO LOT 1; AND AG ESSENTIAL HOUSING MULTI STATE 2, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS TO LOTS 2-9

5. The Land is described as follows:

LOTS 1 THROUGH 9, BLOCK 2, LEGACY VILLAGE SUBDIVISION FILING NO. 1, COUNTY OF ELBERT, STATE OF COLORADO.

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; 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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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: RND70823106

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

1. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR AG ESSENTIAL HOUSING MULTISTATE 2, LLC, A DELAWARE LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

2. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN UNANIMOUS CONSENT OF THE SOLE MEMBER OF AG ESSENTIAL HOUSING MULTI STATE 2, LLC RECORDED OCTOBER 18, 2022 UNDER RECEPTION NO. [623126](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES EITHER STEVE S. BENSON AS MANAGER OT WENDY STOECKEL AS AUTHORIZED REPRESENTIV OF AGWIP ASSET MANAGEMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AS AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

3. WARRANTY DEED FROM LENNAR COLORADO,LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO LOT 1; AND AG ESSENTIAL HOUSING MULTI STATE 2, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS TO LOTS 2-9 TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: RND70823106

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES, IF ANY.
9. RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED NOVEMBER 14, 1874 IN BOOK 1 AT PAGE [285](#).
10. RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED JANUARY 17, 1903 IN BOOK 23 AT PAGE [456](#).
11. RIGHT OF WAY AND EASEMENT AS GRANTED IN INSTRUMENT RECORDED OCTOBER 14, 1963 IN BOOK 251 AT PAGE [193](#).

CONVEYANCE RECORDED MARCH 25, 1970 IN BOOK 271 AT PAGE [451](#).
12. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED DECEMBER 06, 2016 UNDER RECEPTION NO. [564389](#).

RATIFICATION OF EASEMENT AGREEMENT RECORDED MAY 24, 2017 UNDER RECEPTION NO. [569112](#).
13. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED DECEMBER 06, 2016 UNDER RECEPTION NO. [564388](#).

RATIFICATION OF EASEMENT AGREEMENT RECORDED MAY 24, 2017 UNDER RECEPTION NO. [569113](#).

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: RND70823106

14. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT (DRAINAGE) RECORDED DECEMBER 02, 2016 UNDER RECEPTION NO. [564390](#).

RATIFICATION OF EASEMENT AGREEMENT RECORDED MAY 24, 2017 UNDER RECEPTION NO. [569114](#).
15. SPECIAL WARRANTY WATER RIGHT DEEDS RECORDED DECEMBER 28, 2006 UNDER RECEPTION NOS. [480878](#), [480879](#) AND [480880](#).

SPECIAL WARRANTY DEED CONVEYING GROUNDWATER RECORDED JUNE 5, 2019 UNDER RECEPTION NO. [586144](#) AND RECORDED JANUARY 7, 2020 UNDER RECEPTION NOS. [591780](#) AND [591781](#).
16. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE ELIZABETH 86 RESIDENTIAL METROPOLITAN DISTRICT , AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 22, 2010, UNDER RECEPTION NO. [512390](#).
17. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RECIPROCAL EASEMENT AGREEMENT RECORDED JANUARY 14, 2016 UNDER RECEPTION NO. [556467](#).
18. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF LEGACY VILLAGE FILING NO. 1 RECORDED NOVEMBER 10, 2021 UNDER RECEPTION NO. [613908](#).
19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION AGREEMENT (LEGACY VILLAGE FILING NO. 1) RECORDED NOVEMBER 10, 2021 UNDER RECEPTION NO. [613911](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF OPTION AGREEMENT RECORDED DECEMBER 13, 2021 UNDER RECEPTION NO. [614994](#).
21. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LEGACY VILLAGE RECORDED MAY 08, 2023, UNDER RECEPTION NO. [626613](#).
22. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN DECLARATION OF DESIGN CASTLE ROCK FOR LEGACY VILLAGE RECORDED MAY 08, 2023, UNDER RECEPTION NO. [626614](#).



ALTA Commitment For Title Insurance

issued by Old Republic National Title Insurance Company

NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO 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, Old Republic National Title Insurance Company, a Minnesota 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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 affixed 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, 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.

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 the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

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

9. 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

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>

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

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

Craig B. Rants, Senior Vice President



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

By President
Attest Secretary

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

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Land Title Guarantee Company Disclosure Statements

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

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

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 24-21-514.5, Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



**Joint Notice of Privacy Policy of
Land Title Guarantee Company
Land Title Guarantee Company of Summit
County
Land Title Insurance Corporation and
Old Republic National Title Insurance Company**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

TO: Zach Higgins, Community Development Director
FROM: Josue Loma, Planner, SAFEbuilt Studio through
Travis Reynolds, AICP, Planning Manager, SAFEbuilt Studio
DATE: January 19, 2024
SUBJECT: Review 3 – Replat for Legacy Village Filing 1, Amendment 1 and Amendment 2

SAFEbuilt Studio staff provides the combined second review comments for the Legacy Village Filing 1, Amendment 1 (F1A1, 1.286 acres) and Legacy Village Filing 1, Amendment 2 (F1A2, 0.353 acres) replat. Legacy Village F1A1 is generally located on the southeast corner of Corkscrew St and Hinds St and Legacy Village F1A2 is generally located on the southeast corner of Osmulski Dr and Yankee Boy LP in the Town of Elizabeth. Staff conducted the review in the context of Chapter 16 – Land Use and Development of the Town of Elizabeth Municipal Code and the Town’s Master Plan.

Legacy Village Filing 1, Amendment 1: Replat ([Sec. 16-3-80](#)) and Final Plat ([Sec. 16-3-60](#))

Planning and Zoning Review:

- Approved.

External Agency Comments:

- CORE Engineering - Town Engineer:
 - Approval is granted upon the condition that the line type for the “existing lot line” be updated to a solid line as shown on the provided redlines.
- CORE Electric / IREA – Utility:
 - No comment received at this time.
- Elizabeth Fire Protection District - Fire:
 - No comment received at this time.
- Elizabeth School District:
 - No comment received at this time.
- Black Hills Energy - Utility Company:
 - No comment received at this time.
- Elbert County Assessor’s Office – GIS:
 - Approves with no additional comments.
- Comcast:
 - No comment received at this time.
- Century Link:
 - No comment received at this time.

Legacy Village Filing 1, Amendment 2: Replat ([Sec. 16-3-80](#)) and Final Plat ([Sec. 16-3-60](#))

Planning and Zoning Review:

- Approved.

External Review Agency Comments

- CORE Engineering - Town Engineer:
 - As shown on the provided Title Commitment, dated 11/07/2023, Lennar Colorado, LLC is the owner of these lots. Further, the provided Special warranty deed indicates AG deeded these lots in May and June 2023 to Lennar Colorado LLC. Please update this label accordingly.
 - Please add Lot 46, Block 4, Legacy Village Filing no. 1 to this section.
 - Please line up the shown arrows with the corresponding easement and lot lines.
 - Please update the line type for the “existing lot line” to a solid line as shown on the redlines.
- CORE Electric / IREA – Utility:
 - No comment received at this time.
- Elizabeth Fire Protection District - Fire:
 - No comment received at this time.
- Elizabeth School District:
 - No comment received at this time.
- Black Hills Energy - Utility Company:
 - No comment received at this time.
- Elbert County Assessor’s Office – GIS:
 - Approves with no additional comments.
- Comcast:
 - No comment received at this time.
- Century Link:
 - No comment received at this time.

Referral Agency / Consultant	Discipline	Contact Information
SAFEbuilt	Community Development	Zach Higgins; zhiggins@townofelizabeth.org Travis Reynolds; treynolds@safebuilt.com Josue Loma; jloma@safebuilt.com
CORE Engineering	Town Engineer	Scott Pease, P.E.; pease@corecivil.com Manny Nunos, mnuno@liveyourcore.com
CORE Electric / IREA	Utility	Brooks Kaufman; BKaufman@core.coop
Elizabeth Fire Protection District (EFD)	Fire	T.J. Steck; tjs@elizabethfire.org

Elizabeth School District	Elizabeth C-1 School District	Ron Patera; rpatera@esdk12.org
Black Hills Energy	Utility Company	Jason McKune; Jason.McKune@blackhillscorp.com
Elbert County Assessor's Office	GIS	Greg Toles; Greg.toles@elbertcounty-co.gov
Comcast		Butch_Buster@comcast.com
Century Link		Nre.Easement@centurylink.com

From: [Tyler Vodopich](#)
To: [Josue Loma](#)
Cc: [Travis Reynolds](#); [Byron Glenn](#)
Subject: RE: Referral 3: Replat for Legacy Village F1A1 and F1A2
Date: Thursday, January 18, 2024 3:35:23 PM
Attachments: [linkedin_32x32_d2e50468-8830-4af8-9748-e951ed8090ea.png](#)
[facebook_32x32_7c73df8c-cb09-41bf-8440-c0570ac5d533.png](#)
[instagram_32x32_a090f69d-816f-4b23-8717-708c08da3e8d.png](#)
[twitter_32x32_4f21b498-cbc5-48d1-a12f-0f21b806eabc.png](#)
[tiktok-icon-logo-1cb398a1bd-seekeo.com_f63d2e80-9c95-492e-b5ee-0e098782845f.png](#)
[Plat_Legacy_Village_F1A1_rev3_20240117.pdf](#)
[Plat_Legacy_Village_F1A2_Rev3.pdf](#)

Good afternoon Josue,

I have attached the plats with comments.

Filing 1 Amendment 1 has only 1 minor comment but can be considered approved.

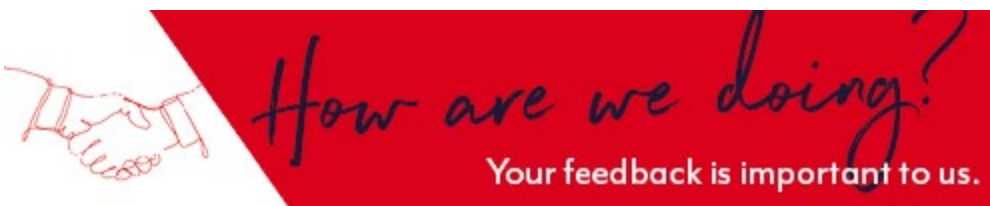
Filing 1 Amendment 2 had a few comments. The comments are minor, but should be addressed.

Please let me know if you have any questions on these items.



TYLER VODOPICH, PE
Project Engineer

3473 S. Broadway, Englewood, CO 80113
Phone 303-730-5964
TVodopich@liveyourcore.com \ liveyourcore.com



Would you please take 60 seconds to share your thoughts [here](#)?
LAND DEVELOPMENT \ ENERGY \ PUBLIC INFRASTRUCTURE [in](#) [f](#) [@](#) [t](#) [d](#)

From: Josue Loma <jloma@safebuilt.com>
Sent: Wednesday, January 17, 2024 2:41 PM
To: Tyler Vodopich <TVodopich@liveyourcore.com>; Andrew Kidder <dkidder@liveyourcore.com>
Cc: Travis Reynolds <treynolds@safebuilt.com>
Subject: RE: Referral 3: Replat for Legacy Village F1A1 and F1A2

Hello Tyler and team,

I hope this email finds you well. As we approach the deadline for the 3rd Review of Legacy Village F1A1 and F1A2, I wanted to check in and ensure that everything is progressing smoothly.

FIRST AMENDMENT TO LEGACY VILLAGE SUBDIVISION FILING NO. 1

Plat Review #3 Comments
1/17/2024 - Jeff Anton PLS

A REPLAT OF LOTS 1-9, BLOCK 2, LEGACY VILLAGE SUBDIVISION FILING NO. 1,
SITUATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO
SHEET 1 OF 2
1.286 ACRES - 9 SINGLE FAMILY RESIDENTIAL LOTS

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A REPLAT OF LOTS 1-9, BLOCK 2, LEGACY VILLAGE SUBDIVISION FILING NO. 1, AS RECORDED IN THE RECORDS OF THE ELBERT COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 613908, LOCATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ELIZABETH, ELBERT COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1 THROUGH 9, BLOCK 2, LEGACY VILLAGE SUBDIVISION FILING NO. 1.

SAID PARCEL CONTAINING A CALCULATED AREA OF 56,023 SQUARE FEET OR 1.286 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND OR RIGHTS OF WAY OF WHATSOEVER NATURE.

OWNERSHIP AND DEDICATION STATEMENT:

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF FIRST AMENDMENT TO LEGACY VILLAGE FILING NO. 1. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. ALL STREETS AND RIGHTS OF WAY, SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF ELIZABETH, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES.

SIGNATURE

LENNAR COLORADO, LLC, A COLORADO LIMITED LIABILITY COMPANY.

BY: _____

TITLE: _____

ATTEST: _____
SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY

WITNESS MY HAND AN OFFICIAL SEAL _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

OWNERSHIP AND DEDICATION STATEMENT (CONTINUED):

SIGNATURE

AG ESSENTIAL HOUSING MULTI STATE 2, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

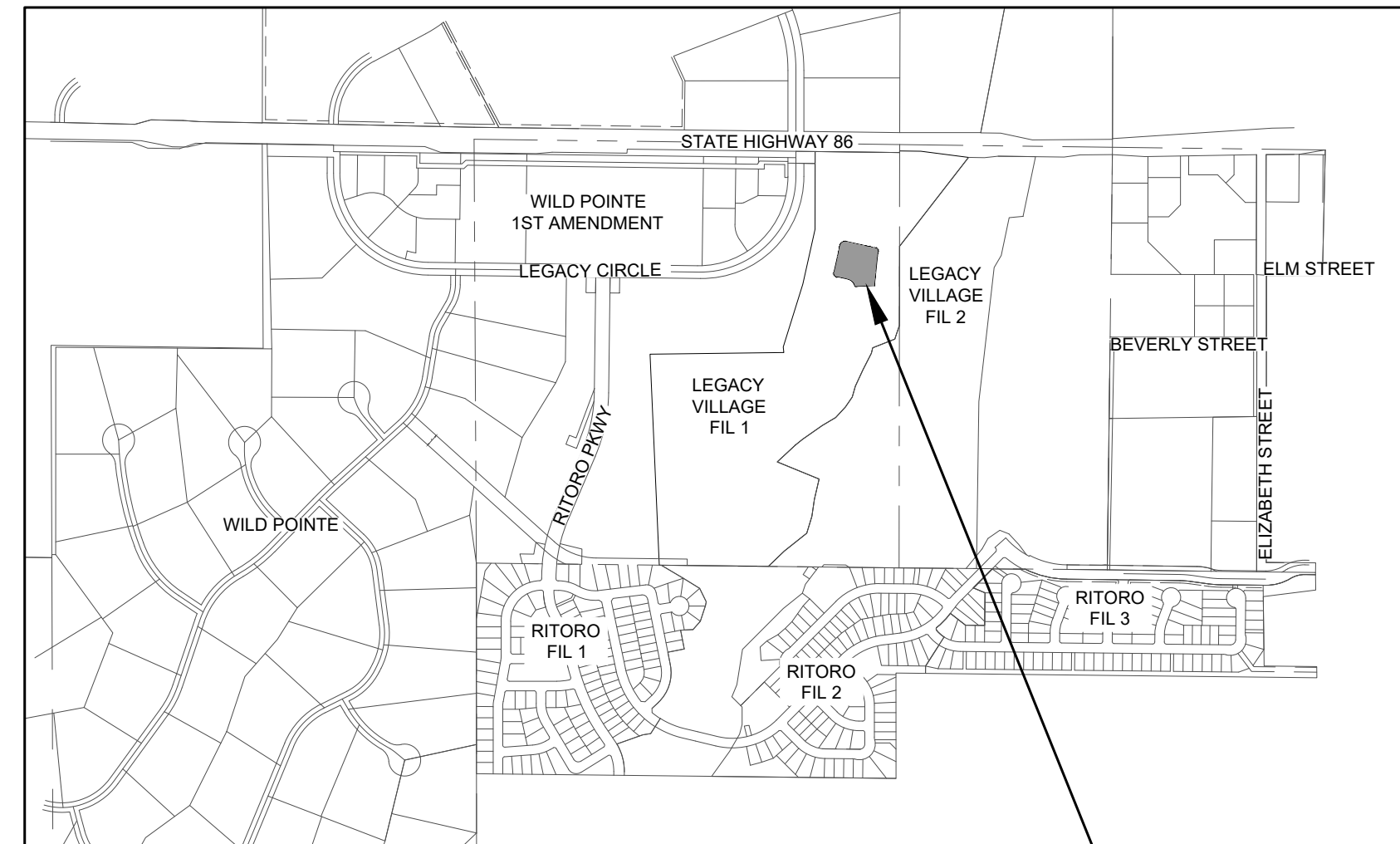
TITLE: _____

ATTEST: _____
SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY

WITNESS MY HAND AN OFFICIAL SEAL _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



VICINITY MAP
SCALE: 1" = 1000'
PROPERTY LOCATION

BOARD OF TRUSTEES:

LOTS 1-9, BLOCK 2, LEGACY VILLAGE SUBDIVISION FILING NO. 1, IS HEREWITH AMENDED BY THIS PLAT WHICH IS HEREBY APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO, FOR FILING IN THE OFFICE OF THE ELBERT COUNTY CLERK AND RECORDER, SUBJECT TO ALL COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AGAINST AND APPURTENANT TO THE ORIGINAL PLAT RECORDED IN THE OFFICE OF THE ELBERT COUNTY CLERK AND RECORDER, RECEPTION # 613908.

MAYOR, TOWN OF ELIZABETH

ATTEST: _____
TOWN CLERK

LENDER

SIGNATURE

BY: LES SOWITCH

TITLE: REDSTONE BANK MARKET PRESIDENT

ATTEST: _____
SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY

WITNESS MY HAND AN OFFICIAL SEAL _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

PLANNING COMMISSION:

THE PRELIMINARY PLAN FOR THIS PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON _____ JANUARY 5, 2021 _____.

CHAIR, PLANNING COMMISSION

TITLE VERIFICATION:

WE, LAND TITLE GUARANTEE COMPANY, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

BY: _____

TITLE: _____

ATTEST: _____
SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY

WITNESS MY HAND AN OFFICIAL SEAL _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CLERK AND RECORDER'S CERTIFICATION:

STATE OF COLORADO)
COUNTY OF ELBERT) SS.

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ____ DAY OF _____, 20____,

A.D., AT _____ A.M./P.M.

AND WAS RECORDED AT RECEPTION NUMBER _____.

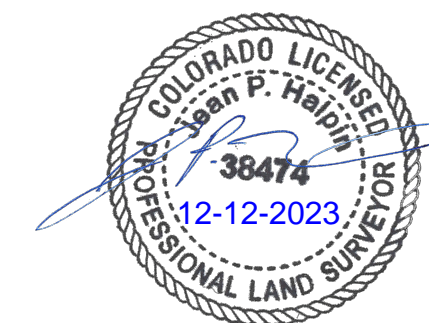
COUNTY CLERK AND RECORDER

SURVEYOR'S CERTIFICATION:

I, JEAN P. HALPIN, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON DEC. 1, 2023, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS.

I ATTEST THE ABOVE ON THIS ____ 12 ____ DAY OF DECEMBER _____, 20 ____ 23 ____.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
JEAN P. HALPIN, PLS NO. 38474
FOR AND ON BEHALF OF WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 400
ENGLEWOOD, CO 80112
(720)-249-3584



APPLICANT/DEVELOPER:
E86 J.V., LLC
JIM MARSHALL
7108 SOUTH ALTON WAY
ENGLEWOOD, CO 80112

ENGINEER/SURVEYOR:
WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, STE 400
ENGLEWOOD, CO 80112

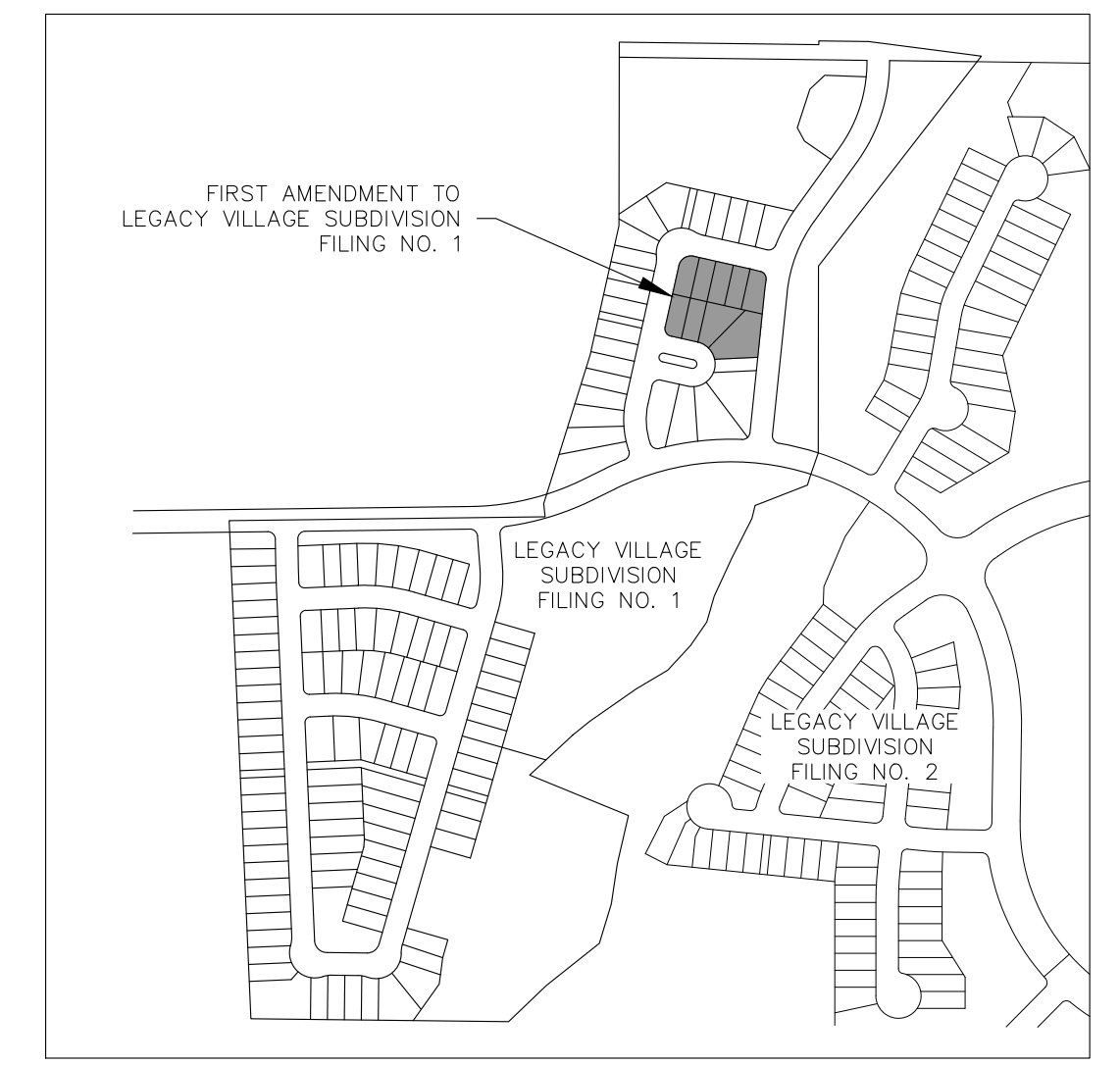
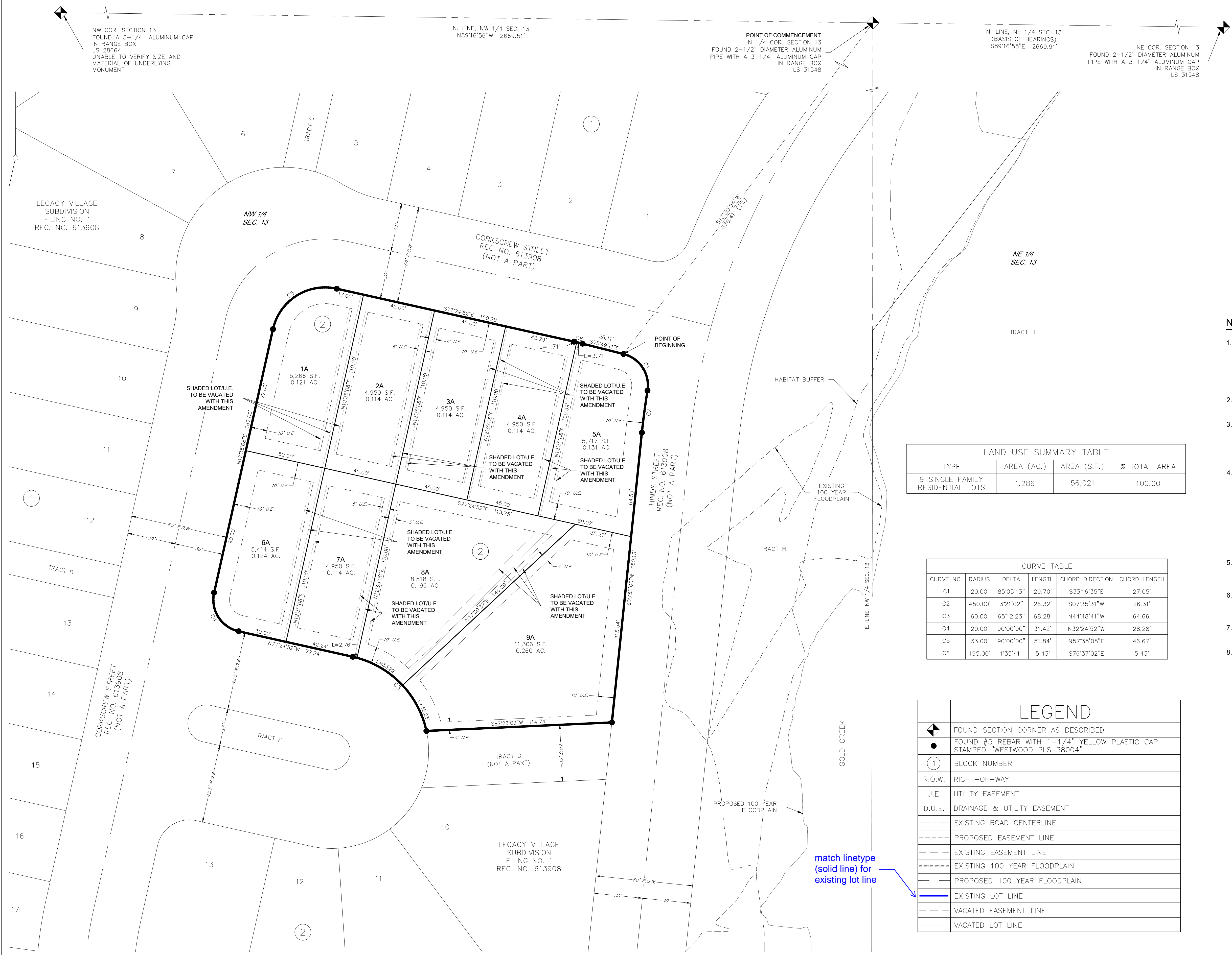


Westwoodps.com
Westwood Professional Services, Inc.

10333 E DRY CREEK RD.
SUITE 400
ENGLEWOOD, CO 80112
TEL: 720.482.9526

FIRST AMENDMENT TO LEGACY VILLAGE SUBDIVISION FILING NO. 1

A REPLAT OF LOTS 1-9, BLOCK 2, LEGACY VILLAGE SUBDIVISION FILING NO. 1,
SITUATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO
SHEET 2 OF 2



KEYMAP
SCALE: 1" = 500'

NOTES:

- BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 13 BEING MONUMENTED AT THE NORTH QUARTER CORNER OF SECTION 13 BY A FOUND 2-1/2 INCH DIAMETER ALUMINUM PIPE WITH A 3-1/4 INCH ALUMINUM CAP STAMPED "PLS 31548" WHENCE THE NORTHEAST CORNER OF SAID SECTION 13 BEING MONUMENTED BY A FOUND 2-1/2 INCH DIAMETER ALUMINUM PIPE WITH A 3-1/4 INCH ALUMINUM CAP STAMPED "LS 31548" IS ASSUMED TO BEAR SOUTH 89°16'55" EAST, A DISTANCE OF 2669.91 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.
- THIS PROPERTY IS SUBJECT TO RESERVATIONS, RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD OR IN PLACE.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY WESTWOOD PROFESSIONAL SERVICES, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, WESTWOOD PROFESSIONAL SERVICES, INC. RELIED UPON LAND TITLE GUARANTEE COMPANY PROPERTY INFORMATION BINDER ORDER NO. RND70823106, HAVING AN EFFECTIVE DATE OF NOVEMBER 7, 2023 AT 5:00 P.M.
- NON-EXCLUSIVE - 5-FOOT AND 10-FOOT UTILITY EASEMENTS LOCATED AS SHOWN ARE HEREBY GRANTED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING, BUT NOT LIMITED TO STREET LIGHTS, ELECTRIC LINES, GAS LINES, CABLE TELEVISION LINES, FIBER OPTIC LINES, AND TELEPHONE LINES, AS WELL AS PERPETUAL RIGHT FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES. SIDE LOT LINE EASEMENTS ARE ALLOWED ENCROACHMENTS FOR ROOF OVERHANGS, CANTILEVER BAY OR BOX WINDOWS, FIREPLACES, WITH A MAXIMUM TWO FOOT (2') ENCROACHMENT, LANDSCAPING WITH PLANT SHRUBS, WOODY PLANTS AND NURSERY STOCK OR OTHER CROPS MAY BE LOCATED WITHIN THESE EASEMENTS PROVIDED THEY DO NOT INTERFERE WITH THE USE OF, OBSTRUCT THE OPERATION OF, MAINTENANCE OF, OR ACCESS TO SAID SIDE LOT EASEMENT.
- ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL 08039C0480C, EFFECTIVE MARCH 17, 2011, THE SURVEYED LAND IS WITHIN FLOOD ZONE X, AN AREA OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
- 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.

LAND USE SUMMARY TABLE

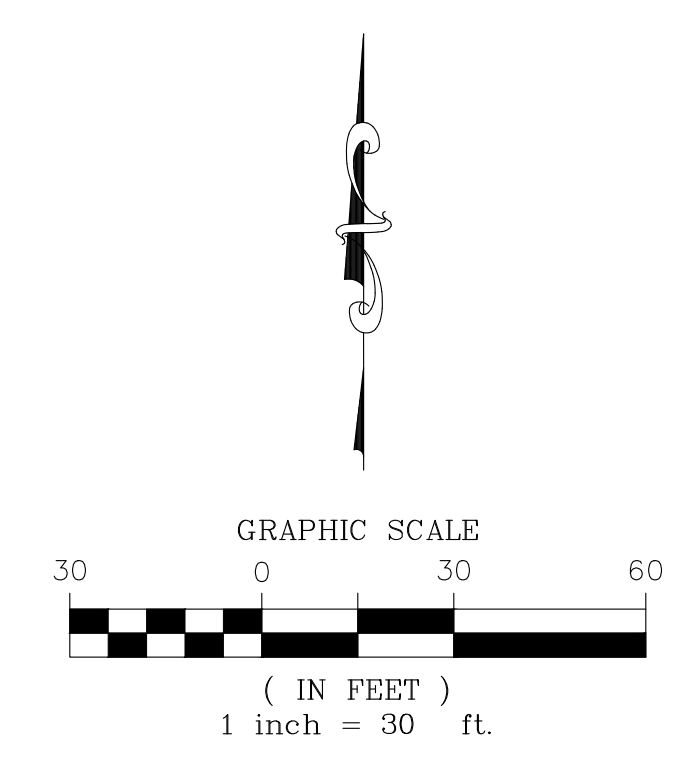
TYPE	AREA (AC.)	AREA (S.F.)	% TOTAL AREA
9 SINGLE FAMILY RESIDENTIAL LOTS	1.286	56,021	100.00

CURVE TABLE

CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	20.00'	85°05'13"	29.70'	S33°16'35"E	27.05'
C2	450.00'	3°21'02"	26.32'	S07°35'31"W	26.31'
C3	60.00'	65°12'23"	68.28'	N44°48'41"W	64.66'
C4	20.00'	90°00'00"	31.42'	N32°24'52"W	28.28'
C5	33.00'	90°00'00"	51.84'	N57°35'08"E	46.67'
C6	195.00'	1°35'41"	5.43'	S76°37'02"E	5.43'

LEGEND

	FOUND SECTION CORNER AS DESCRIBED
	FOUND #5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "WESTWOOD PLS 38004"
	BLOCK NUMBER
	R.O.W. RIGHT-OF-WAY
	U.E. UTILITY EASEMENT
	D.U.E. DRAINAGE & UTILITY EASEMENT
	EXISTING ROAD CENTERLINE
	PROPOSED EASEMENT LINE
	EXISTING EASEMENT LINE
	EXISTING 100 YEAR FLOODPLAIN
	PROPOSED 100 YEAR FLOODPLAIN
	EXISTING LOT LINE
	VACATED EASEMENT LINE
	VACATED LOT LINE



Westwood

10333 E DRY CREEK RD.
SUITE 400
ENGLEWOOD, CO 80112
TEL: 720.482.9526

TO: Zach Higgins, Community Development Director
FROM: Josue Loma, Planner, SAFEbuilt Studio through
Travis Reynolds, AICP, Planning Manager, SAFEbuilt Studio
DATE: October 20, 2023
SUBJECT: Review 2 – Replat for Legacy Village Filing 1, Amendment 1 and Amendment 2

SAFEbuilt Studio staff provides the combined second review comments for the Legacy Village Filing 1, Amendment 1 (F1A1, 1.286 acres) and Legacy Village Filing 1, Amendment 2 (F1A2, .478 acres) replat. Legacy Village F1A1 is generally located on the southeast corner of Corkscrew St and Hinds St and Legacy Village F1A2 is generally located on the southeast corner of Osmulski Dr and Yankee Boy LP in the Town of Elizabeth. Staff conducted the review in the context of Chapter 16 – Land Use and Development of the Town of Elizabeth Municipal Code and the Town’s Master Plan.

Legacy Village Filing 1, Amendment 1: Replat (Sec. 16-3-80) and Final Plat (Sec. 16-3-60)

Planning and Zoning Review:

- As the review of this project is near the end, please provide a complete submittal to include the below documents. Without a complete resubmittal, we are unable to schedule the public hearing.
 - Please provide a copy of the signed final plat for Legacy Village Filing 1
 - General warranty deed and title commitment that is current within 30 days
- Please update the project narrative to move language regarding changes to Block 4, Lot 46 from the narrative of Amendment 1 to Amendment 2.
- Please note that deleted lot lines, easements or rights-of-way shall be shown on the plat in dashed lines that are graphically different from existing vs. proposed vs. deleted with a legend provided.
- Please note that an email has been sent to Elbert County Assessors Office to clarify the details of their comment – see their comment below.

External Agency Comments:

- CORE Engineering - Town Engineer:
 - Please ensure that all new or existing labels are placed to not obscure lot dimensions.
 - Please show vacated and existing lot line types in the legend.
 - Please include the label, “Not Included in the Plat,” for all abutting lots, tracts or rights-of-way.
 - Please move boundary tags and annotation to the outside of the boundary line.
 - Please describe the size and make of the monument that the 3-1/4” aluminum cap is attached to or state the following: “unable to verify the size and material of underlying monument.”
 - Please verify and update the total lot area from the plat as it should measure 56,021 S.F.
 - Please provide updated copy of title commitment with next submittal that is current within 30 days.
 - Please update the legend type for “proposed road centerline” to “existing road centerline” since this is a replat.

- CORE Electric / IREA – Utility:
 - No comment received at this time.
- Elizabeth Fire Protection District - Fire:
 - No comment received at this time.
- Elizabeth School District:
 - No comment received at this time.
- Black Hills Energy - Utility Company:
 - No comment received at this time.
- Elbert County Assessor’s Office – GIS:
 - No comment received at this time.
- Comcast:
 - No comment received at this time.
- Century Link:
 - No comment received at this time.

Legacy Village Filing 1, Amendment 2: Replat ([Sec. 16-3-80](#)) and Final Plat ([Sec. 16-3-60](#))

Planning and Zoning Review:

- As the review of this project is near the end, please provide a complete submittal to include the below documents. Without a complete resubmittal, we are unable to schedule the public hearing.
 - Final plat for Legacy Village Filing 1
 - General warranty deed and title commitment
- Please note that deleted lot lines, easements or rights-of-way shall be shown on the plat in dashed lines that are graphically different from existing vs. proposed vs. deleted with a legend provided.
- Please ensure that all new or existing labels are placed to not obscure lot dimensions.
- To be included in the project record, please update the provided project narrative for both Amendment 1 and Amendment 2 to show that block 4, lot 46A is included in Amendment 2 and not Amendment 1.

External Review Agency Comments

- CORE Engineering - Town Engineer:
 - Please ensure that the total acreage of the replat is correct and update if necessary, from .478 acres to .592 acres.
 - Please update the project description on the title page from four to five single family residential lots.
 - Please describe the size and make of the monument that the 3-1/4” aluminum cap is attached to or state the following: “unable to verify the size and material of underlying monument.”
 - Please provide an updated copy of title commitment that is current within 30 days.
 - Please show vacated and existing lot line types in the legend.
 - Please include the label, “Not Included in the Plat,” for all abutting lots, tracts or rights-of-way

- The legend states that the boundary corner for both parcels were set and not found – please revise.
- Please update the legend type for “proposed road centerline” to “existing road centerline” since this is a replat.
- CORE Electric / IREA – Utility:
 - No comment received at this time.
- Elizabeth Fire Protection District - Fire:
 - No comment received at this time.
- Elizabeth School District:
 - No comment received at this time.
- Black Hills Energy - Utility Company:
 - No comment received at this time.
- Elbert County Assessor’s Office – GIS:
 - Approves with no additional comments.
- Comcast:
 - No comment received at this time.
- Century Link:
 - No comment received at this time.

Referral Agency / Consultant	Discipline	Contact Information
SAFEbuilt	Community Development	Zach Higgins; zhiggins@townofelizabeth.org Travis Reynolds; treynolds@safebuilt.com Josue Loma; jloma@safebuilt.com
CORE Engineering	Town Engineer	Scott Pease, P.E.; pease@corecivil.com Manny Nunos, muno@liveyourcore.com
CORE Electric / IREA	Utility	Brooks Kaufman; BKaufman@core.coop
Elizabeth Fire Protection District (EFD)	Fire	T.J. Steck; tjs@elizabethfire.org
Elizabeth School District	Elizabeth C-1 School District	Ron Patera; rpatera@esdk12.org
Black Hills Energy	Utility Company	Jason McKune; Jason.McKune@blackhillscorp.com
Elbert County Assessor’s Office	GIS	Greg Toles; Greg.toles@elbertcounty-co.gov
Comcast		Butch_Buster@comcast.com
Century Link		Nre.Easement@centurylink.com

June 20, 2022

Community Development
Town of Elizabeth
151 S Banner St
Elizabeth, CO 80107

Re: Legacy Village Filing 1 RePlat

Dear Development Review,

On behalf of the applicant, Lennar, we are pleased to submit this Project Narrative and Application for the Legacy Village Filing 1 RePlat Documents.

The following list comprises of the development team for this project:

Applicant

Lennar, LLC
Contact: Joe Huey
9193 S Jamaica St Suite 4
Englewood, CO 80112
303-210-9822
joseph.huey@lennar.com

Civil Engineer

Westwood Professional Services
Contact: Scott Lockhart
10333 E. Dry Creek Rd., Ste. 240
Englewood, CO 80112
720.249-3583
scott.lockhart@westwoodps.com

Site Location and Zoning

Legacy Village Filing 1 is approximately 51-acres site located south of Highway 86, just east of The Town of Elizabeth, Elbert County Colorado.

The site is zoned as Planned Development, with the modifications being single family home sites.

Project Description

Filing 1 includes 126 lots for single family detached homes, open space tracts, and an open space park. The residential portion of this community will be the conventional family community.

RePlat

This proposed re-plat is intended to obtain a 44' (min) lot width and/or 34' (min) build-able home footprint. Proposed lot modifications include moving existing lot lines, and associated utility easements approximately 1.5' to obtain this width (Block 2 Lots 1-9) **Lot Exhibit 1**. There is one additional lot to be modified (Block 4 Lot 46) where the interior side easement shall be reduced to 5', and the exterior easement increased to 10' **Lot Exhibit 2**.

Variiances:

No variances are being requested as part of this application. Lot sizes remain above the minimums outlined within the PUD.

FIRST AMENDMENT TO LEGACY VILLAGE SUBDIVISION FILING NO. 1

Plat Review #2 Comments
9/28/2023 - Jeff Anton PLS

A REPLAT OF LOTS 1-9, BLOCK 2, LEGACY VILLAGE SUBDIVISION FILING NO. 1,
SITUATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO
SHEET 1 OF 2
1.286 ACRES - 9 SINGLE FAMILY RESIDENTIAL LOTS

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A REPLAT OF LOTS 1-9, BLOCK 2, LEGACY VILLAGE SUBDIVISION FILING NO. 1, AS RECORDED IN THE RECORDS OF THE ELBERT COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 613908, LOCATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ELIZABETH, ELBERT COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1 THROUGH 9, BLOCK 2, LEGACY VILLAGE SUBDIVISION FILING NO. 1.

SAID PARCEL CONTAINING A CALCULATED AREA OF 56,023 SQUARE FEET OR 1.286 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND OR RIGHTS OF WAY OF WHATSOEVER NATURE.

OWNERSHIP AND DEDICATION STATEMENT:

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF FIRST AMENDMENT TO LEGACY VILLAGE FILING NO. 1. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. ALL STREETS AND RIGHTS OF WAY, SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF ELIZABETH, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES.

SIGNATURE

LENNAR COLORADO, LLC, A COLORADO LIMITED LIABILITY COMPANY.

BY: _____

TITLE: _____

ATTEST: _____
SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY

WITNESS MY HAND AN OFFICIAL SEAL _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

OWNERSHIP AND DEDICATION STATEMENT (CONTINUED):

SIGNATURE

AG ESSENTIAL HOUSING MULTI STATE 2, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

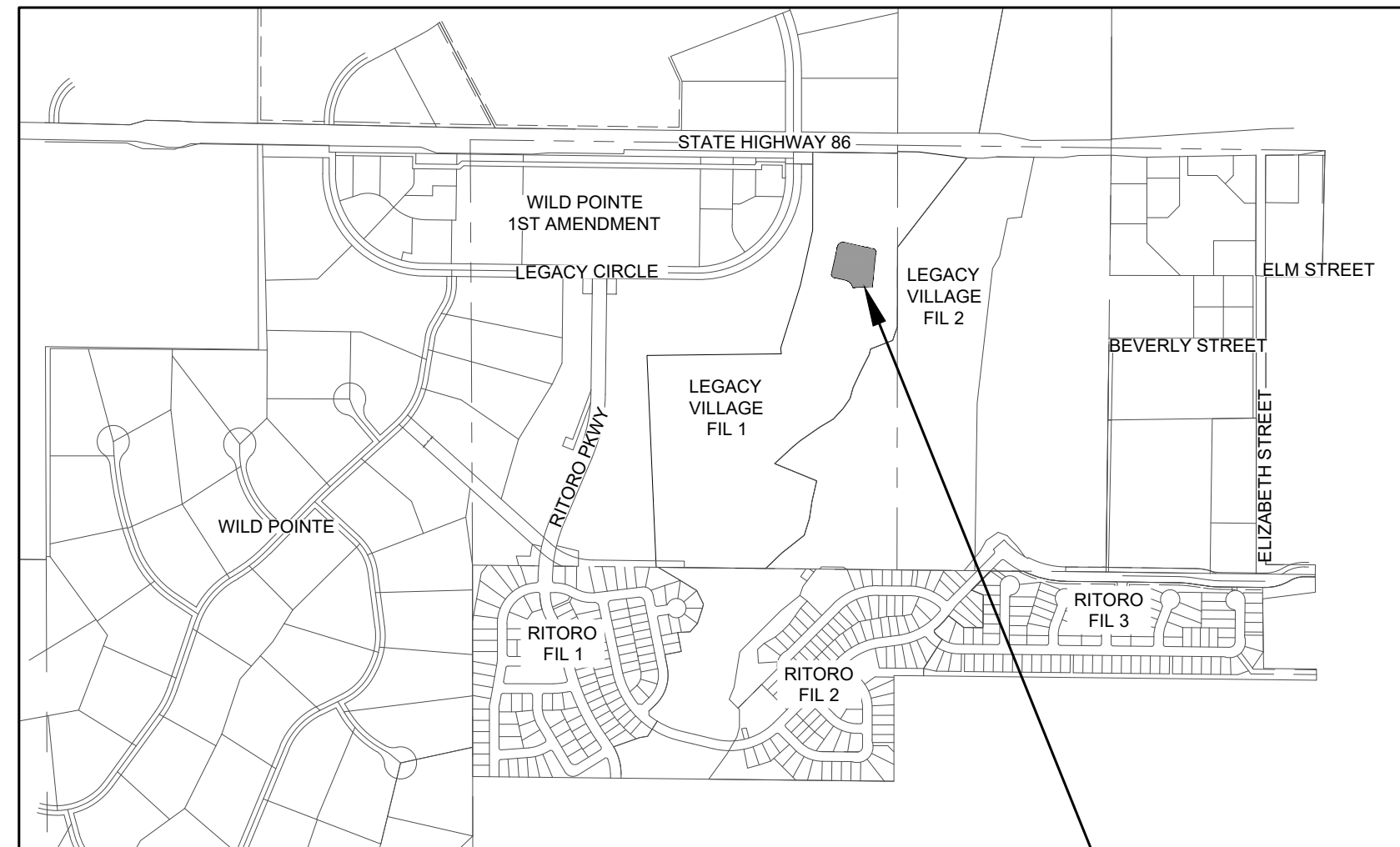
TITLE: _____

ATTEST: _____
SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY

WITNESS MY HAND AN OFFICIAL SEAL _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



VICINITY MAP
SCALE: 1" = 1000'
PROPERTY LOCATION

BOARD OF TRUSTEES:

LOTS 1-9, BLOCK 2, LEGACY VILLAGE SUBDIVISION FILING NO. 1, IS HEREWITH AMENDED BY THIS PLAT WHICH IS HEREBY APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO, FOR FILING IN THE OFFICE OF THE ELBERT COUNTY CLERK AND RECORDER, SUBJECT TO ALL COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AGAINST AND APPURTENANT TO THE ORIGINAL PLAT RECORDED IN THE OFFICE OF THE ELBERT COUNTY CLERK AND RECORDER, RECEPTION # 613908.

MAYOR, TOWN OF ELIZABETH

ATTEST: _____
TOWN CLERK

LENDER

SIGNATURE

BY: LES SOWITCH

TITLE: REDSTONE BANK MARKET PRESIDENT

ATTEST: _____
SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY

WITNESS MY HAND AN OFFICIAL SEAL _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

PLANNING COMMISSION:

THE PRELIMINARY PLAN FOR THIS PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON _____ JANUARY 5, 2021 _____.

CHAIR, PLANNING COMMISSION

TITLE VERIFICATION:

WE, LAND TITLE GUARANTEE COMPANY, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

BY: _____

TITLE: _____

ATTEST: _____
SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY

WITNESS MY HAND AN OFFICIAL SEAL _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CLERK AND RECORDER'S CERTIFICATION:

STATE OF COLORADO)
COUNTY OF ELBERT) SS.

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ____ DAY OF _____, 20____,

A.D., AT _____ A.M./P.M.

AND WAS RECORDED AT RECEPTION NUMBER _____.

COUNTY CLERK AND RECORDER

SURVEYOR'S CERTIFICATION:

I, JEAN P. HALPIN, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON APRIL 12, 2023, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS.

I ATTEST THE ABOVE ON THIS ____ DAY OF _____, 20____.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
JEAN P. HALPIN, PLS NO. 38474
FOR AND ON BEHALF OF WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 400
ENGLEWOOD, CO 80112
(720)-249-3584

APPLICANT/DEVELOPER:

E86 J.V., LLC
JIM MARSHALL
7108 SOUTH ALTON WAY
ENGLEWOOD, CO 80112

ENGINEER/SURVEYOR:

WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, STE 400
ENGLEWOOD, CO 80112

Westwood

Westwoodps.com
Westwood Professional Services, Inc.

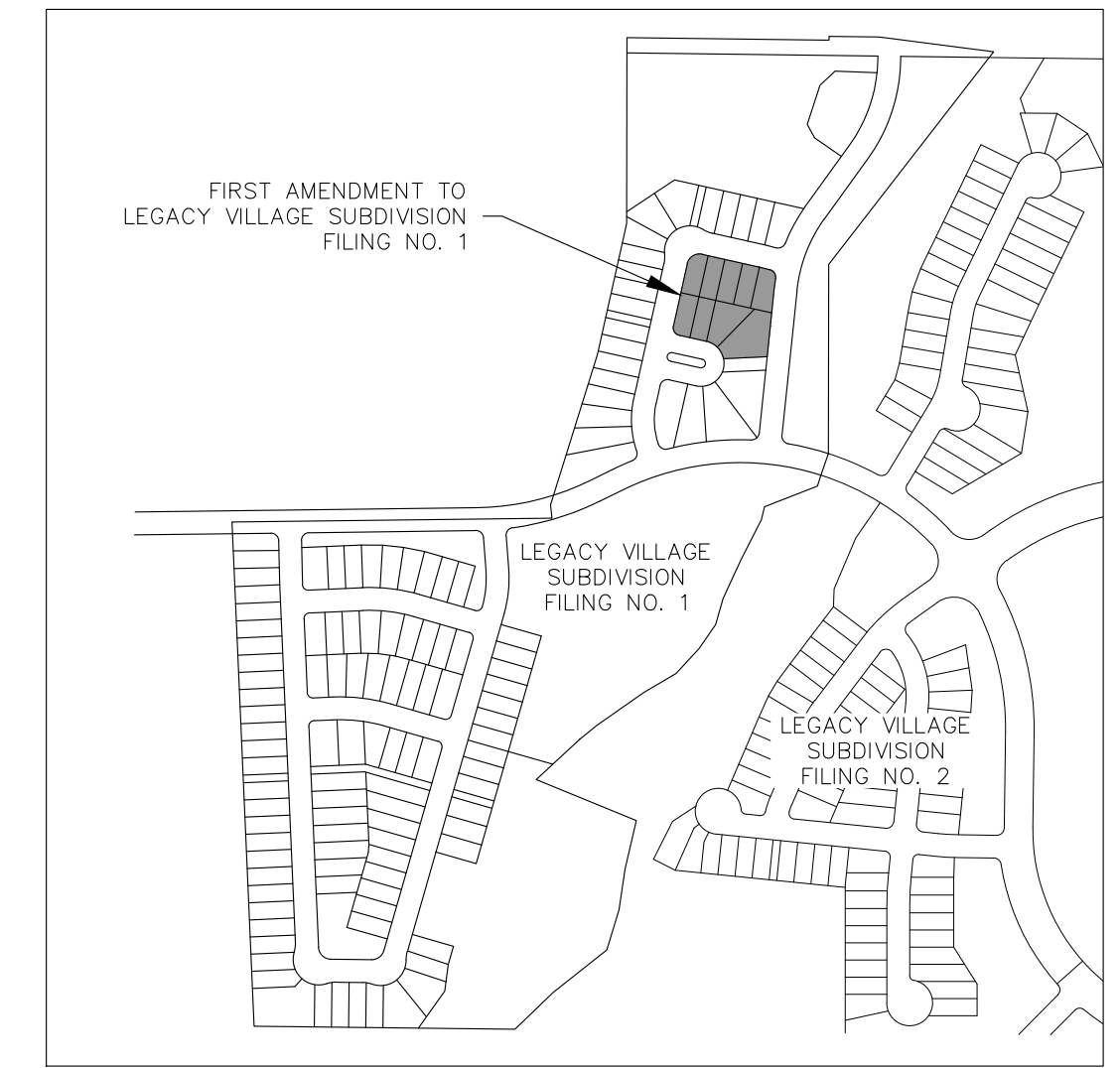
10333 E DRY CREEK RD.
SUITE 400
ENGLEWOOD, CO 80112
TEL: 720.482.9526

FIRST AMENDMENT TO LEGACY VILLAGE SUBDIVISION FILING NO. 1

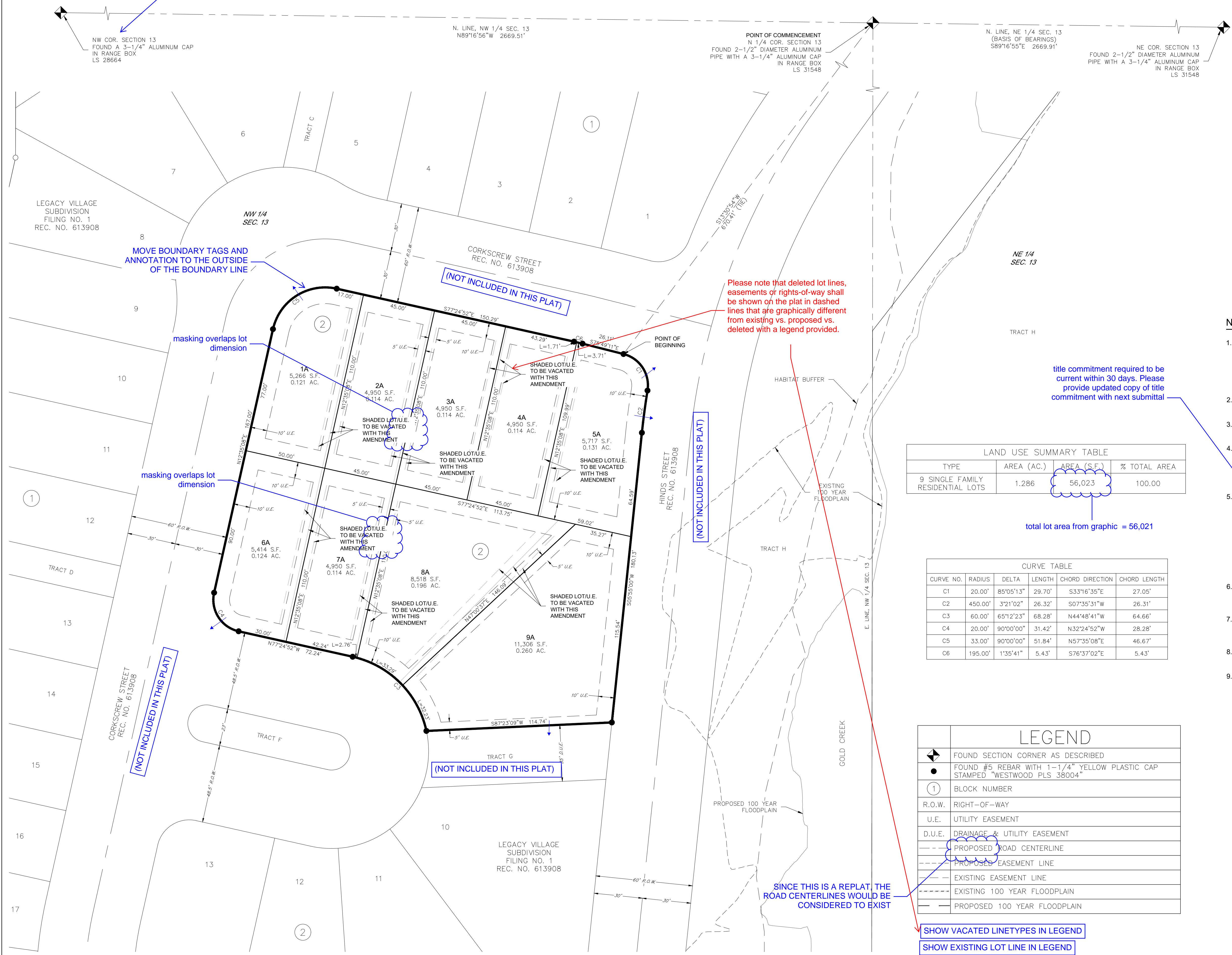
Plat Review #2 Comments
9/28/2023 - Jeff Anton PLS

A REPLAT OF LOTS 1-9, BLOCK 2, LEGACY VILLAGE SUBDIVISION FILING NO. 1,
SITUATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO
SHEET 2 OF 2

describe the size and make of the monument this 3-1/4" aluminum cap is attached to, or state "unable to verify size and material of underlying monument"



KEYMAP
SCALE: 1" = 500'



Please note that deleted lot lines, easements or rights-of-way shall be shown on the plat in dashed lines that are graphically different from existing vs. proposed vs. deleted with a legend provided.

title commitment required to be current within 30 days. Please provide updated copy of title commitment with next submittal

TYPE	AREA (AC.)	AREA (S.F.)	% TOTAL AREA
9 SINGLE FAMILY RESIDENTIAL LOTS	1.286	56,023	100.00

total lot area from graphic = 56,021

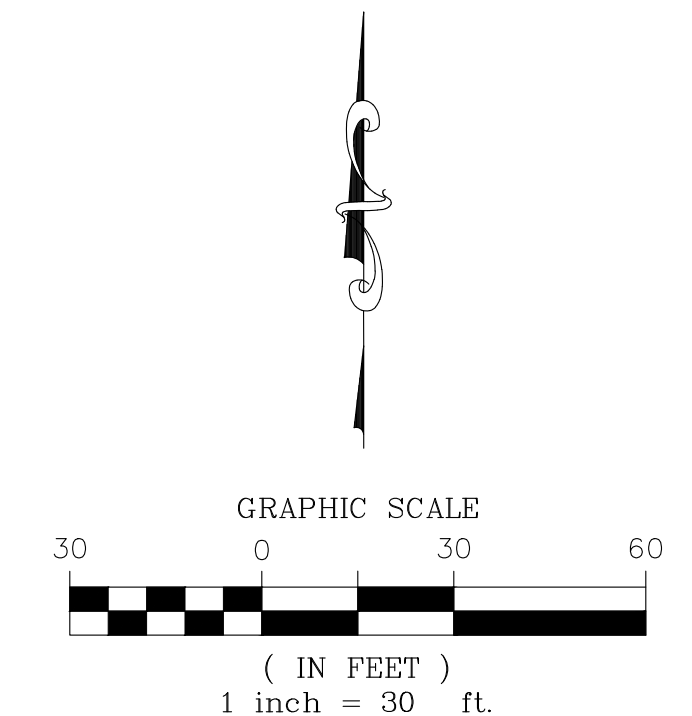
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	20.00'	85°06'13"	29.70'	S33°16'35"E	27.05'
C2	450.00'	3°21'02"	26.32'	S07°35'31"W	26.31'
C3	60.00'	65°12'23"	68.28'	N44°48'41"W	64.66'
C4	20.00'	90°00'00"	31.42'	N32°24'52"W	28.28'
C5	33.00'	90°00'00"	51.84'	N57°35'08"E	46.67'
C6	195.00'	1°35'41"	5.43'	S76°37'02"E	5.43'

	FOUND SECTION CORNER AS DESCRIBED
	FOUND #5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "WESTWOOD PLS 38004"
	BLOCK NUMBER
	R.O.W. RIGHT-OF-WAY
	U.E. UTILITY EASEMENT
	D.U.E. DRAINAGE & UTILITY EASEMENT
	PROPOSED ROAD CENTERLINE
	PROPOSED EASEMENT LINE
	EXISTING EASEMENT LINE
	EXISTING 100 YEAR FLOODPLAIN
	PROPOSED 100 YEAR FLOODPLAIN

SHOW VACATED LINETYPES IN LEGEND
SHOW EXISTING LOT LINE IN LEGEND

NOTES:

- BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 13 BEING MONUMENTED AT THE NORTH QUARTER CORNER OF SECTION 13 BY A FOUND 2-1/2 INCH DIAMETER ALUMINUM PIPE WITH A 3-1/4 INCH ALUMINUM CAP STAMPED "PLS 31548" WHENCE THE NORTHEAST CORNER OF SAID SECTION 13 BEING MONUMENTED BY A FOUND 2-1/2 INCH DIAMETER ALUMINUM PIPE WITH A 3-1/4 INCH ALUMINUM CAP STAMPED "LS 31548" IS ASSUMED TO BEAR SOUTH 89°16'55" EAST, A DISTANCE OF 2669.91 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.
- THIS PROPERTY IS SUBJECT TO RESERVATIONS, RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD OR IN PLACE.
- THIS SURVEY IS BASED ON EXISTING MONUMENTS FOUND IN PLACE, AS SHOWN, DOCUMENTS OF RECORD AND THE TITLE COMMITMENT PROVIDED BY THE CLIENT.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY WESTWOOD PROFESSIONAL SERVICES, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, WESTWOOD PROFESSIONAL SERVICES, INC. RELIED UPON LAND EFFECTIVE DATE OF MAY 30, 2023 AT 5:00 P.M. TITLE GUARANTEE COMPANY PROPERTY INFORMATION BINDER ORDER NO. RND70799287, HAVING AN
- NON-EXCLUSIVE - 5-FOOT AND 10-FOOT UTILITY EASEMENTS LOCATED AS SHOWN ARE HEREBY GRANTED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING, BUT NOT LIMITED TO STREET LIGHTS, ELECTRIC LINES, GAS LINES, CABLE TELEVISION LINES, FIBER OPTIC LINES, AND TELEPHONE LINES, AS WELL AS PERPETUAL RIGHT FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES. SIDE LOT LINE EASEMENTS ARE ALLOWED ENCROACHMENTS FOR ROOF OVERHANGS, CANTILEVER BAY OR BOX WINDOWS, FIREPLACES, WITH A MAXIMUM TWO FOOT (2) ENCROACHMENT, LANDSCAPING WITH PLANT SHRUBS, WOODY PLANTS AND NURSERY STOCK OR OTHER CROPS MAY BE LOCATED WITHIN THESE EASEMENTS PROVIDED THEY DO NOT INTERFERE WITH THE USE OF, OBSTRUCT THE OPERATION OF, MAINTENANCE OF, OR ACCESS TO SAID SIDE LOT EASEMENT.
- ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL 08039C0480C, EFFECTIVE MARCH 17, 2011, THE SURVEYED LAND IS WITHIN FLOOD ZONE X, AN AREA OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACTS ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
- 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.



Westwood

10333 E DRY CREEK RD. SUITE 400
ENGLEWOOD, CO 80112
TEL: 720.482.9526

TO: Zach Higgins, Community Development Director
FROM: Josue Loma, Planner, SAFEbuilt Studio through
Travis Reynolds, AICP, Planning Manager, SAFEbuilt Studio
DATE: June 27, 2023
SUBJECT: Review – Replat for Legacy Village Filing 1, Amendment 1 and Amendment 2

SAFEbuilt Studio staff provides the combined review comments for the Legacy Village Filing 1, Amendment 1 (F1A1, 1.286 acres) and Legacy Village Filing 1, Amendment 2 (F1A2, .478 acres) replat. Legacy Village F1A1 is generally located on the southeast corner of Corkscrew St and Hinds St and Legacy Village F1A2 is generally located on the southeast corner of Osmulski Dr and Yankee Boy LP in the Town of Elizabeth. Staff conducted the review in the context of Chapter 16 – Land Use and Development of the Town of Elizabeth Municipal Code and the Town’s Master Plan.

Legacy Village Filing 1, Amendment 1: Replat ([Sec. 16-3-80](#)) and Final Plat ([Sec. 16-3-60](#))

Planning and Zoning Review:

- A complete submittal was not received, please provided the below documents as part of the resubmittal:
 - Final plat for Legacy Village Filing 1
 - General warranty deed and title commitment
- Please update the project narrative to either remove language regarding changes to Block 4, Lot 46 or submit an updated final plat that shows the proposed changes. To simplify the process, it may be easier to make any changes to Block 4, Lot 46 via Amendment 2.
- As stated in Sec. 16-3-60 (e)(10), “deleted lot lines, easements or rights-of-way shall be shown on the plat in dashed lines, or screened, with a note and arrow pointing to the item to be vacated, stating that the lot line, easement or right-of-way is hereby vacated. (Dashed lines shall be graphically different for existing vs. proposed vs. deleted with a legend provided.)”

External Agency Comments:

- CORE Engineering - Town Engineer:
 - In the second submittal, please address changes to block 4, lot 46 and address comments made from Pre-App meeting 6/29/22 by CORE Engineering. Please see the provided comment response letter for additional information.
- CORE Electric / IREA – Utility:
 - CORE Electric Cooperative approves the replat; but the applicant may not encroach into the 5-foot side lot utility easement. Please see the provided comment response letter for additional information.
- Elizabeth Fire Protection District - Fire:
 - The referral agency has no issues with the proposed amendments - please see provided comment response letter for additional information.
- Elizabeth School District:
 - No comment received at this time.

- Black Hills Energy - Utility Company:
 - No comment received at this time.
- Elbert County Assessor's Office – GIS:
 - The comments provided are in reference to the original final plat submitted on 2/22/23 and so the subsequent resubmittal received on 6/13/23 have remedied those issues. Please see the provided comment response letter for additional information.
- Comcast:
 - No comment received at this time.
- Century Link:
 - No comment received at this time.

Legacy Village Filing 1, Amendment 2: Replat ([Sec. 16-3-80](#)) and Final Plat ([Sec. 16-3-60](#))

Planning and Zoning Review:

- A complete submittal was not received, please provided the below documents as part of the resubmittal:
 - Final plat for Legacy Village Filing 1
 - General warranty deed and title commitment
- Please update the numbering of the lots to read 1A, 2A, etc.
- Please update the block number on page two as it currently reads as Block 1 but should be referencing Block 5.
- As stated in Sec. 16-3-60 (e)(10), “deleted lot lines, easements or rights-of-way shall be shown on the plat in dashed lines, or screened, with a note and arrow pointing to the item to be vacated, stating that the lot line, easement or right-of-way is hereby vacated. (Dashed lines shall be graphically different for existing vs. proposed vs. deleted with a legend provided.)”

External Review Agency Comments

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 - CORE Electric Cooperative approves the replat; but the applicant may not encroach into the 5-foot side lot utility easement. Please see the provided comment response letter for additional information.
- Elizabeth Fire Protection District - Fire:
 - The referral agency has no issues with the proposed amendments - please see provided comment response letter for additional information.
- Elizabeth School District:
 - No comment received at this time.
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- Elbert County Assessor’s Office – GIS:
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- Comcast:
 - No comment received at this time.
- Century Link:
 - No comment received at this time.

Referral Agency / Consultant	Discipline	Contact Information
SAFEbuilt	Community Development	Zach Higgins; zhiggins@townofelizabeth.org Travis Reynolds; treynolds@safebuilt.com Josue Loma; jloma@safebuilt.com
CORE Engineering	Town Engineer	Scott Pease, P.E.; pease@corecivil.com Manny Nunos, mnuno@liveyourcore.com
CORE Electric / IREA	Utility	Brooks Kaufman; BKaufman@core.coop
Elizabeth Fire Protection District (EFD)	Fire	T.J. Steck; tjs@elizabethfire.org
Elizabeth School District	Elizabeth C-1 School District	Ron Patera; rpatera@esdk12.org
Black Hills Energy	Utility Company	Jason McKune; Jason.McKune@blackhillscorp.com
Elbert County Assessor’s Office	GIS	Greg Toles; Greg.toles@elbertcounty-co.gov
Comcast		Butch_Buster@comcast.com
Century Link		Nre.Easement@centurylink.com



June 23, 2023

Ms. Dianna Hiatt
Community Development Administrative Assistant
Town of Elizabeth
151 S Banner Street
Elizabeth, CO 80107

RE: Legacy Village Filing 1 Plat Amendment 1 & 2

Dear Ms. Hiatt

We have completed our review of the 1st and 2nd Amendment to the Legacy Village Filing 1 Final Plat. Our comments are identified below and unless noted otherwise, are relative to both Amendments 1 & 2.

1. The proposed Easement revision to Block 4 Lot 46, needs to be included on one of these amendments or presented in some other form.
2. Please reference our comments from the Pre-App meeting of 6/29/22, in which we had requested the following, which are not included in this current submittal:
 - The old lot lines and Easement lines need to be shown in the background of the new line work, and should be identified as “herby vacated” or “revised” or similar.
 - A separate exhibit which identifies the as built locations of the water and san services relative to the new lot lines.

Should you have any questions, please feel free to contact me at (303) 730-5985 or by email at mnuno@liveyourcore.com

Sincerely,
CORE Consultants, Inc.

Manny Nuno, PE, CFM, LEED AP, CPESC
Project Manager



3473 South Broadway
Englewood, Colorado 80113
303.703.4444
LIVEYOURCORE.COM

Josue Loma

From: Brooks Kaufman <BKaufman@core.coop>
Sent: Tuesday, June 13, 2023 7:53 AM
To: Josue Loma
Cc: Travis Reynolds; Zach Higgins; acramer@townofelizabeth.org
Subject: RE: Referral - Town of Elizabeth - Legacy Village Filing 1, Amendment 2

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mr. Loma;

CORE Electric Cooperative approves the replat; but the applicant may not encroach into the 5-foot side lot utility easement.

No improvements that conflict with or interfere with construction, maintenance or access to utilities shall be placed within the utility easements. Prohibited improvements include, but are not limited to, permanent structures, buildings, counter-forts, decks, stairs, window wells, air conditioning units, retaining walls/components and other objects that may interfere with the utility facilities or access, use and maintenance thereof. Prohibited improvements may be removed by the entities responsible for providing the utility services. The owners of the property subject to or adjacent to the utility easements shown herein are responsible for the maintenance and operation of such areas, which does not include utility lines and related facilities. When the owner(s) or adjacent owners fail to adequately maintain such utility easements, including the removal of prohibited improvements, the maintenance, operation, reconstruction and removal shall be at the cost of the owner(s).

The utility easements as shown hereon are hereby dedicated for public utilities, cable communication systems fiber and other purposes as shown hereon. The entities responsible for providing the utility services for which the easements are established are hereby granted the perpetual right of ingress and egress from and to adjacent properties for installation, maintenance and replacement of utility lines and related facilities.

Respectfully

Brooks Kaufman
Lands and Rights of Way Manager

800.332.9540 MAIN
720.733.5493 DIRECT
303.912.0765 MOBILE

www.core.coop



The Energy to Thrive™



Josue Loma

From: Taylor Clark <t.clark@elizabethfire.org>
Sent: Friday, June 16, 2023 1:28 PM
To: Josue Loma
Subject: Legacy Village Subdivision Filing 1 Amendment 1 & Amendment 2

Hi Josue,

We have received the Legacy Village Subdivision Filing 1 Amendment 1 and Amendment 2. Fire has no issues with either of those amendments.

Please let me know if you have any questions.

Thank you,

Taylor Clark

Human Resources Generalist – Executive Assistant
Elizabeth Fire Protection District
t.clark@elizabethfire.org
Direct: 303-800-1884
Main: 303-646-3800



From: [Greg Toles](#)
To: [Travis Reynolds](#); [Josue Loma](#)
Cc: [Zach Higgins](#); [Alexandra Cramer](#)
Subject: RE: [External] Referral 2 - Town of Elizabeth - Legacy Village Filing 1, Amendment 1
Date: Wednesday, October 18, 2023 3:11:13 PM
Attachments: [image001.png](#)

Travis,

Thanks for pointing this out. You are correct. The lot numbering for lots 1 to 5 go from left to right (i.e. west to east)). I have corrected this in our system.

Thanks again,

Greg Toles

GIS Analyst

Assessor's Office

303-621-3111

greg.toles@elbertcounty-co.gov

From: Travis Reynolds <treynolds@safebuilt.com>
Sent: Wednesday, October 18, 2023 2:34 PM
To: Greg Toles <Greg.Toles@elbertcounty-co.gov>; Josue Loma <jloma@safebuilt.com>
Cc: Zach Higgins <zhiggins@townofelizabeth.org>; Alexandra Cramer <acramer@townofelizabeth.org>
Subject: RE: [External] Referral 2 - Town of Elizabeth - Legacy Village Filing 1, Amendment 1

Greg –

Thanks for the feedback. Quick clarification for the applicant and our understanding.

Regarding the comment below, we see the plat layout as depicted in the screen cap below. However, this screen cap is from a late iteration of the review documents and not the final, signed copy – so we could have it wrong. Do you have a copy that says something different.

Can you clarify ?

Thanks,
Travis



Travis Reynolds, AICP – Colorado Planning Manager | SAFEbuilt Studio | 303.912.7153 (please note our number change)

From: Greg Toles <Greg.Toles@elbertcounty-co.gov>
Sent: Monday, September 25, 2023 8:55 AM
To: Josue Loma <jloma@safebuilt.com>
Cc: Travis Reynolds <treynolds@safebuilt.com>; Zach Higgins <zhiggins@townofelizabeth.org>; Alexandra Cramer <acramer@townofelizabeth.org>
Subject: RE: [External] Referral 2 - Town of Elizabeth - Legacy Village Filing 1, Amendment 1

All,
 On the plat, the lot numbers 1A to 5A need to be reversed (i.e. 5A to 1A). Lot 1A should be the northeast corner. Lot 6A to 9A are good.

Greg Toles
 GIS Analyst
 Assessor's Office

Josue Loma

From: Greg Toles <Greg.Toles@elbertcounty-co.gov>
Sent: Monday, June 5, 2023 8:16 AM
To: Josue Loma
Cc: Travis Reynolds; Zach Higgins; acramer@townofelizabeth.org
Subject: RE: Referral - Town of Elizabeth - Legacy Village Filing 1, Amendment 1

All,

The block number on the final plat of the amendment shows it as being block 1. This needs to change to **block 2**. The lot numbers need to change from 1–9 to **1a–9a**.

Greg Toles

GIS Analyst

Assessor's Office

303-621-3111

greg.toles@elbertcounty-co.gov

From: Josue Loma <jloma@safebuilt.com>
Sent: Friday, June 2, 2023 2:53 PM
Cc: Travis Reynolds <treynolds@safebuilt.com>; Zach Higgins <zhiggins@townofelizabeth.org>; acramer@townofelizabeth.org
Subject: [External] Referral - Town of Elizabeth - Legacy Village Filing 1, Amendment 1

SUBJECT: Town of Elizabeth – Legacy Village Subdivision Filing 1, Amendment 1 – LDC [Sec. 16-3-80 for a Replat, vacation, or plat amendment](#)

PROJECT NAME: Legacy Village Subdivision Filing 1, Amendment 1

LEGAL DESCRIPTION: Northwest Quarter of Section 13, Township 6 South, Range 65 West of the 6th P.M., Town of Elizabeth | Legacy Village Filing 1, as recorded in Elbert County, CO

PROJECT LOCATION: SE Corner of Corkscrew St and Hinds St, Elizabeth, Colorado | [Google Maps](#)

APPLICATION TYPE: Replat, vacation, or plat amendment – See LDC [Sec. 16-3-80](#)

APPLICANT: Lennar Colorado represented by Joe Huey, (303) 754-0600 | joseph.huey@lennar.com

CASE MANAGER: [Josue Loma](#) (he/him), on behalf of the Town of Elizabeth and Zach Higgins

COMMENTS DUE: Friday, June 23, 2023

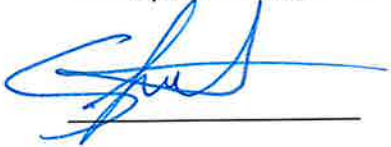
The Town of Elizabeth has received an application to replat nine lots within the Legacy Village Filing 1 Subdivision. The replat will be processed as Legacy Village Filing 1, Amendment 1 and will impact Block 2, Lots 1 – 9 to shift the interior side lot lines by 1.5'. As stated in the zoning code, a request for a replat shall be reviewed in accordance with the Final Plat process, [Sec. 16-3-60](#).

Exhibit C

SIGN POSTING AFFIDAVIT

(Attach Photo Here)

3-3-24, The above sign was posted on (date) pursuant to the Town of Elizabeth Land Development Code, by (Applicant or Representative).



Signature

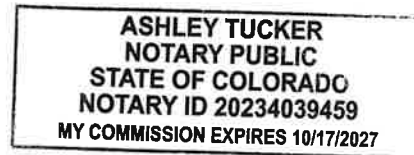
STATE OF COLORADO)

) ss.

COUNTY OF Elbert)

Subscribed and sworn to before me this 4 day of March, 2024, by Ashley Tucker.

My commission expires: 10/17/2027.



(SEAL)



Notary Public



48"

NOTICE OF PUBLIC HEARINGS

Notice is hereby given that the Planning Commission and Board of Trustees shall hold public hearings concerning a replat application for the project known as First Amendment to Legacy Village Subdivision Filing No. 1 located on property described in Exhibit A and a replat application for the project known as Second Amendment to Legacy Village Subdivision Filing No. 1 located on property described in Exhibit B and generally located near County Road 136, Corkscrew Street and Yankee Boy Loop pursuant to the Town of Elizabeth Land Development Ordinance.

The public hearings are to be held before the Planning Commission on March 19, 2024 at 6:30 p.m. and Board of Trustees on April 9, 2024 at 7:00 p.m., or as soon as possible thereafter. The public hearings shall be held in the Town Hall, 151 South Banner Street, Elizabeth, Colorado, or at such other time or place in the event this hearing is adjourned. Further information is available through the Town Community Development Department at 303-646-4166.

ALL INTERESTED PERSONS MAY ATTEND.

EXHIBIT A (legal description)

A replat of Lots 1-9, Block 2, Legacy Village Subdivision Filing 1 situated in the northwest quarter of Section 13, Township 8 South, Range 65 West of the 6th P.M., Town of Elizabeth, County of Elbert, State of Colorado.

EXHIBIT B (legal description)

A replat of Lots 8 and 9, Block 5, Lot 46, Block 4, Legacy Village Subdivision Filing 1 situated in the northwest quarter of Section 13, Township 8 South, Range 65 West of the 6th P.M., Town of Elizabeth, County of Elbert, State of Colorado.

36"

3"



PROOF VERSION - 1

Client: Westwood PS

Job No.: 6674DM

Project: Notice Sign

Date: 02/27/2024

Install and Production Facility
565 E. 70th Ave., Unit 1E, Denver, CO 80229

303.295.SIGN

A VISUAL MEDIA RESOURCE COMPANY

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<u>LOT</u>	<u>Owner Name</u>	<u>RePlat#1</u>	<u>Address</u>
203	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
213	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
223	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
233	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
243	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
253	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
263	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
283	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
293	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
303	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
313	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
333	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
353	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
263	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
383	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
393	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
403	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
423	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
443	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
1016	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
1006	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
996	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
986	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
987	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
997	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
1007	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
1017	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
242	LENNAR COLORADO LLC	9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112	
232	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
221	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
451	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
431	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
401	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
391	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
381	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
361	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
341	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
331	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
321	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
301	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
291	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
281	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255	
Commercial	ELIZABETH 86 WATER LLC	7931 S BROADWAY #312, Littleton CO 80122	
Open Space	ELBERT AND HWY 86 COMMERCIAL DISTRICT	8390 E CRESCENT PARKWAY SUITE 300, GREENWOOD VILLAGE CO 80111	

RESOLUTION 24R17

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE FINAL PLAT FOR THE LEGACY VILLAGE SUBDIVISION FILING NO. 1 WITHIN THE TOWN OF ELIZABETH, BLOCK 2, LOTS 1 THROUGH 9.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO AS FOLLOWS:

Section 1. The Final Plat for the First Amendment to the LEGACY VILLAGE SUBDIVISION FILING No. 1, which is more particularly described in **Exhibit A**, is hereby approved.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2024, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Tammy Payne, Mayor

ATTEST

Michelle M. Oeser, Town Clerk



STAFF REPORT Replat (Subdivision) Application Legacy Village, Filing 1 Amendment 2 (F1A2)

Applicant: Lennar Colorado / Applicant Representative: Scott Lockhart and Joseph Huey
Location: Southwest corner of Osmulski Dr and Yankee Boy LP, Block 5, Lots 8-9, and Block 4, Lot 46
Zoning: Planned Unit Development (PUD) – Elizabeth 86

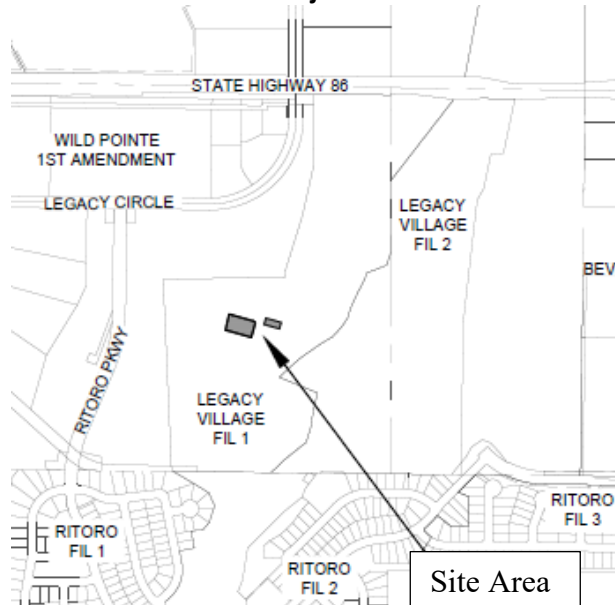
Exhibits:
Exhibit A: Applicant’s submittal documents and proposed plans
Exhibit B: Referral agency compiled comment letters and redlines
Exhibit C: Public Notice

APPLICANT REQUEST

The Applicant, Lennar Colorado, represented by Scott Lockhart and Joseph Huey, request the Planning Commission provide a recommendation of approval to the Board of Trustees for a replat of Block 5, Lots 8 and 9, as well as Block 4, Lot 46 in the Legacy Village Filing 1 subdivision, which is located at the southwest corner of Osmulski Dr. and Yankee Boy LP in the Town of Elizabeth, CO. (**Exhibit A**).

In accordance with the Elizabeth Municipal Code (EMC), [Sec. 16-3-80 \(c\)\(2\)](#), a replat for an adjustment or vacation of a lot line or easement shall be processed in accordance with the final plat process in [Sec. 16-3-60](#) and shall undergo a formal public hearing. From the final plat process, the Planning Commission shall make a recommendation to the Board of Trustees to approve, approve with conditions, continue to obtain additional information, or deny and application for a final plat.

General Project Location



PO Box 159, 151 S. Banner Street, Elizabeth, Colorado 80107
Phone: (303) 646-4166 | Fax: (303) 646-9434 | www.townofelizabeth.org

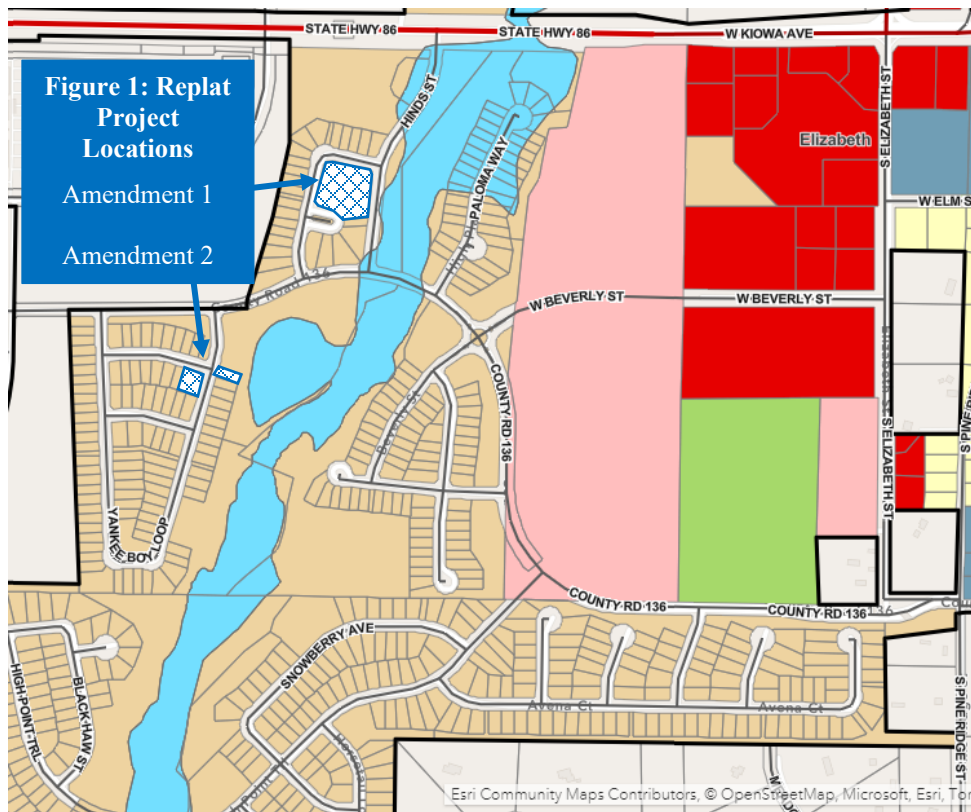


TOWN OF ELIZABETH

BOARD OF TRUSTEES

Proposal/Background:

The Legacy Village Filing 1 subdivision is located on the western edge of the Town's city limits and encompasses 51.285 acres that will be developed into 126 single family residential lots and 17 tracts. The site is currently zoned as Planned Unit Development (PUD) district and all development must comply with the Elizabeth 86 PUD Guide. Please note that the applicant has submitted concurrent applications for a replat being processed as Amendment 1 and Amendment 2 – for contextual reference, the location of the replats is shown on **Figure 1**.

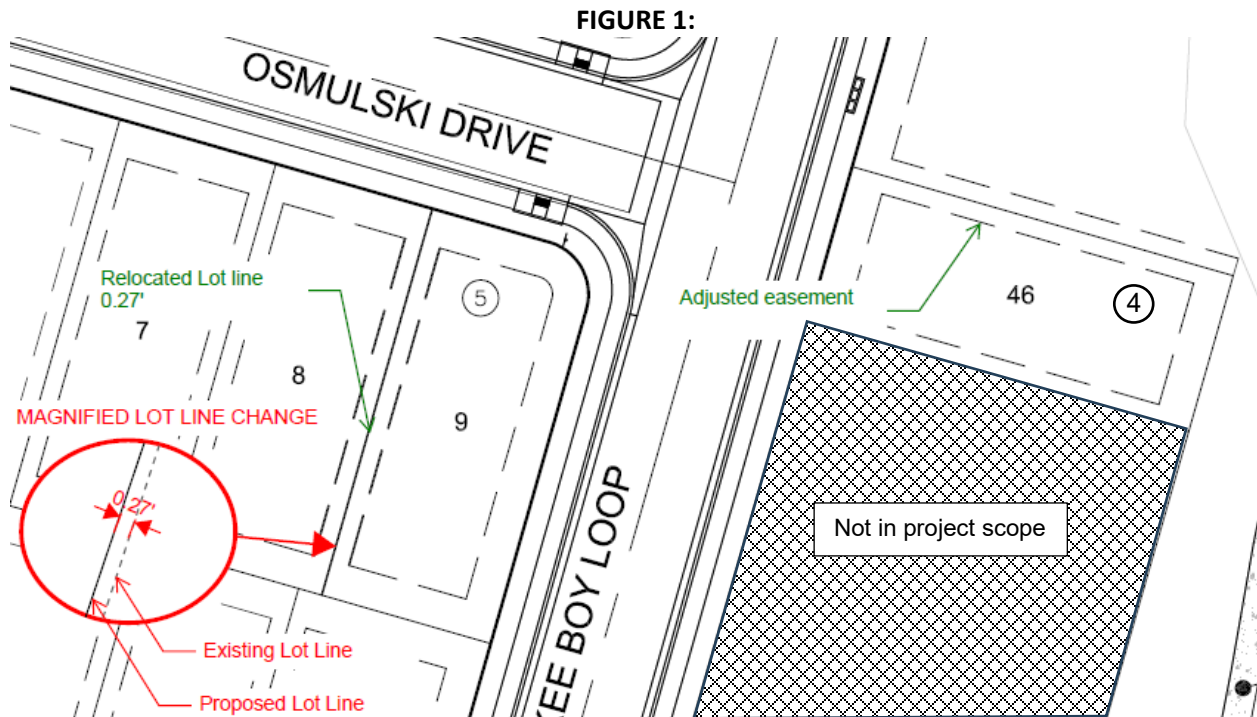


As part of the **Amendment 2** replat, the applicant is proposing to replat 0.353 acres (15,373 SF) of Block 5, Lots 8A and 9A, as well as Block 4, Lot 46. The replat is being proposed by the developer to create a minimum buildable home footprint of 33.5'. The proposed changes include shifting and vacating existing lot lines and associated utility easements by approximately 0.27' for Block 5, Lots 8 and 9 as shown **Figure 1**. Then, for Block 4, Lot 46, the applicant is proposing to reduce the interior side easement to 5'.



TOWN OF ELIZABETH

BOARD OF TRUSTEES



Please note that due to these proposed changes, there is no overall decrease in the total site area - rather the site area is being redistributed amongst the replatted lots as shown in **Table 1**. Further, there are no additional changes proposed to the site area via this application and the site will continue to remain compliant with the approved Elizabeth 86 (Legacy Village) PUD Guide for minimum lot area, setbacks, and other applicable development standards and regulations.

Table 1 - Comparison of Lot Area:		
Lot # (Block 5)	Lot Area (SF) Original Approval	Lot Area (SF) Proposed (A2)
8	5,017	5,048
9	5,406	5,375
Total	10,423	10,423
Lot # (Block 4)	Lot Area (SF) Original Approval	Lot Area (SF) Proposed (A2)
46	4,950	4,950
Total	4,950	4,950

The replatted site is encompassed within the underdevelopment Legacy Village Filing 1 subdivision and all surrounding land uses are residential and an open space tract to the east that abuts Gold Creek. These surrounding land uses are shown in **Table 2**. Due to the minor changes proposed via this application, no negative impacts are anticipated to the surrounding neighborhood.

Table 2 - Surrounding Land Uses:	
North:	Residential (Legacy Village Filing 1)
South:	Residential (Legacy Village Filing 1)
East:	Residential (Legacy Village Filing 1)/ Open Space
West:	Residential (Legacy Village Filing 1)

Approval Criteria:

The Land Use and Development code, Article III and [Sec. 16-3-80](#), do not stipulate approval criteria for a replat application; therefore, Staff has established a set of criteria for the Planning Commission to consider as part of

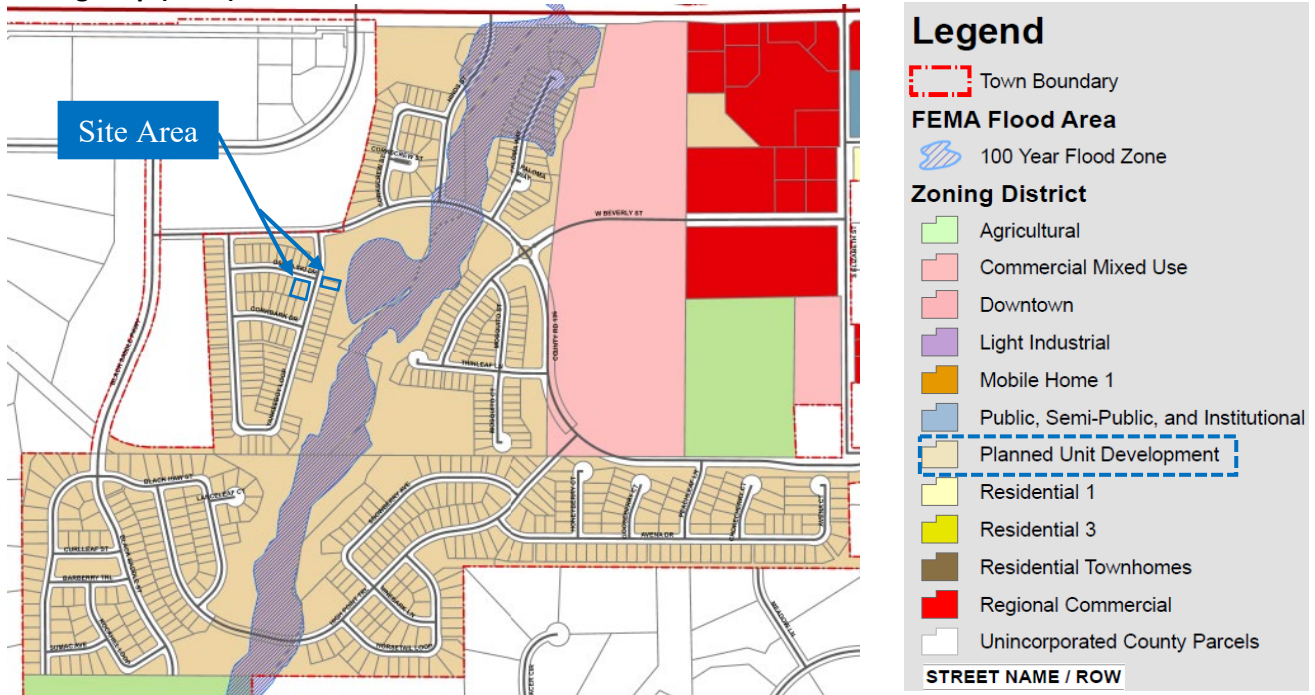


TOWN OF ELIZABETH

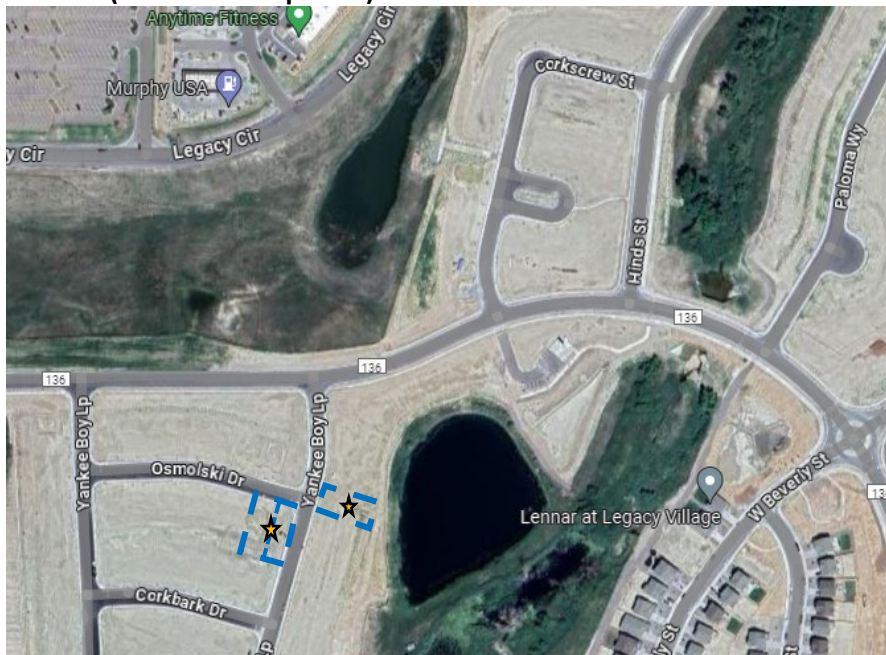
BOARD OF TRUSTEES

their recommendation to the Board of Trustees. The set of criteria includes a review against all applicable standards as found in the Elizabeth Municipal Code (EMC), Elizabeth 86 PUD Guide, and the Elizabeth Comprehensive Plan.

Zoning Map (2023):



Current Site – Aerial View (Under Development)



PO Box 159, 151 S. Banner Street, Elizabeth, Colorado 80107
 Phone: (303) 646-4166 | Fax: (303) 646-9434 | www.townofelizabeth.org



CASE ANALYSIS

Elizabeth Municipal Code (EMC):

The proposed replat of Block 5, Lots 8 and 9, as well as Block 4, Lot 46, Amendment 2, of the Legacy Village Filing 1 subdivision was reviewed against all appropriate standards and regulations of the EMC. For your considerations, the following topics outline the specific analysis applied to the proposal:

- **Impact to Surrounding Neighborhood:**
 - The site is located within the Legacy Village Filing 1 subdivision that is currently under development. As such, the proposal is not anticipated to negatively impact the surrounding neighborhood and will continue to blend seamlessly with the area.
- **Bulk Standards:**
 - The site defers to the Elizabeth 86 PUD Guide development standards discussed below.
- **Drainage:**
 - There are no significant changes to the drainage of the site caused by the shifting and vacating of the existing lot lines and easements.
- **Floodplain**
 - As the shifting of the lot lines and easements is not expanding the site or reconfiguring the subdivision, there is no anticipated change to the previous approval granted for this.
- **Right-of-Way (ROW)**
 - No revisions to the proposed ROW are submitted with this replat application.
- **Landscaping**
 - No revisions to the proposed landscaping are submitted with this replat application.

Elizabeth 86 Development PUD Guide:

The proposal was reviewed in the context of the Elizabeth 86 PUD Guide, for compliance with the development standards stipulated in 3:a (4). From this review, it was determined that the proposal is in compliance with the PUD Guide.

Elizabeth Comprehensive Plan:

The Legacy Village Filing 1 subdivision was approved in compliance with Town's [Comprehensive Plan \(2019\)](#). The proposed changes of Amendment 2 will uphold the site's compliance with the comprehensive plan and no changes to the site are proposed except the shifting and vacating of the existing lot lines and easements.



Referrals

Staff contacted the following agencies for review and comment during the referral period. To date, all disciplines have reached a status of approval or had no comment on the proposal (see Exhibit B).

Referral Agency / Consultant	Discipline
SAFEbuilt	Community Development
CORE Engineering	Town Engineer
CORE Electric / IREA	Utility
Elizabeth Public Works	Public Works
Elizabeth Fire Protection District	Fire
Elizabeth School District	School District
Black Hills Energy	Utility Company
Elbert County Public Health	Environmental Review
Elbert County Assessor’s Office	GIS
CenturyLink and Comcast	Utility

Findings and Staff Recommendation

A favorable recommendation is provided for the replat application for Amendment 2 upon review by the development review team and staff in accordance with [Sec. 16-3-80](#) and reference to EMC. Staff provides the following findings.

Findings:

1. The replat is a simple shift and vacation of lot lines and easements that were previously approved for development (see “background” section). There are no proposed changes to land use that accompany the application and the replat does not create any new impacts on the site.
2. The proposal is found to substantially comply with the standards for development as found in Chapter 16 of the Elizabeth Municipal Code and Elizabeth 86 PUD Guide.
3. The proposal is found to comply with various housing elements of the Town’s current Comprehensive Plan.

Staff Recommendation:

Based on the analysis above, Staff believes that the application is in substantial compliance with the previously approved subdivision, the original zoning for the property (PUD), and Article 3 of Chapter 16 of the EMC. Staff recommends the Board of Trustees approve Resolution 24R18 with no further conditions.

Planning Commission Recommendation:

At the 3/19/24 Planning Commission meeting, the Commission provided a recommendation of approval for the replat, for consideration by the Board of Trustees. The Commission did not recommend any conditions of approval.

Exhibit A



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

LAND USE APPLICATION

DATE: 4-26-2023

NAME OF PROJECT: LEGACY VILLAGE FILING NO. 1

NAME OF APPLICANT: LENNAR COLORADO

ADDRESS AND LEGAL DESCRIPTION OF PROJECT: Northwest Quarter of Section 13, Township 6 South, Range 65 West of the 6th P.M, Town OF Elizabeth, County of Elbert, State of Colorado. More specifically, east of Legacy Circle adjacent to Highway 86

Please check the appropriate item(s):

<input type="checkbox"/> REZONE	<input type="checkbox"/> PLAT	<input type="checkbox"/> USE BY SPECIAL REVIEW
<input type="checkbox"/> PUD (planned unit development)	<input checked="" type="checkbox"/> MINOR PLAT/REPLAT	<input type="checkbox"/> ANNEXATION
<input type="checkbox"/> VARIANCE	<input type="checkbox"/> SUBDIVISION	<input type="checkbox"/> MINOR SUBDIVISION
<input type="checkbox"/> SITE PLAN	<input type="checkbox"/> OTHER _____	

PRESENT ZONING: PUD AREA IN ACRES: 0.479

PROPOSED ZONING: No Change PRESENT USE: _____

PROPOSED # OF LOTS (if applicable): 4

PROPOSED GROSS FLOOR AREA (if applicable): na

*PROPERTY OWNER

NAME: Lennar Colorado

ADDRESS: 9193 S Jamaica St, Englewood, CO 80112

TELEPHONE #: 303-754-0600

EMAIL: _____

Kent Ped
SIGNATURE OF OWNER

SIGNATURE OF OWNER

APPLICANT REPRESENTATIVE

NAME: Joe Huey

ADDRESS: 9193 S Jamaica St, Englewood, CO 80112

TELEPHONE #: 303-754-0600

EMAIL: joseph.huey@lennat.com

[Signature]
SIGNATURE OF APPLICANT

[Signature]
SIGNATURE OF APPLICANT

<p>Jennifer S. Thornbloom NOTARY PUBLIC STATE OF COLORADO NOTARY ID# 20144027146 MY COMMISSION EXPIRES 7/10/2026</p>

*(OWNERS SIGNATURE NEEDS TO BE NOTARIZED)

Subscribed and sworn to be before me this 27th day of April, 20 23.

My commission expires 7-10-26

Jennifer S. Thornbloom
Notary

Exhibit A

TOWN OF ELIZABETH LAND USE FEE AND DEPOSIT SCHEDULE

	FEE	DEPOSIT
ANNEXATION PETITION	\$500	\$4,000
FINAL PLAT	\$500	\$3,000
MINOR SUBDIVISION	\$300	\$1,000
PLANNED UNIT DEVELOPMENT – UP TO 5 ACRES	\$500 + \$30/ ADDITIONAL ACRE OR PORTION OF ACRE	\$3,000
PLANNED UNIT DEVELOPMENT – OVER 5 ACRES	\$1,000 + \$30/ ADDITIONAL ACRE OR PORTION OF ACRE	\$4,500
PRELIMINARY PLAN	\$1,000	\$5,000
REPLAT, VACATION, OR PLAT AMENDMENT	\$300	\$500
REZONING – TRADITIONAL ZONES	\$400 + \$30/ ADDITIONAL ACRE OR PORTION OF ACRE	\$1,500
SIGN PERMIT	\$75	\$0
SITE PLAN – UP TO 2 ACRES	\$400	\$3,000
SITE PLAN – OVER 2 ACRES	\$500 + \$50/ ADDITIONAL ACRE OR PORTION OF ACRE	\$4,500
SITE PLAN AMENDMENT	\$300	\$2,000
SKETCH PLAN	\$250	\$3,000
TEMPORARY STRUCTURE AND USES PERMIT	\$20	
USE BY SPECIAL REVIEW	\$500	\$2,000
VARIANCE REQUEST	\$300	\$1,000

December 12, 2023

Community Development
Town of Elizabeth
151 S Banner St
Elizabeth, CO 80107

Re: Legacy Village Filing 1 RePlat #2

Dear Development Review,

On behalf of the applicant, Lennar, we are pleased to submit this Project Narrative and Application for the Legacy Village Filing 1 RePlat #2 Documents.

The following list comprises of the development team for this project:

Applicant

Lennar, LLC
Contact: Joe Huey
9193 S Jamaica St Suite 4
Englewood, CO 80112
303-210-9822
joseph.huey@lennar.com

Civil Engineer

Westwood Professional Services
Contact: Scott Lockhart
10333 E. Dry Creek Rd., Ste. 240
Englewood, CO 80112
720.249-3583
scott.lockhart@westwoodps.com

Site Location and Zoning

Legacy Village Filing 1 is approximately 51-acres site located south of Highway 86, just east of The Town of Elizabeth, Elbert County Colorado.

The site is zoned as Planned Development, with the modifications being single family home sites.

Project Description

Filing 1 includes 126 lots for single family detached homes, open space tracts, and an open space park. The residential portion of this community will be the conventional family community.

RePlat

This proposed re-plat is intended to obtain a 33.5' (min) buildable lot width. Proposed lot modifications include moving one existing lot line, and associated utility easements approximately 0.27' to obtain this width (Block 5 Lots 8,9). There is one additional lot to be modified (Block 2 Lot 46) where the interior side easement shall be reduced to 5. **Lot Exhibit #2.**

Variiances:

No variances are being requested as part of this application. Lot sizes remain above the minimums outlined within the PUD.

Technical Compliance

The Legacy Village Filing 1 replat complies with all applicable standards and guidelines as required by the Town of Elizabeth and existing, approved PUD documents.

Sincerely,

Scott Lockhart

Project Manager

scott.lockhart@westwoodps.com

direct (720) 249-3583
main (720)-482-9526

Westwood

10333 E. Dry Creek Road, Suite 400
Englewood, CO 80112

westwoodps.com
(888) 937-5150

SECOND AMENDMENT TO LEGACY VILLAGE SUBDIVISION FILING NO. 1

A REPLAT OF LOTS 8 AND 9, BLOCK 5, LOT 46, BLOCK 4, LEGACY VILLAGE SUBDIVISION FILING NO. 1,
SITUATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO
SHEET 1 OF 2
0.353 ACRE – 3 SINGLE FAMILY RESIDENTIAL LOTS

LEGAL DESCRIPTION:

PARCEL A:
A PARCEL OF LAND BEING A REPLAT OF LOTS 8 AND 9, BLOCK 5, LEGACY VILLAGE SUBDIVISION FILING NO. 1, AS RECORDED IN THE RECORDS OF THE ELBERT COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 613908, LOCATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ELIZABETH, ELBERT COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 8 AND 9, BLOCK 5, LEGACY VILLAGE SUBDIVISION FILING NO. 1.

SAID PARCEL CONTAINING A CALCULATED AREA OF 10,423 SQUARE FEET OR 0.239 ACRE, MORE OR LESS, AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND OR RIGHTS OF WAY OF WHATSOEVER NATURE.

PARCEL B:
A PARCEL OF LAND BEING A REPLAT OF LOT 46, BLOCK 4, LEGACY VILLAGE SUBDIVISION FILING NO. 1, AS RECORDED IN THE RECORDS OF THE ELBERT COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 613908, LOCATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ELIZABETH, ELBERT COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 46, BLOCK 4, LEGACY VILLAGE SUBDIVISION FILING NO. 1.

SAID PARCEL CONTAINING A CALCULATED AREA OF 4,950 SQUARE FEET OR 0.114 ACRE, MORE OR LESS, AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND OR RIGHTS OF WAY OF WHATSOEVER NATURE.

OWNERSHIP AND DEDICATION STATEMENT:

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF SECOND AMENDMENT TO LEGACY VILLAGE FILING NO. 1. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. ALL STREETS AND RIGHTS OF WAY, SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF ELIZABETH, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES.

SIGNATURE

LENNAR COLORADO, LLC, A COLORADO LIMITED COLORADO COMPANY

BY: _____

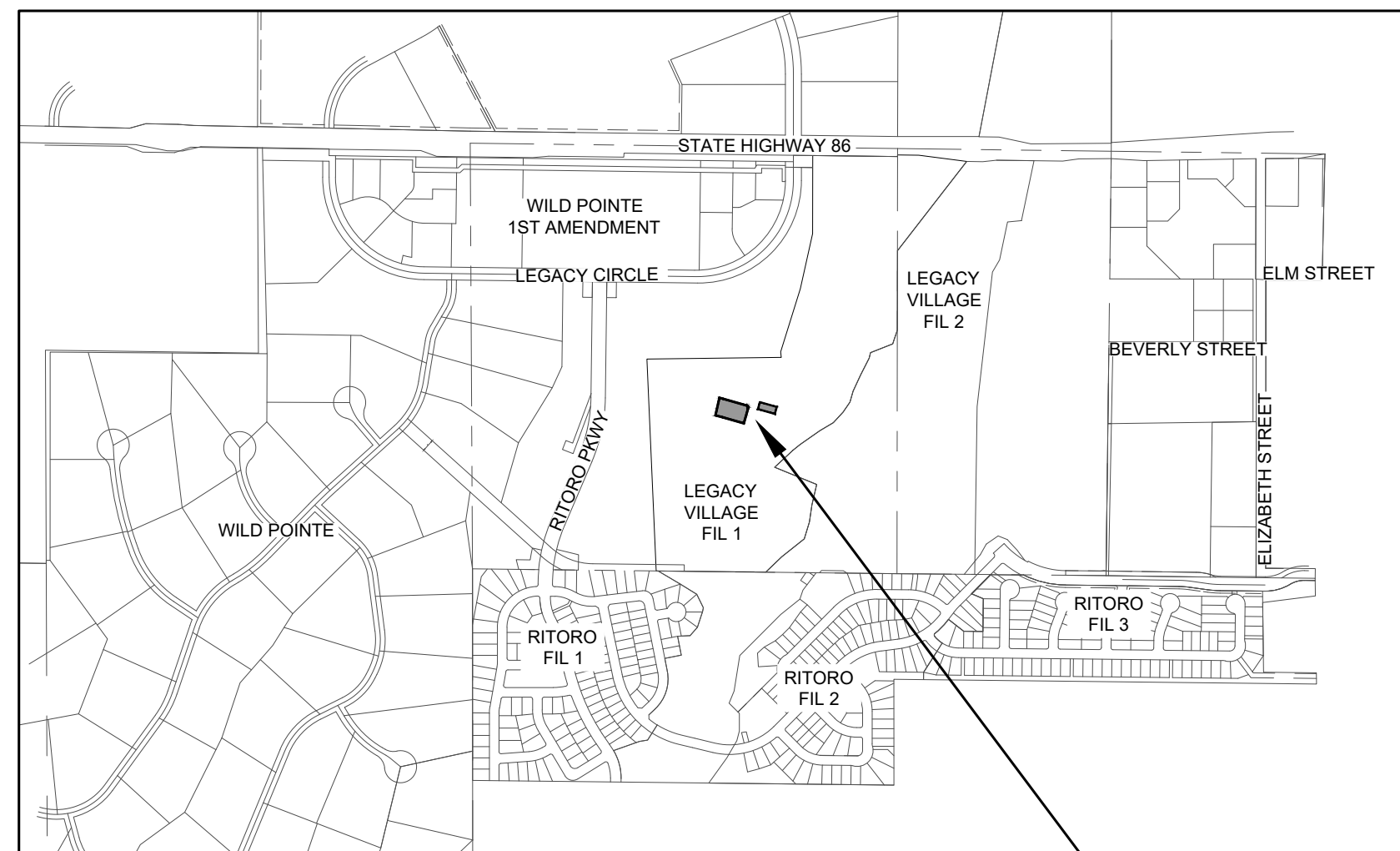
TITLE: _____

ATTEST: _____
SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY

WITNESS MY HAND AN OFFICIAL SEAL _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



VICINITY MAP
SCALE: 1" = 1000'
PROPERTY LOCATION

BOARD OF TRUSTEES:

LOTS 8 AND 9, BLOCK 5, LOT 46, BLOCK 4 LEGACY VILLAGE SUBDIVISION FILING NO. 1, IS HEREBY AMENDED BY THIS PLAT WHICH IS HEREBY APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO, FOR FILING IN THE OFFICE OF THE ELBERT COUNTY CLERK AND RECORDER, SUBJECT TO ALL COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AGAINST AND APPURTENANT TO THE ORIGINAL PLAT RECORDED IN THE OFFICE OF THE ELBERT COUNTY CLERK AND RECORDER, RECEPTION # 613908.

MAYOR, TOWN OF ELIZABETH

ATTEST: _____
TOWN CLERK

LENDER

SIGNATURE

BY: LES SOWITCH

TITLE: REDSTONE BANK MARKET PRESIDENT

ATTEST: _____
SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY

WITNESS MY HAND AN OFFICIAL SEAL _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

PLANNING COMMISSION:

THE PRELIMINARY PLAN FOR THIS PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON JANUARY 5, 2021.

CHAIR, PLANNING COMMISSION

TITLE VERIFICATION:

WE, LAND TITLE GUARANTEE COMPANY, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

BY: _____

TITLE: _____

ATTEST: _____
SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY

WITNESS MY HAND AN OFFICIAL SEAL _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CLERK AND RECORDER'S CERTIFICATION:

STATE OF COLORADO)
) SS.
COUNTY OF ELBERT)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ____ DAY OF _____, 20____,

A.D., AT _____ A.M./P.M.

AND WAS RECORDED AT RECEPTION NUMBER _____

COUNTY CLERK AND RECORDER

SURVEYOR'S CERTIFICATION:

I, JEAN P. HALPIN, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON APRIL 12, 2023, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS.

I ATTEST THE ABOVE ON THIS ____ DAY OF _____, 20____

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
JEAN P. HALPIN, PLS NO. 38474
FOR AND ON BEHALF OF WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 400
ENGLEWOOD, CO 80112
(720)-249-3584

APPLICANT/DEVELOPER:

E86 J.V., LLC
JIM MARSHALL
7108 SOUTH ALTON WAY
ENGLEWOOD, CO 80112

ENGINEER/SURVEYOR:

WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, STE 400
ENGLEWOOD, CO 80112

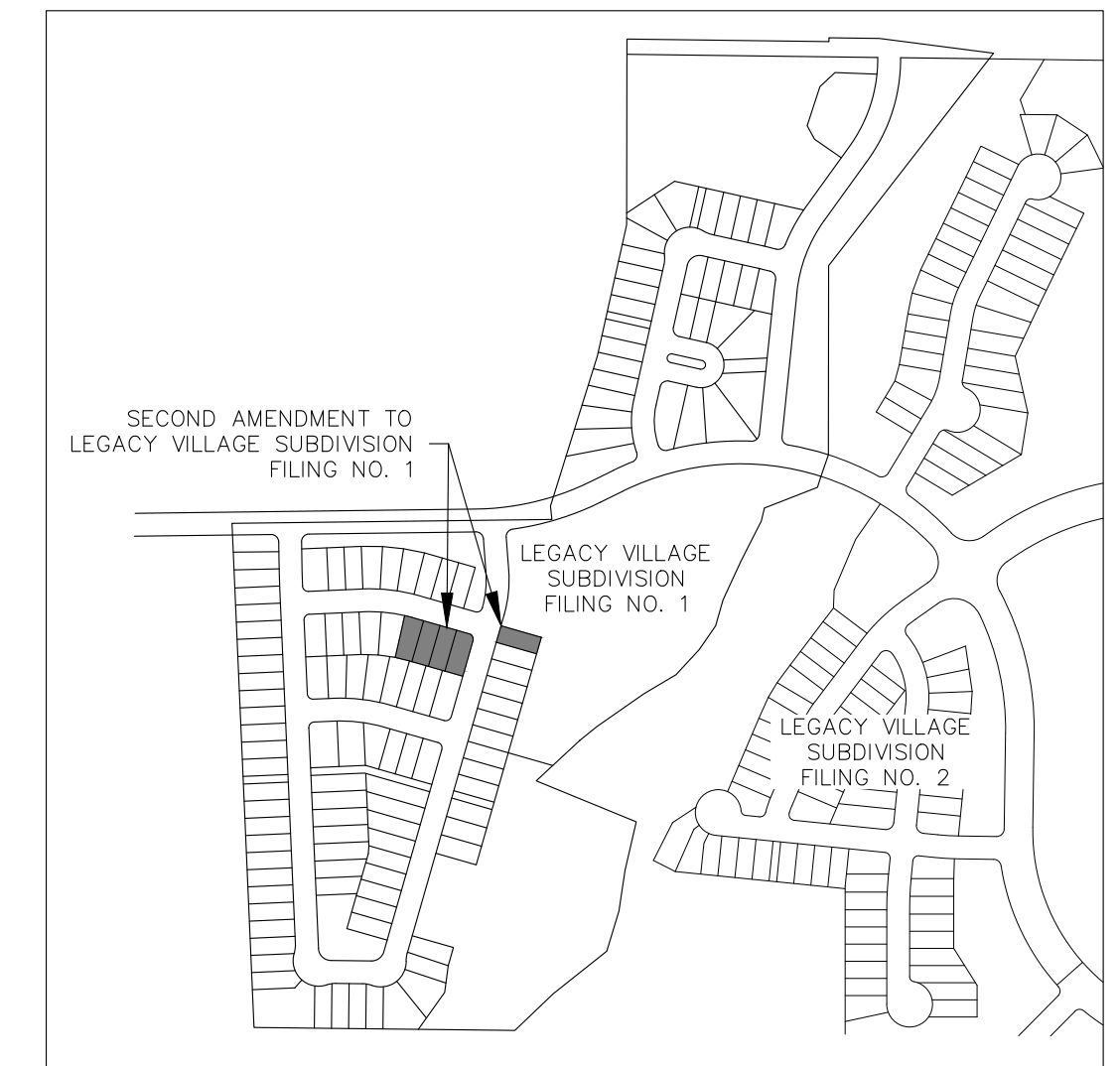
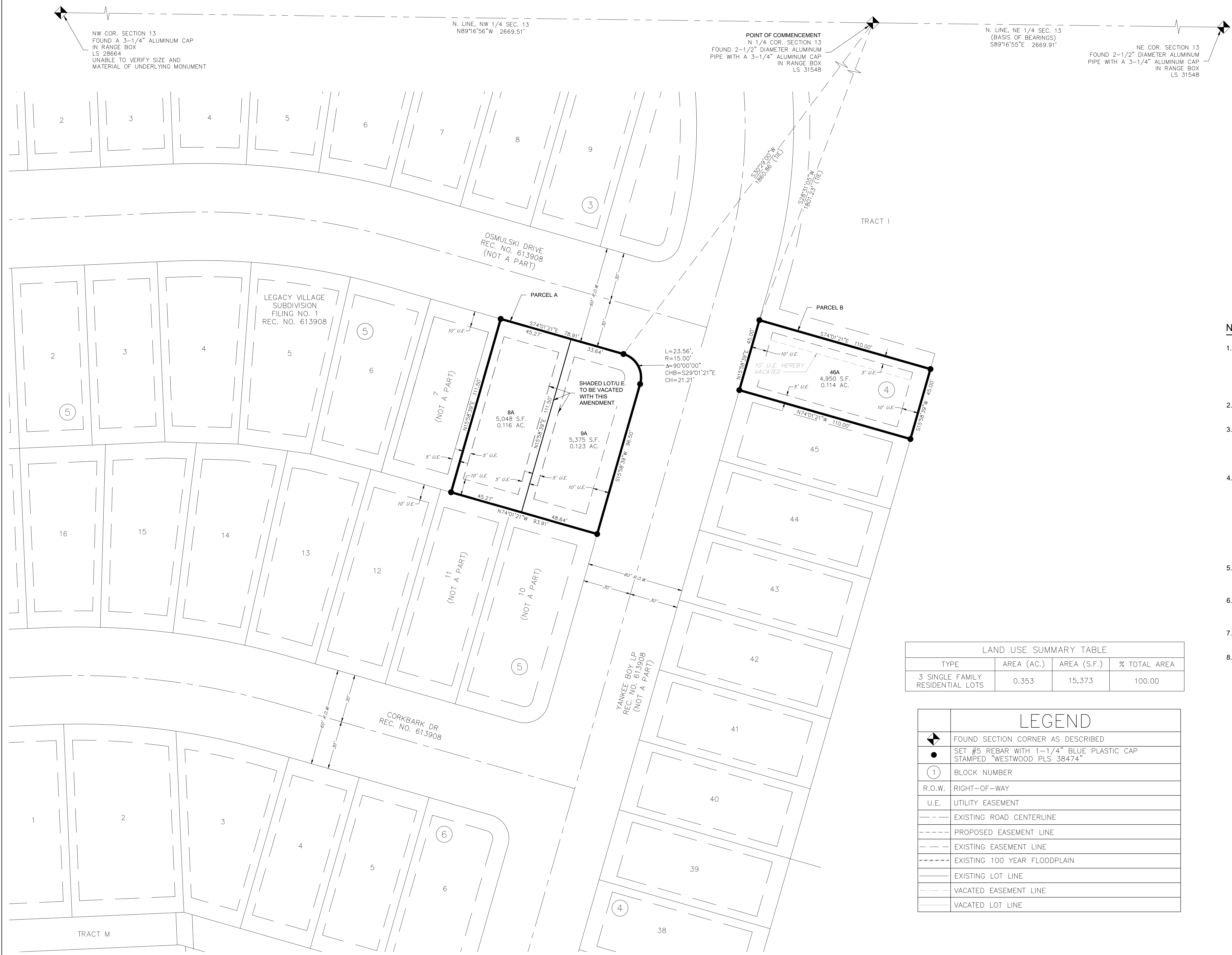
Westwood

Westwoodps.com
Westwood Professional Services, Inc.

10333 E DRY CREEK RD.
SUITE 400
ENGLEWOOD, CO 80112
TEL: 720.482.9526

SECOND AMENDMENT TO LEGACY VILLAGE SUBDIVISION FILING NO. 1

A REPLAT OF LOTS 8 AND 9, BLOCK 5, LOT 46, BLOCK 4, LEGACY VILLAGE SUBDIVISION FILING NO. 1, SITUATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO
SHEET 2 OF 2



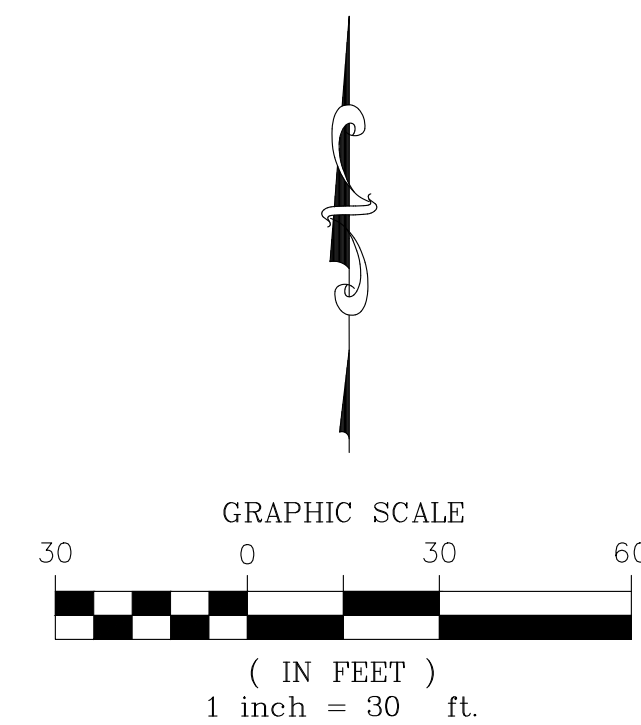
KEYMAP
SCALE: 1" = 500'

NOTES:

- BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 13 BEING MONUMENTED AT THE NORTH QUARTER CORNER OF SECTION 13 BY A FOUND 2-1/2 INCH DIAMETER ALUMINUM PIPE WITH A 3-1/4 INCH ALUMINUM CAP STAMPED "PLS 31548" WHENCE THE NORTHEAST CORNER OF SAID SECTION 13 BEING MONUMENTED BY A FOUND 2-1/2 INCH DIAMETER ALUMINUM PIPE WITH A 3-1/4 INCH ALUMINUM CAP STAMPED "LS 31548" IS ASSUMED TO BEAR SOUTH 89°16'55" EAST, A DISTANCE OF 2669.91 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.
- THIS PROPERTY IS SUBJECT TO RESERVATIONS, RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD OR IN PLACE.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY WESTWOOD PROFESSIONAL SERVICES, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, WESTWOOD PROFESSIONAL SERVICES, INC. RELIED UPON LAND TITLE GUARANTEE COMPANY PROPERTY INFORMATION BINDER ORDER NO. RND70823120, HAVING AN EFFECTIVE DATE OF NOVEMBER 7, 2023 AT 5:00 P.M.
- NON-EXCLUSIVE - 5-FOOT AND 10-FOOT UTILITY EASEMENTS LOCATED AS SHOWN ARE HEREBY GRANTED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING, BUT NOT LIMITED TO STREET LIGHTS, ELECTRIC LINES, GAS LINES, CABLE TELEVISION LINES, FIBER OPTIC LINES, AND TELEPHONE LINES, AS WELL AS PERPETUAL RIGHT FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES. SIDE LOT LINE EASEMENTS ARE ALLOWED ENCROACHMENTS FOR ROOF OVERHANGS, CANTILEVER BAY OR BOX WINDOWS, FIREPLACES, WITH A MAXIMUM TWO FOOT (2) ENCROACHMENT, LANDSCAPING WITH PLANT SHRUBS, WOODY PLANTS AND NURSERY STOCK OR OTHER CROPS MAY BE LOCATED WITHIN THESE EASEMENTS PROVIDED THEY DO NOT INTERFERE WITH THE USE OF, OBSTRUCT THE OPERATION OF, MAINTENANCE OF, OR ACCESS TO SAID SIDE LOT EASEMENT.
- ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL 08039C0480C, EFFECTIVE MARCH 17, 2011, THE SURVEYED LAND IS WITHIN FLOOD ZONE X, AN AREA OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACTS ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
- 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.

TYPE	AREA (AC.)	AREA (S.F.)	% TOTAL AREA
3 SINGLE FAMILY RESIDENTIAL LOTS	0.353	15,373	100.00

	FOUND SECTION CORNER AS DESCRIBED
	SET #5 REBAR WITH 1-1/4" BLUE PLASTIC CAP STAMPED "WESTWOOD PLS 38474"
	BLOCK NUMBER
	R.O.W. RIGHT-OF-WAY
	U.E. UTILITY EASEMENT
	EXISTING ROAD CENTERLINE
	PROPOSED EASEMENT LINE
	EXISTING EASEMENT LINE
	EXISTING 100 YEAR FLOODPLAIN
	EXISTING LOT LINE
	VACATED EASEMENT LINE
	VACATED LOT LINE



Westwood

10333 E DRY CREEK RD.
SUITE 400
ENGLEWOOD, CO 80112
TEL: 720.482.9526

WHEN RECORDED, RETURN TO:

Lennar Colorado, LLC
9193 S. Jamaica Street, 4th Floor
Englewood, Colorado 80112
Attn: Division President

MAIL TAX STATEMENTS TO:

Lennar Colorado, LLC
9193 S. Jamaica Street, 4th Floor
Englewood, Colorado 80112
Attn: Division President



SPECIAL WARRANTY DEED

(Legacy Village, Colorado)

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned AG ESSENTIAL HOUSING MULTI STATE 2, LLC, a Delaware limited liability company (“**Grantor**”), whose address is c/o AGWIP Asset Management, LLC, 8585 E. Hartford Drive, Suite 118, Scottsdale, AZ 85255, hereby grants to LENNAR COLORADO, LLC, a Colorado limited liability company (“**Grantee**”), whose address is 9193 S. Jamaica Street, 4th Floor, Englewood, Colorado 80112, that certain real property situated in Elbert County, Colorado, described as follows:

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell, convey, and confirm, unto Grantee, and Grantee’s heirs, successors, and assigns forever, all the real property, together with all improvements, if any, situate, lying and being in the County of Elbert, State of Colorado, described as follows (the “**Lots**”):

SEE EXHIBIT “A” ATTACHED HERETO AND BY THIS REFERENCE
MADE A PART HEREOF

also known by street and number as: vacant land;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, and Grantee's heirs, successors, and assigns forever.

TOGETHER WITH all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim, and demand whatsoever of Grantors, either in law or equity, of, in, and to the above bargained premises, with the hereditaments and appurtenances;

SUBJECT TO: The statutory exceptions and, to the extent not already included as part of the statutory exceptions, all general and special real property taxes and other assessments (including, without limitation, all subsequent assessments for prior years whether due to changes in the use or ownership, or both or otherwise), reservations in patents, water rights, claims or titles to water, any matters relating to any threatened or pending condemnation or eminent domain proceedings, all documents establishing or relating to the master-planned community of which the Lots are a portion, any matter shown on or referenced in the plat of the Lots referenced above, any matter arising in connection with any action of Grantee or its employees, contractors, agents, or representatives, any other matter whether or not of record not caused by the act or authorization of Grantor in violation of the Option Agreement pursuant to which this instrument is delivered, any matter that would be disclosed by a current inspection or a current accurate ALTA/NSPS survey of the Lots, and all other easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, liabilities and other matters as may appear of record.

Grantor does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of Grantee, and Grantee's heirs, successors, and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, by, through or under Grantor, subject to the matters set forth above.

Balance of Page Intentionally Left Blank; Signature Page Follows

EXECUTED this 9th day of May, 2023

GRANTOR:

AG ESSENTIAL HOUSING MULTI STATE 2,
LLC, a Delaware limited liability company

By: AGWIP Asset Management, LLC,
an Arizona limited liability company,
its Authorized Agent

By: Steven S. Benson
Steven S. Benson, its Manager

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 9th day of May, 2023, by Steven S. Benson, the manager of AGWIP Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG ESSENTIAL HOUSING MULTI STATE 2, LLC, a Delaware limited liability company, for and on behalf thereof.

Angela Staten
Notary Public

(SEAL)

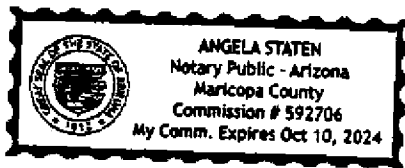


EXHIBIT "A"

LEGAL DESCRIPTION OF THE LOTS

LOT 9, BLOCK 3,
LOTS 1, 45 AND 46, BLOCK 4,
LOT 9, BLOCK 5,
LEGACY VILLAGE FILING NO. 1
COUNTY OF ELBERT, STATE OF COLORADO

LOT 10, BLOCK 4,
LOTS 12, BLOCK 5,
LOT 2, BLOCK 6,
LEGACY VILLAGE FILING NO. 2
COUNTY OF ELBERT, STATE OF COLORADO

WHEN RECORDED, RETURN TO:

Lennar Colorado, LLC
9193 S. Jamaica Street, 4th Floor
Englewood, Colorado 80112
Attn: Division President

MAIL TAX STATEMENTS TO:

Lennar Colorado, LLC
9193 S. Jamaica Street, 4th Floor
Englewood, Colorado 80112
Attn: Division President

LT

SPECIAL WARRANTY DEED

(Legacy Village, Colorado)

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned AG ESSENTIAL HOUSING MULTI STATE 2, LLC, a Delaware limited liability company ("**Grantor**"), whose address is c/o AGWIP Asset Management, LLC, 8585 E. Hartford Drive, Suite 118, Scottsdale, AZ 85255, hereby grants to LENNAR COLORADO, LLC, a Colorado limited liability company ("**Grantee**"), whose address is 9193 S. Jamaica Street, 4th Floor, Englewood, Colorado 80112, that certain real property situated in Elbert County, Colorado, described as follows:

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell, convey, and confirm, unto Grantee, and Grantee's heirs, successors, and assigns forever, all the real property, together with all improvements, if any, situate, lying and being in the County of Elbert, State of Colorado, described as follows (the "**Lots**"):

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE
MADE A PART HEREOF

also known by street and number as: vacant land;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, and Grantee's heirs, successors, and assigns forever.

TOGETHER WITH all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim, and demand whatsoever of Grantors, either in law or equity, of, in, and to the above bargained premises, with the hereditaments and appurtenances;

SUBJECT TO: The statutory exceptions and, to the extent not already included as part of the statutory exceptions, all general and special real property taxes and other assessments (including, without limitation, all subsequent assessments for prior years whether due to changes in the use or ownership, or both or otherwise), reservations in patents, water rights, claims or titles to water, any matters relating to any threatened or pending condemnation or eminent domain proceedings, all documents establishing or relating to the master-planned community of which the Lots are a portion, any matter shown on or referenced in the plat of the Lots referenced above, any matter arising in connection with any action of Grantee or its employees, contractors, agents, or representatives, any other matter whether or not of record not caused by the act or authorization of Grantor in violation of the Option Agreement pursuant to which this instrument is delivered, any matter that would be disclosed by a current inspection or a current accurate ALTA/NSPS survey of the Lots, and all other easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, liabilities and other matters as may appear of record.

Grantor does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of Grantee, and Grantee's heirs, successors, and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, by, through or under Grantor, subject to the matters set forth above.

Balance of Page Intentionally Left Blank; Signature Page Follows

EXECUTED this 13th day of June, 2023.

GRANTOR:

AG ESSENTIAL HOUSING MULTI STATE 2,
LLC, a Delaware limited liability company

By: AGWIP Asset Management, LLC,
an Arizona limited liability company,
its Authorized Agent

By: Steven S. Benson
Steven S. Benson, its Manager

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 13th day of June, 2023,
by Steven S. Benson, the manager of AGWIP Asset Management, LLC, an Arizona limited
liability company, the Authorized Agent of AG ESSENTIAL HOUSING MULTI STATE 2, LLC,
a Delaware limited liability company, for and on behalf thereof.

Angela Staten
Notary Public

(SEAL)



EXHIBIT "A"

LEGAL DESCRIPTION OF THE LOTS

LOTS 7 AND 8, BLOCK 3,
LOT 2, BLOCK 4,
LOT 8, BLOCK 5,
LEGACY VILLAGE FILING NO. 1
COUNTY OF ELBERT, STATE OF COLORADO

LOTS 13 AND 14, BLOCK 5,
LOTS 3 AND 4, BLOCK 6,
LEGACY VILLAGE FILING NO. 2
COUNTY OF ELBERT, STATE OF COLORADO



Customer Distribution



Prevent fraud - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **RND70823120**

Date: **11/14/2023**

Property Address: **1124 AND 1114 OSMULSKI DRIVE AND 554 YANKEE BOY LOOP, ELIZABETH, CO 80107**

For Closing Assistance

For Title Assistance

Scott Cieslewicz
5975 GREENWOOD PLAZA
BLVD
GREENWOOD VILLAGE, CO
80111
(303) 850-4189 (Work)
Scielewicz@ltgc.com

Builder

LENNAR COLORADO LLC
Attention: JOSEPH HUEY
9193 S JAMAICA ST 4TH FLOOR
ENGLEWOOD, CO 80112
(720) 369-3835 (Work)
joseph.huey@lennar.com
Delivered via: Electronic Mail



Estimate of Title Fees

Order Number: RND70823120

Date: 11/14/2023

Property Address: 1124 AND 1114 OSMULSKI DRIVE AND 554 YANKEE BOY LOOP,
ELIZABETH, CO 80107

Seller(s): LENNAR COLORADO, LLC, A COLORADO LIMITED LIABILITY COMPANY

Buyer(s): A BUYER TO BE DETERMINED

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit ltgc.com to learn more about Land Title.

Estimate of Title Insurance Fees	
"ALTA" Owner's Policy 07-30-21 Reissue Rate	\$436.00
TOTAL	\$436.00

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the documents on your property.

Chain of Title Documents:

[Elbert county recorded 05/15/2023 at book 835 page 148](#)

[Elbert county recorded 06/20/2023 at book 836 page 574](#)

Plat Map(s):

[Elbert county recorded 11/10/2021 under reception no. 613908](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: RND70823120

Property Address:

1124 AND 1114 OSMULSKI DRIVE AND 554 YANKEE BOY LOOP, ELIZABETH, CO 80107

1. Commitment Date:

11/07/2023 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 07-30-21 Reissue Rate
Proposed Insured:
A BUYER TO BE DETERMINED

\$5,000.00

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:

LENNAR COLORADO, LLC, A COLORADO LIMITED LIABILITY COMPANY

5. The Land is described as follows:

LOTS 8 AND 9, BLOCK 5; AND LOT 46, BLOCK 4, LEGACY VILLAGE SUBDIVISION FILING NO. 1,
COUNTY OF ELBERT, STATE OF COLORADO.

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; 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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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: RND70823120

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

1. **WARRANTY DEED FROM LENNAR COLORADO, LLC, A COLORADO LIMITED LIABILITY COMPANY TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.**

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: RND70823120

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES, IF ANY.
9. RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED NOVEMBER 14, 1874 IN BOOK 1 AT PAGE [285](#).
10. RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED JANUARY 17, 1903 IN BOOK 23 AT PAGE [456](#).
11. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED DECEMBER 06, 2016 UNDER RECEPTION NO. [564388](#).
RATIFICATION OF EASEMENT AGREEMENT RECORDED MAY 24, 2017 UNDER RECEPTION NO. [569113](#).
12. SPECIAL WARRANTY WATER RIGHT DEEDS RECORDED DECEMBER 28, 2006 UNDER RECEPTION NOS. [480878](#), [480879](#) AND [480880](#).
SPECIAL WARRANTY DEED CONVEYING GROUNDWATER RECORDED JUNE 5, 2019 UNDER RECEPTION NO. [586144](#) AND RECORDED JANUARY 7, 2020 UNDER RECEPTION NOS. [591780](#) AND [591781](#).
13. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE ELIZABETH 86 RESIDENTIAL METROPOLITAN DISTRICT , AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 22, 2010, UNDER RECEPTION NO. [512390](#).

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: RND70823120

14. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RECIPROCAL EASEMENT AGREEMENT RECORDED JANUARY 14, 2016 UNDER RECEPTION NO. [556467](#).
15. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION RECORDED SEPTEMBER 26, 2018 UNDER RECEPTION NO. [580816](#).
16. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF LEGACY VILLAGE FILING NO. 1 RECORDED NOVEMBER 10, 2021 UNDER RECEPTION NO. [613908](#).
17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION AGREEMENT (LEGACY VILLAGE FILING NO. 1) RECORDED NOVEMBER 10, 2021 UNDER RECEPTION NO. [613911](#).
18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED MAY 08, 2023 UNDER RECEPTION NO. [626613](#).
19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF DESIGN COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED MAY 08, 2023 UNDER RECEPTION NO. [626614](#).



ALTA Commitment For Title Insurance

issued by Old Republic National Title Insurance Company

NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO 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, Old Republic National Title Insurance Company, a Minnesota 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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 affixed 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, 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.

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 the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

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

9. 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

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>

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

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



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

CBRants

Craig B. Rants, Senior Vice President

By *C Monroe* President
Attest *David Wold* Secretary

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

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Land Title Guarantee Company Disclosure Statements

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

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

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 24-21-514.5, Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



**Joint Notice of Privacy Policy of
Land Title Guarantee Company
Land Title Guarantee Company of Summit
County
Land Title Insurance Corporation and
Old Republic National Title Insurance Company**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

TO: Zach Higgins, Community Development Director
FROM: Josue Loma, Planner, SAFEbuilt Studio through
Travis Reynolds, AICP, Planning Manager, SAFEbuilt Studio
DATE: January 19, 2024
SUBJECT: Review 3 – Replat for Legacy Village Filing 1, Amendment 1 and Amendment 2

SAFEbuilt Studio staff provides the combined second review comments for the Legacy Village Filing 1, Amendment 1 (F1A1, 1.286 acres) and Legacy Village Filing 1, Amendment 2 (F1A2, 0.353 acres) replat. Legacy Village F1A1 is generally located on the southeast corner of Corkscrew St and Hinds St and Legacy Village F1A2 is generally located on the southeast corner of Osmulski Dr and Yankee Boy LP in the Town of Elizabeth. Staff conducted the review in the context of Chapter 16 – Land Use and Development of the Town of Elizabeth Municipal Code and the Town’s Master Plan.

Legacy Village Filing 1, Amendment 1: Replat ([Sec. 16-3-80](#)) and Final Plat ([Sec. 16-3-60](#))

Planning and Zoning Review:

- Approved.

External Agency Comments:

- CORE Engineering - Town Engineer:
 - Approval is granted upon the condition that the line type for the “existing lot line” be updated to a solid line as shown on the provided redlines.
- CORE Electric / IREA – Utility:
 - No comment received at this time.
- Elizabeth Fire Protection District - Fire:
 - No comment received at this time.
- Elizabeth School District:
 - No comment received at this time.
- Black Hills Energy - Utility Company:
 - No comment received at this time.
- Elbert County Assessor’s Office – GIS:
 - Approves with no additional comments.
- Comcast:
 - No comment received at this time.
- Century Link:
 - No comment received at this time.

Legacy Village Filing 1, Amendment 2: Replat ([Sec. 16-3-80](#)) and Final Plat ([Sec. 16-3-60](#))

Planning and Zoning Review:

- Approved.

External Review Agency Comments

- CORE Engineering - Town Engineer:
 - As shown on the provided Title Commitment, dated 11/07/2023, Lennar Colorado, LLC is the owner of these lots. Further, the provided Special warranty deed indicates AG deeded these lots in May and June 2023 to Lennar Colorado LLC. Please update this label accordingly.
 - Please add Lot 46, Block 4, Legacy Village Filing no. 1 to this section.
 - Please line up the shown arrows with the corresponding easement and lot lines.
 - Please update the line type for the “existing lot line” to a solid line as shown on the redlines.
- CORE Electric / IREA – Utility:
 - No comment received at this time.
- Elizabeth Fire Protection District - Fire:
 - No comment received at this time.
- Elizabeth School District:
 - No comment received at this time.
- Black Hills Energy - Utility Company:
 - No comment received at this time.
- Elbert County Assessor’s Office – GIS:
 - Approves with no additional comments.
- Comcast:
 - No comment received at this time.
- Century Link:
 - No comment received at this time.

Referral Agency / Consultant	Discipline	Contact Information
SAFEbuilt	Community Development	Zach Higgins; zhiggins@townofelizabeth.org Travis Reynolds; treynolds@safebuilt.com Josue Loma; jloma@safebuilt.com
CORE Engineering	Town Engineer	Scott Pease, P.E.; pease@corecivil.com Manny Nunos, mnuno@liveyourcore.com
CORE Electric / IREA	Utility	Brooks Kaufman; BKaufman@core.coop
Elizabeth Fire Protection District (EFD)	Fire	T.J. Steck; tjs@elizabethfire.org

Elizabeth School District	Elizabeth C-1 School District	Ron Patera; rpatera@esdk12.org
Black Hills Energy	Utility Company	Jason McKune; Jason.McKune@blackhillscorp.com
Elbert County Assessor's Office	GIS	Greg Toles; Greg.toles@elbertcounty-co.gov
Comcast		Butch_Buster@comcast.com
Century Link		Nre.Easement@centurylink.com

From: [Tyler Vodopich](#)
To: [Josue Loma](#)
Cc: [Travis Reynolds](#); [Byron Glenn](#)
Subject: RE: Referral 3: Replat for Legacy Village F1A1 and F1A2
Date: Monday, February 12, 2024 4:18:15 PM
Attachments: [image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[2nd Amendment to Legacy Village Filing No.1 02-05-2024_rev4_20240212.pdf](#)
[1st Amendment to Legacy Village Filing No.1 02-05-24_rev4_20240212.pdf](#)

Good afternoon Josue,

Our surveyor has reviewed these plat amendments and has no further comments.

TYLER VODOPICH, PE

Project Engineer

CORE Consultants, Inc.

TVodopich@liveyourcore.com

From: Tyler Vodopich <TVodopich@liveyourcore.com>

Sent: Thursday, February 8, 2024 12:39 PM

To: Josue Loma <jloma@safebuilt.com>

Cc: Travis Reynolds <treynolds@safebuilt.com>; Byron Glenn <Bglenn@liveyourcore.com>

Subject: RE: Referral 3: Replat for Legacy Village F1A1 and F1A2

Thanks Josue! I will get our surveyor to look at this and get back to you.

TYLER VODOPICH, PE

Project Engineer

CORE Consultants, Inc.

TVodopich@liveyourcore.com

From: Josue Loma <jloma@safebuilt.com>

Sent: Thursday, February 8, 2024 11:23 AM

To: Tyler Vodopich <TVodopich@liveyourcore.com>

Cc: Travis Reynolds <treynolds@safebuilt.com>; Byron Glenn <Bglenn@liveyourcore.com>

Subject: RE: Referral 3: Replat for Legacy Village F1A1 and F1A2

Good morning Tyler,

I received updated replats from Scott Lockhart that address the comments made on F1A1 and F1A2.

I am sharing this outside of a 4th referral as the comments were minor in nature; however, I would still like to receive your endorsement (specifically for F1A2).

I have attached the combined comment letter for Rev 3 and the updated replats for your reference.

Scott (applicant) has noted that if these changes are acceptable they will get them stamped.

I am flexible on the review dates, but if I can get your comments and endorsement by next week that would be helpful in getting this project closed out and scheduled for public hearing.

Thank you,

Josue

Josue Loma – Colorado Planner | SAFEbuilt Studio | Denver, CO | 📞 720.346.2145

From: Tyler Vodopich <TVodopich@liveyourcore.com>

Sent: Thursday, January 18, 2024 3:34 PM

To: Josue Loma <jloma@safebuilt.com>

Cc: Travis Reynolds <treynolds@safebuilt.com>; Byron Glenn <Bglenn@liveyourcore.com>

Subject: RE: Referral 3: Replat for Legacy Village F1A1 and F1A2

Good afternoon Josue,

I have attached the plats with comments.

Filing 1 Amendment 1 has only 1 minor comment but can be considered approved.

Filing 1 Amendment 2 had a few comments. The comments are minor, but should be addressed.

Please let me know if you have any questions on these items.



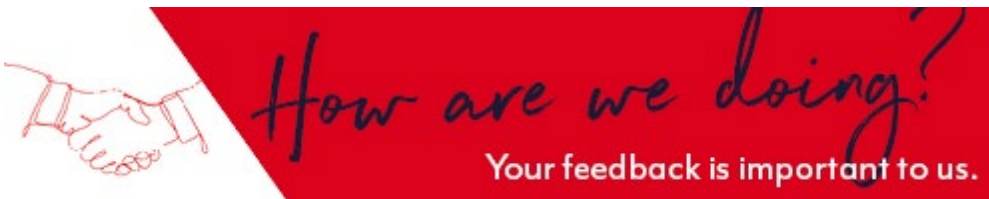
TYLER VODOPICH, PE

Project Engineer

3473 S. Broadway, Englewood, CO 80113

Phone 303-730-5964

TVodopich@liveyourcore.com \ liveyourcore.com



Would you please take 60 seconds to share your thoughts [here](#)?

LAND DEVELOPMENT \ ENERGY \ PUBLIC INFRASTRUCTURE in f @ t d

From: Josue Loma <jloma@safebuilt.com>

Sent: Wednesday, January 17, 2024 2:41 PM

To: Tyler Vodopich <TVodopich@liveyourcore.com>; Andrew Kidder <dkidder@liveyourcore.com>
Cc: Travis Reynolds <treynolds@safebuilt.com>
Subject: RE: Referral 3: Replat for Legacy Village F1A1 and F1A2

Hello Tyler and team,

I hope this email finds you well. As we approach the deadline for the 3rd Review of Legacy Village F1A1 and F1A2, I wanted to check in and ensure that everything is progressing smoothly.

Please let me know if you have any questions and I look forward to receiving your feedback this Friday.

Thank you,

Josue

Josue Loma – Colorado Planner | SAFEbuilt Studio | Denver, CO | 📞 720.346.2145

From: Josue Loma
Sent: Friday, January 5, 2024 1:25 PM
To: Tyler Vodopich <tvodopich@liveyourcore.com>; dkidder@liveyourcore.com
Cc: Travis Reynolds <treynolds@safebuilt.com>; Alexandra Cramer <acramer@townofelizabeth.org>; Zach Higgins <zhiggins@townofelizabeth.org>
Subject: Referral 3: Replat for Legacy Village F1A1 and F1A2

Hello Tyler and Andrew,

I am emailing to share the combined **3rd submittal** for Legacy Village F1A1 and F1A2, which is accessible via [Dropbox](#). Please see below for additional details regarding this project and let me know if you have any difficulty accessing the files.

SUBJECT: Town of Elizabeth – Legacy Village Filing 1 Replat – Combined Referral – LDC [Sec. 16-3-80 for a Replat, vacation, or plat amendment](#)

PROJECT NAME: Legacy Village Filing 1, Amendment 1 and Filing 1, Amendment 2

LEGAL DESCRIPTION: Northwest Quarter of Section 13, Township 6 South, Range 65 West of the 6th P.M., Town of Elizabeth | Legacy Village Filing 1, as recorded in Elbert County, CO

PROJECT LOCATION: F1A1 - SE Corner of Corkscrew St and Hinds St, Elizabeth, Colorado | [Google Maps](#); F1A2 - SE Corner of Osmulski Dr and Yankee Boy LP, Elizabeth, Colorado | [Google Maps](#)

APPLICATION TYPE: Replat, vacation, or plat amendment – See LDC [Sec. 16-3-80](#)

APPLICANT: Lennar Colorado represented by Scott Lockhart, (720) 482-9526 | scott.lockhart@westwoodps.com

CASE MANAGER: [Josue Loma](#) (he/him), on behalf of the Town of Elizabeth and Zach Higgins

COMMENTS DUE: Friday, January 19, 2024

The Town of Elizabeth has received a 3rd submittal for two replats to Legacy Village Filing 1 that will be processed as [Legacy Village Filing 1, Amendment 1](#) and [Legacy Village Filing 1, Amendment 2](#). As stated in the zoning code, a request for a replat shall be reviewed in accordance with the Final Plat process, [Sec. 16-3-60](#). Please see below for a summary of each application:

- **Filing 1, Amendment 1:**

- This proposed re-plat is intended to obtain a 44' (min) lot width and/or 34' (min) buildable home footprint. Proposed lot modifications include moving existing lot lines, and associated utility easements approximately 1.5' to obtain this width (Block 2, Lots 1-9)

- **Filing 1, Amendment 2:**

- This proposed re-plat is intended to obtain a 33.5' (min) buildable lot width. Proposed lot modifications include moving one existing lot line, and associated utility easements approximately 0.27' to obtain this width (Block 5, Lots 8-9). There is one additional lot to be modified (Block 2, Lot 46) where the interior side easement shall be reduced to 5.
- Please note that the lot line shift for Block 5, Lots 8-9 has been reduced to 0.27' from the initial proposal of 1.1'.

Click [HERE](#) to access submittal documents via DropBox.

Please review and provide comments by replying to this email by the due date above; if you need an extension, please let me know at your earliest convenience.

Thank you for your continued collaboration on this project.

Best regards,

Josue

Josue Loma – Colorado Planner | SAFEbuilt Studio | Denver, CO | [720.346.2145](tel:720.346.2145)

SECOND AMENDMENT TO LEGACY VILLAGE SUBDIVISION FILING NO. 1

Plat Review #3 Comments
1/18/2024 - Jeff Anton PLS

A REPLAT OF LOTS 8 AND 9, BLOCK 5, LOT 46, BLOCK 4, LEGACY VILLAGE SUBDIVISION FILING NO. 1,
SITUATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO
SHEET 1 OF 2
0.353 ACRE – 3 SINGLE FAMILY RESIDENTIAL LOTS

LEGAL DESCRIPTION:

PARCEL A:
A PARCEL OF LAND BEING A REPLAT OF LOTS 8 AND 9, BLOCK 5, LEGACY VILLAGE SUBDIVISION FILING NO. 1, AS RECORDED IN THE RECORDS OF THE ELBERT COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 613908, LOCATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ELIZABETH, ELBERT COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 8 AND 9, BLOCK 5, LEGACY VILLAGE SUBDIVISION FILING NO. 1.

SAID PARCEL CONTAINING A CALCULATED AREA OF 10,423 SQUARE FEET OR 0.239 ACRE, MORE OR LESS, AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND OR RIGHTS OF WAY OF WHATSOEVER NATURE.

PARCEL B:
A PARCEL OF LAND BEING A REPLAT OF LOT 46, BLOCK 4, LEGACY VILLAGE SUBDIVISION FILING NO. 1, AS RECORDED IN THE RECORDS OF THE ELBERT COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 613908, LOCATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ELIZABETH, ELBERT COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 46, BLOCK 4, LEGACY VILLAGE SUBDIVISION FILING NO. 1.

SAID PARCEL CONTAINING A CALCULATED AREA OF 4,950 SQUARE FEET OR 0.114 ACRE, MORE OR LESS, AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND OR RIGHTS OF WAY OF WHATSOEVER NATURE.

OWNERSHIP AND DEDICATION STATEMENT:

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF SECOND AMENDMENT TO LEGACY VILLAGE FILING NO. 1. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. ALL STREETS AND RIGHTS OF WAY, SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF ELIZABETH, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES.

SIGNATURE

AG ESSENTIAL HOUSING MULTI STATE 2, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

BY: _____

TITLE: _____

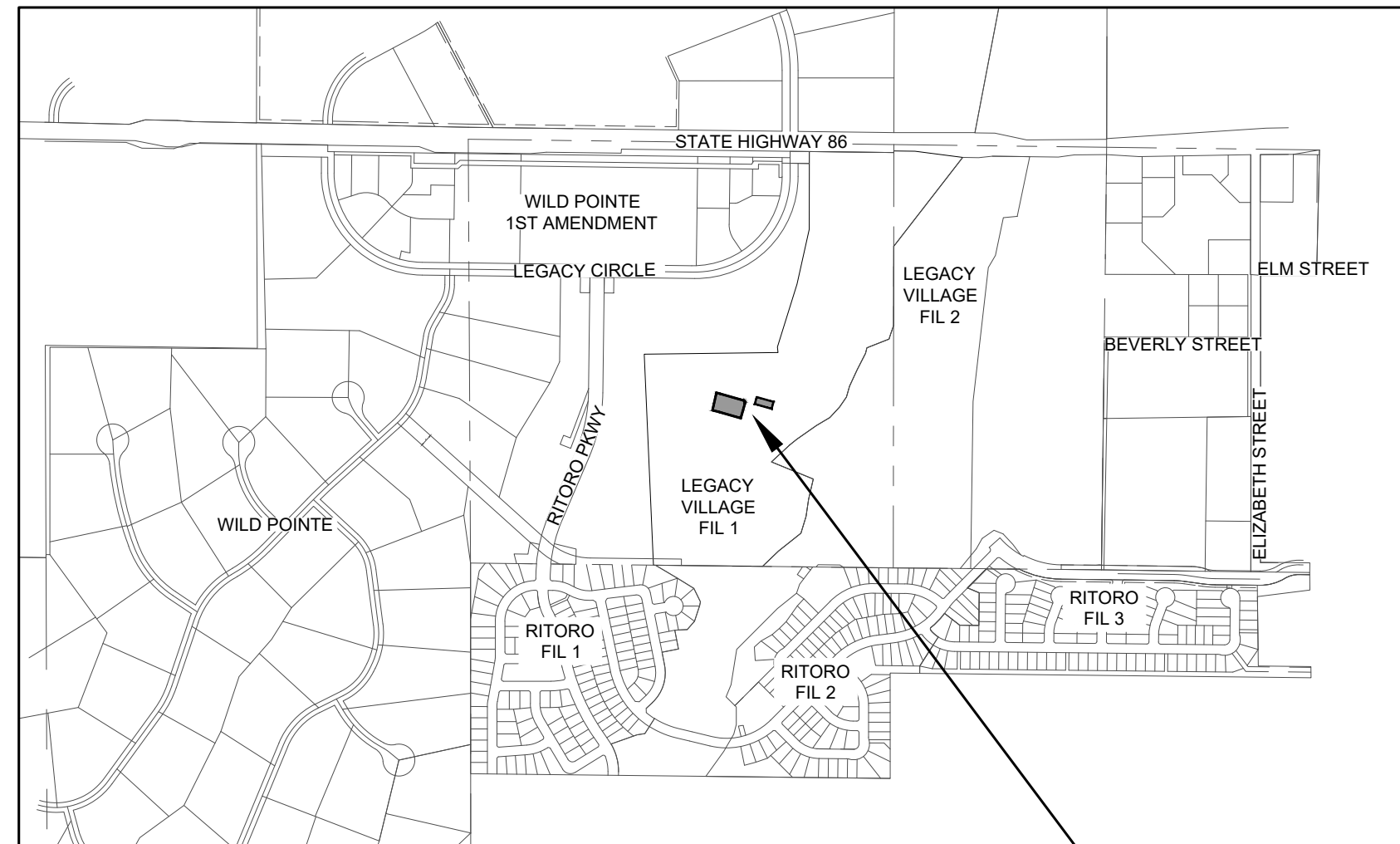
ATTEST: _____
SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY _____

WITNESS MY HAND AN OFFICIAL SEAL _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

Provided Title Commitment dated 11/07/2023 has Lennar Colorado, LLC as the owner of these lots. The provided Special warranty deed indicates AG... deeded these lots in May and June 2023 to Lennar Colorado LLC



VICINITY MAP
SCALE: 1" = 1000'
PROPERTY LOCATION

add Lot 46, Block 4,
legacy village filing no. 1

BOARD OF TRUSTEES:

LOTS 8 AND 9, BLOCK 5, LEGACY VILLAGE SUBDIVISION FILING NO. 1, IS HEREWITH AMENDED BY THIS PLAT WHICH IS HEREBY APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO, FOR FILING IN THE OFFICE OF THE ELBERT COUNTY CLERK AND RECORDER, SUBJECT TO ALL COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AGAINST AND APPURTENANT TO THE ORIGINAL PLAT RECORDED IN THE OFFICE OF THE ELBERT COUNTY CLERK AND RECORDER, RECEPTION # 613908.

MAYOR, TOWN OF ELIZABETH

ATTEST: _____
TOWN CLERK

LENDER

SIGNATURE

BY: LES SOWITCH

TITLE: REDSTONE BANK MARKET PRESIDENT

ATTEST: _____
SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY _____

WITNESS MY HAND AN OFFICIAL SEAL _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

PLANNING COMMISSION:

THE PRELIMINARY PLAN FOR THIS PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON JANUARY 5, 2021.

CHAIR, PLANNING COMMISSION

TITLE VERIFICATION:

WE, LAND TITLE GUARANTEE COMPANY, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

BY: _____

TITLE: _____

ATTEST: _____
SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY _____

WITNESS MY HAND AN OFFICIAL SEAL _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CLERK AND RECORDER'S CERTIFICATION:

STATE OF COLORADO)
COUNTY OF ELBERT) SS.

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ____ DAY OF _____, 20____,

A.D., AT _____ A.M./P.M.

AND WAS RECORDED AT RECEPTION NUMBER _____

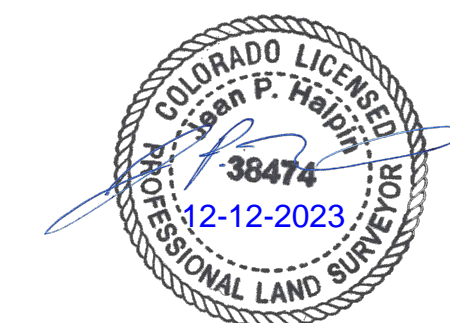
COUNTY CLERK AND RECORDER

SURVEYOR'S CERTIFICATION:

I, JEAN P. HALPIN, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON DEC. 5, 2023, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS.

I ATTEST THE ABOVE ON THIS 12 DAY OF DECEMBER, 20 23

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
JEAN P. HALPIN, PLS NO. 38474
FOR AND ON BEHALF OF WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 400
ENGLEWOOD, CO 80112
(720)-249-3584



APPLICANT/DEVELOPER:

E86 J.V., LLC
JIM MARSHALL
7108 SOUTH ALTON WAY
ENGLEWOOD, CO 80112

ENGINEER/SURVEYOR:

WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, STE 400
ENGLEWOOD, CO 80112

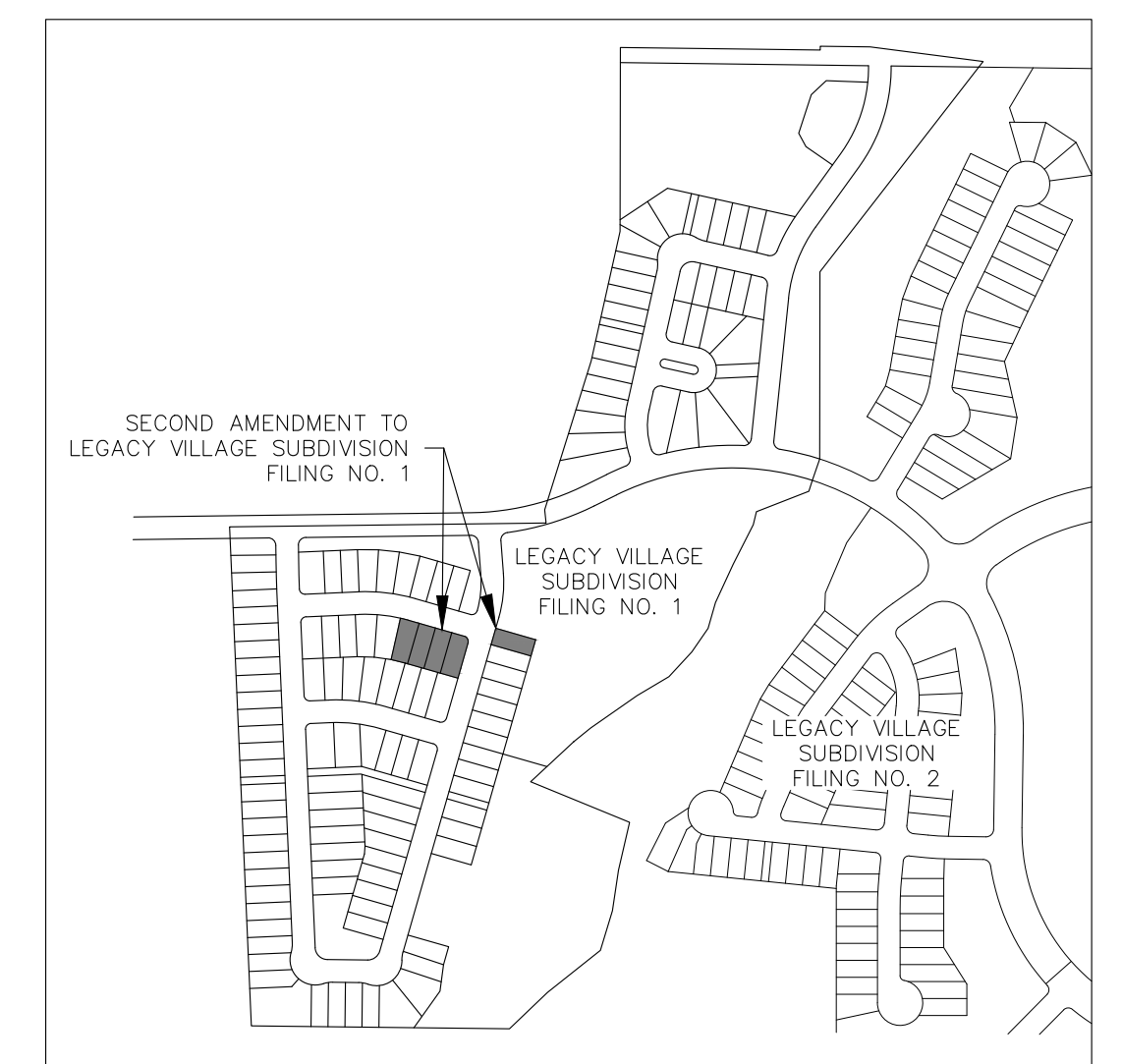
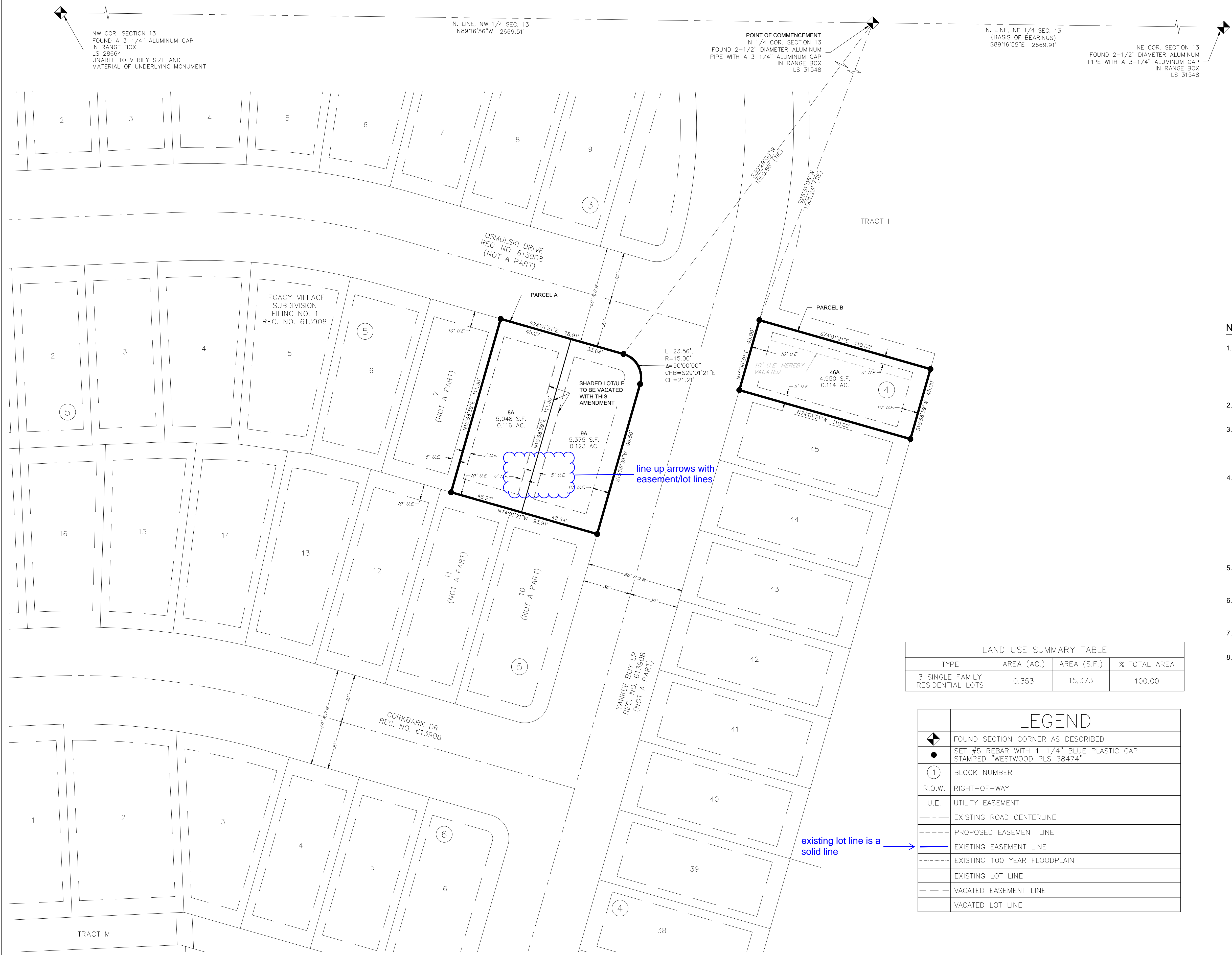


Westwoodps.com
Westwood Professional Services, Inc.

10333 E DRY CREEK RD.
SUITE 400
ENGLEWOOD, CO 80112
TEL: 720.482.9526

SECOND AMENDMENT TO LEGACY VILLAGE SUBDIVISION FILING NO. 1

A REPLAT OF LOTS 8 AND 9, BLOCK 5, LOT 46, BLOCK 4, LEGACY VILLAGE SUBDIVISION FILING NO. 1, SITUATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO
SHEET 2 OF 2

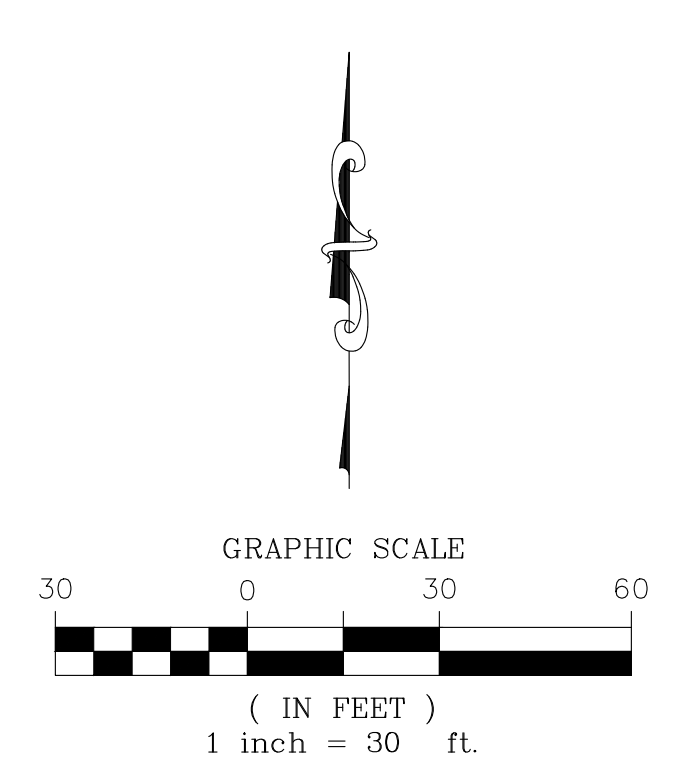


NOTES:

- BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 13 BEING MONUMENTED AT THE NORTH QUARTER CORNER OF SECTION 13 BY A FOUND 2-1/2 INCH DIAMETER ALUMINUM PIPE WITH A 3-1/4 INCH ALUMINUM CAP STAMPED "PLS 31548" WHENCE THE NORTHEAST CORNER OF SAID SECTION 13 BEING MONUMENTED BY A FOUND 2-1/2 INCH DIAMETER ALUMINUM PIPE WITH A 3-1/4 INCH ALUMINUM CAP STAMPED "LS 31548" IS ASSUMED TO BEAR SOUTH 89°16'55" EAST, A DISTANCE OF 2669.91 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.
- THIS PROPERTY IS SUBJECT TO RESERVATIONS, RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD OR IN PLACE.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY WESTWOOD PROFESSIONAL SERVICES, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, WESTWOOD PROFESSIONAL SERVICES, INC. RELIED UPON LAND TITLE GUARANTEE COMPANY PROPERTY INFORMATION BINDER ORDER NO. RND70823120, HAVING AN EFFECTIVE DATE OF NOVEMBER 7, 2023 AT 5:00 P.M.
- NON-EXCLUSIVE - 5-FOOT AND 10-FOOT UTILITY EASEMENTS LOCATED AS SHOWN ARE HEREBY GRANTED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING, BUT NOT LIMITED TO STREET LIGHTS, ELECTRIC LINES, GAS LINES, CABLE TELEVISION LINES, FIBER OPTIC LINES, AND TELEPHONE LINES, AS WELL AS PERPETUAL RIGHT FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES. SIDE LOT LINE EASEMENTS ARE ALLOWED ENCROACHMENTS FOR ROOF OVERHANGS, CANTILEVER BAY OR BOX WINDOWS, FIREPLACES, WITH A MAXIMUM TWO FOOT (2) ENCROACHMENT, LANDSCAPING WITH PLANT SHRUBS, WOODY PLANTS AND NURSERY STOCK OR OTHER CROPS MAY BE LOCATED WITHIN THESE EASEMENTS PROVIDED THEY DO NOT INTERFERE WITH THE USE OF, OBSTRUCT THE OPERATION OF, MAINTENANCE OF, OR ACCESS TO SAID SIDE LOT EASEMENT.
- ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL 08039C0480C, EFFECTIVE MARCH 17, 2011, THE SURVEYED LAND IS WITHIN FLOOD ZONE X, AN AREA OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACTS ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
- 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.

TYPE	AREA (AC.)	AREA (S.F.)	% TOTAL AREA
3 SINGLE FAMILY RESIDENTIAL LOTS	0.353	15,373	100.00

	FOUND SECTION CORNER AS DESCRIBED
	SET #5 REBAR WITH 1-1/4" BLUE PLASTIC CAP STAMPED "WESTWOOD PLS 38474"
	BLOCK NUMBER
	R.O.W. RIGHT-OF-WAY
	U.E. UTILITY EASEMENT
	EXISTING ROAD CENTERLINE
	PROPOSED EASEMENT LINE
	EXISTING EASEMENT LINE
	EXISTING 100 YEAR FLOODPLAIN
	EXISTING LOT LINE
	VACATED EASEMENT LINE
	VACATED LOT LINE



Westwood

10333 E DRY CREEK RD.
SUITE 400
ENGLEWOOD, CO 80112
TEL: 720.482.9526

TO: Zach Higgins, Community Development Director
FROM: Josue Loma, Planner, SAFEbuilt Studio through
Travis Reynolds, AICP, Planning Manager, SAFEbuilt Studio
DATE: October 20, 2023
SUBJECT: Review 2 – Replat for Legacy Village Filing 1, Amendment 1 and Amendment 2

SAFEbuilt Studio staff provides the combined second review comments for the Legacy Village Filing 1, Amendment 1 (F1A1, 1.286 acres) and Legacy Village Filing 1, Amendment 2 (F1A2, .478 acres) replat. Legacy Village F1A1 is generally located on the southeast corner of Corkscrew St and Hinds St and Legacy Village F1A2 is generally located on the southeast corner of Osmulski Dr and Yankee Boy LP in the Town of Elizabeth. Staff conducted the review in the context of Chapter 16 – Land Use and Development of the Town of Elizabeth Municipal Code and the Town’s Master Plan.

Legacy Village Filing 1, Amendment 1: Replat (Sec. 16-3-80) and Final Plat (Sec. 16-3-60)

Planning and Zoning Review:

- As the review of this project is near the end, please provide a complete submittal to include the below documents. Without a complete resubmittal, we are unable to schedule the public hearing.
 - Please provide a copy of the signed final plat for Legacy Village Filing 1
 - General warranty deed and title commitment that is current within 30 days
- Please update the project narrative to move language regarding changes to Block 4, Lot 46 from the narrative of Amendment 1 to Amendment 2.
- Please note that deleted lot lines, easements or rights-of-way shall be shown on the plat in dashed lines that are graphically different from existing vs. proposed vs. deleted with a legend provided.
- Please note that an email has been sent to Elbert County Assessors Office to clarify the details of their comment – see their comment below.

External Agency Comments:

- CORE Engineering - Town Engineer:
 - Please ensure that all new or existing labels are placed to not obscure lot dimensions.
 - Please show vacated and existing lot line types in the legend.
 - Please include the label, “Not Included in the Plat,” for all abutting lots, tracts or rights-of-way.
 - Please move boundary tags and annotation to the outside of the boundary line.
 - Please describe the size and make of the monument that the 3-1/4” aluminum cap is attached to or state the following: “unable to verify the size and material of underlying monument.”
 - Please verify and update the total lot area from the plat as it should measure 56,021 S.F.
 - Please provide updated copy of title commitment with next submittal that is current within 30 days.
 - Please update the legend type for “proposed road centerline” to “existing road centerline” since this is a replat.

- CORE Electric / IREA – Utility:
 - No comment received at this time.
- Elizabeth Fire Protection District - Fire:
 - No comment received at this time.
- Elizabeth School District:
 - No comment received at this time.
- Black Hills Energy - Utility Company:
 - No comment received at this time.
- Elbert County Assessor's Office – GIS:
 - No comment received at this time.
- Comcast:
 - No comment received at this time.
- Century Link:
 - No comment received at this time.

Legacy Village Filing 1, Amendment 2: Replat ([Sec. 16-3-80](#)) and Final Plat ([Sec. 16-3-60](#))

Planning and Zoning Review:

- As the review of this project is near the end, please provide a complete submittal to include the below documents. Without a complete resubmittal, we are unable to schedule the public hearing.
 - Final plat for Legacy Village Filing 1
 - General warranty deed and title commitment
- Please note that deleted lot lines, easements or rights-of-way shall be shown on the plat in dashed lines that are graphically different from existing vs. proposed vs. deleted with a legend provided.
- Please ensure that all new or existing labels are placed to not obscure lot dimensions.
- To be included in the project record, please update the provided project narrative for both Amendment 1 and Amendment 2 to show that block 4, lot 46A is included in Amendment 2 and not Amendment 1.

External Review Agency Comments

- CORE Engineering - Town Engineer:
 - Please ensure that the total acreage of the replat is correct and update if necessary, from .478 acres to .592 acres.
 - Please update the project description on the title page from four to five single family residential lots.
 - Please describe the size and make of the monument that the 3-1/4" aluminum cap is attached to or state the following: "unable to verify the size and material of underlying monument."
 - Please provide an updated copy of title commitment that is current within 30 days.
 - Please show vacated and existing lot line types in the legend.
 - Please include the label, "Not Included in the Plat," for all abutting lots, tracts or rights-of-w

- The legend states that the boundary corner for both parcels were set and not found – please revise.
- Please update the legend type for “proposed road centerline” to “existing road centerline” since this is a replat.
- CORE Electric / IREA – Utility:
 - No comment received at this time.
- Elizabeth Fire Protection District - Fire:
 - No comment received at this time.
- Elizabeth School District:
 - No comment received at this time.
- Black Hills Energy - Utility Company:
 - No comment received at this time.
- Elbert County Assessor’s Office – GIS:
 - Approves with no additional comments.
- Comcast:
 - No comment received at this time.
- Century Link:
 - No comment received at this time.

Referral Agency / Consultant	Discipline	Contact Information
SAFEbuilt	Community Development	Zach Higgins; zhiggins@townofelizabeth.org Travis Reynolds; treynolds@safebuilt.com Josue Loma; jloma@safebuilt.com
CORE Engineering	Town Engineer	Scott Pease, P.E.; pease@corecivil.com Manny Nunos, muno@liveyourcore.com
CORE Electric / IREA	Utility	Brooks Kaufman; BKaufman@core.coop
Elizabeth Fire Protection District (EFD)	Fire	T.J. Steck; tjs@elizabethfire.org
Elizabeth School District	Elizabeth C-1 School District	Ron Patera; rpatera@esdk12.org
Black Hills Energy	Utility Company	Jason McKune; Jason.McKune@blackhillscorp.com
Elbert County Assessor’s Office	GIS	Greg Toles; Greg.toles@elbertcounty-co.gov
Comcast		Butch_Buster@comcast.com
Century Link		Nre.Easement@centurylink.com

June 20, 2022

Community Development
Town of Elizabeth
151 S Banner St
Elizabeth, CO 80107

Re: Legacy Village Filing 1 RePlat

Dear Development Review,

On behalf of the applicant, Lennar, we are pleased to submit this Project Narrative and Application for the Legacy Village Filing 1 RePlat Documents.

The following list comprises of the development team for this project:

Applicant

Lennar, LLC
Contact: Joe Huey
9193 S Jamaica St Suite 4
Englewood, CO 80112
303-210-9822
joseph.huey@lennar.com

Civil Engineer

Westwood Professional Services
Contact: Scott Lockhart
10333 E. Dry Creek Rd., Ste. 240
Englewood, CO 80112
720.249-3583
scott.lockhart@westwoodps.com

Site Location and Zoning

Legacy Village Filing 1 is approximately 51-acres site located south of Highway 86, just east of The Town of Elizabeth, Elbert County Colorado.

The site is zoned as Planned Development, with the modifications being single family home sites.

Project Description

Filing 1 includes 126 lots for single family detached homes, open space tracts, and an open space park. The residential portion of this community will be the conventional family community.

RePlat

This proposed re-plat is intended to obtain a 44' (min) lot width and/or 34' (min) build-able home footprint. Proposed lot modifications include moving existing lot lines, and associated utility easements approximately 1.5' to obtain this width (Block 2 Lots 1-9) **Lot Exhibit 1**. There is one additional lot to be modified (Block 4 Lot 46) where the interior side easement shall be reduced to 5', and the exterior easement increased to 10' **Lot Exhibit 2**.

VariANCES:

No variANCES are being requested as part of this application. Lot sizes remain above the minimums outlined within the PUD.

Technical Compliance

The Legacy Village Filing 1 replat complies with all applicable standards and guidelines as required by the Town of Elizabeth and existing, approved PUD documents.

SECOND AMENDMENT TO LEGACY VILLAGE SUBDIVISION FILING NO. 1

Plat Review #2 Comments
10/04/2023 - Jeff Anton PLS

A REPLAT OF LOTS 6-9, BLOCK 5, LOT 46, BLOCK 4, LEGACY VILLAGE SUBDIVISION FILING NO. 1,
SITUATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO

SHEET 1 OF 2
0.478 ACRE - 4 SINGLE FAMILY RESIDENTIAL LOTS
0.592 ACRE
5

LEGAL DESCRIPTION:

PARCEL A:
A PARCEL OF LAND BEING A REPLAT OF LOTS 6-9, BLOCK 5, LEGACY VILLAGE SUBDIVISION FILING NO. 1, AS RECORDED IN THE RECORDS OF THE ELBERT COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 613908, LOCATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ELIZABETH, ELBERT COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 6 THROUGH 9, BLOCK 5, LEGACY VILLAGE SUBDIVISION FILING NO. 1.

SAID PARCEL CONTAINING A CALCULATED AREA OF 20,842 SQUARE FEET OR 0.478 ACRE, MORE OR LESS, AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND OR RIGHTS OF WAY OF WHATSOEVER NATURE.

PARCEL B:
A PARCEL OF LAND BEING A REPLAT OF LOT 46, BLOCK 4, LEGACY VILLAGE SUBDIVISION FILING NO. 1, AS RECORDED IN THE RECORDS OF THE ELBERT COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 613908, LOCATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ELIZABETH, ELBERT COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 46, BLOCK 4, LEGACY VILLAGE SUBDIVISION FILING NO. 1.

SAID PARCEL CONTAINING A CALCULATED AREA OF 4,950 SQUARE FEET OR 0.114 ACRE, MORE OR LESS, AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND OR RIGHTS OF WAY OF WHATSOEVER NATURE.

OWNERSHIP AND DEDICATION STATEMENT:

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF SECOND AMENDMENT TO LEGACY VILLAGE FILING NO. 1. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. ALL STREETS AND RIGHTS OF WAY, SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF ELIZABETH, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES.

SIGNATURE _____

AG ESSENTIAL HOUSING MULTI STATE 2, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

BY: _____

TITLE: _____

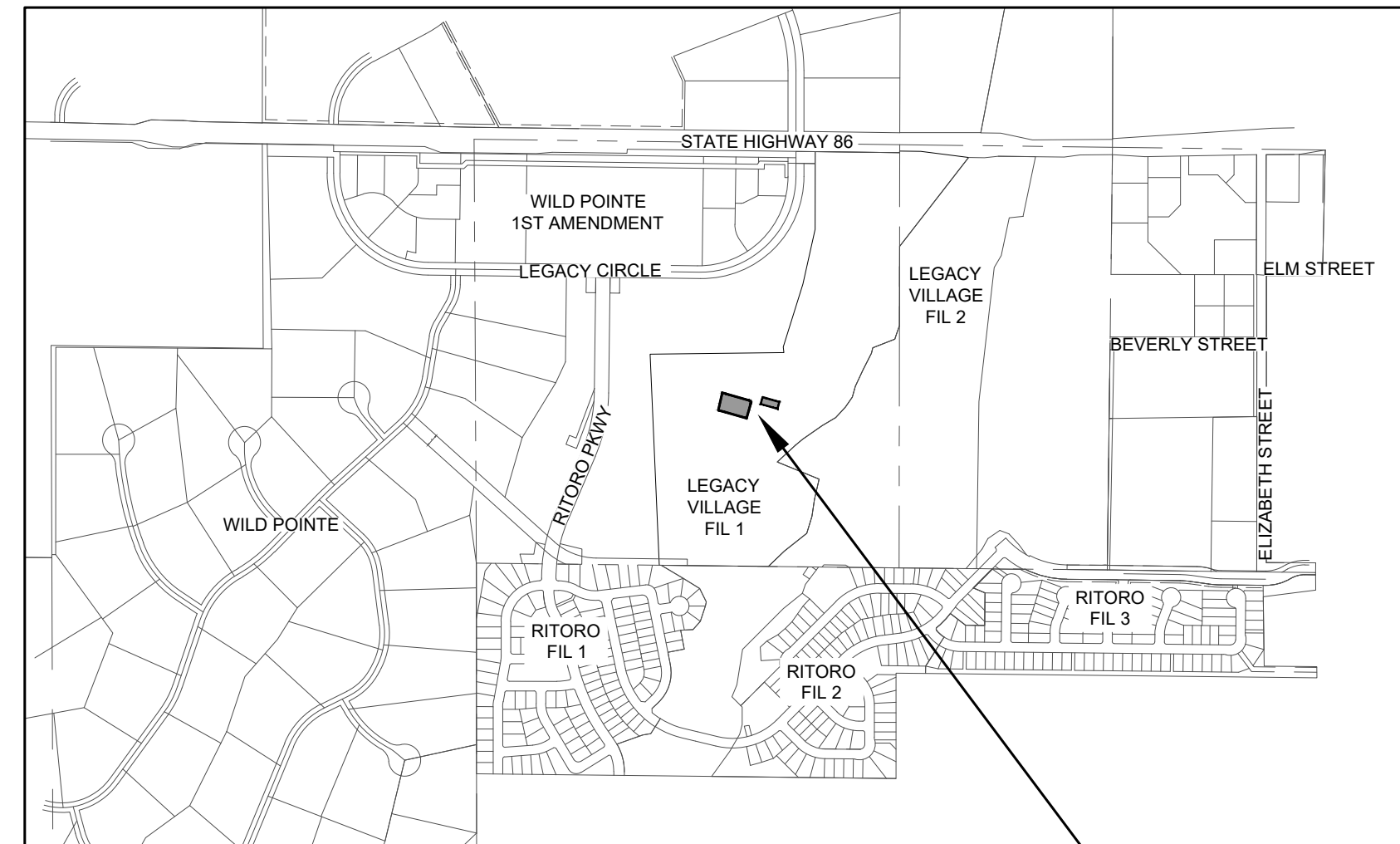
ATTEST: _____

SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY _____

WITNESS MY HAND AN OFFICIAL SEAL _____ NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



VICINITY MAP
SCALE: 1" = 1000'

PROPERTY LOCATION

BOARD OF TRUSTEES:

LOTS 6-9, BLOCK 5, LEGACY VILLAGE SUBDIVISION FILING NO. 1, IS HEREWITH AMENDED BY THIS PLAT WHICH IS HEREBY APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO, FOR FILING IN THE OFFICE OF THE ELBERT COUNTY CLERK AND RECORDER, SUBJECT TO ALL COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AGAINST AND APPURTENANT TO THE ORIGINAL PLAT RECORDED IN THE OFFICE OF THE ELBERT COUNTY CLERK AND RECORDER, RECEPTION # 613908.

MAYOR, TOWN OF ELIZABETH

ATTEST: _____

TOWN CLERK

LENDER

SIGNATURE _____

BY: LES SOWITCH

TITLE: REDSTONE BANK MARKET PRESIDENT

ATTEST: _____

SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY _____

WITNESS MY HAND AN OFFICIAL SEAL _____ NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

PLANNING COMMISSION:

THE PRELIMINARY PLAN FOR THIS PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON JANUARY 5, 2021.

CHAIR, PLANNING COMMISSION

TITLE VERIFICATION:

WE, LAND TITLE GUARANTEE COMPANY, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

BY: _____

TITLE: _____

ATTEST: _____

SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY _____

WITNESS MY HAND AN OFFICIAL SEAL _____ NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CLERK AND RECORDER'S CERTIFICATION:

STATE OF COLORADO)
COUNTY OF ELBERT) SS.

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ____ DAY OF _____, 20____,

A.D., AT _____ A.M./P.M.

AND WAS RECORDED AT RECEPTION NUMBER _____.

COUNTY CLERK AND RECORDER

SURVEYOR'S CERTIFICATION:

I, JEAN P. HALPIN, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON APRIL 12, 2023, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS.

I ATTEST THE ABOVE ON THIS ____ DAY OF _____, 20____.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
JEAN P. HALPIN, PLS NO. 38474
FOR AND ON BEHALF OF WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 400
ENGLEWOOD, CO 80112
(720)-249-3584

APPLICANT/DEVELOPER:

E86 J.V., LLC
JIM MARSHALL
7108 SOUTH ALTON WAY
ENGLEWOOD, CO 80112

ENGINEER/SURVEYOR:

WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, STE 400
ENGLEWOOD, CO 80112

Westwood

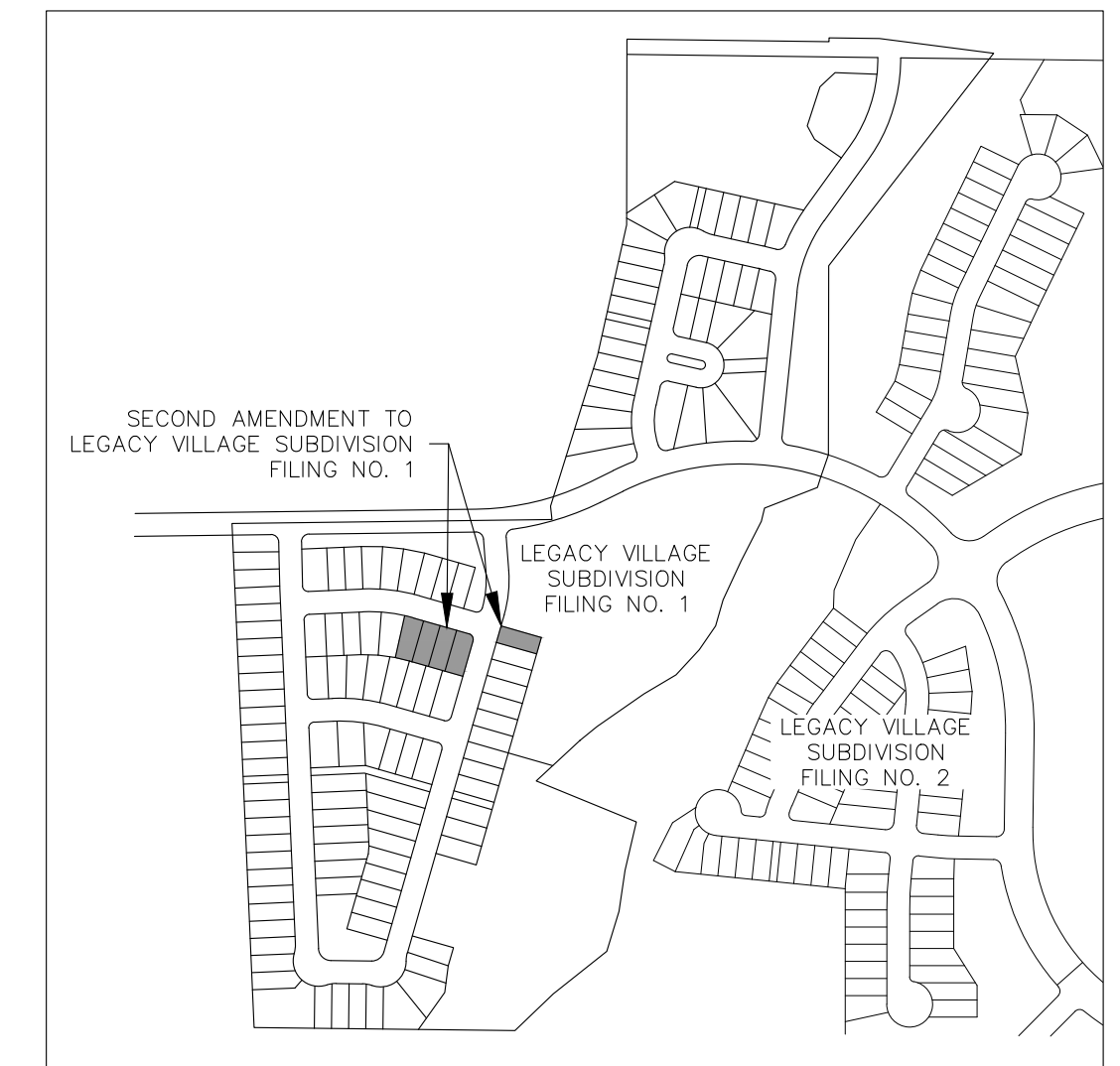
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TEL: 720.482.9526

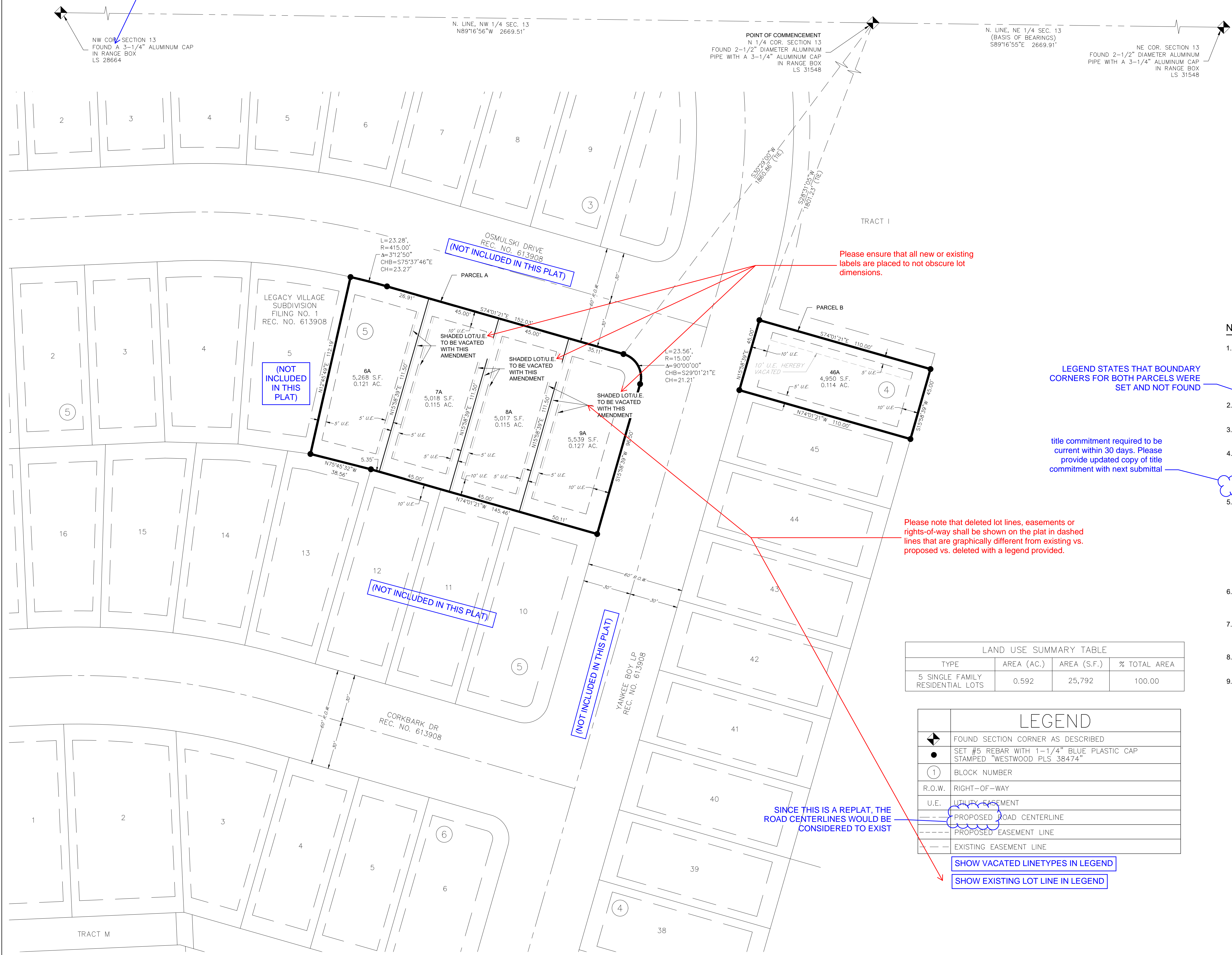
SECOND AMENDMENT TO LEGACY VILLAGE SUBDIVISION FILING NO. 1

A REPLAT OF LOTS 6-9, BLOCK 5, LOT 46, BLOCK 4, LEGACY VILLAGE SUBDIVISION FILING NO. 1, SITUATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO
SHEET 2 OF 2

describe the size and make of the monument this 3-1/4" aluminum cap is attached to, or state "unable to verify size and material of underlying monument"



KEYMAP
SCALE: 1" = 500'



Please ensure that all new or existing labels are placed to not obscure lot dimensions.

LEGEND STATES THAT BOUNDARY CORNERS FOR BOTH PARCELS WERE SET AND NOT FOUND

title commitment required to be current within 30 days. Please provide updated copy of title commitment with next submittal

Please note that deleted lot lines, easements or rights-of-way shall be shown on the plat in dashed lines that are graphically different from existing vs. proposed vs. deleted with a legend provided.

SINCE THIS IS A REPLAT, THE ROAD CENTERLINES WOULD BE CONSIDERED TO EXIST

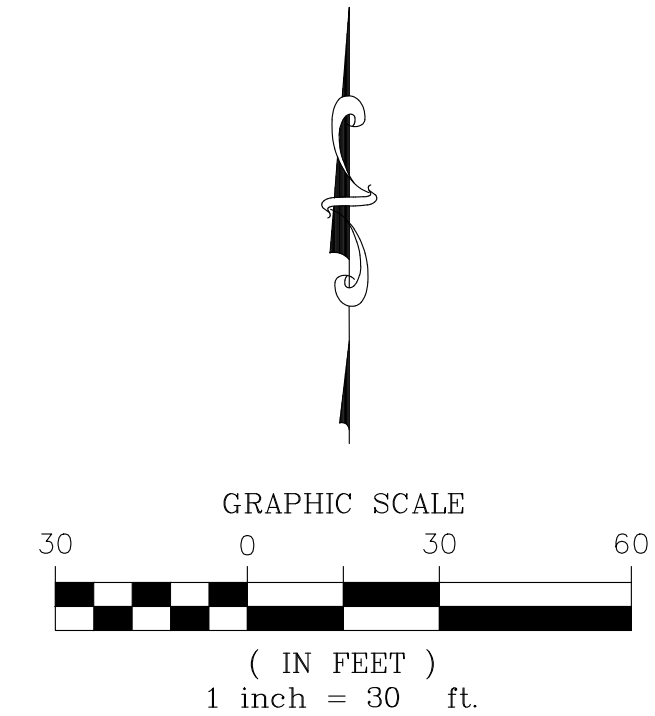
NOTES:

1. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 13 BEING MONUMENTED AT THE NORTH QUARTER CORNER OF SECTION 13 BY A FOUND 2-1/2 INCH DIAMETER ALUMINUM PIPE WITH A 3-1/4 INCH ALUMINUM CAP STAMPED "PLS 31548" WHEN THE NORTHEAST CORNER OF SAID SECTION 13 BEING MONUMENTED BY A FOUND 2-1/2 INCH DIAMETER ALUMINUM PIPE WITH A 3-1/4 INCH ALUMINUM CAP STAMPED "LS 31548" IS ASSUMED TO BEAR SOUTH 89°16'55" EAST, A DISTANCE OF 2669.91 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.
2. THIS PROPERTY IS SUBJECT TO RESERVATIONS, RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD OR IN PLACE.
3. THIS SURVEY IS BASED ON EXISTING MONUMENTS FOUND IN PLACE, AS SHOWN, DOCUMENTS OF RECORD AND THE TITLE COMMITMENT PROVIDED BY THE CLIENT.
4. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY WESTWOOD PROFESSIONAL SERVICES, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, WESTWOOD PROFESSIONAL SERVICES, INC. RELIED UPON LAND TITLE GUARANTEE COMPANY PROPERTY INFORMATION ORDER NO. ABC70750615.1, HAVING AN EFFECTIVE DATE OF APRIL 27, 2023 AT 5:00 P.M.
5. NON-EXCLUSIVE - 5-FOOT AND 10-FOOT UTILITY EASEMENTS LOCATED AS SHOWN ARE HEREBY GRANTED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING, BUT NOT LIMITED TO STREET LIGHTS, ELECTRIC LINES, GAS LINES, CABLE TELEVISION LINES, FIBER OPTIC LINES, AND TELEPHONE LINES, AS WELL AS PERPETUAL RIGHT FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES. SIDE LOT LINE EASEMENTS ARE ALLOWED ENCROACHMENTS FOR ROOF OVERHANGS, CANTILEVER BAY OR BOX WINDOWS, FIREPLACES, WITH A MAXIMUM TWO FOOT (2') ENCROACHMENT, LANDSCAPING WITH PLANT SHRUBS, WOODY PLANTS AND NURSERY STOCK OR OTHER CROPS MAY BE LOCATED WITHIN THESE EASEMENTS PROVIDED THEY DO NOT INTERFERE WITH THE USE OF, OBSTRUCT THE OPERATION OF, MAINTENANCE OF, OR ACCESS TO SAID SIDE LOT EASEMENT.
6. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL 08039C0480C, EFFECTIVE MARCH 17, 2011, THE SURVEYED LAND IS WITHIN FLOOD ZONE X, AN AREA OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
7. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACTS ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
8. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
9. 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.

TYPE	AREA (AC.)	AREA (S.F.)	% TOTAL AREA
5 SINGLE FAMILY RESIDENTIAL LOTS	0.592	25,792	100.00

	FOUND SECTION CORNER AS DESCRIBED
	SET #5 REBAR WITH 1-1/4" BLUE PLASTIC CAP STAMPED "WESTWOOD PLS 38474"
	BLOCK NUMBER
	R.O.W. RIGHT-OF-WAY
	U.E. UTILITY EASEMENT
	PROPOSED ROAD CENTERLINE
	PROPOSED EASEMENT LINE
	EXISTING EASEMENT LINE

SHOW VACATED LINETYPES IN LEGEND
SHOW EXISTING LOT LINE IN LEGEND



Westwood

10333 E DRY CREEK RD.
SUITE 400
ENGLEWOOD, CO 80112
TEL: 720.482.9526

TO: Zach Higgins, Community Development Director
FROM: Josue Loma, Planner, SAFEbuilt Studio through
Travis Reynolds, AICP, Planning Manager, SAFEbuilt Studio
DATE: June 27, 2023
SUBJECT: Review – Replat for Legacy Village Filing 1, Amendment 1 and Amendment 2

SAFEbuilt Studio staff provides the combined review comments for the Legacy Village Filing 1, Amendment 1 (F1A1, 1.286 acres) and Legacy Village Filing 1, Amendment 2 (F1A2, .478 acres) replat. Legacy Village F1A1 is generally located on the southeast corner of Corkscrew St and Hinds St and Legacy Village F1A2 is generally located on the southeast corner of Osmulski Dr and Yankee Boy LP in the Town of Elizabeth. Staff conducted the review in the context of Chapter 16 – Land Use and Development of the Town of Elizabeth Municipal Code and the Town’s Master Plan.

Legacy Village Filing 1, Amendment 1: Replat ([Sec. 16-3-80](#)) and Final Plat ([Sec. 16-3-60](#))

Planning and Zoning Review:

- A complete submittal was not received, please provided the below documents as part of the resubmittal:
 - Final plat for Legacy Village Filing 1
 - General warranty deed and title commitment
- Please update the project narrative to either remove language regarding changes to Block 4, Lot 46 or submit an updated final plat that shows the proposed changes. To simplify the process, it may be easier to make any changes to Block 4, Lot 46 via Amendment 2.
- As stated in Sec. 16-3-60 (e)(10), “deleted lot lines, easements or rights-of-way shall be shown on the plat in dashed lines, or screened, with a note and arrow pointing to the item to be vacated, stating that the lot line, easement or right-of-way is hereby vacated. (Dashed lines shall be graphically different for existing vs. proposed vs. deleted with a legend provided.)”

External Agency Comments:

- CORE Engineering - Town Engineer:
 - In the second submittal, please address changes to block 4, lot 46 and address comments made from Pre-App meeting 6/29/22 by CORE Engineering. Please see the provided comment response letter for additional information.
- CORE Electric / IREA – Utility:
 - CORE Electric Cooperative approves the replat; but the applicant may not encroach into the 5-foot side lot utility easement. Please see the provided comment response letter for additional information.
- Elizabeth Fire Protection District - Fire:
 - The referral agency has no issues with the proposed amendments - please see provided comment response letter for additional information.
- Elizabeth School District:
 - No comment received at this time.

- Black Hills Energy - Utility Company:
 - No comment received at this time.
- Elbert County Assessor's Office – GIS:
 - The comments provided are in reference to the original final plat submitted on 2/22/23 and so the subsequent resubmittal received on 6/13/23 have remedied those issues. Please see the provided comment response letter for additional information.
- Comcast:
 - No comment received at this time.
- Century Link:
 - No comment received at this time.

Legacy Village Filing 1, Amendment 2: Replat ([Sec. 16-3-80](#)) and Final Plat ([Sec. 16-3-60](#))

Planning and Zoning Review:

- A complete submittal was not received, please provided the below documents as part of the resubmittal:
 - Final plat for Legacy Village Filing 1
 - General warranty deed and title commitment
- Please update the numbering of the lots to read 1A, 2A, etc.
- Please update the block number on page two as it currently reads as Block 1 but should be referencing Block 5.
- As stated in Sec. 16-3-60 (e)(10), “deleted lot lines, easements or rights-of-way shall be shown on the plat in dashed lines, or screened, with a note and arrow pointing to the item to be vacated, stating that the lot line, easement or right-of-way is hereby vacated. (Dashed lines shall be graphically different for existing vs. proposed vs. deleted with a legend provided.)”

External Review Agency Comments

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 - CORE Electric Cooperative approves the replat; but the applicant may not encroach into the 5-foot side lot utility easement. Please see the provided comment response letter for additional information.
- Elizabeth Fire Protection District - Fire:
 - The referral agency has no issues with the proposed amendments - please see provided comment response letter for additional information.
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 - No comment received at this time.
- Black Hills Energy - Utility Company:

- No comment received at this time.
- Elbert County Assessor’s Office – GIS:
 - The comments provided are in reference to the original final plat submitted on 2/22/23 and so the subsequent resubmittal received on 6/13/23 have remedied those issues. Please see the provided comment response letter for additional information.
- Comcast:
 - No comment received at this time.
- Century Link:
 - No comment received at this time.

Referral Agency / Consultant	Discipline	Contact Information
SAFEbuilt	Community Development	Zach Higgins; zhiggins@townofelizabeth.org Travis Reynolds; treynolds@safebuilt.com Josue Loma; jloma@safebuilt.com
CORE Engineering	Town Engineer	Scott Pease, P.E.; pease@corecivil.com Manny Nunos, mnuno@liveyourcore.com
CORE Electric / IREA	Utility	Brooks Kaufman; BKaufman@core.coop
Elizabeth Fire Protection District (EFD)	Fire	T.J. Steck; tjs@elizabethfire.org
Elizabeth School District	Elizabeth C-1 School District	Ron Patera; rpatera@esdk12.org
Black Hills Energy	Utility Company	Jason McKune; Jason.McKune@blackhillscorp.com
Elbert County Assessor’s Office	GIS	Greg Toles; Greg.toles@elbertcounty-co.gov
Comcast		Butch_Buster@comcast.com
Century Link		Nre.Easement@centurylink.com

SECOND AMENDMENT TO LEGACY VILLAGE SUBDIVISION FILING NO. 1

A REPLAT OF LOTS 6-9, BLOCK 5, LEGACY VILLAGE SUBDIVISION FILING NO. 1,
 SITUATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
 TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO
 SHEET 1 OF 2
 0.478 ACRE - 4 SINGLE FAMILY RESIDENTIAL LOTS

Update language to include details regarding block 4, lot 46, if applicable.

Update language to include details regarding block 4, lot 46, if applicable.

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A REPLAT OF LOTS 6-9, BLOCK 5, LEGACY VILLAGE SUBDIVISION FILING NO. 1, AS RECORDED IN THE RECORDS OF THE ELBERT COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 613908, LOCATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ELIZABETH, ELBERT COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 6 THROUGH 9, BLOCK 5, LEGACY VILLAGE SUBDIVISION FILING NO. 1.

SAID PARCEL CONTAINING A CALCULATED AREA OF 20,842 SQUARE FEET OR 0.478 ACRE, MORE OR LESS, AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND OR RIGHTS OF WAY OF WHATSOEVER NATURE.

OWNERSHIP AND DEDICATION STATEMENT:

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF SECOND AMENDMENT TO LEGACY VILLAGE FILING NO. 1. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. ALL STREETS AND RIGHTS OF WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF ELIZABETH, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES.

SIGNATURE

AG ESSENTIAL HOUSING MULTI STATE 2, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

BY: _____

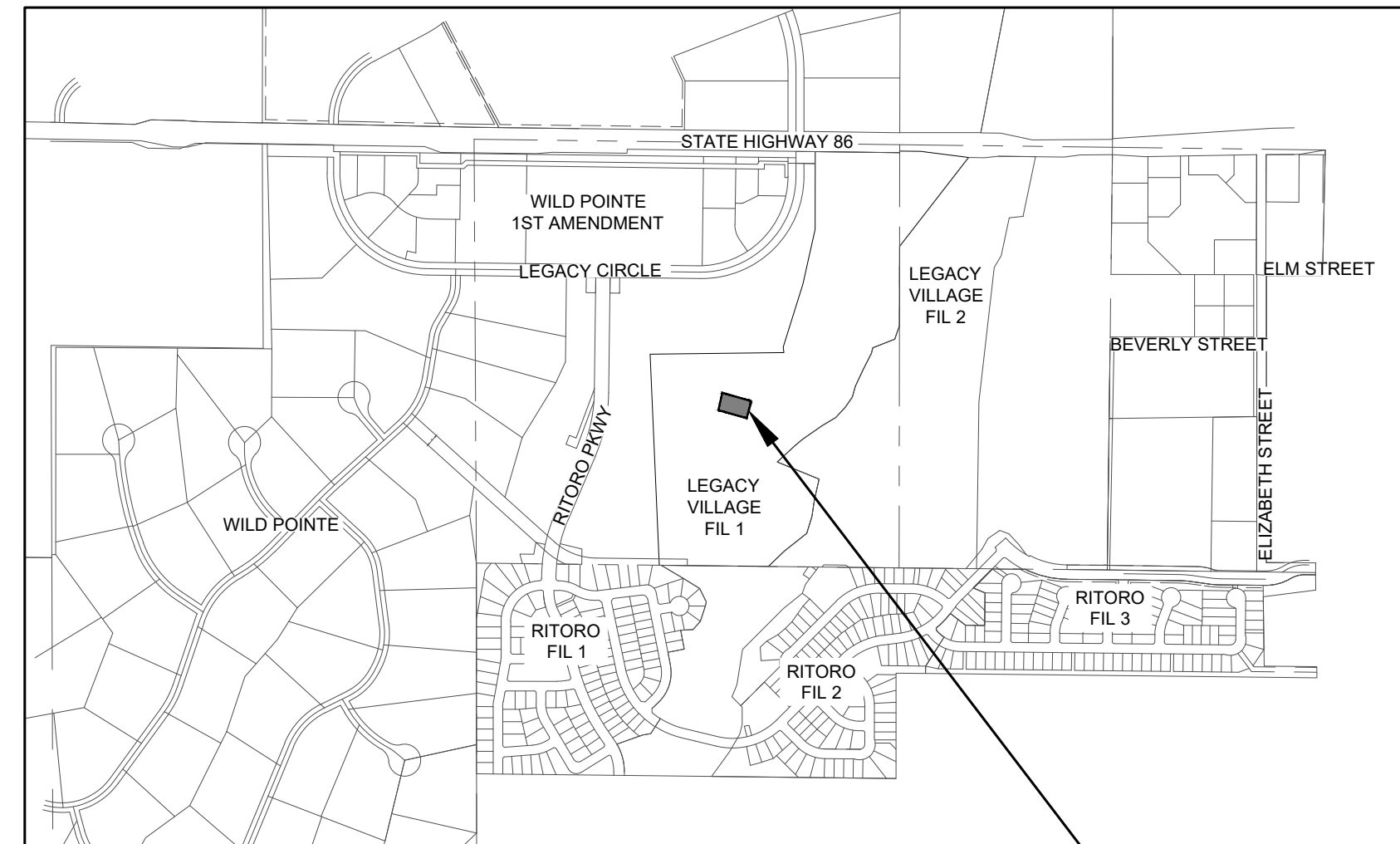
TITLE: _____

ATTEST: _____
 SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY

WITNESS MY HAND AN OFFICIAL SEAL _____
 NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



VICINITY MAP
 SCALE: 1" = 1000'

PROPERTY LOCATION

BOARD OF TRUSTEES:

LOTS 6-9, BLOCK 5, LEGACY VILLAGE SUBDIVISION FILING NO. 1, IS HEREWITH AMENDED BY THIS PLAT WHICH IS HEREBY APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO, FOR FILING IN THE OFFICE OF THE ELBERT COUNTY CLERK AND RECORDER, SUBJECT TO ALL COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AGAINST AND APPURTENANT TO THE ORIGINAL PLAT RECORDED IN THE OFFICE OF THE ELBERT COUNTY CLERK AND RECORDER, RECEPTION # 613908.

 MAYOR, TOWN OF ELIZABETH

ATTEST: _____
 TOWN CLERK

LENDER

 SIGNATURE

BY: LES SOWITCH

TITLE: REDSTONE BANK MARKET PRESIDENT

ATTEST: _____
 SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY

WITNESS MY HAND AN OFFICIAL SEAL _____
 NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

PLANNING COMMISSION:

THE PRELIMINARY PLAN FOR THIS PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON JANUARY 5, 2021.

 CHAIR, PLANNING COMMISSION

TITLE VERIFICATION:

WE, LAND TITLE GUARANTEE COMPANY, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

BY: _____

TITLE: _____

ATTEST: _____
 SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY

WITNESS MY HAND AN OFFICIAL SEAL _____
 NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CLERK AND RECORDER'S CERTIFICATION:

STATE OF COLORADO)
) SS.
 COUNTY OF ELBERT)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ____ DAY OF _____, 20____,

A.D., AT _____ A.M./P.M.

AND WAS RECORDED AT RECEPTION NUMBER _____.

 COUNTY CLERK AND RECORDER

SURVEYOR'S CERTIFICATION:

I, JEAN P. HALPIN, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON APRIL 12, 2023, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS.

I ATTEST THE ABOVE ON THIS ____ DAY OF _____, 20____.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
 JEAN P. HALPIN, PLS NO. 38474
 FOR AND ON BEHALF OF WESTWOOD PROFESSIONAL SERVICES, INC.
 10333 E. DRY CREEK ROAD, SUITE 400
 ENGLEWOOD, CO 80112
 (720)-249-3584

APPLICANT/DEVELOPER:
 E86 J.V., LLC
 JIM MARSHALL
 7108 SOUTH ALTON WAY
 ENGLEWOOD, CO 80112

ENGINEER/SURVEYOR:
 WESTWOOD PROFESSIONAL SERVICES, INC.
 10333 E. DRY CREEK ROAD, STE 400
 ENGLEWOOD, CO 80112

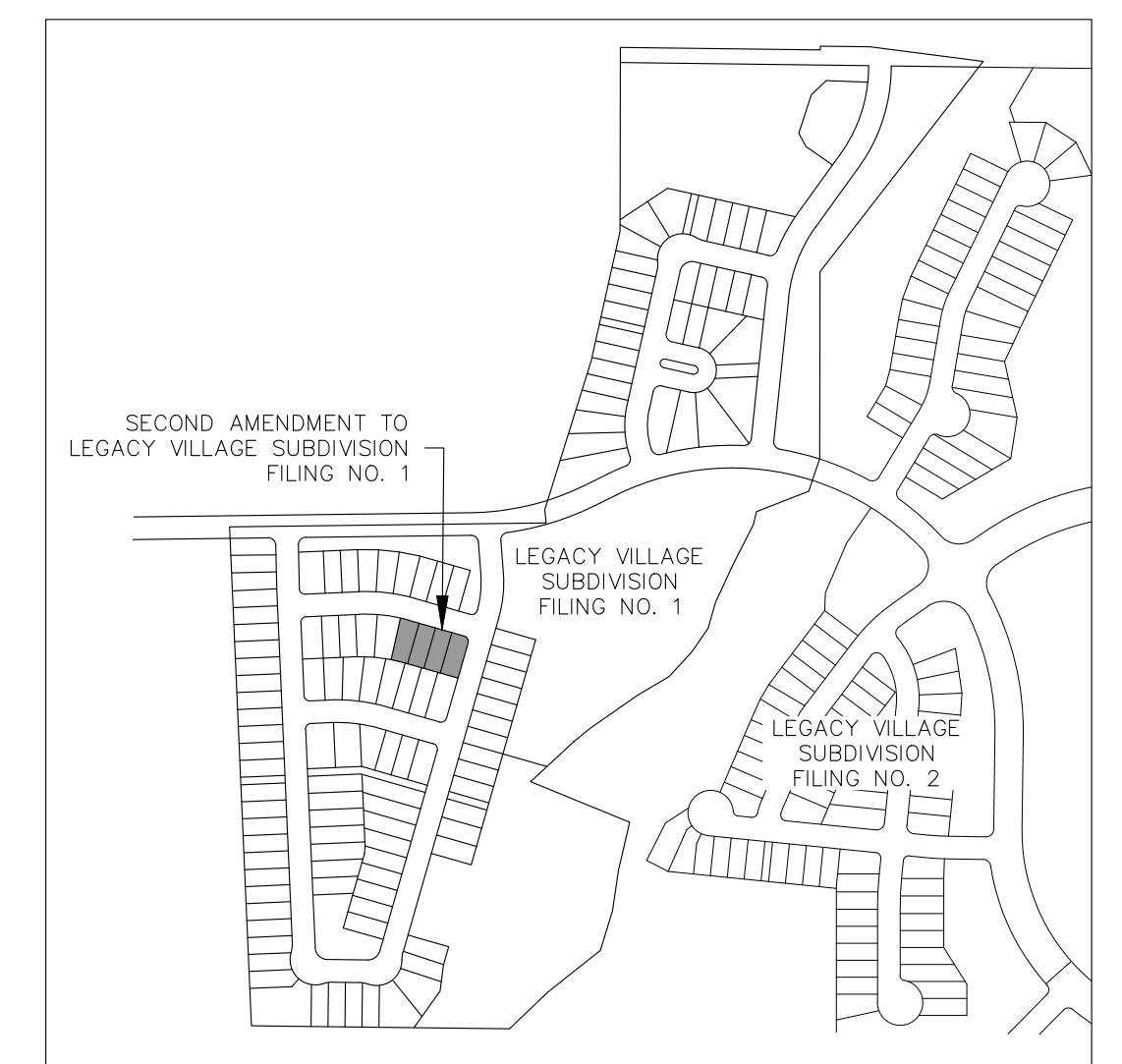
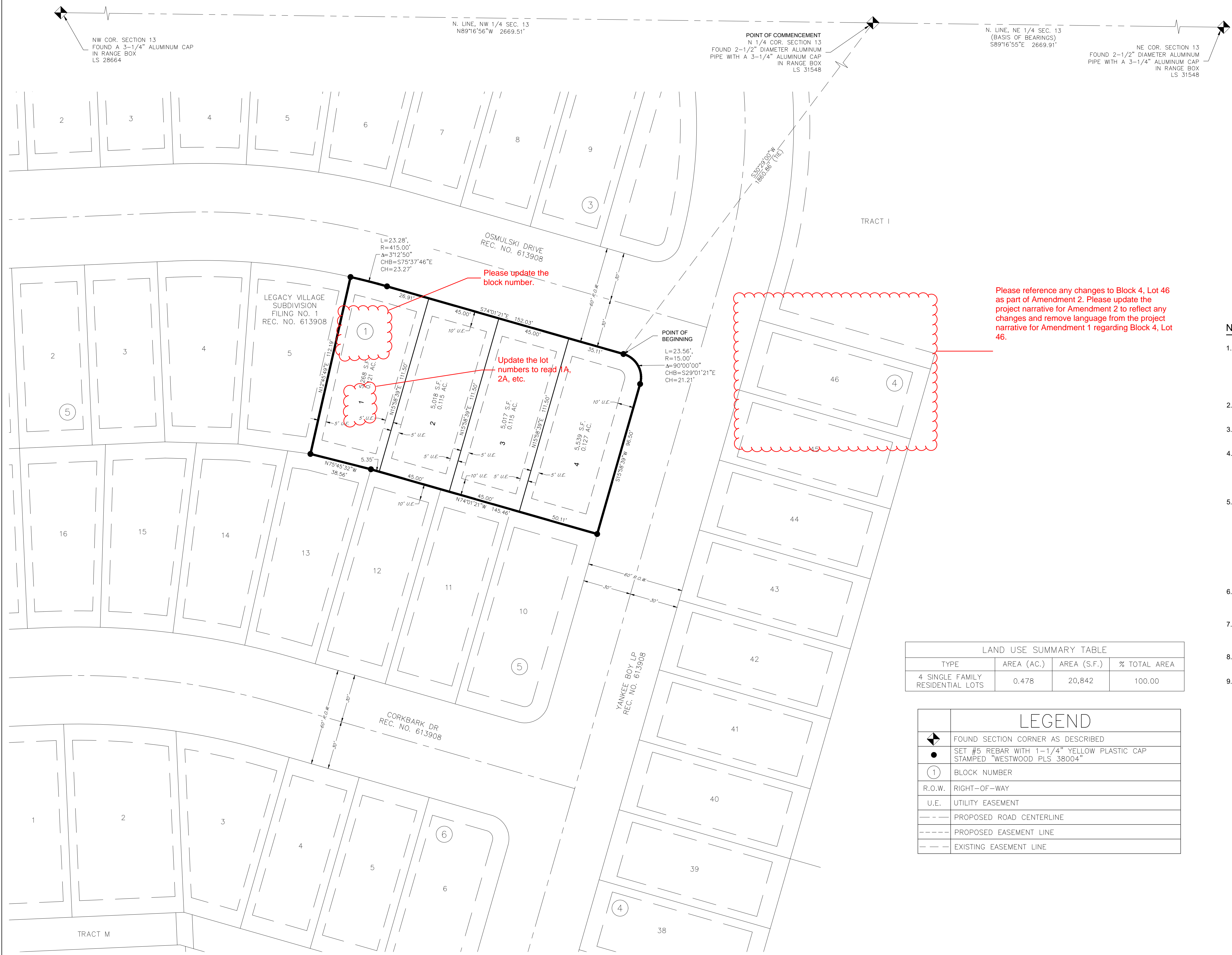
Westwood

Westwoodps.com
 Westwood Professional Services, Inc.

10333 E DRY CREEK RD.
 SUITE 400
 ENGLEWOOD, CO 80112
 TEL: 720.482.9526

SECOND AMENDMENT TO LEGACY VILLAGE SUBDIVISION FILING NO. 1

A REPLAT OF LOTS 6-9, BLOCK 5, LEGACY VILLAGE SUBDIVISION FILING NO. 1,
SITUATED IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO
SHEET 2 OF 2



Please update the block number.

Please reference any changes to Block 4, Lot 46 as part of Amendment 2. Please update the project narrative for Amendment 2 to reflect any changes and remove language from the project narrative for Amendment 1 regarding Block 4, Lot 46.

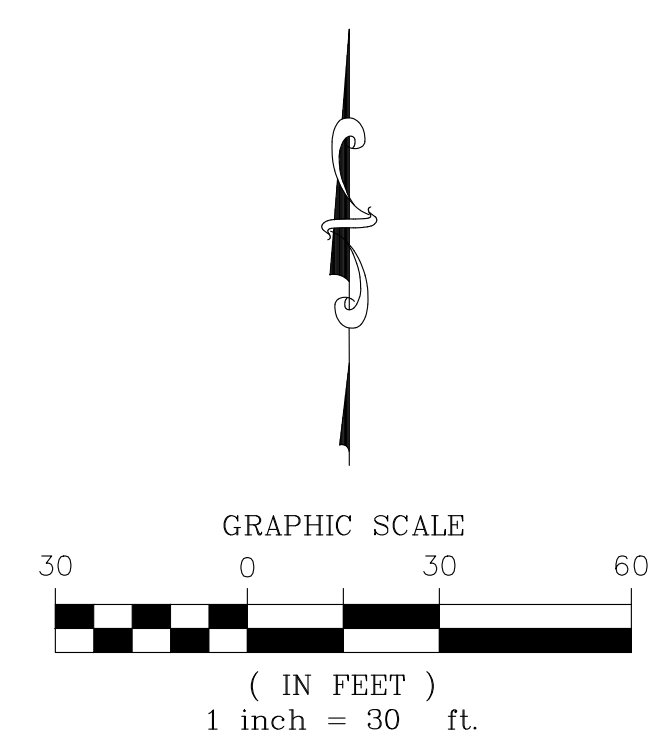
Update the lot numbers to read 1A, 2A, etc.

NOTES:

1. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 13 BEING MONUMENTED AT THE NORTH QUARTER CORNER OF SECTION 13 BY A FOUND 2-1/2 INCH DIAMETER ALUMINUM PIPE WITH A 3-1/4 INCH ALUMINUM CAP STAMPED "PLS 31548" WHENCE THE NORTHEAST CORNER OF SAID SECTION 13 BEING MONUMENTED BY A FOUND 2-1/2 INCH DIAMETER ALUMINUM PIPE WITH A 3-1/4 INCH ALUMINUM CAP STAMPED "LS 31548" IS ASSUMED TO BEAR SOUTH 89°16'55" EAST, A DISTANCE OF 2669.91 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.
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8. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
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TYPE	AREA (AC.)	AREA (S.F.)	% TOTAL AREA
4 SINGLE FAMILY RESIDENTIAL LOTS	0.478	20,842	100.00

	FOUND SECTION CORNER AS DESCRIBED
	SET #5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "WESTWOOD PLS 38004"
	BLOCK NUMBER
	R.O.W. RIGHT-OF-WAY
	U.E. UTILITY EASEMENT
	PROPOSED ROAD CENTERLINE
	PROPOSED EASEMENT LINE
	EXISTING EASEMENT LINE



Westwood

10333 E DRY CREEK RD.
SUITE 400
ENGLEWOOD, CO 80112
TEL: 720.482.9526



June 23, 2023

Ms. Dianna Hiatt
Community Development Administrative Assistant
Town of Elizabeth
151 S Banner Street
Elizabeth, CO 80107

RE: Legacy Village Filing 1 Plat Amendment 1 & 2

Dear Ms. Hiatt

We have completed our review of the 1st and 2nd Amendment to the Legacy Village Filing 1 Final Plat. Our comments are identified below and unless noted otherwise, are relative to both Amendments 1 & 2.

1. The proposed Easement revision to Block 4 Lot 46, needs to be included on one of these amendments or presented in some other form.
2. Please reference our comments from the Pre-App meeting of 6/29/22, in which we had requested the following, which are not included in this current submittal:
 - The old lot lines and Easement lines need to be shown in the background of the new line work, and should be identified as “herby vacated” or “revised” or similar.
 - A separate exhibit which identifies the as built locations of the water and san services relative to the new lot lines.

Should you have any questions, please feel free to contact me at (303) 730-5985 or by email at mnuno@liveyourcore.com

Sincerely,
CORE Consultants, Inc.

Manny Nuno, PE, CFM, LEED AP, CPESC
Project Manager



3473 South Broadway
Englewood, Colorado 80113
303.703.4444
LIVEYOURCORE.CO

Josue Loma

From: Brooks Kaufman <BKaufman@core.coop>
Sent: Tuesday, June 13, 2023 7:53 AM
To: Josue Loma
Cc: Travis Reynolds; Zach Higgins; acramer@townofelizabeth.org
Subject: RE: Referral - Town of Elizabeth - Legacy Village Filing 1, Amendment 2

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mr. Loma;

CORE Electric Cooperative approves the replat; but the applicant may not encroach into the 5-foot side lot utility easement.

No improvements that conflict with or interfere with construction, maintenance or access to utilities shall be placed within the utility easements. Prohibited improvements include, but are not limited to, permanent structures, buildings, counter-forts, decks, stairs, window wells, air conditioning units, retaining walls/components and other objects that may interfere with the utility facilities or access, use and maintenance thereof. Prohibited improvements may be removed by the entities responsible for providing the utility services. The owners of the property subject to or adjacent to the utility easements shown herein are responsible for the maintenance and operation of such areas, which does not include utility lines and related facilities. When the owner(s) or adjacent owners fail to adequately maintain such utility easements, including the removal of prohibited improvements, the maintenance, operation, reconstruction and removal shall be at the cost of the owner(s).

The utility easements as shown hereon are hereby dedicated for public utilities, cable communication systems fiber and other purposes as shown hereon. The entities responsible for providing the utility services for which the easements are established are hereby granted the perpetual right of ingress and egress from and to adjacent properties for installation, maintenance and replacement of utility lines and related facilities.

Respectfully

Brooks Kaufman
Lands and Rights of Way Manager

800.332.9540 MAIN
720.733.5493 DIRECT
303.912.0765 MOBILE

www.core.coop



The Energy to Thrive™



From: Josue Loma <jloma@safebuilt.com>

Sent: Friday, June 2, 2023 2:53 PM

Cc: Travis Reynolds <treynolds@safebuilt.com>; Zach Higgins <zhiggins@townofelizabeth.org>; acramer@townofelizabeth.org

Subject: Referral - Town of Elizabeth - Legacy Village Filing 1, Amendment 2

CAUTION:

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

SUBJECT: Town of Elizabeth – Legacy Village Subdivision Filing 1, Amendment 2 – LDC [Sec. 16-3-80 for a Replat, vacation, or plat amendment](#)

PROJECT NAME: Legacy Village Subdivision Filing 1, Amendment 2

LEGAL DESCRIPTION: Northwest Quarter of Section 13, Township 6 South, Range 65 West of the 6th P.m., Town of Elizabeth | Legacy Village Filing 1, as recorded in Elbert County, CO

PROJECT LOCATION: SE Corner of Osmulski Dr and Yankee Boy LP, Elizabeth, Colorado | [Google Maps](#)

APPLICATION TYPE: Replat, vacation, or plat amendment – See LDC [Sec. 16-3-80](#)

APPLICANT: Lennar Colorado represented by Joe Huey, (303) 754-0600 | joseph.huey@lennar.com

CASE MANAGER: Josue Loma (he/him), on behalf of the Town of Elizabeth and Zach Higgins

COMMENTS DUE: Friday, June 23, 2023

The Town of Elizabeth has received a second application to replat four lots within the Legacy Village Filing 1 Subdivision. The replat will be processed as Legacy Village Filing 1, Amendment 2 and will impact Block 5, Lots 6 – 9 to shift the interior side lot line by 1.1’ to the east. As stated in the zoning code, a request for a replat shall be reviewed in accordance with the Final Plat process, [Sec. 16-3-60](#).

Click [HERE](#) to access submittal documents via DropBox.

Please review and provide comments by replying to this email by the due date above so that we may give full consideration to your comments. Don't hesitate to let me know if you need to request an extension, so we may also communicate it to the applicant. If you have any questions about this application, please contact me.

Thank you,

Josue

Josue Loma – Colorado Planner | SAFEbuilt Studio | Denver, CO | [720.346.2145](tel:720.346.2145)

Josue Loma

From: Taylor Clark <t.clark@elizabethfire.org>
Sent: Friday, June 16, 2023 1:28 PM
To: Josue Loma
Subject: Legacy Village Subdivision Filing 1 Amendment 1 & Amendment 2

Hi Josue,

We have received the Legacy Village Subdivision Filing 1 Amendment 1 and Amendment 2. Fire has no issues with either of those amendments.

Please let me know if you have any questions.

Thank you,

Taylor Clark

Human Resources Generalist – Executive Assistant
Elizabeth Fire Protection District
t.clark@elizabethfire.org
Direct: 303-800-1884
Main: 303-646-3800



From: [Greg Toles](#)
To: [Josue Loma](#)
Subject: RE: [External] Referral 2 - Town of Elizabeth - Legacy Village Filing 1, Amendment 2
Date: Monday, September 25, 2023 8:57:03 AM

Amendment 2 looks good.

Greg Toles

GIS Analyst

Assessor's Office

303-621-3111

greg.toles@elbertcounty-co.gov

From: Josue Loma <jloma@safebuilt.com>
Sent: Friday, September 22, 2023 1:21 PM
Cc: Travis Reynolds <treynolds@safebuilt.com>; Zach Higgins <zhiggins@townofelizabeth.org>;
Alexandra Cramer <acramer@townofelizabeth.org>
Subject: [External] Referral 2 - Town of Elizabeth - Legacy Village Filing 1, Amendment 2

SUBJECT: Town of Elizabeth – Legacy Village Subdivision Filing 1, Amendment 2 – LDC [Sec. 16-3-80 for a Replat, vacation, or plat amendment](#)

PROJECT NAME: Legacy Village Subdivision Filing 1, Amendment 2

LEGAL DESCRIPTION: Northwest Quarter of Section 13, Township 6 South, Range 65 West of the 6th P.m., Town of Elizabeth | Legacy Village Filing 1, as recorded in Elbert County, CO

PROJECT LOCATION: SE Corner of Osmulski Dr and Yankee Boy LP, Elizabeth, Colorado | [Google Maps](#)

APPLICATION TYPE: Replat, vacation, or plat amendment – See LDC [Sec. 16-3-80](#)

APPLICANT: Lennar Colorado represented by Scott Lockhart, (720) 249-3583 | scott.lockhart@westwoodps.com

CASE MANAGER: [Josue Loma](#) (he/him), on behalf of the Town of Elizabeth and Zach Higgins

COMMENTS DUE: Friday, October 6, 2023

The Town of Elizabeth has received **2nd submittal** (attached) for Legacy Village Filing 1, Amendment 2 to replat four lots within the Legacy Village Filing 1 Subdivision. The replat will be processed as Legacy Village Filing 1, Amendment 2 and will impact Block 5, Lots 6 – 9 to shift the interior side lot line by 1.1' to the east. As stated in the zoning code, a request for a replat shall be reviewed in accordance with the Final Plat process, [Sec. 16-3-60](#).

Please provide comments by replying to this email by the due date above so that we may consider your comments. If you need an extension or have any questions about this application, please do not hesitate to contact me.

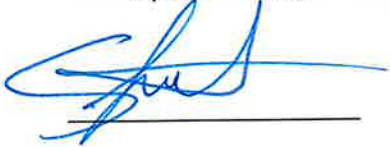
Thank you,

Exhibit C

SIGN POSTING AFFIDAVIT

(Attach Photo Here)

3-3-24, The above sign was posted on (date) pursuant to the Town of Elizabeth Land Development Code, by (Applicant or Representative).



Signature

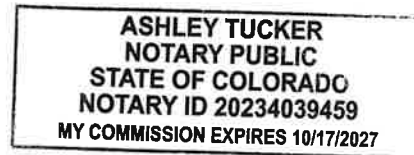
STATE OF COLORADO)

) ss.

COUNTY OF Elbert)

Subscribed and sworn to before me this 4 day of March, 2024, by Ashley Tucker.

My commission expires: 10/17/2027.

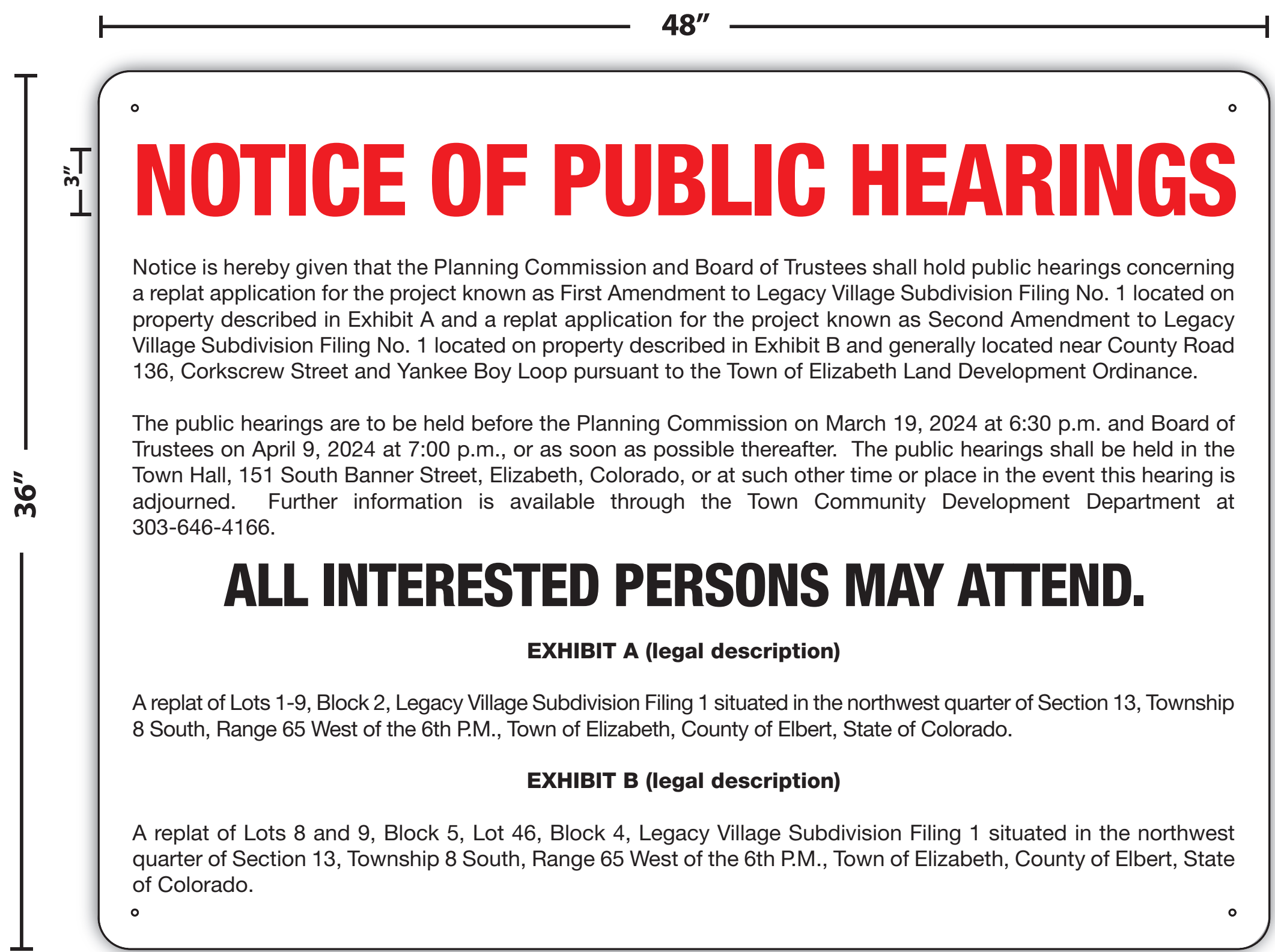


(SEAL)



Notary Public





NOTICE OF PUBLIC HEARINGS

Notice is hereby given that the Planning Commission and Board of Trustees shall hold public hearings concerning a replat application for the project known as First Amendment to Legacy Village Subdivision Filing No. 1 located on property described in Exhibit A and a replat application for the project known as Second Amendment to Legacy Village Subdivision Filing No. 1 located on property described in Exhibit B and generally located near County Road 136, Corkscrew Street and Yankee Boy Loop pursuant to the Town of Elizabeth Land Development Ordinance.

The public hearings are to be held before the Planning Commission on March 19, 2024 at 6:30 p.m. and Board of Trustees on April 9, 2024 at 7:00 p.m., or as soon as possible thereafter. The public hearings shall be held in the Town Hall, 151 South Banner Street, Elizabeth, Colorado, or at such other time or place in the event this hearing is adjourned. Further information is available through the Town Community Development Department at 303-646-4166.

ALL INTERESTED PERSONS MAY ATTEND.

EXHIBIT A (legal description)

A replat of Lots 1-9, Block 2, Legacy Village Subdivision Filing 1 situated in the northwest quarter of Section 13, Township 8 South, Range 65 West of the 6th P.M., Town of Elizabeth, County of Elbert, State of Colorado.

EXHIBIT B (legal description)

A replat of Lots 8 and 9, Block 5, Lot 46, Block 4, Legacy Village Subdivision Filing 1 situated in the northwest quarter of Section 13, Township 8 South, Range 65 West of the 6th P.M., Town of Elizabeth, County of Elbert, State of Colorado.



PROOF VERSION - 1

Client: Westwood PS

Job No.: 6674DM

Project: Notice Sign

Date: 02/27/2024

Install and Production Facility
565 E. 70th Ave., Unit 1E, Denver, CO 80229

303.295.SIGN

A VISUAL MEDIA RESOURCE COMPANY

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RePlat#2

<u>LOT</u>	<u>Owner Name</u>	<u>Address</u>
1115	LENNAR COLORADO LLC	9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
1125	CORDOVA FORREST CHRISTY DIANE	1125 OSMULSKI DRIVE, ELIZABETH CO 80107
1135	LENNAR COLORADO LLC	9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
1145	LENNAR COLORADO LLC	9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
1155	LENNAR COLORADO LLC	9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
1165	LENNAR COLORADO LLC	9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
1175	LENNAR COLORADO LLC	9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
1185	LENNAR COLORADO LLC	9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
1195	LENNAR COLORADO LLC	9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
1114	LENNAR COLORADO LLC	9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
1124	LENNAR COLORADO LLC	9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
1134	LENNAR COLORADO LLC	9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
1144	PHILIP GATES	1144 OSMULSKI DRIVE, ELIZABETH CO 80107
1154	LENNAR COLORADO LLC	9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
1164	LENNAR COLORADO LLC	9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
1174	LENNAR COLORADO LLC	9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
1184	LENNAR COLORADO LLC	9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
1194	LENNAR COLORADO LLC	9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
1193	LENNAR COLORADO LLC	9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
1183	LENNAR COLORADO LLC	9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
1173	LENNAR COLORADO LLC	9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
1163	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255
1153	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255
1143	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255
1133	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255
1123	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255
1122	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255
1132	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255
1142	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255
1162	LENNAR COLORADO LLC	9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
1182	LENNAR COLORADO LLC	9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
1192	LENNAR COLORADO LLC	9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
888	LENNAR COLORADO LLC	9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
884	PHILIP ZACHARY YOST	884 YANKEE BOY LOOP, ELIZABETH CO 80107
868	LENNAR COLORADO LLC	9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
864	LENNAR COLORADO LLC	9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
848	LENNAR COLORADO LLC	9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
844	LENNAR COLORADO LLC	9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
838	LENNAR COLORADO LLC	9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
834	LENNAR COLORADO LLC	9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
828	LENNAR COLORADO LLC	9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
824	LENNAR COLORADO LLC	9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
808	LENNAR COLORADO LLC	9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
804	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255
798	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255
794	AG ESSENTIAL HOUSING MULTI STATE TWO LLC	8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255

778 AG ESSENTIAL HOUSING MULTI STATE TWO LLC
774 AG ESSENTIAL HOUSING MULTI STATE TWO LLC
768 AG ESSENTIAL HOUSING MULTI STATE TWO LLC
795 AG ESSENTIAL HOUSING MULTI STATE TWO LLC
779 AG ESSENTIAL HOUSING MULTI STATE TWO LLC
775 AG ESSENTIAL HOUSING MULTI STATE TWO LLC
769 AG ESSENTIAL HOUSING MULTI STATE TWO LLC
765 AG ESSENTIAL HOUSING MULTI STATE TWO LLC
645 AG ESSENTIAL HOUSING MULTI STATE TWO LLC
639 AG ESSENTIAL HOUSING MULTI STATE TWO LLC
635 AG ESSENTIAL HOUSING MULTI STATE TWO LLC
629 AG ESSENTIAL HOUSING MULTI STATE TWO LLC
625 AG ESSENTIAL HOUSING MULTI STATE TWO LLC
634 LENNAR COLORADO LLC
628 LENNAR COLORADO LLC
624 LENNAR COLORADO LLC
608 LENNAR COLORADO LLC
604 LENNAR COLORADO LLC
598 LENNAR COLORADO LLC
594 LENNAR COLORADO LLC
578 LENNAR COLORADO LLC
574 SCHRADER KURT PAUL ERICH
568 LENNAR COLORADO LLC
564 SCHRADER AMIEE DYAN
558 LENNAR COLORADO LLC
554 LENNAR COLORADO LLC

8585 E HARTFORD STE 118, SCOTTSDALE AZ 85255
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9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
574 YANKEE BOY LOOP, ELIZABETH CO 80107
9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
564 YANKEE BOY LOOP, ELIZABETH CO 80107
9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112
9193 S JAMAICA ST STE 400, ENGLEWOOD CO 80112

RESOLUTION 24R18

A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE FINAL PLAT FOR THE LEGACY VILLAGE SUBDIVISION FILING NO. 1 WITHIN THE TOWN OF ELIZABETH, BLOCK 5, LOTS 8 THROUGH 9, AND BLOCK 4, LOT 46.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO AS FOLLOWS:

Section 1. The Final Plat for the Second Amendment to the LEGACY VILLAGE SUBDIVISION FILING No. 1, which is more particularly described in **Exhibit A**, is hereby approved.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2024, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Tammy Payne, Mayor

ATTEST

Michelle M. Oeser, Town Clerk



TO: Honorable Mayor and Board of Trustees

FROM: Zach Higgins, AICP Community Development Director
Alexandra Cramer, Planner/Project Manager

DATE: April 9th, 2024

SUBJECT: Ordinance 24-02

SUMMARY

Approval of Ordinance 24-02 would amend various provisions in Chapter 16 of the Town of Elizabeth Municipal Code. Section I of Ordinance 24-02 pertains to Chapter 16 Article II, the site plan submittal requirements. Section II of Ordinance 24-02 pertains to Chapter 16 Article II, the site plan review procedures and requirements for approval. Section III of Ordinance 24-02 contains revisions to Chapter 16 Article I regarding definitions pertaining to Beverage Processing and Short Term Rentals. Section IV of Ordinance 24-02 amends Tables 16-1, 16-3, and 16-5 to include STRS and Beverage Processing. Section V of Ordinance 24-02 pertains to Chapter 16 Article III of the EMC amending the plat process to include administrative approvals of specific requests. Section VI of Ordinance 24-02 pertains to Chapter 16 Article IX amending language regarding accessory dwelling units (ADU).

Site Plan Requirements and Review Procedures

Approval of Ordinance 24-02 would amend Article II of the Elizabeth Municipal Code regarding the submittal requirements and review procedures for site plans. The proposed amendment seeks to update Section 16-2-30 to require applicants to submit all application materials in digital format rather than physical copies. This change aims to streamline processes, reduce paper waste, and enhance accessibility to planning documents for staff and the public. The proposed amendment also includes revisions to Section 16-2-30 and 16-2-40 regarding civil engineering requirements for site plan submittals. These revisions aim to clarify and update the standards for engineering submissions, ensuring consistency and compliance with current industry practices.

Beverage Processing

Ordinance 24-02 also seeks to amend Article I of the Elizabeth Municipal Code regarding Beverage Processing land use. The proposed amendment would include an addition of Beverage Processing land

use to be included in Table 16-5 and include a definition for the land use in Section 16-1-20 as summarized below.

Beverage Processing means any commercial or industrial use that includes the manufacturing, brewing, or distilling of alcoholic or non-alcoholic beverages.

Beverage Processing would be a *use by special review* in the following districts:

- CMU, Commercial Mixed-Use District
- DT, Downtown District
- RC, Regional Commercial District

The proposed amendment is driven by the need to align the zoning code with current land use practices observed in the Town. Currently, there are two planned unit developments (PUD) that allow for beverage processing, including the Elizabeth Brewing Company and a vacant lot in the Crossroads Business Park. By revising the zoning code to explicitly include beverage processing as a regulated land use in the Town's commercial districts, generally the need for PUD zoning for this specific activity will be eliminated, providing more clarity and consistency in land use regulations.

Short Term Rentals (STRs)

Another component to Ordinance 24-02 is an amendment to Chapter 16 Article I of the Elizabeth Municipal Code pertaining to Short Term Rentals (STRs). The proposed amendment would include an addition of Short Term Rentals (STRs) land use to be included in Tables 16-1, 16-3, and 16-5 and include a definition for the land use in Section 16-1-20 as summarized below.

Short Term Rentals (STRs) are dwelling units, or a portion thereof, which are rented to guests nightly, weekly, or for a duration of less than 30 consecutive days.

Over the past few years, it has become a popular practice nationwide for individuals to rent out rooms, condos, or entire houses for short durations to visitors and vacationers. STRs are common in areas where hotels are expensive or other quality lodging options do not exist. In response to this increasing popularity of home-sharing, many municipalities throughout the Front Range have created STR ordinances as a way to better regulate the time, place, and manner of such uses. The availability and popularity of STRs in the Town of Elizabeth have been on the rise in recent years, especially with the creation and use of home-sharing websites such as AirBnB, VRBO, HomeAway, and several others. Due to the increasing popularity of STRs, the use and operation of residential dwelling units as lodging for temporary stays (especially within neighborhoods zoned for low-intensity residential uses) can potentially create impacts not anticipated by the City's current zoning regulations. While the current municipal code regulates visitor accommodation uses such as bed and breakfast establishments, hotels and motels, and boarding and rooming houses, there are no regulations which apply to STRs. Short term rentals are not currently allowed in the Town, however, at any given time of year there are a number of Elizabeth properties listed on short term rental websites.

If this Ordinance is adopted, staff recommends current STR operators be given a grace period in which to become compliant with the new Ordinance. No existing STR operation would be exempted from complying with these regulations. All STRs lawfully established within the Town of Elizabeth would be required to become compliant with these regulations through the established process. The Ordinance would also grant the Town authority to revoke STR permits when properties are not in compliance with the approved and adopted regulations.

STRs would be *permitted by right* in the following districts:

- R-1, Single-Family Residence District
- RE, Residential Estate District
- R-2, Single-Family and Duplex Residence District
- R-TH, Townhouse District
- R-3, Multi-Family Residence District
- MH-1, Mobile Home Subdivision
- CMU, Commercial Mixed Use District
- DT, Downtown District

STR Permit Requirements:

- Application and License Fee
- Life/Safety Inspection
- Proof of Ownership (or signed affidavit from owner)

If an STR permit is approved, it would be valid for three (3) years and subject to renewal on a tri-annual basis.

Financial Implications:

If approved the STR process would establish a permitting/registration system which Town staff recommends being set at \$30 per registration every three (3) years. Additionally, the operation of an STR would require the applicant to obtain a Life/Safety Inspection that will be paid for at their own expense.

Platting Procedures

Ordinance 24-02 Section V amends EMC Section 16-3-80, subsections (a) and (c) to define the adjustment of lot lines that does not create additional lots or change orientation and subsequently allows for administrative approval for that specific adjustment.

would require the applicant to obtain a Life/Safety Inspection that will be paid for at their own expense.

Accessory Dwelling Units (ADU)

Ordinance 24-02 Section VI amends EMC Section 16-9-20, subsection (b) with the deletion of subsection (b)(18). This would REMOVE the subsection that reads: *ADUs may be approved for a period not to exceed two (2) years. The applicant or owner must reapply biennially for review no later than thirty (30) days past the original approval date.*

STAFF RECOMMENDATION

Staff recommends approval of Ordinance 24-02, an Ordinance amending Chapter 16 Article I, Article II, Article III, Article IX, Table 16-1, Table 16-3, and Table 16-5 of the Elizabeth Municipal Code.

PLANNING COMMISSION RECOMMENDATION

At the March 19th, 2024 Planning Commission meeting, the Commission provided a recommendation of approval for Ordinance 24-02, for consideration by the Board of Trustees. The Commission did not recommend any conditions of approval.

ATTACHMENT(S)

Ordinance 24-02

Section 16-2-30 (Current Code Language)

Section 16-2-40 (Current Code Language)

Section 16-1-20 (Current Code Language)

Table 16-1 (Current Code Language)

Table 16-3 (Current Code Language)

Table 16-5 (Current Code Language)

Section 16-3-80 (Current Code Language)

Section 16-9-20 (Current Code Language)

ORDINANCE 24-02

AN ORDINANCE AMENDING VARIOUS PROVISIONS OF CHAPTER 16 OF THE TOWN OF ELIZABETH MUNICIPAL CODE, UPDATING THE TOWN'S LAND USE AND DEVELOPMENT CODE

BE IT ORDAINED BY THE BOARD OF TRUSTEES FOR THE TOWN OF ELIZABETH, COLORADO, THAT:

Section 1. Section 16-2-30 of the Elizabeth Municipal Code is amended to read as follows:

Sec. 16-2-30. Application submittal requirements.

(a) Each request for a site plan approval shall be accompanied by an executed land use application, a written narrative, ~~twelve (12) copies of the proposed site plan~~ DIGITAL COPY OF THE PROPOSED SITE PLAN with all related information and the appropriate application fee. This submittal information shall be accompanied by a signed transmittal letter from the applicant describing the contents of the submittal. Applicants who submit revisions or amendments to an approved site plan shall be required to submit properly prepared site plan drawings, color and materials boards, elevations and/or landscape and grading plans that clearly depict the proposed modifications.

(b) Submittal requirements. The applicant shall submit the information listed below to the authorized Town official:

(1) Completed land use application form and appropriate fees.

~~(2) Twelve (12) full-sized copies of the site plan (folded to 9" x 12") prepared in accordance with the site plan exhibit standards listed below.~~ DIGITAL COPY OF THE SITE PLAN PREPARED IN ACCORDANCE WITH THE SITE PLAN EXHIBIT STANDARDS BELOW.

(3) A written narrative outlining the proposal.

(4) A copy of the warranty deed and title commitment current within thirty (30) days of submittal.

(5) A disclosure letter and/or letter of consent from the property owner.

~~(6) Three (3) DIGITAL copies of the FOLLOWING: drainage plan with GESC/DESC BMPs, as applicable (folded to 9" x 12"), if not already approved as part of a subdivision.~~

a. GRADING AND DRAINAGE PLAN;

b. FINAL DRAINAGE REPORT;

- c. GESC/DESC PLAN (MAY BE COMBINED WITH GRADING AND DRAINAGE PLAN ABOVE); AND
- d. UTILITY PLAN WHICH INCLUDES WATER MAINS AND SERVICE LINES AND METER LOCATIONS, SANITARY SEWER MAINS AND SERVICE LINE, AND STORM DRAINAGE LINES AND RELATED INLET, AND DETENTION FACILITIES.

THE ABOVE ITEMS TYPICALLY REQUIRE SUBSTANTIAL ENGINEERING DETAIL AND MAY REQUIRE NUMEROUS PLANS SHEETS TO PROVIDE THAT LEVEL OF DETAIL. FOR THE PURPOSE OF THE SITE PLAN SUBMITTAL, THIS LEVEL OF DETAIL MAY BE MINIMIZED, AS LONG AS A SEPARATE SET OF ENGINEERING CONSTRUCTION DOCUMENTS ARE SIMULTANEOUSLY PROVIDED WITH THE REQUIRED LEVEL OF DETAIL, WHICH WILL BE PROCESSED CONCURRENTLY WITH THE SITE PLAN.

- (7) ~~Twelve~~(12) DIGITAL copies of the landscape plan (folded to 9" x 12").
- (8) ~~Twelve~~(12) DIGITAL copies of the building elevations (folded to 9" x 12"), to include rooftop mechanical structures.
- (9) Colored building elevations of all sides.
- (10) Two (2) color and materials boards (one [1] of 9" x 12" maximum size and one [1] of suitable size for presentation to the Planning Commission) containing materials, colors, specifications, manufacturers' names and product numbers.
- (11) A diagram or schematic showing screening of rooftop mechanical structures.
- (12) A PHOTOMETRIC PLAN WHICH IDENTIFIES PROPOSED LIGHTING INTENSITIES ACROSS THE SUBJECT PROPERTY IN THE FORM OF FT-CANDLES, AND INCLUDES DETAILED "CUT SHEETS" OR SIMILAR OF PROPOSED EXTERIOR LIGHTING FACILITIES INCLUDING PARKING LOT FACILITIES, ATTACHED BUILDING FACILITIES, WALKWAYS AND SIMILAR FACILITIES.
- (13) AN ENGINEER'S ESTIMATE OF COSTS IDENTIFIED AS "PUBLIC IMPROVEMENTS" OF CIVIL RELATED ITEMS AND A SEPARATE ESTIMATE OF "PUBLIC IMPROVEMENT" LANDSCAPE RELATED ITEMS, BASED ON CURRENT ITEMIZED COSTS AND EACH ESTIMATE TO INCLUDE A 15% CONTINGENCY. THE ITEMS THAT CONSTITUTE "PUBLIC IMPROVEMENTS" ARE, AT MINIMUM, THOSE ITEMS LOCATED WITHIN ANY ADJACENT PUBLIC RIGHT OF WAY.

(14) THE PREFERRED METHOD OF PLAN SUBMITTAL IS BY USE OF ELECTRONIC FILE TRANSFERS SUCH AS PDF'S, WHICH NEGATES THE NEED FOR MULTIPLE PLAN COPIES DESCRIBED ABOVE, WITH THE EXCEPTION OF ITEM (10) ABOVE.

Failure to submit all required documentation shall result in a delayed application. Additional information may be requested after the formal application is received.

(c) Submittal standards.

(1) Site plan exhibit. The proposed site plan shall be prepared by a qualified professional (architect, landscape architect, land planner or engineer) and drawn on one (1) or more sheets of paper measuring 24" x 36" with a minimum scale of 1" = 50'. Scales drawn at 1" = 40', 1" = 30', 1" = 20' and 1" = 10' may be acceptable. Each site plan shall be signed by the applicant and shall contain the following information:

- a. Date of preparation.
- b. North arrow with written and graphic scale.
- c. Vicinity map showing the relationship of the site to the surrounding area within a one-half-mile radius with zoning districts designed thereon.
- d. Listings of the site zoning, gross lot and net acreage of each proposed use, as well as the number of dwelling units and/or the number of buildings and gross floor area.
- e. The existing grading and drainage information on the site drawn at five-foot intervals and related to United States Geological Survey (USGS) datum, as well as finished grades and contours proposed by the applicant.
- f. The size and location of all existing and proposed public and private utility and emergency easements or other rights-of-way.
- g. The building envelope, size, setback dimensions and height of all proposed structures and all existing structures which are to be retained on site.
- h. Location, dimensions and names of adjacent streets, and proposed internal streets showing center line radii and curb return radii.
- i. The location and dimensions of bike/pedestrian paths and walkways.
- j. The location, dimensions and number of bicycle storage spaces or facilities.

k. Listings of the number of all parking stalls, as well as indications of the number of compact cars and accessible spaces.

l. The proposed layout of the parking lot, including locations and dimensions of parking spaces, curb islands, internal planter strips, maneuvering aisles and access driveways with indications of direction of travel.

m. Location of all exterior lighting, signage and fencing used to divide properties and to screen mechanical equipment and trash receptacles. All trash receptacles shall be screened by a solid opaque fence surrounding at least three (3) sides of the container.

n. Existing specific physical features on the site, including drainage ways, lakes, buildings and structures, with indications as to which are to be retained.

o. Adjacent properties and their physical features within fifty (50) feet of the property line with zoning and land uses, including setback dimensions of adjacent structures.

p. The location and dimensions of landscaped areas, locations and names of all plant material and ground cover and the locations of other pertinent landscape features.

q. Location of all existing and proposed recreational amenities, such as open play areas, swimming pools, tennis courts, tot lots and similar facilities.

r. THE MAXIMUM HEIGHT AND TYPE OF MATERIAL AND COLOR OF ANY PROPOSED RETAINING WALLS

s. THE FOLLOWING CERTIFICATIONS ON A SINGLE SHEET: SURVEYOR, BOARD OF TRUSTEES, COUNTY CLERK AND RECORDER, TITLE VERIFICATION, DEDICATION STATEMENT AND PLANNING COMMISSION.

(2) Other information which shall be required, but need not be designated on the site plan, includes:

a. A plat or metes-and-bounds description of the property verified and signed by a registered land surveyor in the State. If the site is on a portion of land that has an existing recorded plat, a legal description referencing lot, block and subdivision name will be sufficient.

b. A copy of the executed covenants (when applicable).

c. A copy of the approved development guide and plan required by the Planned Development PD District (when applicable).

d. Additionally, the applicant shall provide any reasonable information not covered above to aid in the review of the request by the authorized Town official, including but not limited to plat notes, easements and design guidelines. Such items may include traffic studies, soil and geo-tech surveys and other engineering information that may be required, depending on the circumstances of the particular application.

(3) Site plan narrative. The applicant shall submit a narrative which includes the following information:

a. Applicant's name.

b. Detailed description of the general proposal.

c. Present zoning.

d. General development schedule and phasing plan if the project is not to be constructed at one (1) time.

(4) Deed. The applicant shall submit a copy of the most recent deed recorded with the County Clerk and Recorder.

(5) GRADING AND Drainage plan, FINAL DRAINAGE REPORT, GESC/DESC plan, AND UTILITY PLAN. Each request for site plan approval shall be accompanied BY THESE FOUR (4) ITEMS. ~~plan if a final drainage plan as part of a subdivision was not approved. Three (3) DIGITAL copies of the proposed GRADING AND drainage plan, FINAL DRAINAGE REPORT, GESC/DESC PLAN AND UTILITY PLAN indicated on the plans, prepared by a professional engineer or architect shall be submitted to the authorized Town official with the site plan submittal and then forwarded to the office of the Civil Engineer. Review of the drainage plan will be simultaneous with that of the site plan.~~ THE PLANS DESCRIBED IN THIS ITEM (5) SHALL BE SUBMITTED IN ACCORDANCE WITH SECTION 16-2-30(B)(6). ANY SEPARATE DETAILED ENGINEERING CONSTRUCTION PLANS, WHICH MAY BE SUBMITTED, WILL PROCESS CONCURRENTLY WITH THE SITE PLAN.

(6) Each request for a site plan approval shall be accompanied by a landscape plan prepared by a qualified professional and drawn on one (1) sheet of paper measuring 24" x 36" with a minimum scale of 1" = 50'. Larger scales are encouraged to effectively portray the landscape plan. The landscape plan shall contain the following information:

- a. Date of preparation.
- b. Scale and north arrow.
- c. Building footprint.
- d. Parking lots.
- e. Location, quantity and size of landscape materials. The location of all landscape materials shall be shown on the plan, accompanied by a chart or legend showing the quantity planted, mature size and years to maturity, common names of the plant materials and planting notes.
- f. A calculation of the percentage of the site that is to be landscaped in accordance with Town regulations.

(7) Building elevations. Each request for site plan approval shall be accompanied by a set of elevations of the proposed buildings or structures. ~~Five (5)~~ DIGITAL 24" x 36" ~~paper~~ copies of the illustration or rendering will be submitted to the authorized Town official. These drawings shall include front, rear and side elevations accurately depicting the finished building or structure on the site. Perspective renderings showing the building in one (1) or more oblique angles, color chips, material boards, scale models, photographs, on-site mockups or other similar techniques may also be submitted. In addition to this submittal, the following information shall be supplied:

- a. All exterior surfacing materials and colors shall be specified on the plans.
- b. Outdoor lighting, furnishings and architectural accents shall be specified on the plans.
- c. Any proposed signage for the site and its placement in relationship to the building or structure shall be indicated on the plans.

Section 2. Section 16-2-40 of the Elizabeth Municipal Code is amended to read as follows:

Sec. 16-2-40. Review procedures and requirements for approval.

(a) The site plan submittal, narrative, application form and fee and accompanying information shall be submitted to the authorized Town official. The applicant will be issued a receipt acknowledging the date of the submittal package. THIS SUBMITTAL SHOULD INCLUDE ANY SEPARATE DETAILED ENGINEERING PLANS RELATED TO GRADING AND DRAINAGE, GESC/DESC, AND UTILITIES, WHICH WILL PROCESS CONCURRENTLY WITH THE SITE PLAN.

(b) The authorized Town official will review the submittal package and indicate

any deficiency found in the application. Once the application is found to be complete, the review procedure shall begin.

~~(e) Drainage and GESC/DESC plans will be forwarded by the authorized Town official to the Civil Engineer. The Civil Engineer shall be in receipt of these plans within the first twenty (20) working days of the review procedure.~~

(c) Revisions or amendments to an approved site plan shall be processed administratively by the authorized Town official. In the event the proposed modifications exceed the scope or intent of the revision or amendment administrative procedures, the authorized Town official may determine that additional review processes are required to ensure compliance with Town standards and codes. The application shall then be processed as a new site plan application subject to the full Planning Commission and Board of Trustees review and approval processes.

(d) The authorized Town official shall schedule a meeting before the Planning Commission to consider a new site plan application during a regularly scheduled meeting. The public meeting shall be the next available date on the Planning Commission's agenda. The applicant must post the land on which the site plan is proposed. Posting shall be in accordance with Subsections 16-4-30(b) through (d) of this Chapter.

(e) The Planning Commission shall, at the public meeting, carefully consider the attributes of the proposal as presented by the applicant, input by the members of the Planning Commission and any public opinion expressed during the meeting.

(f) The Planning Commission shall then consider the application and make a recommendation to the Board of Trustees to approve, approve with conditions, continue to obtain additional information or deny the site plan. The Planning Commission's recommendation shall be based on the evidence presented and compliance with the adopted standards, regulations, policies and other guidelines.

(g) Following the recommendation from the Planning Commission, the authorized Town official will schedule the site plan with the Board of Trustees and notify the applicant of the hearing date and time. The applicant shall be responsible for providing public notice prior to the Board of Trustees' hearing in compliance with the public notice requirements contained in Subsections 16-4-30(b) through (d) of this Chapter. At the public hearing, the Board of Trustees shall evaluate the site plan, referral agency comments, the Planning Commission recommendation and public testimony, and shall either approve, conditionally approve, continue to obtain additional information or deny the site plan. The Board of Trustees' decision shall be based on the evidence presented and compliance with the adopted standards, regulations, policies and other guidelines, and its decision shall be final.

(h) If and when the application is approved or conditions for approval have been met, a building permit may be issued upon the request of the applicant.

(i) The certificate of occupancy will be issued, provided that:

(1) Landscaping requirements have been met by the applicant.

- (2) A final drainage plan with GESC/DESC BMPs has been approved by the Civil Engineer.
- (3) Parking lots and drainage facilities are in and are useable.
- (4) Sufficient fire flows or protection is present and accepted by the Fire Protection District.
- (5) Any other requirements made by the Building Official, utilities or other agencies are satisfied.

(j) Additional referrals. In the event the Board of Trustees or the Planning Commission determines that any land use application submitted under this Article has been materially changed following its initial referral to referral agencies and prior to the Planning Commission making a final advisory recommendation or the Board of Trustees making a final decision on the application, the Planning Commission or the Board of Trustees may require that said land use application as materially amended, be re-sent to referral agencies for additional referral comments prior to any final advisory decision by the Planning Commission or any final decision being made by the Board of Trustees.

Section 3. Section 16-1-20 of the Elizabeth Municipal Code is amended by the addition thereto of the following definitions of “Beverage Processing” and “Short Term Rentals” to read as follows:

BEVERAGE PROCESSING MEANS ANY COMMERCIAL OR INDUSTRIAL USE THAT INCLUDES THE MANUFACTURING, BREWING, OR DISTILLING OF ALCOHOLIC OR NON-ALCOHOLIC BEVERAGES

SHORT TERM RENTALS (STRS) ARE DWELLING UNITS, OR A PORTION THEREOF, WHICH ARE RENTED TO GUESTS NIGHTLY, WEEKLY, OR FOR A DURATION OF LESS THAN 30 CONSECUTIVE DAYS, AND EXCLUDING (1) A PERMITTED COMMERCIAL ACCOMMODATION, (2) ONGOING MONTH-TO-MONTH TENANCY GRANTED TO THE SAME RENTER FOR THE SAME DWELLING, OR (3) A HOUSE EXCHANGE FOR WHICH THERE IS NO PAYMENT.

Section 4. Tables 16-1, 16-3, and 16-5 of the Elizabeth Municipal Code are amended to read as follows:

Land Use/Activity <i>(1)(8)(9)(13)(15)</i>	Residential Zoning District									
	R-1	R-1-12	R-1-20	RE-1	RE-2	R-2	R-TH	R-3	A-1	LR-1
Single-family detached dwellings ⁽¹¹⁾⁽¹⁴⁾	A	A	A	A	A	A		A	A	A
Single-family attached dwellings ⁽¹¹⁾⁽¹⁴⁾						A	A	A		
Duplex structures ⁽¹¹⁾⁽¹⁴⁾						A	A	A		
Accessory dwelling units (ADUs)	S	S	S	S	S	S		S	S	S
Townhouses ⁽¹²⁾⁽¹⁴⁾							A			
Multi-family dwellings ⁽¹²⁾⁽¹⁴⁾								A		
Accessory buildings ⁽²⁾	A	A	A	A	A	A		A	A	A
Accessory uses: home occupations ⁽³⁾	A	A	A	A	A	A	A	A	A	
Assisted living services	S	S	S	S	S	S		S	S ⁽¹⁰⁾	S ⁽¹⁰⁾
Bed and breakfast inns					S	S		A	S	S
Boarding and rooming houses								A		
Cemeteries or mausoleums	A	A	A	A	A	A			A	A
Commercial animal establishments				S	S				S	S
Dormitories								A		
Fences, hedges, walls and trees ⁽⁴⁾	A	A	A	A	A	A	A	A	A	A
Forestry farming, including raising of trees for any purpose					A				A	A

Land Use/Activity <i>(1)(8)(9)(13)(15)</i>	Residential Zoning District									
	R-1	R-1-12	R-1-20	RE-1	RE-2	R-2	R-TH	R-3	A-1	LR-1
Fraternity and sorority houses								A		
General farming, including grains, fruit, vegetables, grasses, hay, livestock raising and the keeping and boarding of horses ⁽⁵⁾				S	A				A	A
Golf courses	A	A	A	A	A	A		A		
Greenhouses and nurseries, including both wholesale and retail, provided that products sold are raised on the premises				A	A				A	A
Group homes or group quarters	S	S	S	S	S	S		S	S	
Horses/livestock ⁽⁵⁾			A	A	A				A	A
Hospitals and emergency facilities	A	A	A	A	A	A		A		
Kennels and other canine-related facilities - commercial ⁽⁶⁾	S	S	S	S	S	S			S	S
Kennels and other canine-related facilities - private ⁽⁶⁾	A	A	A	A	A	A			A	A
Nursery schools and day care centers	S	S	S	S	S	S	S	S	S ⁽¹⁰⁾	S ⁽¹⁰⁾
Parks	A	A	A	A	A	A	A	A	A	A
Playgrounds	A	A	A	A	A	A	A	A	A	A
Public schools	A	A	A	A	A	A		A		
Public utilities	A	A	A	A	A	A	A	A	A	A

Land Use/Activity <i>(1)(8)(9)(13)(15)</i>	Residential Zoning District									
	R-1	R-1-12	R-1-20	RE-1	RE-2	R-2	R-TH	R-3	A-1	LR-1
Recreation centers - nonprofit neighborhood	S	S	S	S	S	S	S	S		
Religious assembly, place of	A	A	A	A	A	A		A		
Retirement/group housing services	S	S	S	S	S	S		S	S ⁽¹⁰⁾	S ⁽¹⁰⁾
Riding stables/academies - commercial					S				S	S
Short Term Rentals (STRs)	A			A	A	A	A	A		
Signs ⁽⁷⁾	A	A	A	A	A	A	A	A	A	A
Stables and other equine-related facilities - private				A	A				A	A
Structures for general farming					A				A	A
Universities	A	A	A	A	A	A		A		

Land Use/Activity <i>(1)(2)(3)(4)(5)(6)(7)(14)</i>	Mobile Home Zoning District	
	MH-1⁽⁸⁾⁽⁹⁾	MH-2⁽¹⁰⁾
Single-family detached dwellings	A	
Accessory buildings	A	A
Home occupations	A	A
Accessory uses	A	A
Athletic fields	A	
Cemeteries or mausoleums	A	
Fences, hedges, walls and trees ⁽⁴⁾	A	A
Golf courses	A	
Hospitals and emergency facilities	S	
Kennels and other canine-related facilities - commercial ⁽¹¹⁾		
Kennels and other canine-related facilities - private ⁽¹¹⁾	A	
Mobile home parks		A
Mobile home subdivisions	A	
Nursery schools and day care centers	S	S
Parking lots and parking garages		
Parks	A	A
Playgrounds	A	A

<i>Land Use/Activity</i> <i>(1)(2)(3)(4)(5)(6)(7)(14)</i>	<i>Mobile Home Zoning District</i>	
	<i>MH-1⁽⁸⁾⁽⁹⁾</i>	<i>MH-2⁽¹⁰⁾</i>
Private campgrounds		S
Public buildings and lands	A	
Public safety-related facilities	A	A
Public transportation terminals other than truck terminals		
Public utilities	A	A
Recreation centers - nonprofit neighborhood	S	S
Recreation facilities - private	S	S
Recreation facilities - public	A	A
Religious assembly, places of	A	
Schools - private	A	A
Schools - public	A	A
Short Term Rentals (STRs)	A	
Signs	A	A
Universities	A	

<i>Land Use/Activity</i> (1)(2)(3)(4)(5)(9)(10)(11)	<i>Public-Institutional/Regional Commercial/Commercial Mixed Use/Industrial/Downtown Zoning Districts</i>				
	<i>P-I</i>	<i>RC</i>	<i>CMU</i>	<i>L-I⁽⁶⁾</i>	<i>DT</i>
Single-family detached dwellings		S	S		
Single-family attached dwellings			S		A
Duplex structures			S		
Accessory dwelling units (ADUs)		S	S		S
Townhouses					S
Multi-family dwellings			S		S
Accessory buildings	A	A	A	A	A
Home occupations			A		A
Accessory uses			A		A
Amphitheater			A		A
Amusement and recreation establishments and areas		A	A	S	S
Assisted living services			S		
Athletic fields	A				
Auto repair garages		A		A	
Automotive wrecking and graveyards, salvage yards and junkyards				S	
Bakeries		A	A		A
Bed and breakfast inns		A	A		A
Beer, wine and liquor stores (off-		A	S		S

<i>Land Use/Activity</i> (1)(2)(3)(4)(5)(9)(10)(11)	<i>Public-Institutional/Regional Commercial/Commercial Mixed Use/Industrial/Downtown Zoning Districts</i>				
	<i>P-I</i>	<i>RC</i>	<i>CMU</i>	<i>L-I⁽⁶⁾</i>	<i>DT</i>
premises of alcohol consumption)					
Beverage Processing		S	S		S
Boarding and rooming houses			A		A
Business schools, studios and vocational schools, not involving processes of a heavy industrial nature		A		A	
Business service establishments		A	A	A	A
Car lots - new and used		A			
Car service and sales establishments		A		A	
Car washes		A			
Car/vehicle rental or leasing		A		A	
Cemeteries or mausoleums	A			A	
Clubs and lodges		A	A		A
Commercial animal establishments		A	S		
Commercial food preparation kitchens		A	A		A
Computer design-generated CAD-CAM operations not involving		A	A	A	A

<i>Land Use/Activity</i> (1)(2)(3)(4)(5)(9)(10)(11)	<i>Public-Institutional/Regional Commercial/Commercial Mixed Use/Industrial/Downtown Zoning Districts</i>				
	<i>P-I</i>	<i>RC</i>	<i>CMU</i>	<i>L-I⁽⁶⁾</i>	<i>DT</i>
heavy industry					
Computer-generated CAD and similar nonoffensive "light" industrial uses				A	
Construction-related businesses		S		A	
Convenience stores or centers		A	A		A
Distribution centers				A	
Dormitories			S		
Drive-in restaurants		A			
Eating and drinking establishments		A	A		A
Exhibition and art galleries		A	A		A
Facilities for assembly, manufacturing, compounding, processing or treatment of products				A	
Farmers markets or other open markets		A	A		A
Fences, hedges, walls and trees ⁽⁴⁾	A	A	A	A	A
Financial institutions		A	A		A
Fitness, recreational sports, gym or athletic club		A	S	A	S

Land Use/Activity (1)(2)(3)(4)(5)(9)(10)(11)	Public-Institutional/Regional Commercial/Commercial Mixed Use/Industrial/Downtown Zoning Districts				
	P-I	RC	CMU	L-I⁽⁶⁾	DT
Food and beverage processing				A	
Fraternity and sorority houses			S		
Garden/flower shops		A	A		A
Golf courses					
Hospitals and emergency facilities	A	A			
Hospitals for animals		A	A		
Hotels and motels		A			
Kennels and other canine-related facilities - commercial ⁽⁷⁾		S	S	S	
Kennels and other canine-related facilities - private ⁽⁷⁾			S		
Laboratories or specialized industrial facilities				A	
Mill-type factories				A	
Miniature golf establishments			A	A	S
Mobile home parks					
Mobile home subdivisions					
Mortuaries/funeral homes		A	S	A	

Land Use/Activity (1)(2)(3)(4)(5)(9)(10)(11)	Public-Institutional/Regional Commercial/Commercial Mixed Use/Industrial/Downtown Zoning Districts				
	P-I	RC	CMU	L-I⁽⁶⁾	DT
Movie theaters		A	A		S
Museums, exhibitions or similar facilities	S	A	A		A
Nursery schools and day care centers		S	S		
Parking lots and parking garages	A	A	A	A	A
Parks	A	A	A	A	A
Pawn shops ⁽⁸⁾		A		A	
Performance theaters			A		A
Personal service establishments		A	A		A
Plant or tree nurseries		A		A	
Playgrounds	A				
Private campgrounds					
Professional, commercial or business offices		A	A	A	A
Public buildings and lands	A	A	A	A	A
Public safety-related facilities	A	A	A	A	A
Public transportation terminals other than truck terminals	A	A	A	A	A

<i>Land Use/Activity</i> (1)(2)(3)(4)(5)(9)(10)(11)	<i>Public-Institutional/Regional Commercial/Commercial Mixed Use/Industrial/Downtown Zoning Districts</i>				
	<i>P-I</i>	<i>RC</i>	<i>CMU</i>	<i>L-I⁽⁶⁾</i>	<i>DT</i>
Public utilities	A	A	A	A	A
Recreation centers - nonprofit neighborhood	S		S		
Recreation facilities - private		A	A	A	
Recreational facilities - public	A	A	A	A	A
Religious assembly, place of	A	A	A	A	A
Research and development services				A	
Restaurants and lounges		A	A		A
Retail stores, sales and display rooms and shops		A	A		A
Retirement/group housing services			S		
Schools - private		A	A	A	
Schools - public	A	A	A	A	
Service stations		A		A	
Services to buildings and dwellings (pest control, janitorial, landscaping, carpet/upholstery cleaning)				A	
Sexually oriented businesses ⁽⁹⁾		A			

<i>Land Use/Activity</i> (1)(2)(3)(4)(5)(9)(10)(11)	<i>Public-Institutional/Regional Commercial/Commercial Mixed Use/Industrial/Downtown Zoning Districts</i>				
	<i>P-I</i>	<i>RC</i>	<i>CMU</i>	<i>L-I⁽⁶⁾</i>	<i>DT</i>
Short Term Rentals (STRs)			A		A
Signs	A	A	A	A	A
Storage facilities, RVs, campers, trailers, large vehicles				S	
Tattoo parlors		A			
Trailer sales and service		A			
Universities, colleges, technical institutions - satellite locations			A		S
Warehouse and storage facilities				A	
Warehouse discount stores/superstores		A			
Wholesaling, exclusive of manufacturing		A			

Section 5. Section 16-3-80, subsections (a) and (c) of the Elizabeth Municipal Code is amended to read as follows:

Sec. 16-3-80. - Replat, vacation, or plat amendment.

(a) Intent. The intent of this Section is to provide a process of review for a change to a recorded plat or a replat of a superblock that ensures that the change is consistent with the zoning district requirements, including, but not limited to, the following:

(1) Replat of a lot or tract, adjustment or vacation of a lot line, vacation of a plat without rights-of-way or easements;

(2) Vacation of right-of-way, easement or portion thereof; OR.

(3) ADJUSTMENT OF LOT LINES THAT DOES NOT CREATE ADDITIONAL LOTS AND DOES NOT CHANGE THE ORIENTATION OF THE LOTS RELATIVE TO ACCESS TO PUBLIC INFRASTRUCTURE.

* * *

(c) Submittal process and requirements.

(1) A change to a recorded plat due to an error or omission shall be processed in accordance with this Chapter.

(2) A replat of a lot or tract, an adjustment or vacation of a lot line, a vacation of a plat (without rights-of-way or easements) or a minor reconfiguration of an easement shall be processed in accordance with the final plat process, EXCEPT THAT ADJUSTMENT OF LOT LINES THAT DOES NOT CREATE ADDITIONAL LOTS AND DOES NOT CHANGE THE ORIENTATION OF THE LOTS RELATIVE TO ACCESS TO PUBLIC INFRASTRUCTURE MAY BE APPROED ADMINISTRATIVELY

(3) A vacation of a platted easement or right-of-way shall be processed in accordance with the final plat process. In addition:

a. For a vacation of a public right-of-way, a public hearing is required by the Planning Commission and Board of Trustees. Public notice shall be required for both the Planning Commission and the Board of Trustees hearing in accordance with Subsections 16-4-30 (b) through (d) of this Chapter. (NOTE: An access easement, i.e., trail, shall be considered a right-of-way.)

b. For a vacation of an easement, public notice shall be required for the Board of Trustees hearing in accordance with Subsections 16-4-30(b) through (d) of this Chapter. In addition, the applicant shall send a notice of hearing to known easement holders notifying them of the proposed vacation by certified mail, return receipt requested.

(4) A vacation of an unplatted easement or right-of-way shall be processed as follows:

a. An ordinance shall be prepared that includes the legal description of the right-of-way or easement to be vacated and the book and page numbers as recorded by the County Clerk and Recorder.

b. The vacation request shall be heard by the Planning Commission and Board of Trustees at a public hearing. Public notice shall be required only for the Board of Trustees hearing in accordance with Subsections 16-4-30 (b) through (d) of this Chapter. The ordinance shall be recorded in the office of the County Clerk and Recorder upon obtaining the signature of the Mayor.

(5) An amendment to a plat which includes a redesign of streets, blocks, lots and easements shall be processed according to the sketch, preliminary plan and final plat process of this Chapter.

* * *

Section 6. Section 16-9-20, subsection (b) is amended by the deletion of subsection (b)(18).

Section 7. Severability. If any section, paragraph clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or enforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 8. The Board of Trustees hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 9. This Ordinance shall become effective thirty (30) days after publication.

Read and approved at a meeting of the Board of Trustees of the Town of Elizabeth, Colorado, this _____ day of _____, 2024.

Passed by a vote of _____ for and _____ against and ordered published.

Tammy Payne, Mayor

ATTEST

Michelle M. Oeser, Town Clerk

Sec. 16-2-30. - Application submittal requirements.

(a) Each request for a site plan approval shall be accompanied by an executed land use application, a written narrative, twelve (12) copies of the proposed site plan with all related information and the appropriate application fee. This submittal information shall be accompanied by a signed transmittal letter from the applicant describing the contents of the submittal. Applicants who submit revisions or amendments to an approved site plan shall be required to submit properly prepared site plan drawings, color and materials boards, elevations and/or landscape and grading plans that clearly depict the proposed modifications.

(b) Submittal requirements. The applicant shall submit the information listed below to the authorized Town official:

(1) Completed land use application form and appropriate fees.

(2) Twelve (12) full-sized copies of the site plan (folded to 9" x 12") prepared in accordance with the site plan exhibit standards listed below.

(3) A written narrative outlining the proposal.

(4) A copy of the warranty deed and title commitment current within thirty (30) days of submittal.

(5) A disclosure letter and/or letter of consent from the property owner.

(6) Three (3) copies of the drainage plan with GESC/DESC BMPs, as applicable (folded to 9" x 12"), if not already approved as part of a subdivision.

(7) Twelve (12) copies of the landscape plan (folded to 9" x 12").

(8) Twelve (12) copies of the building elevations (folded to 9" x 12"), to include rooftop mechanical structures.

(9) Colored building elevations of all sides.

(10) Two (2) color and materials boards (one [1] of 9" x 12" maximum size and one [1] of suitable size for presentation to the Planning Commission) containing materials, colors, specifications, manufacturers' names and product numbers.

(11) A diagram or schematic showing screening of rooftop mechanical structures.

Failure to submit all required documentation shall result in a delayed application. Additional information may be requested after the formal application is received.

(c) Submittal standards.

(1) Site plan exhibit. The proposed site plan shall be prepared by a qualified professional (architect, landscape architect, land planner or engineer) and drawn on one (1) or more sheets of paper measuring 24" x 36" with a minimum scale of 1" = 50'. Scales drawn at 1" = 40', 1" = 30', 1" = 20' and 1" = 10' may be acceptable. Each site plan shall be signed by the applicant and shall contain the following information:

- a. Date of preparation.
 - b. North arrow with written and graphic scale.
 - c. Vicinity map showing the relationship of the site to the surrounding area within a one-half-mile radius with zoning districts designed thereon.
 - d. Listings of the site zoning, gross lot and net acreage of each proposed use, as well as the number of dwelling units and/or the number of buildings and gross floor area.
 - e. The existing grading and drainage information on the site drawn at five-foot intervals and related to United States Geological Survey (USGS) datum, as well as finished grades and contours proposed by the applicant.
 - f. The size and location of all existing and proposed public and private utility and emergency easements or other rights-of-way.
 - g. The building envelope, size, setback dimensions and height of all proposed structures and all existing structures which are to be retained on site.
 - h. Location, dimensions and names of adjacent streets, and proposed internal streets showing center line radii and curb return radii.
 - i. The location and dimensions of bike/pedestrian paths and walkways.
 - j. The location, dimensions and number of bicycle storage spaces or facilities.
 - k. Listings of the number of all parking stalls, as well as indications of the number of compact cars and accessible spaces.
 - l. The proposed layout of the parking lot, including locations and dimensions of parking spaces, curb islands, internal planter strips, maneuvering aisles and access driveways with indications of direction of travel.
 - m. Location of all exterior lighting, signage and fencing used to divide properties and to screen mechanical equipment and trash receptacles. All trash receptacles shall be screened by a solid opaque fence surrounding at least three (3) sides of the container.
 - n. Existing specific physical features on the site, including drainage ways, lakes, buildings and structures, with indications as to which are to be retained.
 - o. Adjacent properties and their physical features within fifty (50) feet of the property line with zoning and land uses, including setback dimensions of adjacent structures.
 - p. The location and dimensions of landscaped areas, locations and names of all plant material and ground cover and the locations of other pertinent landscape features.
 - q. Location of all existing and proposed recreational amenities, such as open play areas, swimming pools, tennis courts, tot lots and similar facilities.
- (2) Other information which shall be required, but need not be designated on the site plan, includes:

- a. A plat or metes-and-bounds description of the property verified and signed by a registered land surveyor in the State. If the site is on a portion of land that has an existing recorded plat, a legal description referencing lot, block and subdivision name will be sufficient.
 - b. A copy of the executed covenants (when applicable).
 - c. A copy of the approved development guide and plan required by the Planned Development PD District (when applicable).
 - d. Additionally, the applicant shall provide any reasonable information not covered above to aid in the review of the request by the authorized Town official, including but not limited to plat notes, easements and design guidelines. Such items may include traffic studies, soil and geo-tech surveys and other engineering information that may be required, depending on the circumstances of the particular application.
- (3) Site plan narrative. The applicant shall submit a narrative which includes the following information:
- a. Applicant's name.
 - b. Detailed description of the general proposal.
 - c. Present zoning.
 - d. General development schedule and phasing plan if the project is not to be constructed at one (1) time.
- (4) Deed. The applicant shall submit a copy of the most recent deed recorded with the County Clerk and Recorder.
- (5) Drainage plan and GESC/DESC plan. Each request for site plan approval shall be accompanied by a drainage plan if a final drainage plan as part of a subdivision was not approved. Three (3) copies of the proposed drainage plan, with GESC/DESC BMPs indicated on the plans, prepared by a professional engineer or architect shall be submitted to the authorized Town official with the site plan submittal and then forwarded to the office of the Civil Engineer. Review of the drainage plan will be simultaneous with that of the site plan.
- (6) Each request for a site plan approval shall be accompanied by a landscape plan prepared by a qualified professional and drawn on one (1) sheet of paper measuring 24" x 36" with a minimum scale of 1" = 50'. Larger scales are encouraged to effectively portray the landscape plan. The landscape plan shall contain the following information:
- a. Date of preparation.
 - b. Scale and north arrow.
 - c. Building footprint.
 - d. Parking lots.

- e. Location, quantity and size of landscape materials. The location of all landscape materials shall be shown on the plan, accompanied by a chart or legend showing the quantity planted, mature size and years to maturity, common names of the plant materials and planting notes.
 - f. A calculation of the percentage of the site that is to be landscaped in accordance with Town regulations.
- (7) Building elevations. Each request for site plan approval shall be accompanied by a set of elevations of the proposed buildings or structures. Five (5) 24" x 36" paper copies of the illustration or rendering will be submitted to the authorized Town official. These drawings shall include front, rear and side elevations accurately depicting the finished building or structure on the site. Perspective renderings showing the building in one (1) or more oblique angles, color chips, material boards, scale models, photographs, on-site mockups or other similar techniques may also be submitted. In addition to this submittal, the following information shall be supplied:
- a. All exterior surfacing materials and colors shall be specified on the plans.
 - b. Outdoor lighting, furnishings and architectural accents shall be specified on the plans.
 - c. Any proposed signage for the site and its placement in relationship to the building or structure shall be indicated on the plans.

(Ord. 13-09 §1)

Sec. 16-2-40. - Review procedures and requirements for approval.

- (a) The site plan submittal, narrative, application form and fee and accompanying information shall be submitted to the authorized Town official. The applicant will be issued a receipt acknowledging the date of the submittal package.
- (b) The authorized Town official will review the submittal package and indicate any deficiency found in the application. Once the application is found to be complete, the review procedure shall begin.
- (c) Drainage and GESC/DESC plans will be forwarded by the authorized Town official to the Civil Engineer. The Civil Engineer shall be in receipt of these plans within the first twenty (20) working days of the review procedure.
- (d) Revisions or amendments to an approved site plan shall be processed administratively by the authorized Town official. In the event the proposed modifications exceed the scope or intent of the revision or amendment administrative procedures, the authorized Town official may determine that additional review processes are required to ensure compliance with Town standards and codes. The application shall then be processed as a new site plan application subject to the full Planning Commission and Board of Trustees review and approval processes.

(e)

The authorized Town official shall schedule a meeting before the Planning Commission to consider a new site plan application during a regularly scheduled meeting. The public meeting shall be the next available date on the Planning Commission's agenda. The applicant must post the land on which the site plan is proposed. Posting shall be in accordance with Subsections 16-4-30(b) through (d) of this Chapter.

- (f) The Planning Commission shall, at the public meeting, carefully consider the attributes of the proposal as presented by the applicant, input by the members of the Planning Commission and any public opinion expressed during the meeting.
- (g) The Planning Commission shall then consider the application and make a recommendation to the Board of Trustees to approve, approve with conditions, continue to obtain additional information or deny the site plan. The Planning Commission's recommendation shall be based on the evidence presented and compliance with the adopted standards, regulations, policies and other guidelines.
- (h) Following the recommendation from the Planning Commission, the authorized Town official will schedule the site plan with the Board of Trustees and notify the applicant of the hearing date and time. The applicant shall be responsible for providing public notice prior to the Board of Trustees' hearing in compliance with the public notice requirements contained in Subsections 16-4-30(b) through (d) of this Chapter. At the public hearing, the Board of Trustees shall evaluate the site plan, referral agency comments, the Planning Commission recommendation and public testimony, and shall either approve, conditionally approve, continue to obtain additional information or deny the site plan. The Board of Trustees' decision shall be based on the evidence presented and compliance with the adopted standards, regulations, policies and other guidelines, and its decision shall be final.
- (i) If and when the application is approved or conditions for approval have been met, a building permit may be issued upon the request of the applicant.
- (j) The certificate of occupancy will be issued, provided that:
 - (1) Landscaping requirements have been met by the applicant.
 - (2) A final drainage plan with GESC/DESC BMPs has been approved by the Civil Engineer.
 - (3) Parking lots and drainage facilities are in and are useable.
 - (4) Sufficient fire flows or protection is present and accepted by the Fire Protection District.
 - (5) Any other requirements made by the Building Official, utilities or other agencies are satisfied.
- (k) Additional referrals. In the event the Board of Trustees or the Planning Commission determines that any land use application submitted under this Article has been materially changed following its initial referral to referral agencies and prior to the Planning Commission making a final advisory recommendation or the Board of Trustees making a final decision on the application, the Planning Commission or the Board of Trustees may require that said land use application as

materially amended, be re-sent to referral agencies for additional referral comments prior to any final advisory decision by the Planning Commission or any final decision being made by the Board of Trustees.
(Ord. 13-09 §1)

Sec. 16-1-20. - Definitions.

Unless otherwise specifically provided, or unless otherwise clearly required by the context, the words and phrases defined in this Chapter shall have the meaning indicated when used in this Chapter. Words, phrases and terms not defined in this Chapter but defined elsewhere in this Code shall be construed as defined elsewhere in this Code. Words, phrases and terms neither defined herein nor elsewhere in this Chapter shall be given usual and customary meanings, except where the context clearly indicates a different meaning. The words *shall* and *will* are mandatory and not permissive; the words *may* and *should* are permissive and not mandatory.

Accepted, open space. Accepted, when used in regard to open space, shall mean written acceptance upon a recorded plat or other recorded document giving an indication of conveyance of land to be used by the public, or for some other use deemed appropriate by the Board of Trustees.

Accepted, roads and streets. Accepted, when used in regard to roads and streets, shall mean written acceptance of the road or street for public use by the Board of Trustees and shall construe the responsibility for maintenance.

Accessory building means a detached subordinate building, the use of which is customarily incidental to that of the main building or to the main use of the land and which is located on the same lot with the main building or use.

Accessory dwelling unit (ADU) means a dwelling unit used as living quarters that may include a sleeping place, kitchen and bathroom, or any combination thereof, for one (1) or more individuals, associated with the principal dwelling that can be integrated in the overall design of the principal structure, and it may be a separate structure located on the same lot, secondary to the principal structure.

Accessory use means a use naturally and normally incidental to, subordinate to and devoted exclusively to the main use of the premises.

Adjacent means all properties with a common point or line to the subject property and the property which would have a common point or line with the subject property if a public right-of-way separating the properties were not there.

Adult arcade means an establishment where, for any form of consideration, one (1) or more still or motion picture projectors, slide projectors or similar machines, or other image-producing machines, for viewing by five (5) or fewer persons each, are used to show films, motion pictures, video cassettes, slides or other photographic reproductions which are characterized by the depiction or description of specified sexual activities or specified anatomical areas.

Adult bookstore, adult novelty store or adult video store means:

- a. A commercial establishment which: (1) devotes a significant or substantial portion of its stock-in-trade or interior floor space to; (2) receives a significant or substantial portion of its revenues from; or (3) devotes a significant or substantial portion of its advertising expenditures to the promotion of: the sale, rental or viewing (for any form of consideration) of books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes, slides or other visual representations which are characterized by the depiction or description of specified sexual activities or specified anatomical areas.
- b. An establishment may have other principal business purposes that do not involve the offering for sale, rental or viewing of materials depicting or describing specified sexual activities or specified anatomical areas, and still be categorized as an adult bookstore, adult novelty store or adult video store. Such other business purposes will not serve to exempt such establishment from being categorized as an adult bookstore, adult novelty store or adult video store so long as the provisions of Subparagraph a. above are otherwise met.

Adult cabaret means a nightclub, bar, restaurant or other commercial establishment which regularly features: (a) persons who appear nude or in a state of nudity; or (b) live performances which are characterized by the exposure of specified anatomical areas or by specified sexual activities.

Adult motel means a motel, hotel or similar commercial establishment which: (a) offers public accommodations, for any form of consideration, and provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slides or other photographic reproductions which are characterized by the depiction or description of specified sexual activities or specified anatomical areas and which advertises the availability of this sexually oriented type of material by means of a sign visible from the public right-of-way, or by means of any off-premises advertising, including but not limited to newspapers, magazines, pamphlets or leaflets, radio or television; (b) offers a sleeping room for rent for a period of time less than ten (10) hours; or (c) allows a tenant or occupant to sub-rent a sleeping room for a time period of less than ten (10) hours.

Adult motion picture theater means a commercial establishment where films, motion pictures, video cassettes, slides or similar photographic reproductions depicting or describing specified sexual activities or specified anatomical areas are regularly shown for any form of consideration.

Adult theater means a theater, concert hall, auditorium or similar commercial establishment which, for any form of consideration, regularly features persons who appear in a state of nudity or live performances which are characterized by exposure of specified anatomical areas or by specified sexual activities.

Alley means a public or private vehicular passageway dedicated or permanently reserved as a means of secondary access to abutting property and designed as an alley on a final plat.

Animal means any mammal, bird, fish, reptile, amphibian or insect.

Applicant means any owner of a right or title in real property in Town or an authorized representative of such owner who formally requests action on a land use proposal submitted in accordance with this Chapter.

Assistance animal means an animal, having received certification through an accredited program with specific characteristics, becoming a fundamental part of a person's treatment designed to improve the physical, social, emotional and/or cognitive function of the patient/owner, and may include a service animal. An assistance animal that is not otherwise defined as a horse or livestock shall be exempt from any numerical limitations on animals set forth herein.

Authorized representative means any individual, partnership or corporation given written authorization by an applicant to process a proposal through the Town.

Block means an area of land within a subdivision which is entirely bounded by streets, highways, natural boundaries or the exterior boundary or boundaries of the subdivision.

Boarding and rooming house means a building or portion thereof which is used to accommodate, for compensation, five (5) or more boarders or roomers, not including members of the occupant's immediate family who might be occupying such building. The word *compensation* shall include compensation in money, services or other things of value.

Buffer means a strip of land established to separate and protect one (1) type of land use from another, to screen from objectionable noise, smoke or visual impact, or to provide for future public improvements or additional open space, often in conjunction with a floodplain.

Building means any structure built for the shelter or enclosure of persons, animals, chattels or property of any kind, and not including advertising sign boards or fences.

Building height means the vertical distance from the average finished grade to the highest point of the roof surface. A weighted average on the perimeter of the building may be utilized.

Building line means imaginary lines on a lot delineating the closest points from lot lines, public streets, planning areas or project area boundaries or other applicable perimeter lines, where any main building may be constructed.

Club means an association of persons, whether incorporated or unincorporated, for some common purpose, but not including groups organized primarily to render a service carried on as a business.

Commercial animal establishment means any pet shop, grooming shop, dog training facility, boarding or breeding kennel, or other establishment which handles live animals, excluding veterinary facilities and hospital for animals.

Dedicated land means land area transferred to the Town by deed or other legal method approved by the Town Attorney. Land so transferred and accepted by the Town shall be utilized for public or community purposes, as approved by the Board of Trustees.

Dependent mobile home means a mobile home not containing complete bathroom facilities.

Developer means any person, corporation, joint venture, partnership or other entity which applies to the Town for any of the following services: annexation, zoning, subdivision, site plan, variance or other administrative, quasi-judicial or legislative function of the Town.

Development means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavating or drilling operations.

Disposition means a contract of sale resulting in the transfer of legal and equitable title to an interest in subdivided land; a lease or an assignment of an interest in subdivided land; or any other conveyance of an interest in subdivided land.

Dog breeder means any person who is engaged in the operation of breeding and raising dogs for the purpose of selling, trading, bartering, giving away or otherwise transferring the same.

Domesticated animals means animals accustomed to living in or about the habitation of persons, but of a nature more suited to be outdoors, including but not limited to cats, dogs, birds, such as parrots, cockatiels, parakeets and the like; excluding: swine or pigs of any species, fowl, including but not limited to peacocks, ducks, turkeys, and chickens unless subject to Section 16-1-215 of this Code.

Dwelling means any building or portion thereof which is used as the private residence or sleeping place of one (1) or more human beings, but not including hotels, motels, tourist courts, clubs, hospitals, mobile homes or similar uses.

Dwelling, multiple-family means a building, or portion thereof, designed for or occupied by three (3) or more families living independently of each other.

Dwelling, one-family means a detached building designed exclusively for occupancy by one (1) family.

Dwelling, two-family means a detached building designed exclusively for occupancy by two (2) families living independently of each other.

Dwelling unit means one (1) or more rooms in a dwelling, apartment house or apartment hotel designed for occupancy by one (1) family for living or sleeping purposes and having not more than one (1) kitchen.

Easement means an acquired right of use, interest or privilege in land owned by another, which interest is recorded in the real estate records of the County.

Evidence means any map, table, chart, contract or any other document or testimony prepared or certified by a qualified person to attest to a specific claim or condition.

Excavating means the mechanical removal of earth material.

Family means a group of persons related by blood, marriage or adoption, living together normally, but not always consisting of one (1) or two (2) parents and their children, or persons living together in the relationship and for the purpose of guardian, ward or foster family who may not necessarily be related by blood or marriage to the head of the household, or a group of not more than four (4) unrelated persons living together in a dwelling unit.

Final plat means the map or plan of record of a subdivision and any accompanying material, as described in Article III of this Chapter.

Grade (ground level) is the average of the finished ground level at the center of all walls of a building. In case walls are parallel to and within five (5) feet of a sidewalk, said ground level shall be measured at the sidewalk.

Grading means the vertical location of the ground surface.

Home occupation means any use conducted principally within a dwelling and carried on by the inhabitants therein, without paid assistants, which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the character thereof. The individual office of a professional man or woman or artist without assistants shall be considered a *home occupation*, but the conducting of a clinic, hospital, barber shop, beauty parlor, tea room, tourist home, animal hospital or any similar use shall not be deemed to be a *home occupation*.

Horse means a large solid-hoofed herbivorous ungulate mammal domesticated since prehistoric times and used as a beast of burden, a draft animal or for riding. *Horse* includes pony, mule, burro, and miniature horse as defined below.

Hospital means any building or portion thereof used for the accommodation and medical care of sick, injured or infirm persons and including sanitariums, but not including clinics, rest homes and convalescent homes.

Hotel means any building designed for occupancy as the more or less temporary abiding place of individuals who are lodged with or without meals, in which there are six (6) or more guest rooms, and in which no provision is made for cooking in any individual room or suite.

Kennel means any premises, building or structure in or on which four (4) or more animals of more than four (4) months of age are harbored.

Kennel, commercial means any place where more than three (3) dogs over four (4) months of age are owned, kept, boarded, bred and/or offered for sale; or eight (8) or more dogs, breeding or nonbreeding, are harbored, and upon which a person breeds more than two (2) litters in a calendar year.

Kennel, private means any premises, building or structure in or on which more than three (3) and less than eight (8) nonbreeding dogs of more than four (4) months of age are harbored.

Livestock means cattle, sheep, goats, llamas, alpacas and emus of all sizes.

Lot means a parcel of real property as shown with a separate and distinct number or letter on a plat recorded in the records of the County or, when not so platted, in a recorded subdivision a parcel of real property abutting upon at least one (1) public street and held under separate ownership.

Lot area means the total horizontal area within the lot lines of a lot.

Lot line, front means the property line dividing a lot from a street. On a corner lot, only one (1) street line shall be considered as a front line, or the house will be addressed to ensure that setbacks may be met.

Lot line, rear means the lot line not intersecting a front lot line that is most distant from and most closely parallel to the front lot line. A lot bounded by only three (3) lot lines will not have a rear lot line.

Lot line, side means any boundary of a lot that is not a front or rear lot line. On a corner lot, a side lot line may be a street lot line.

Lot, reversed corner means a corner lot, the side street line of which is substantially a continuation of the front lot line of the first lot to its rear.

Maintenance means the replacing, repairing or repainting of a portion of a sign structure, periodic changing of bulletin board panels or renewing of copy that has been made unusable by ordinary wear and tear, weather or accident.

Miniature horse means a smaller version of the horse, determined by the height of the animal, which is usually less than thirty-four (34) to thirty-eight (38) inches, as measured at the wither, and retaining horse characteristics. In accordance with the Americans with Disabilities, miniature horses that have been individually trained to do work or perform tasks for people with disabilities shall be permitted where reasonable. Factors to consider for accommodation are whether: the animal is housebroken; under the owner's control; the facility can accommodate the animal's type, size, and weight; and the animal's presence will not compromise the legitimate safety requirements necessary for safe operation of the facility.

Mobile or manufactured home means a prefabricated home built all or mostly in factories, rather than on site; and can be assembled in modular sections. They are designed for year-round living in one (1) place. They must be manufactured after 1976 and certified pursuant to the National Manufactured

Housing Construction and Safety Standards Act of 1974, 42 U.S.C. § 5401, et seq., as amended (commonly referred to as the "HUD" Code; effective in 1976) and all regulations enacted pursuant thereto, including any local modifications that are expressly allowed by federal law, or which have been certified by the State as being in compliance with the requirements of the Uniform Building Code as adopted by the State and enforced and administered by the Colorado Division of Housing.

Nonconforming building means a building, structure or portion thereof conflicting with the provisions of this Chapter applicable to the zone in which it is situated.

Nonconforming use means the use of a structure or premises conflicting with the provisions of this Chapter.

Occupied includes arranged, designed, built, altered, converted, rented or leased or intended to be occupied.

Open space means land areas within a subdivision, generally smaller in scale than open lands, which have been left free from structures, parking lots and roads. These types of areas generally benefit the residents or employees of the particular subdivision and usually remain in private ownership. For example, common areas within a condominium project are highly valued by the residents but have little value to the remainder of the Town.

Owner means a person as defined by this Chapter who, alone, jointly or severally with others or in a representative capacity (including, without limitation, an authorized agent, executor or trustee), has legal or equitable title to any property in question.

Person shall also include association, firm, co-partnership or corporation.

Plat means the maps and supporting materials of a proposed subdivision, prepared in accordance with the requirements of this Chapter and utilized as an instrument for recording real estate interests with the County Clerk and Recorder.

Preliminary plan means the map of a proposed subdivision and specified supporting materials, drawn and submitted in accordance with Article III of this Chapter to permit the evaluation of the proposal prior to final engineering and design.

Professional breeder means any person who breeds animals of any species for profit or who produces more than two (2) litters or such of a similar nature, in any one (1) calendar year.

Professional office means an office for professions such as physicians, dentists, lawyers, architects, engineers, artists, musicians, designers, realtors, teachers, accountants and others who, through training, are qualified to perform services of a professional nature, and where no storage or sale of merchandise exists.

Public facility means a building or structure owned and operated by a governmental agency to provide a governmental service to the public.

Public water and public sewer facilities means those facilities of a municipality, public utility, nonprofit corporation, sanitation or water or other special district, which are constructed, operated and maintained to provide water or sewerage service and approved by the County Health Officer.

Quasi-public facility means a use or facility owned or operated by a nonprofit, religious or eleemosynary institution and providing educational, cultural, recreational, religious or similar types of programs.

Recreational vehicle means a structure designed for use as a temporary dwelling or sleeping accommodation for travel, recreation and vacation uses, including, but not by way of limitation, travel trailers, self-contained travel trailers, pickup campers, tent trailers and motorized homes.

Religious assembly, place of means a use category comprised of structures or places in which regular worship, ceremonies, rituals and education pertaining to a particular system of beliefs are held, together with its accessory buildings and uses (including buildings used for educational and recreational activities), operated, maintained and controlled under the direction of a religious group. Accessory uses include, but are not limited to, school facilities, parking, caretakers' housing, pastors' housing, day care and group living facilities, such as convents. Examples include churches, temples, synagogues and mosques.

Room means an unsubdivided portion of the interior of a dwelling unit, excluding bathrooms, kitchens, closets, hallways and service porches.

Service animal means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for purposes of this definition. The work or tasks performed by a service animal must be directly related to the handler's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing nonviolent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort or companionship do not constitute work or tasks for the purposes of this definition. A service animal that is not otherwise defined as a horse or livestock shall be exempt from any numerical limitations on animals set forth herein.

Sexual encounter establishment means a business or commercial establishment that, as one (1) of its primary business purposes, offers, for any form of consideration, a place where two (2) or more persons may congregate, associate or consort for the purpose of specified sexual activities or the exposure of specified anatomical areas or activities when one (1) or more of the persons is in a state of nudity. An adult motel will not be classified as a sexual encounter establishment by virtue of the fact that it offers private rooms for rent.

Sexually oriented business means an adult arcade, adult bookstore, adult novelty store, adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, sexual encounter establishment or nude model studio. The definition of *sexually oriented businesses* shall not include an establishment where a medical practitioner, psychologist, psychiatrist or similar professional person licensed by the State engages in medically approved and recognized sexual therapy.

Site area, gross means total ground area purchased by the present owner, including any proposed portions to be dedicated or improved for public use.

Site area, net means the remaining ground area of the gross site after deleting all portions for public use or public improvement.

Site plan means the plans and supplemental materials, including a grading and drainage plan, a landscape plan and other detailed information, drawn and submitted in accordance with Article II of this Chapter, to evaluate a project prior to issuance of a building permit for multi-family, business, commercial, industrial and planned development projects.

Sketch plan means a map of a proposed subdivision and specified supporting materials drawn and submitted in accordance with Article III of this Chapter to evaluate feasibility and design characteristics at a conceptual state in the planning.

Specified sexual activities includes any of the following:

- a. The fondling or other intentional touching of human genitals, pubic region, buttocks, anus or female breasts.
- b. Sex acts, normal or perverted, actual or simulated, including but not limited to intercourse, oral copulation, sodomy, sadomasochism or bestiality.
- c. Masturbation, actual or simulated.
- d. Human genitals in a state of sexual stimulation, arousal or tumescence.
- e. Excretory functions as part of or in connection with any of the activities set forth in Subparagraphs a. through d. above.

Street means a public thoroughfare which affords the principal means of access to abutting property.

Structure means anything constructed or erected which requires location on the ground or attached to something having a location on the ground, but not including fences or walls used as fences less than six (6) feet in height, poles, lines, cables or other transmission or distribution facilities of public utilities.

Subdivision or subdivided land means any parcel of land which is to be used for condominiums, apartments or any other multiple-dwelling units, unless such land was previously subdivided and the filing accompanying such subdivision complied with municipal regulations applicable to subdivisions of substantially the same density, or the division of any tract of land, lot or parcel into two (2) or more lots, parcels, plats, sites or other divisions of land for the purpose, whether immediate or future, of sale or transfer of ownership, or to offer for sale or development. Lots, tracts, blocks and other subdivisions shall be designated in accordance with this Chapter.

Subdivision improvements agreement means one (1) or more security arrangements which the Town shall accept to secure the actual cost of construction of such public improvements as are required by this Chapter.

Substantial improvement means any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure either: (a) before the improvement or repair is started; or (b) before damages occurred if the structure is damaged.

Therapy animal means an animal provided by prescription or otherwise, that is used to provide comfort and affection to a person other than its handler and is not specifically trained to address a specific need of a disabled person. A therapy animal that is not otherwise defined as a horse or livestock shall be exempt from any numerical limitations on animals set forth herein.

Townhouse means one (1) of a row of houses joined by common sidewalls (party walls), but shall not include separate units stacked one (1) above the other. This includes duplexes.

Use means the purpose for which land or a building is designed, arranged or intended, or for which either is or may be occupied or maintained.

Width of lot means measured at feet twenty-five (25) feet back from the front property line.

Yard means an open space other than a court, on a lot, unoccupied and unobstructed from the ground upward, except as otherwise provided in this Chapter.

Yard, front means a yard extending across the full width of the lot between the front lot line and the nearest line or point of the building.

Yard, rear means a yard extending across the full width of the lot between the rear lot line and the nearest line or point of the building.

Yard, side means a yard extending from the front yard to the rear yard between the side lot line and the nearest line or point of the building or accessory building attached thereto.

(Ord. 09-09 §1; Ord. 10-07 §1; Ord. 12-02 §1)

(Ord. No. 19-15, § 1, 6-25-2019)

<i>Land Use/Activity</i> <small>(1)(8)(9)(13)(15)</small>	<i>Residential Zoning District</i>									
	<i>R-1</i>	<i>R-1-12</i>	<i>R-1-20</i>	<i>RE-1</i>	<i>RE-2</i>	<i>R-2</i>	<i>R-TH</i>	<i>R-3</i>	<i>A-1</i>	<i>LR-1</i>
Single-family detached dwellings ⁽¹¹⁾⁽¹⁴⁾	A	A	A	A	A	A		A	A	A
Single-family attached dwellings ⁽¹¹⁾⁽¹⁴⁾						A	A	A		
Duplex structures ⁽¹¹⁾⁽¹⁴⁾						A	A	A		
Accessory dwelling units (ADUs)	S	S	S	S	S	S		S	S	S
Townhouses ⁽¹²⁾⁽¹⁴⁾							A			
Multi-family dwellings ⁽¹²⁾⁽¹⁴⁾								A		
Accessory buildings ⁽²⁾	A	A	A	A	A	A		A	A	A
Accessory uses: home occupations ⁽³⁾	A	A	A	A	A	A	A	A	A	
Assisted living services	S	S	S	S	S	S		S	S ₍₁₀₎	S ₍₁₀₎
Bed and breakfast inns					S	S		A	S	S
Boarding and rooming houses								A		
Cemeteries or mausoleums	A	A	A	A	A	A			A	A

<i>Land Use/Activity</i> <i>(7)(8)(9)(13)(15)</i>	<i>Residential Zoning District</i>									
	<i>R-1</i>	<i>R-1-12</i>	<i>R-1-20</i>	<i>RE-1</i>	<i>RE-2</i>	<i>R-2</i>	<i>R-TH</i>	<i>R-3</i>	<i>A-1</i>	<i>LR-1</i>
Commercial animal establishments				S	S				S	S
Dormitories								A		
Fences, hedges, walls and trees ⁽⁴⁾	A	A	A	A	A	A	A	A	A	A
Forestry farming, including raising of trees for any purpose					A				A	A
Fraternity and sorority houses								A		
General farming, including grains, fruit, vegetables, grasses, hay, livestock raising and the keeping and boarding of horses ⁽⁵⁾				S	A				A	A
Golf courses	A	A	A	A	A	A		A		
Greenhouses and nurseries, including both wholesale and retail, provided that products sold are raised on the premises				A	A				A	A

<i>Land Use/Activity</i> <i>(7)(8)(9)(13)(15)</i>	<i>Residential Zoning District</i>									
	<i>R-1</i>	<i>R-1-12</i>	<i>R-1-20</i>	<i>RE-1</i>	<i>RE-2</i>	<i>R-2</i>	<i>R-TH</i>	<i>R-3</i>	<i>A-1</i>	<i>LR-1</i>
Group homes or group quarters	S	S	S	S	S	S		S	S	
Horses/livestock ⁽⁵⁾			A	A	A				A	A
Hospitals and emergency facilities	A	A	A	A	A	A		A		
Kennels and other canine-related facilities - commercial ⁽⁶⁾	S	S	S	S	S	S			S	S
Kennels and other canine-related facilities - private ⁽⁶⁾	A	A	A	A	A	A			A	A
Nursery schools and day care centers	S	S	S	S	S	S	S	S	S ₍₁₀₎	S ₍₁₀₎
Parks	A	A	A	A	A	A	A	A	A	A
Playgrounds	A	A	A	A	A	A	A	A	A	A
Public schools	A	A	A	A	A	A		A		
Public utilities	A	A	A	A	A	A	A	A	A	A
Recreation centers - nonprofit neighborhood	S	S	S	S	S	S	S	S		
Religious assembly, place of	A	A	A	A	A	A		A		

<i>Land Use/Activity</i> <i>(7)(8)(9)(13)(15)</i>	<i>Residential Zoning District</i>									
	<i>R-1</i>	<i>R-1-12</i>	<i>R-1-20</i>	<i>RE-1</i>	<i>RE-2</i>	<i>R-2</i>	<i>R-TH</i>	<i>R-3</i>	<i>A-1</i>	<i>LR-1</i>
Retirement/group housing services	S	S	S	S	S	S		S	S ₍₁₀₎	S ₍₁₀₎
Riding stables/academies - commercial					S				S	S
Signs ⁽⁷⁾	A	A	A	A	A	A	A	A	A	A
Stables and other equine-related facilities - private				A	A				A	A
Structures for general farming					A				A	A
Universities	A	A	A	A	A	A		A		

<i>Land Use/Activity</i> <i>(1)(2)(3)(4)(5)(6)(7)(14)</i>	<i>Mobile Home Zoning District</i>	
	<i>MH-1</i> ⁽⁸⁾⁽⁹⁾	<i>MH-2</i> ⁽¹⁰⁾
Single-family detached dwellings	A	
Accessory buildings	A	A
Home occupations	A	A
Accessory uses	A	A
Athletic fields	A	
Cemeteries or mausoleums	A	
Fences, hedges, walls and trees ⁽⁴⁾	A	A
Golf courses	A	
Hospitals and emergency facilities	S	
Kennels and other canine-related facilities - commercial ⁽¹¹⁾		
Kennels and other canine-related facilities - private ⁽¹¹⁾	A	
Mobile home parks		A
Mobile home subdivisions	A	
Nursery schools and day care centers	S	S
Parking lots and parking garages		

<i>Land Use/Activity</i> (1)(2)(3)(4)(5)(6)(7)(14)	<i>Mobile Home Zoning District</i>	
	<i>MH-1⁽⁸⁾⁽⁹⁾</i>	<i>MH-2⁽¹⁰⁾</i>
Parks	A	A
Playgrounds	A	A
Private campgrounds		S
Public buildings and lands	A	
Public safety-related facilities	A	A
Public transportation terminals other than truck terminals		
Public utilities	A	A
Recreation centers - nonprofit neighborhood	S	S
Recreation facilities - private	S	S
Recreation facilities - public	A	A
Religious assembly, places of	A	
Schools - private	A	A
Schools - public	A	A

<i>Land Use/Activity</i> <i>(1)(2)(3)(4)(5)(6)(7)(14)</i>	<i>Mobile Home</i> <i>Zoning District</i>	
	<i>MH-1</i> ⁽⁸⁾⁽⁹⁾	<i>MH-2</i> ⁽¹⁰⁾
Signs	A	A
Universities	A	

<i>Land Use/Activity</i> (1)(2)(3)(4)(5)(9)(10)(11)	<i>Public-Institutional/Regional Commercial/Commercial Mixed Use/Industrial/Downtown Zoning Districts</i>				
	<i>P-I</i>	<i>RC</i>	<i>CMU</i>	<i>L-I⁽⁶⁾</i>	<i>DT</i>
Single-family detached dwellings		S	S		
Single-family attached dwellings			S		A
Duplex structures			S		
Accessory dwelling units (ADUs)		S	S		S
Townhouses					S
Multi-family dwellings			S		S
Accessory buildings	A	A	A	A	A
Home occupations			A		A
Accessory uses			A		A
Amphitheater			A		A
Amusement and recreation establishments and areas		A	A	S	S
Assisted living services			S		
Athletic fields	A				
Auto repair garages		A		A	

<i>Land Use/Activity</i> (1)(2)(3)(4)(5)(9)(10)(11)	<i>Public-Institutional/Regional Commercial/Commercial Mixed Use/Industrial/Downtown Zoning Districts</i>				
	<i>P-I</i>	<i>RC</i>	<i>CMU</i>	<i>L-I⁽⁶⁾</i>	<i>DT</i>
Automotive wrecking and graveyards, salvage yards and junkyards				S	
Bakeries		A	A		A
Bed and breakfast inns		A	A		A
Beer, wine and liquor stores (off-premises of alcohol consumption)		A	S		S
Boarding and rooming houses			A		A
Business schools, studios and vocational schools, not involving processes of a heavy industrial nature		A		A	
Business service establishments		A	A	A	A
Car lots - new and used		A			
Car service and sales establishments		A		A	
Car washes		A			
Car/vehicle rental or leasing		A		A	
Cemeteries or mausoleums	A			A	
Clubs and lodges		A	A		A

<i>Land Use/Activity</i> (1)(2)(3)(4)(5)(9)(10)(11)	<i>Public-Institutional/Regional Commercial/Commercial Mixed Use/Industrial/Downtown Zoning Districts</i>				
	<i>P-I</i>	<i>RC</i>	<i>CMU</i>	<i>L-I⁽⁶⁾</i>	<i>DT</i>
Commercial animal establishments		A	S		
Commercial food preparation kitchens		A	A		A
Computer design-generated CAD-CAM operations not involving heavy industry		A	A	A	A
Computer-generated CAD and similar nonoffensive "light" industrial uses				A	
Construction-related businesses		S		A	
Convenience stores or centers		A	A		A
Distribution centers				A	
Dormitories			S		
Drive-in restaurants		A			
Eating and drinking establishments		A	A		A
Exhibition and art galleries		A	A		A
Facilities for assembly, manufacturing, compounding, processing or treatment of products				A	
Farmers markets or other open markets		A	A		A

<i>Land Use/Activity</i> (1)(2)(3)(4)(5)(9)(10)(11)	<i>Public-Institutional/Regional Commercial/Commercial Mixed Use/Industrial/Downtown Zoning Districts</i>				
	<i>P-I</i>	<i>RC</i>	<i>CMU</i>	<i>L-I⁽⁶⁾</i>	<i>DT</i>
Fences, hedges, walls and trees ⁽⁴⁾	A	A	A	A	A
Financial institutions		A	A		A
Fitness, recreational sports, gym or athletic club		A	S	A	S
Food and beverage processing				A	
Fraternity and sorority houses			S		
Garden/flower shops		A	A		A
Golf courses					
Hospitals and emergency facilities	A	A			
Hospitals for animals		A	A		
Hotels and motels		A			
Kennels and other canine-related facilities - commercial ⁽⁷⁾		S	S	S	
Kennels and other canine-related facilities - private ⁽⁷⁾			S		
Laboratories or specialized industrial facilities				A	
Mill-type factories				A	

<i>Land Use/Activity</i> (1)(2)(3)(4)(5)(9)(10)(11)	<i>Public-Institutional/Regional Commercial/Commercial Mixed Use/Industrial/Downtown Zoning Districts</i>				
	<i>P-I</i>	<i>RC</i>	<i>CMU</i>	<i>L-I⁽⁶⁾</i>	<i>DT</i>
Miniature golf establishments			A	A	S
Mobile home parks					
Mobile home subdivisions					
Mortuaries/funeral homes		A	S	A	
Movie theaters		A	A		S
Museums, exhibitions or similar facilities	S	A	A		A
Nursery schools and day care centers		S	S		
Parking lots and parking garages	A	A	A	A	A
Parks	A	A	A	A	A
Pawn shops ⁽⁸⁾		A		A	
Performance theaters			A		A
Personal service establishments		A	A		A
Plant or tree nurseries		A		A	
Playgrounds	A				
Private campgrounds					

<i>Land Use/Activity</i> (1)(2)(3)(4)(5)(9)(10)(11)	<i>Public-Institutional/Regional Commercial/Commercial Mixed Use/Industrial/Downtown Zoning Districts</i>				
	<i>P-I</i>	<i>RC</i>	<i>CMU</i>	<i>L-I⁽⁶⁾</i>	<i>DT</i>
Professional, commercial or business offices		A	A	A	A
Public buildings and lands	A	A	A	A	A
Public safety-related facilities	A	A	A	A	A
Public transportation terminals other than truck terminals	A	A	A	A	A
Public utilities	A	A	A	A	A
Recreation centers - nonprofit neighborhood	S		S		
Recreation facilities - private		A	A	A	
Recreational facilities - public	A	A	A	A	A
Religious assembly, place of	A	A	A	A	A
Research and development services				A	
Restaurants and lounges		A	A		A
Retail stores, sales and display rooms and shops		A	A		A
Retirement/group housing services			S		
Schools - private		A	A	A	
Schools - public	A	A	A	A	

<i>Land Use/Activity</i> (1)(2)(3)(4)(5)(9)(10)(11)	<i>Public-Institutional/Regional Commercial/Commercial Mixed Use/Industrial/Downtown Zoning Districts</i>				
	<i>P-I</i>	<i>RC</i>	<i>CMU</i>	<i>L-I⁽⁶⁾</i>	<i>DT</i>
Service stations		A		A	
Services to buildings and dwellings (pest control, janitorial, landscaping, carpet/upholstery cleaning)				A	
Sexually oriented businesses ⁽⁹⁾		A			
Signs	A	A	A	A	A
Storage facilities, RVs, campers, trailers, large vehicles				S	
Tattoo parlors		A			
Trailer sales and service		A			
Universities, colleges, technical institutions - satellite locations			A		S
Warehouse and storage facilities				A	
Warehouse discount stores/superstores		A			
Wholesaling, exclusive of manufacturing		A			

Sec. 16-3-80. - Replat, vacation, or plat amendment.

- (a) Intent. The intent of this Section is to provide a process of review for a change to a recorded plat or a replat of a superblock that ensures that the change is consistent with the zoning district requirements, including, but not limited to, the following:
 - (1) Replat of a lot or tract, adjustment or vacation of a lot line, vacation of a plat without rights-of-way or easements; or
 - (2) Vacation of right-of-way, easement or portion thereof.
- (b) Prerequisite. The submittal process shall vary according to the nature of the proposed amendment based on, but not limited to, the following: degree of change, design, size, impact to public facilities, services, roads and overall impacts.
- (c) Submittal process and requirements.
 - (1) A change to a recorded plat due to an error or omission shall be processed in accordance with this Chapter.
 - (2) A replat of a lot or tract, an adjustment or vacation of a lot line, a vacation of a plat (without rights-of-way or easements) or a minor reconfiguration of an easement shall be processed in accordance with the final plat process.
 - (3) A vacation of a platted easement or right-of-way shall be processed in accordance with the final plat process. In addition:
 - a. For a vacation of a public right-of-way, a public hearing is required by the Planning Commission and Board of Trustees. Public notice shall be required for both the Planning Commission and the Board of Trustees hearing in accordance with Subsections 16-4-30(b) through (d) of this Chapter. (NOTE: An access easement, i.e., trail, shall be considered a right-of-way.)

b.

For a vacation of an easement, public notice shall be required for the Board of Trustees hearing in accordance with Subsections 16-4-30(b) through (d) of this Chapter. In addition, the applicant shall send a notice of hearing to known easement holders notifying them of the proposed vacation by certified mail, return receipt requested.

- (4) A vacation of an unplatted easement or right-of-way shall be processed as follows:
 - a. An ordinance shall be prepared that includes the legal description of the right-of-way or easement to be vacated and the book and page numbers as recorded by the County Clerk and Recorder.
 - b. The vacation request shall be heard by the Planning Commission and Board of Trustees at a public hearing. Public notice shall be required only for the Board of Trustees hearing in accordance with Subsections 16-4-30(b) through (d) of this Chapter. The ordinance shall be recorded in the office of the County Clerk and Recorder upon obtaining the signature of the Mayor.
- (5) An amendment to a plat which includes a redesign of streets, blocks, lots and easements shall be processed according to the sketch, preliminary plan and final plat process of this Chapter.
- (d) Public notice requirements. All public notice requirements shall be done in accordance with Subsections 16-4-30(b) through (d) of this Chapter.
- (e) Plat title. The title shall be the same as the previously recorded plat followed by the amendment number along the first line at the top of the sheet (along the long dimension). The planning area, if applicable, and a brief description of all the changes shall be placed under the title.
- (f) Lot numbers. The lots shall be numbered consecutively starting with the number 1. Tracts shall be lettered alphabetically in consecutive order. Include the square footage within each lot.

(Ord. No. 20-08, § 1, 7-28-2020)

Sec. 16-9-20. - Criteria for approval.

- (a) The Board of Trustees may approve a use by special review subject to reasonable conditions which include, but are not limited to, the requirements that the proposed use:
 - (1) Will be in harmony and compatible with the character of the surrounding areas and neighborhood;
 - (2) Will not result in an over-intensive use of land;
 - (3) Will not have a material adverse effect on community capital improvement programs;
 - (4) Will not require a level of community facilities and services greater than is available;
 - (5) Will not result in undue traffic congestion or traffic hazards;
 - (6) Will not cause significant air, water or noise pollution;
 - (7) Will be adequately landscaped, buffered and screened;
 - (8) Will not otherwise be detrimental to the health, safety or welfare of present or future inhabitants of the Town.
- (b) In addition to the above requirements, an Accessory Dwelling Unit (ADU) that is subject to the use by special review requirements shall comply with the following standards:
 - (1) An ADU shall be limited to one (1) accessory dwelling unit (unit) per lot.
 - (2) The design and location of the unit shall be clearly subordinate to the principal structure.
 - (3) The unit can only be located on a lot or parcel of five thousand (5,000) square feet or more.
 - (4) The unit shall not be included in the zoning or land use density calculation.
 - (5)

The detached unit must meet all requirements of Chapter 18 of this Code.

- (6) One (1) off-street parking space per unit is recommended in addition to the spaces otherwise required; however, parking shall be addressed on a case-by-case basis.
- (7) The accessory dwelling unit shall be served by the same water tap and sewer tap as the main structure, and the taps shall be sized according to the total demand for both structures.
- (8) In a residential zoning district, the detached unit shall not be less than three hundred (300) square feet and not more than the lesser of seven hundred (700) square feet or fifty percent (50%) of the floor area of the primary residence.
- (9) In a business zoning district, the accessory dwelling shall not be more than fifty percent (50%) of the total square footage of the building.
- (10) The unit shall be integrated into the site by appropriate site grading, earthwork and landscaping and be harmonious with the character of the building.
- (11) The outside appearance of the principal structure shall not be changed from that of its primary use.
- (12) Private entrances to attached accessory dwellings shall be located on the side or rear of the residence.
- (13) Accessory dwelling units that are freestanding shall in no case be located in front of the principal structure. The accessory unit shall be located on the rear half of the parcel or in or above the garage.
- (14) Accessory structure setbacks can be used for detached accessory dwelling units if single story. Multiple story structures used as accessory dwelling units must meet principal structure setbacks.
- (15) The design and construction material used in an accessory dwelling unit shall be architecturally compatible to the principal structure.

- (16) If attached to the main dwelling, it may have a separate entry and kitchen facility. If a separate entry is proposed, the design of the structure shall accommodate a fire wall between the main home and accessory dwelling unit.
 - (17) Separate addressing of the accessory structure and any related utility taps is not permitted.
 - (18) ADUs may be approved for a period not to exceed two (2) years. The applicant or owner must reapply biennially for review no later than thirty (30) days past the original approval date.
- (c) In addition to the requirements in Subsection (a) above, generally, all commercial animal establishments shall meet the following conditions:
- (1) Animal housing facilities shall be provided for the animals and shall be structurally sound, constructed of nontoxic materials, maintained in good repair and designed so as to protect the animals from injury. Each animal shall be provided with adequate floor space to allow it, according to species and breed, to breathe and turn about freely and to easily eat, eliminate wastes, stand, sit and lie in a comfortable normal position and sanitary environment.
 - (2) Electrical power shall be supplied in conformance with applicable electrical codes adequate to supply heating, ventilation and lighting.
 - (3) Water shall be supplied at sufficient pressure and quantity to clean housing facilities and enclosures of debris and excreta.
 - (4) Adequate food and bedding shall be provided and stored in facilities which provide protection against rot, mildew and infestation or contamination by insects or rodents. Refrigeration shall be provided for the protection of perishable foods.
 - (5) Provision shall be made for the removal and disposal of animal and food wastes, bedding, dead animals and debris. Disposal facilities shall be so provided and operated as to minimize vermin infestation, or

and disease.

- (6) Washroom facilities, including sinks with hot and cold water and toilets, shall be conveniently available to maintain cleanliness among animal caretakers and for the purpose of washing utensils and equipment.
- (7) Each animal shall be observed daily. Reasonable efforts shall be made to separate sick, diseased or injured animals from those appearing healthy and normal. Sick, diseased or injured animals shall be removed from display and sale and kept in isolation quarters. Ventilation of quarters for sick or diseased animals shall be arranged to avoid contamination of healthy animals.
- (8) During the hours any facility is open, there shall be an employee or keeper on duty at all times, whose responsibility shall be the care and supervision of the animals in that facility, whether held for sale or display.
- (9) An employee, keeper or owner shall make provision to feed, water and provide other necessary care for animals on days the store or establishment is closed.
- (10) No person shall knowingly misrepresent an animal to a consumer in any way. No person shall knowingly sell a sick or injured animal. Adequate care and feeding instructions shall be given, in writing, to each animal purchaser.
- (11) Animals which are caged, closely confined or restrained shall be permitted to exercise daily for an appropriate length of time as determined by their size, age and species, in an area suitable for that purpose.
- (12) Facilities shall be clean and sanitary at all times.
- (13) A commercial kennel shall also comply with the following standards:
 - a.

Purpose statement. A statement regarding the specific purpose or purposes of the proposed kennel facility, including the specific category or categories of animal facility designated by the rules and regulations of the Colorado Pet Animal Care Facilities Act (Section 35-80-101—35-80-117, et seq., C.R.S.), the Colorado Division of Wildlife and/or the U.S. Department of Agriculture.

- b. Type and number of animals. A statement regarding the type and number of animals for which the kennel permit is requested. The number of dogs allowed in a kennel will be determined on a case-by-case basis, based on location, size of property and number of dogs.
- c. Animal management plan. Kennels will not be allowed to become unsightly or a public nuisance or create health or environmental hazards for surrounding properties. The animal management plan shall clearly state how the applicant will address the following:
 1. Animal waste and wastewater disposal.
 2. Potential for groundwater contamination.
 3. Flies and insects.
 4. Emergency evacuation of animals.
 5. Isolation of sick, injured or aggressive animals or females in season (estrus).
 6. Noise mitigation.
 7. Odor mitigation.
 8. Escape prevention.
 9. On-site supervision.
 10. Veterinary services.
 11. Record-keeping, including but not limited to immunizations, births, sterilizations, etc.

(d)

In addition to the requirements in Subsection (a) above, to allow livestock on less than two (2) acres; or more than one (1) horse or two (2) miniature horses on less than two (2) acres but more than twenty thousand (20,000) square feet; or one (1) horse or two (2) miniature horses on less than twenty thousand (20,000) square feet, the following standards shall apply:

- (1) One-half ($\frac{1}{2}$) acre is required per each additional animal on properties more than twenty thousand (20,000) square feet.
- (2) Plot plan of the property showing location of corral and shelter with appropriate setbacks.
- (3) Feeding of the animals is required with only limited periodic grazing, vegetation permitting; overgrazing is prohibited.
- (4) Regular removal or spreading of manure is required to prevent the property from becoming a nuisance.

(Ord. 09-09 §8; Ord. 10-07 §14)



TOWN OF ELIZABETH

MICHELLE OESER TOWN CLERK

TO: Honorable Mayor and Board of Trustees
FROM: Michelle Oeser Town Clerk
DATE: April 9, 2024
SUBJECT: Liquor License Transfer

SUMMARY

Daniel Archer has purchased Jac's Pizza and has applied to transfer the current liquor license. Mr. Archer turned in his application on Tuesday, March 26, 2023. All fees have been paid to both the Town and the State. All the required paperwork has been submitted and completed. A liquor license transfer does not require a public hearing and is an administration approval process. Mr. Archer has also applied for his new business licenses through the Town. Once approved, the application goes on to the State of Colorado Liquor Enforcement Division for review and approval. If approved, a temporary permit will be issued to Jac's Restaurant. The permit is good for 180 days while the State reviews and approves the application.

STAFF RECOMMENDATION

Staff recommends the Board approve Jac's Inc. liquor license transfer application.

ATTACHMENTS(S)

Liquor Transfer Application

DR 8404 (02/20/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

MAR 26 2024

Colorado Liquor Retail License Application

RECEIVED

* Note that the Division will not accept cash Paid by check Paid online

Uploaded to Date
Movelt on

New License New-Concurrent Transfer of Ownership State Property Only Master file

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor, Beer and Wine Code: SBG.Colorado.gov/Liquor

1. Applicant is applying as a/an Individual Limited Liability Company Association or Other
 Corporation Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation
DDA, Inc. FEIN Number

2a. Trade Name of Establishment (DBA) State Sales Tax Number Business Telephone
Jac's

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
344 E Kiowa Ave

City County State ZIP Code
Elizabeth Elbert CO 80107

4. Mailing Address (Number and Street) City or Town State ZIP Code
P.O Box 1357 Elizabeth CO 80107

5. Email Address
jacsrestaurant22@yahoo.com

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA) Present State License Number Present Class of License Present Expiration Date
Jac's 03-18692 Beer & Wine 4/6/2024

Section A Nonrefundable Application Fees* **Section B (Cont.) Liquor License Fees***

- | | |
|--|---|
| <input type="checkbox"/> Application Fee for New License.....\$1,100.00 | <input type="checkbox"/> Liquor-Licensed Drugstore (County)\$312.50 |
| <input type="checkbox"/> Application Fee for New License w/Concurrent Review\$1,200.00 | <input type="checkbox"/> Lodging & Entertainment - L&E (City)\$500.00 |
| <input checked="" type="checkbox"/> Application Fee for Transfer\$1,100.00 | <input type="checkbox"/> Lodging & Entertainment - L&E (County)\$500.00 |

Section B Liquor License Fees*

- | | |
|--|--|
| <input type="checkbox"/> Add Optional Premises to H & R.....\$100.00 X _____ Total _____ | <input type="checkbox"/> Manager Registration - H & R\$30.00 |
| <input type="checkbox"/> Add Related Facility to Resort Complex\$75.00 X _____ Total _____ | <input type="checkbox"/> Manager Registration - Tavern\$30.00 |
| <input type="checkbox"/> Add Sidewalk Service Area.....\$75.00 | <input type="checkbox"/> Manager Registration - Lodging & Entertainment.....\$30.00 |
| <input type="checkbox"/> Arts License (City)\$308.75 | <input type="checkbox"/> Manager Registration - Campus Liquor Complex\$30.00 |
| <input type="checkbox"/> Arts License (County)\$308.75 | <input type="checkbox"/> Optional Premises License (City).....\$500.00 |
| <input checked="" type="checkbox"/> Beer and Wine License (City).....\$351.25 | <input type="checkbox"/> Optional Premises License (County)\$500.00 |
| <input type="checkbox"/> Beer and Wine License (County).....\$436.25 | <input type="checkbox"/> Racetrack License (City).....\$500.00 |
| <input type="checkbox"/> Brew Pub License (City)\$750.00 | <input type="checkbox"/> Racetrack License (County).....\$500.00 |
| <input type="checkbox"/> Brew Pub License (County).....\$750.00 | <input type="checkbox"/> Resort Complex License (City).....\$500.00 |
| <input type="checkbox"/> Campus Liquor Complex (City)\$500.00 | <input type="checkbox"/> Resort Complex License (County).....\$500.00 |
| <input type="checkbox"/> Campus Liquor Complex (County)\$500.00 | <input type="checkbox"/> Related Facility - Campus Liquor Complex (City).....\$160.00 |
| <input type="checkbox"/> Campus Liquor Complex (State).....\$500.00 | <input type="checkbox"/> Related Facility - Campus Liquor Complex (County)\$160.00 |
| <input type="checkbox"/> Club License (City)\$308.75 | <input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....\$160.00 |
| <input type="checkbox"/> Club License (County)\$308.75 | <input type="checkbox"/> Retail Gaming Tavern License (City)\$500.00 |
| <input type="checkbox"/> Distillery Pub License (City).....\$750.00 | <input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00 |
| <input type="checkbox"/> Distillery Pub License (County)\$750.00 | <input type="checkbox"/> Retail Liquor Store License-Additional (City).....\$227.50 |
| <input type="checkbox"/> Hotel and Restaurant License (City)\$500.00 | <input type="checkbox"/> Retail Liquor Store License-Additional (County).....\$312.50 |
| <input type="checkbox"/> Hotel and Restaurant License (County)\$500.00 | <input type="checkbox"/> Retail Liquor Store (City).....\$227.50 |
| <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City)\$600.00 | <input type="checkbox"/> Retail Liquor Store (County).....\$312.50 |
| <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County).....\$600.00 | <input type="checkbox"/> Tavern License (City)\$500.00 |
| <input type="checkbox"/> Liquor-Licensed Drugstore (City)\$227.50 | <input type="checkbox"/> Tavern License (County).....\$500.00 |
| | <input type="checkbox"/> Vintners Restaurant License (City)\$750.00 |
| | <input type="checkbox"/> Vintners Restaurant License (County).....\$750.00 |

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number Liability Date License Issued Through (Expiration Date) Total \$


Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: SBG.Colorado.gov/Liquor for more information**

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application - <i>Need</i> <input checked="" type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input checked="" type="checkbox"/> E. All sections of the application need to be completed <input checked="" type="checkbox"/> F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application <div style="text-align: right; font-size: 1.2em;"><i>In process</i></div>
II.	Diagram of the premises <input checked="" type="checkbox"/> A. No larger than 8½" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input checked="" type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input checked="" type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input checked="" type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <i>Complete</i> <input type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <i>Need</i> <input checked="" type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
IV.	Background information (DR 8404-I) and financial documents <input type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with IdentoGO. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free) Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 Details about the vendors and fingerprinting in Colorado can be found on CBI's website here: https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached) <div style="text-align: right; font-size: 1.2em;"><i>In process</i> <i>Complete</i></div>
V.	Sole proprietor/husband and wife partnership (if applicable) <input type="checkbox"/> A. Form DR 4679 <input checked="" type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input checked="" type="checkbox"/> A. Certificate of Incorporation <input checked="" type="checkbox"/> B. Certificate of Good Standing <i>Need Complete</i> <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
VIII.	Limited Liability Company applicant information (if applicable) <input type="checkbox"/> A. Copy of articles of organization <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application <input type="checkbox"/> A. \$30.00 fee <input checked="" type="checkbox"/> B. If owner is managing, no fee required

Name Jac's	Type of License Beer & Wine	Account Number			
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):					
a. Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>			
b. Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>			
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>			
If you answered yes to 8a, b or c, explain in detail on a separate sheet.					
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/> <input checked="" type="checkbox"/>			
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>			
Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/>		or			
Other: _____					
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,0000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>			
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,0000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>			
13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		<input type="checkbox"/> <input type="checkbox"/>			
b. Are you a Colorado resident?		<input type="checkbox"/> <input type="checkbox"/>			
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input type="checkbox"/> <input checked="" type="checkbox"/>			
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?		<input type="checkbox"/> <input type="checkbox"/>			
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____					
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:					
Landlord Wendler Properties Inc.	Tenant Daniel Archer	Expires 3/31/2025			
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>			
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".					
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.					
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage	
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage	
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.					
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:		<input type="checkbox"/> <input type="checkbox"/>	Has a local ordinance or resolution authorizing optional premises been adopted?		
Number of additional Optional Premise areas requested. (See license fee chart) _____					
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.					

Name Jac's	Type of License Beer & Wine	Account Number		
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following: a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes" a copy of license must be attached.				
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation Yes No a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? <input type="checkbox"/> Yes <input type="checkbox"/> No b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? <input type="checkbox"/> Yes <input type="checkbox"/> No c. How long has the club been incorporated? <input type="checkbox"/> Yes <input type="checkbox"/> No d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? <input type="checkbox"/> Yes <input type="checkbox"/> No				
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following: a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) <input type="checkbox"/> Yes <input type="checkbox"/> No				
22. Campus Liquor Complex applicants answer the following: a. Is the applicant an institution of higher education? <input type="checkbox"/> Yes <input type="checkbox"/> No b. Is the applicant a person who contracts with the institution of higher education to provide food services? <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes" please provide a copy of the contract with the institution of higher education to provide food services.				
23. For all on-premises applicants. a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager	First Name of Manager			
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. <input type="checkbox"/> Yes <input type="checkbox"/> No				
25. Related Facility - Campus Liquor Complex applicants answer the following: <input type="checkbox"/> Yes <input type="checkbox"/> No a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex. b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager	First Name of Manager			
26. Tax Information. Yes No a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name Daniel Archer	Home Address, City & State [REDACTED]	DOB [REDACTED]	Position President	%Owned 100
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned

Name Jac's	Type of License Beer & Wine	Account Number	
<p>** If applicant is owned 100% by a parent company, please list the designated principal officer on above.</p> <p>** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)</p> <p>** If total ownership percentage disclosed here does not total 100%, applicant must check this box:</p> <p><input type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.</p>			
Oath Of Applicant			
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.			
Authorized Signature 	Printed Name and Title Daniel Archer President	Date 03/20/2024	
Report and Approval of Local Licensing Authority (City/County)			
Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)		
For Transfer Applications Only - Is the license being transferred valid? Yes <input type="checkbox"/> No <input type="checkbox"/>			
<p>The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:</p> <p><input type="checkbox"/> Fingerprinted</p> <p><input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants</p> <p>That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license</p> <p>(Check One)</p> <p><input type="checkbox"/> Date of inspection or anticipated date _____</p> <p><input type="checkbox"/> Will conduct inspection upon approval of state licensing authority</p>			
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?		Yes <input type="checkbox"/> No <input type="checkbox"/>	
<input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?		Yes <input type="checkbox"/> No <input type="checkbox"/>	
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.			
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?		Yes <input type="checkbox"/> No <input type="checkbox"/>	
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.			
Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County	
Signature	Print	Title	Date
Signature	Print	Title	Date

Tax Check Authorization, Waiver, and Request to Release Information

I, Daniel D Archer

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter
"Waiver") on behalf of

(the "Applicant/Licensee")

Daniel D Archer 

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)

Daniel Dennis Archer / DDA Inc

Social Security Number/Tax Identification Number

[REDACTED]

Home Phone Number

[REDACTED]

Business/Work Phone Number

303/200/0320

Street Address

344 E Kiowa Ave

City

Elizabeth

State

CO


ZIP Code

0187

Printed name of person signing on behalf of the Applicant/Licensee

Daniel D Archer

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Date Signed



4/1/2024

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business <i>Jac's Inc</i>		Home Phone Number <i>303/646/9070</i>	[REDACTED]	
2. Your Full Name (last, first, middle) <i>Daniel Dennis Archer</i>		3. List any other names you have used		
4. Mailing address (if different from residence) <i>P.O. Box 1357 Elizabeth CO 80107</i>		Email Address <i>Jacsrestaurant22@yahoo.com</i>		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip		From
To				
Current	<i>179 Lionel Lane</i>	<i>Elizabeth CO, 80107</i>	<i>1997</i>	<i>Present</i>
Previous				
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business		Address (Street, Number, City, State, Zip)		Position Held
From		To		
<i>Wendler Properties</i>		<i>154 E Kiowa Ave ^{ELI-2} CO 80107</i>	<i>Office Manager</i>	<i>10/1/19 Present</i>
<i>Rocky Mountain Pizzeria</i>		[REDACTED]	<i>Chef</i>	<i>6/1/23 3/1/24</i>
<i>Buzzards Pizza</i>		[REDACTED]	<i>Manager</i>	<i>1/1/18 4/1/20</i>
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative		Relationship to You		Position Held
Name of Licensee				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) Yes No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) Yes No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) Yes No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth b. Social Security Number c. Place of Birth Littleton Colorado d. U.S. Citizen Yes No

e. If Naturalized, state where f. When g. Name of District Court

h. Naturalization Certificate Number i. Date of Certification j. If an Alien, Give Alien's Registration Card Number k. Permanent Residence Card Number

l. Height 6ft m. Weight 1" n. Hair Color Brown o. Eye Color Green p. Gender Male q. Do you have a current Driver's License/ID? If so, give number and state. Yes No State Colorado

14. Financial Information.
 a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ 165,000.00

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ _____
 * If corporate investment only please skip to and complete section (d)
 ** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

e. Loan Information (Attach copies of all notes or loans)

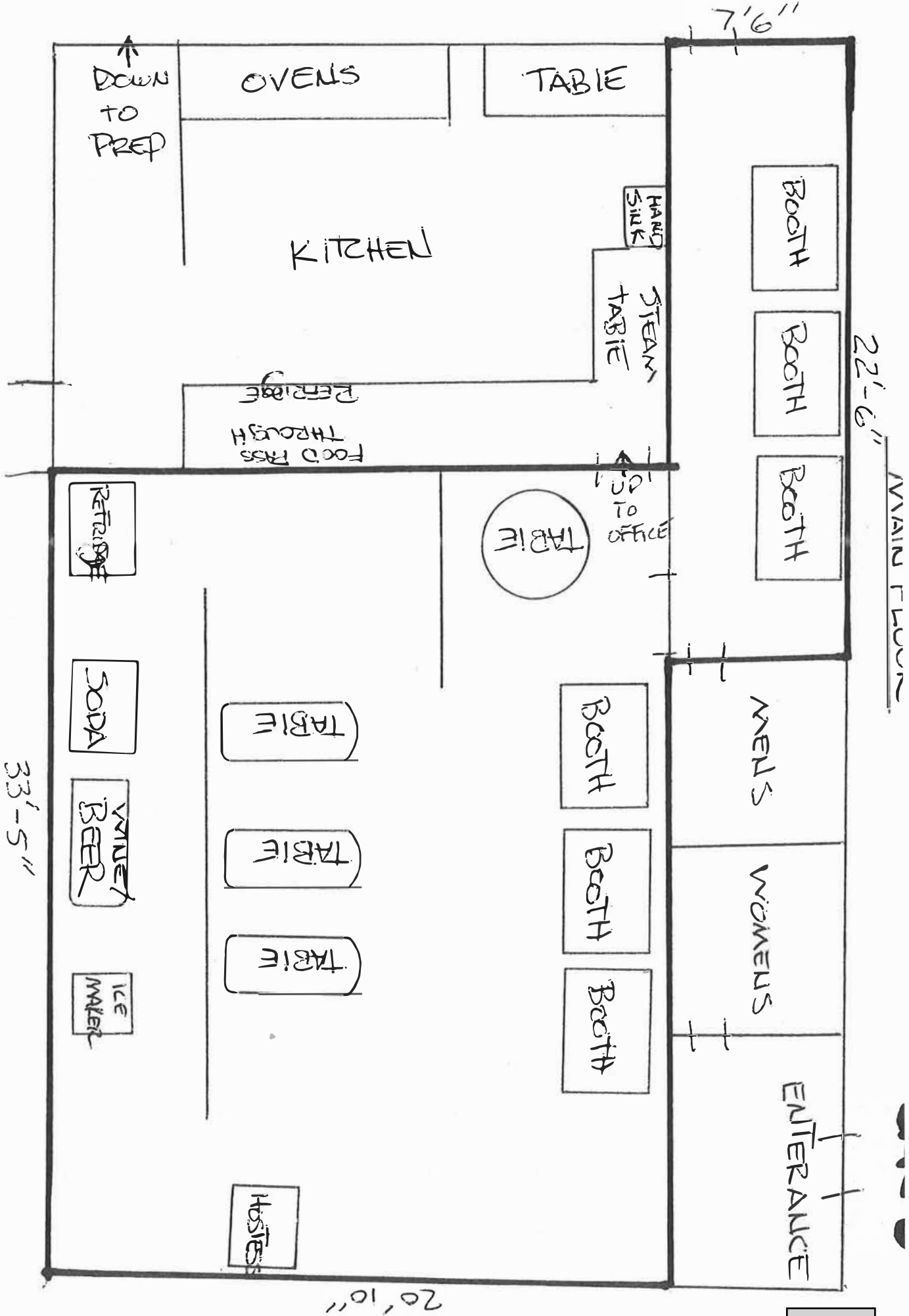
Name of Lender	Address	Term	Security	Amount

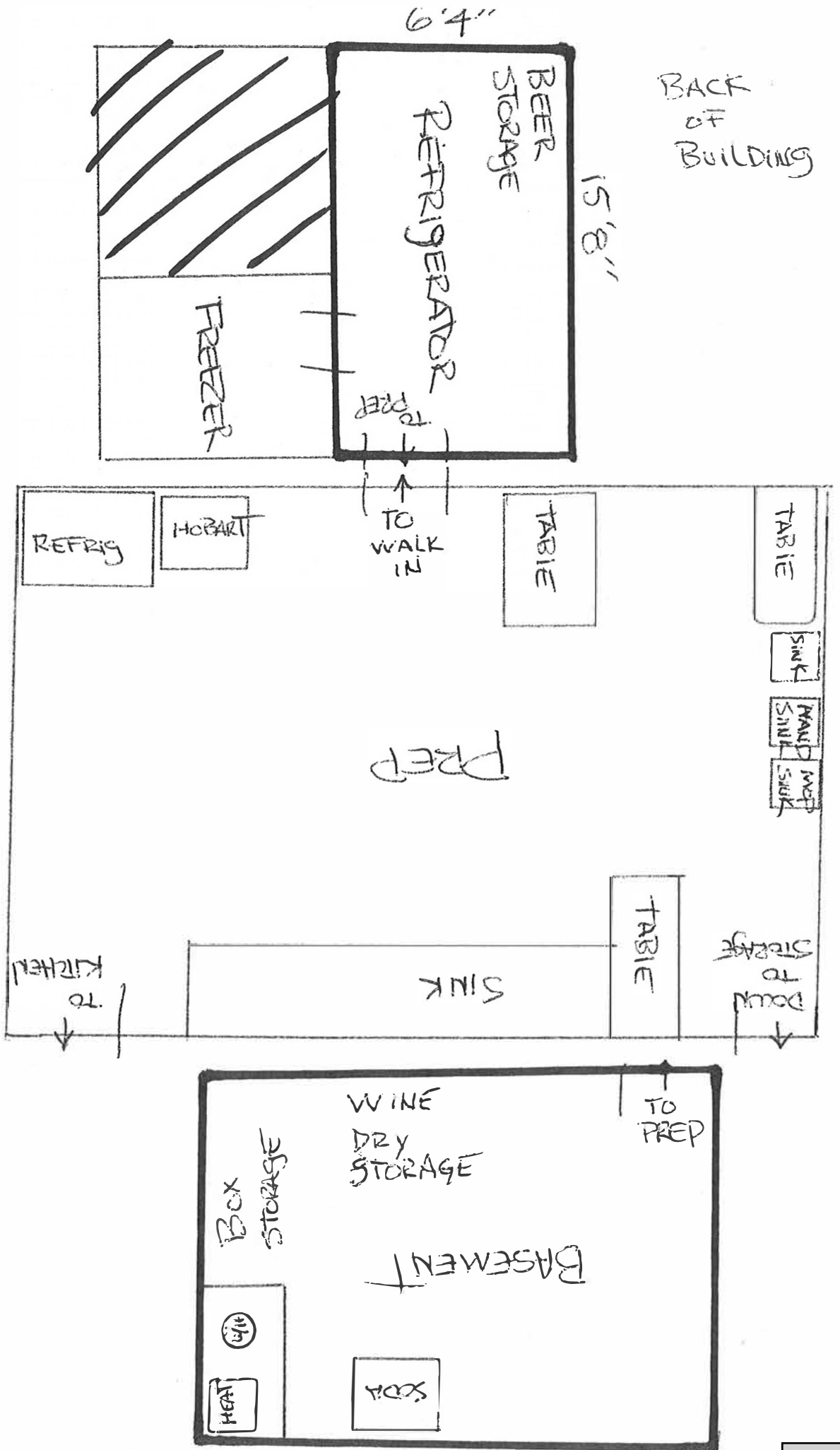
Oath of Applicant

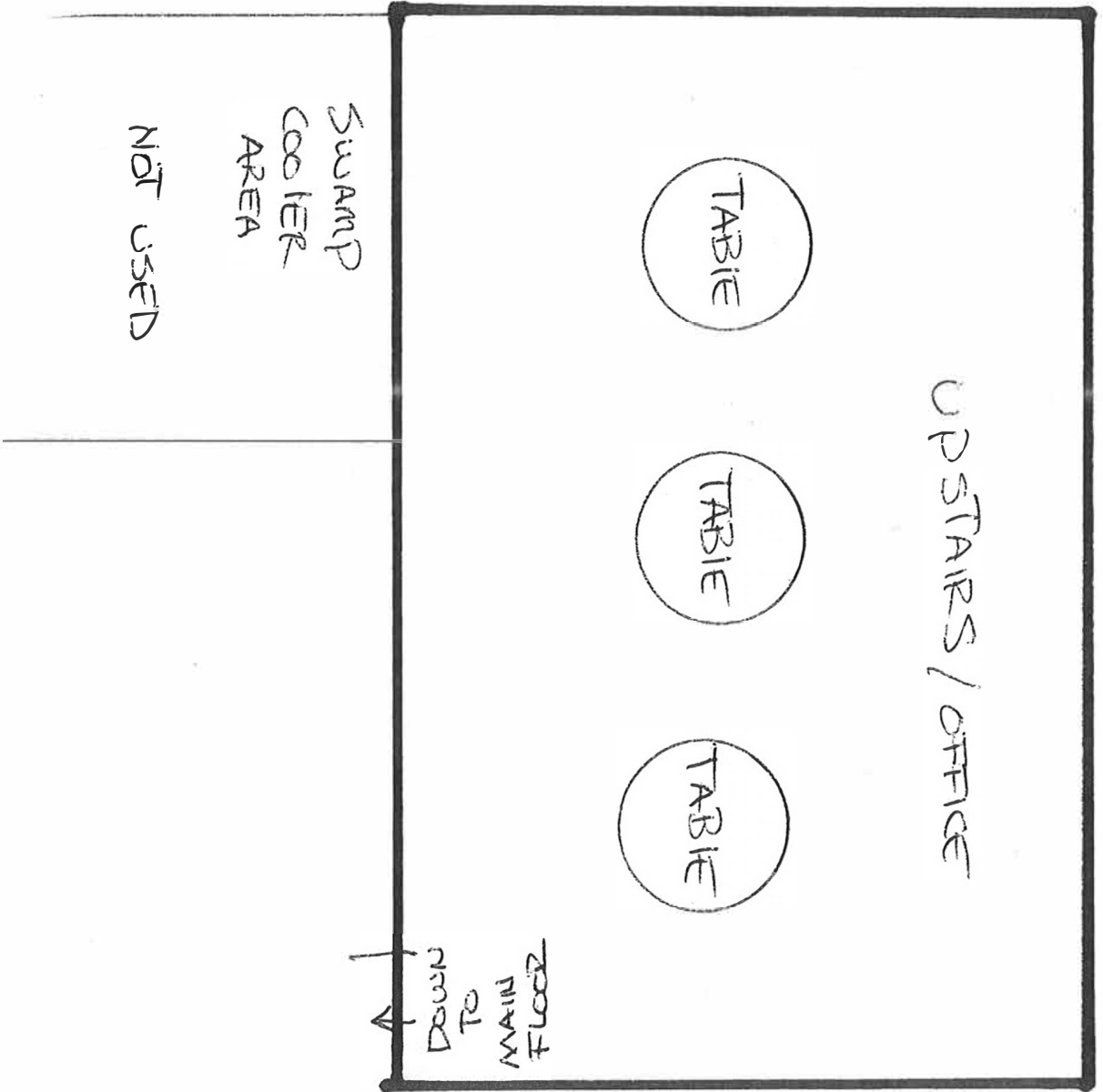
I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

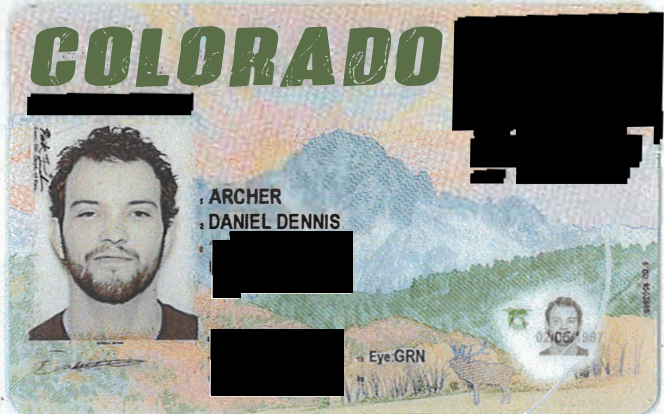
Authorized Signature Print Signature Title Date

BACK OF BUILDING









LEASE/RENTAL AGREEMENT

This Lease is made between Wendler Properties, Inc., herein called "Landlord," and **DDA INC DBA Jac's & Daniel Archer** Individually, herein called "Tenant." Tenant hereby leases from Landlord the premises situated in the **Town of Elizabeth, County of Elbert, State of Colorado**, described as **344 E Kiowa, Elizabeth, CO 80107** ("Premises"), upon the following TERMS and CONDITIONS:

1. **TERM AND RENT.** Landlord demises the above Premises commencing **April 1, 2024** and ending **March 31, 2025**, unless sooner terminated as provided herein, at the monthly rental of **Two Thousand Four Hundred Fifty Dollars (\$2,450.00)**, payable in advance on the first day of each month for that month's rental during the term of this Lease. All rental payments shall be made payable to "Wendler Properties" and tendered to P.O. Box 1357, Elizabeth, Colorado, 80107-1357. Tenant shall have a grace period of 6 days and if rent is not received by the end of the 7th day of any month, a late fee shall be assessed at a rate of ten percent (10%) of the rent amount (e.g. \$245.00) per day. Tenant shall be considered in default of lease once nonpayment of rent is beyond grace period. Any failure to make a payment, including reimbursement for any payments that Landlord may make when the tenant does not, will be considered and defined as a material default in the lease. Upon approaching expiration of lease, Tenant shall give proper written notice of no less than 90 days stating desire to vacate or stay. This lease is nonrenewable, unless agreed upon by both tenant and Landlord.
2. **INSURANCE.** Tenant will obtain/maintain Commercial General Liability Insurance and endorse said policy to name the Landlord as Additional Insured and endorse policy to Waive Subrogation in the interest of the Landlord. To the maximum extent permitted by insurance policies, Tenant waives any and all rights of subrogation which might otherwise exist. Liability limits on the policy will be no less than \$1,000,000 per occurrence with a General Aggregate limit and a Products/Completed Operations aggregate, both no less than \$1,000,000. If Tenant is in the business of furnishing, manufacturing, distributing or selling Liquor, then Tenant shall maintain Liquor Liability Insurance, a limit that is no less than \$1,000,000 per occurrence. **Tenant will provide Landlord a certificate of liability insurance naming Landlord as additional insured** and identifying that Subrogation is waived and copy of endorsement issued by the insurance company naming Landlord as Additional Insured. Tenant, at their expense, shall maintain insurance on their own Personal Property as well as coverage for Plate Glass on Landlord's real property. Certificate of Insurance(s) for any required coverage's noted shall provide for 30 days written notice to Landlord in the event of cancellation or material change in coverage. If the Leased Premises or any other part of the building is damaged by fire or other casualty resulting from any act of negligence of Tenant or any of Tenant's agents, employees, or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the cost of repair not covered by insurance. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant and any and all charges incurred by Landlord shall be reimbursed by Tenant within 30 days. A late fee charge will be assessed at 10% per day from the date of Landlord's payment. Notwithstanding use stated in item 5, no use shall be made or permitted

Initials DA

to be made of the Premises nor acts done which will cause the cancellation of any insurance policy covering said Premises or any building of which the Premises may be a part, and if Tenant's use of the Premises causes an increase in said insurance rates, Tenant shall pay any such increase.

3. **UTILITIES.** Tenant shall be liable for one hundred percent (100%) of building utility charges including but not limited to water, sewer, gas/propane, and electricity supplied to the Premises, together with any taxes thereon. Tenant shall be liable for one hundred percent (100%) of snow removal and waste removal for this Premises, together with any taxes thereon. Tenant acknowledges that the leased Premises is designed for **Restaurant/Bar use**. Tenant shall not use any equipment or devices that utilize excessive electrical energy or that may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.
4. **SECURITY DEPOSIT.** Upon executions of lease with Landlord a security deposit in the amount of **Two Thousand Four Hundred Fifty Dollars (\$2,450.00)**. Security deposit shall be refundable if premises at end of lease period is found to be in same condition as it was at the inception of the lease other than normal wear and tear. All utility bills must be paid in full by date of termination. Only after Landlord confirms that all payments have been made will any applicable deposits be returned to Tenant. All keys must be returned to Landlord.
5. **USE.** Tenant shall use and occupy the Premises for **Restaurant/Bar use**. The Premises shall be used for the intended purpose(s) only. Tenant agrees to clean and have vent hoods/fire extinguisher system inspected and certified as required by the health department. The premises must not be used for any unlawful purpose or for any use or purpose contrary to or in violation of State or local statutes, ordinances, or regulations. Tenant shall not use the Premises for the purposes of storing, manufacturing, or selling any Marijuana, explosives, flammables, or other inherently dangerous substance, chemical, thing, or device.
6. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease or sublet any portion of the Premises without the prior written consent of the Landlord, which shall not be unreasonably withheld. One of the conditions of consent shall be completion of a Tenant application form provided by Wendler Properties, Inc. to prospective person or persons subletting and that includes giving written consent to a background check. Any such assignment or subletting without consent by Landlord shall be void and, at the option of the Landlord, may terminate this lease. In the event that Landlord shall consent to sublease, Tenant shall pay Landlord a fee of \$200.00 incurred in connection with giving such consent. Any new proposed tenant replacing current Tenant must meet reasonable qualifications to be replaced as Tenant as set by the Landlord including but not limited to approval based on a credit check, criminal check, and proof of income, and must complete a Tenant application form provided by Wendler Properties, Inc. Tenant agrees to require from any sublet tenants proof of insurance and updated contact information and current business licenses and must provide such information to Landlord upon commencement of sublet agreements.
7. **QUIET ENJOYMENT.** Landlord covenants that on Tenant's payment of the rent and performing all agreements, requirements, and covenants herein contained, Tenant may occupy the demised premises for the agreed term.
8. **ORDINANCES AND STATUTES.** Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in

Initials DA

force, or which may hereafter be in force, pertaining to the use of the Premises at the Tenant's expense. This shall include but not be limited to sidewalk maintenance as required by the Town of Elizabeth. Tenant shall not use or permit use of the Premises in any manner that will tend to create waste or a nuisance which tends to unreasonably disturb other tenants in the building containing the Premises. Tenant shall maintain fire extinguishers, smoke alarms, and/or any other safety devices required by municipal, state, or federal authorities.

9. **COMMON AREAS.** N/A. The phrase "Common Area" means all areas and facilities outside the Premises that are provided and designated for general use and convenience of invitees. Tenant shall respect and not abuse all areas of building considered Common Areas including but not limited to hallways, stairways, and restrooms. The manner in which Common Areas shall be maintained and the expenditures for such maintenance shall be at the sole discretion of the Landlord. Storage, either permanent or temporary, of any materials, supplies, or equipment in the Common Areas is strictly prohibited. Should Tenant violate this provision of the Lease, then in such event, Landlord may, at its option, either terminate this Lease or without notice to Tenant permanently remove said materials, supplies, or equipment from the Common Areas. If removal is necessary, Tenant shall be responsible for payment of any costs involved in said removal.
10. **REPAIRS AND ALTERATIONS.** Tenant shall not, without first obtaining the **written** consent of Landlord, make any alterations, additions, or improvements in, to or about the Premises including placement of signs. Any such alterations, additions, or improvements must comply with all requirements of applicable building codes and permits including those materially affecting health and safety. Proof of liability insurance must be provided prior to any and all approved repairs.
11. **CARE MAINTENANCE of PREMISES.** Tenant accepts the Premises in the condition existing as of the date of the possession hereunder. Tenant shall, at all times, maintain the Premises in good, safe, and sanitary condition, including but not limited to plate glass, electrical wiring, lighting, plumbing, and heating/cooling system, and any other system or equipment upon the Premises at his/her own expense and shall surrender the same, at termination hereof, in substantially the same condition as received, normal wear and tear excepted. Tenant shall be responsible for any and all repairs required to the Premises specifically excluding the roof, exterior walls, and structural foundations, which shall be maintained by Landlord. Tenant agrees to maintain any and all fire extinguishers and smoke detectors. Semi-annual maintenance of furnace and/or air conditioner shall be required by Landlord. Tenant agrees to provide proof of such maintenance. Tenant is responsible for maintaining all pest control. **Tenant agrees to clean and have vent hoods/fire extinguisher system inspected and certified as required by the health department.** Tenant shall maintain in good condition such portions adjacent to the Premises such as sidewalks and shrubbery. Tenant agrees at all times to provide safe and clean sidewalks and walkways adjacent to Premises. This includes snow and ice removal. Repairs required due to "Acts of God" are the responsibility of the Landlord. Upon vacating premises, Tenant shall not remove any items that belong to Landlord including but not limited to fire extinguishers, smoke alarms/detectors, appliances, furniture, equipment.
12. **ENTRY AND INSPECTION.** Tenant shall permit Landlord or Landlord's agent to enter upon Premises at reasonable times or in an emergency, and upon reasonable notice, for the purpose of inspecting the same, and will permit Landlord

Initials PA

at any time within sixty (60) days prior to the expiration of this Lease, to place upon the Premises any "To Let" signs, and permit persons desiring to Lease the same to inspect the Premises thereafter.

13. **SURRENDER OF PREMISES.** At the expiration of the lease term, Tenant shall quit and surrender the premises hereby demised in as good state and condition as it was at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.
14. **DEFAULT.** If Tenant defaults in the payment of rent, or any additional rent or other changes, or defaults in the performance of any of the obligations, covenants, or conditions herein, Landlord may give Tenant notice of such default, verbal or written, and if Tenant does not cure any such default within three (3) days' notice, on the date specified in such notice, the term of this Lease shall terminate if Landlord elects. In that event, Tenant shall then quit and surrender the Premises to Landlord, without extinguishing Tenant's liability for rent for the remainder of the lease terms and any other changes. If this Lease shall have been so terminated by Landlord, Landlord may at any time thereafter resume possession of the Premises by any lawful means and remove Tenant or other occupants and their effects.
15. **ABANDONMENT.** If at any time during the term of this lease Tenant abandons the demised premises or any part thereof, Landlord may, at his option, enter the demised premises by any means without being liable for any claims and without becoming liable to Tenant for damages or for any payment of any kind whatsoever, and may receive and collect all rent payable by reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease has continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of re-entry is exercised following abandonment of the Premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.
16. **RETURNED CHECKS.** If, for any reason, a check used by Tenant to pay Landlord is returned without having been paid, Tenant will pay a charge of \$50.00 as additional rent in addition to a possible late charge. After the second time a Tenant's check is returned, Tenant must thereafter secure a money order for payment of rent.
17. **ATTORNEY FEES.** In case suit should be brought for recovery of the Premises, or for any sum due here under, or because of any act which may arise out of the possession of the Premises by either party, the Landlord shall be entitled to costs incurred in connection with action, including reasonable attorney's fees.
18. **PARKING.** During the terms of this Lease, Tenant shall have the nonexclusive use in common automobile parking areas, driveways, and foot ways, subject to any rules and regulations for the use thereof as prescribed from time to time of Landlord or government regulations. Landlord has the right and ability to designate parking areas for Tenants. Landlord is not responsible for, nor does Landlord assume any liability for damages caused by fire, theft, casualty, or any other cause whatsoever with respect to any car or its contents. Snow removal in any parking area is not the responsibility of the Landlord.
19. **INDEMNIFICATION OF LANDLORD.** To the extent and as provided by law, Tenant hereby agrees that Landlord shall not be liable for injury to Tenant or its

Initials DA

- business or for any loss of income therefrom or for damages to the goods, wares, merchandise, or other property of Tenant, nor shall Landlord be liable for injury to person of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Premises or any part thereof. Tenant agrees to indemnify and hold Landlord harmless from any claims for damages which arise in connection with any such occurrence. Said indemnification shall include indemnity from any costs or attorney fees which Landlord may incur in defending said claim.
20. **EMINENT DOMAIN.** If the Premises or any part thereof or any estate therein, or any other part of the building materially affecting Tenant's use of the Premises, shall be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to the Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof, nor shall Tenant have any claim against Landlord for any taking of fixtures and improvements owned by Tenant or for moving expenses.
21. **DESTRUCTION OF PREMISES.** In the event of a partial destruction of the Premises other than by Act of God, responsibility of repair shall be reasonably determined by Landlord. In the event of a partial destruction of the Premises during the term hereof and it is determined that the Tenant is responsible for repairs, such repairs must be made and completed under existing government laws and regulation by the expiration date of the lease unless it interferes with other Tenants on the Premises. If such interference occurs, repairs must be made within sixty (60) days. In the event of a partial destruction of the Premises during the term hereof and if it is determined that the Landlord is responsible for repairs, Landlord shall repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this Lease, except that Tenant shall be entitled to proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Tenant on the Premises. If such repairs cannot be made within said sixty (60) days, Landlord, at his/her option, may make the same within a reasonable time, this Lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Landlord shall not elect to make such repairs which cannot be made within sixty (60) days, this Lease may be terminated at the option of either party. In the event that the building in which the demised Premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Landlord may elect to terminate this Lease whether the demised Premises be injured or not. A total destruction of the building in which the Premises may be situated shall terminate this Lease.
22. **KEYS.** If all keys are not forfeited and returned to Landlord upon termination of lease, Tenant shall be charged **One Hundred Dollars (\$100.00)**.
23. **LOCKS.** Tenant agrees not to change locks on any door without first obtaining Landlord's written permission. Tenant agrees to pay for changing any locks and to provide Landlord with one duplicate key per lock. If Tenant becomes locked out of the premises, Tenant is responsible for all expenses involved in regaining entry.
24. **ANIMALS.** Tenant is **Not** allowed to keep animals on premises.
25. **TAXES.** Landlord shall pay all real estate taxes for the land and building in which leased premises are situated. In the event that there is any increase during any

Initials 

year of the term of this Lease in the City, County, or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this Lease commences, whether because of increased rate of valuation, Tenant shall pay to Landlord upon request, a portion of the increase in taxes upon the land and building in which the Leased Premises are situated upon presentation of paid tax bill(s), amount determined by Landlord. In the event that such taxes are assessed for a tax year extending beyond the terms of the Lease, the obligation of Tenant shall be proportionate to the portion of the Lease term included in such year. Tenant shall pay any and all charges and fees which may be imposed by the EPA or other similar government regulations or authorities because of Tenant's presence or Tenant's activities on the premises.

- 26. **HOLDOVER BY TENANT.** Should Tenant remain in possession of the demised premises with the consent of Landlord after the natural expiration of this lease, a new lease shall be created by the Landlord.
- 27. **HEIRS, ASSIGNS, SUCCESSORS.** This Lease is binding upon and inures to the benefit of the heirs, assigns, and successors in interest to the parties.
- 28. **SUBORDINATION.** This Lease is and shall be subordinated to all existing and future liens and encumbrances against the property.
- 29. **WAIVER.** No failure of Landlord to enforce any term hereof shall be deemed to be a waiver.
- 30. **BUILDING.** If building is sold at any time during the terms of this agreement, then upon sale, the lease may be terminated at the option of either Tenant or the new Landlord.
- 31. **LANDLORD'S RULES AND REGULATIONS.** Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate. Landlord reserves the right from time to time to make all reasonable modifications to said rules and regulations. Any breach of the covenants, conditions, or promises of the Tenant shall be determined to be a material breach. Landlord shall not be responsible to Tenant for the non-performance of any of said rules and regulations by any other tenants or occupants.
- 32. **NOTICE OF INTENT TO VACATE.** (This paragraph only applies when this Agreement is or has become a month-to-month Agreement.) Landlord shall advise Tenant of any changes in terms of tenancy with advance notice in writing of at least 30 days. Changes may include notice of termination, rent adjustments, or other reasonable changes in the terms of this Agreement.
- 33. **RADON GAS DISCLOSURE.** As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines may have been found in buildings in **Elbert County**. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- 34. **NOTICES.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Tenant at:

Daniel Archer

██████████
████████████████████

Initials 

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) Coors Distributing Company			License Number 03-13323	
Trade Name of Establishment/Doing Business As (DBA) Coors Distributing Comp [REDACTED]			Phone Number (303) 433-6541	
Physical Address 5400 Pecos Street	City Denver	State CO	ZIP 80221	
Email Address betsy.beck@cdccoors.com				
Transferor Retailer Licensee Name DDA Inc			License Number	
Trade Name of Establishment/Doing Business As (DBA) Jacs			Phone Number	
Physical Address 344 E. Kiowa Ave	City Elizabeth	State CO	ZIP 80107	
The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are: <input checked="" type="checkbox"/> Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.) Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license. <input type="checkbox"/> Not Paid in Full				
Wholesaler: Coors Distributing Company				
Signature <i>Betsy Beck</i>	Print Betsy Beck	Title Accounting Manager	Date 04/01/24	

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

D D A, Inc.

is a

Corporation

formed or registered on 03/28/2024 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20241367500 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/27/2024 that have been posted, and by documents delivered to this office electronically through 03/29/2024 @ 11:44:26 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/29/2024 @ 11:44:26 in accordance with applicable law. This certificate is assigned Confirmation Number 15895503 .



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF DOCUMENTS FILED

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, the attached documents are true and complete copies of all documents relating to:

D D A, Inc.

Colorado Corporation

(Entity ID # 20241367500)

consisting of 2 pages as filed in this office.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/27/2024 that have been posted, and by documents delivered to this office electronically through 03/29/2024 @ 11:47:07 .

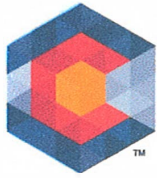
I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/29/2024 @ 11:47:07 in accordance with applicable law. This certificate is assigned Confirmation Number 15895521 .



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



Articles of Incorporation for a Profit Corporation

filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the corporation is D D A, Inc.

The principal office street address is

344 E Kiowa Ave
Elizabeth CO 80107
US

The principal office mailing address is

██████████
Elizabeth CO 80107
US

The name of the registered agent is Daniel Archer

The registered agent's street address is

██████████
Elizabeth CO 80107
US

The registered agent's mailing address is

██████████
Elizabeth CO 80107
US

The person above has agreed to be appointed as the registered agent for this entity.

The name(s) and address(es) of the incorporator(s)

Daniel Archer
██████████
Elizabeth CO 80107
US

The classes of shares and number of shares of each class that the corporation is authorized to issue are

The corporation is authorized to issue:
Common shares - 100,000

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

DAVID L ELBERT

██████████

██████████████████

Kiowa CO 80117


US

Application for Employer Identification Number

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.)
See separate instructions for each line. Keep a copy for your records.
Go to www.irs.gov/FormSS4 for instructions and the latest information.

OMB No. 1545-0003

EIN

Type or print clearly.	1 Legal name of entity (or individual) for whom the EIN is being requested DDA Inc	
	2 Trade name of business (if different from name on line 1)	3 Executor, administrator, trustee, "care of" name
	4a Mailing address (room, apt., suite no. and street, or P.O. box) ██████████ and ZIP code (if foreign, see instructions) Elizabeth, Colorado 80107	5a Street address (if different) (Don't enter a P.O. box.)
	5b City, state, and ZIP code (if foreign, see instructions)	
	6 County and state where principal business is located Elbert, Colorado	
	7a Name of responsible party Daniel Dennis Archer	7b SSN, ITIN, or EIN ██████████
	8a Is this application for a limited liability company (LLC) (or a foreign equivalent)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	8b If 8a is "Yes," enter the number of LLC members	
	8c If 8a is "Yes," was the LLC organized in the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	9a Type of entity (check only one box). Caution: If 8a is "Yes," see the instructions for the correct box to check.	
<input type="checkbox"/> Sole proprietor (SSN) _____ <input type="checkbox"/> Partnership _____ <input checked="" type="checkbox"/> Corporation (enter form number to be filed) <u>1120S</u> <input type="checkbox"/> Personal service corporation _____ <input type="checkbox"/> Church or church-controlled organization _____ <input type="checkbox"/> Other nonprofit organization (specify) _____ <input type="checkbox"/> Other (specify) _____		
<input type="checkbox"/> Estate (SSN of decedent) _____ <input type="checkbox"/> Plan administrator (TIN) _____ <input type="checkbox"/> Trust (TIN of grantor) _____ <input type="checkbox"/> Military/National Guard <input type="checkbox"/> State/local government <input type="checkbox"/> Farmers' cooperative <input type="checkbox"/> Federal government <input type="checkbox"/> REMIC <input type="checkbox"/> Indian tribal governments/enterprises		
9b If a corporation, name the state or foreign country (if applicable) where incorporated		
State Colorado	Foreign country	
10 Reason for applying (check only one box)		
<input type="checkbox"/> Started new business (specify type) _____ <input type="checkbox"/> Hired employees (Check the box and see line 13.) <input type="checkbox"/> Compliance with IRS withholding regulations <input type="checkbox"/> Other (specify) _____		
<input type="checkbox"/> Banking purpose (specify purpose) _____ <input type="checkbox"/> Changed type of organization (specify new type) _____ <input checked="" type="checkbox"/> Purchased going business <input type="checkbox"/> Created a trust (specify type) _____ <input type="checkbox"/> Created a pension plan (specify type) _____		
11 Date business started or acquired (month, day, year). See instructions. 4/1/2024		
12 Closing month of accounting year <u>December</u>		
13 Highest number of employees expected in the next 12 months (enter -0- if none). If no employees expected, skip line 14.		
Agricultural	Household	Other 24
14 If you expect your employment tax liability to be \$1,000 or less in a full calendar year and want to file Form 944 annually instead of Forms 941 quarterly, check here. (Your employment tax liability will generally be \$1,000 or less if you expect to pay \$5,000 or less, \$6,536 or less if you're in a U.S. territory, in total wages.) If you don't check this box, you must file Form 941 for every quarter. <input type="checkbox"/>		
15 First date wages or annuities were paid (month, day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien (month, day, year) 4/15/24		
16 Check one box that best describes the principal activity of your business.		
<input type="checkbox"/> Construction <input type="checkbox"/> Rental & leasing <input type="checkbox"/> Transportation & warehousing <input type="checkbox"/> Health care & social assistance <input type="checkbox"/> Wholesale—agent/broker <input type="checkbox"/> Real estate <input type="checkbox"/> Manufacturing <input type="checkbox"/> Finance & insurance <input type="checkbox"/> Accommodation & food service <input type="checkbox"/> Wholesale—other <input type="checkbox"/> Retail <input type="checkbox"/> Other (specify) <u>Full Service Restaurant</u>		
17 Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided. <u>Food, Beer & Liquor</u>		
18 Has the applicant entity shown on line 1 ever applied for and received an EIN? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," write previous EIN here		
Third Party	Complete this section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.	
	Designee's name David L. Elbert	Designee's telephone number (include area code) ██████████
	Applicant's telephone number (include area code) ██████████	Applicant's fax number (include area code) ██████████
Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.		
Name and title (type or print clearly) <u>Daniel D Archer, President</u>		
Signature 	Date <u>4/1/24</u>	

Do I Need an EIN?

File Form SS-4 if the applicant entity doesn't already have an EIN but is required to show an EIN on any return, statement, or other document.¹ See also the separate instructions for each line on Form SS-4.

IF the applicant...	AND...	THEN...
started a new business	doesn't currently have (nor expect to have) employees	complete lines 1, 2, 4a-8a, 8b-c (if applicable), 9a, 9b (if applicable), 10-14, and 16-18.
hired (or will hire) employees, including household employees	doesn't already have an EIN	complete lines 1, 2, 4a-6, 7a-b, 8a, 8b-c (if applicable), 9a, 9b (if applicable), and 10-18.
opened a bank account	needs an EIN for banking purposes only	complete lines 1-5b, 7a-b, 8a, 8b-c (if applicable), 9a, 9b (if applicable), 10, and 18.
changed type of organization	either the legal character of the organization or its ownership changed (for example, you incorporate a sole proprietorship or form a partnership) ²	complete lines 1-18 (as applicable).
purchased a going business ³	doesn't already have an EIN	complete lines 1-18 (as applicable).
created a trust	the trust is other than a grantor trust or an IRA trust ⁴	complete lines 1-18 (as applicable).
created a pension plan as a plan administrator ⁵	needs an EIN for reporting purposes	complete lines 1, 3, 4a-5b, 7a-b, 9a, 10, and 18.
is a foreign person needing an EIN to comply with IRS withholding regulations	needs an EIN to complete a Form W-8 (other than Form W-8ECI), avoid withholding on portfolio assets, or claim tax treaty benefits ⁶	complete lines 1-5b, 7a-b (SSN or ITIN as applicable), 8a, 8b-c (if applicable), 9a, 9b (if applicable), 10, and 18.
is administering an estate	needs an EIN to report estate income on Form 1041	complete lines 1-7b, 9a, 10-12, 13-17 (if applicable), and 18.
is a withholding agent for taxes on nonwage income paid to an alien (that is, individual, corporation, or partnership, etc.)	is an agent, broker, fiduciary, manager, tenant, or spouse who is required to file Form 1042, Annual Withholding Tax Return for U.S. Source Income of Foreign Persons	complete lines 1, 2, 3 (if applicable), 4a-5b, 7a-b, 8a, 8b-c (if applicable), 9a, 9b (if applicable), 10, and 18.
is a state or local agency	serves as a tax reporting agent for public assistance recipients under Rev. Proc. 80-4, 1980-1 C.B. 581 ⁷	complete lines 1, 2, 4a-5b, 7a-b, 9a, 10, and 18.
is a single-member LLC (or similar single-member entity)	needs an EIN to file Form 8832, Entity Classification Election, for filing employment tax returns and excise tax returns, or for state reporting purposes ⁸ , or is a foreign-owned U.S. disregarded entity and needs an EIN to file Form 5472, Information Return of a 25% Foreign-Owned U.S. Corporation or a Foreign Corporation Engaged in a U.S. Trade or Business	complete lines 1-18 (as applicable).
is an S corporation	needs an EIN to file Form 2553, Election by a Small Business Corporation ⁹	complete lines 1-18 (as applicable).

¹ For example, a sole proprietorship or self-employed farmer who establishes a qualified retirement plan, or is required to file excise, employment, alcohol, tobacco, or firearms returns, must have an EIN. A partnership, corporation, REMIC (real estate mortgage investment conduit), nonprofit organization (church, club, etc.), or farmers' cooperative must use an EIN for any tax-related purpose even if the entity doesn't have employees.

² However, don't apply for a new EIN if the existing entity only (a) changed its business name, (b) elected on Form 8832 to change the way it is taxed (or is covered by the default rules), or (c) terminated its partnership status because at least 50% of the total interests in partnership capital and profits were sold or exchanged within a 12-month period. The EIN of the terminated partnership should continue to be used. See Regulations section 301.6109-1(d)(2)(iii).

³ Don't use the EIN of the prior business unless you became the "owner" of a corporation by acquiring its stock.

⁴ However, grantor trusts that don't file using Optional Method 1 and IRA trusts that are required to file Form 990-T, Exempt Organization Business Income Tax Return, must have an EIN. For more information on grantor trusts, see the Instructions for Form 1041.

⁵ A plan administrator is the person or group of persons specified as the administrator by the instrument under which the plan is operated.

⁶ Entities applying to be a Qualified Intermediary (QI) need a QI-EIN even if they already have an EIN. See Rev. Proc. 2000-12.

⁷ See also *Household employer agent* in the instructions. **Note:** State or local agencies may need an EIN for other reasons, for example, hired employees.

⁸ See *Disregarded entities* in the instructions for details on completing Form SS-4 for an LLC.

⁹ An existing corporation that is electing or revoking S corporation status should use its previously assigned EIN.

Last Transaction

Date	Time	Type	Station ID	Duration	Pages	Result
				<u>Digital Fax</u>		
Apr 01	11:55am	Fax Sent	8556416935	1:00 N/A	1	OK

Last Transaction

Date	Time	Type	Station ID	Duration	Pages	Result
				<hr/> Digital Fax		
Apr 01	11:57am	Fax Sent	8556416935	0:29 N/A	1	OK



TO: Honorable Mayor, Mayor Pro Tem, and Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: **April 4, 2024 – UPDATED**
SUBJECT: **Division of Elizabeth into Wards for Representation**

BACKGROUND

Traditionally, the Town of Elizabeth has made use of “at-large” elected positions for the Mayor and Board of Trustees. This means that each citizen has the right to vote for all open positions during an election. This process is somewhat unique, as many municipalities across Colorado and the United States have moved to a Ward or District-based system. Under such a system, a municipality is geographically divided into Wards, each having equitable [not necessarily equal] representation, with the position of Mayor being selected from the Town at-large.

Should the Board of Trustees desire such a change, now is the time to do so. With 6 of the 7 Board seats [including Mayor] being open for an election this year, it is the best opportunity since the Town’s formation to contemplate such a change. Additionally, with the substantial growth which has occurred during the past several years, the transition to Wards also allows for portions of the Town to better reflect their desires on projects and positions taken by the elected officials.

Any discussion regarding the use of Wards for elections, must necessarily take into consideration the residential growth that is likely to occur within the current jurisdictional boundaries of the Town of Elizabeth. As the Board is aware, the Town is considered “landlocked” in many respects, meaning that substantial expansion of the current Town into the County is fairly unlikely. However, there are considerable building locations remaining *within* the Town which likely will be built-out and developed over the next 3-5 years. As such, the Ward boundary lines being proposed consider reasonable expectations of growth.

ANALYSIS

Passage of Both a Resolution and an Ordinance.

Wards, in this instance, may be created by resolution, while the inclusion of additional territory within a ward requires an ordinance. As Wards were not provided during the formation of the Town of Elizabeth, both a resolution and an ordinance will be required to complete the process. See generally, C.R.S. §§31-2-104(1) and 31-4-104. Therefore, if the Board seeks to proceed in this manner, a resolution is adopted to create the Wards, and an ordinance is then used to codify the process.

Mayor Position.

The mayor’s position does not change from the proposed conversion to Wards. This position remains town-wide as an at-large position, and elections would remain on the current election schedule which has been used in the past.

Ward Represented by Trustee Einspahr.

Trustee Einspahr's seat is not up for election during the November 2024 election cycle. In order to preserve both the equal representation and equal protection of the proposed redistricting, Trustee Einspahr would remain in his current elected position, subject to swearing in to the new board after the election. Trustee Einspahr would then hold this seat until the 2026 election for his Ward.

Wards Not Represented by Trustee Einspahr.

In the case of the Wards not associated with Trustee Einspahr, elections would be held in November 2024 [as scheduled] with the two candidates receiving the highest number of votes in each Ward being elected. The candidate with the highest number of votes would receive the 4-year term position, and the candidate receiving the second highest number of votes receiving the 2-year term position. Afterwards, each Ward will have one seat open for election every two (2) years.

Boundary Lines for the Wards.

Generally, if the Board was to consider the existing residential properties in the Town, the Wards could be as identified as in Exhibit A. This provides a balance of existing populations combined with future residential development that is currently under review, as well as that reasonably expected in the next few years.

STAFF RECOMMENDATION

Staff strongly recommends the Board of Trustees take this matter into consideration for several reasons. First, this is the most opportune time in which to look at any form of conversion, as 6 of the 7 seats are open for election in November 2024. Second, the proposed Wards will take into consideration not only the current make-up of the Town, but also takes into consideration further development which *may* occur within the existing Town boundaries. Finally, it proposes the most equitable means of ensuring the impact of particular votes within the Town of Elizabeth. More specifically, it proposes to increase direct accountability between citizens and elected officials, while at the same time ensuring a consistent balance of power between neighborhoods and subdivisions within the Town itself.

BUDGET CONSIDERATION

Any budget concerns in this matter are negligible.

ATTACHMENT(S)

- Resolution Dividing the Town of Elizabeth into Three Wards
- Ordinance Dividing the Town into Three Wards, Specifying Wards, and Mayor At-Large
- Memorandum from Town Attorney Regarding Division of Town into Wards

RESOLUTION 24R16

A RESOLUTION DIVIDING THE TOWN OF ELIZABETH INTO THREE WARDS AND, THEREIN, CHANGING THE BOARD OF TRUSTEES FROM AT-LARGE POSITIONS TO ELECTION BY WARD

WHEREAS, a statutory town may be divided into wards by Resolution pursuant to C.R.S. § 31-2-104 (1); and

WHEREAS, the Board of Trustees of the Town of Elizabeth (the "Board") desires to divide the Town into three (3) wards.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO AS FOLLOWS:

Section 1. The Town of Elizabeth is hereby divided into three (3) wards, each with the following initial boundaries and numbered from North to South commencing with the number 1:

Ward 1: All that part of the territory within the Town located North of Highway 86/West Kiowa Avenue, and located to the East of South Tabor Street, is hereby constituted and numbered as Ward 1.

Ward 2: All that part of the territory within the Town located to the South of Highway 86/West Kiowa Avenue, with its Eastern Boundary being South Tabor Street, and its Western Boundary being located as identified on the map identified in attached Exhibit A, is hereby constituted and numbered as Ward 2.

Ward 3: All that part of the territory within the Town located to the South of Highway 86/West Kiowa Avenue, with its Eastern Boundary being adjacent to Ward 2, and its Western Boundary being identified as the Western jurisdictional boundary of the Town, is hereby constituted and numbered as Ward 3.

d. A map of the Town wards labeled as **Exhibit A** is attached to this Resolution. This map shall be the official map of the Town of Elizabeth wards and shall be referred to as the "Town Ward Map." In case of a conflict between the map and the descriptions set forth above, the description shall prevail.

Section 2. Each ward shall be represented by two (2) Trustees, each elected on staggered four (4) year terms, beginning at the November 2024 general election.

PASSED, APPROVED, and ADOPTED this ___ day of _____ 2024, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of ____ for and _____ against.

Tammy Payne, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk

Exhibit A
Town Ward Map

ORDINANCE 24-03

AN ORDINANCE DIVIDING THE TOWN INTO THREE WARDS FOR PURPOSES OF ELECTING MEMBERS TO THE BOARD OF TRUSTEES, WITH TWO TRUSTEES REPRESENTING EACH WARD AND A MAYOR REPRESENTING THE TOWN AT-LARGE

BE IT ORDAINED BY THE BOARD OF TRUSTEES FOR THE TOWN OF ELIZABETH, COLORADO, THAT:

Section 1. The Town of Elizabeth Municipal Code is hereby amended by the addition thereto of a new Section 2-2-15 to read as follows:

Sec. 2-2-15. Election Wards.

(a) For the purpose of electing members to the Board of Trustees, the Town is hereby divided into three (3) wards as follows:

(1) Ward 1: All that part of the territory within the Town located North of Highway 86/West Kiowa Avenue, and located to the East of South Tabor Street, is hereby constituted and numbered as Ward 1.

(2) Ward 2: All that part of the territory within the Town located to the South of Highway 86/West Kiowa Avenue, with its Eastern Boundary being South Tabor Street, and its Western Boundary being located as identified on the map identified in attached Exhibit A, is hereby constituted and numbered as Ward 2.

(3) Ward 3: All that part of the territory within the Town located to the South of Highway 86/West Kiowa Avenue, with its Eastern Boundary being adjacent to Ward 2, and its Western Boundary being identified as the Western jurisdictional boundary of the Town, is hereby constituted and numbered as Ward 3.

(b) When territory is annexed to the Town, such territory shall be included in the ward within which boundaries the annexed territory is located.

Section 2. Section 2-2-10 of the Town of Elizabeth Municipal Code is hereby amended to read as follows:

(a) Terms. The Board of Trustees shall consist of six (6) Trustees and the Mayor. Each ward shall be represented by two (2) Trustees. Trustees shall be elected to serve four (4) year terms. The terms of the Trustees shall be staggered so that one (1) Trustee per ward shall be elected during any election. The terms of Trustees shall expire upon the first meeting of the Board following certification of the biennial election.

* * *

(c) Qualifications. Each Trustee shall be a resident of the Town ward they represent and a registered elector therein. If a Trustee, during the term of their office,

moves from or becomes a nonresident of their ward, they shall be deemed thereby to have vacated their office.

(d) Vacancies. In case of the death, resignation, vacation or removal for cause of any of the Trustees during their term of office, the Board of Trustees, by a majority vote of all remaining members thereof, may select and appoint, from among the duly qualified electors of the ward, a suitable person to fill the vacancy. The person so appointed shall hold office until the next regular election and until their successor is elected and qualified. If the term of the person creating the vacancy was to extend beyond the next regular election, the person elected to fill the vacancy shall be elected for the unexpired term. Where two (2) vacancies exist in a single ward and successors are to be elected at the next election to fill the unexpired terms, the candidate for Trustee of the ward receiving the highest number of votes shall be elected to a four (4) year term, and the candidate receiving the next highest number of votes shall be elected to fill the remainder of the unexpired term.

Section 2. Section 2-2-20 of the Town of Elizabeth Municipal Code is hereby amended to read as follows:

(a) The Mayor shall be elected to serve a term of four (4) years via a Town-wide election comprised of all wards. The Mayor shall otherwise meet the same qualifications as a Trustee and, in the event of a vacancy in the office of Mayor, such vacancy shall be filled in the same manner as a vacancy in the office of Trustee, as set forth in Section 2-2-10 herein.

* * *

Section 3. Severability. If any section, paragraph clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or enforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 4. The Board of Trustees hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 5. This Ordinance shall become effective thirty (30) days after publication.

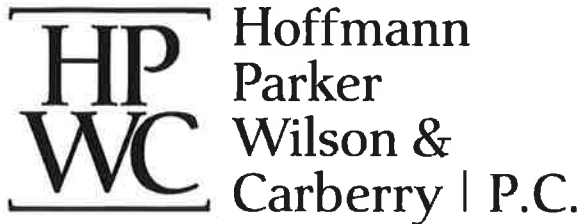
Read and approved at a meeting of the Board of Trustees of the Town of Elizabeth, Colorado, this _____ day of _____, 2024.

Passed by a vote of _____ for and _____ against and ordered published.

Tammy Payne, Mayor

ATTEST

Michelle M. Oeser, Town Clerk



Corey Y. Hoffmann
Kendra L. Carberry
Jefferson H. Parker
M. Patrick Wilson
Hilary M. Graham
Kathryn M. Sellars


Of Counsel
J. Matthew Mire

511 16th Street, Suite 610
Denver, CO 80202-4260
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Daniel P. Harvey
Ruthanne H. Goff
Katharine J. Vera
Elizabeth G. LeBuhn
Austin P. Flanagan
Kunal A. Parikh
Bria I. May
Nicholas A. Hartman

TOWN OF ELIZABETH
MEMORANDUM

**TO: MAYOR AND BOARD OF TRUSTEES
PATRICK DAVIDSON, TOWN ADMINISTRATOR**

**FROM: COREY Y. HOFFMANN, CITY ATTORNEY 
NICHOLAS A. HARTMAN, ESQ.**

DATE: MARCH 25, 2024

RE: DIVISION OF THE TOWN INTO WARDS

This memorandum addresses the Town's ability to create a ward system, including various secondary legal questions therein on the rules governing it.

The Town may divide the town into constitutionally apportioned wards contemplated by Colorado law applicable to statutory towns. This division should be by resolution and ordinance no later than May 9, 2024, because it will create new seats that implicate variable amounts of term lengths.

As set forth below and in the attached, the Town shall then take the top two candidates receiving votes from the wards not containing Trustee Einspahr and assign them four- and two-year terms, in descending order of votes received. Trustee Einspahr should move to represent the ward he resides in until 2026, and the other spot should be elected to a four-year term. The mayoral position will not substantially change, and merely needs a small rewrite to conform with references to wards.

Statutory Authority

Town Authority to Create Wards

Colorado law does not contain a single reference to ward structure and rules in its subpart on statutory Towns. See C.R.S. § 31-4-301, *et seq.* However, "ward" is defined in the general

provisions governing municipal organization as a "district, the boundaries of which have been established pursuant to Section 31-2-104 or 31-4-104, from which a member of the governing body of the City or Town is elected." C.R.S. § 31-1-101 (14).

The statutory scheme for municipal corporations further provides that, during the organization of a new City or Town, incorporation election commissioners "shall" divide Cities, by resolution, into wards, and "may" divide Towns into wards. C.R.S. § 31-2-104 (1). These wards shall conform to constitutional apportionment requirements regarding equal districting and representation under the Equal Protection Clause. *Reynolds v. Sims*, 377 U.S. 533 (1964). Therefore, authority exists for the Town to divide itself into wards. Although the relevant authority contemplates this division to coincide with incorporation, there is nothing expressly limiting a Town from dividing at a later date – especially since language is so permissive in terms of formation.

Colorado law interestingly provides that wards shall be created by resolution, and that territory added to wards shall be done by ordinance. C.R.S. §§ 31-2-104 (1); 31-4-104. Therefore, the Town should pass a resolution creating the wards and codify the wards with procedures by ordinance.

Timing of Ward Formation, Election, and Trustee Qualifications

The language of C.R.S. § 31-4-301 (5) provides that four-year overlapping terms of office for trustees may be enacted by ordinance at least 180 days before the next regular election. C.R.S. § 31-4-301 (5). Terms may not be lengthened or shortened to fit this change, except to realign with the regular election schedule in the event of a vacancy. *Id.* Although a change to a ward system is not a change to term length, the Board's current make-up and recent vacations will require a mix of two- and four-year terms. Therefore, the Board should pass the Resolution and Ordinance establishing the ward system by May 9, 2024. Boundaries of the wards may be changed up to 90 days prior to an election. C.R.S. § 31-10-502 (2).

As stated previously, only statutory cities have specific statutory requirements for wards. However, to be safe, the Town should follow such procedures for its own ward system. C.R.S. § 31-4-106 provides that wards candidates shall have resided in the ward for which they are a candidate for at least 12 consecutive months prior to the election and shall be a registered elector therein. The elected ward members may not become a nonresident of the ward at any time during their tenure. *Id.* Any vacancy to a ward Trustee position may be filled either through appointment or election provided by C.R.S. § 31-4-108 (2)(b) until the next general election for that seat, as long as the appointed or elected individuals conform to the residency requirements. *Id.*

The Mayoral Position

Statutory cities and towns each provide for a mayor in addition to the Board. C.R.S. §§ 31-4-102 (1); 31-4-301 (1). The Mayor must reside in the Town and may be elected town-wide.

Id. Therefore, the Town's Mayor position merely needs updated in Code to reflect the specific town-wide/at large nature of the role.

Application to Town

The Town will be electing five of the six individuals on the Board this November, making this an opportune time to switch to a ward system if the Town determines to do so. As discussed herein, the mayoral position will remain a town-wide, at-large position and may stay on its current schedule. The five Trustee positions may be reassigned to wards and elected therein, subject to residency requirements.

The sixth Trustee position belonging to Trustee Einspahr, which is not up for election, creates a novel question of law. Because Colorado law contemplates wards being created upon incorporation, there is no dispositive authority on how to convert an at-large Trustee to a ward representative. Further, terms may not be shortened or extended by ordinance. C.R.S. § 31-4-301 (5). Therefore, the top two vote-getting candidates for the two wards not including Trustee Einspahr should fill the seats akin to how vacancies are currently handled at Code Section 2-2-10 (d). The three-ward structure implemented this Spring will therefore look something like this:

- Wards not represented by Trustee Einspahr: One election at the November 2024 election, with the candidate receiving the highest number of votes receiving the four-year term and the candidate receiving the second-highest number of votes receiving the shortened two-year term. The second seat will then fall back onto schedule in 2026.
- Ward containing Trustee Einspahr: One election at the November 2024 election for a four-year term.

Similar to a redistricting at the State level, Trustee Einspahr should then begin to represent the ward he currently resides in upon swearing in to the new Board, as a matter of equal representation and equal protection.

Conclusion

The Town may, at its election, create a constitutionally apportioned ward system contemplated by Colorado law. That ward system should be passed the Town's Resolution and Ordinance no later than May 9, 2024, because it will create new seats that implicate variable amounts of years. The Town shall then take the top two candidates receiving votes from the wards not represented Trustee Einspahr and assign them four- and two-year terms, respectively. Trustee Einspahr shall move to represent the ward he resides in, and the other seat should be elected to a four-year term. The mayoral position will not substantially change, and merely needs a small rewrite to conform with references to wards.

As always, please feel free to contact us with any questions.

ORDINANCE 24-

AN ORDINANCE DIVIDING THE TOWN INTO THREE WARDS FOR PURPOSES OF ELECTING MEMBERS TO THE BOARD OF TRUSTEES, WITH TWO TRUSTEES REPRESENTING EACH WARD AND A MAYOR REPRESENTING THE TOWN AT-LARGE

BE IT ORDAINED BY THE BOARD OF TRUSTEES FOR THE TOWN OF ELIZABETH, COLORADO, THAT:

Section 1. The Town of Elizabeth Municipal Code is hereby amended by the addition thereto of a new Section 2-2-15 to read as follows:

Sec. 2-2-15. Election Wards.

(a) For the purpose of electing members to the Board of Trustees, the Town is hereby divided into three (3) wards as follows:

(1) Ward 1: All that part of the territory within the Town located _____ is hereby constituted and numbered as Ward 1.

(2) Ward 2: All that part of the territory within the Town located _____ is hereby constituted and numbered as Ward 2.

(3) Ward 3: All that part of the territory within the Town located _____ is hereby constituted and numbered as Ward 3.

(b) When territory is annexed to the Town, such territory shall be included in the ward within which boundaries the annexed territory is located.

Section 2. Section 2-2-10 of the Town of Elizabeth Municipal Code is hereby amended to read as follows:

(a) Terms. The Board of Trustees shall consist of six (6) Trustees and the Mayor. Each ward shall be represented by two (2) Trustees. Trustees shall be elected to serve four (4) year terms. The terms of the Trustees shall be staggered so that one (1) Trustee per ward shall be elected during any election. The terms of Trustees shall expire upon the first meeting of the Board following certification of the biennial election.

* * *

(c) Qualifications. Each Trustee shall be a resident of the Town ward they represent and a registered elector therein. If a Trustee, during the term of their office, moves from or becomes a nonresident of their ward, they shall be deemed thereby to have vacated their office.

(d) Vacancies. In case of the death, resignation, vacation or removal for cause of any of the Trustees during their term of office, the Board of Trustees, by a majority vote of all remaining members thereof, may select and appoint, from among the duly qualified electors of the ward, a suitable person to fill the vacancy. The person so appointed shall hold office until the next regular election and until their successor is elected and qualified. If the term of the person creating the vacancy was to extend beyond the next regular election, the person elected to fill the vacancy shall be elected for the unexpired term. Where two (2) vacancies exist in a single ward and successors are to be elected at the next election to fill the unexpired terms, the candidate for Trustee of the ward receiving the highest number of votes shall be elected to a four (4) year term, and the candidate receiving the next highest number of votes shall be elected to fill the remainder of the unexpired term.

Section 2. Section 2-2-20 of the Town of Elizabeth Municipal Code is hereby amended to read as follows:

(a) The Mayor shall be elected to serve a term of four (4) years via a Town-wide election comprised of all wards. The Mayor shall otherwise meet the same qualifications as a Trustee and, in the event of a vacancy in the office of Mayor, such vacancy shall be filled in the same manner as a vacancy in the office of Trustee, as set forth in Section 2-2-10 herein.

* * *

Section 3. Severability. If any section, paragraph clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or enforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 4. The Board of Trustees hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 5. This Ordinance shall become effective thirty (30) days after publication.

Read and approved at a meeting of the Board of Trustees of the Town of Elizabeth, Colorado, this _____ day of _____, 2024.

Passed by a vote of _____ for and _____ against and ordered published.

Tammy Payne, Mayor

ATTEST

Michelle M. Oeser, Town Clerk

RESOLUTION 24R _____

A RESOLUTION DIVIDING THE TOWN OF ELIZABETH INTO THREE WARDS AND, THEREIN, CHANGING THE BOARD OF TRUSTEES FROM AT-LARGE POSITIONS TO ELECTION BY WARD

WHEREAS, a statutory town may be divided into wards by Resolution pursuant to C.R.S. § 31-2-104 (1); and

WHEREAS, the Board of Trustees of the Town of Elizabeth (the "Board") desires to divide the Town into three (3) wards.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO AS FOLLOWS:

Section 1. The Town of Elizabeth is hereby divided into three (3) wards, each with the following initial boundaries and numbered from North to South commencing with the number 1:

- a. Ward 1: _____
- b. Ward 2: _____
- c. Ward 3: _____

d. A map of the Town wards labeled as **Exhibit A** is attached to this Resolution. This map shall be the official map of the Town of Elizabeth wards and shall be referred to as the "Town Ward Map." In case of a conflict between the map and the descriptions set forth above, the description shall prevail.

Section 2. Each ward shall be represented by two (2) Trustees, each elected on staggered four (4) year terms, beginning at the November 2024 general election.

PASSED, APPROVED, and ADOPTED this ___ day of _____ 2024, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Tammy Payne, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk

**Exhibit A
Town Ward Map**



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

TO: Honorable Mayor and Board of Trustees

FROM: Zach Higgins, AICP Community Development Director

DATE: April 9th, 2024

SUBJECT: Discussion and Possible Action Regarding Winchester Estates Subdivision Agreement Amendment and Restatement, Resolution 24R19

SUMMARY

RKM Homes, LLC, the current owners of Winchester Estates Subdivision, are requesting approval for an amendment and restatement to the Winchester Estates Subdivision Agreement (SDA). Located at the northwest corner of Washington Street and N Banner Street, the subdivision consists of five vacant lots zoned R-1, Low-Density Residential. Initially approved by the Board of Trustees on November 27th, 2018, the Winchester Estates Final Plat and Subdivision Agreement required a \$45,256 letter of credit from the previous owner, Sunwest of Colorado, LLC, to ensure the completion of crucial public improvements. With the subsequent transfer of ownership to RKM Homes, LLC, it has become prudent to update the SDA and obtain a new letter of credit to accurately reflect the outstanding public improvements. Community Development staff has consulted with the Public Works Director and the Town's civil engineering consultant, and RKM Homes, LLC has agreed to provide a \$34,756 letter of credit to cover the remaining necessary improvements. Upon approval of the restated and amended Winchester Estates SDA, the existing letter of credit from Sunwest of Colorado, LLC will be released and replaced with a new one from RKM Homes, LLC in the amount stated above.

STAFF RECOMMENDATION

Staff recommends approval of Resolution No. 24R19, a Resolution approving the amended and restated Subdivision Agreement for the Winchester Estates Subdivision.

ATTACHMENTS

Resolution 24R19

Amended and Restated Subdivision Agreement

RESOLUTION 24R19

**A RESOLUTION APPROVING THE AMENDED AND RESTATED
SUBDIVISION AGREEMENT FOR THE WINCHESTER ESTATES
SUBDIVISION, AND APPROVING THE ASSIGNMENT OF ALL
OBLIGATIONS RELATED THERETO**

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO AS FOLLOWS:

Section 1. The Amended and Restated Subdivision Agreement between the Town and RKM Homes, LLC, a Colorado limited liability company, attached hereto as **Exhibit A**, is hereby approved by the Board of Trustees, and the Mayor is authorized to execute the same on behalf of the Board of Trustees.

Section 2. The assignment of all rights and obligations related to the approval of the Winchester Estates Subdivision from Sunwest of Colorado, LLC to RKM Homes, LLC is hereby approved by the Town.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2024, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Tammy Payne, Mayor

ATTEST

Michelle M. Oeser, Town Clerk

AMENDED AND RESTATED SUBDIVISION AGREEMENT

THIS AMENDED AND RESTATED SUBDIVISION AGREEMENT is made this _____ day of _____, 2024, by and between the Town of Elizabeth, Colorado, a statutory municipality (the "Town"), and RKM Homes, LLC, a Colorado limited liability company (the "Developer").

RECITALS

A. The Developer is the owner of certain real property located in the Town known as Winchester Estates, which is more particularly described in **Exhibit A**, attached hereto and incorporated herein (the "Property").

B. The Developer's predecessor in interest, SunWest of Colorado LLC, entered into that Subdivision Agreement dated November 27, 2018 (the "Original Agreement"), following public hearings on the final plat for the Property by the Board of Trustees and the Planning Commission of the Town. A copy of the final plat is attached hereto as **Exhibit B** and incorporated herein.

C. Developer has received an assignment of all right, title and interest to the Property from SunWest of Colorado LLC, and the Town and the Developer desire to update the Original Agreement as set forth herein.

D. The approvals cited above are contingent upon the express condition that all duties created by this Agreement are faithfully performed by the Developer.

AMENDED AND RESTATED AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the parties hereto agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by the Developer upon subdivision of the Property. All conditions contained herein are in addition to any and all requirements of the Town of Elizabeth Subdivision Ordinance and Zoning Ordinance, any and all state statutes, and any other sections of the Elizabeth Municipal Code, and are not intended to supersede any requirements contained therein.

2. **Fees.** The following fees shall be paid to the Town by the Developer.

a. The Developer hereby agrees to pay the Town the actual cost to the Town for plan review, engineering review, hydrological and surveying review, prior to and during the development process, and for construction observation, inspection and materials testing during the construction process for public improvements, and for construction observation, inspection and materials testing and electronic deliverable review during the warranty period for public improvements, and for legal services (the "actual costs") rendered in connection with the review of the subdivision of the Property, including related administrative fees not to exceed one hundred

fifteen percent (115%) of the actual costs. In addition, the Developer shall reimburse the Town for the costs of making corrections or additions to the master copy of the official Town map and for the fee for recording the final plat and accompanying documents with the Elbert County Clerk and Recorder.

b. The Developer acknowledges and agrees that the Town, pursuant to this Agreement, shall be granted construction easement(s) that are reasonably sufficient to complete the public improvements.

3. Specific Conditions. The Developer hereby agrees that:

a. Developer shall construct the improvements more particularly described in **Exhibit C**, attached hereto and incorporated herein by this reference (the "Public Improvements"), consisting generally of the following:

(iii) The stormwater and water quality detention facilities set forth on Exhibit C;
and

(iv) The curb cuts and sidewalk improvements for the new entry drives to the Property.

b. Developer shall dedicate by special warranty deed, free and clear of all liens and encumbrances, the property more particularly described in **Exhibit D**, attached hereto and incorporated herein by this reference, which consists of thirty (30) feet of rights-of-way along Banner Street for future town roadway improvements;

c. Landscaping to be installed in accordance with the Town standards; and

4. Title Policy. A title commitment for the Property as described in Exhibit D shall be provided to the Town. The title commitment shall show that the property in Exhibit D to be dedicated to the Town is, or shall be, subsequent to the execution and recording of the final plat, free and clear of all liens and encumbrances (other than real estate taxes which are not yet due and payable); which would make the dedications unacceptable as the Town, in its sole discretion, determines. The title policy evidenced by the title commitment shall be provided thirty (30) days after the recording of the final plat.

5. Breach by the Developer; the Town's Remedies. In the event of a breach of any of the terms and conditions of this Agreement by the Developer, the Board of Trustees shall be notified immediately and the Town may take such action, as permitted and/or authorized by law, this Agreement or the ordinances of the Town, as the Town deems necessary to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the citizens of the Town from hardship and undue risk. The remedies include, but are not limited to:

a. The refusal to issue any building permit or certificate of occupancy;

b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;

c. A demand that the security given for the completion of the Public Improvements be paid or honored; or

d. Any other remedy available at law.

Unless necessary to protect the immediate health, safety, and welfare of the Town, or to protect the interest of the Town with regard to security given for the completion of the Public Improvements, the Town shall provide the Developer thirty (30) days' written notice of its intent to take any action under this paragraph, during which thirty-day period the Developer may cure the breach described in the notice and prevent further action by the Town.

6. Public Improvements and Warranty. Trickle drain, detention pond, and any curb cuts and sidewalk improvements for the new entry driveways, and slope easements as referenced in the final construction plans dated and stamped on 12/06/2018. Landscape plans and the associated construction documents (the "Public Improvements"), as approved by the Director of Public Works of the Town, shall be installed and completed at the expense of the Developer and dedicated and/or conveyed to the Town. The Public Improvements required by this Agreement and shown on the final plat, as well as the final construction plans dated and stamped on 12/06/2018 approved by the Director of Public Works of the Town and the costs of these Public Improvements, are set forth on **Exhibit C**. All Public Improvements covered by this Agreement shall be made in accordance with the final plat and the final construction plans dated and stamped on 12/06/2018 drawn in accordance with regulations and construction standards for such improvements and approved by the Director of Public Works of the Town.

The Developer shall warrant any and all Public Improvements, which are conveyed to the Town, pursuant to this Agreement, for a period of two (2) years from the date the Town's Director of Public Works grants probationary acceptance of the Public Improvements, as approved by the Town. The warranty period shall extend two (2) years from the date final acceptance is granted in writing by the Town's Director of Public Works. The Developer shall be responsible for scheduling the necessary inspections for probationary and final acceptance provided by the Developer's third-party engineer. Specifically, but not by way of limitation, the Developer shall warrant the following:

a. That the title conveyed for the trickle drain, inlet tank, pipe to storm drain at street, curb cuts and sidewalk improvements for the new entry driveways shall be marketable and its transfer rightful;

b. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and

c. Any and all facilities so conveyed shall be in conformity with the Town's specifications and shall be free of defects in materials or workmanship for a period of two (2) years, as stated above, including, but not limited to, cracks, breakage, settling, or other deterioration of the Public Improvements, no matter the cause, for a period of two (2) years, as stated above.

The Town will accept for maintenance all Public Improvements after the warranty period has expired; provided, all warranty work, if any, has been completed. The Town shall accept for

snow removal purposes only all dedicated public streets after probationary acceptance has been granted in writing by the Director of Public Works. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Town's specifications, prior to final acceptance.

7. Observation. The Town shall have the right to make reasonable engineering observations at the Developer's expense, as the Town may request. Observation, acquiescence in, or approval by any engineering inspector of the construction of physical facilities at any particular time shall not constitute the approval by the Town of any portion of the construction of such Public Improvements. Such approval shall be made by the Town only after completion of construction and in the manner hereinafter set forth.

8. Completion of Public Improvements. The obligations of the Developer provided for in paragraph 6 of this Agreement, including the inspections hereof, shall be performed on or before April 1, 2026, and proper application for acceptance of the Public Improvements shall be made on or before such date. Upon completion of construction by the Developer of such Public Improvements, the Town's Director of Public Works or his designee shall inspect the improvements and certify, with specificity, their conformity or lack thereof to the Town's specifications. The Developer shall make all corrections necessary to bring the improvements into conformity with the Town's specifications. Once approved by the Town's Director of Public Works, the Town shall accept said improvements upon conveyance, pursuant to paragraph 10; provided, however, the Town shall not be obligated to accept the Public Improvements until the actual costs described in paragraphs 2.a. and b. of this Agreement are paid in full by the Developer.

9. Related Costs – Public Improvements. The Developer shall provide all necessary engineering designs, surveys, field surveys and incidental services related to the construction of the Public Improvements, at its sole cost and expense, including reproducible "as built" drawings certified accurate by a professional engineer registered in the State of Colorado.

10. Improvements to be the Property of the Town. All Public Improvements for roads, concrete curbs and gutters, storm sewers, and drainage improvements accepted by the Town shall be dedicated to the Town and warranted for a period of two (2) years following probationary acceptance by the Town, as provided above. Upon completion of construction and conformity with the final plat and associated construction plans dated and signed on 12/06/2018, and any properly approved changes, the Developer shall convey to the Town, by bill of sale, all installed physical facilities.

11. Performance Guarantee. In order to secure the construction and installation of the Public Improvements, the Developer shall, no later than ninety (90) days after the execution of this Agreement, furnish the Town, at the Developer's or the Developer's assignee's expense, with the performance guarantee described herein. The Town shall record the final plat in the real estate records of Elbert County, which recording shall occur upon written notice from the Developer of the scheduled closing with the entity that is posting the security. The performance guarantee shall be in the form of cash or an irrevocable letter of credit in which the Town is designated as beneficiary, in an amount equal to one hundred ten percent (110%) of the estimated costs of the Public Improvements to be constructed and installed, as set forth in Exhibit C, to secure the performance and completion of the Public Improvements (the "Performance Guarantee"). The

Developer agrees that approval of the final plat by the Town is contingent upon the Developer's provision of a Performance Guarantee to the Town within ninety (90) days of the execution of this Agreement, in the amount and form provided herein, and the failure of the Developer to provide a Performance Guarantee to the Town, in the manner provided herein, shall negate the Town's approval of the final plat. Letters of credit shall be substantially in the form and content set forth in **Exhibit D-1**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The cash shall be paid to the Town according to the terms and conditions of the "Financial Guarantee," which shall be substantially in the form and content set forth in **Exhibit D-2**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The Developer shall not start the construction of any public or private improvement on the Property, including, but not limited to, staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the Town has received and approved the Performance Guarantee or approved permit for specific work issued by the Town.

The estimated costs of the Public Improvements shall be a figure mutually agreed upon by the Developer and the Town's Director of Public Works, as set forth in Exhibit C. If, however, they are unable to agree, the Director of Public Works' estimate shall govern after giving consideration to information provided by the Developer, including, but not limited to, construction contracts and engineering estimates. The purpose of the cost estimate is solely to determine the amount of security. No representations are made as to the accuracy of these estimates and the Developer agrees to pay the actual costs of all such Public Improvements.

The estimated costs of the Public Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimates on an annual basis. Adjusted cost estimates will be made according to changes in the Construction Costs Index, as published by the Engineering News Record. If the Town adjusts the cost estimate for the Public Improvements, the Town shall give written notice to the Developer. The Developer shall, within thirty (30) days after receipt of said written notice, provide the Town with a new or amended Performance Guarantee in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with a new or amended Performance Guarantee, the Town may exercise the remedies provided for in paragraph 5 of this Agreement; provided, however, that prior to increasing the amount of additional security required, the Town shall give credit to the Developer for all required Public Improvements which have actually been completed so that the amount of security required at any time shall relate to the cost of required Public Improvements not yet constructed.

In the event the Public Improvements are not constructed or completed within the period of time specified by paragraph 8 of this Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the Performance Guarantee to complete the Public Improvements called for in this Agreement. In the event the letter of credit is to expire within fourteen (14) calendar days and the Developer has not yet provided a satisfactory replacement, the Town may draw on the letter of credit, and either hold such funds as security for performance of this Agreement, or spend such funds to finish the Public Improvements or correct problems with the Public Improvements, as the Town deems appropriate.

Upon completion of performance of such improvements, conditions and requirements within the required time and the approval of the Town Public Works Director, the Developer shall

issue an irrevocable letter of credit to the Town in the amount of twenty percent (20%) of the total cost of construction and installation of the Public Improvements, to be held by the Town during the two-year warranty period or, in the alternative, if the Performance Guarantee held by the Town is cash, the Town will reduce the cash amount to twenty percent (20%) of the total cost of construction and installation of the Public Improvements, to be held by the Town during the two-year warranty period. . The irrevocable letter of credit or cash in lieu shall be released back to the Developer within 14 days of the approval of the Town Public Works Director. If the Public Improvements are not completed within the required time, the monies may be used to complete the improvements.

12. Nuisance Conditions. The Developer agrees to prevent the existence of any nuisances by way of its construction activities, as the same are defined by the Elizabeth Municipal Code. In the event the authorized inspector/designated Town authority determines that a nuisance exists, the Developer shall be subject to the provisions set forth in Elizabeth Municipal Code regarding the abatement of nuisances and the cost assessed for the abatement thereof.

In addition to the provisions above, if the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the Town, the Town may, upon thirty (30) days' notice under this Agreement, exercise the right to draw upon the Performance Guarantee specified in paragraph 11 of this Agreement. The Town may draw on the Performance Guarantee in order to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Elizabeth Municipal Code. The Town may exercise this right in addition to, or in lieu of, the withholding of permits and/or the withholding of certificates of occupancy. The right to draw on the Performance Guarantee shall be subject to the sole discretion of the Town, provided the Developer has received thirty (30) days' notice, as provided herein.

The Town Planning Department and Public Works Department shall be authorized to cease processing any land use or permit applications submitted by the same developer for the property that is contained within the same Planned Unit Development, until the nuisance is abated. This shall include, but not be limited to, acceptance of applications, sending referrals, scheduling meetings or hearings, or conducting reviews of projects.

13. Indemnification. The Developer shall indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from, or on account of, any act or omission of the Developer, or of any other person or entity for whose act or omission the Developer is liable, with respect to construction of the Public Improvements as set for in Exhibit C; and the Developer shall pay any and all judgments rendered against the Town as the result of any suit, action or claim, together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim.

The Developer shall pay all property taxes on the Property dedicated to the Town, and shall indemnify and hold harmless the Town for any property tax liability.

The Developer shall require that all contractors and other employees engaged in construction of the Public Improvements shall maintain adequate workers' compensation insurance

and public liability coverage and shall faithfully comply with the provisions of the Federal Occupational Safety and Health Act.

14. Waiver of Defects. In executing this Agreement, the Developer waives all objections it may have concerning defects of deliverables in Exhibit C, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on the Developer, as set forth herein, and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement.

15. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

16. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents, or their designees, except in accordance with the Elizabeth Municipal Code and the laws of the State of Colorado.

17. Captions. The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, as the case may be.

19. Invalid Provision. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto, that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

20. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Elbert County, Colorado.

21. Attorney Fees. Should this Agreement become the subject of litigation to resolve a claim of default of performance by the Developer and a court of competent jurisdiction determines that the Developer was in default in the performance of the Agreement, the Developer shall pay the attorney fees, expenses and court costs of the Town. If a court of competent jurisdiction determines that the Town was in default in the performance of the agreement, the Town shall pay the attorney fees, expenses and court costs of the Developer.

22. Notice. All notices required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address, as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

Notice to the Town: Town of Elizabeth
Attn: Town Administrator
PO Box 159
Elizabeth, Colorado 80107

With copy to: Corey Y. Hoffmann, Esq.
Hoffmann, Parker, Wilson & Carberry, P.C.
511 16th Street, Suite 610
Denver, Colorado 80202

Notice to Developer: RKM Homes, LLC
36480 Antler Grove Circle
Elizabeth, CO 80107

With Copies to: David Hansen, Esq.
Kumpf Charsley & Hansen
9565 S. Kingston Ct., Suite 100
Englewood, CO 80112

23. Force Majeure. Whenever the Developer is required to complete the construction, repair or replacement of Public Improvements by an agreed deadline, the Developer shall be entitled to an extension of time equal to a delay in completing the foregoing, due to unforeseeable causes beyond the control and without the fault or negligence of the Developer, including, but not limited to, acts of God, weather, fires and strikes.

24. Approvals. Whenever approval or acceptance of the Town is necessary, pursuant to any provision of this Agreement, the Town shall act reasonably, but not to exceed fourteen (14) days from notification, and in a timely manner in responding to such request for approval or acceptance.

25. Assignment or Assignments. There shall be no transfer or assignment of any of the rights or obligations of the Developer under this Agreement, without the prior written approval of the Town. The Developer agrees to provide the Town with at least fourteen (14) days' advance written notice of the transfer or assignment of any of the rights and obligations of the Developer under this Agreement.

26. Recording of Agreement. This Agreement shall be recorded in the real estate records of Elbert County and shall be a covenant running with the Property, in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

27. Title and Authority. The Developer expressly warrants and represents to the Town that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individuals, that the undersigned individuals have full power and authority to enter into this Subdivision Agreement. The Developer and the undersigned

individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF ELIZABETH, COLORADO

By: _____
Tammy Payne, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney

DEVELOPER RKM Homes, LLC, a Colorado limited liability company

By: _____
Kerry Moore, Manager

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Kerry Moore as Manager of RKM Homes, LLC, a Colorado limited liability company.

My commission expires: _____.

(SEAL)

Notary Public

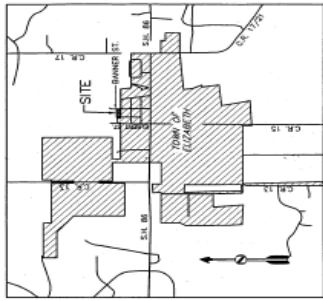
EXHIBIT A

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF ELBERT, STATE OF COLORADO, DESCRIBED AS: BEGINNING AT THE NORTH EDGE OF WASHINGTON STREET AND THE CENTER OF THE NORTH END OF BANNER STREET, GARLAND'S ADDITION TO THE TOWN OF ELIZABETH; THENCE NORTH A DISTANCE OF 125 FEET; THENCE WEST A DISTANCE OF 350 FEET; THENCE SOUTH 125 FEET; THENCE EAST 350 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

WINCHESTER ESTATES - FINAL PLAT

PART OF SECTION 7, T. 8 S., R. 64 W., 6TH P.M.
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO
(0.917 ACRES - 5 RESIDENTIAL LOTS & 0.087 ACRES R.O.W. DEDICATION)



OWNER/APPLICANT:
DANIEL M. WALKER
421 N. BANNER STREET
ELBERT, CO. 80127

ZONING:
RESIDENTIAL R-1

BOARD OF TRUSTEES:
THIS PLAT WAS APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO, ON THIS 15th DAY OF DECEMBER, 2018. THE BOARD OF TRUSTEES HAS REVIEWED THE PLAT AND HAS DETERMINED THAT THE PLAT COMPLIES WITH THE ZONING ORDINANCES OF THE TOWN OF ELIZABETH, COLORADO, AND THAT THE PLAT IS IN ACCORDANCE WITH THE SUBDIVISION MAP ACT, C.R.S. 380.1. THE BOARD OF TRUSTEES HAS ALSO REVIEWED THE PLAT AND HAS DETERMINED THAT THE PLAT IS IN ACCORDANCE WITH THE SUBDIVISION MAP ACT, C.R.S. 380.1. THE BOARD OF TRUSTEES HAS ALSO REVIEWED THE PLAT AND HAS DETERMINED THAT THE PLAT IS IN ACCORDANCE WITH THE SUBDIVISION MAP ACT, C.R.S. 380.1.

PLANNING COMMISSION:
THIS FINAL PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON November 5, 2018.
Dan Walker
CHAIRMAN

CLERK AND RECORDER'S CERTIFICATE:
I, Debra J. Kelly, Clerk and Recorder of the County of Elbert, Colorado, do hereby certify that the foregoing plat was filed in my office on this 29th day of December, 2018, at 10:00 AM and that the same is a true and correct copy of the original as shown to me by the applicant and recorded in my office.

REGISTERED SURVEYOR:
I, Debra J. Kelly, Registered Surveyor No. 1810, do hereby certify that the foregoing plat was prepared by me or under my direct supervision and that I am a duly licensed and registered surveyor in the State of Colorado.

DATE: 12/29/2018
TIME: 10:00 AM
PLACE: ELBERT, COLORADO

SCALE: 1" = 30'

PROJECT: WINCHESTER ESTATES
OWNER: DANIEL M. WALKER
ADDRESS: 421 N. BANNER STREET, ELBERT, CO. 80127

PROJECT NO.: 18-001
PLAT NO.: 18-001

DATE: 12/29/2018
TIME: 10:00 AM
PLACE: ELBERT, COLORADO

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PLACE: ELBERT, COLORADO

PROJECT: WINCHESTER ESTATES
OWNER: DANIEL M. WALKER
ADDRESS: 421 N. BANNER STREET, ELBERT, CO. 80127

DEDICATION STATEMENT:
I, Daniel M. Walker, do hereby dedicate to the public use of the State of Colorado the following described land, to-wit: 0.087 acres of Right-of-Way located on the north side of Chamber Street, between Washington Street and Banner Street, in the Winchester Estates, Town of Elizabeth, County of Elbert, State of Colorado.

TITLE NOTIFICATION:
I, Daniel M. Walker, do hereby notify the public that the following described land is being dedicated to the public use of the State of Colorado: 0.087 acres of Right-of-Way located on the north side of Chamber Street, between Washington Street and Banner Street, in the Winchester Estates, Town of Elizabeth, County of Elbert, State of Colorado.

PROPERTY DESCRIPTION:
The property described in this plat is located in the Winchester Estates, Town of Elizabeth, County of Elbert, State of Colorado, and is bounded on the north by Chamber Street, on the east by Washington Street, on the south by Banner Street, and on the west by the Right-of-Way.

SURVEYOR'S CERTIFICATE:
I, Debra J. Kelly, Registered Surveyor No. 1810, do hereby certify that the foregoing plat was prepared by me or under my direct supervision and that I am a duly licensed and registered surveyor in the State of Colorado.

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PLACE: ELBERT, COLORADO

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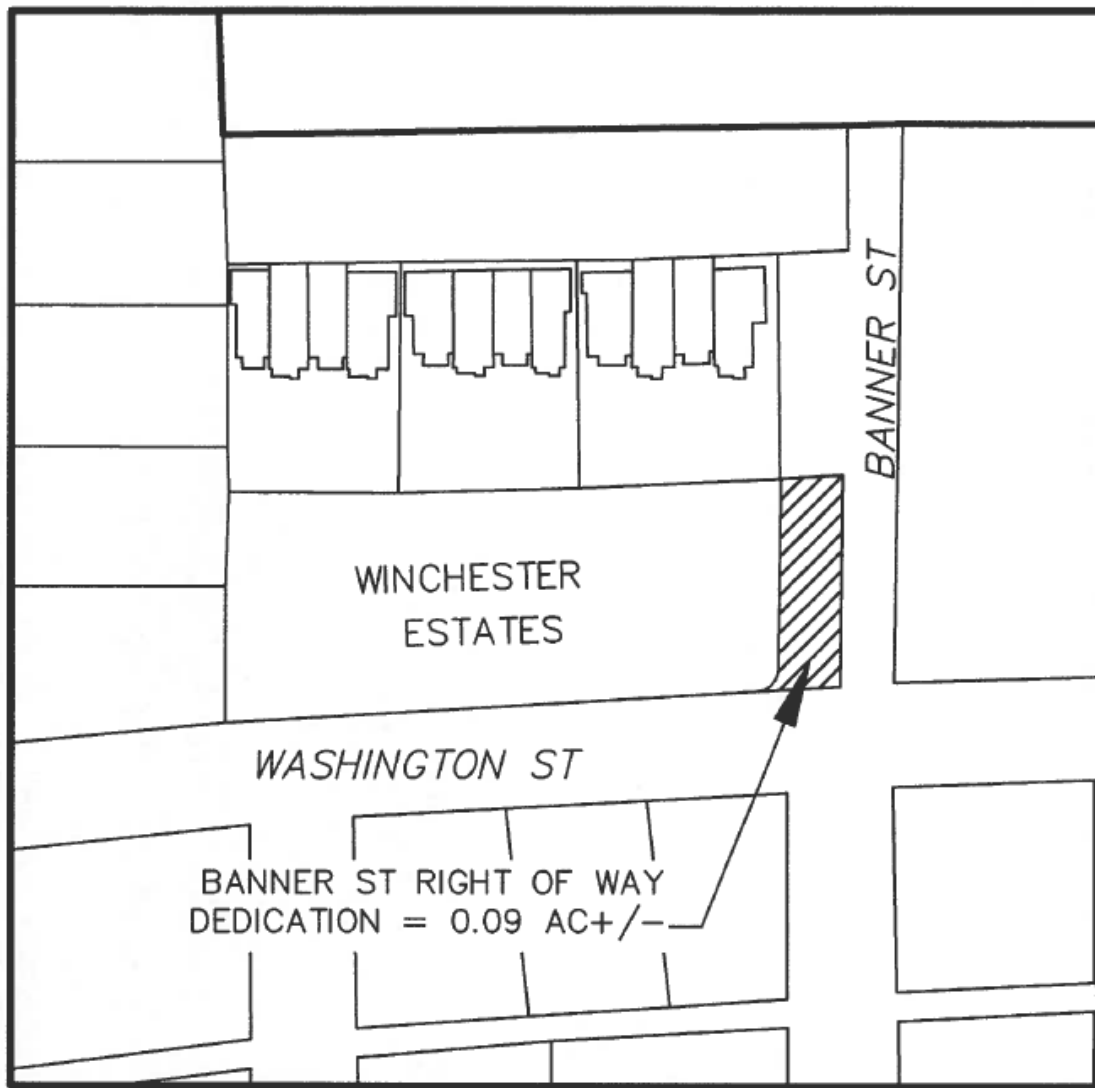
EXHIBIT C
WINCHESTER ESTATES
Public Improvement Cost Estimate

Date: 03/03/2024

Work Item		Quantity	Unit Cost	Estimated Cost
Over Lot Grading				
	Importing of dirt	2100 yards	\$5.94	\$12,455
	Cut/fill/spreading of soil	2100 yards	\$2.70	5,670
<i>Subtotal</i>				<i>\$18,125</i>
Detention/Water Pond				
	Type C Outlet Tank	1 EA	\$4,500	\$4,500
	Metal Work: grate, galvanized steel, etc.	1 EA	1,000	1,000
	2 foot Concrete Trickle Drain with Micropool	265 LF	\$17	4,505
	12" CL II RCP	45 LF	20	900
	Excavation – Grading	60 CY	2.70	162
	Fill – Grading	150 CY	2.70	405
	Emergency spillway cutoff wall			2,000
<i>Subtotal</i>				<i>\$13,472</i>
TOTAL				\$31,597

EXHIBIT D

APPROXIMATE BANNER ST RIGHT OF WAY DEDICATION WINCHESTER ESTATES



583981 B: 792 P: 764 RES
02/27/2019 11:09:39 AM Page: 16 of 24 R 128.00 D
Dallas Schroeder Recorder, Elbert County, Co

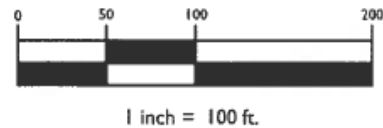


Exhibit D-1

FORM- IRREVOCABLE LETTER OF CREDIT

Issuing Bank's Letterhead

Irrevocable Letter of Credit

Issuing Bank: [Type in bank name.]

Letter of Credit No.: [Type letter of credit number.]

Amount: [Type in aggregate amount.]

Issuance Date: [Type loc issuance date.]

Expiry Date: [Type loc expiration date.]

Name of Developer: [Type in name of developer.]

Town of Elizabeth

[Address]

Attention: Mayor and Town Attorney

Ladies and Gentlemen:

We hereby establish this Irrevocable Letter of Credit in your favor for an amount up to the aggregate sum of \$34,756.70 U.S. Dollars.

Funds under this credit are available to you by your draft or drafts drawn at sight on us containing the number of this Letter of Credit, as set forth above, in the Form of Sight Draft attached hereto as **Exhibit 1** and incorporated by this reference. Partial drawings are permitted. The amount of the funds available under this Letter of Credit may not be reduced, except by payment of drafts drawn hereunder, or pursuant to written authorization given to us by the Town. The sole condition for payment of any draft under this Letter of Credit is that the draft be accompanied by a letter, on the Town's letterhead, signed by the Mayor or designee, stating that one or more of the following conditions exist:

- a. The Town has determined that the Developer is in default of its obligations under that certain agreement, to secure the performance of the *Amended and Restated Subdivision Agreement for Winchester Estates*;

Drafts for payment by the Town, pursuant to this Letter of Credit, shall be deemed timely presented if, prior to the date of expiration of the Letter of Credit, the draft is deposited in the U.S. mail or otherwise delivered for transmission by any other usual means of communication with postage or cost of transmission prepaid and properly addressed to the above letterhead address.

We hereby agree with the Town that such drafts will be processed in good faith and duly honored, upon presentation to us, as provided herein. In case of wrongful dishonor, we agree to reimburse the Town for all court costs, investigative costs and reasonable attorney's fees the Town may incur in obtaining payment, according to the terms of this Letter of Credit. This Letter of Credit shall be governed by and construed in accordance with the laws of the State of Colorado. We further agree that the exclusive venue for any action concerning this Letter of Credit shall be the District Court for Elbert County, Colorado.

Very truly yours,
[Name of Bank]

By: _____
Signature of Authorized Signing Officer

Print
Name
[Signature Must Be Notarized]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this day of
20 , by _____, as _____ of _____

My commission expires: _____ -

SEAL

Notary Public

EXHIBIT 1

FORM OF SIGHT DRAFT

Date: _____

At sight, pay to the order of Town of Elizabeth _____
Dollars
(\$ _____), for value received and charge to the account of *[name of Developer]*.

Drawn under Letter of Credit No _____
[type letter of credit issuance date].

To: *[name of Issuing Bank]* _____, Town of Elizabeth, beneficiary,
[Address of Issuing Bank] _____

By: *[type Mayor or designee]*

EXHIBIT D-2

FINANCIAL GUARANTEE AGREEMENT

THIS FINANCIAL GUARANTEE AGREEMENT (the "Agreement") is entered into this _____ day of _____, 20__, by and between the Town of Elizabeth, Colorado, a municipal corporation (the "Town"), and _____ (the "Developer").

RECITALS

WHEREAS, the Town and the Developer have entered into that certain Subdivision Agreement (the "Subdivision Agreement") dated _____, 20__, concerning that certain real property known as _____, which is more particularly described in **Exhibit A**, which is attached to the Subdivision Agreement (the "Property"); and

WHEREAS, pursuant to the Subdivision Agreement, the Developer has agreed to install and complete at its expense certain Public Improvements (as that term is defined in the Subdivision Agreement) on the Property and to provide the Town with a financial guarantee, in an amount equal to one hundred ten percent (110%) of the costs of the Public Improvements naming the Town as the designated beneficiary, to secure the performance and completion of the Public Improvements.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged and confessed, the parties hereto covenant and agree as follows:

1. Purpose. The purpose of this Agreement is to provide for a financial guarantee to the Town for the performance and completion of the Public Improvements described in the Subdivision Agreement and, accordingly, to supplement the terms and conditions of the Subdivision Agreement. Defined terms within the Subdivision Agreement shall have the same meaning when used herein.

2. Financial guarantee. In order to secure the performance and completion of the Public Improvements, the Developer agrees to deposit with the Town the sum of

_____ Dollars
(\$ _____), which represents one hundred ten percent (110%) of the estimated cost of the Public Improvements (the "Financial Guarantee Funds"). All Financial Guarantee Funds shall be deposited in the Town's General Fund. The Town shall not be required to pay the Developer any interest on the Financial Guarantee Funds.

The estimated costs of the Public Improvements shall be a figure mutually agreed upon by the Developer and the Town's Director of Public Works. If, however, they are unable to agree, the Director of Public Works' estimate shall govern after giving consideration to information provided by the Developer including, but not limited to, construction contracts and engineering estimates. The purpose of the cost estimate is solely to determine the amount of the financial guarantee. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the actual costs of all such Public Improvements.

The estimated costs of the Public Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimate prior to the issuance of any grading permit for the Property and on an annual basis thereafter. Adjusted cost estimates will be made according to changes in the Construction Costs Index as published by the *Engineering*

News Record or based upon actual construction bids, as determined by the Town in the exercise of its sole discretion. If the Town adjusts the cost estimate for the Public Improvements, the Town shall give written notice to the Developer. The Developer shall, within thirty (30) days after receipt of said written notice, provide the Town with new funds in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with additional Financial Guarantee Funds, the Town may exercise the remedies provided for in paragraph 6 of the Subdivision Agreement; provided, however, that prior to increasing the amount of additional Financial Guarantee Funds required, the Town shall give credit to the Developer for all required Public Improvements which have actually been completed so that the amount of Financial Guarantee Funds required at any time shall relate to the cost of required Public Improvements not yet constructed.

3. Release of Financial Guarantee Funds.

a. The Developer intends to enter into several different contracts with different contractors to install the Public Improvements. It is the intent of the parties hereto that Financial Guarantee Funds will be released as work is completed on each individual contract. In the event the Public Improvements are not constructed or completed within the period of time specified by paragraph 9 of the Subdivision Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the Financial Guarantee Funds to complete the Public Improvements called for in this Agreement.

b. The Financial Guarantee Funds are to be used solely and exclusively for the completion of the Public Improvements. The Town will disburse up to ninety percent (90%) of the estimated cost of the Public Improvements as progress payments according to the schedule of values attached as **Exhibit 1** and incorporated by this reference (the "Schedule of Values"), upon the Developer's satisfaction of the following draw requirements:

1. The Developer delivers an application to the Town (which includes a certification signed by the Developer of the percentage of the total Public Improvements completed according to the Schedule of Values), which application will be made no more than once per month and shall be tied to progress toward the completion of the Public Improvements, as identified in the application (the "Application").

2. Upon receipt of the Application, the Town shall have thirty (30) calendar days within which to provide written acknowledgement from the Public Works Director or designee of the Town that the Application may be paid, partially paid or denied. The Town's affirmation and payment will not constitute approval by the Town of the completion and/or acceptance of Public Improvements, or any portion thereof. Such acknowledgement shall not be unreasonably denied or withheld by the Town and shall be given if the Public Improvements described in the Application are completed in accordance with the construction plans approved by the Town.

3. The Town shall have no obligation to provide probationary acceptance of the Public Improvements, until all of the Public Improvements are completed and all deficiencies, of any type, including, but not limited to, maintenance, materials or workmanship, that are identified by the Public Works Director at the final inspection are corrected (regardless of the cause of the deficiency).

4. Upon the Town's probationary acceptance of the Public Improvements, the Developer has the option of substituting a letter of credit for twenty percent (20%) of the cost of the Public Improvements that the Town is holding for the two-year warranty

period, as described in the Subdivision Agreement, in a form and from a financial institution acceptable to the Town.

c. That portion of the Financial Guarantee Funds which represents twenty percent (20%) of the estimated costs of the Public Improvements shall be retained by the Town during the two-year warranty period described in the Subdivision Agreement. At the end of the warranty period and upon final acceptance by the Town, the remaining Financial Guarantee Funds shall be released to the Developer. The Town may draw on the Financial Guarantee Funds during the warranty period to correct any problems with the Public Improvements which have not been corrected by the Developer, as provided by the Subdivision Agreement.

4. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

5. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees, except in accordance with the Elizabeth Municipal Code and the laws of the State of Colorado.

6. Captions. The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns as the case may be.

8. Invalid Provision. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two (2) constructions, one of which would render the provision void, and the other which would render the provision valid, then the provisions shall have the meaning which renders it valid.

9. Governing law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Elbert County, Colorado.

10. Notice. All notice required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

Notice to the Town: Town of Elizabeth
Attn: Public Works Director

Town of Elizabeth
Attn: Director of Community Development

With a copy to: Hoffmann, Parker, Wilson & Carberry, P.C.
Attn: Corey Y. Hoffmann, Town Attorney
511 16th Street, Suite 610
Denver, Colorado 80202

Notice to Developer: _____

With a copy to: _____

11. Assignment or Assignments. There shall be no transfer or assignment of any of the rights or obligations of the Developer under this Agreement without the prior written approval of the Town. The Developer agrees to provide the Town with at least fourteen (14) days' advance written notice of the transfer or assignment of any of the rights and obligations of the Developer under this Agreement.

12. Title and Authority. The Developer expressly warrants and represents to the Town that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individual(s) that the undersigned individuals(s) has or have full power and authority to enter into this Financial Guarantee Agreement. The Developer and the undersigned individual(s) understand that the Town is relying on such representations and warranties in entering into this Agreement.

13. Conflict with Subdivision Agreements. In the event there is a conflict between the language contained within the Financial Guarantee Agreement and the language contained within the Subdivision Agreement, the language contained in the Subdivision Agreement shall control.

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF ELIZABETH, COLORADO

By: _____
Patrick Davidson, Town Administrator

ATTEST:

Michelle M. Oeser, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney

DEVELOPER: [COMPANY NAME]

By: _____
[Name, title]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____, as _____ of _____.

My commission expires: _____.

SEAL

Notary Public



TOWN OF ELIZABETH

ADMINISTRATION

TO: Honorable Mayor and Board of Trustees
FROM: Patrick Davidson and Michelle Oeser Town Clerk
DATE: April 9, 2024
SUBJECT: Publishing by Title Only

SUMMARY

When an ordinance is passed by the Board, it is published in full text in the newspaper in the public notice section. This can be costly depending on the size of the ordinance and the number of ordinances passed over a year. Staff would like to have this process changed to publishing by title only. The ordinance would be available in full text if people request to view it and it can be placed on the Town website if the Board chooses to do so. To change this process the question will need to go to the citizens for a vote on if they approve of this change. As people have modified how they seek out information, Staff believes this would not be an inconvenience to citizens as most go online and do not read the newspaper as they did in the past.

STAFF RECOMMENDATIONS

Staff recommends the Board direct Staff to move forward with the attached ordinance and place the question of publishing by title only on the November ballot.

ATTACHMENTS(S)

Ordinance 24-XX

TOWN OF ELIZABETH, COLORADO

ORDINANCE 24-XX

AN ORDINANCE TO SUBMIT A BALLOT QUESTION ON WHETHER THE TOWN SHOULD BE PERMITTED TO PUBLISH ORDINANCES BY TITLE ONLY AND FIXING THE BALLOT TITLE FOR SAID REFERRED MEASURE

WHEREAS, the Town of Elizabeth, Colorado is a municipal corporation duly organized and operating as a statutory town under the Colorado Constitution and law of the State of Colorado; and

WHEREAS, pursuant to C.R.S. 31-11-111(2), the Town's Board of Trustees may refer any question to a vote of the registered electors of the Town by fixing a ballot title for such referred measure; and

WHEREAS, C.R.S. 31-16-105 requires all ordinances adopted by the Town's Board of Trustees to be published at least one time, in full, in a newspaper of general circulation in the Town; and

WHEREAS, C.R.S. 31-16-105 authorizes the Board of Trustees to refer a ballot question to the Town's electors seeking permission to publish ordinances by title only, rather than in full; and

WHEREAS, in order to reduce the Town expenditures, the Board of Trustees desires to submit to a vote of the registered electors of the Town a ballot question to determine whether the Town may publish ordinances by title only, with a full copy of the ordinances available for review by the public on file at Town Hall located at 128 2nd Street, Elizabeth, Colorado 80645, or such other places designated by the Town, instead of publishing each ordinance in full.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN BOARD OF THE TOWN OF ELIZABETH, COLORADO:

Section 1. At the November 5, 2024, coordinated election, the following question shall be submitted to the registered electors of the Town of Elizabeth, Colorado:

BALLOT TITLE: PUBLISH BY TITLE ONLY

BALLOT TEXT:

TO REDUCE THE TOWN'S FINANCIAL BURDEN CONCERNING PUBLISHING ORDINANCES IN FULL UPON ADOPTION, SHALL THE TOWN OF ELIZABETH BE PERMITTED TO PUBLISH SAID ORDINANCES BY TITLE ONLY, AS PERMITTED UNDER COLORADO LAW, PROVIDED THAT THE FULL TEXT OF ALL SUCH ORDINANCES BE MADE AVAILABLE FOR REVIEW AT ELIZABETH TOWN HALL,

LOCATED AT 151 S. BANNER, ELIZABETH, COLORADO 80107, TOWN OF ELIZABETH WEBSITE, OR OTHER LOCATIONS AS THE BOARD MAY DESIGNATE.

Yes _____

No _____

Section 3. Safety Clause. The Town Board of Trustees hereby finds, determines, and declares that this ordinance is promulgated under the general police power of the Town of Elizabeth, that it is promulgated for the health, safety, and welfare of the public, and that this ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 4. Severability. If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 5. Effective Date. This ordinance shall be effective thirty days after its publication.

PASSED AND APPROVED on first reading at a regular meeting of the Town Board of the Town of Elizabeth on this 12th day of July, 2024.

PASSED AND ADOPTED, SIGNED AND APPROVED, at the regular meeting of the Town Board of the Town of Elizabeth on this _____ day of _____, 2024.

TOWN OF ELIZABETH, COLORADO

Tammy Payne, Mayor

ATTESTED:

Michelle M. Oeser, Town Clerk



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor, Mayor Pro Tem, and Board of Trustees
 FROM: Patrick Davidson, Town Administrator
 DATED: April 9, 2024
 SUBJECT: Resolution Authorizing the Expenditure of ARPA Funds

BACKGROUND

On March 26, 2024, a workshop was held by the Board of Trustees to identify expenses which would be eligible for the Town’s remaining American Rescue Plan Act (ARPA) funds. The Town received a total of \$393,613.72, of which approximately \$140,908.76 should be spent prior to the end of 2024. During this discussion, the Board identified the following for funding:

Expenditure	Purpose	Amount
Town Hall Firewall Upgrade	31 CFR §35.6(e)(2)(i)(A) and (i)(A)(ii)	\$5,891.00
PD Firewall Upgrade	31 CFR §35.6(b)(3)(i)(D)	\$5,891.00
Town Hall Network Switch	31 CFR §35.6(e)(2)(i)(A) and (i)(A)(ii)	\$1,500.00
PD Laptops	31 CFR §35.6(b)(3)(i)(D)	\$19,500.00
HVAC Improvements to PD	31 CFR §35.6(b)(3)(i)(A)	\$30,037.11
ADA Access to Bandt Park	31 CFR §35.6(b)(3)(ii)(11)(iii)	\$35,000.00

Non-Profit / Not-for-Profit	Purpose	Amount
American Legion Post 82	31 CFR §35.6(b)(3)(ii)(A)(1)	\$5,000.00
Elizabeth Firefighters Community Foundation	31 CFR §35.6(b)(3)(i)(C) and 31 CFR §35.6(b)(2)(iii)(C)	\$5,000.00
Dads of Elbert County	31 CFR §35.6(b)(3)(ii)(A)(1)	\$5,000.00
Elizabeth Education Foundation	31 CFR §35.6(b)(2)(i)	\$5,000.00
Protectors of Elizabeth Tribute	31 CFR §35.6(b)(3)(i)(C)	\$5,000.00
Senior Citizen Annual Baskets	31 CFR §35.6(b)(2)(iii)(A)	\$5,000.00

Any remaining funds are to be expended under 31 CFR §35.6(b)(3)(ii)(11)(iii) for purposes of investments in the Town’s public parks with an emphasis on tree replacement and plantings. (Currently estimated at \$13,089.65).

ANALYSIS

The above-referenced tables detail the expenditure of funds from ARPA. Under the direction of the Board of Trustees, each line item is the maximum expenditure for the funds, subject to additional direction by the Board. To the extent there may be cost savings on any identified expenditure, that cost savings shall be included in the funding for tree replacement and plantings.

STAFF RECOMMENDATION

For the reasons set forth above, the Staff believes the proposed expenditures meet the ARPA requirements identified within the 2021 legislation as well as the Federal Register.

BUDGET CONSIDERATION

The expenditures are identified herein.

ATTACHMENT(S)

A Resolution Authorizing the Town Administrator and/or His Designee to Expend American Rescue Plan Act (ARPA) Funds in the Manner Set Forth Herein.

RESOLUTION 24R20

A RESOLUTION AUTHORIZING THE TOWN ADMINISTATOR AND/OR HIS DESIGNEE TO EXPEND AMERICAN RESCUE PLAN ACT (ARPA) FUNDS IN THE MANNER SET FORTH HEREIN.

WHEREAS, under the American Rescue Plan Act of 2021 (“ARPA”), the Town of Elizabeth received a total of \$393,613.72 to be used as mandated under the Act and associated US Treasury Rules and Regulations; and

WHEREAS, the Town of Elizabeth has expended ARPA funds in the amount of \$252,704.69, to include improvements to audio and video equipment for public participation in Town meetings; the introduction of high-speed broadband services to the community; and repairs to Town infrastructure damaged in the June 2021 emergency declaration; and

WHEREAS, the Board of Trustees is mandated to allocate and spend the remaining ARPA funds before the end of calendar year 2024; and

WHEREAS, the Board of Trustees authorizes the Town Administrator and/or his designee to expend the remaining ARPA funds as set forth below:

Expenditure	Purpose	Amount
Town Hall Firewall Upgrade	31 CFR §35.6(e)(2)(i)(A) and (i)(A)(ii)	\$5,891.00
PD Firewall Upgrade	31 CFR §35.6(b)(3)(i)(D)	\$5,891.00
Town Hall Network Switch	31 CFR §35.6(e)(2)(i)(A) and (i)(A)(ii)	\$1,500.00
PD Laptops	31 CFR §35.6(b)(3)(i)(D)	\$19,500.00
HVAC Improvements to PD	31 CFR §35.6(b)(3)(i)(A)	\$30,037.11
ADA Access to Bandt Park	31 CFR §35.6(b)(3)(ii)(11)(iii)	\$35,000.00

WHEREAS, the Board of Trustees further authorizes the Town Administrator and/or his designee to provide funds to the following non-profit and not-for-profit organizations that were negatively impacted by COVID as follows:

Non-Profit / Not-for-Profit	Purpose	Amount
American Legion Post 82	31 CFR §35.6(b)(3)(ii)(A)(1)	\$5,000.00
Elizabeth Firefighters Community Foundation	31 CFR §35.6(b)(3)(i)(C) and 31 CFR §35.6(b)(2)(iii)(C)	\$5,000.00
Dads of Elbert County	31 CFR §35.6(b)(3)(ii)(A)(1)	\$5,000.00
Elizabeth Education Foundation	31 CFR §35.6(b)(2)(i)	\$5,000.00
Protectors of Elizabeth Tribute	31 CFR §35.6(b)(3)(i)(C)	\$5,000.00
Senior Citizen Annual Baskets	31 CFR §35.6(b)(2)(iii)(A)	\$5,000.00

WHEREAS, the Board of Trustees further authorizes the Town Administrator and/or his designee to expend any remaining funds under 31 CFR §35.6(b)(3)(ii)(11)(iii) for purposes of investments in the Town’s public parks with an emphasis on tree replacement and plantings.

WHEREAS, the Town Administrator and/or his designee shall regularly report to the Board of Trustees the status of such expenditures and identify any cost savings associated therewith.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO AS FOLLOWS:

SECTION 1. The Board of Trustees hereby authorizes the Town Administrator and/or his designee to expend ARPA funds as follows:

Expenditure	Purpose	Amount
Town Hall Firewall Upgrade	31 CFR §35.6(e)(2)(i)(A) and (i)(A)(ii)	\$5,891.00
PD Firewall Upgrade	31 CFR §35.6(b)(3)(i)(D)	\$5,891.00
Town Hall Network Switch	31 CFR §35.6(e)(2)(i)(A) and (i)(A)(ii)	\$1,500.00
PD Laptops	31 CFR §35.6(b)(3)(i)(D)	\$19,500.00
HVAC Improvements to PD	31 CFR §35.6(b)(3)(i)(A)	\$30,037.11
ADA Access to Bandt Park	31 CFR §35.6(b)(3)(ii)(11)(iii)	\$35,000.00

Non-Profit / Not-for-Profit	Purpose	Amount
American Legion Post 82	31 CFR §35.6(b)(3)(ii)(A)(1)	\$5,000.00
Elizabeth Firefighters Community Foundation	31 CFR §35.6(b)(3)(i)(C) and 31 CFR §35.6(b)(2)(iii)(C)	\$5,000.00
Dads of Elbert County	31 CFR §35.6(b)(3)(ii)(A)(1)	\$5,000.00
Elizabeth Education Foundation	31 CFR §35.6(b)(2)(i)	\$5,000.00
Protectors of Elizabeth Tribute	31 CFR §35.6(b)(3)(i)(C)	\$5,000.00
Senior Citizen Annual Baskets	31 CFR §35.6(b)(2)(iii)(A)	\$5,000.00

Any remaining funds are to be expended under 31 CFR §35.6(b)(3)(ii)(11)(iii) for purposes of investments in the Town’s public parks with an emphasis on tree replacement and plantings.

SECTION 2. The Town Administrator and/or his designee shall regularly report to the Board of Trustees the status of such expenditures and identify any cost savings associated therewith.

PASSED, APPROVED, and ADOPTED this 9th day of April 2023, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Tammy Payne, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor, Mayor Pro Tem, and Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: April 2, 2024
SUBJECT: Change Order – CORE Engineering – Main Street Streetscape Project

BACKGROUND

This project has varied over time with regard to the designs involved with the Main Street Streetscape. Most recently, as the Board will recall, questions arose with regard to unanticipated costs associated with tying in existing drainage to the bulb-design for pedestrian crossings. The Board most recently reviewed and approved a modified design which would consider existing curb and gutter, as well as existing storm drainage. While not as originally planned, it does complete a variation of the project at substantial cost savings.

ANALYSIS

The Town and Board of Trustees have limited options available to it in this process. In order to finalize the streetscape, plans must be completed. They may be completed by CORE or may be completed by another party. Under either scenario, the proposed change order of \$76,060.00 is likely the most economical.

Second, the Town has been awarded grants of \$1.25M in which to assist in the downtown project including the Street Scape Project. These funds are potentially in jeopardy if the design and construction cannot be completed in a timely manner. As such, the proposed change order is still the most logical way to proceed.

Finally, the Town is unable to receive finalized plans necessary for the construction bid, or completion of the 444 S. Main Parking Lot without the information either in CORE's possession, or to be completed by CORE. As the Town intends to put the 444 S. Main Parking Lot project to bid and construction this year, receiving timely updates from CORE is again the most efficient way to proceed.

STAFF RECOMMENDATION

Town Staff is deeply concerned about the overall costs which have escalated through the development of this project. There have been revisions and change orders undertaken with this project that resulted in previous change orders, and with it, additional costs. CORE asserts that it has written off approximately \$37,000 in billable hours as a means of compromise for this project, and this is very much appreciated in reaching a resolution.

At this time, unfortunately, the Board of Trustees has limited options available to it. Staff is recommending proceeding with CORE Engineering to complete this project and recommends the Board of Trustees approve the change order in the amount of \$76,060.00.

BUDGET CONSIDERATION

This change order was not, and could not, have been anticipated during last Summer/Fall's budget meetings. At that time, the Town had just acquired 444 S. Main, and the development of the Streetscape project was largely conditioned upon the award of grant funding. Additionally, the engineering design issues were not fully analyzed and resolved in time for completion of the budget.

The Main Street Projects in general have been funded from the Capital Improvement Fund and the Street Capital Improvement Fund. Account #21-80-0100 was budgeted in the total amount of \$250,000 for future land acquisition. Currently, there is no anticipated expenditures from this account in the immediate future. It is recommended that this funding for the change order come from this account, which would leave a balance of \$173,940.00. In the event future land acquisitions were considered this calendar year, the Board would need to consider accessing unallocated and unbudgeted funds moving forward.

ATTACHMENT(S)

Resolution Authorizing the Mayor of the Town of Elizabeth to Execute Change Order 3 with CORE Engineering in Furtherance of the Main Street Streetscape Project.

RESOLUTION 24R21

A RESOLUTION AUTHORIZING THE MAYOR OF ELIZABETH TO EXECUTE CHANGE ORDER 3 WITH CORE ENGINEERING IN FURTHERANCE OF THE MAIN STREET STREETScape PROJECT.

WHEREAS, the Town of Elizabeth has used the services of CORE Engineering to provide professional engineering services regarding the Town’s Main Street Streetscape Project; and

WHEREAS, additional design work is anticipated to be undertaken by CORE Engineering for furtherance of the project as more fully reflected in attached **Exhibit A**; and

WHEREAS, the Board of Trustees authorizes the Mayor of the Town of Elizabeth to execute Change Order 3, otherwise identified in Exhibit A in furtherance of the Main Street Streetscape Project.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO AS FOLLOWS:

SECTION 1. The Board of Trustees authorizes the Mayor of the Town of Elizabeth to execute Change Order 3, otherwise identified in Exhibit A in furtherance of the Main Street Streetscape Project.

PASSED, APPROVED, and ADOPTED this 9th day of April 2023, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Tammy Payne, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk

EXHIBIT A

ADDITIONAL SERVICES / SERVICE AUTHORIZATION

Additional Services / Service Authorization No. 3
CORE Project No. 10-010-069 (the "Project").

This Exhibit A, Service Authorization No. 3, executed by and between CORE Consultants, Inc., a Colorado corporation whose principal place of business is located at 3473 S. Broadway, Englewood, CO 80113 ("CORE") and Town of Elizabeth ("Client"; CORE and Client, the "Parties"), shall become incorporated into and be part of that certain Professional Service Agreement between the Parties, dated 1/11/2022 (the "Agreement").

This Service Authorization identifies the Scope of Services, Assumptions and Clarifications, Exclusions, Client Responsibilities, Compensation, and Schedule related to Services to be provided by CORE for the Main Street Streetscape project.

SCOPE OF SERVICES

Based on the following Scope of Services and fee for this additional service request represent current changes to the original roadway design concepts, outlined in the original 1/11/2022 agreement and accepted by the Town Board of Trustees. The change in scope includes multiple changes to the roadway configuration and parking layouts as described below:

Item 6: Roadway Plans

Provide a revised roadway grading plan and construction documents to comply with the recent chosen alternative within the Concept Pedestrian Safety Zone alternatives analysis.

The original scope of work was to design the roadway cross section with bulb out areas to be at the same elevation as sidewalk with the addition of directional ped ramps. The bulb outs were removed in February 2023 and placed back within the project in June 2023. The Town's direction was to design the bulb outs to help accommodate snow plowing. The roadway grading plan has been modified with each Town instructed change. The revised grading plan illustrating the bulb outs location as approved by the Town Board in June 2023 has been accepted by the Town's Public Works Department. CORE is now proceeding with final design. After discussions with the Town regarding potential cost impacts created by significant grading to incorporate the at grade bulb outs, CORE was directed by the Town to develop alternatives for the pedestrian crossings. The main design criteria was to have a maximum roadway width of 24-feet at the crossings. CORE prepared an alternatives analysis and the Town made a decision on the alternative selected and the preparation of the roadway plans and construction documents will proceed accordingly.

- 1.1. Revised street layout and horizontal control based upon parking layout changes.
The roadway base map and horizontal control plans were revised to accommodate curb line changes that reflected new parking layouts and new bulb out configurations as approved by the Town.
- 1.2. Create Phasing Plan for Roadway Construction
The Town desires to construct the Main Street improvements in three separate phases.

Phase 1 will extend from Walnut Street to Spruce Street, Phase 2 will extend from Spruce Street to E Elm Street. Phase 3 will extend from E Elm Street to E Kiowa Ave. The plans will be modified to delineate Phase 1

Item 7: Final Drainage Report

7.1 Revise and Update Drainage Report

Revise Final Drainage report to accommodate new curb transitions to allow for an at-grade bulb out within the roadway configuration. The report will also include the proposed storm outfall locations.

Item 8: Bid Process

6.1 Bid Process

Decrease this line item amount and transfer proposed fee to.

Item 10: Landscape Architecture Streetscape:

10.1 Update Landscape and Streetscape Plan

Revisions to landscape and streetscape plans based on revised roadway cross section and addition of revised pedestrian bump-outs.

Item 14: Preparation of Drainage Easements

14.1 Easement Preparation

Create drainage easement descriptions and exhibits for all required areas where the storm drain falls outside of the roadway right-of-way. Fee assumes three (3) descriptions.

ASSUMPTIONS AND CLARIFICATIONS

The following Assumptions and Clarifications are provided relative to the Scope of Services, Compensation, and Schedule herein:

1. The proposed fee is valid for 30 days. Beyond that, pricing will require review/revision by CORE.
2. This Agreement and all contents expressed herein are confidential and cannot be disclosed to parties outside of CORE and Client without the specific written permission of CORE.
3. The fee and Scope of Services are based on the work schedule attached hereto identified therein. Any work extending beyond the schedule indicated due to revisions directed by Client is not included.
4. If the Scope of Services is increased, the fee will also increase based on requirements dictated by the schedule and requirements.
5. CORE services will be provided with a standard of care similar to other professional service firms providing these services within the region.
6. Payment and performance bonds costs are not included.

7. The Topographic Survey deliverable will be an AutoCAD base file that will be used in-house for future design and verification.
8. The pothole information will be used in-house for SUE certification and include copies of the field notes and a spreadsheet with each pothole number, surface coordinates and surface elevation.

SPECIFIC EXCLUSIONS

This Agreement specifically excludes the following items, and all items not listed in the Scope of Services presented herein:

1. Construction Administration
2. Any required CDOT improvements to the intersection of Highway 86 and Main Street based upon Main Street Station Development Plans
3. Utility Service Connections / Additional Fire Hydrants
4. Structural retaining wall design

CLIENT RESPONSIBILITIES

The following items will be provided by Client:

1. Client shall cooperate with CORE in good faith, as necessary to allow CORE to perform the services defined in the Agreement.
2. Client shall provide CORE with information and criteria of Client's requirements for the Project. Information needed includes direction for the proposed storm drain outfall, no parking sign locations along the residential homes south of Poplar and roadway phasing limits.
3. Client shall provide access to the Project site as necessary for CORE's performance of the Scope of Services.
4. Client shall examine and respond promptly to CORE's submissions to the Client.
5. The client shall consult with CORE on a regular basis concerning the timeliness, cost, and adequacy of services as the service progress, and promptly furnish to CORE written notice of any noncompliance with the terms of the Agreement.

COMPENSATION

The Scope of Services provided herein will be provided on a combination Fixed Fee (FF) and Time and Materials Estimate ("TME") basis. Each Scope of Services item is noted by either FF or TME as

appropriate. FF items will be invoiced on a percent-complete basis as the Project and services progress.

Phase	Phase Description	Previous Fee	New Additional Fee	Total	Type
1	Detailed Field Survey	\$29,500.00		\$29,500.00	FF
2	Ownership Research	\$4,000.00		\$4,000.00	FF
3	Existing Utility Locates	\$8,000.00		\$8,000.00	FF
4	Public Meetings	\$9,500.00		\$9,500.00	FF
5	Geotechnical Design	\$10,000.00		\$10,000.00	FF
6	Roadway Plans	\$70,000.00	\$61,510.00	\$131,510.00	FF
7	Final Drainage Report	\$27,000.00	\$8,500.00	\$35,500.00	FF
8	Bid Process	\$15,000.00	<\$8,500.00>	\$6,500.00	TME
9	Reimbursable Expenses	\$3,000.00		\$3,000.00	TME
10	Landscape Architecture Streetscape	\$92,000.00	\$9,300.00	\$101,300.00	FF
11	Street Light and Powerline Relocation (additional fee approved in CO4)	\$24,800.00		\$24,800.00	FF
12	Conceptual Parking Analysis (CO2)	\$18,000.00		\$18,000.00	FF
13	Concept Pedestrian Safe Zone (CO4)	\$23,560.00		\$23,560.00	FF
14	Drainage Easement Descriptions (3)	\$0.00	\$5,250.00	\$5,250.00	FF
Total:		\$334,360.00	\$76,060.00	\$410,420.00	

All TME NTE, TME, and FF items will be invoiced pursuant to the Terms and Conditions and at the Schedule of Rates, both as in effect at the time services are rendered and expenses incurred.

SCHEDULE

It is anticipated at this time that the completion of the roadway construction drawings will take approximately four weeks from signed contract amendment and notice to proceed to complete.

CORE is hereby authorized by Client to proceed with the Scope of Services as set forth herein.

CORE Consultants, Inc.

Client: Town of Elizabeth

Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:



TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

03/17/2024 to 03/30/2024



ELIZABETH POLICE DEPARTMENT'S MISSION STATEMENT:

"To provide a leadership role in creating an atmosphere of safety and community pride in the Town of Elizabeth by providing quality law enforcement services which utilize innovative approaches to address community needs."

The following is an informational breakdown of EPD police activity from **03/17/2024 at 12:01 a.m. to 03/30/2024 at 11:59 p.m.** This information is compiled from our Records Management System (RMS), identified as New World (NW), as well as Douglas County Regional Dispatch (DCRD) records.

All suspects/defendants are presumed innocent until proven guilty in a Court of Law.



TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

03/17/2024 to 03/30/2024

Total Calls for Service:

190

Traffic Stops:

Total Stops:	Penalty Assessments:	Written Warnings:	Verbal Warnings:	Assists to Other Agencies
28	14	14	0	0

Parking Violations:

Total Parking Violations:	Parking Citations:	Parking Written Warnings:	Parking Verbal Warnings:
2	0	2	0

Other Calls for Service:

Call Type:	Number of Calls:
911 Rapid SOS	5
Alarm-Business Bank	1
Alarm-Business Burglary	2
Animal Bite	1
Animal Complaint	2
Animal Impound	1
Assault	1
Assist to Other Agencies	5
Attempt to Contact	1
Business Check	17
Child Abuse	1
Child Custody	1



TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

03/17/2024 to 03/30/2024

Citizen Assist	2
Citizen Contact	11
Criminal Mischief	1
Disturbance	2
Flock	2
Follow Up	19
Increased Patrol	43
Medical Assist	1
Motorist Assist	2
Municipal Ordinance Violation	3
Motor Vehicle Accident with Property Damage	2
Motor Vehicle Accident with Hazards	1
Noise Complaint	1
Park Check	1
Parking Complaint	2
Report Every Drunk Driver Immediately	1
School Education	1
Structure Fire	1
Suicidal Subject	1
Suspicious Circumstance	7
Suspicious Vehicle	8
Traffic Complaint	1
Traffic Hazard	2
Traffic Stop	28
VIN Verify	5
Welfare Check	1
Wildlife	1
Training	1



TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

03/17/2024 to 03/30/2024

Open Patrol Division Criminal Investigations:

Case Number:	Call Type:	Details:
23-3106	Municipal Ordinance	Investigation into a code enforcement case that was elevated to patrol.
23-4886	Fraud	Investigation into alleged fraud.
23-5283	Burglary	Investigation of an alleged burglary at a property in Town
24-0073	Vehicle Trespass	Investigation into an alleged trespass of a vehicle.
24-0685	Death	Investigation into an unattended death that occurred in Town.
24-0774	Obstruction of a Peace Officer	Investigation of interfering with an EPD Officer's investigation.
24-0838	Criminal Mischief	Investigation into vandalism.
24-1014	Drug Offense	Investigation into a minor possessing THC.
24-1076	Criminal Mischief	Investigation into damaged school property.



TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

03/17/2024 to 03/30/2024

Open Community Services Division Municipal Ordinance Violations:

Case Number:	Call Type:	Notes:
-	-	No Open Cases

**Please note that limited information regarding open investigations is available. This is to protect the integrity of the investigations. **

Closed Case/Incident Reports:

Case/Incident Number:	Call Type:	Details:
24-0875	Motor Vehicle Accident	EPD responded to a single vehicle crash with property damage. The at fault driver was identified and an accident report was taken.
24-0770	Criminal Mischief	EPD concluded an investigation into vandalism on school district property. The suspects, who were juveniles were identified and issued municipal summonses.
24-0882	Death	EPD responded to a medical assist for an elderly male who was found nonresponsive. The patient was pronounced deceased of natural causes.
24-0923	Civil	EPD responded to a child custody dispute. No crime occurred and both parties were advised of their civil remedies.
24-0482	Child Abuse	EPD concluded a case of alleged child abuse. After the investigation was completed, there was not probable cause to support criminal charges. This case was also forwarded to another agency for a separate child abuse complaint.



TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

03/17/2024 to 03/30/2024

24-0956	Domestic Violence	EPD responded to a possible domestic violence. It was discovered the dispute was verbal in nature and that no crime had occurred. While investigating the case, it was discovered one of the parties might be suicidal. This was evaluated and determined to not be the case.
24-0989	Motor Vehicle Accident	EPD responded to a vehicle vs. a motorcycle crash. The at fault driver was identified and issued a municipal summons. There were no serious injuries.
24-0231	Animal Cruelty	EPD's Community Services Department conducted follow up investigation on an animal cruelty complaint. At the conclusion of the investigation, there was insufficient probable cause to support criminal charges.
24-0940	Animal Control	EPD's Community Services Department responded to a reported dog who was running at large. The dog was located and returned to its owner. A municipal summons was issued to the dog's owner.
24-1050	Child Abuse	EPD responded to a reported welfare check on a child who had not attended school in several weeks. The juvenile was located at home. After investigation, it was determined the juvenile was ill, and was completing schoolwork from home.
24-0797	Harassment	EPD responded to a local school on a report of a student being threatened by another student. After investigation, it was determined there was insufficient probable cause to support criminal charges.
24-0786	Fight	EPD responded to a local school on report of two students fighting. Both students were identified and issued municipal summonses.



TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL, CHIEF OF POLICE

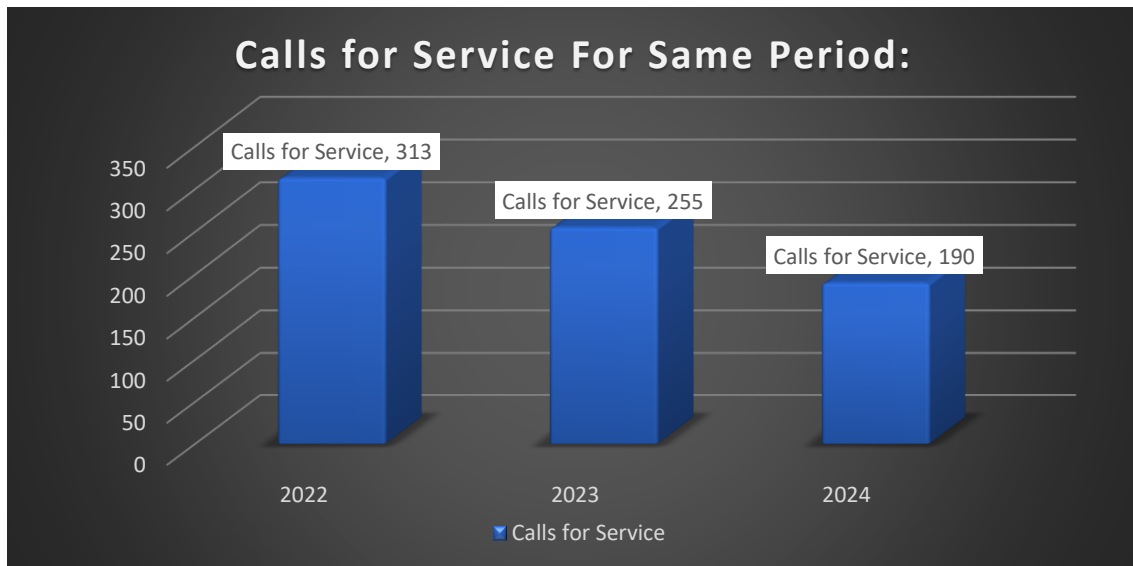
Elizabeth Police Department Activity Statistics Report

Reporting Period:

03/17/2024 to 03/30/2024

24-0773	Menacing	EPD responded to a local school on report of a threat involving a firearm. After investigation, it was determined there was no threat to the school or student. There was insufficient probable cause to support criminal charges.
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Historical Data:





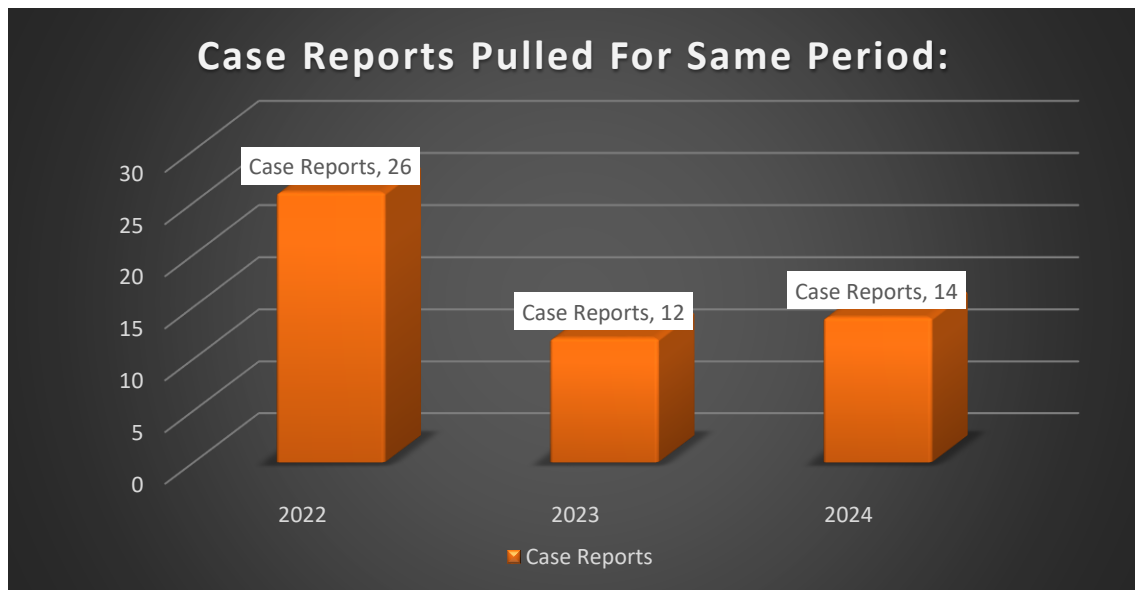
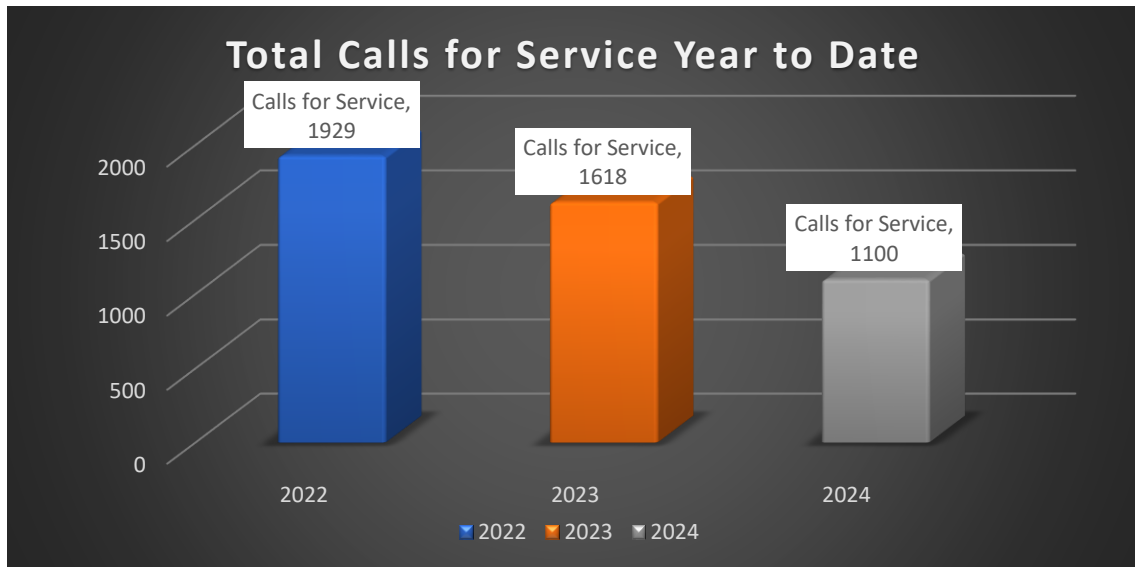
TOWN OF ELIZABETH POLICE DEPARTMENT

JEFF ENGEL, CHIEF OF POLICE

Elizabeth Police Department Activity Statistics Report

Reporting Period:

03/17/2024 to 03/30/2024





April 04, 2024

Management Team Updates

Community Development – Zach Higgins, Community Development Director

- Staff is working with Elizabeth Parks and Recreation District and Elizabeth School District on a joint Planning and Capacity Grant for a Parks, Trails, and Open Space Master Plan.
- Main Street Monument Sign. DHM has provided the Town with a 60% design set fulfilling their contract obligation. The Town will need to put out an RFP to finish the design and construct the archway.
- Town of Elizabeth Façade Improvement Grant. The BOT has approved the resolution creating the program and will address funding the program in a future meeting. All committee members for 2024 have been appointed. Barb McGinn (BOT), Dennis Rodriguez (HAB), and Michael Hussey (MSBOD).
- The MSBOD has completed their strategic planning update which includes their mission/vision statement as well as an update to their workplan to better reflect key goals identified by current Main Street Board Directors.
- The HAB continues to work on the creation of the first Historic District in Town and updates to the Design Guidelines in relation to Historic and adjacent buildings. June 12th was the second public meeting to get feedback regarding the district and design guidelines. HAB will be pursuing individual property owner feedback. Two (2) HAB members and two (2) staff traveled to Brighton which recently implemented a historic district to get feedback from that community's staff and business owners about the process, overcoming contention, and feedback since implementation. The HAB has begun its efforts to restart this process throughout 2024.
- The HAB has started their Oral History program. Bob Rasmussen is leading this effort and is making great progress.
- The HAB has obtained 15 title reports from historic properties in Town and is working on creating full reports which can be shared with property owners and used to further their preservation efforts.
- Main Street Streetscape. CORE has provided a Change Order to complete the project through design and construction bid. CORE will provide updated cross-sections to be approved by the BOT if the CO is approved.
- CDOT has processed the deeds for remnant parcels of land to the Town adjacent to the CR-13 realignment. Staff will now work to annex and zone said parcels.
- Staff have been working on creating a volunteer program and platform for the Town to be launched in Spring of 2024. A launch event for the program will be held on April 11th from 3-6pm at the Elizabeth High School in the Cafetorium. Pizza will be provided and sign ups at the event are encouraged.
- The Planning Commission has requested a PUD evaluation to see if any Elizabeth Municipal Code revisions should be made due to commonalities. The intent would be to reduce the need for PUD's

to develop within the Town. The Planning Commission has identified two options for code amendments to be reviewed with the BOT at a future workshop.

- The Planning Commission is exploring daycare/nurseries as a Use by Right in Regional Commercial and Commercial Mixed Use zone districts. They are also considering daycare/nurseries as a Use by Right in residential zone districts.
- The Town has received confirmation of award from CDOT's Revitalizing Main Street Grant for the Main Street Streetscape Project of \$250,000.00.
- The Town has received confirmation of award from DOLA's EIAF Tier II Grant for the Main Street Streetscape Project of \$1,000,000.00.
- Staff has set dates for neighborhood block parties to take place this summer. Planning to have each department of the Town be represented to answer questions and generally interface in a non-formal setting. We will provide information, ice cream, games, and swag as part of the event. The dates include: 06/19, 06/20, 06/27, 07/10, 07/11, 07/18, and 07/31
- Staff has created two brochures to be distributed to the public. One of the brochures is a New Citizens Guide. The second brochure would be handed out at the neighborhood block parties and other events this year and is titled, Discover Elizabeth.



Welcome to Elizabeth, a town steeped in the pioneering spirit of the American West. Nestled amidst the picturesque landscapes of Elbert County, our community has a storied past that stretches back to the late 19th century.

Named after Elizabeth Rowland, the wife of a pioneer settler, our town began as a humble farming community on the Colorado plains. Since then, Elizabeth has grown and evolved, yet it remains rooted in its rich history and enduring values.

In the late 1860s, as settlers ventured westward in search of new opportunities, our town emerged as a beacon of promise. The arrival of the Denver & New Orleans Railroad in 1882 further catalyzed growth, establishing vital transportation links and fostering economic development.

Throughout the years, Elizabeth has weathered challenges and embraced change, from agricultural booms to the trials of the Great Depression. Today, we stand as a testament to resilience, blending our pioneer heritage with modern amenities and opportunities.

As you explore our town, you'll encounter reminders of our past at every turn, from historic landmarks to cherished traditions. Whether you're strolling through Main Street or attending community events, you'll experience the warmth and hospitality that define life in Elizabeth.

Join us in celebrating our heritage and shaping the future of our town. Together, we continue to write the next chapter in the story of Elizabeth, Colorado.


**Honoring Tradition, Embracing Tomorrow -
Together in Elizabeth, Colorado**



OUR VISION

Elizabeth is a rural small town working together to build a dynamic, innovative, and responsibly developed community that will fulfill the needs of the residents and businesses both now and for future generations to come.

CONTACT US

 +303-646-4166

 www.townofelizabeth.org

 facebook.com/townofelizabethcolorado

 twitter.com/ElizColorado



DISCOVER ELIZABETH

Heritage, Governance, and
Community Life in 2024



BOARDS & COMMISSIONS

BOARD OF TRUSTEES

Meeting Times: 2nd and 4th Tuesdays of every month at 7:00 P.M. at Town Hall.

PLANNING COMMISSION

Meeting Times: 1st and 3rd Tuesday of every month at 6:30 PM at Town Hall.

MAIN STREET BOARD OF DIRECTORS

Meeting Times: 2nd Monday of every month at 8:30 AM at Town Hall.

HISTORIC ADVISORY BOARD

Meeting Times: 1st Monday of every month at 4:30 PM at Town Hall.



WHAT WE DO

Community Development:

Guides the town's growth and development through zoning, planning, and managing construction projects.

Court: Administers justice, handling legal matters such as traffic violations.

Finance: Manages the town's financial resources, including budgeting and financial reporting.

Police: Maintains public safety through law enforcement and emergency response services.

Public Works: Manages town infrastructure, including roads, parks, and waste management.

Town Administration: Oversees overall town operations and policy implementation.

Town Clerk: Manages official records, meetings, and permits.

Utility Billing: Handles billing and customer service for town utilities.

Water Quality: Ensures the safety and reliability of the town's drinking water.

EVENTS



FRIDAY NIGHT MARKETS

June 14th - August 23rd



BIRTHDAY BASH MOVIE NIGHT

September 21st



5K & FAMILY COLOR RUN

September 7th



HISTORIC WALK & TALK

September 28th



MAYOR'S TREE LIGHTING

December 7th



Our Vision

Elizabeth is a rural small town working together to build a dynamic, innovative, and responsibly developed community that will fulfill the needs of the residents and businesses both now and for future generations to come.



We are here to help!
Please reach out to us with any questions.

contact us



www.townofelizabeth.org



151 S. Banner Street,
P.O. Box 159



(303) 646-4166



facebook.com/townofelizabethcolorado



twitter.com/ElizColorado



A NEW CITIZEN'S GUIDE TO ELIZABETH

Helpful information about the
Town of Elizabeth



BOARD OF TRUSTEES

Meeting Times: 2nd and 4th Tuesdays of every month at 7:00 P.M. at Town Hall.

Visitors are allowed up to three minutes of public comment during the Unscheduled Public Comment portion of a regularly scheduled meeting and are allowed up to three minutes of public comment during the public comment portion of a Public Hearing at a regularly scheduled meeting. Town Hall is handicap accessible.

PLANNING COMMISSION

Meeting Times: 1st and 3rd Tuesday of every month at 6:30 PM at Town Hall.

The Planning Commission serves in an advisory capacity to the Board of Trustees on issues regarding land use and zoning. The Planning Commission is involved with the Town's long-range planning activities.

ADVISORY BOARDS

Main Street Board of Directors (MSBOD)

This board addresses all activities of the Main Street Program, is responsible for establishing and determining goals for our downtown and Main Street revitalization as well as fulfilling the requirements of the Colorado Main Street Program. The MSBOD meets the 2nd Monday of every month at 8:30 AM at Town Hall.

Historic Advisory Board (HAB)

The Town of Elizabeth is a Certified Local Government through History Colorado. This historic preservation program exists to protect the town's architectural and cultural heritage by protecting its historic resources and providing incentives for historic preservation. The HAB meets the 1st Monday of every month at 4:30 PM at Town Hall.

ZONING & BUILDING

A building permit is required for residential properties for the following: additional structures, home additions, reroof, air conditioner, furnace, water heater or window replacements.

Prior to any work on commercial buildings, including signs, please contact Town Hall at 303-646-4166.

WATER & SEWER

The Town of Elizabeth is responsible for providing water, sewer, and stormwater services for the residents and businesses within Town limits and sewer services to nearby businesses in unincorporated Elbert County.

Sewer usage is determined by the average quantity of water used during the months of December, January & February. That average water usage is used for determining your sewer billing for the next 12 months until recalculated the following year.

Key Dates:

Bills Mailed: 1st of the month

Payments Due: 15th of the month

Meters Are Read: Between the 13th and the 17th

Late Notices Mailed: 21st of the month

PASSPORTS

The Town Clerk's office accepts passport applications by appointment only. You may schedule an appointment for up to 3 people in your family or group on our website. For a larger group, please book multiple appointments or give us a call for special accommodations. All applicants must appear in person, including children and infants. For minors under the age of 16, in most cases, both parents must be present to submit an application. Please contact the Town of Elizabeth Clerk's Office at 303-646-4166 for further information.

FREQUENTLY ASKED QUESTIONS

What is my zoning?

- Visit <https://maps.elbertcounty-co.gov/> or contact the Community Development Department to find out.

Do I need a building permit for a new shed?

- Yes, to submit a permit visit townofelizabeth.org/cd/page/building.

What are my setbacks?

- A setback is the distance between a structure and the property line and/or the centerline of a major roadway. The setback requirement varies depending on your zoning classification, road adjacency, and in some cases, a building envelope established through the platting of a subdivision. Please see Section 16-1-40 in the Town's Municipal Code for these regulations or contact the Community Development Department.

Can I park my trailer on public roads?

- No. Trailers must be parked only in designated areas and/or in compliance with all posted parking signs.

Who is responsible for removing snow or ice from the sidewalk?

- It is the responsibility of the owner whose building or lot fronts that portion of the sidewalk.

Are short-term rentals allowed in the Town of Elizabeth?

- Yes. However, short-term rentals are regulated and must obtain a license to operate from the Town. Please contact Town Hall for further information.

Can I put a sign on the Town's right-of-way?

- No. Temporary Signs, including election signs, are not allowed in Town rights-of-way.



TOWN OF ELIZABETH

MICHAEL DEVOL, PUBLIC WORKS DIRECTOR

TO: Honorable Mayor, Mayor Pro-Tem and Town Board of Trustees
FROM: Mike DeVol, Public Works Director
DATE: April 9, 2024
SUBJECT: Public Works Monitoring Report

*Town Street Paving Improvements Project:

1. N/A Spring Projects will be presented at a later date.
2. PW contacted CORE Electric to have 2 street lights in town repaired. Repairs have been completed.

*Town Main St. Decorations:

1. New Winter Banners will be installed the week of January 15th.

*Town Wells, Tanks and Effluent:

1. See Packet. Upgrade Arapahoe 1 and Lower Dawson 1 Well Pumps. Perform maintenance of well casing screens using brushing and chlorine treatment to remove excess scaling/blockage to ensure maximum performance.
2. Piping for Dawson Well (500 feet) to be replaced due to cracks and pinholes.

*Town Water Line (NON) Emergency Repair:

1. N/A

*Town Hall/ Repairs/ Landscaping Plan:

1. Repairs at Town Hall have been completed including handrails.

*Town Walkway Repairs:

1. PW has completed sidewalk repair at Town Hall.

*Town Street Maintenance/Striping Projects:

1. Public Works/Contractor will be repairing the Safeway entrance Asphalt for potholes due to Main Waterline Valve boxes settling. Valve boxes will be raised to correct elevations and Asphalt removed and replaced to match proper grades. Work will take place over Spring Break starting April 18, 2024 as weather allows. Sign Boards will notify travelers a week in advance to expect delays. The proper signage for access to Safeway center will be at the All-Way Stop (4 Way) at Elm St and Elizabeth St. The secondary access will be the directional access from Hwy. 86 between the Bank and Sonic. Work was completed 3-18-24 despite snow storm the previous week.

*Town Snow Plowing and Street Sweeping:

1. Public Works has received 0 complaints about plowing and inconvenience issues. Public Works

▪ PO Box 159, 151 S. Banner Street ▪ Elizabeth, Colorado 80107 ▪ (303) 646-4166 ▪ Fax: (303) 646-9434 ▪
www.townofelizabeth.org



- Continues to inform the citizens about shoveling/snow blowing drive and sidewalk onto Town Streets.
2. Public Works coordinated with Elizabeth Police to make contact with 0 residents and 0 Business Concerning plowing snow into Streets and right of ways, all parties now understand that it is not Permissible per Town Code.
 3. The Town Newsletter included Town Plowing Code and Snow Route “NO PARKING” information.
 4. Town Trucks are fully prepared for the upcoming snow season.
 5. Truck Plows and trucks have had maintenance and preparedness checks performed.
 6. Salt Sand has been stockpiled for this season.
 7. PW has received delivery of SNOW ROUTE signs and posts and will begin installation as time allows.

***Town New Wells at Ritoro/Gold Creek Valley:**

1. The new Wells building is complete and PW is planning an Open House Grand Opening once the land Issue has been completed.
2. Landscaping will take place in the Spring (May) of 2024 due to the impending weather. PW will work with the 4 adjacent property owners for their approval of the landscape sketch to ensure that we conceal as much of the building as possible from their views.
3. The Back-up Generator is installed and tested for normal operations.

***Town Trail Project:**

1. PW has scheduled a walk-through inspection with our reporting Agency Stantec Engineering for Guidance after the flooding and the loss of previously planted vegetation, bushes and trees.
2. 2023 Reporting has been sent to CDOT and other agencies. PW is awaiting a decision on course of Action(s) that will be required to fulfill our Trail obligations. (#9 below on upcoming projects).
3. Due to the flooding in 2023 it appears that PW will need to fulfill one more year of habitat remediation, With possibly a full 3 years.
4. PW has collected 500 Willow Cuttings for placement along the creek to help recover those lost to floods.

***Gold Creek Lift Station Improvements:**

1. Completion of project has begun warranty period and filing completion with CDPHE Permitting.

*Eligibility Surveys for Water and Wastewater Capitol projects have been completed for 2024 and accepted by Colorado Department of Public Health and Environment (CDPHE). The eligibility surveys allow for the town to be in line for any funding that may be available for future projects.

***Gold Creek Wastewater Treatment Plant (GCWWTP)**

1. NO CHANGES AS OF THIS REPORT-On going Project/ The new fine screen replacement unit has been installed. The new screen has been in automated operations for three month’s with no issues. Epoxy painting of replaced parts continues as weather allows before being placed back in service.



2. PW has been working on Plant maintenance by drawing down (treating in Train 1) all liquid levels of Train 2/South side of the treatment plant for inspection and repairs as necessary. The Clarifier for Train 2 has been completely emptied hosed and vacuumed out for a clean working area. The clarifier drive motor tested out fine as well as the gear reduction box. There is wear and damage to the Drive Shear Pin and Paddle arms that distribute settled sludge to the bottom of the clarifier for removal through pumping and sent to digestors for final degradation and trucked to farm fields as fertilizer. PW should have the Clarifier back up and fully operational by the end of September dependent on parts shipping.

3. Just a quick review of the Wastewater Plant: It is designed to treat 500,000 gallons of Raw Sewage per day. Train 1 and Train 2 share that equally. Train 1 currently is treating 190,000-200,000 gallons per day while maintaining our minimal 85% reduction constituent removals (currently 93%-99% removal) that are set by CDPHE in our Permit (excellent test for me as an operator and all equipment). Currently we are operating one Train at basically 80% capacity and operating very well. This is a test never completed before as our available capacity is 500,000 gallons. When the time comes that the wastewater Plant is treating at 80% (400,000 gallon) of the Total Capacity the Town must start to show Plant Expansion Plans to CDPHE. The current WTP upgrade Budget is currently in good shape for funding.

Reference of constituent removal: Please see attached Laboratory Sampling Analysis for actual numbers while completing maintenance of one train. Note all numbers/results are shown as milligrams per liter (mg/L) this equates from metric to Standard as parts per million (ppm). Plant is 100% Biological/Bacteria (Bugs) NO CHEMICALS

Bio-chemical Oxygen Demand (BOD) minimum 85% removal (current average 99% removal)

Total Suspended Solids (TSS) minimum 85% removal (current 93%-99% removal)

Nitrogen/Ammonia (NH3) minimum 85% removal (current 99% removal)

E.Coli maximum 115 parts per million (ppm) (current <1 ppm) U.V. Light neuters bacterial for no reproduction and does not kill the bacterial which in turn means no chemicals and cost savings to the Town residents.

*Town Clean Up Day/ Paint Round-Up/Arbor Day

1. Tentatively Scheduled for May 18, 2024 and a day in the fall undetermined yet.

*Town Public Works News

1. Public Works will have a new employee starting April 10th to join the Water and Sewer team.

*Town Farmers Market:

Event Park Name is Running Creek Park (RCP)



TOWN OF ELIZABETH

MICHAEL DEVOL, PUBLIC WORKS DIRECTOR

*Town Parks and Right of Way (ROW):

1. Porta-Potty will remain at Bandt Park parking area for the Winter season.
2. Bandt Park restrooms are closed for the season and should re-open Mid May.

Upcoming Projects:

1. PW has begun for 2024 the following Annual Reporting:
2. Annual Biosolids has been completed for 2023 and sent to CDPHE.
3. Regulation 85 Nutrient Monitoring/Accepted by CDPHE
4. PW has completed a round of PFAF's (radiation/radiological). Results have been reported to CDPHE.
5. Water Augmentation and Recording
6. Water Lead and Copper sampling
7. Water Constituents Metals Sampling
8. Annual DMR (Daily Monitoring Report) Gold Creek Wastewater Plant
9. Tree City USA Application/ Accepted and approved by Tree City USA/Pending
10. Trail DOLA findings and Inspections/ Addition of Willow Cuttings Planted
11. PW has completed Highway User Tax Fund (HUTF) reporting and data processing.
12. PW is completing Lead and Copper testing per CDPHE guidelines for 2023/2024

Mail Kiosk:

1. Public Works will be installing Solar Street Lights at Mail Kiosk in various locations to aid in nighttime safety and mail collections by residents.
2. Public Works will enhance the recycled asphalt parking area at the Washington St Mail Kiosk

Mike DeVol
Town of Elizabeth
Public Works Director
GCWWTP Operations
303-913-6453
mdevol@townofelizabeth.org

CERTIFICATE OF RECOGNITION



This certificate is presented to

Mike Devol

This certificate is awarded to Mike Devol in recognition for his partnership and support to Elbert School District 200.

Kelli Thompson

Superintendent

CERTIFICATE OF RECOGNITION



This certificate is presented to

Town of Elizabeth

This certificate is awarded to the Town of Elizabeth in recognition of support to Elbert School District 200 with equipment and staff to perform security upgrades for the safety of our students and staff.

Kelle Thompson
Superintendent



April 9, 2024

Town Clerk – Michelle Oeser

You will notice a change in the Clerk's Office Managers Report. Each Staff member will be providing in their own words what they are involved in or working on.

Hannah

- Vehicle Take Home was added to employees who opted in. Payroll is monitoring it on timesheets, which are automatically formulated based on whether the employee worked hours. This helps to ensure employees don't have to complete extra tasks during payroll and accuracy.

Allison

- All Mayor's Tree Lighting décor has been inventoried, organized, and placed inside our new trailer.
- We received a visit from our Passports Customer Service Manager. He went over our setup and process with us and said we are doing a great job. He thanked us for all our work.

Harmony

- 6 more boxes of records material were cleaned out and shredded. These particular records were slated for complete destruction and were not saved electronically.
- Harmony is looking forward to attending the Laserfiche Empower conference during the 4th week in April. She is excited to become more proficient in utilizing our Laserfiche software to its fullest capabilities.

Michelle

- Working on providing Staff with more specific benefit information.
- Applied to DOLA for the Tier 1 grant. We have found that the County has applied for a grant as well, so it may impact the outcome of our application.
- Dairy Queen and Sonic will be providing ice cream coupons again this year for our Rocks Around the Town program.
- Working on updating the Town's employee evaluation forms.
- Harmony and Michelle have completed their recertification with the Criminal Justice Information Services Division (CJIS). This certification is required for the Clerk Staff working in our court.



**HISTORIC ADVISORY BOARD – RECORD OF PROCEEDINGS
MARCH 4, 2024**

CALL TO ORDER

The Regular Meeting of the Historic Advisory Board was called to order on Monday, March 4, 2024, at 4:31 PM by Chair John Quest.

ROLL CALL

Present were Chair John Quest, Vice Chair Aimee Woodall, Historian Bob Rasmussen, and Board Members Audra Kirk, Jacque Hallett, Dennis Rodriguez, and Lynn Mitchell. There was a quorum to conduct business.

Also present were Community Development Director Zach Higgins, Planner/Project Manager Alexandra Cramer, Town Clerk Michelle Oeser, and Community Development Administrative Assistant Dianna Hiatt.

AGENDA CHANGES

There were no changes to the agenda as presented.

UNSCHEDULED PUBLIC COMMENT

There was no unscheduled Public Comment.

CONSENT AGENDA

1. Minutes of the Regular Meeting of January 8, 2024

Motion by Historian Rasmussen, seconded by Vice Chair Woodall, to approve the Consent Agenda as presented.

The vote of those Board Members present was unanimously in favor. Motion carried.

NEW BUSINESS

2. Discussion and Possible Action Regarding Munibit's Proposal



Motion by Member Mitchell, seconded by Historian Rasmussen, to approve Munibit's website creation proposal.

The vote of those Board members present was unanimously in favor. Motion carried.

3. Discussion and Possible Action Regarding the Reallocation of Funds for Land Records

Motion by Chair Woodall, seconded by Member Rodriguez, to approve moving \$400.00 in allocated funds from the Saving Places budget line to the Property and Title Research budget line.

The vote of those Board members present was unanimously in favor. Motion carried.

4. Discussion Regarding Plaque Installation

Ms. Cramer provided a Staff report. The Board provided direction to Staff on next steps for the process to install plaques.

5. Discussion Regarding Plan of Action for the Historic District Design Guidelines Survey

Ms. Cramer provided a Staff report. Board discussion followed. The Board provided direction to Staff.

6. Discussion Regarding the Historic Walk and Talk

Ms. Cramer provided a Staff report. Discussion followed. The Board provided direction to Staff on what they would like to see for the Walk and Talk this year.

STAFF REPORTS

- Planner / Project Manager Alex Cramer
 - Ms. Cramer discussed items in the provided Staff report.
 - Ms. Cramer let the Board know that videos on the Saving Places Conference are available to watch.

BOARD REPORTS

- Member Lynn Mitchell
 - Ms. Mitchell discussed the meeting that she and Mr. Rasmussen had with a group of local seniors about the Oral History project.



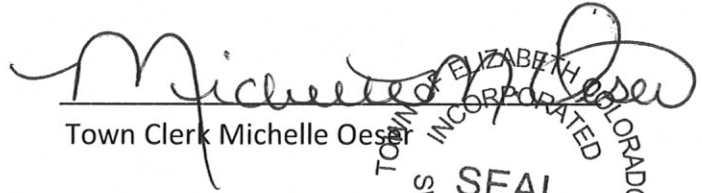
TOWN OF ELIZABETH

ADJOURNMENT

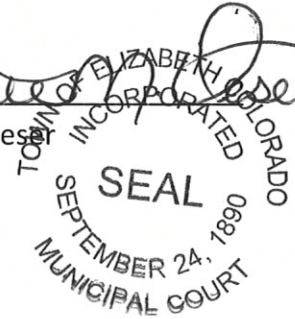
Motion by Vice Chair Woodall, seconded by Member Mitchell, to adjourn the meeting at 6:05 PM. The vote of those Board Members present was unanimously in favor. Motion carried.



Chair John Quest



Town Clerk Michelle Oester





**MAIN STREET BOARD OF DIRECTORS – RECORD OF PROCEEDINGS
MARCH 11, 2024**

CALL TO ORDER

The Regular Meeting of the Main Street Board of Directors was called to order on Monday, March 11, 2024, at 8:30 AM by President Linda Bulmer.

ROLL CALL

Present were President Linda Bulmer, Vice President Brandon Jeffress, and Board Members Tedd Lipka, Jeff Struthers, Michael Hussey, and Carrie Wedel. Member Kurt Prinslow was not present. There was a quorum to conduct business.

Also present were Community Development Director Zach Higgins, Deputy Town Clerk Harmony Malakowski, and Community Development Administrative Assistant Dianna Hiatt.

AGENDA CHANGES

No changes from Staff.

No changes from the Board.

Agenda set.

UNSCHEDULED PUBLIC COMMENT

There was no unscheduled public comment.

CONSENT AGENDA

1. Minutes of the Regular Meeting of February 12, 2024

Motion by Mr. Hussey, seconded by Mr. Lipka, to approve the Consent Agenda.

The vote of those Board Members present was unanimously in favor. Motion carried.

NEW BUSINESS

2. Discussion regarding Coreflection Draft 2024 Work Plan

Director Higgins led the discussion regarding the 2024 Work Plan. The Board provided direction to



the Staff.

Member Kurt Prinslow joined the meeting at 9:45 a.m.

3. Discussion and possible action regarding 2024 Budget reallocation (Locable)

Motion by Mr. Lipka, seconded by Mr. Hussey, to reallocate \$2,000 from training, \$1750 from swag, \$750 from the networking event, and \$400 from the Friday Night Market scholarship fund to be used for the start-up costs and fees for Locable.

The vote of those Board Members present was unanimously in favor. Motion carried.

4. Discussion regarding 2024 Main Street Intern Draft Job Description

Director Higgins provided a report and requested feedback regarding the new Main Street Intern job description. The Board provided direction to Staff.

5. Discussion regarding Main Street Streetscape Design

Director Higgins provided an update to the Board regarding the Main Street Streetscape Design. Discussion followed.

STAFF REPORTS

- Director Higgins provided updates regarding:
 - Grant application update.
 - Monument gateway sign on Main Street.
 - Training updates and reminders.
 - Maverix Wi-Fi updates.
 - The 2024 Main Street ornament design.
 - Joint Workshop with the Board of Trustees reminders.
 - Main Street Now Conference and other training updates.
 - Coreflection should have strategic planning documents available at the next meeting.

BOARD REPORTS

- President Bulmer provided an update regarding the street striping on Main Street.
- Member Prinslow let everyone know about the Elizabeth Park and Recreation's groundbreaking ceremony for their new pickleball courts.



TOWN OF ELIZABETH

- President Bulmer reminded everyone about the new BBQ place in town.

ADJOURNMENT

Motion by Mr. Hussey, seconded by Vice President Jeffress, to adjourn the meeting at 10:45 AM.

The vote of those Board Members present was unanimously in favor. Motion carried.

Brandow Jeffress

Vice President ~~Linda Bulmer~~
Brandow Jeffress

Harmony Malakowski

Deputy Town Clerk Harmony Malakowski





**PLANNING COMMISSION – RECORD OF PROCEEDINGS
MARCH 19, 2024**

CALL TO ORDER

The Regular Meeting of the Elizabeth Planning Commission was called to order on Tuesday, March 19, 2024, at 6:30 PM by Chair George Fick.

ROLL CALL

Present were Chair George Fick, Vice Chair Amy Schmidt, and Commissioners Julie Uhernik, Jim Santangelo, Cynthia Thye, and Ed Beard. Commissioners Greg Lindbloom and Shawn Sommer were not present. There was a quorum to conduct business.

Also present were Community Development Director Zach Higgins, Planner/Project Manager Alexandra Cramer, and Deputy Town Clerk Harmony Malakowski.

UNSCHEDULED PUBLIC COMMENT

There was no public comment.

AGENDA CHANGES

No agenda changes from Staff.

No agenda changes by the Commissioners.

Agenda set.

CONSENT AGENDA

1. Minutes of the Regular Meeting of November 9, 2023

Motion by Vice Chair Schmidt, seconded by Commissioner Uhernik, to approve the Consent Agenda as presented.

The vote of those Commissioners present was unanimously in favor. Motion carried.

NEW BUSINESS



2. Discussion and possible action on Planning Commission Resolution 24-01, a resolution establishing a designated public place for the posting of meeting notices pursuant to C.R.S. §24-6-402(2)(c)

Motion by Vice Chair Schmidt, seconded by Commissioner Santangelo, to approve Planning Commission Resolution 24-01, a resolution establishing a designated public place for the posting of meeting notices pursuant to C.R.S. §24-6-402(2)(c).

The vote of those Commissioners present was unanimously in favor. Motion carried.

3. Election of 2024 Chair

Motion by Vice Chair Schmidt, seconded by Commissioner Uhernik, to elect George Fick as Chair for 2024.

The vote of those Commissioners present was unanimously in favor. Motion carried.

4. Election of 2024 Vice Chair

Motion by Vice Chair Schmidt, seconded by Chair Fick, to elect herself as Vice Chair for 2024.

The vote of those Commissioners present was unanimously in favor. Motion carried.

Chair Fick closed the Regular Meeting and opened the Public Hearing at 6:36 PM.

PUBLIC HEARING

5. Legacy Village Filing 1 Plat Amendment 1

Ms. Cramer provided a Staff report.

There was no public comment.

Chair Fick closed the Public Hearing and opened the Regular Meeting at 6:46 PM.

NEW BUSINESS

6. Discussion and possible action on recommendation of approval to the Board of Trustees regarding Legacy Village Filing 1 Plat Amendment 1

Motion by Vice Chair Schmidt, seconded by Commissioner Santangelo, to recommend approval to the Board of Trustees regarding Legacy Village Filing 1 Plat Amendment 1.

The vote of the Commissioners present was unanimously in favor. Motion carried.



Chair Fick closed the Regular Meeting and opened the Public Hearing at 6:55 PM.

PUBLIC HEARING

7. Legacy Village Filing 1 Plat Amendment 1

Ms. Cramer provided a Staff report.

There was no public comment.

Chair Fick closed the Public Hearing and opened the Regular Meeting at 6:55 PM.

NEW BUSINESS

8. Discussion and possible action on recommendation of approval to the Board of Trustees regarding Legacy Village Filing 1 Plat Amendment 2

Motion by Vice Chair Schmidt, seconded by Commissioner Thye, to recommend approval to the Board of Trustees regarding Legacy Village Filing 1 Plat Amendment 2.

The vote of the Commissioners present was unanimously in favor. Motion carried.

Chair Fick closed the Regular Meeting and opened the Public Hearing at 6:56 PM.

PUBLIC HEARING

9. Ordinance 24-02

Ms. Cramer provided a Staff report.

There was no public comment.

Chair Fick closed the Public Hearing and opened the Regular Meeting at 7:26 PM

NEW BUSINESS

10. Discussion and possible action on recommendation of approval to the Board of Trustees regarding Ordinance 24-02, an Ordinance amending Chapter 16 Article I, Article II, Article III, Article IX, Table 16-1, Table 16-3, and Table 16-5 of the Elizabeth Municipal Code

Motion by Vice Chair Schmidt, seconded by Commissioner Santangelo, to recommend approval to the Board of Trustees regarding Ordinance 24-02, an Ordinance amending Chapter 16 Article I,



Article II, Article III, Article IX, Table 16-1, Table 16-3, and Table 16-5 of the Elizabeth Municipal Code.

The vote of the Commissioners present was unanimously in favor. Motion carried.

11. Discussion regarding Daycare as Use by Special Review

Director Higgins provided a Staff report. Lian Barkley with the Elbert County Early Childhood Council also presented information. Direction was provided to Staff by the Commissioners.

STAFF REPORT

- Director Higgins provided updates regarding:
 - The Town has officially received the grant from DOLA for \$1,000,000 to be used towards the Streetscape project.
 - The final product from DHM for the Main Street Monument sign has been received.
 - The Main Street Board of Directors has purchased a web platform called Locable.
 - The Historic Advisory Board is still working on design guidelines and a Historic District Creation.
 - The Historic Advisory Board is continuing to work on collecting oral histories and has obtained a website to house them.
 - Staff is working with the Elizabeth Parks and Recreation District as well as the Elizabeth School District to apply for a GOCO Planning Capacity Grant to be used towards the creation of a Parks and Open Space Master Plan.

COMMISSIONER REPORTS

- Commissioner Beard had a question regarding the senior center.
- Commissioner Uhernik had a streetscape design question.
- Commissioner Santangelo asked if there was an installation date for the Main Street Monument Sign.
- Commissioner Uhernik had a question regarding some comments made by Core Engineering in the Staff Report for Legacy Village.
- Commissioner Beard had a question regarding the Engineering firms used by the Town.
- Commissioner Uhernik expressed congratulations for the award of the DOLA grant.

ADJOURNMENT

Motion by Vice Chair Schmidt, seconded by Commissioner Uhernik, to adjourn the meeting at 8:25 PM. The vote of those Commissioners present was unanimously in favor. Motion carried.



TOWN OF ELIZABETH

PLANNING COMMISSION

Amy L. Schmidt
Vice Chair-George Fick
Amy SCHMIDT

Harmony Malakowski
Deputy Town Clerk Harmony Malakowski

