



TOWN OF ELIZABETH

**TOWN OF ELIZABETH
Planning Commission Regular Meeting
Tuesday, February 07, 2023 at 6:30 PM
Town Hall, 151 S. Banner Street**

CALL TO ORDER

ROLL CALL

AGENDA CHANGES

UNSCHEDULED PUBLIC COMMENT

CONSENT AGENDA

1. Minutes of the Regular Meeting of December 6, 2022

NEW BUSINESS

2. Discussion and possible action on appointment of 2023 Chair and Vice Chair
3. Discussion and possible action on Planning Commission Resolution 23-01, a Resolution establishing a designated public place for the posting of meeting notices pursuant to C.R.S. 24-6-402(2)(c)
4. Discussion regarding upcoming Board of Trustees Code Workshops
5. Presentation and Discussion regarding Development Staff Reports

STAFF REPORT

6. Staff Report

COMMISSIONER REPORTS

ADJOURNMENT



TOWN OF ELIZABETH

PLANNING COMMISSION

PLANNING COMMISSION – RECORD OF PROCEEDINGS DECEMBER 6, 2022

CALL TO ORDER

The Regular Meeting of the Elizabeth Planning Commission was called to order on Tuesday, December 6, 2022, at 6:31 PM by Chair Jenny Case.

ROLL CALL

Present were Chair Jenny Case, Vice Chair Barbara McGinn, and Commissioners Greg Lindbloom, Amy Schmidt, and Ed Beard. Commissioners Julie Uhernik and Rob Porter were not present. There was a quorum to conduct business.

Also present were Town Administrator Patrick Davidson, Planner/Project Manager Zach Higgins, Deputy Town Clerk Harmony Malakowski, and Community Development Administrative Assistant Dianna Hiatt.

AGENDA CHANGES

No agenda changes from staff.

No agenda changes by the Commissioners.

UNSCHEDULED PUBLIC COMMENT

No Unscheduled Public Comment.

CONSENT AGENDA

1. Minutes of the Regular Meeting of November 1, 2022

Motion by Vice Chair McGinn, seconded by Commissioner Schmidt, to approve the Consent Agenda as presented.

The vote of those Commissioners present was unanimously in favor. Motion carried.

NEW BUSINESS

2. Discussion regarding Elizabeth Municipal Code Review

- a. Short-Term Rentals

Directions were provided to staff regarding short-term rental requirements.



TOWN OF ELIZABETH

PLANNING COMMISSION

STAFF REPORT

- Planner/Project Manager Zach Higgins provided an update to the Commissioners regarding the Planning 101 training on December 20th.
- Mr. Higgins reminded the Commissioners about the water law training on January 17th.
- Discussion regarding upcoming conferences.

COMMISSIONER REPORTS

No further reports from the Commissioners.

ADJOURNMENT

Motion by Commissioner Lindbloom, seconded by Vice Chair McGinn, to adjourn meeting at 8:18 p.m. The vote of those Commissioners present was unanimously in favor. Motion carried.

Chair Jenny Case

Deputy Town Clerk Harmony Malakowski



TOWN OF ELIZABETH

HARMONY MALAKOWSKI/DEPUTY TOWN CLERK

TO: Chair, Vice Chair and Members
FROM: Harmony Malakowski, Deputy Town Clerk
DATE: January 17, 2023
SUBJECT: Planning Commission Resolution 23-01 – a Resolution Establishing a Designated Public Place for the Posting of Meeting Notices as Required by the Colorado Open Meetings Law

It is required by the Colorado Open Meeting Law that at the first Board meeting of the year a Resolution is passed to designate a public posting place for meeting notices.

The Town's posting place is located on the outside of Town Hall in the information board and on the Town's website.

Staff asks that the Planning Commission pass Resolution 23-01 designating the required posting place for meeting notices.

Attachment
PC Resolution 23-01

**PLANNING COMMISSION
RESOLUTION 23-01**

**A RESOLUTION ESTABLISHING A DESIGNATED PUBLIC PLACE FOR
THE POSTING OF MEETING NOTICES PURSUANT TO C.R.S. § 24-6-
402(2)(c)**

WHEREAS, C.R.S. § 24-6-402(2)(c) requires the Planning Commission to annually designate the public place for posting notices to comply with the Colorado Open Meetings Law, C.R.S. § 24-6-401, *et seq.* (the "Open Meetings Law");

WHEREAS, consistent with House Bill 19-1087, the Planning Commission hereby desires to post notice of the Planning Commission’s public meetings not only in physical locations, but also on the Town's website as the Planning Commission's official online presence to the greatest extent practicable; and

WHEREAS, the notice must have specific agenda information, posted no less than twenty-four (24) hours prior to the meeting, must be accessible at no charge to the public, must be searchable by type of meeting, date of meeting, time of meeting and agenda contents, shall link to any social media accounts of the local public body, shall provide the address of the website to the Department of Local Affairs, and shall designate a public place within the boundaries of the local public body at which it may post a notice no less than twenty-hours (24) hours prior to a meeting if it is unable to post a notice online in exigent or emergency circumstances such as a power outage or interruption in internet service that prevents the public from accessing the notice online.

NOW THEREFORE BE IT RESOLVED BY THE PLANNING COMMISSION OF THE TOWN OF ELIZABETH, COLORADO AS FOLLOWS:

Section 1. Designation. The Planning Commission of the Town of Elizabeth, in compliance with C.R.S. § 24-6-402(2)(c) of the Open Meetings Law, hereby designates the Town website at www.townofelizabeth.org as the official place for posting notices. The Planning Commission may additionally post notices at Town Hall, located at 151 South Banner Street, and any Town social media accounts. If there is a known power outage, known interruption of internet service, or an emergency meeting, the Planning Commission may post a physical notice at the public entrance of the Town Hall located at 151 South Banner Street.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2023, by the Planning Commission of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Jenny Case, Chair

ATTEST

Harmony Malakowski, Deputy Town Clerk

**TOWN OF ELIZABETH**

COMMUNITY DEVELOPMENT DEPARTMENT

TO: Planning Commission
FROM: Zach Higgins, Planner/Project Manager
DATE: February 07, 2023
SUBJECT: Discussion Regarding Elizabeth Municipal Code – BOT Workshops

SUMMARY

The Planning Commission has provided direction regarding the Elizabeth Municipal Code updates that Staff has provided. The Board of Trustees will be considering these updates to provide final direction on all items. This will be occurring at a series of workshops that will occur before BOT meetings and on one Saturday. Staff requests that at least one representative from the Planning Commission attend these workshops to explain your recommendations if needed.

Workshop Dates/Times:

- February 25th – 9am-Noon
- March 28th – 6-7pm
- April 25th – 6-7pm
- May require additional workshops/TBD

STAFF RECOMMENDATION

Please designate one member of the Planning Commission to attend the listed workshops with the Board of Trustees.

ATTACHMENT(S)

N/A



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

TO: Planning Commission
FROM: Zach Higgins, AICP – Community Development Director
DATE: February 07, 2023
SUBJECT: Discussion Regarding Development Staff Reports

SUMMARY

Staff provides “Staff Reports” to the Planning Commission and Board of Trustees to be utilized in the review of Land Use applications. These reports include what is being requested by the applicant, background, an analysis of the proposed in relation the Elizabeth Municipal Code and Comprehensive Plan, any budget impacts, and recommended action(s). Attached to the Staff Report will be all pertinent documentation.

The Legacy Village Final Plat Filing 1 has been attached for your review. Consider all the information provided in the Staff Report. Would any additional information help your decision-making process? Is the formatting presented in a way that is easy to understand?

STAFF RECOMMENDATION

Please provide feedback/comments regarding the APA Staff Report Training and the current Town of Elizabeth Development Staff Report format.

ATTACHMENT(S)

Legacy Village Final Plat Filing 1 Staff Report



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

TO: Honorable Mayor and Board of Trustees
FROM: Carrie McCool, Interim Community Development Director
DATE: October 12, 2021
SUBJECT: Legacy Village Final Plat Filing 1

REQUEST

The applicant, PCS Group Inc, on behalf of E86 J.V., LLC proposes to subdivide 51.285 acres into 126 single family residential lots and 17 tracts.

BACKGROUND

The subject property was annexed and zoned Planned Unit Development in 2018. A large portion of the site is made up of the Gold Creek drainage channel and associated floodplain. In January 2021, sketch plan and preliminary plan approval was granted to subdivide 98.5 acres into 266 residential lots and 36 tracts. The tracts primarily fill the role of the dedication of parks and open space along with the installation of required utilities, drainage, and landscaping with one tract (Tract A in Filing 1) designated for future commercial uses. The proposed development is served by a planned east/west collector along the alignment of County Road 136 and north/south access to Highway 86 via a proposed collector (Hinds Street). Future connection to the proposed development to the east of the site are provided through right-of-way dedications.

The applicant is proposing two separate final plats (filings 1 and 2) of the approved Sketch Plan and Preliminary Plan. Legacy Village Filing 1 is the western portion of the property and includes 126 single family lots, a 4.472-acre tract for future commercial uses, build out of a section of the Town’s Gold Creek regional trail, and dedication of parks and open space tracts.

ANALYSIS

Final plat approval is the final step in the subdivision process. It consists of a review of all final engineering and construction plans, execution of subdivision agreements, provision of a letter of credit or cash to secure the construction of the public improvements described in the subdivision agreement and other legal requirements. The final plat has been reviewed by Public Works, Engineering, Planning, and Town Attorney to ensure that the document is in accordance with Section 16-3-60 of the Town of Elizabeth Municipal Code.

The approval criteria of a final plat are limited to substantial compliance with the Board of Trustees approved preliminary plan. The Preliminary Plan was approved with the following

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conditions. Staff has provided the preliminary plan conditions of approval below with a narrative on how they have been addressed:

1. Mail kiosks be included in the drawings at final plat per US Postal Service standards.
Addressed: The Postmaster reviewed the mail kiosk's locations and details as depicted on the construction drawings and noted the Postal Service was good with the proposal.
2. Owner/Applicant obtain all easements, rights-of-way, and/or agreements from adjacent offsite property owners, as identified on the Preliminary Plan.
Partially Addressed: The Developer has prepared the easements, rights-of-way and/or agreements; however, they have not been executed or recorded. Staff has recommended a condition of approval that requires all required offsite easements and rights of way adjacent to Legacy Village Filing 1 be executed and recorded prior to recordation of this final plat.
3. Dedication of well site of at least 1.10 acres.
Addressed: Legacy Village Filing 2 contains A 1.115-acre well site (Tract D) dedication.
4. Approval of the amended Annexation Agreement regarding well site dedication.
Addressed: The amended Annexation Agreement regarding the well site dedication was approved on January 26, 2021, by Resolution 21R04.

Staff finds the proposed final plat is in substantial compliance with the Preliminary Plan once the final plat conditions of approval are addressed as outlined below.

Lot Size and Density

The residential lots vary in size from 4,950 square feet to 13,078 square feet and adhere to the density limitations and the minimum lot size requirement of 4,500 square feet as set forth in the PUD and are in substantial conformance with the lot sizes and density per the approved Preliminary Plan.

Dedications and Easements

The final plat dedicates land for the purposes of open space, parks, utilities, drainage, and landscaping in conformance with the Preliminary Plan. The Land Use Summary Table on sheet 2 of 8 depicts the various tracts, their intended use, owner, and maintenance responsibilities accordingly.

There are several offsite easements required to accommodate utilities, grading, stormwater infrastructure, and drainage. The required easements and dedications are illustrated on the Overall Site Plan labeled Exhibit D. The applicant has prepared the easements; however, they have not been executed or recorded. As such, staff recommends that all required offsite easements and rights of way adjacent to Legacy Village Filing 1 and 2 shall be executed and

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recorded prior to recordation of the final plat. A condition of approval to this effect has been provided for the Board's consideration (see item #2 above).

The Developer shall provide documentation satisfactory to the Town providing for the maintenance of the offsite slope easement (Exhibit F) and the offsite drainage channel (Exhibit G) in the Subdivision Agreement. The Developer is responsible for obtaining all stormwater discharge permits applicable to the Property from the State of Colorado. These obligations are set forth in the Subdivision Agreement.

Right-of-Way Dedication

Right of way dedication along Highway 86 and for the internal roadways is depicted on the final plat. The right of way dedication along Highway 86 will vary from 50' additional dedication to 15', sufficient to preserve the necessary ROW for construction of the Arterial Section depicted in the Town of Elizabeth Street Plan. Access to the property is an interim right-in, right-out and an ultimate full-movement. As such, the Developer will be required to provide:

1. An eastbound right-turn deceleration lane meeting State Highway Access Code requirements (or as otherwise approved by CDOT).
2. A right-turn acceleration lane from the access meeting State Highway Access Code requirements (or as otherwise approved by CDOT).
3. The dedication of right-of-way along the northern perimeter of the property as depicted on the final plat.

The above-referenced improvements to State Highway 86 are included in the Subdivision Agreement and are subject to CDOT's final approval. Additionally, the Development will need to obtain an access construction notice-to-proceed from CDOT prior to issuance of a building permit. Staff has provided a condition of approval for the Board's consideration.

Detention Dedication

Two detention ponds are proposed as dedicated tracts or as small areas within larger dedicated tracts. All drainage and detention-oriented tracts will be owned and maintained by a Homeowners Association. A non-exclusive 5-foot, 10-foot, and 15-foot utility easements are shown on the final plat for the installation, maintenance, and operation of utilities and drainage facilities.

Open Space and Park Dedications

Overall, the proposal provides 18.337 acres of open space and 1.184 acres for parks. The main open space dedication to the Town is the Gold Creek corridor. The open space requirement for



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the proposed project is 20%. The applicant is proposing nearly 36% of the overall land area as open space. Dedication of the corridor maintains natural drainage ways, wildlife corridors and provides recreational opportunities. In terms of active open space, Tract C (.049 acres) provides an active pedestrian walking path from Gamble Oak loop that will connect to the future commercial site to the north. Tract G (.090 acres) also provides an active walking path that will connect Gamble Oak Loop to the Darton Street right of way walk. A portion of Tract I (5.700 acres of the total 7.791 acres) provides a park area that includes off-street parking and is also within a walkable distance for intended users. This park includes an accessible playground area, enhanced landscape plantings, bicycle parking waste receptacles, picnic tables, and shade shelter. This park is connected by a crosswalk across CR 136 and extends south via a pedestrian walking path along an existing pod to connect Bristle Cone Trail through a portion of tract O (.380 acres of the total 5.907 acres). Tract M (0.148 acres) continues this active pedestrian walking path that further connects residents from Bristle Cone Trail (east) to Bristle Cone Trail (west) through a block break. Tract P (0.483 acres) pocket park is located at the southwest corner of Filing 1 that provides an active pedestrian walking path, a 10,000 square foot turf lawn area, benches, picnic table, BBQ grill, waste receptacle, pet waste station, and enhanced landscape plantings. Combined, these tract areas provide approximately 12.5% active open space within the total area of Filing 1 in conformance with the approved Preliminary Plan and the 10% active open space requirements set forth in the PUD. The remainder of the open space is provided in the existing conservation easement to the south end of the property, detention and retention ponds, and various open spaces in the filing.

All trails, retaining walls, park amenities, landscaping, open rail fencing, and future monument signs will be constructed by the Developer and maintained by a Homeowner's Association.

Well Site Dedication

The amended Annexation Agreement Resolution 21R04 requires the dedication of a well site on the Legacy Village property. The Developer has fulfilled this requirement with a 1.115-acre well site dedication in the Legacy Village Subdivision Filing 2.

Flood Plain

The flood plain for Gold Creek is provided to the Town through dedications of Tracts and/or easements within the Plat. No development is allowed within the delineated flood plain. The project build out calls for a revision to the flood plain, which is referred to as a CLOMR (Conditional Letter of Map Revision). The applicant has submitted a CLOMR application to FEMA which is currently in process. As such, staff has included a recommended condition of approval to ensure that any construction within the defined FEMA floodzone of Gold Creek is prohibited until such time as a CLOMR is approved by FEMA.

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Main Street Streetscape Design Contribution

Per the Amended and Restated Annexation Agreement (Resolution 18R51), the Property Owner shall contribute seventy-five thousand dollars (\$75,000) to the Town as a contribution towards the Town's design of the streetscape for Main Street. As such, the \$75,000 Main Street Streetscape Design contribution is included in the Subdivision Agreement, which obligates the Developer to pay the contribution prior to recordation of the Final Plat.

BUDGET

None. The applicant has agreed to pay the Town the actual costs to the Town for expenses and fees incurred by the Town before and during the development process.

RECOMMENDED ACTION

Approve Resolution No. 21R41, Final Plat and associated Subdivision Agreement with the following conditions:

1. Any construction within the defined FEMA floodzone of Gold Creek is prohibited until such time as a CLOMR (Conditional Letter of Map Revision) is approved by FEMA.
2. Prior to recordation of the final plat, all required offsite easements and rights of way adjacent to Legacy Village Subdivision Filing No. 1 shall be executed and recorded.
3. Developer shall obtain an access construction notice-to-proceed from the Colorado Department of Transportation prior to issuance of any building permits.
4. Developer shall address and correct all redlined technical revisions prior to recordation of the final plat.

ATTACHMENTS

- Legacy Village Subdivision Filing 1 Final Plat
- Resolution 21R41
- Landscape Construction Drawings
- Exhibit D - Overall Site Plan depicting off site easements and rights of way dedication
- Subdivision Agreement
- Planning, Memo, SafeBuilt Studio
- Civil Engineering, Memo, CORE Consultants
- Civil Engineering, Memo, JVA
- Traffic Engineering, Memo, Stolfus and Associates
- Fire Department Memo, Elizabeth Fire Protection District

LEGACY VILLAGE SUBDIVISION FILING NO. 1

A PARCEL OF LAND SITUATED IN THE NORTH HALF 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 8

51.285 ACRES – 126 SINGLE FAMILY RESIDENTIAL LOTS, 17 TRACTS

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 "PLS 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 CVL. A WESTWOOD TEAM TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, CVL, A WESTWOOD TEAM RELIED UPON COLORADO ESCROW AND TITLE SERVICES, LLC AS AGENT FOR STEWART TITLE GUARANTY COMPANY FILE NO. 42328CEW, AMENDMENT NO. 1, HAVING AN EFFECTIVE DATE OF AUGUST 23, 2021 AT 7:00 A.M.
5. DATE OF SURVEY WAS FEBRUARY 2021.
6. NON-EXCLUSIVE- 5-FOOT, 10-FOOT AND 15- 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.
7. THE FLOODPLAIN FOR GOLD CREEK AS SHOWN ON THIS PLAT IS CONSIDERED "ZONE A" PER THE FLOOD INSURANCE RATE MAP OF ELBERT COUNTY AND INCORPORATED AREAS, FEMA MAP 08039C0490C, PANEL 0490 OF 1200, EFFECTIVE DATE MARCH 17, 2011. ZONE A AREAS ARE SUBJECT TO INUNDATION BY THE 1-PERCENT-ANNUAL-CHANCE FLOOD EVENT GENERALLY DETERMINED USING APPROXIMATE METHODOLOGIES.
8. THE HABITAT BUFFER AS SHOWN IS A BUFFER AWAY FROM EXPECTED PREBLES MOUSE HABITAT ALONG GOLD CREEK. NO DOMESTIC PETS ARE ALLOWED WITHIN TRACTS H, I AND O UNLESS THEY ARE LEASHED. UNLEASHED DOMESTIC PETS SHALL REMAIN WITHIN LOT BOUNDARIES.
9. HIGHWAY 86 BUFFER: 25-FOOT LANDSCAPE BUFFER REQUIRED BETWEEN HIGHWAY RIGHT OF WAY AND ANY DEVELOPMENT ADJACENT TO HIGHWAY 86.
10. 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.
11. 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.
12. 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

TRACT	AREA (ACRES +/-)	PRIMARY USE	SECONDARY USE	OWNER	MAINTENANCE
A	4.472 AC.	COMMERCIAL	N/A	HOA	HOA
B	0.609 AC.	DRAINAGE	UTILITIES	HOA	HOA
C	0.049 AC.	UTILITIES	OPEN SPACE	HOA	HOA
D	0.054 AC.	UTILITIES	OPEN SPACE	HOA	HOA
E	0.332 AC.	OPEN SPACE	UTILITIES	HOA	HOA
F	0.051 AC.	LANDSCAPING	UTILITIES	TOWN OF ELIZABETH	HOA
G	0.090 AC.	UTILITIES	OPEN SPACE / TRAIL	HOA	HOA
H	2.700 AC.	OPEN SPACE / DRAINAGE	UTILITIES	TOWN OF ELIZABETH	*HOA / TOWN
I	7.791 AC.	DRAINAGE	PARK SPACE / OPEN SPACE / UTILITIES	**HOA	*HOA / TOWN**
J	0.663 AC.	OPEN SPACE	UTILITIES	HOA	HOA
K	0.123 AC.	OPEN SPACE	UTILITIES	HOA	HOA
L	0.054 AC.	UTILITIES	OPEN SPACE	HOA	HOA
M	0.148 AC.	UTILITIES	OPEN SPACE	HOA	HOA
N	0.051 AC.	UTILITIES	OPEN SPACE	HOA	HOA
O	5.907 AC.	OPEN SPACE	DRAINAGE / TRAIL / UTILITIES / WALL	TOWN OF ELIZABETH	*TOWN / HOA
P	0.483 AC.	PARK	OPEN SPACE / UTILITIES / TRAIL	HOA	HOA
Q	0.394 AC.	DRAINAGE	UTILITIES	HOA	HOA
TOTAL TRACTS	23.971 AC.				
RESIDENTIAL LOTS	17.130 AC.				
DEDICATED ROW	10.184 AC.				
TOTAL	51.285 AC.				

* TRAILS, RETAINING WALLS, PARK AMENITIES, LANDSCAPE, AND MONUMENT SIGNAGE TO BE MAINTAINED BY THE HOA, STORM PIPES TO BE MAINTAINED BY THE TOWN OF ELIZABETH.

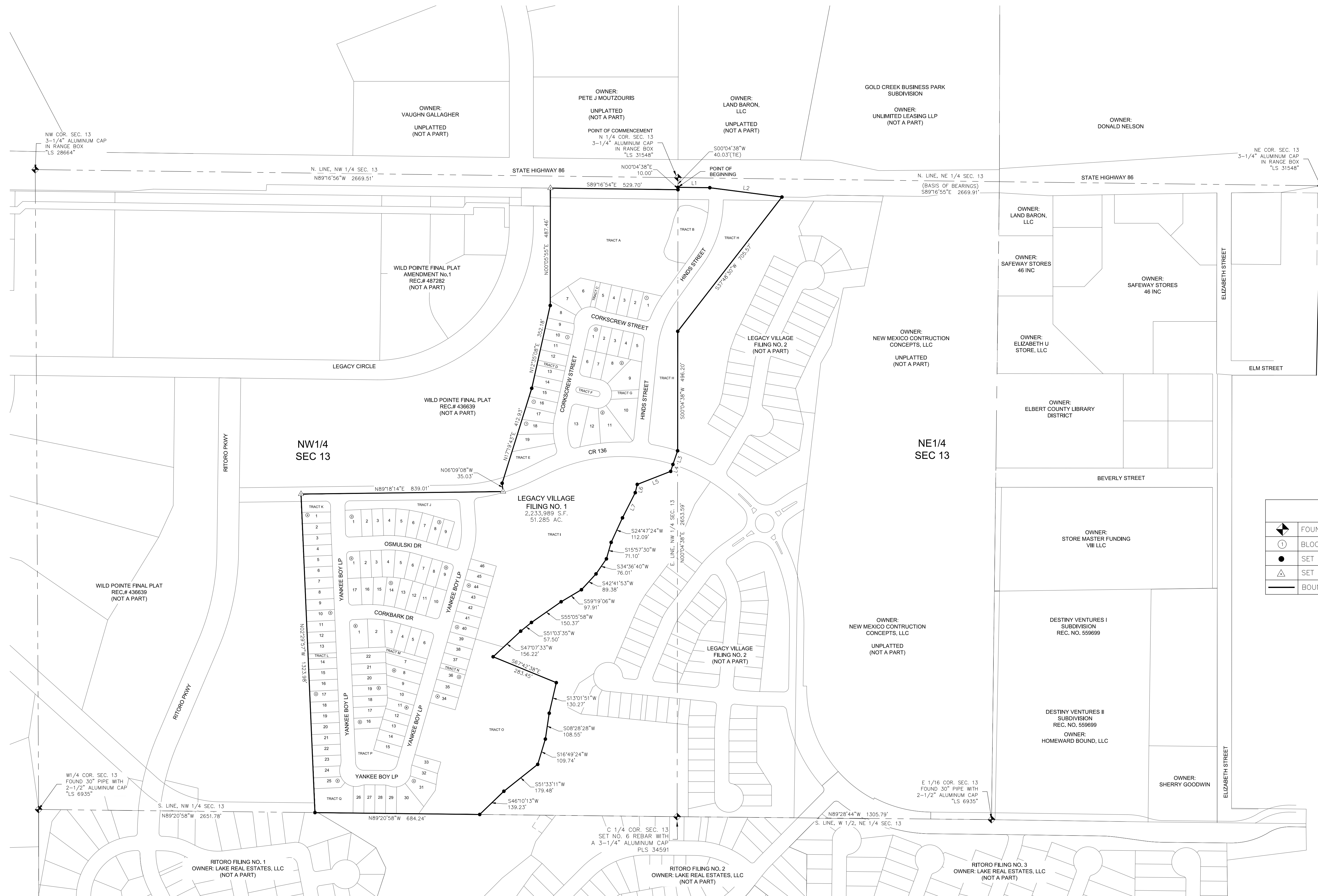
** A DRAINAGE EASEMENT IS HEREBY DEDICATED OVER AND ACROSS THIS TRACT, TO THE TOWN OF ELIZABETH.

RANGE OF LOT SIZES PER BLOCK

BLOCK NUMBER	LOW	HIGH
1	0.119 AC. / 5,175 S.F.	0.207 AC. / 9,007 S.F.
2	0.114 AC. / 4,950 S.F.	0.300 AC. / 13,078 S.F.
3	0.116 AC. / 5,040 S.F.	0.171 AC. / 7,460 S.F.
4	0.114 AC. / 4,950 S.F.	0.226 AC. / 9,847 S.F.
5	0.115 AC. / 5,018 S.F.	0.158 AC. / 6,894 S.F.
6	0.114 AC. / 4,950 S.F.	0.204 AC. / 8,891 S.F.

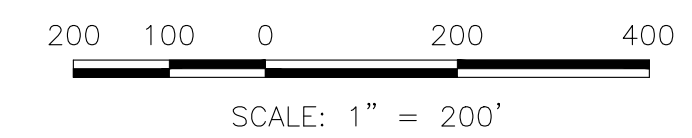
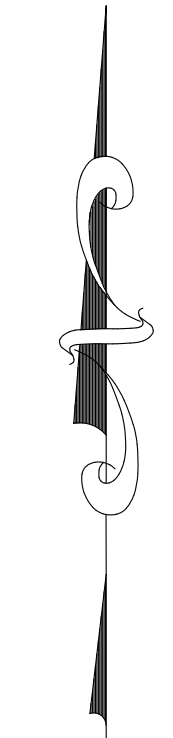
LEGACY VILLAGE SUBDIVISION FILING NO. 1

A PARCEL OF LAND SITUATED IN THE NORTH HALF OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO
SHEET 3 OF 8



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S89°16'51"E	132.18'
L2	S82°37'36"E	302.05'
L3	S19°00'30"W	60.01'
L4	S17°42'16"W	30.09'
L5	S68°40'37"W	149.18'
L6	S13°34'08"W	35.16'
L7	S26°55'32"W	117.42'

LEGEND	
	FOUND SECTION CORNER AS DESCRIBED
	BLOCK NUMBER
	SET #5 REBAR WITH 1-1/4" RED PLASTIC CAP "OVL PLS 34591"
	SET 1-1/4" RED PLASTIC CAP "PLS 34591" ON FOUND # 5 REBAR
	BOUNDARY LINE



LEGACY VILLAGE SUBDIVISION FILING NO. 1

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TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO
SHEET 4 OF 8

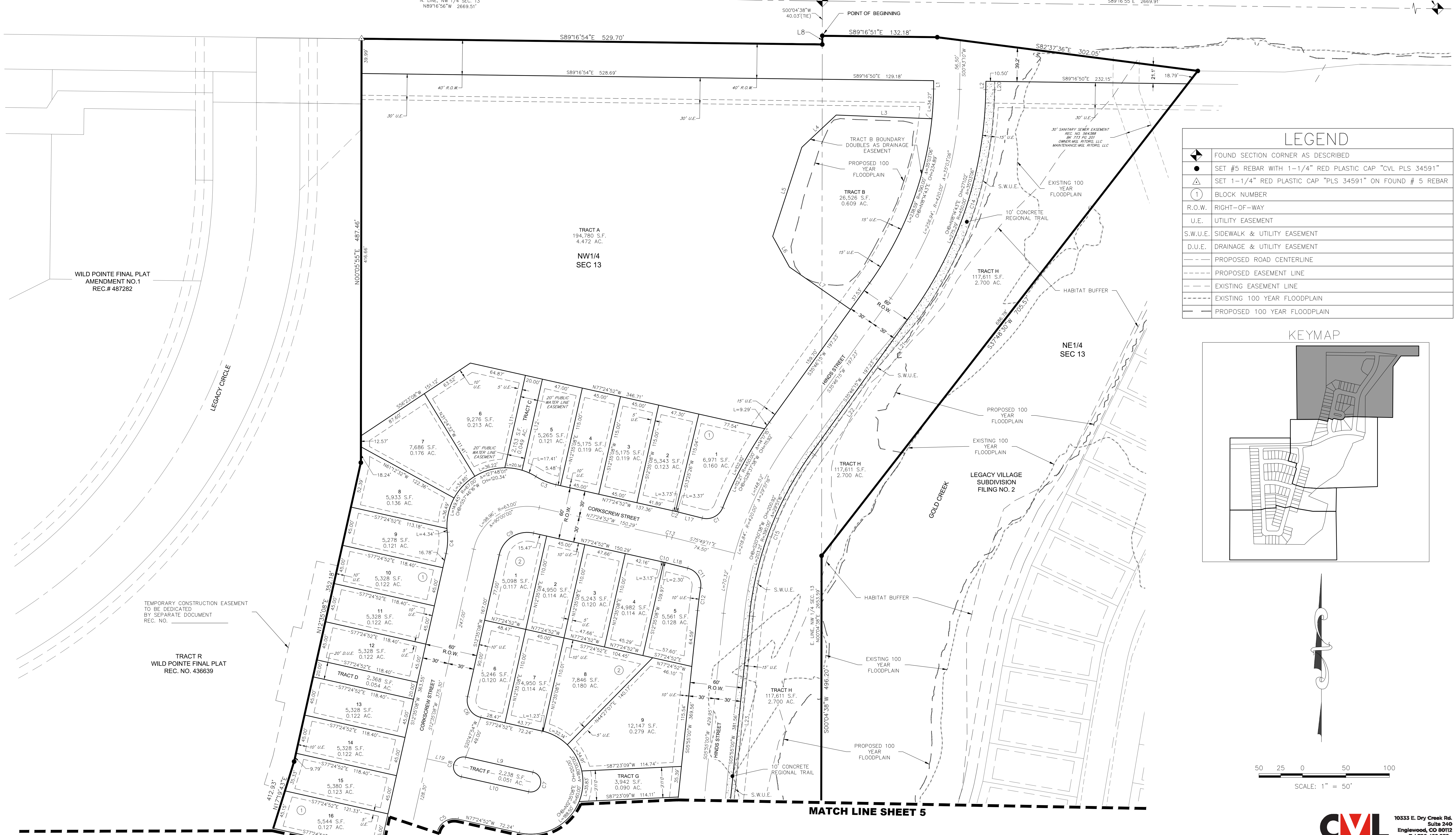
NW COR. SEC. 13
3-1/4" ALUMINUM CAP
IN RANGE BOX
"LS 28664"

STATE HIGHWAY 86
(R.O.W. VARIES)

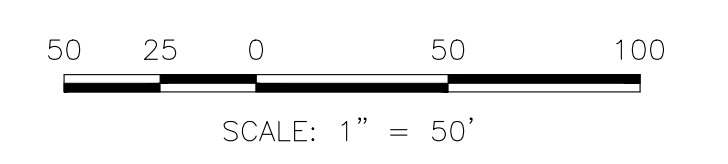
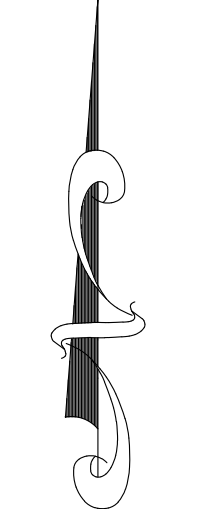
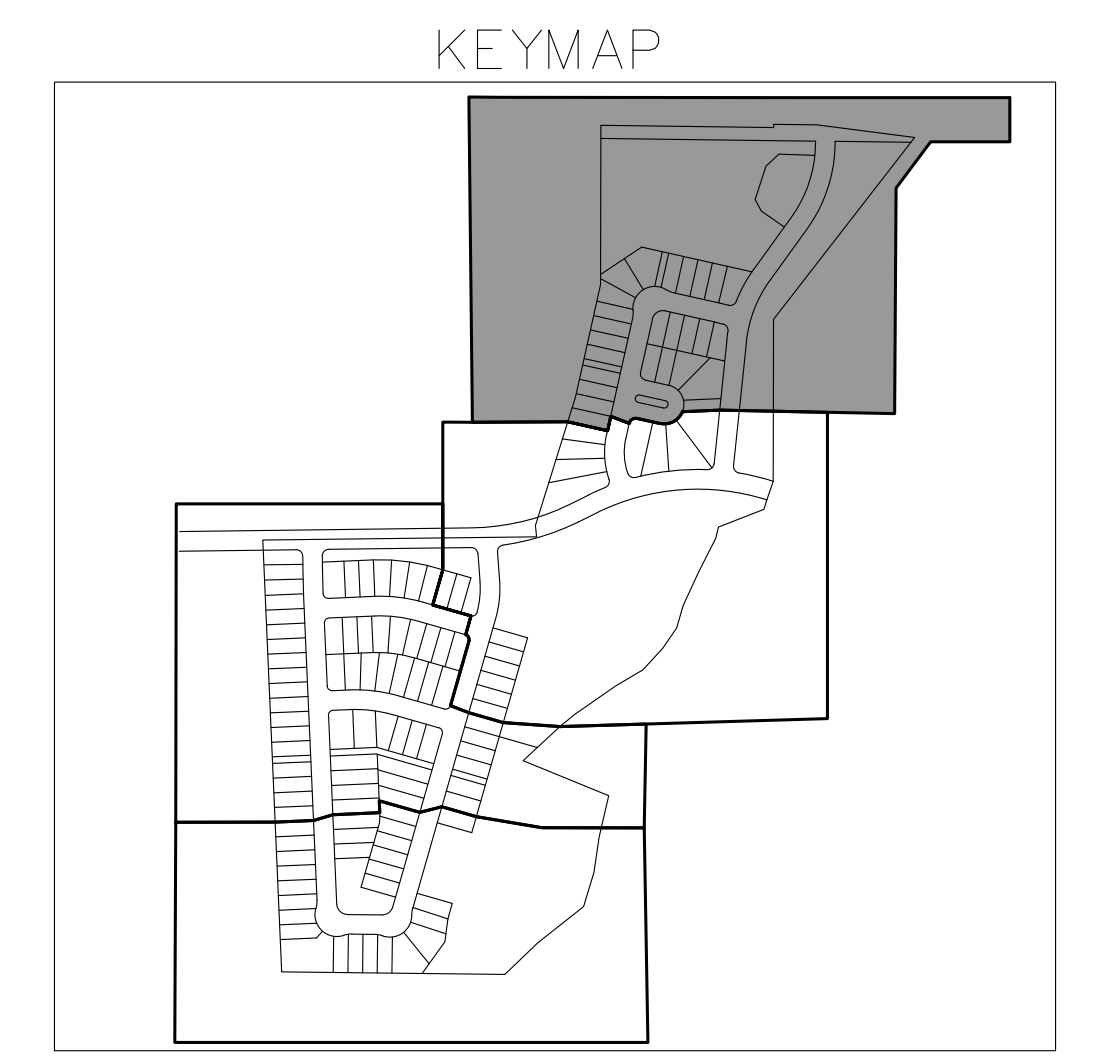
POINT OF COMMENCEMENT
N 1/4 COR. SEC. 13
FOUND 2-1/2" DIAMETER
ALUMINUM PIPE WITH A
3-1/4" ALUMINUM CAP
IN RANGE BOX
"LS 31548"

N. LINE, NE 1/4 SEC. 13
(BASIS OF BEARINGS)
S89°16'55"E 2669.91'

NE COR. SEC. 13
FOUND 2-1/2" DIAMETER
ALUMINUM PIPE WITH A
3-1/4" ALUMINUM CAP
IN RANGE BOX
"LS 31548"



LEGEND	
	FOUND SECTION CORNER AS DESCRIBED
	SET #5 REBAR WITH 1-1/4" RED PLASTIC CAP "CVL PLS 34591"
	SET 1-1/4" RED PLASTIC CAP "PLS 34591" ON FOUND # 5 REBAR
	BLOCK NUMBER
	R.O.W. RIGHT-OF-WAY
	U.E. UTILITY EASEMENT
	S.W.U.E. SIDEWALK & 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



WILD POINTE FINAL PLAT
AMENDMENT NO.1
REC.# 487282

TEMPORARY CONSTRUCTION EASEMENT
TO BE DEDICATED
BY SEPARATE DOCUMENT
REC. NO.

TRACT R
WILD POINTE FINAL PLAT
REC. NO. 436639

MATCH LINE SHEET 5

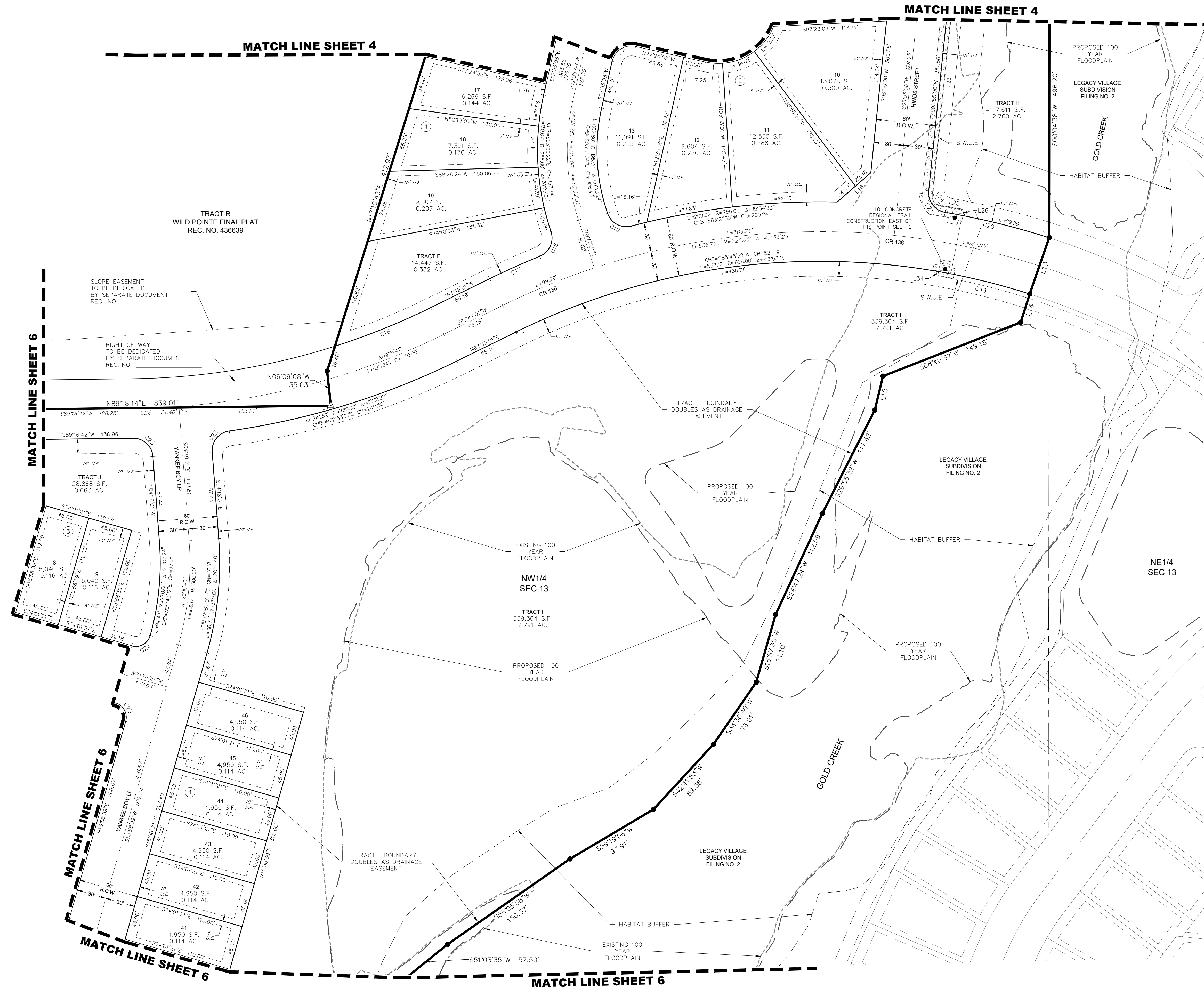
MATCH LINE SHEET 5

CML
a Westwood team

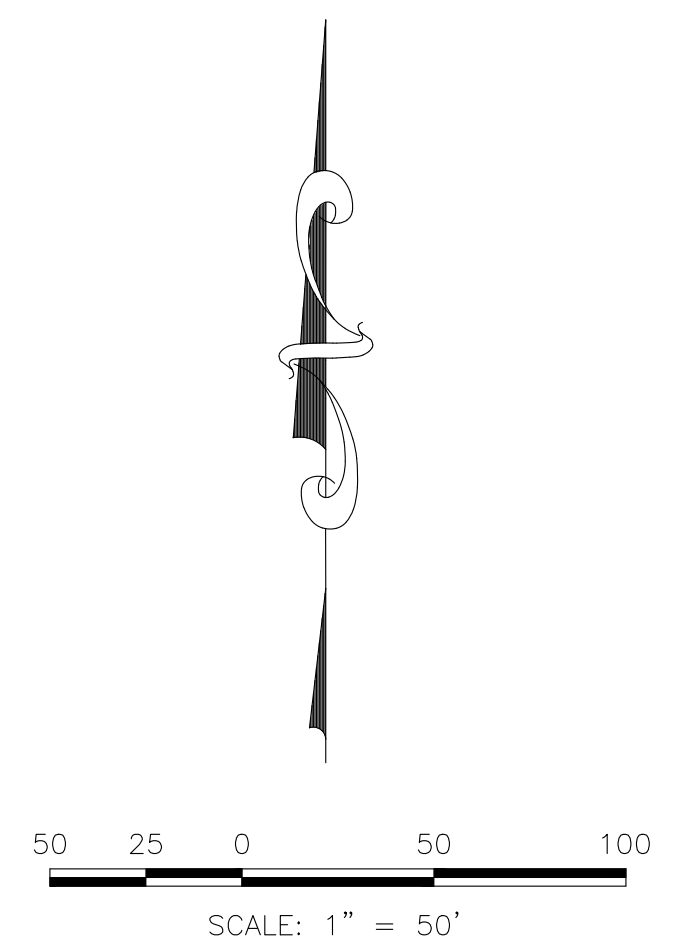
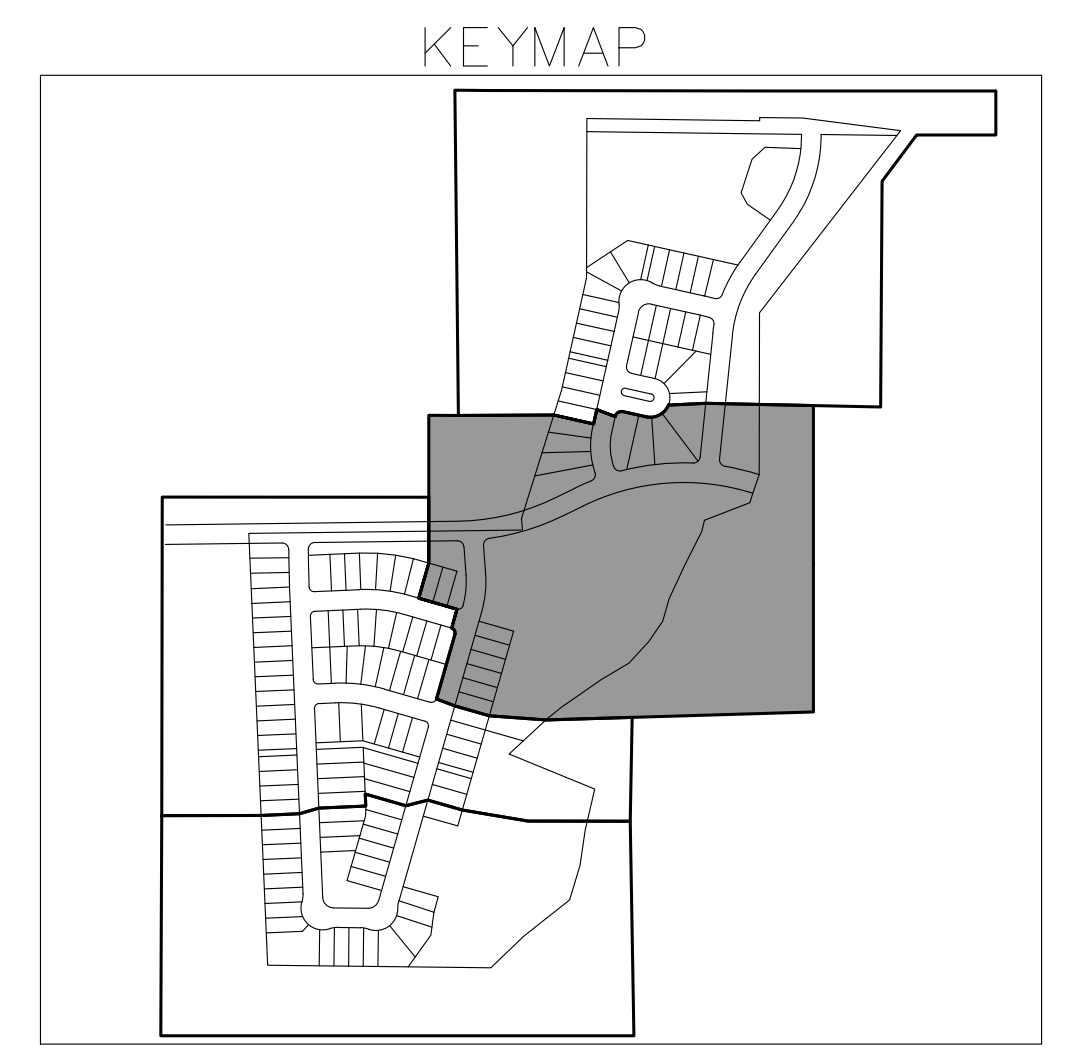
10333 E. Dry Creek Rd.
Suite 240
Englewood, CO 80112
Tel: 720.482.952
www.cvlinc.net
westwoodsps.com

LEGACY VILLAGE SUBDIVISION FILING NO. 1

A PARCEL OF LAND SITUATED IN THE NORTH HALF OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO
SHEET 5 OF 8

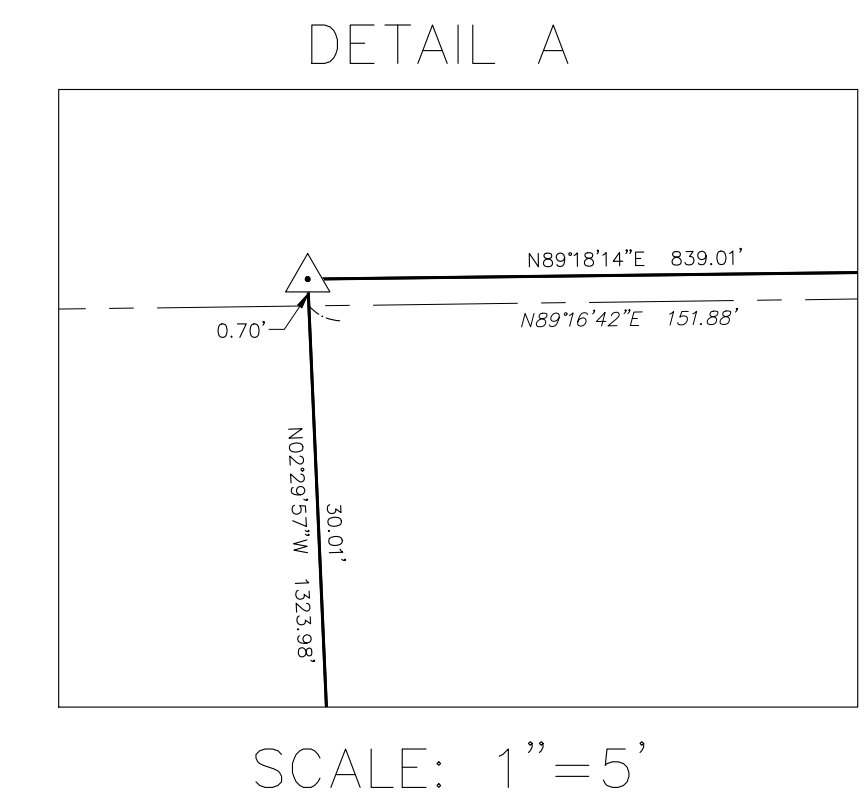
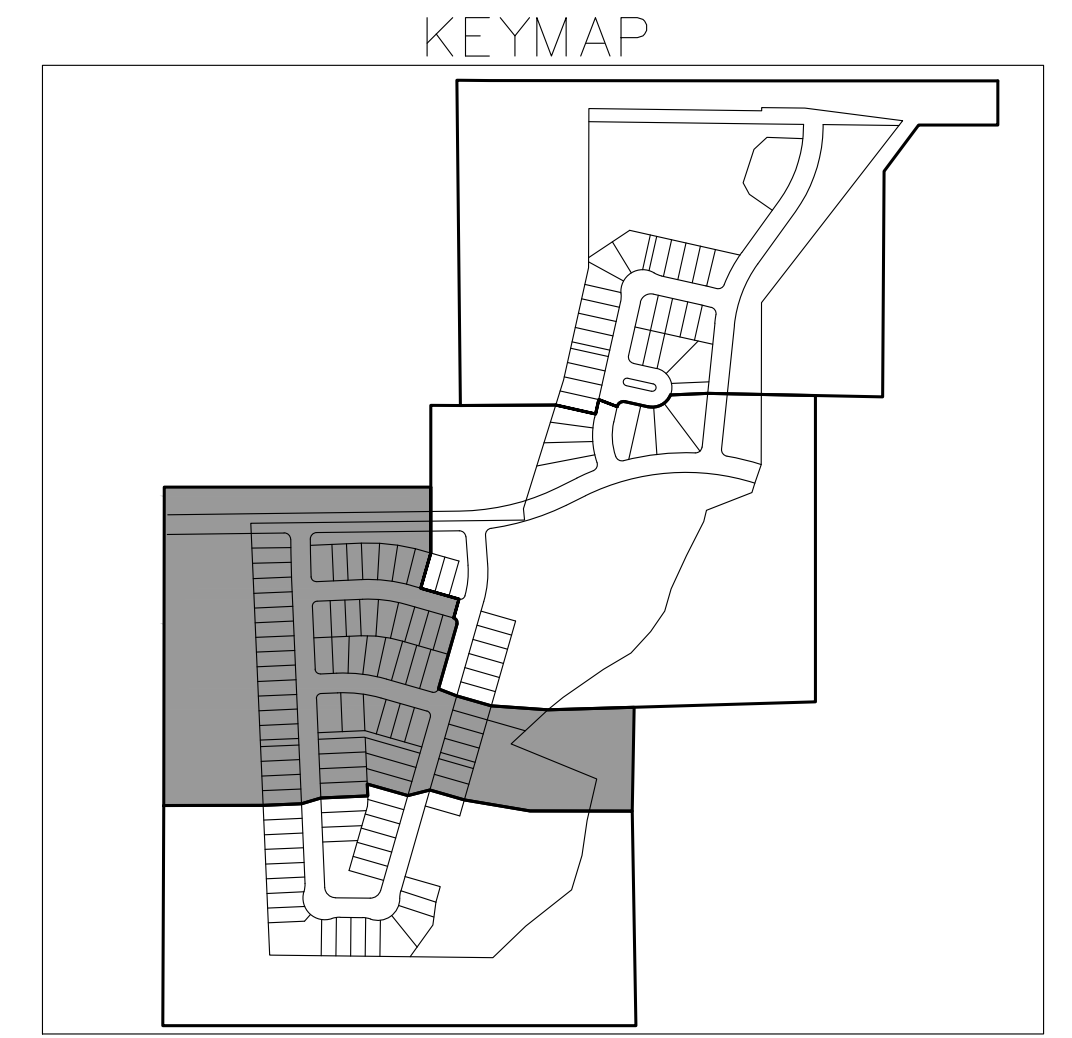
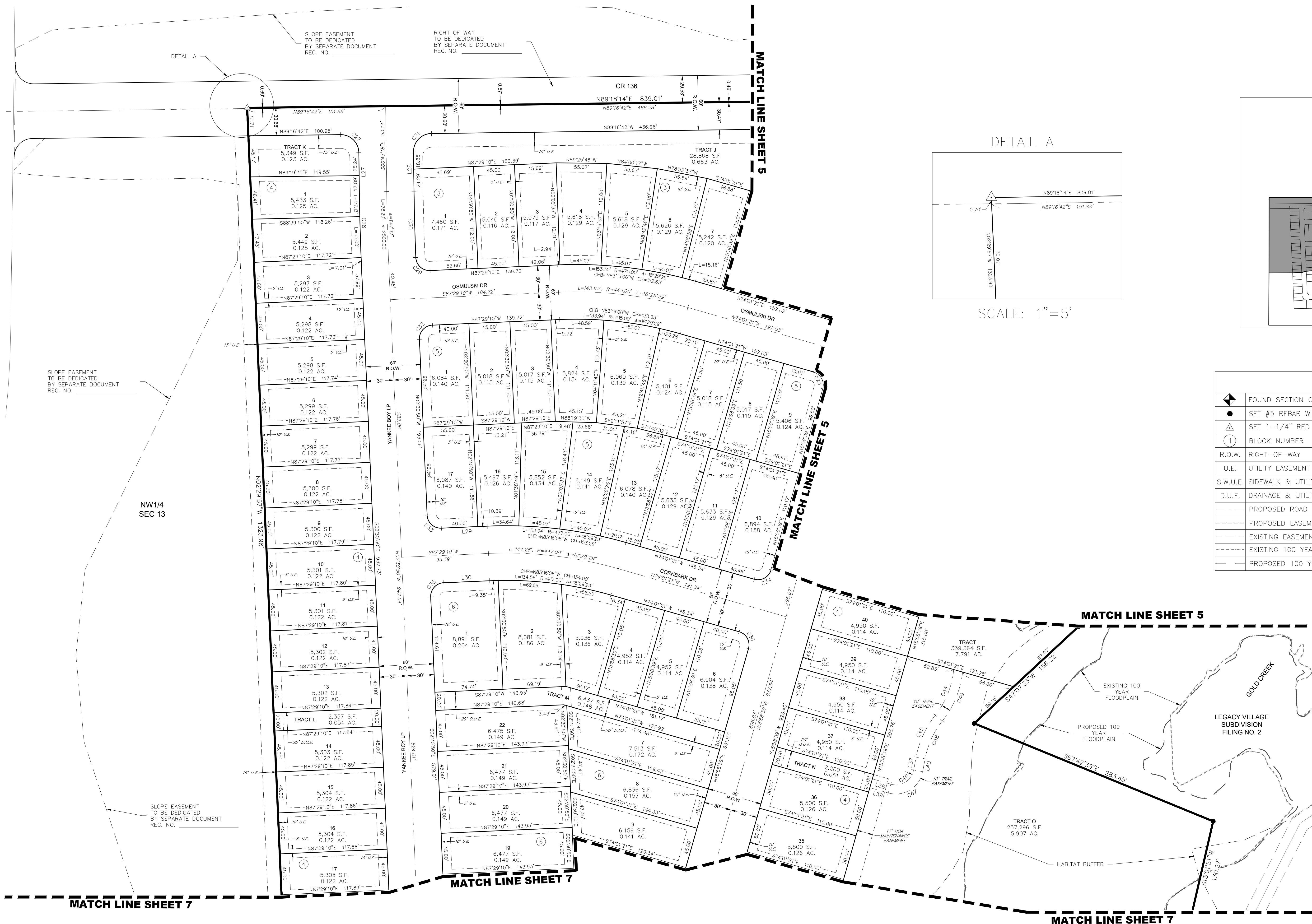


LEGEND	
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	PROPOSED EASEMENT LINE
	EXISTING EASEMENT LINE
	EXISTING 100 YEAR FLOODPLAIN
	PROPOSED 100 YEAR FLOODPLAIN

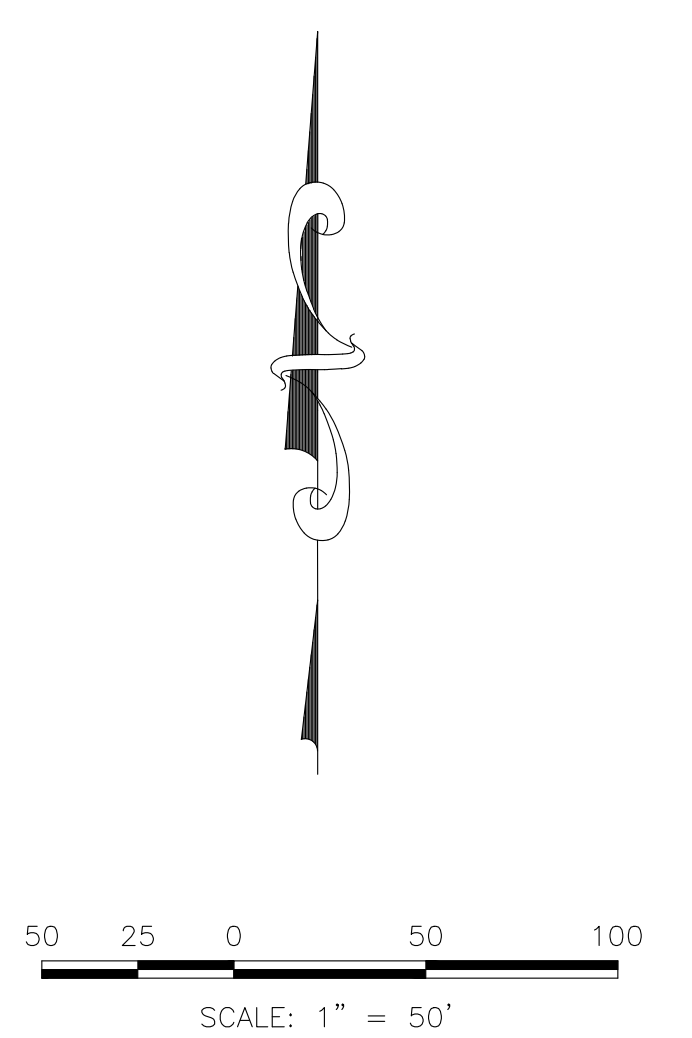


LEGACY VILLAGE SUBDIVISION FILING NO. 1

A PARCEL OF LAND SITUATED IN THE NORTH HALF OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO
SHEET 6 OF 8

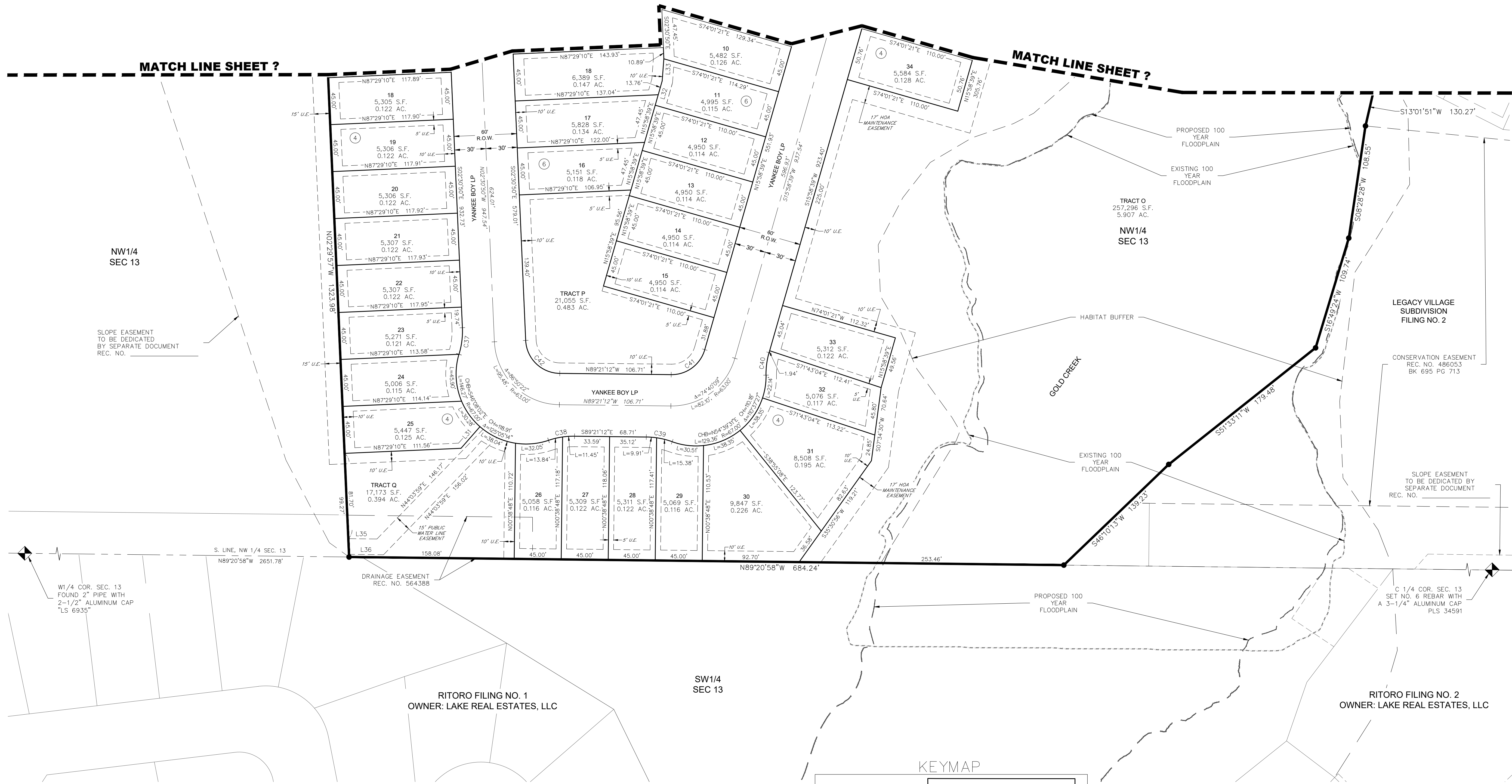


LEGEND	
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	SET 1-1/4" RED PLASTIC CAP "PLS 34591" ON FOUND # 5 REBAR
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	PROPOSED ROAD CENTERLINE
	PROPOSED EASEMENT LINE
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	EXISTING 100 YEAR FLOODPLAIN
	PROPOSED 100 YEAR FLOODPLAIN



LEGACY VILLAGE SUBDIVISION FILING NO. 1

A PARCEL OF LAND SITUATED IN THE NORTH HALF OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO
SHEET 7 OF 8



MATCH LINE SHEET ?

MATCH LINE SHEET ?

NW1/4
SEC 13

NW1/4
SEC 13

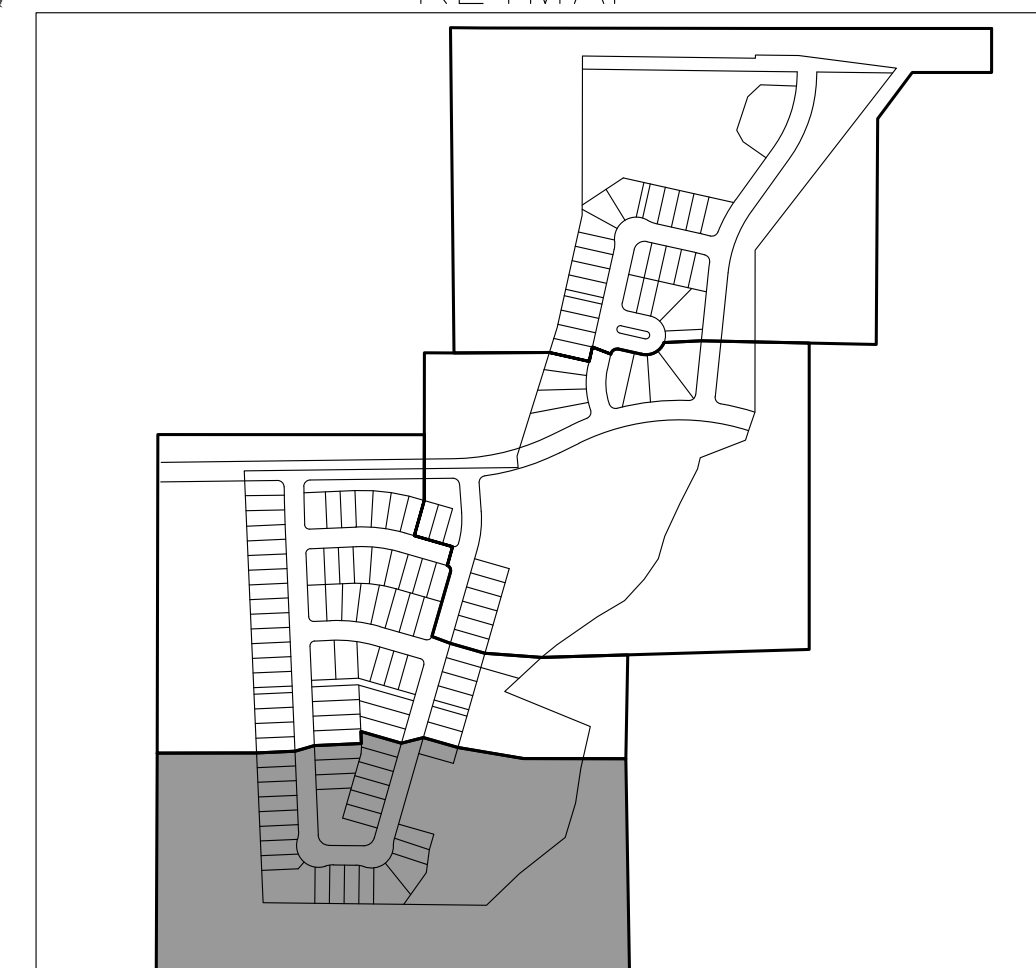
LEGACY VILLAGE
SUBDIVISION
FILING NO. 2

RITORO FILING NO. 1
OWNER: LAKE REAL ESTATES, LLC

SW1/4
SEC 13

RITORO FILING NO. 2
OWNER: LAKE REAL ESTATES, LLC

KEYMAP



LEGEND

	FOUND SECTION CORNER AS DESCRIBED
	SET #5 REBAR WITH 1-1/4" RED PLASTIC CAP "CVL PLS 34591"
	SET 1-1/4" RED PLASTIC CAP "PLS 34591" ON FOUND # 5 REBAR
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	PROPOSED ROAD CENTERLINE
	PROPOSED EASEMENT LINE
	EXISTING EASEMENT LINE
	EXISTING 100 YEAR FLOODPLAIN
	PROPOSED 100 YEAR FLOODPLAIN

0 25 0 50 100
SCALE: 1" = 50'

CML
a Westwood team

10333 E. Dry Creek Rd.
Suite 240
Englewood, CO 80112
Tel: 720.482.952
www.cvlinc.net
westwoods.com

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TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO
SHEET 8 OF 8

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	20.00'	82°41'48"	28.87'	N62°49'55"E	26.43'
C2	255.00'	1°35'41"	7.10'	N76°37'02"W	7.10'
C3	75.00'	19°05'08"	24.98'	S67°52'18"E	24.87'
C4	75.00'	18°42'53"	24.50'	N03°13'42"E	24.39'
C5	20.00'	90°00'00"	31.42'	S57°35'08"W	28.28'
C6	20.00'	90°00'00"	31.42'	S32°24'52"E	28.28'
C7	11.50'	180°00'00"	36.13'	N12°35'08"E	23.00'
C8	11.50'	180°00'00"	36.13'	S12°35'08"W	23.00'
C9	33.00'	90°00'00"	51.84'	S57°35'08"W	46.67'
C10	195.00'	1°35'41"	5.43'	N76°37'02"W	5.43'
C11	20.00'	85°05'13"	29.70'	N33°16'35"W	27.05'
C12	450.00'	3°21'02"	26.32'	S07°35'31"W	26.31'
C13	225.00'	1°35'41"	6.26'	N76°37'02"W	6.26'
C14	460.50'	35°08'01"	282.38'	N18°17'10"E	277.97'
C15	385.50'	29°51'16"	200.87'	S20°50'38"W	198.60'
C16	20.00'	86°48'45"	30.30'	N24°36'30"E	27.49'
C17	756.00'	4°11'52"	55.39'	S65°54'57"W	55.38'
C18	700.00'	8°32'37"	104.38'	N68°05'19"E	104.28'
C19	20.00'	85°30'31"	29.85'	S61°50'31"E	27.15'
C20	756.00'	8°11'49"	108.16'	N76°17'26"W	108.06'
C21	20.00'	86°18'21"	30.13'	S37°14'10"E	27.36'
C22	20.00'	86°19'29"	30.13'	S38°51'44"W	27.36'
C23	15.00'	90°00'00"	23.56'	N29°01'21"W	21.21'
C24	15.00'	90°14'15"	23.62'	N60°51'31"E	21.26'
C25	20.00'	86°25'17"	30.17'	N47°30'39"W	27.39'
C26	730.00'	1°54'08"	24.24'	N88°19'38"E	24.24'
C27	20.00'	90°00'00"	31.42'	N45°43'18"W	28.28'
C28	2530.00'	1°47'32"	79.14'	S01°37'04"E	79.14'
C29	15.00'	90°06'20"	23.59'	S47°27'40"E	21.23'
C30	2470.00'	1°41'12"	72.71'	S01°33'54"E	72.71'
C31	20.00'	90°00'00"	31.42'	S44°16'42"W	28.28'
C32	15.00'	90°00'00"	23.56'	S42°29'10"W	21.21'
C33	15.00'	90°00'00"	23.56'	S47°30'50"E	21.21'
C34	15.00'	90°00'00"	23.56'	N60°58'39"E	21.21'
C35	15.00'	90°00'00"	23.56'	S42°29'10"W	21.21'
C36	15.00'	90°00'00"	23.56'	N29°01'21"W	21.21'
C37	75.00'	19°40'55"	25.76'	N07°19'12"E	25.64'
C38	75.00'	19°19'27"	25.30'	S80°59'05"W	25.18'
C39	75.00'	19°19'27"	25.30'	N79°41'29"W	25.18'
C40	75.00'	16°37'51"	21.77'	S07°39'43"W	21.69'
C41	33.00'	74°40'09"	43.01'	N53°18'43"E	40.03'
C42	33.00'	86°50'22"	50.02'	S45°56'01"E	45.36'
C43	691.50'	7°56'12"	95.79'	N76°15'50"W	95.71'
C44	95.00'	33°04'46"	54.85'	N21°58'31"E	54.09'
C45	105.00'	27°53'19"	51.11'	S24°34'14"W	50.61'
C46	20.00'	95°21'05"	33.28'	N58°18'07"E	29.57'
C47	30.00'	95°21'05"	49.93'	N58°18'07"E	44.36'
C48	95.00'	27°53'19"	46.24'	S24°34'14"W	45.79'
C49	105.00'	32°03'56"	58.76'	N22°28'56"E	58.00'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S00°43'10"W	9.60'
L2	S00°43'10"W	9.60'
L3	S87°47'36"E	110.13'
L4	N46°49'10"E	54.24'
L5	N18°05'10"E	107.68'
L6	S28°37'48"E	40.15'
L7	S55°11'31"E	85.55'
L8	N00°04'38"E	10.00'
L9	S77°24'52"E	79.24'
L10	S77°24'52"E	79.24'
L11	N12°35'08"E	108.92'
L12	N12°35'08"E	107.37'
L13	S19°00'30"W	60.01'
L14	S17°42'16"W	30.09'
L15	S13°34'08"W	35.16'
L16	S48°58'51"W	44.93'
L17	N75°49'11"W	28.20'
L18	S75°49'11"E	26.11'
L19	N77°24'52"W	122.24'
L20	S00°43'10"W	9.60'
L21	S40°18'38"W	75.80'
L22	S35°46'15"W	121.01'
L23	N05°55'00"E	368.65'
L24	N36°40'13"W	12.04'
L25	N79°24'51"W	24.22'
L26	N10°43'19"E	6.34'
L27	S00°43'18"E	43.14'
L28	N00°43'18"W	43.14'
L29	N87°29'10"E	50.39'
L30	S87°29'10"W	50.39'
L31	N41°15'50"E	27.55'
L32	N15°58'39"E	24.23'
L33	N04°19'00"E	21.21'
L34	S09°46'04"W	4.50'
L35	S89°21'12"E	27.45'
L36	S89°21'12"E	33.08'
L37	N10°37'34"E	14.37'
L38	S74°01'21"E	21.04'
L39	N74°01'21"W	21.04'
L40	S10°37'34"W	14.37'

RESOLUTION 21R41

A RESOLUTION CONDITIONALLY APPROVING THE FINAL PLAT FOR CERTAIN PROPERTY WITHIN THE TOWN OF ELIZABETH KNOWN AS LEGACY VILLAGE SUBDIVISION FILING NO. 1

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

Section 1. The Final Plat for Legacy Village Subdivision Filing No. 1, attached hereto as **Exhibit A**, and incorporated herein by this reference, is hereby conditionally approved pursuant to Section 16-3-60 of the Town of Elizabeth Municipal Code, with the following conditions:

- A. Any construction within the defined FEMA floodzone of Gold Creek is prohibited until such time as a CLOMR (Conditional Letter of Map Revision) is approved by FEMA;
- B. Prior to recordation of the final plat, all required offsite easements and rights of way adjacent to Legacy Village Subdivision Filing No. 1 shall be executed and recorded;
- C. Developer shall obtain an access construction notice-to-proceed from the Colorado Department of Transportation prior to issuance of any building permits.
- D. Developer shall address and correct all redlined technical revisions prior to recordation of the final plat.

Section 2. The Subdivision Agreement, attached hereto as **Exhibit B**, is hereby approved and the Mayor is authorized to accept the same on behalf of the Town.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2021, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Megan Vasquez, Mayor

ATTEST

Michelle M. Oeser, Town Clerk

LEGACY VILLAGE

FILING 1 LANDSCAPE CONSTRUCTION PLANS

A PART OF THE NORTH HALF OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO

PLANT SCHEDULE

DECIDUOUS TREES	QTY	BOTANICAL NAME	COMMON NAME	ROOT	CALIPER/H.T.	HEIGHT	WIDTH
AEZ	10	Acer platanoides 'Emerald Queen'	Emerald Queen Maple	B & B	2"Cal	40' X 35'	
AF	33	Acer saccharum 'Fall Fiesta'	Sugar Maple	B & B	2"Cal	50' X 40'	
AO	3	Aesculus glabra	Ohio Buckeye	B & B	2"Cal	35' X 35'	
CS	21	Catalpa speciosa	Northern Catalpa	B & B	2"Cal	45' X 50'	
CO	25	Celtis occidentalis	Common Hackberry	B & B	2.5" CAL	50' X 40'	
GI	2	Gleditsia triacanthos 'Imperial'	Imperial Honeylocust	B & B	2"Cal	35' X 35'	
GS	14	Gleditsia triacanthos inermis 'Shademaster' TM	Shademaster Locust	B & B	2"Cal	40' X 30'	
GK	5	Gymnocladus dioica 'Espresso'	Kentucky Coffee Tree - 'Espresso'	B & B	2"Cal	60' X 40'	
QB	5	Quercus bicolor	Swamp White Oak	B & B	2"Cal	50' X 40'	
QM	6	Quercus macrocarpa	Burr Oak	B & B	2"Cal	60' X 40'	
GL	25	Tilia cordata 'Greenspire'	Greenspire Littleleaf Linden	B & B	2"Cal	50' X 35'	
AE	2	Ulmus x 'Frontier'	American Elm	B & B	2"Cal	50' X 40'	
EVERGREEN TREES	QTY	BOTANICAL NAME	COMMON NAME	ROOT	CALIPER/H.T.	HEIGHT	WIDTH
PF	7	Pinus flexilis 'Vanderwolf's Pyramid'	Vanderwolf's Pyramid Pine	B & B	8'-10" HT.	25' X 15'	
PN4	8	Pinus nigra	Austrian Black Pine	B & B	8'-10" HT.	50' X 30'	
PP6-8	3	Pinus ponderosa	Ponderosa Pine	B & B	6' Ht. Min.	70' X 40'	
ORNAMENTAL TREE	QTY	BOTANICAL NAME	COMMON NAME	ROOT	CALIPER/H.T.	HEIGHT	WIDTH
C12	3	Crataegus crus-galli 'Inermis'	Thornless Hawthorn	B & B	1.5"Cal	25' X 20'	
DECIDUOUS SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT/WIDTH		
BP	13	Buddleia davidii 'Purple Haze'	Purple Haze Butterfly Bush	5 gal	3' X 3'		
DKS	59	Caryopteris x clandonensis 'Dark Knight'	Blue Mist Spirea	5 gal	4' X 6'		
RB	3	Chrysothamnus nauseosus	Rabbitbrush	5 gal	4' X 6'		
CA	5	Cotoneaster acutifolius	Peking Cotoneaster	5 gal	10' X 6'		
CC2	4	Cotoneaster apiculatus	Coral Beauty Cotoneaster	5 gal	2' X 6'		
FN	12	Fosteria neomexicana	New Mexico Privet	5 gal	10' X 6'		
FT	15	Forsythia x 'Gold Leaf'	Forsythia 'Gold Leaf'	5 gal	5' X 5'		
FF	6	Forsythia x 'Northern Sun'	Northern Sun Forsythia	5 gal	10' X 8'		
DGN	4	Physocarpus opulifolius 'Dart's Gold'	Yellow Ninebark	5 gal	4' X 4'		
MN	3	Physocarpus opulifolius 'Diablo'	Diablo Ninebark	5 gal	7' X 7'		
PL	11	Physocarpus opulifolius 'Little Devil' TM	Dwarf Ninebark	5 gal	3'-4"		
PM	40	Potentilla fruticosa 'McKay's White'	McKay's White Bush Cinquefoil	5 gal	2' X 3'		
PB2	18	Prunus besseyi	Sand Cherry	5 gal	4' X 6'		
PLS	9	Prunus x cistena	Purple Leaf Sand Cherry	5 gal	8' X 6'		
RG	52	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	5 gal	2' X 8"		
RA	23	Rhus trilobata 'Autumn Amber'	Autumn Amber Sumac	5 gal	1.5' X 6"		
GC	8	Ribes aureum	Golden Currant	5 gal	6' X 6"		
RCW	7	Rosa Meiland series 'White'	White Meiland Rose	5 gal	2' X 3'		
SW	7	Spiraea japonica 'Anthony Waterer'	Anthony Waterer Spirea	5 gal	3' X 4'		
GFS	8	Spiraea japonica 'Goldflame'	Goldflame Spirea	5 gal	4' X 4'		
SN	21	Spiraea nipponica 'Snowmound'	Snowmound Spirea	5 gal	3' X 4'		
NFS	45	Spiraea x bumalda 'Neon Flash'	Neon Flash Spirea	5 gal	2' X 3'		
MKL	42	Syringa patula 'Miss Kim'	Miss Kim Lilac	5 gal	4' X 5'		
SP	8	Syringa x hyacinthiflora 'Pocahontas'	Pocahontas Lilac	5 gal	10' X 8"		
VL	6	Viburnum lantana 'Mohican'	Mohican Wayfaring Tree	5 gal	10' X 10"		
VA	7	Viburnum trilobum 'Compactum'	Compact American Cranberry Viburnum	5 gal	6' X 4"		
WEI	5	Weigela florida 'Fine Wine'	Fine Wine Weigela	5 gal	3' X 3'		
WT	18	Weigela florida 'Tango'	Tango Weigela	5 gal	2.5' X 3'		
EVERGREEN SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT/WIDTH		
JA2	8	Juniperus communis 'Alpine Carpet'	Alpine Carpet Juniper	5 gal	1.5' X 6"		
JA	15	Juniperus sabinna 'Arcadia'	Arcadia Juniper	5 gal	2' X 6"		
GRASSES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT/WIDTH		
PMG	25	Miscanthus purpurascens 'Autumn Red'	Autumn Red Flame Grass	1 gal	5' X 3'		
MG2	19	Miscanthus sinensis 'Gracillimus'	Maiden Grass	1 gal	4' X 5'		
MIS	38	Miscanthus sinensis 'Little Zebra'	Silver Grass	1 gal	4' X 3'		
MY	17	Miscanthus sinensis 'Variegatus'	Variegated Maiden Grass	1 gal	4' X 3'		
DMG	11	Miscanthus sinensis 'Yaku Jima'	Dwarf Maiden Grass	1 gal	4' X 4'		
MZ	16	Miscanthus sinensis 'Zebinus'	Zebra Grass	1 gal	6' X 4'		
MR	112	Muhlenbergia capillaris 'Regal Mist' TM	Muhly	1 gal	3' X 3'		
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT			
CC	568 sf	CRUSHER FINES	CRUSHER FINES - GREY	SF			
DM	52,283 sf	DETENTION SEED MIX	DETENTION SEED MIX	SF			
FF3	2,232 sf	FIBAR	FIBAR	SF			
SL2	395,431 sf	LOW GROW NATIVE SEED MIX	NONE	seed			
MTN	658 sf	MULCH, ROCK - MTN Granite	Mountain Granite 3/4"-1.5"	mulch			
SOD	35,103 sf	SOD - RTF WATER SAVER SOD OR EQUAL	NONE	sod			
COB	1,573 sf	WHITE RIVER ROCK	WHITE RVER ROCK - 1.5"-3"	Surface			
WM	12,412 sf	WOOD MULCH - SHREDDED CEDAR		mulch			

LANDSCAPE NOTES

- LANDSCAPE CONTRACTOR TO REFERENCE CIVIL ENGINEERING DRAWINGS REGARDING DRAINAGE AND EROSION CONTROL NOTES, DETAILS AND PROCEDURES.
- ALL WORK SHALL CONFORM TO LOCAL CITY AND COUNTY CODES. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THE LANDSCAPE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
- ALL UTILITY EASEMENTS SHALL REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH FOR USE OF MAINTENANCE EQUIPMENT ENTRY.
- SEE CIVIL ENGINEER'S DRAWINGS FOR GRADING AND DRAINAGE, EROSION CONTROL, PAVING AND SLEEVES, UTILITIES, AND OTHER ENGINEERED DETAILS.
- CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES.
- A PRE-CONSTRUCTION MEETING MAY BE REQUIRED BETWEEN THE LANDSCAPE CONTRACTOR, PROPERTY OWNER AND LANDSCAPE ARCHITECT BEFORE START OF CONSTRUCTION.
- CONTRACTOR SHALL MINIMIZE ALL DISTURBANCE TO NON-IMPACTED AREAS.
- SITE MUST BE CLEAN AND FREE OF ALL CONSTRUCTION DEBRIS BEFORE FINAL ACCEPTANCE.
- CONTRACTOR IS RESPONSIBLE FOR SETUP OF BARRICADES, WARNING SIGNAGE, OR OTHER PROTECTIVE DEVICES IF ANY EXCAVATIONS ARE LEFT EXPOSED AFTER ON-SITE WORK HOURS.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACQUIRE ALL NECESSARY PERMITS FOR CONSTRUCTION WORK WITHIN THE LOCAL JURISDICTION. A SEPARATE LANDSCAPE CONSTRUCTION PERMIT IS REQUIRED AND USE AND SALES TAX WILL BE COLLECTED. WATER CONNECTION FEES ARE TO BE PAID PRIOR TO THE METER SETTING. A BACK FLOW PERMIT AND INSPECTION IS REQUIRED PRIOR TO THE METER BEING INSTALLED IN THE VAULT.
- TOPSOIL IS TO BE STRIPPED & STOCKPILED ON-SITE FOR LATER USE.
- CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT OF ANY EXISTING OR NEW SITE IMPROVEMENTS DISTURBED OR DAMAGED DUE TO THEIR OPERATIONS. DAMAGED MATERIALS SHALL BE REPLACED/REPAIRED TO ITS PRIOR CONDITION.
- LOCATE ALL UTILITIES PRIOR TO ANY DIGGING OR LANDSCAPE PLANTING. CONTRACTOR SHALL HAND DIG ALL PLANTING PITS ADJACENT TO UTILITIES. IF UTILITIES ARE DAMAGED, REPAIRS SHALL BE MADE AT THE CONTRACTOR'S EXPENSE.
- PRIOR TO INSTALLATION OF PLANT MATERIALS, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE THOROUGHLY LOOSENEED & AMENDED.
- ALL LANDSCAPE AREAS SHALL RECEIVE SOIL AMENDMENT ROTOTILLED AT A MIN. 8" DEPTH AT A RATE OF 4 CUBIC YARDS PER 1,000 SF.
- CONTRACTOR SHALL SUBMIT SOIL AMENDMENT SPECIFICATIONS FOR APPROVAL PRIOR TO INSTALLATION.
- TURF, PLANT & GROUND COVER MATERIAL.
- ANY SUBSTITUTION OR ALTERATION OF PLANT OR LANDSCAPE MATERIALS IN LOCATION, SPECIES, TYPE, ETC. SHALL BE ALLOWED ONLY WITH APPROVAL OF THE LANDSCAPE ARCHITECT. OVERALL PLANT QUANTITY AND QUALITY TO BE CONSISTENT WITH APPROVED PLANS.
- ALL PLANT MATERIALS SHALL BE IN ACCORDANCE WITH AAN SPECIFICATIONS FOR NUMBER ONE GRADE.
- PROPOSED TREE LOCATIONS SHALL HAVE A MINIMUM SEPARATION OF 4' BETWEEN WATER OR SEWER SERVICE LINES AND A MINIMUM SEPARATION OF 10' BETWEEN WATER OR SEWER MAIN LINES. PROPOSED TREE LOCATIONS SHALL HAVE A MINIMUM SEPARATION OF 4' BETWEEN GAS LINES.
- ALL PROPOSED IRRIGATED TURF AREAS SHALL BE SODDED WITH THE BLEND SPECIFIED IN THESE PLANS. SOD SHALL BE LAID ON A FIRM BED

LANDSCAPE AREA TABULATIONS

LANDSCAPE AREA LOCATION	LANDSCAPE/OPEN SPACE AREA (SF.)	TREES (1 TREE PER 1,500 SF)		SHRUBS (5 SHRUBS PER 1,500 SF)	
		REQ'D.	PROVIDED	REQ'D.	PROVIDED
PRIMARY PARK (TRACT I)	30,556	20	21	102	165
TRACT P POCKET PARK	21,055	14	15	70	70
TOTALS	51,611	34	36	172	235

STREET TREE TABULATIONS

STREET NAME	TREES	
	REQ'D.	PROVIDED
CORNER	1.8	1
DARTON STREET	1.85	48
BRISTLE COCKE TRAIL	968	26
JPLAND LAKE	23	1
TOTALS	1,849	121

LIVE PLANT MATERIAL

PLANT MATERIAL	Square Footage (SF)	Area (Acres)	Percentage
LIVING (MIN. 75%)			
A. BLUEGRASS SOD	35,188	0.8	
B. LOW GROW NATIVE SEED MIX	395,431	9.1	
C. DETENTION SEED MIX	52,283	1.2	
TOTAL:	482,902	11.1	97%
NON-LIVING			
A. CRUSHER FINES	568	0.0	
B. FIBAR	2,232	0.1	
B. GRANITE ROCK MULCH	658	0.0	
C. WHITE RIVER ROCK	1,573	0.0	
D. WOOD MULCH	12,412	0.3	
TOTAL:	17,443	0.4	3%
TOTAL LANDSCAPED AREA	500,345	11.5	100.0%

SEED & SOD MIXES

COMMON NAME	% MIX
COMMON WHEATGRASS	20%
SLENDER WHEATGRASS	15%
MEADOW FESCUE	10%
PUBESCENT WHEATGRASS	10%
HARD FESCUE	10%
CANADA BLUEGRASS	10%
INDIAN GRASS	8%
SIDE-OATS GRAMA	7%
BLUE GRAMA	5%
SWITCHGRASS	5%
TOTAL	100%

SEED RATE: 15-20 LBS/AC. (DRILLED)
SUPPLIER: ARKANSAS VALLEY SEED

PRODUCT	SUPPLIER
ENVIROTURF	TURF MASTER

OPEN SPACE CALCULATIONS

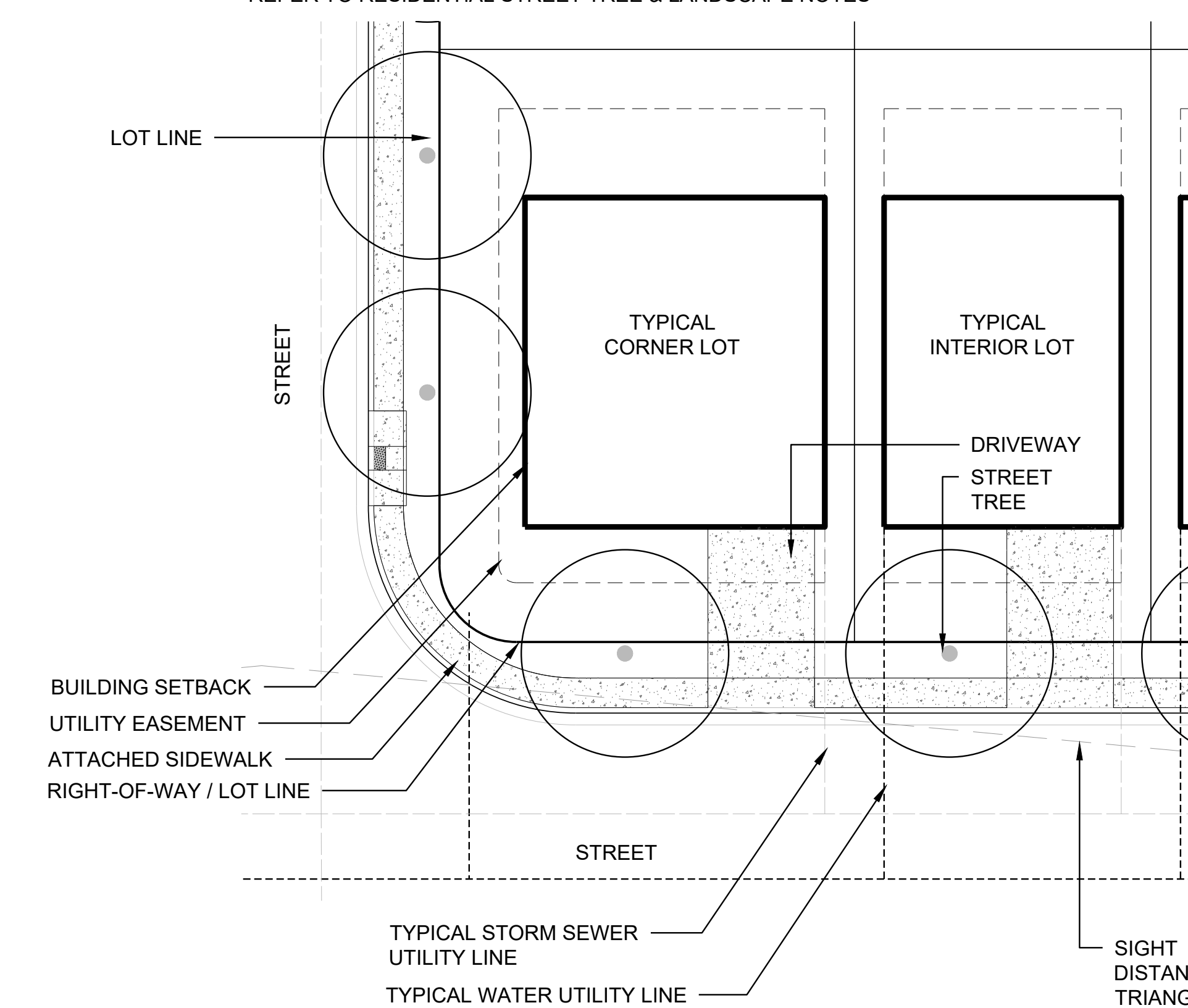
20% OPEN SPACE REQUIREMENT		
Tract	Area (Acres)	Percentage
TRACT C	0.049	
TRACT E	0.332	
TRACT G	0.090	
TRACT H	2.700	
TRACT I	7.791	
TRACT J	0.663	
TRACT K	0.123	
TRACT M	0.148	
TRACT N	0.051	
TRACT O	5.907	
TRACT P	0.483	
Total Open Space	18.337	35.8%
Total Project Area	51.285	100%

10% ACTIVE OPEN SPACE REQUIREMENT

Tract	Area (Acres)	Percentage	Area Description
TRACT C	0.045		Tract includes trail / pedestrian access.
TRACT G	0.090		Tract includes trail / pedestrian access.
TRACT I (partial)	5.700		Tract includes trail / pedestrian access, park, playground, shelter & seating
TRACT M	0.148		Tract includes trail / pedestrian access.
TRACT O (partial)	0.380		Tract includes trail / pedestrian access.
TRACT P	0.048		Tract includes trail / pedestrian access, turf lawn & seating.
Total Active Open Space	6.411	12.5%	
Total Project Area	51.285	100%	

RESIDENTIAL STREET TREE TYPICAL LAYOUT

* REFER TO RESIDENTIAL STREET TREE & LANDSCAPE NOTES



RESIDENTIAL STREET TREE & LANDSCAPE NOTES

- STREETS WITH RESIDENTIAL LOT FRONTAGE SHALL REQUIRE, AT MINIMUM, (1) DECIDUOUS TREE PER (40) LINEAR FEET OF STREET FRONTAGE. TREES MUST BE PLACED WITHIN 10' OF THE BACK OF PAVEMENT OR CURB LINE. IF 40' TREE SPACING IS NOT ALLOWED DUE TO SITE OR UTILITY CONFLICTS, A MINIMUM OF (1) STREET TREE PER LOT FRONTAGE IS ACCEPTABLE.
- STREET TREES MAY BE FIELD ADJUSTED TO ACCOMMODATE RESIDENTIAL DRIVEWAYS, UTILITIES AND STREET LIGHTS. RESIDENTIAL STREET TREES MUST BE MAINTAINED A MINIMUM OF 30' FROM STREET LIGHTS (20' IF ORNAMENTAL).
- STREET TREES SHALL BE LOCATED TO PROVIDE A MINIMUM OF 50' OF VISUAL CLEARANCE FROM ALL TRAFFIC SIGNS.
- TREES WITHIN SIGHT DISTANCE TRIANGLES MUST BE LIMBED UP TO A MINIMUM OF 8' ABOVE CURB FLOW LINE.
- NO RESIDENTIAL LOT MAY HAVE PLANTINGS TALLER THAN 30' ABOVE ADJACENT CURB FLOW LINE WITHIN SIGHT DISTANCE TRIANGLES.

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EBB J.V., LLC
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7108 SOUTH ALTON WAY
ENGLEWOOD, CO 80112
(303) 307-6651

LEGACY VILLAGE
ELIZABETH, CO
FILING 1 LANDSCAPE CONSTRUCTION DRAWINGS
LANDSCAPE NOTES

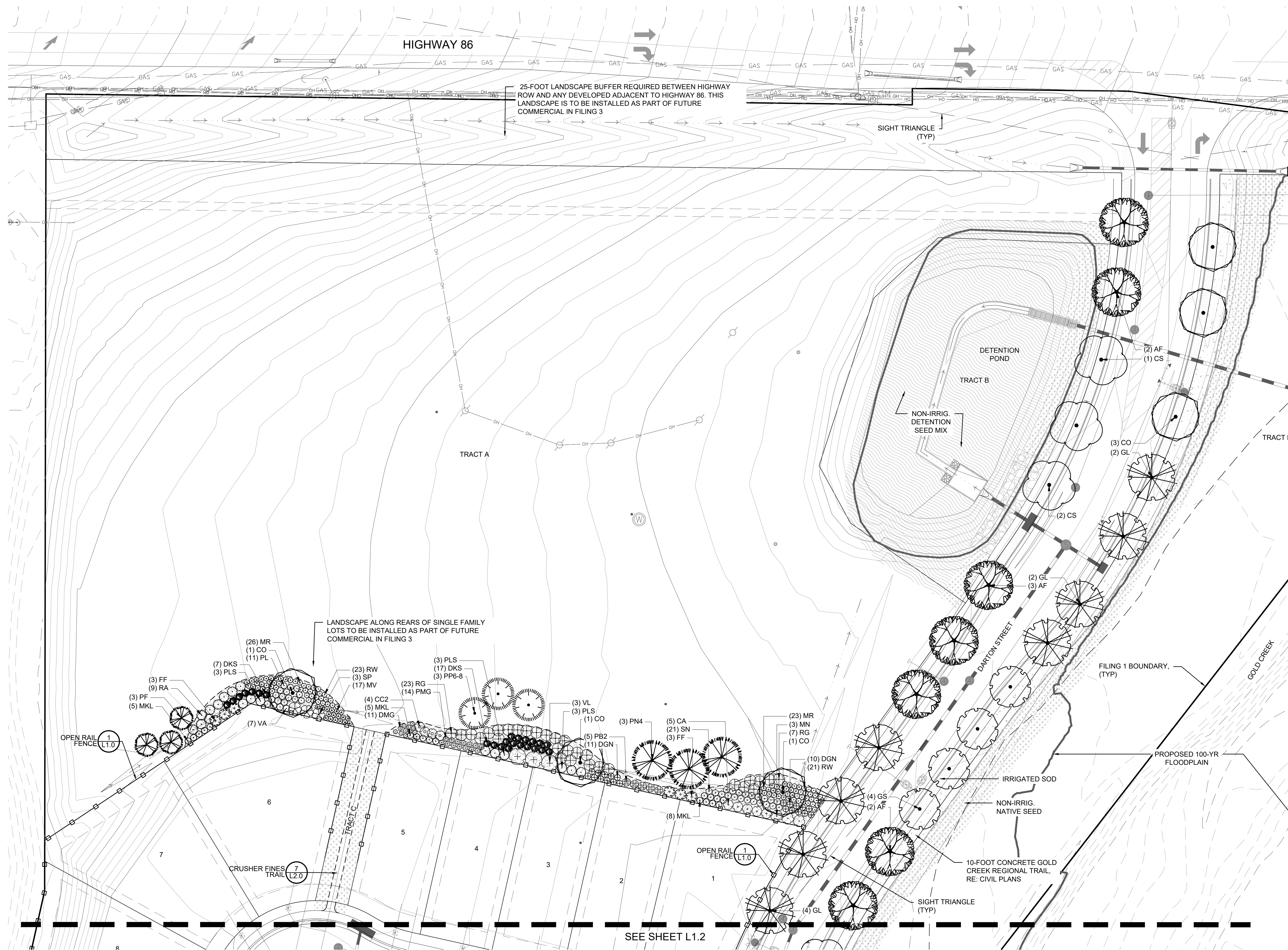
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FILE NO:
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SHEET NUMBER

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LEGACY VILLAGE

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 A PART OF THE NORTH HALF OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
 TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO



LANDSCAPE LEGEND

- DECIDUOUS TREE
- EVERGREEN TREE
- SHRUBS
- EDGER
- OPEN RAIL FENCE
- MAILBOX KIOSK
- CRUSHER FINES
- DETENTION SEED MIX
- LOW GROW NATIVE SEED MIX
- SOD - RTF WATER SAVER SOD
- RIVER ROCK
- WOOD MULCH SHREDDED CEDAR

KEYMAP

SCALE: 1"=30'-0"

SCALE: 0 10' 20' 30' 60'

SCALE: NORTH

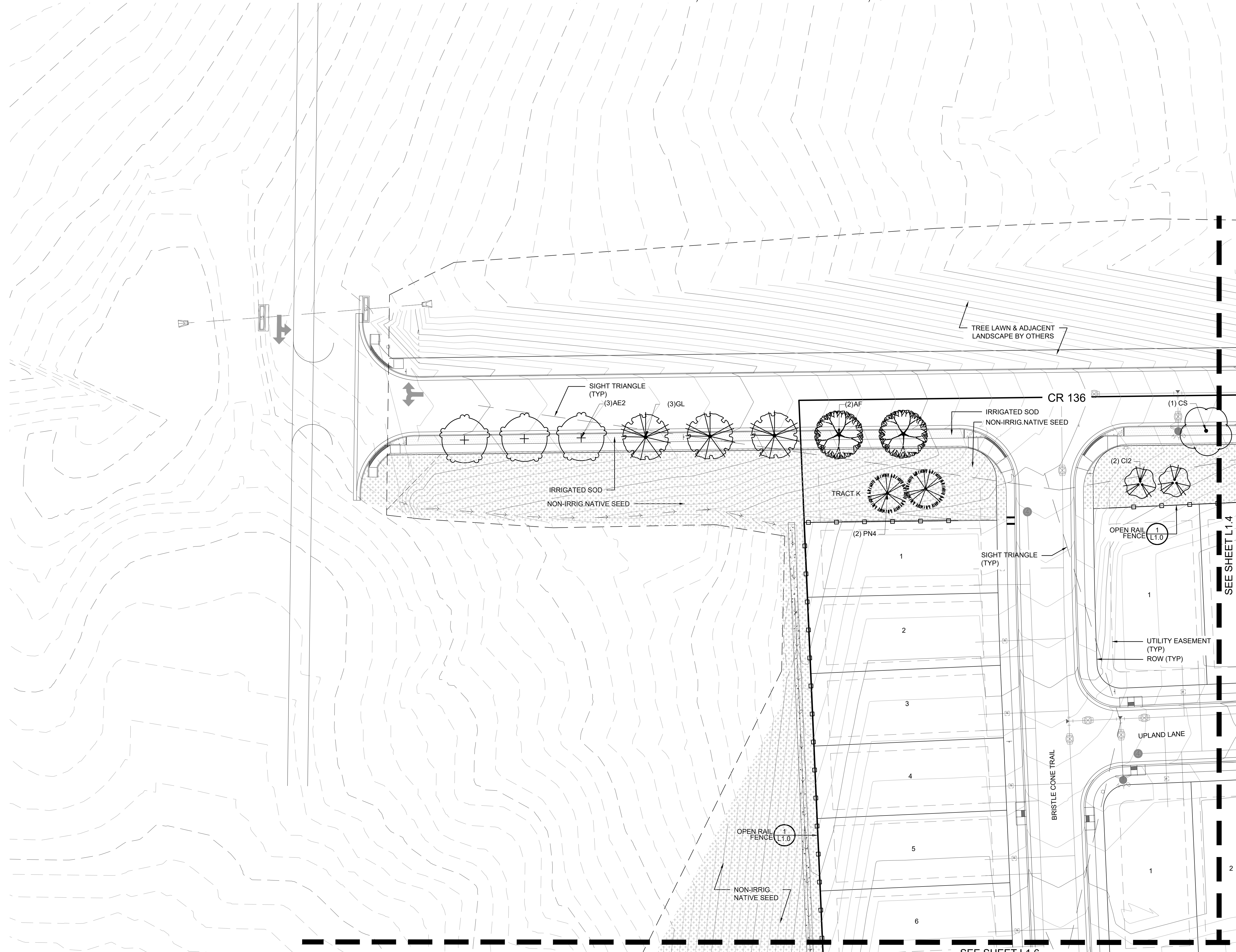
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	Revisions
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SCALE:	FILE NO:
GG	8130147404
PCS	SEPTEMBER 2021
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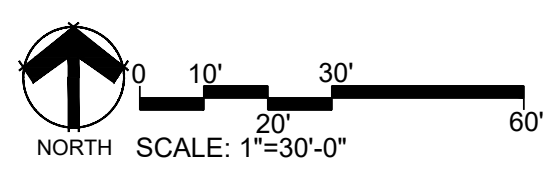
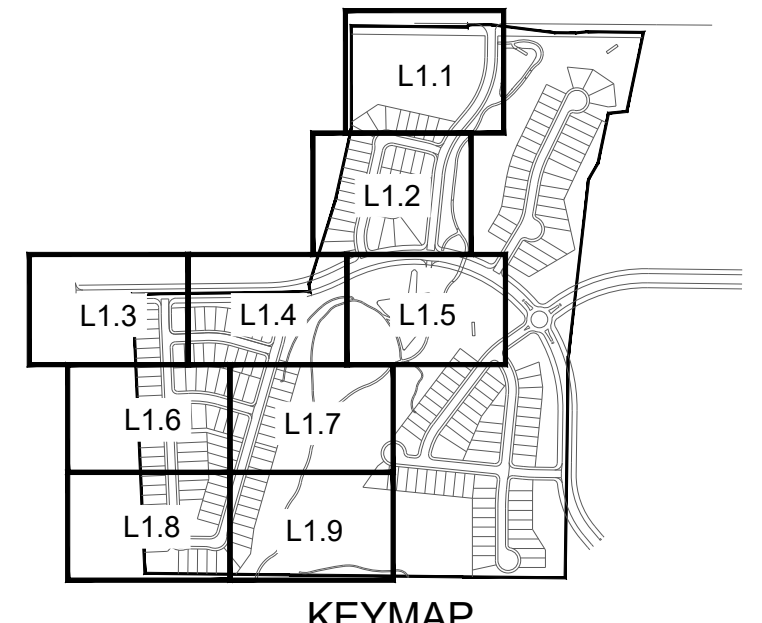
LEGACY VILLAGE

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A PART OF THE NORTH HALF OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO



- LANDSCAPE LEGEND**
- DECIDUOUS TREE
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<p>EBB J.V. LLC CONTACT: JIM MARSHALL 7108 SOUTH ALTON WAY ENGLEWOOD, CO 80112 (303) 307-6661</p>	<p>LEGACY VILLAGE ELIZABETH, CO</p>	<p>FILING 1 LDSCP CONSTRUCTION DRAWINGS LANDSCAPE PLAN</p>
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<p>SHEET NUMBER</p>		<p>L1.3</p>

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A PART OF THE NORTH HALF OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO



LANDSCAPE LEGEND

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	EVERGREEN TREE
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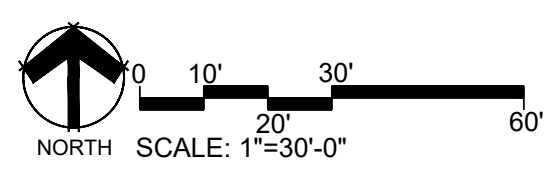
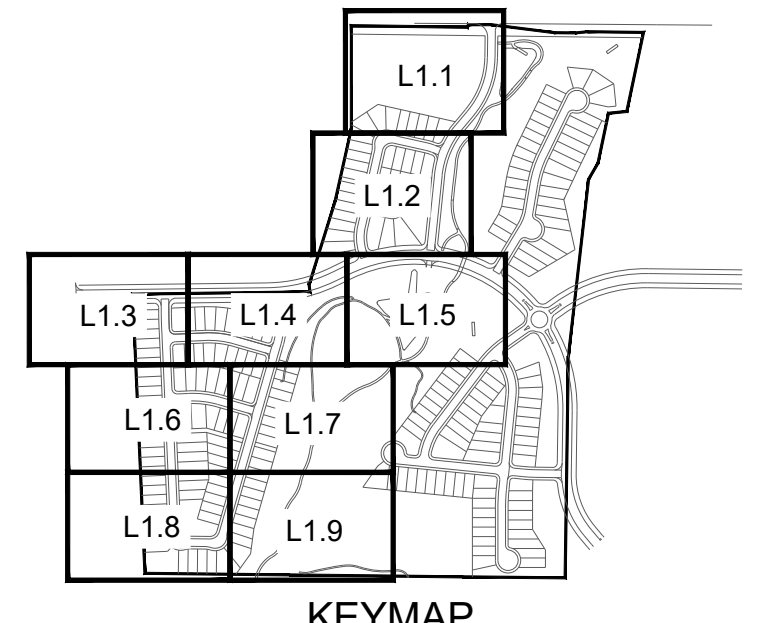
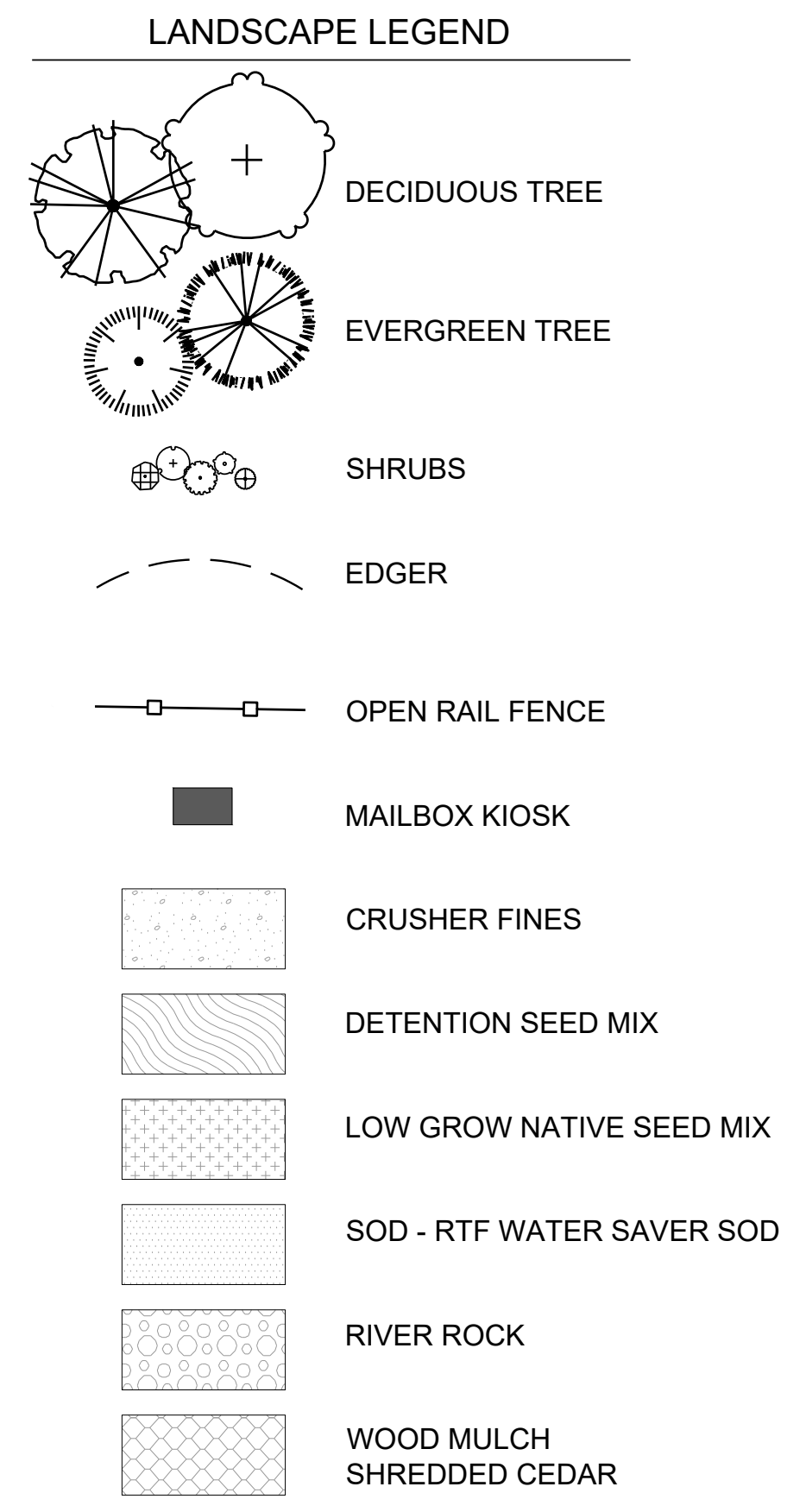
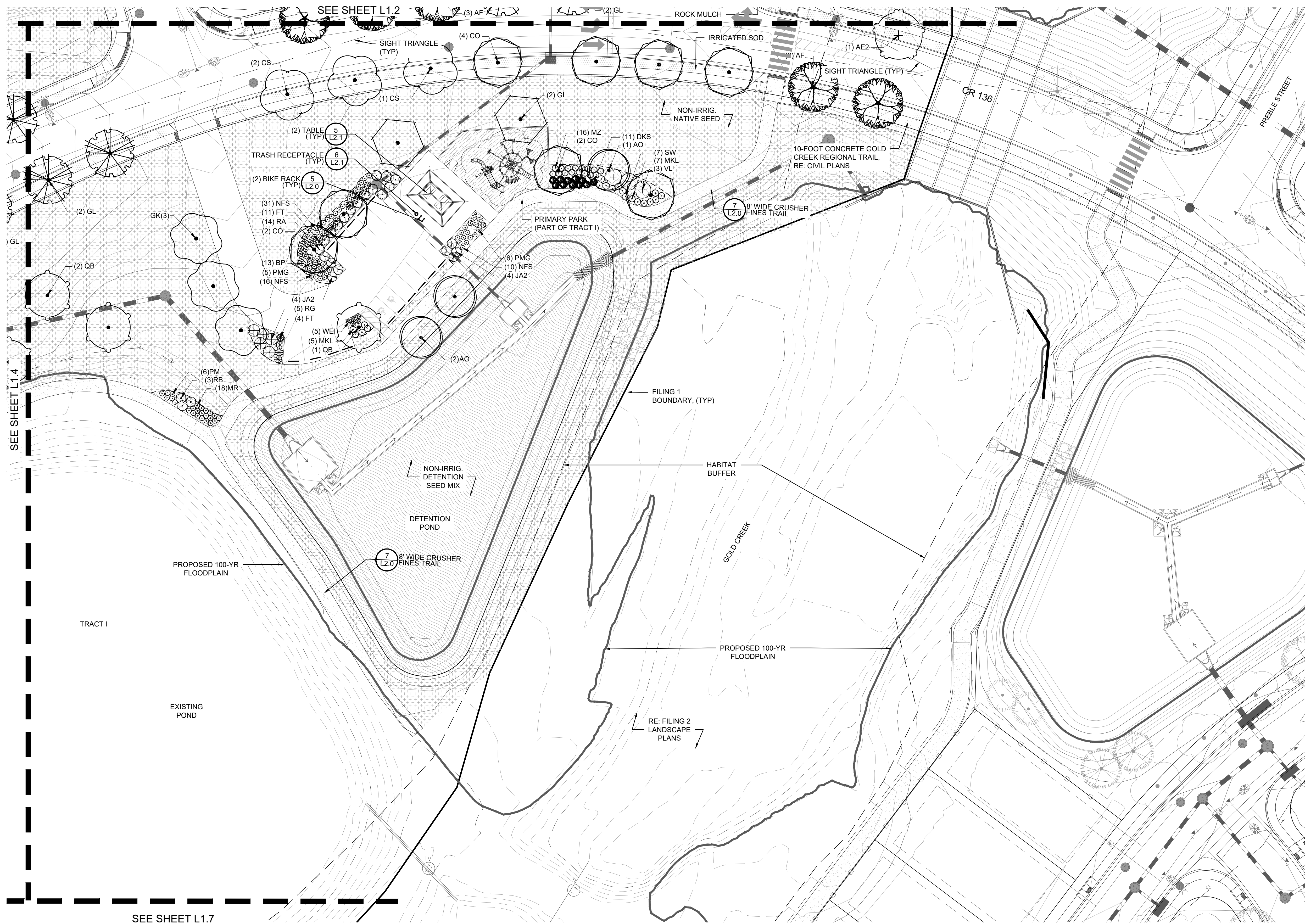
<p>PCG GROUP, INC. www.pcggroup.com PO BOX 18297 DENVER, CO 80218 ATTN: JOHN PRESTWICH 303.551.4905</p> <p>creating spaces people</p> <p>EBB J.V. LLC CONTACT: JIM MARSHALL 7108 SOUTH ALTON WAY ENGLEWOOD, CO 80112 (303) 307-6661</p> <p>LEGACY VILLAGE ELIZABETH, CO</p> <p>FILING 1 LDSCP CONSTRUCTION DRAWINGS LANDSCAPE PLAN</p> <p>SCALE: DRAWN BY: GG CHECKED BY: PCS DATE: SEPTEMBER 2021</p> <p>SHEET NUMBER L1.4</p>	<p>Item 5.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>No.</th> <th>Revisions</th> <th>Date</th> <th>Appr.</th> <th>Date</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	No.	Revisions	Date	Appr.	Date					
No.	Revisions	Date	Appr.	Date							

ELIZABETH LANDSCAPE ARCHITECTURE CURRENT DWG(S) FILE 1 LANDSCAPE CDS DWG, GARRETT, 9/27/21

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A PART OF THE NORTH HALF OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO



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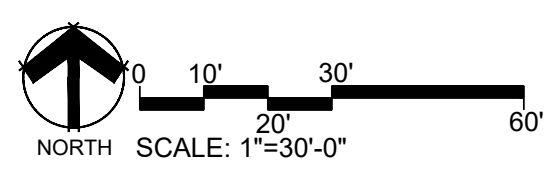
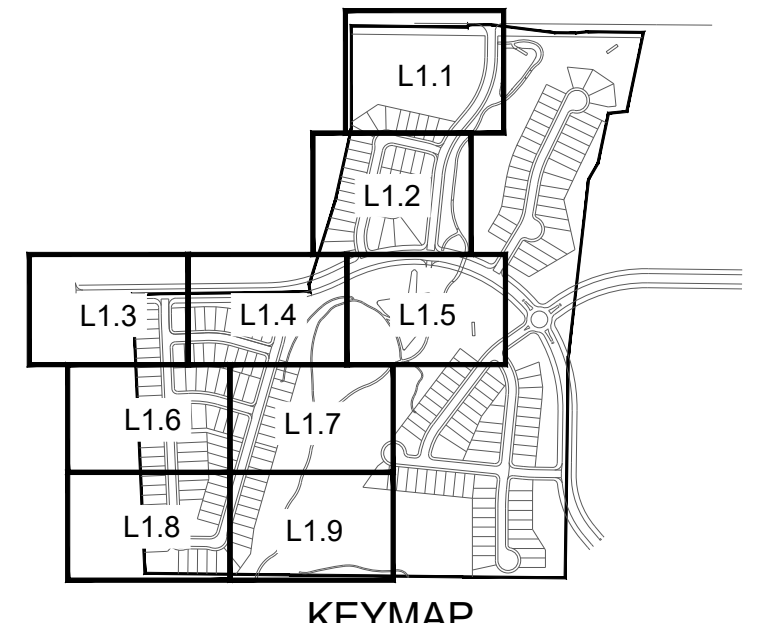
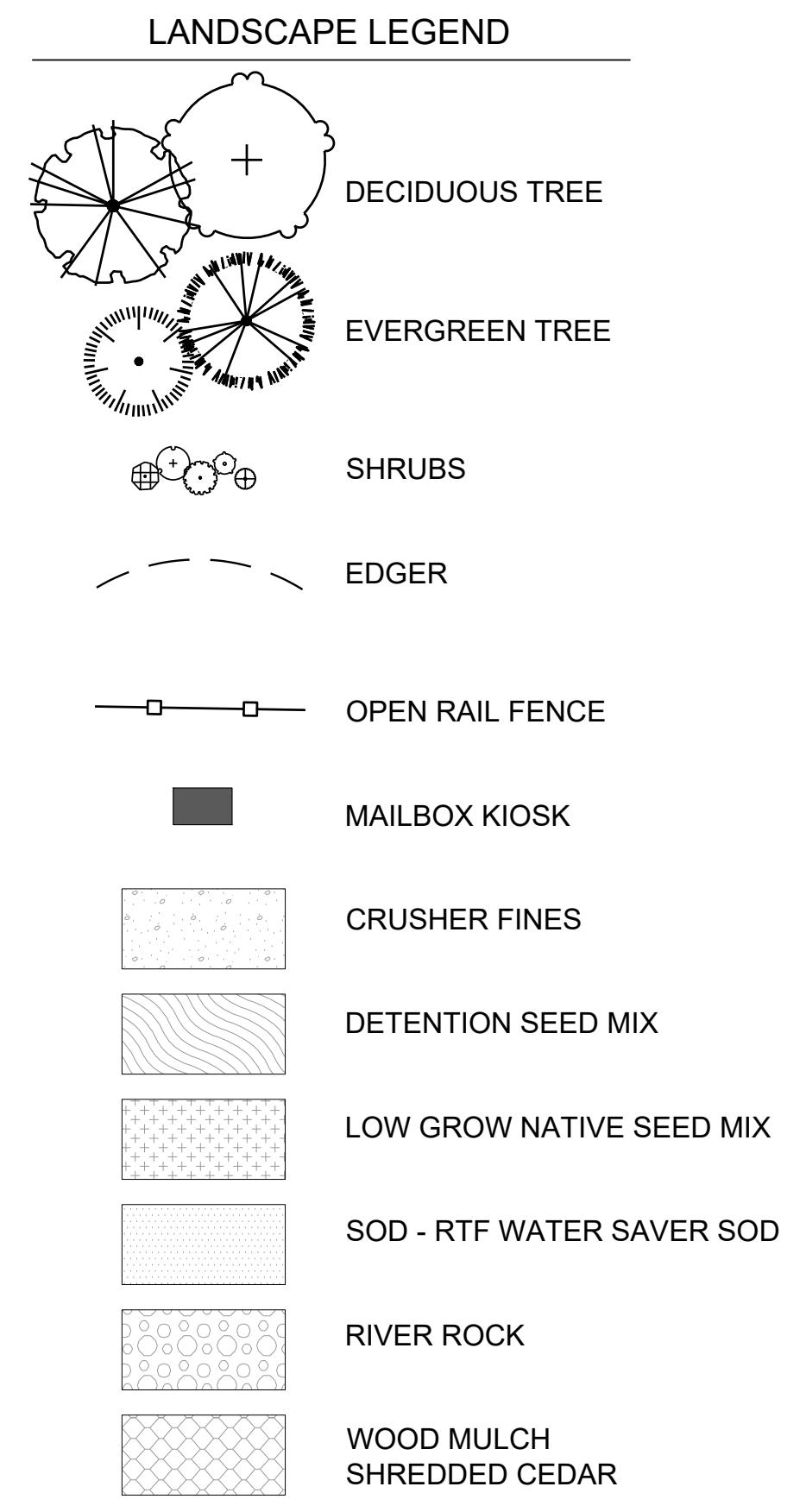
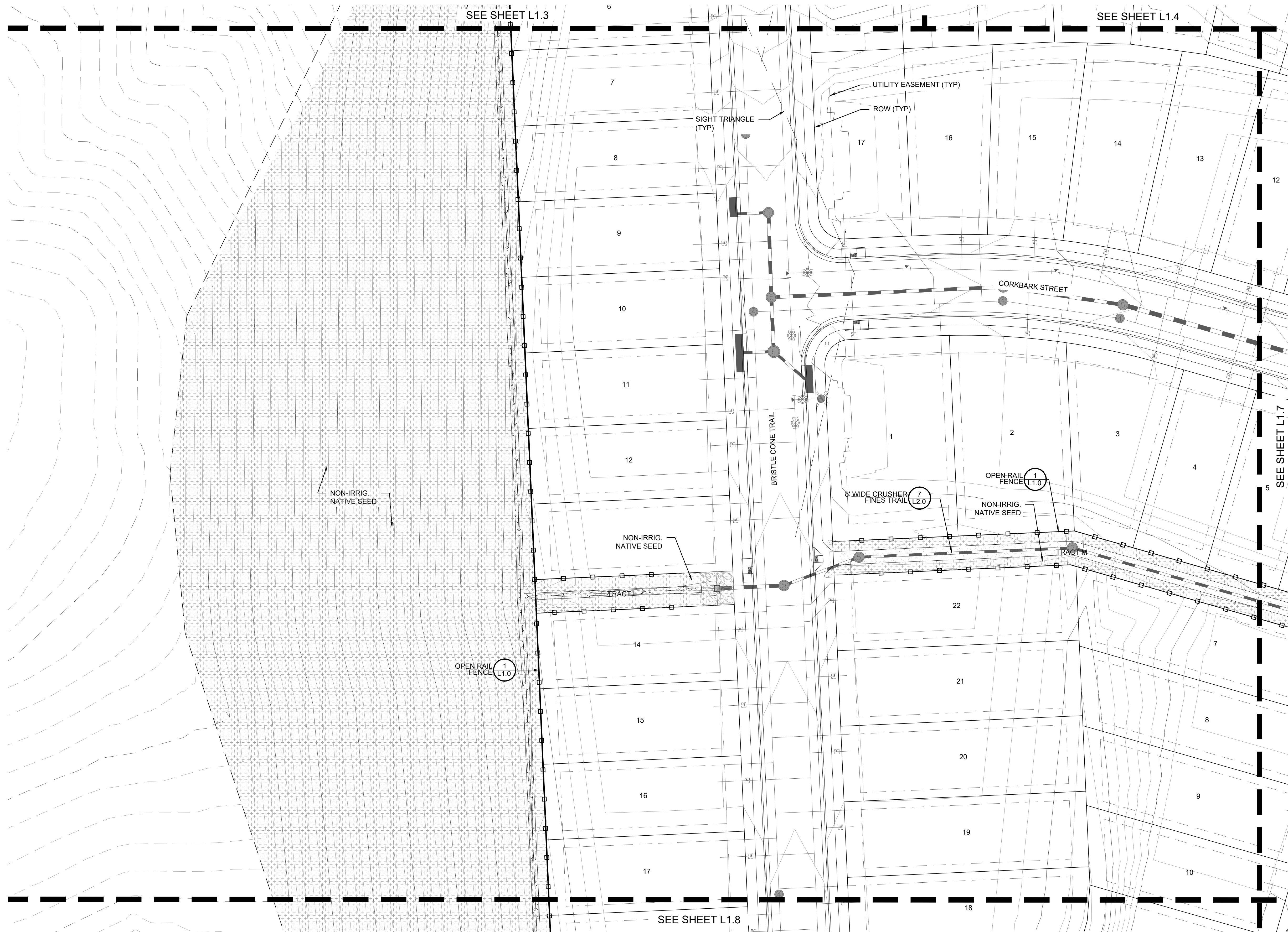
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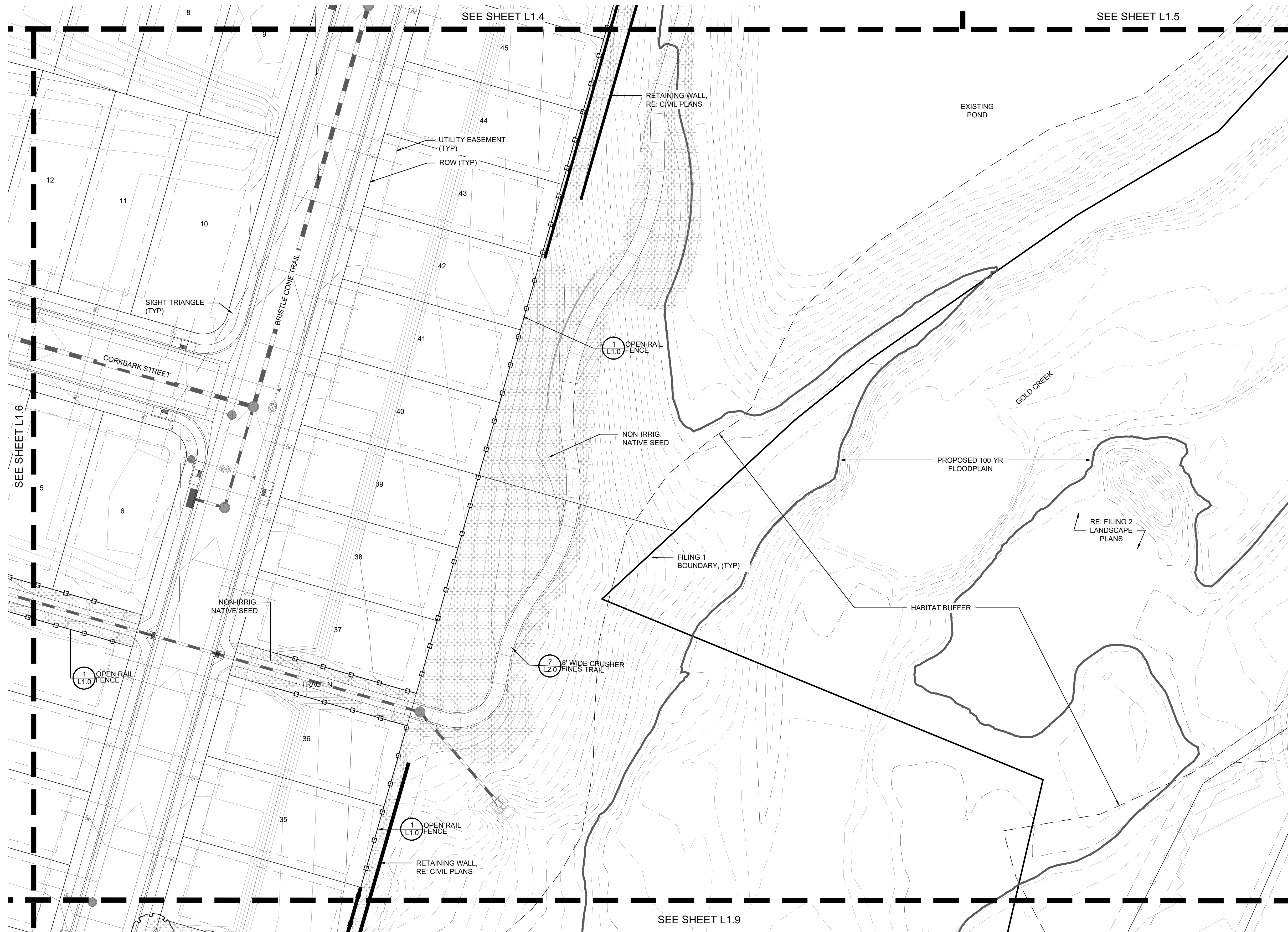
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<p>FILING 1 LDSCP CONSTRUCTION DRAWINGS LANDSCAPE PLAN</p>		<p>Date</p>
<p>SCALE:</p>	<p>FILE NO: 8130147404</p>	<p>Date</p>
<p>DRAWN BY: GG</p>	<p>CHECKED BY: PCS</p>	<p>Date</p>
<p>DATE: SEPTEMBER 2021</p>		<p>Date</p>
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<p>L1.6</p>		<p>Date</p>

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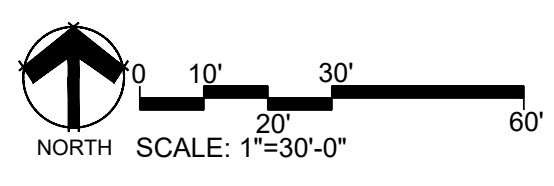
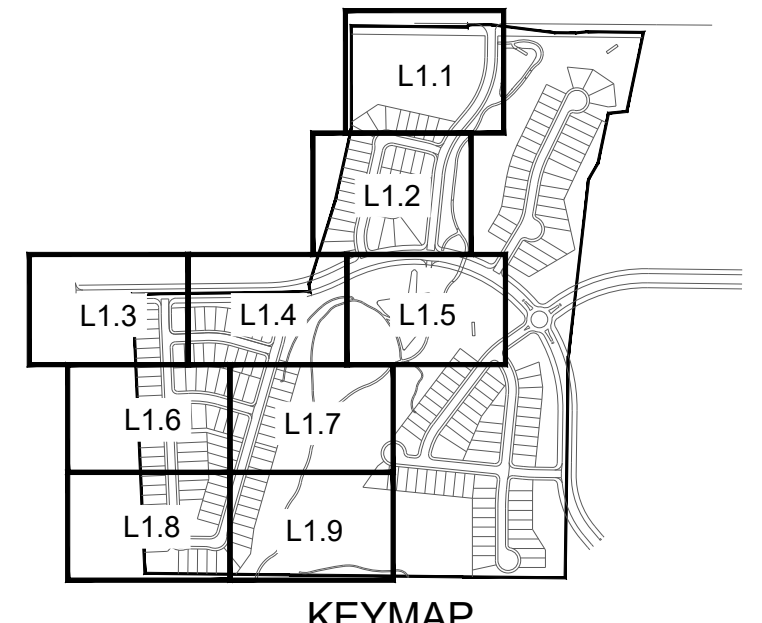
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- ### LANDSCAPE LEGEND
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 - WOOD MULCH SHREDDED CEDAR



Revisions		No.	Date	Appr.	Date

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LEGACY VILLAGE
ELIZABETH, CO
 FILING 1 LDSCP CONSTRUCTION DRAWINGS
 LANDSCAPE PLAN

DRAWN BY: GG

CHECKED BY: PCS

DATE: SEPTEMBER 2021

SCALE: 1"=30'-0"

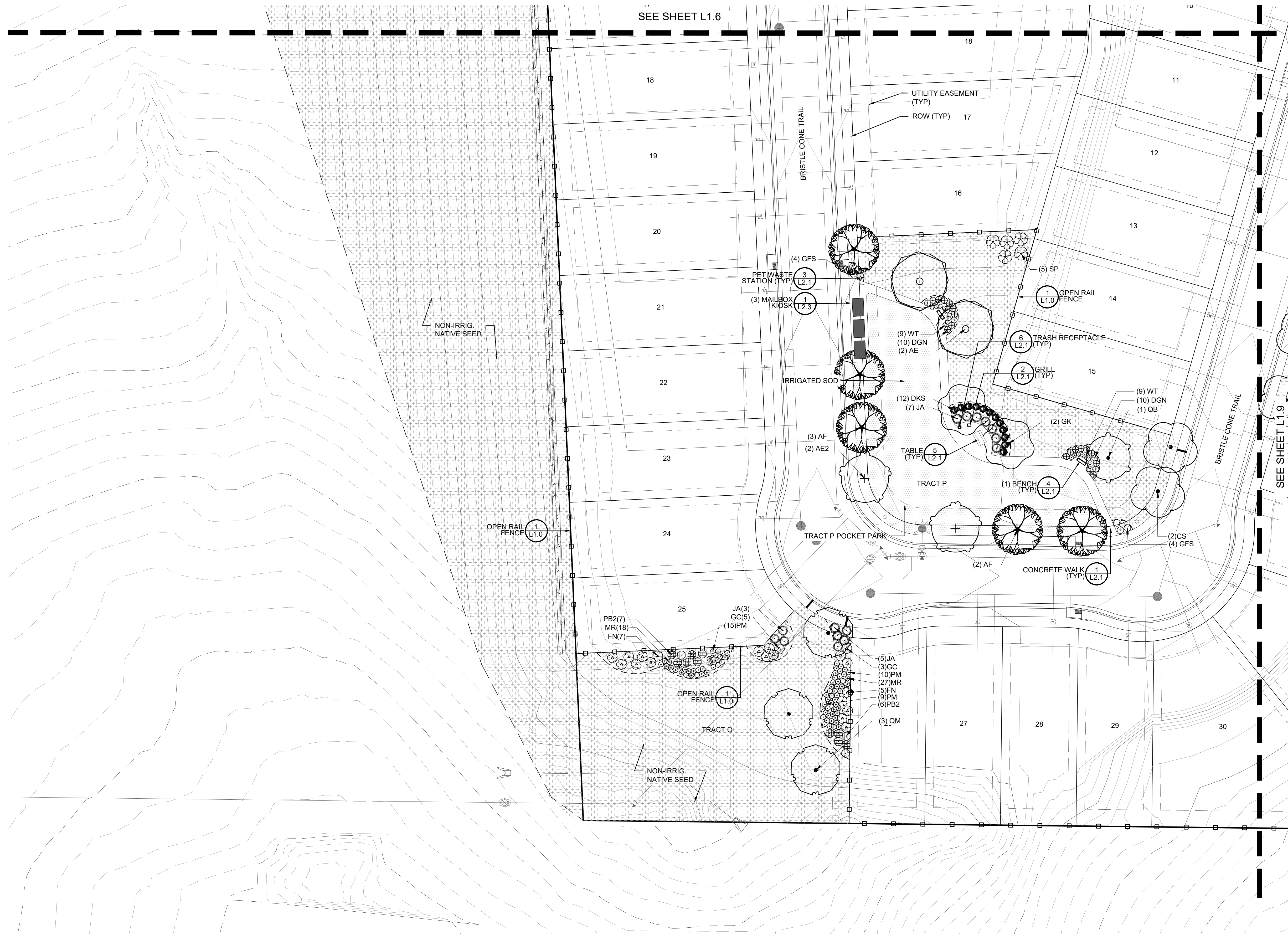
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LEGACY VILLAGE

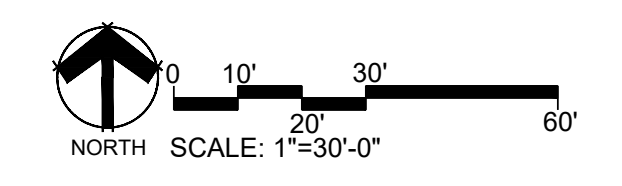
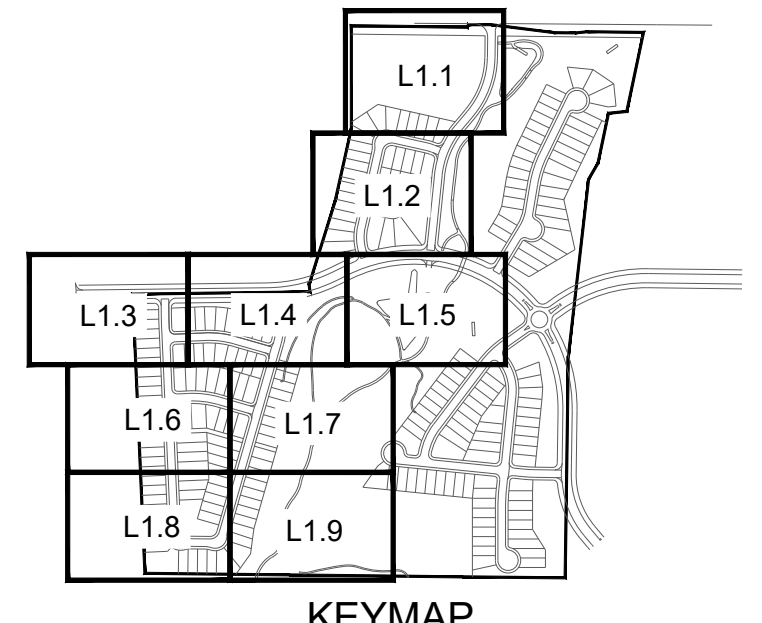
FILING 1 LANDSCAPE CONSTRUCTION PLANS

A PART OF THE NORTH HALF OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO



LANDSCAPE LEGEND

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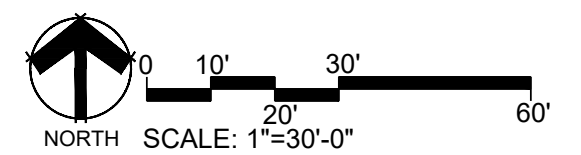
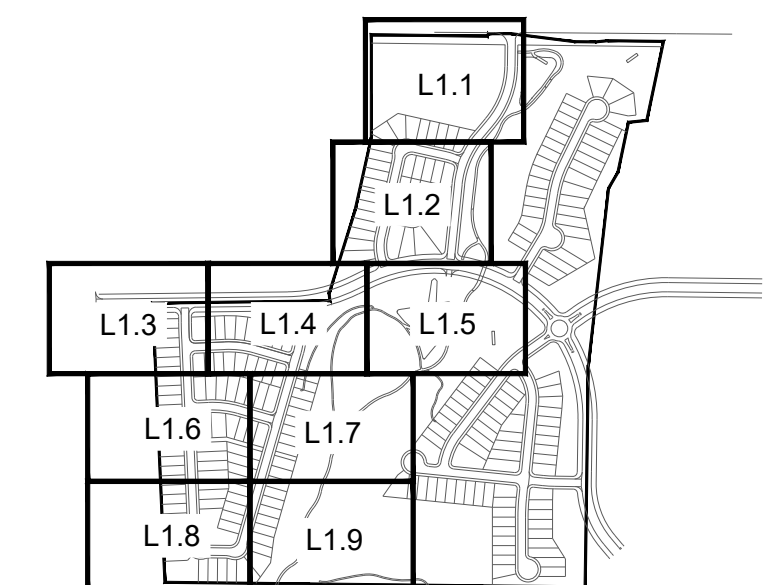
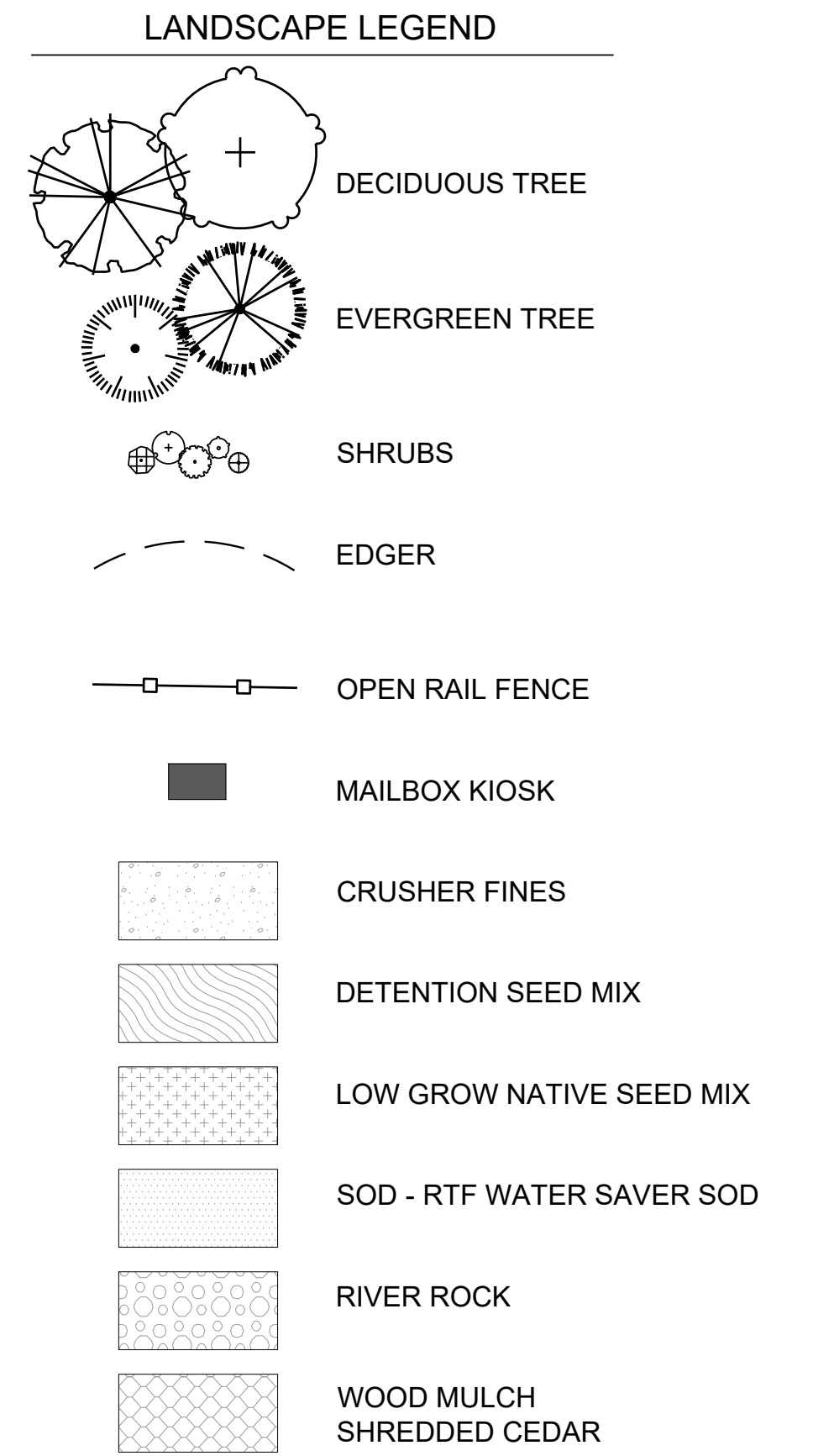
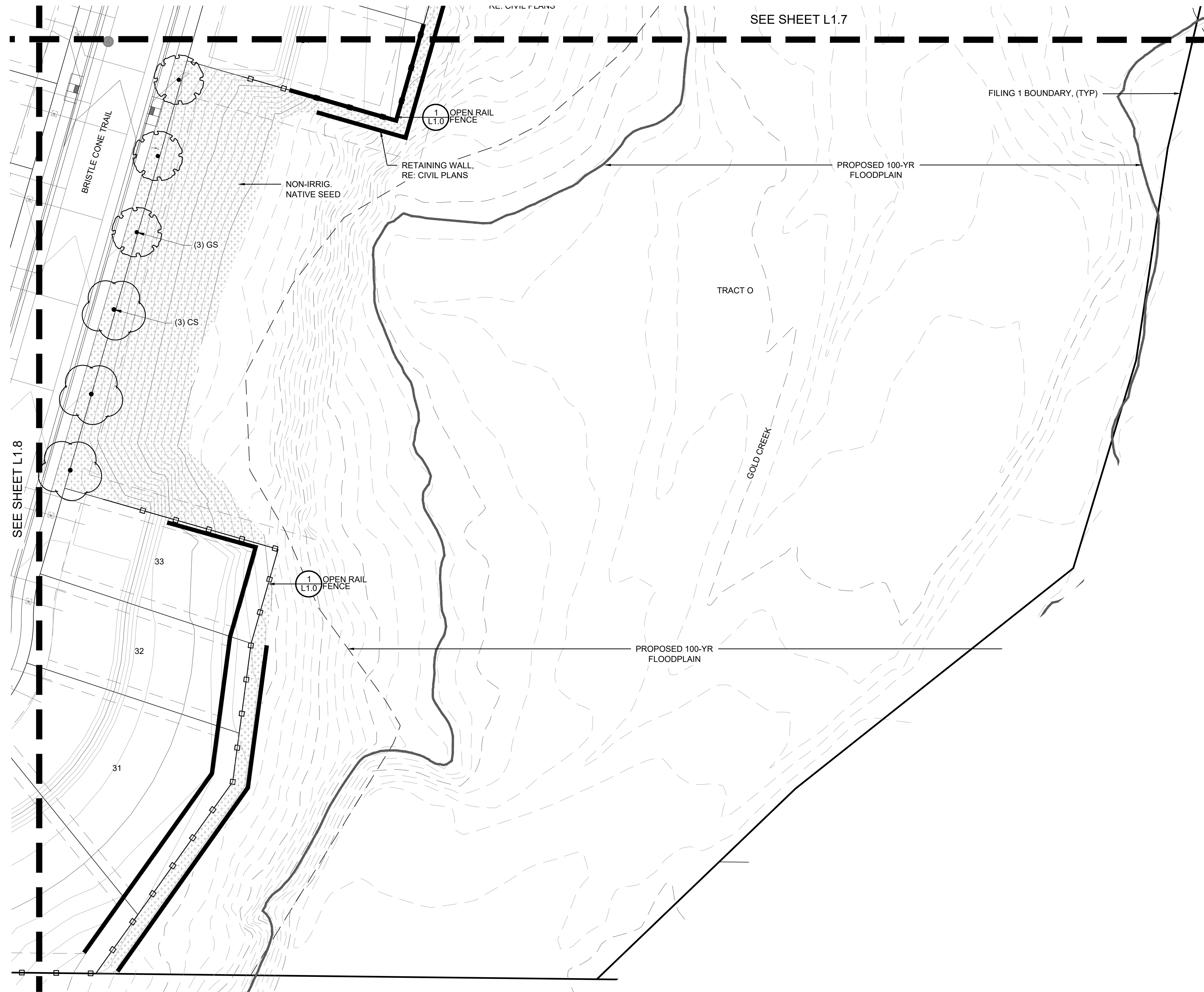
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SCALE:	FILE NO:	8130147404
DRAWN BY: GG	CHECKED BY: PCS	DATE: SEPTEMBER 2021
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LEGACY VILLAGE

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LEGACY VILLAGE ELIZABETH, CO FILING 1 LDSCP CONSTRUCTION DRAWINGS LANDSCAPE PLAN					
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Revisions					
No.	Date	Init.	Appr.	Date	

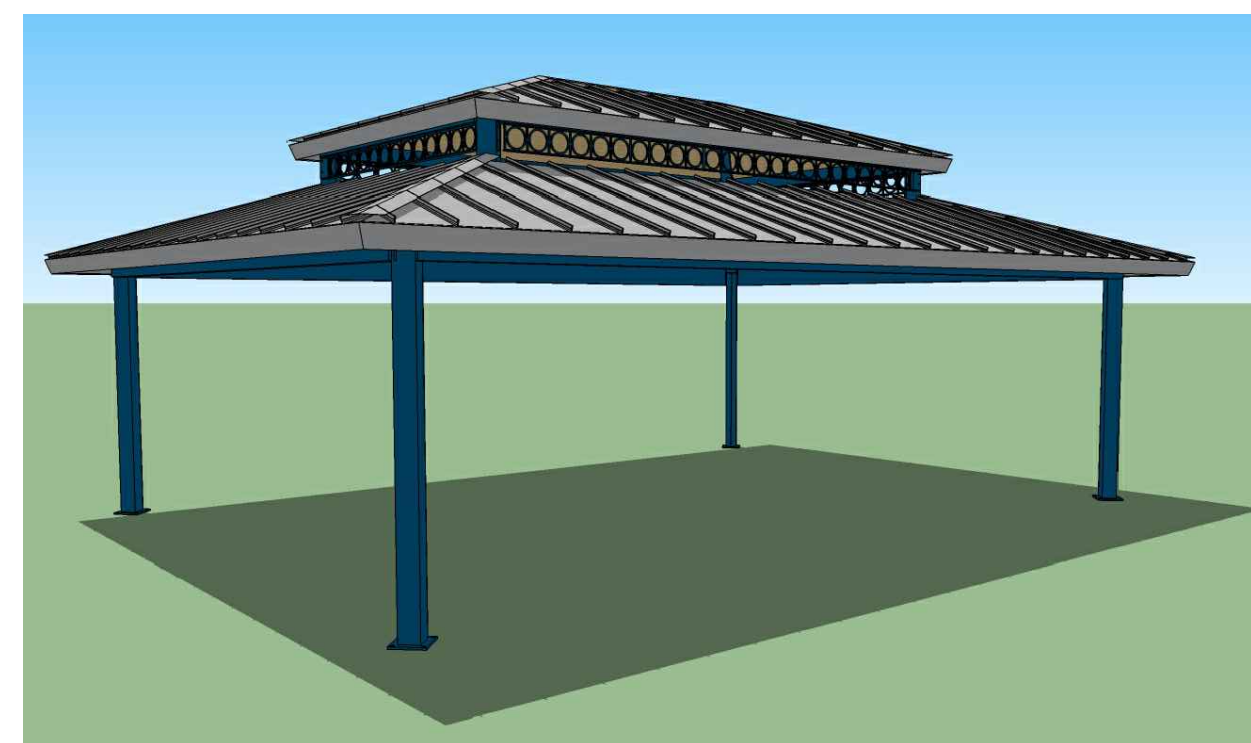
LEGACY VILLAGE

FILING 1 LANDSCAPE CONSTRUCTION PLANS

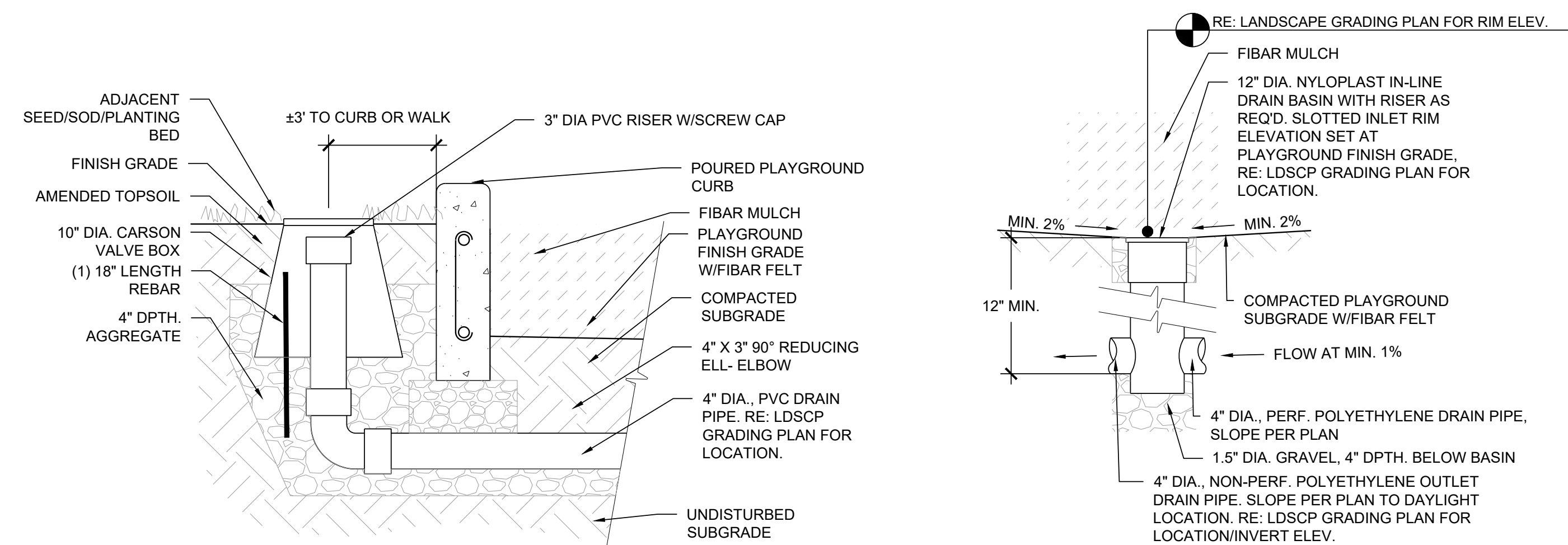
A PART OF THE NORTH HALF OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO



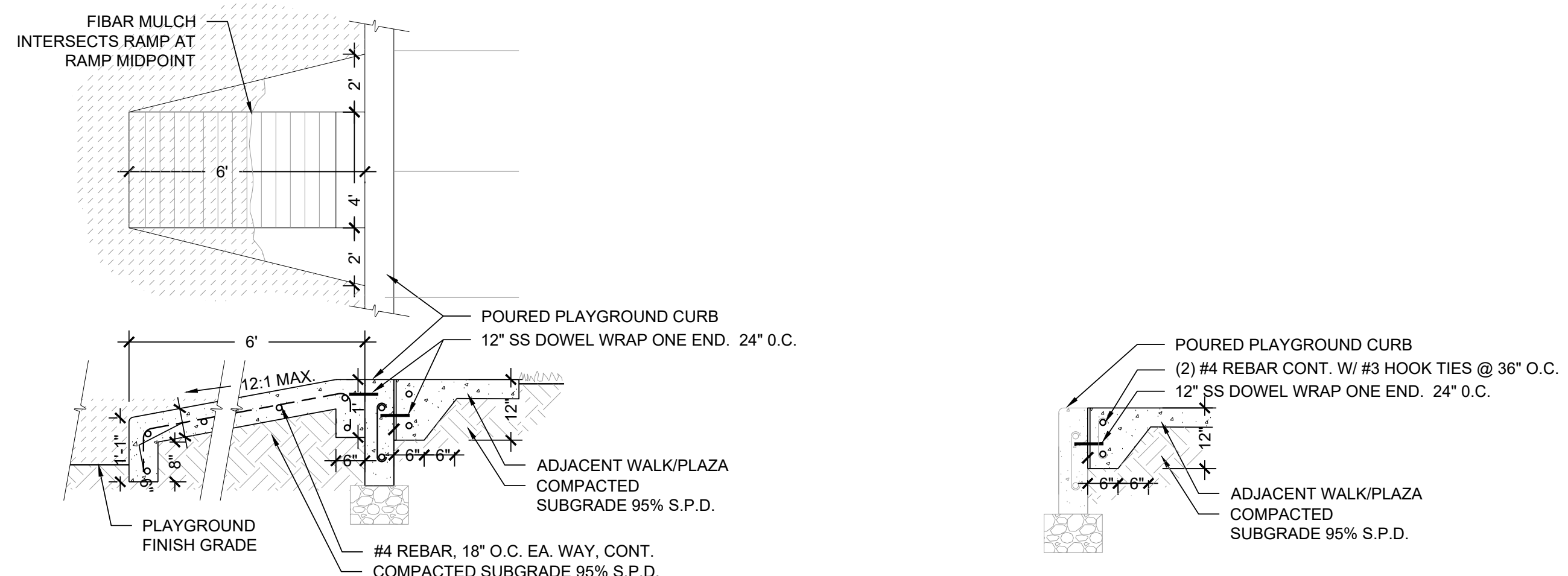
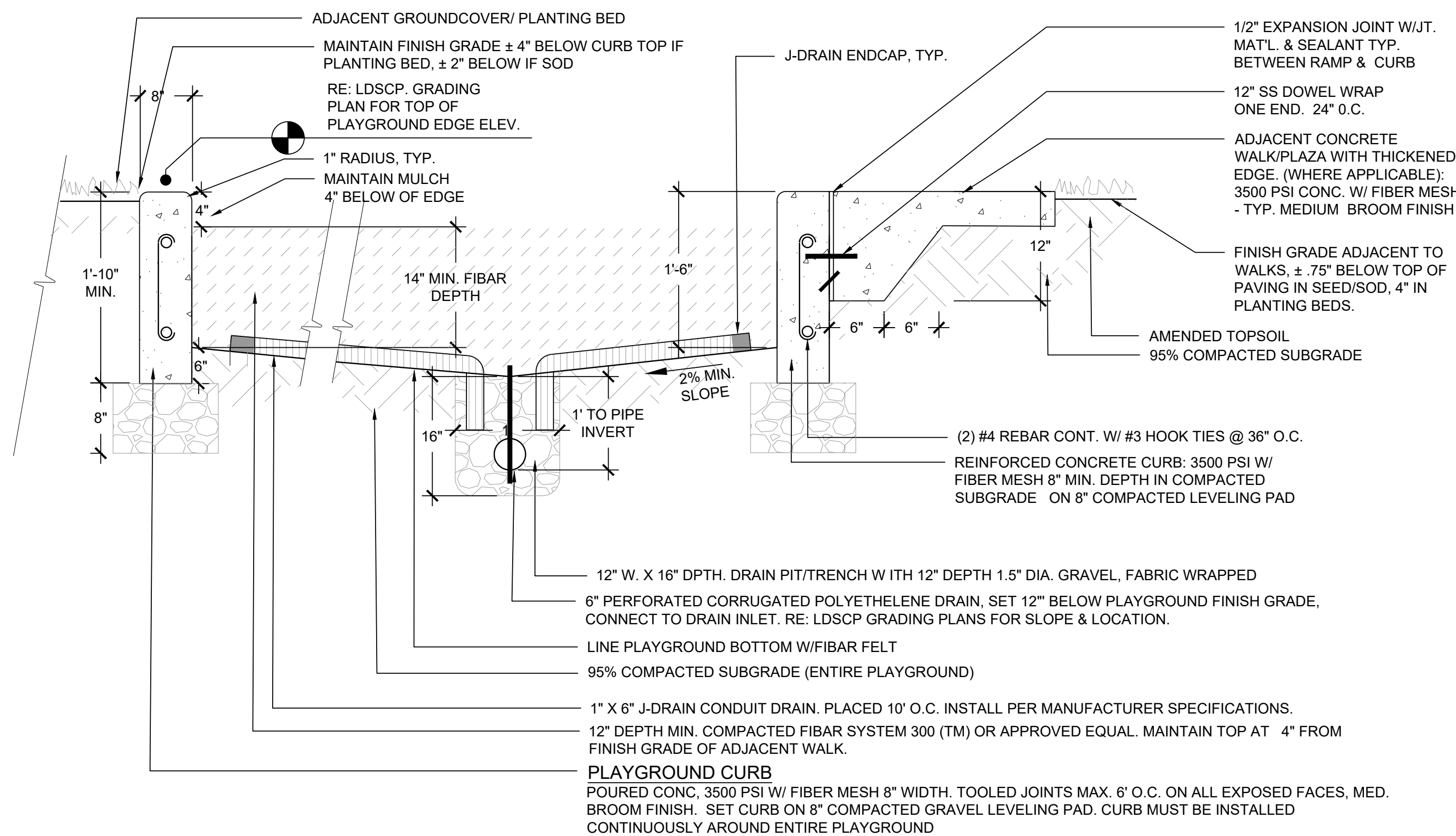
MANUFACTURE: LITTLE TIKES COMMERCIAL
MODEL: NRG19-071589
REP: RECREATION PLUS- GOLDEN, CO
*INSTALL PER MANUFACTURES RECOMMENDATIONS



MANUFACTURE: ICON SHELTER SYSTEMS
MODEL: RECTANGLE HIP- RH24X32TS2V
COLOR: POWDER COAT- ALMOND, ROOF- ROMAN BLUE
*INSTALL PER MANUFACTURES RECOMMENDATIONS



1 PLAYGROUND STRUCTURE SCALE: NTS 2 PLAYGROUND SHELTER NOT TO SCALE 3 PLAYGROUND CLEANOUT NOT TO SCALE 4 PLAYGROUND INLET NOT TO SCALE



5 PLAYGROUND CURB, SURFACE, DRAINAGE NOT TO SCALE 6 PLAYGROUND RAMP NOT TO SCALE 7 THICKEN SIDEWALK CURB SCALE: NTS

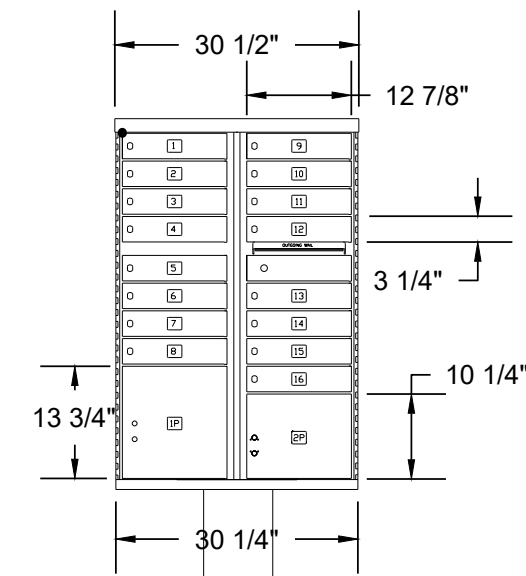
Y:\ELIZABETH\8\LANDSCAPE\ARCHITECTURE\CURRENT\DWG\SILV_FIL_1.LANDSCAPE.CDS.DWG, GARRETT, 9/27/21

Item 5.	Date	Appr.	Date
Revisions	No.	Date	Appr.
PCS GROUP, INC. www.pcsinc.com PO BOX 18297 DENVER, CO 80218 ATTN: JOHN PRESTWICH 303-531-4805	creating spaces	people	EBB J.V., LLC CONTACT: JIM MARSHALL 7108 SOUTH ALTON WAY ENGLEWOOD, CO 80112 (303) 307-6661
LEGACY VILLAGE ELIZABETH, CO FILING 1 LDSCP CONSTRUCTION DRAWINGS LANDSCAPE DETAILS			
SCALE:	FILE NO:	8130147404	
DRAWN BY: GG	CHECKED BY: PCS	DATE: SEP/EMBER 2021	
SHEET NUMBER			
L2.2			
Page 36			

LEGACY VILLAGE

FILING 1 LANDSCAPE CONSTRUCTION PLANS

A PART OF THE NORTH HALF OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO



TYPE I - TYPE IV CBU
TYPE III CBU WITH PEDESTAL:
FRONT LOADING (N1027876) - 16
DOORS W/ 2 LOCKERS

- NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH SPECIFICATIONS BY FACTORY AUTHORIZED INSTALLERS.
 2. CONTRACTOR TO VERIFY CONCRETE PAD DIMENSION & CONSTRUCTION SPECIFICATIONS WITH USPS BEFORE CONSTRUCTING.
 3. CONTRACTOR TO MAKE SUBMITTALS FOR MAILBOX CLUSTER UNITS FOR REVIEW & APPROVAL, WITH PRICING INFO, PRIOR TO ORDERING CLUSTERBOXES.

POSTAL PRODUCTS
UNLIMITED, INC.
500 W. OKLAHOMA AVE.
MILWAUKEE, WI 53207
TOLL FREE: 1-800-229-4500
PHONE: (414) 290-1500
FAX: (800) 570-0007
www.mailproducts.com

FILING 1
QUANTITY: 8

1 MAILBOX KIOSK SCALE: NTS

Y:\ELIZABETH\8\LANDSCAPE ARCHITECTURE\CURRENT DWG\SILV_FIL_1 LANDSCAPE CDS.DWG, GARRETT, 9/27/21

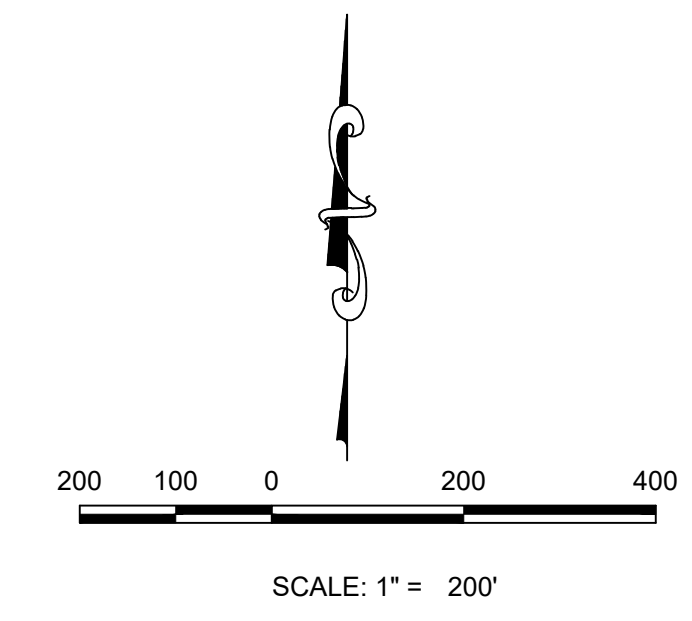
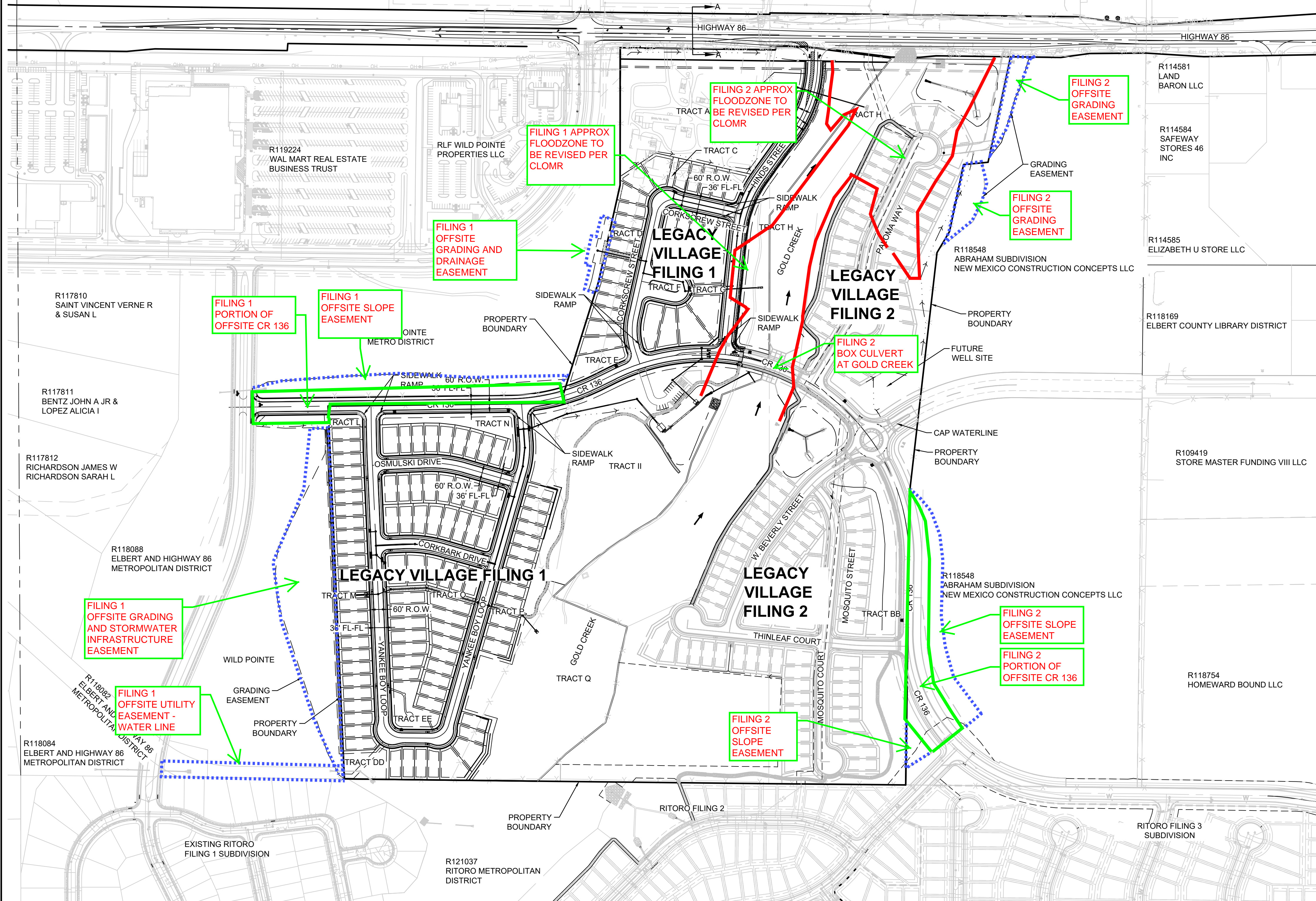
DRAWN BY: GG		SCALE:	LEGACY VILLAGE ELIZABETH, CO	ERB J.V., LLC CONTACT: JIM MARSHALL 7108 SOUTH ALTON WAY ENGLEWOOD, CO 80112 (303) 307-6661	PCS GROUP, INC. www.pcs.com PO BOX 18297 DENVER, CO 80218 ATTN: JOHN PRESTWICH 303-531-4805	Revisions		Item 5.
CHECKED BY: PCS	DATE: SEPTEMBER 2021	FILE NO: 8130147404	FILING 1 LDSCP CONSTRUCTION DRAWINGS LANDSCAPE DETAILS			No.	Date	Date
SHEET NUMBER		L2.3						

LEGACY VILLAGE FILING 1

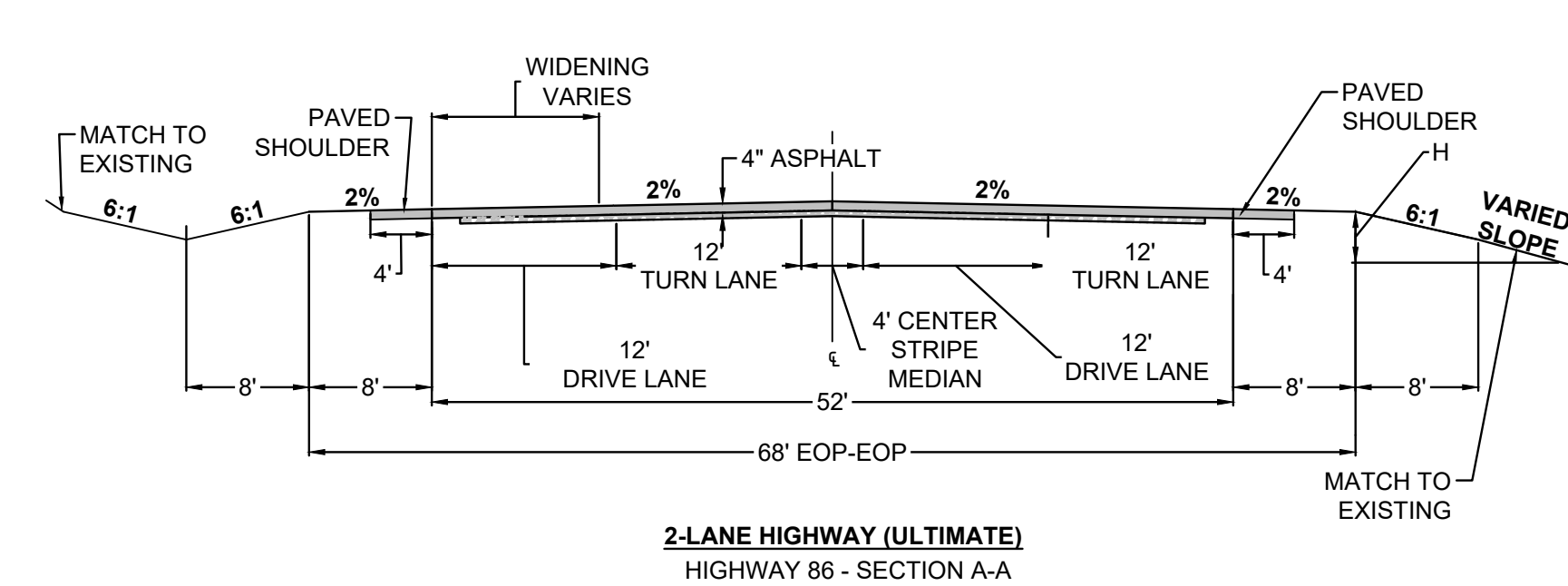
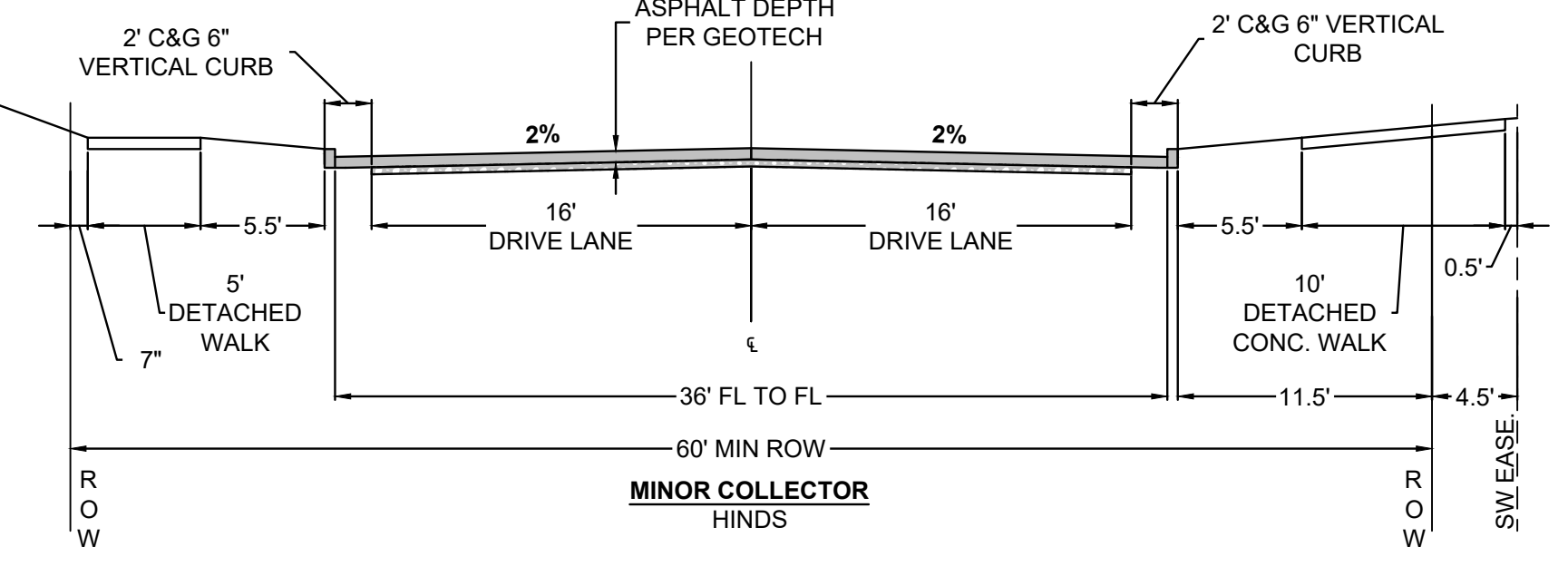
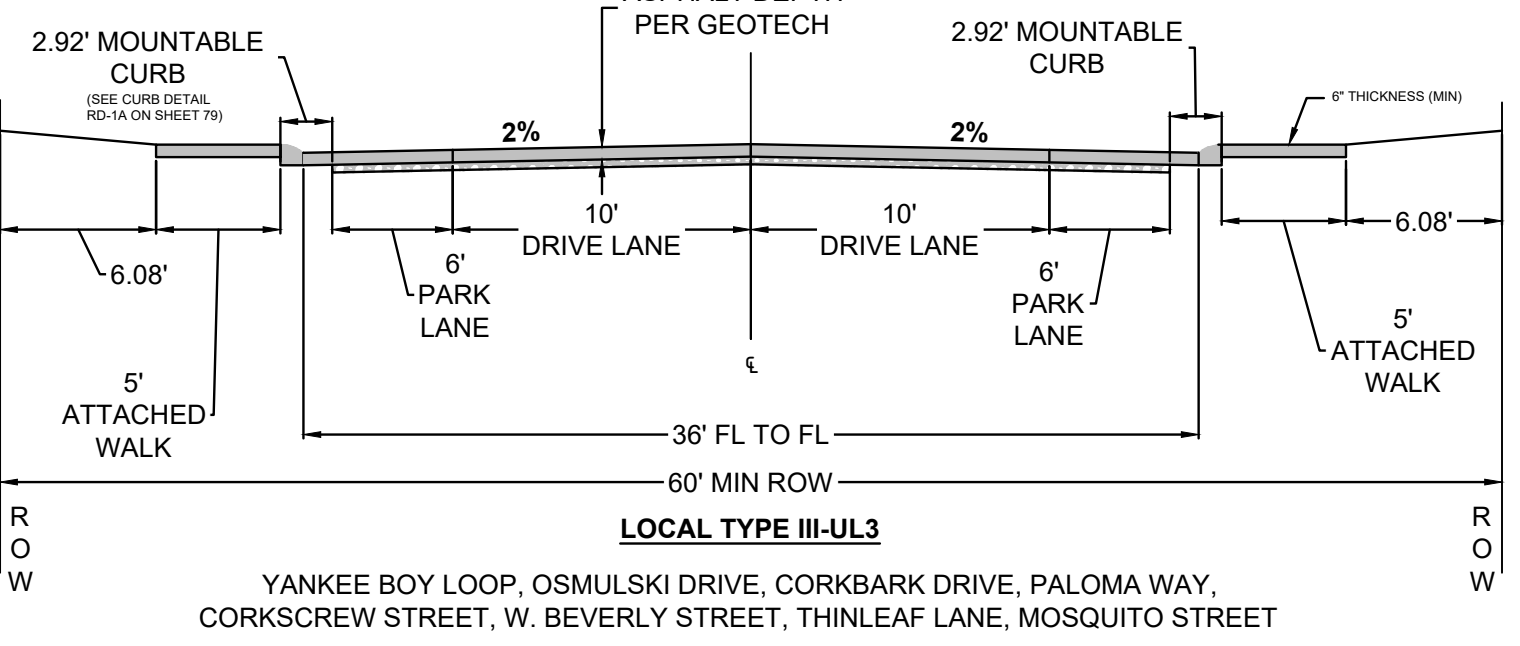
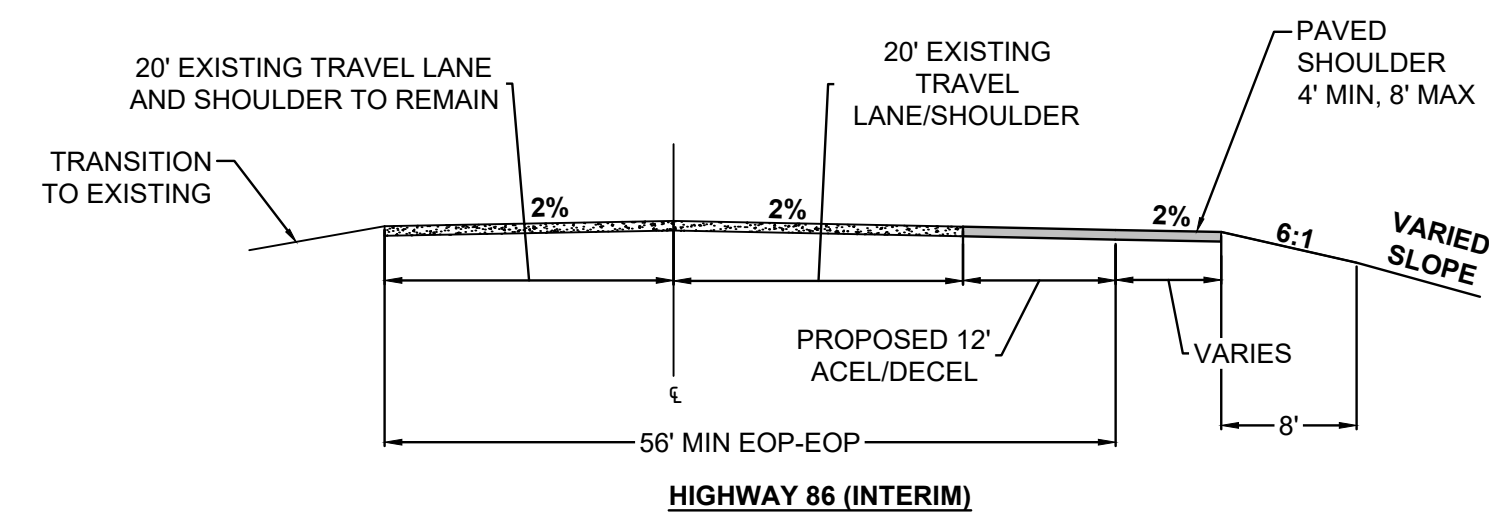
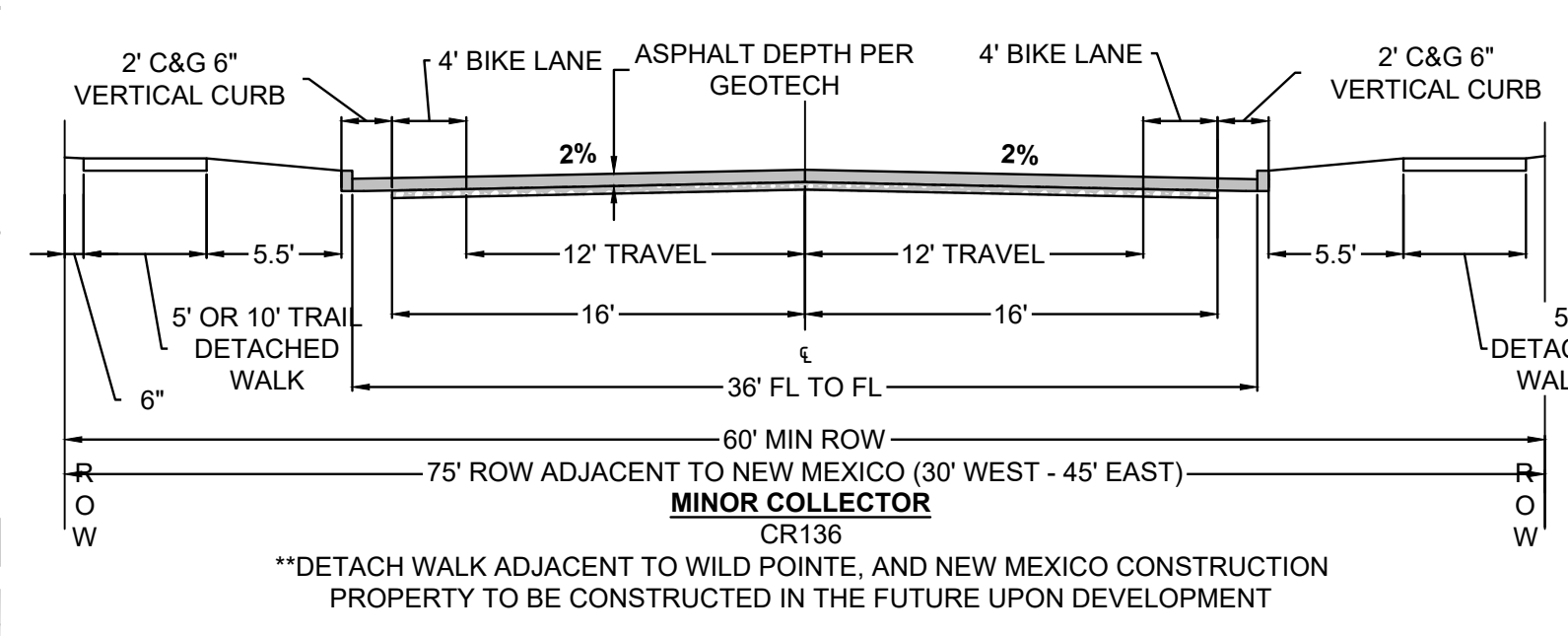
FINAL CONSTRUCTION DRAWINGS

A PART OF THE NORTH HALF OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO

EXHIBIT D



NOTES:
 1. FOR STANDARD DETAILS SEE SHEETS 77 - 84.
 2. PAVEMENT SECTIONS BASED UPON TOWN OF ELIZABETH PAVEMENT DESIGN AND CRITERIA.



No.	Revisions	Date	Init.	Apr.	Date

Westwood
 10333 E DRY CREEK RD.
 SUITE 240
 ENGLEWOOD, CO 80112
 TEL: 720.482.9526
 Westwood.com
 Westwood Professional Services, Inc.

E86 J.V., LLC
 CONTACT: JIM MARSHALL
 7108 SOUTH ALTON WAY
 ENGLEWOOD, CO 80112
 (303) 507-6651

LEGACY VILLAGE FILING 1
 ELIZABETH, CO
 OVERALL SITE PLAN

SCALE: 8"=30'
 DRAWN BY: RHR
 CHECKED BY: SCL
 DATE: AUGUST 2021

FILE NO: 8130147404

PREPARED UNDER THE SUPERVISION OF
 Joseph F. Ferris
 COLORADO P.E. 55846

SHEET NUMBER **2**

N:\PROJECTS\ELIZABETH 86 - 2018\SCA\ENGINEERING\SHEET SETS\CD\SPINAL CD\SLV\F\OVERALL SITE PLAN.DWG, CSLOOKHART, 9/27/2021, 12:38 PM

**SUBDIVISION AGREEMENT
(Legacy Village Filing No. 1)**

THIS AGREEMENT is made this _____ day of _____, 20___, by and between the Town of Elizabeth, Colorado, a statutory municipality (the "**Town**"), and Elizabeth 86 Investments, LLC, a Colorado limited liability company, Elizabeth 86 Investments II, LLC, a Colorado limited liability company, Elizabeth 86 Water, LLC, a Colorado limited liability company, and E86 JV, LLC (individually and collectively, the "**Developer**").

RECITALS

A. The Developer is the owner of certain real property located in the Town of Elizabeth known as Legacy Village Filing No. 1, which is more particularly described in **Exhibit A**, attached hereto, and incorporated herein (the "**Property**").

B. The Board of Trustees and the Planning Commission of the Town of Elizabeth held all necessary public hearings concerning the plat for the Property. A copy of the final plat is attached hereto as **Exhibit B** and incorporated herein.

C. The approvals cited above are contingent upon the express condition that all duties created by this Agreement are faithfully performed by the Developer.

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 material 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 shall pay the impact fees, as established by Town ordinances, in effect at the time this Agreement is executed. The Developer shall pay the foregoing impact fees in effect at the time specified by such ordinances.

c. 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. The Developer shall construct and dedicate in accordance with Section 10 of this Agreement, those Public Improvements more particularly described in **Exhibit C-1**, attached hereto, and incorporated herein by this reference (the "**Phase I Improvements**"), including the following:

i. Streets, curbs and gutters as depicted on Exhibit B, with the cost estimates identified on Exhibit C-1, except for those items described in subsection b. of this Section 3;

ii. Sidewalks as depicted on Exhibit B, with the cost estimates identified on Exhibit C-1, except for those items described in subsection b. of this Section 3;

iii. Domestic water and wastewater mains, and stormwater infrastructure to serve the Property, with the cost estimates identified on Exhibit C-1, except for those items described in subsection b. of this Section 3;

iv. Pedestrian recreational trails as depicted on Exhibit B, with the cost estimates identified on Exhibit C-1, except for those items described in subsection b. of this Section 3;

v. Offsite streets, curb, gutter and sidewalks, grading, stormwater, domestic water and wastewater mains for that portion of CR 136 depicted on attached **Exhibit D**, with cost estimates identified on Exhibit C-1;

vi. Offsite grading and stormwater infrastructure located adjacent to the southwestern portion of Filing 1, and depicted on attached Exhibit D, with cost estimates identified on Exhibit C-1;

vii. The Developer shall construct and cause to be maintained, either through a homeowners' association or through a metropolitan district existing pursuant to Title 32 of the Colorado Revised Statutes, those public improvements more particularly described in Exhibit C-1, attached hereto, and incorporated herein by this reference, including the following:

- A. Open rail fencing separating the depicted tract areas from individual lots of the subdivision in accordance with those landscape drawings approved by the Town, with the cost estimates identified on Exhibit C-1;
 - B. Those landscaping improvements within the Property in accordance with those landscape drawings approved by the Town, with the cost estimates identified on Exhibit C-1;
 - C. A ten-foot concrete trail, an eight-foot concrete trail, a ten-foot crusher fines trail, and various concrete walks to be constructed in accordance with those landscape drawings approved by the Town, with the cost estimates identified on Exhibit C-1; and
 - D. Various park programming infrastructure items, including but not limited to a playground structure and playground shelter, in accordance with those landscape drawings approved by the Town, with the cost estimates identified on Exhibit C-1.
- viii. The following improvements to State Highway 86, subject to final approval by the Colorado Department of Transportation ("**CDOT**"):
- A. An eastbound right-turn deceleration lane meeting State Highway Access Code requirements, or as otherwise approved by CDOT;
 - B. A right-turn acceleration lane from the access meeting State Highway Access Code requirements, or as otherwise approved by CDOT; and
 - C. The dedication of right-of-way along the northern perimeter of the property as depicted on Exhibit B.

b. The Developer shall further construct and dedicate in accordance with Section 10 of this Agreement, those Public Improvements more particularly described in **Exhibit C-2**, attached hereto and incorporated herein by this reference (the "**Phase II Improvements**"), provided however, the Phase II Improvements shall not be commenced until the Developer receives approval of a Conditional Letter of Map Revision ("**CLOMR**") from the Federal Emergency Management Agency for Gold Creek, and the Performance Guarantee for the Phase II Improvements shall not be required to be provided until the CLOMR has been obtained by the Developer. Such Phase II Improvements include the following:

- i. That portion of the streets, curbs and gutters as depicted on Exhibit B, with the cost estimates identified on Exhibit C-2;
- ii. That portion of the sidewalks as depicted on Exhibit B, with the cost estimates identified on Exhibit C-2;

iii. That portion of domestic water and wastewater mains, and stormwater infrastructure to serve the Property, with the cost estimates identified on Exhibit C-2; and

iv. That portion of the pedestrian recreational trails as depicted on Exhibit B, with the cost estimates identified on Exhibit C-2.

4. Title Policy. A title commitment for the Property shall be provided to the Town. The title commitment shall show that all property 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 (a "Default"), the Developer and Board of Trustees shall be notified in writing of the conditions of such Default 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 resulting from a Default. 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 unless the Town in writing designates a longer cure period reasonably requested by Developer, during which period the Developer may cure the breach described in the notice and prevent further action by the Town.

6. Public Improvements and Warranty. All drainage structures, paved streets, including sidewalks, curbs, gutters and slope easements, and necessary appurtenances, as shown on the final plat, 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 associated

construction documents approved by the Director of Public Works of the Town and the costs of these Public Improvements, are set forth on Exhibit C, attached hereto and incorporated herein. All Public Improvements covered by this Agreement shall be made in accordance with the final plat and associated construction documents drawn according to 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 to 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. Specifically, but not by way of limitation, the Developer shall warrant the following:

- a. That the title conveyed 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 in effect as of the date of this Agreement 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 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 in effect as of the date of this Agreement, 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 December 31, 2022 except that landscaping improvements as set forth in Exhibit C shall be performed on or before June 30, 2023, and proper application for probationary 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 Public Improvements and certify, with specificity, their conformity or lack thereof to the Town's specifications in effect as of the date of this Agreement. The Developer shall make

all corrections necessary to bring the Public Improvements into conformity with the Town's specifications in effect as of the date of this Agreement. Once approved by the Town's Director of Public Works, the Town shall accept said Public 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 reasonably 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, 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 to the Town, at the Developer's or the Developer's assignee's expense, with the performance guarantees 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 guarantees 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-1 and Exhibit C-2, to secure the performance and completion of the Public Improvements (the "Performance Guarantees"). The Developer agrees that approval of the final plat by the Town is contingent upon the Developer's provision of Performance Guarantee for the Phase I Improvements to the Town within ninety (90) days of the execution of this Agreement, and for the Phase II Improvements within thirty (30) days of approval of the CLOMR, in the amount and form provided herein, and the failure of the Developer to provide the Performance Guarantee for the Phase I Improvements 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 E-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 E-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 Guarantees. The Developer shall provide two (2) Performance Guarantees for the Public Improvements, with the landscaping improvements set forth on Exhibit C being subject to a separate performance guarantee from the remainder of the Public Improvements,

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 new or amended Performance Guarantees in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with new or amended Performance Guarantees, 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 Guarantees 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 the Public Improvements within the required time and probationary acceptance granted by 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, which shall replace the letter of credit then held by the Town, to be held by the Town during the two-year warranty period, or in the alternative, if the Performance Guarantees held by the Town are 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. Upon the Town's final acceptance of the Public Improvements, the Performance Guarantee shall be returned to the entity that posted such security. 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 the 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 guarantees specified in paragraph 11 of this Agreement. The Town may draw on the performance guarantees 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. Other Obligations of the Developer. In addition to the obligations of the Developer to construct the Public Improvements as set forth above, the Developer agrees to the following additional obligations related to the property and the ability to construct the Public Improvements:

a. The Developer shall provide documentation satisfactory to the Town providing for the maintenance of the off-site slope easements attached hereto as **Exhibit F**, and the off-site drainage channel attached hereto as **Exhibit G**.

b. The Developer shall be responsible for obtaining all stormwater discharge permits applicable to the Property from the State of Colorado.

c. Prior to recordation of the final plat, the Developer shall pay the amount of seventy-five thousand dollars (\$75,000.00) to the Town as a contribution towards the Town's design of the streetscape for Main Street.

14. Homeowners' Association. A homeowners' association shall be created by the Developer under the laws of the State of Colorado or the Property shall be included in an existing homeowners' association, if possible. The homeowners' association must be lawfully established before any properties within the development are sold to third parties. The articles of incorporation shall be reviewed by the Town Attorney to insure that they have met the Town's requirements that the homeowners' association or a metropolitan district as approved by the Town, maintain and operate private streets, parks, open space and median improvements identified on the final plat and/or subject to a license agreement(s) entered into between the Developer and the Town, contemporaneously with this Agreement or prior to final acceptance of the Public Improvements, and to assume all responsibilities therefor as shown on the final plat and/or described in the license agreement(s), including sufficient funding to meet these responsibilities.

15. 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; 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.

Prior to the conveyance to the Town, 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 prior to such conveyance.

The Developer shall require that all contractors and other employees engaged in construction of Public Improvements maintain adequate workers' compensation insurance and public liability coverage, and shall faithfully comply with the provisions of the Federal Occupational Safety and Health Act.

16. Waiver of Defects. In executing this Agreement, the Developer waives all objections it may have concerning defects, 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.

17. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

18. 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.

19. 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.

20. 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.

21. 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 (2) 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.

22. 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.

23. 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.

24. 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
151 S. Banner Street
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: Jim Marshall
E86 JV, LLC
7108-M South Alton Way
Centennial, CO 80112
jimmarshall@bcxdevelopment.com

With Copies to:

And

25. Force Majeure. Whenever the Developer is required to complete the construction, repair, or replacement of the 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.

26. Approvals. Whenever approval or acceptance of the Town is necessary, pursuant to any provision of this Agreement, the Town shall act reasonably and in a timely manner in responding to such request for approval or acceptance.

27. Assignment or Assignments. Developer shall have the right to assign its obligations under this Agreement to any homebuilder, developer or other successor owner who purchases the Property from Developer. In the event of such assignment, the Developer shall provide evidence of assignment to 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.

28. 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.

29. 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

Megan Vasquez, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney

DEVELOPER

**ELIZABETH 86 INVESTMENTS, LLC,
A COLORADO LIMITED LIABILITY
COMPANY**

By:

Its:

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____, as _____ of Elizabeth 86 Investments, LLC.

My commission expires: _____.

(SEAL)

Notary Public

**ELIZABETH 86 INVESTMENTS II,
LLC, A COLORADO LIMITED
LIABILITY COMPANY**

By:

Its:

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____, as _____ of Elizabeth 86 Investments II, LLC.

My commission expires: _____.

(SEAL)

Notary Public

**ELIZABETH 86 WATER, LLC, A
COLORADO LIMITED LIABILITY
COMPANY**

By:

Its:

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____, as _____ of Elizabeth 86 Water, LLC.

My commission expires: _____.

(SEAL)

Notary Public

DEVELOPER

E86 JV, LLC, A COLORADO LIMITED LIABILITY COMPANY

By:

Its:

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as _____ of E86 JV, LLC.

My commission expires: _____.

(SEAL)

Notary Public

FINANCIAL GUARANTEE AGREEMENT

THIS FINANCIAL GUARANTEE AGREEMENT (the "Agreement") is made this _____ day of _____, 20__, by and between the Town of Elizabeth, Colorado, a statutory municipality (the "**Town**"), and Elizabeth 86 Investments, LLC, a Colorado limited liability company, Elizabeth 86 Investments II, LLC, a Colorado limited liability company, Elizabeth 86 Water, LLC, a Colorado limited liability company, and E86 JV, LLC (individually and collectively, 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 Legacy Village Filing No. 1, 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 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 5 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 the 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 8 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 or as provided in Section 12 of the Subdivision Agreement. 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:

i. 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").

ii. 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.

iii. 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).

iv. 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: Town Administrator
 151 S. Banner Street
 Elizabeth, Colorado 80107

With a copy to: Corey Y. Hoffmann, Esq.
 Hoffmann, Parker, Wilson & Carberry, P.C.
 511 16th Street, Suite 610
 Denver, Colorado 80202

Notice to Developer: Jim Marshall
 E86 JV, LLC
 7108-M South Alton Way
 Centennial, CO 80112
 jimmarshall@bcxdevelopment.com

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

Megan Vasquez, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney

DEVELOPER

**ELIZABETH 86 INVESTMENTS, LLC,
A COLORADO LIMITED LIABILITY
COMPANY**

By:

Its:

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____, as _____ of Elizabeth 86 Investments, LLC.

My commission expires: _____.

(SEAL)

Notary Public

**ELIZABETH 86 INVESTMENTS II,
LLC, A COLORADO LIMITED
LIABILITY COMPANY**

By:

Its:

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____, as _____ of Elizabeth 86 Investments II, LLC.

My commission expires: _____.

(SEAL)

Notary Public

**ELIZABETH 86 WATER, LLC, A
COLORADO LIMITED LIABILITY
COMPANY**

By:

Its:

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____, as _____ of Elizabeth 86 Water, LLC.

My commission expires: _____.

(SEAL)

Notary Public

DEVELOPER

E86 JV, LLC, A COLORADO LIMITED LIABILITY COMPANY

By:

Its:

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as _____ of E86 JV, LLC.

My commission expires: _____.

(SEAL)

Notary Public

EXHIBIT E-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 \$ _____ 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 *[type in "agreement" or "permit"]*, to secure the performance of the *[type in the name and date of the agreement, such as "Site Improvement Agreement between the Town and Developer" and the name of the project, or "Development Agreement between the Town and Developer" and the name of the project]* or *[for permit, type in the name of the project]*;

or

b. That the expiry date of this Irrevocable Letter of Credit is less than fourteen (14) days from the date of the Mayor or designee's letter and the Developer has not provided the Town with a replacement letter of credit in an amount and form acceptable to the Town to secure the performance of the *[type in name of the agreement]* or *[for permit, type in the name of the project]* described herein.

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 attorneys 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]*

LEGAL DESCRIPTION:

EXHIBIT A

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ELBERT COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ONE QUARTER 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 "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 "PLS 31548" IS ASSUMED TO BEAR SOUTH 89°16'55" EAST, A DISTANCE OF 2669.91 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 00°04'38" WEST A DISTANCE OF 40.03 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 86 BEING THE POINT OF BEGINNING;

THENCE ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. THENCE SOUTH 89°16'51" EAST, A DISTANCE OF 132.18 FEET;
2. THENCE SOUTH 82°37'36" EAST, A DISTANCE OF 302.05 FEET;

THENCE SOUTH 37°48'30" WEST, A DISTANCE OF 705.57 FEET, TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13;

THENCE SOUTH 00°04'38" WEST, A DISTANCE OF 496.20 FEET, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13;

THENCE SOUTH 19°00'30" WEST, A DISTANCE OF 60.01 FEET;

THENCE SOUTH 17°42'16" WEST, A DISTANCE OF 30.09 FEET;

THENCE SOUTH 68°40'37" WEST, A DISTANCE OF 149.18 FEET;

THENCE SOUTH 13°34'08" WEST, A DISTANCE OF 35.16 FEET;

THENCE SOUTH 26°55'32" WEST, A DISTANCE OF 117.42 FEET;

THENCE SOUTH 24°47'24" WEST, A DISTANCE OF 112.09 FEET;

THENCE SOUTH 15°57'30" WEST, A DISTANCE OF 71.10 FEET;

THENCE SOUTH 34°36'40" WEST, A DISTANCE OF 76.01 FEET;

THENCE SOUTH 42°41'53" WEST, A DISTANCE OF 89.38 FEET;

THENCE SOUTH 59°19'06" WEST, A DISTANCE OF 97.91 FEET;

THENCE SOUTH 55°05'58" WEST, A DISTANCE OF 150.37 FEET;

THENCE SOUTH 51°03'35" WEST, A DISTANCE OF 57.50 FEET;

THENCE SOUTH 47°07'33" WEST, A DISTANCE OF 156.22 FEET;

THENCE SOUTH 67°42'38" EAST, A DISTANCE OF 283.45 FEET;

THENCE SOUTH 13°01'51" WEST, A DISTANCE OF 130.27 FEET;

THENCE SOUTH 08°28'28" WEST, A DISTANCE OF 108.55 FEET;

THENCE SOUTH 16°49'24" WEST, A DISTANCE OF 109.74 FEET;

THENCE SOUTH 51°33'11" WEST, A DISTANCE OF 179.48 FEET;

THENCE SOUTH 46°10'13" WEST, A DISTANCE OF 139.23 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13;

THENCE NORTH 89°20'58" WEST, A DISTANCE OF 684.24 FEET, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13;

THENCE DEPARTING SAID SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, NORTH 02°29'57" WEST, A DISTANCE OF 1323.98 FEET;

THENCE NORTH 89°18'14" EAST, A DISTANCE OF 839.01 FEET;

THENCE NORTH 06°09'08" WEST, A DISTANCE OF 35.03 FEET;

THENCE NORTH 17°19'43" EAST, A DISTANCE OF 412.93 FEET;

THENCE NORTH 12°35'08" EAST, A DISTANCE OF 352.18 FEET;

THENCE NORTH 00°05'55" EAST, A DISTANCE OF 487.46 FEET, TO THE SOUTHERLY RIGHT OF WAY OF STATE HIGHWAY 86;

THENCE SOUTH 89°16'54" EAST, A DISTANCE OF 529.70 FEET, ALONG THE SOUTHERLY RIGHT OF WAY OF STATE HIGHWAY 86 TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13;

THENCE NORTH 00°04'38" EAST, A DISTANCE OF 10.00 FEET, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING A CALCULATED AREA OF 2,233,989 SQUARE FEET OR 51.285 ACRES, MORE OR LESS.

LEGACY VILLAGE SUBDIVISION FILING NO. 1

A PARCEL OF LAND SITUATED IN THE NORTH HALF 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 8

Exhibit B

51.285 ACRES – 126 SINGLE FAMILY RESIDENTIAL LOTS, 17 TRACTS

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ELBERT COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ONE QUARTER 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 "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 "PLS 31548" IS ASSUMED TO BEAR SOUTH 89°16'55" EAST, A DISTANCE OF 2669.91 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 00°04'38" WEST A DISTANCE OF 40.03 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13 TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 86 BEING THE POINT OF BEGINNING;

THENCE ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. THENCE SOUTH 89°16'51" EAST, A DISTANCE OF 132.18 FEET;
2. THENCE SOUTH 82°37'36" EAST, A DISTANCE OF 302.05 FEET;

THENCE SOUTH 37°48'30" WEST, A DISTANCE OF 705.57 FEET, TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13;

THENCE SOUTH 00°04'38" WEST, A DISTANCE OF 496.20 FEET, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13;

THENCE SOUTH 19°00'30" WEST, A DISTANCE OF 60.01 FEET;

THENCE SOUTH 17°42'16" WEST, A DISTANCE OF 30.09 FEET;

THENCE SOUTH 68°40'37" WEST, A DISTANCE OF 149.18 FEET;

THENCE SOUTH 13°34'08" WEST, A DISTANCE OF 35.16 FEET;

THENCE SOUTH 26°55'32" WEST, A DISTANCE OF 117.42 FEET;

THENCE SOUTH 24°47'24" WEST, A DISTANCE OF 112.09 FEET;

THENCE SOUTH 15°57'30" WEST, A DISTANCE OF 71.10 FEET;

THENCE SOUTH 34°36'40" WEST, A DISTANCE OF 76.01 FEET;

THENCE SOUTH 42°41'53" WEST, A DISTANCE OF 89.38 FEET;

THENCE SOUTH 59°19'06" WEST, A DISTANCE OF 97.91 FEET;

THENCE SOUTH 55°05'58" WEST, A DISTANCE OF 150.37 FEET;

THENCE SOUTH 51°03'35" WEST, A DISTANCE OF 57.50 FEET;

THENCE SOUTH 47°07'33" WEST, A DISTANCE OF 156.22 FEET;

THENCE SOUTH 67°42'38" EAST, A DISTANCE OF 283.45 FEET;

THENCE SOUTH 13°01'51" WEST, A DISTANCE OF 130.27 FEET;

THENCE SOUTH 08°28'28" WEST, A DISTANCE OF 108.55 FEET;

THENCE SOUTH 16°49'24" WEST, A DISTANCE OF 109.74 FEET;

THENCE SOUTH 51°33'11" WEST, A DISTANCE OF 179.48 FEET;

THENCE SOUTH 46°10'13" WEST, A DISTANCE OF 139.23 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13;

THENCE NORTH 89°20'58" WEST, A DISTANCE OF 684.24 FEET, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13;

THENCE DEPARTING SAID SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, NORTH 02°29'57" WEST, A DISTANCE OF 1323.98 FEET;

THENCE NORTH 89°18'14" EAST, A DISTANCE OF 839.01 FEET;

THENCE NORTH 06°09'08" WEST, A DISTANCE OF 35.03 FEET;

THENCE NORTH 17°19'43" EAST, A DISTANCE OF 412.93 FEET;

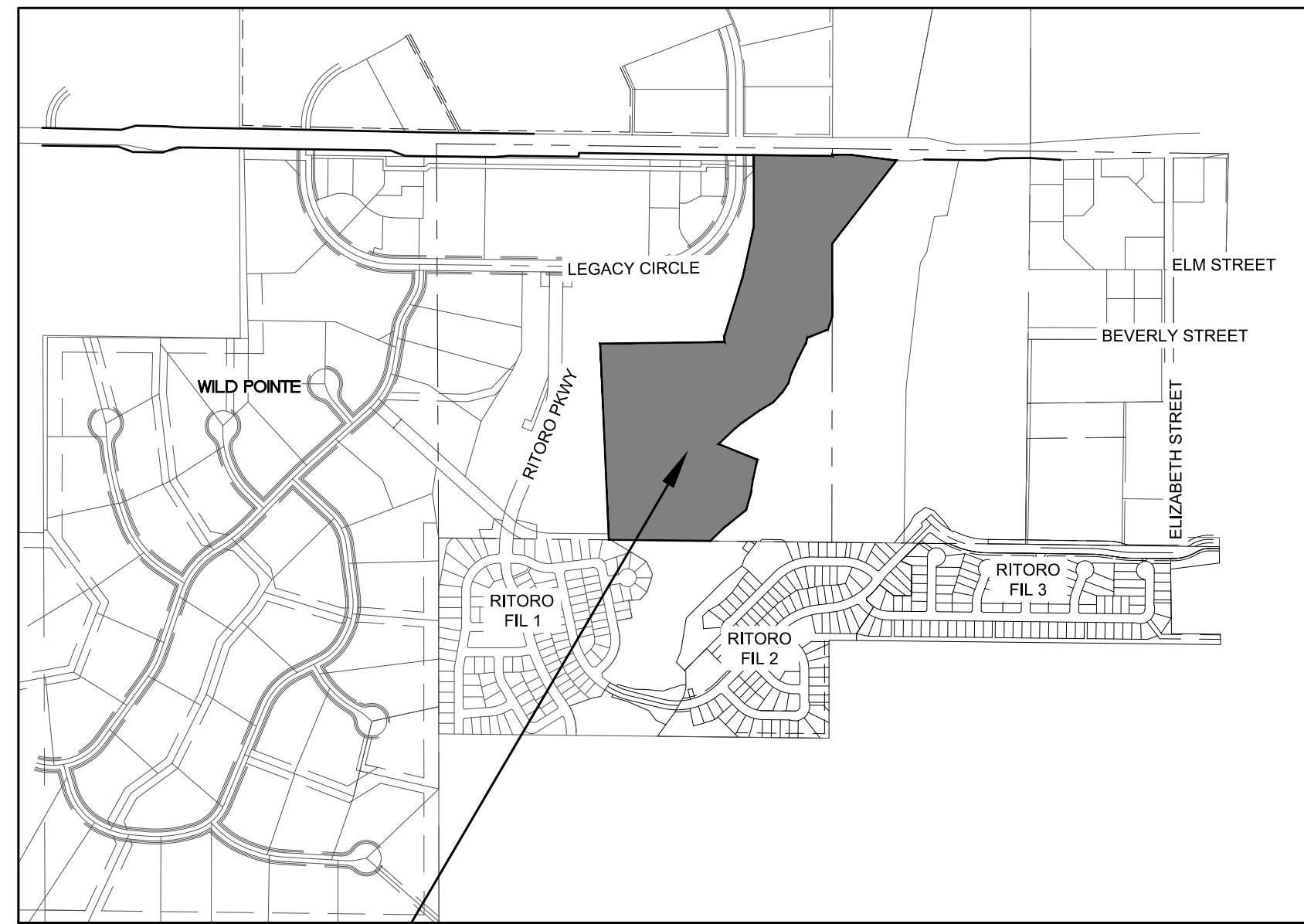
THENCE NORTH 12°35'08" EAST, A DISTANCE OF 352.18 FEET;

THENCE NORTH 00°05'55" EAST, A DISTANCE OF 487.46 FEET, TO THE SOUTHERLY RIGHT OF WAY OF STATE HIGHWAY 86;

THENCE SOUTH 89°16'54" EAST, A DISTANCE OF 529.70 FEET, ALONG THE SOUTHERLY RIGHT OF WAY OF STATE HIGHWAY 86 TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13;

THENCE NORTH 00°04'38" EAST, A DISTANCE OF 10.00 FEET, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING A CALCULATED AREA OF 2,233,989 SQUARE FEET OR 51.285 ACRES, MORE OR LESS.



PROPERTY LOCATION VICINITY MAP SCALE: 1" = 1500'

BOARD OF TRUSTEES:

THIS PLAT WAS APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO, ON THE ____ DAY OF _____, 20____, FOR FILING. THE DEDICATIONS ARE HEREBY ACCEPTED.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, CURBS, GUTTER, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE TOWN OF ELIZABETH. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE ROADWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED, AND AFTER THE WARRANTY PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS.

THIS ACCEPTANCE DOES NOT GUARANTEE THAT THE SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUNDWATER CONDITIONS OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED.

MAYOR, TOWN OF ELIZABETH

ATTEST: _____
TOWN CLERK

PLANNING DEPARTMENT:

THE PRELIMINARY PLAN FOR THIS PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON _____.

change to Planning Commission

CHAIR, PLANNING COMMISSION

TITLE VERIFICATION:

WE, COLORADO ESCROW AND TITLE SERVICES, LLC., AGENTS FOR STEWART TITLE GUARANTY 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: _____

SURVEYOR'S CERTIFICATION:

I, KEVIN J. KUCHARCZYK, 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 AUGUST 19, 2021, 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____.

KEVIN J. KUCHARCZYK, PLS NO. 34591
FOR AND ON BEHALF OF CVL, A WESTWOOD TEAM.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112
(720)-249-3584

CLERK AND RECORDER'S CERTIFICATION:

STATE OF COLORADO)
) SS.
COUNTY OF ELBERT)

I HEREBY CERTIFY THAT THIS PRELIMINARY PLAN 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

APPLICANT/DEVELOPER:

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

ENGINEER/SURVEYOR:

CVL, A WESTWOOD TEAM
10333 E. DRY CREEK ROAD; STE 240
ENGLEWOOD, CO 80112

OWNERSHIP AND DEDICATION STATEMENT (CONTINUED):

SIGNATURE
ELIZABETH 86 WATER, 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
ELIZABETH 86 INVESTMENTS, 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:

Provide Ownership and Dedication Statement per Title work

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEE'S, 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, TRACTS, BLOCKS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF 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

ELIZABETH 86 INVESTMENTS II, 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: _____

LEGACY VILLAGE SUBDIVISION FILING NO. 1

A PARCEL OF LAND SITUATED IN THE NORTH HALF 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 8

51.285 ACRES – 126 SINGLE FAMILY RESIDENTIAL LOTS, 17 TRACTS

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 "PLS 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 CVL. A WESTWOOD TEAM TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, CVL, A WESTWOOD TEAM RELIED UPON COLORADO ESCROW AND TITLE SERVICES, LLC AS AGENT FOR STEWART TITLE GUARANTY COMPANY FILE NO. 42328CEW, AMENDMENT NO. 1, HAVING AN EFFECTIVE DATE OF AUGUST 23, 2021 AT 7:00 A.M.
5. DATE OF SURVEY WAS FEBRUARY 2021.
6. NON-EXCLUSIVE- 5-FOOT, 10-FOOT AND 15- 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.
7. THE FLOODPLAIN FOR GOLD CREEK AS SHOWN ON THIS PLAT IS CONSIDERED "ZONE A" PER THE FLOOD INSURANCE RATE MAP OF ELBERT COUNTY AND INCORPORATED AREAS, FEMA MAP 08039C0490C, PANEL 0490 OF 1200, EFFECTIVE DATE MARCH 17, 2011. ZONE A AREAS ARE SUBJECT TO INUNDATION BY THE 1-PERCENT-ANNUAL-CHANCE FLOOD EVENT GENERALLY DETERMINED USING APPROXIMATE METHODOLOGIES.
8. THE HABITAT BUFFER AS SHOWN IS A BUFFER AWAY FROM EXPECTED PREBLES MOUSE HABITAT ALONG GOLD CREEK. NO DOMESTIC PETS ARE ALLOWED WITHIN TRACTS H, I AND O UNLESS THEY ARE LEASHED. UNLEASHED DOMESTIC PETS SHALL REMAIN WITHIN LOT BOUNDARIES.
9. HIGHWAY 86 BUFFER: 25-FOOT LANDSCAPE BUFFER REQUIRED BETWEEN HIGHWAY RIGHT OF WAY AND ANY DEVELOPMENT ADJACENT TO HIGHWAY 86.
10. 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.
11. 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.
12. 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

TRACT	AREA (ACRES +/-)	PRIMARY USE	SECONDARY USE	OWNER	MAINTENANCE
A	4.472 AC.	COMMERCIAL	N/A	HOA	HOA
B	0.609 AC.	DRAINAGE	UTILITIES	HOA	HOA
C	0.049 AC.	UTILITIES	OPEN SPACE	HOA	HOA
D	0.054 AC.	UTILITIES	OPEN SPACE	HOA	HOA
E	0.332 AC.	OPEN SPACE	UTILITIES	HOA	HOA
F	0.051 AC.	LANDSCAPING	UTILITIES	TOWN OF ELIZABETH	HOA
G	0.090 AC.	UTILITIES	OPEN SPACE / TRAIL	HOA	HOA
H	2.700 AC.	OPEN SPACE / DRAINAGE	UTILITIES	TOWN OF ELIZABETH	*HOA / TOWN
I	7.791 AC.	DRAINAGE	PARK SPACE / OPEN SPACE / UTILITIES	**HOA	*HOA / TOWN**
J	0.663 AC.	OPEN SPACE	UTILITIES	HOA	HOA
K	0.123 AC.	OPEN SPACE	UTILITIES	HOA	HOA
L	0.054 AC.	UTILITIES	OPEN SPACE	HOA	HOA
M	0.148 AC.	UTILITIES	OPEN SPACE	HOA	HOA
N	0.051 AC.	UTILITIES	OPEN SPACE	HOA	HOA
O	5.907 AC.	OPEN SPACE	DRAINAGE / TRAIL / UTILITIES / WALL	TOWN OF ELIZABETH	*TOWN / HOA
P	0.483 AC.	PARK	OPEN SPACE / UTILITIES / TRAIL	HOA	HOA
Q	0.394 AC.	DRAINAGE	UTILITIES	HOA	HOA
TOTAL TRACTS	23.971 AC.				
RESIDENTIAL LOTS	17.130 AC.				
DEDICATED ROW	10.184 AC.				
TOTAL	51.285 AC.				

* TRAILS, RETAINING WALLS, PARK AMENITIES, LANDSCAPE, AND MONUMENT SIGNAGE TO BE MAINTAINED BY THE HOA, STORM PIPES TO BE MAINTAINED BY THE TOWN OF ELIZABETH.

** A DRAINAGE EASEMENT IS HEREBY DEDICATED OVER AND ACROSS THIS TRACT, TO THE TOWN OF ELIZABETH.

RANGE OF LOT SIZES PER BLOCK

BLOCK NUMBER	LOW	HIGH
1	0.119 AC. / 5,175 S.F.	0.207 AC. / 9,007 S.F.
2	0.114 AC. / 4,950 S.F.	0.300 AC. / 13,078 S.F.
3	0.116 AC. / 5,040 S.F.	0.171 AC. / 7,460 S.F.
4	0.114 AC. / 4,950 S.F.	0.226 AC. / 9,847 S.F.
5	0.115 AC. / 5,018 S.F.	0.158 AC. / 6,894 S.F.
6	0.114 AC. / 4,950 S.F.	0.204 AC. / 8,891 S.F.

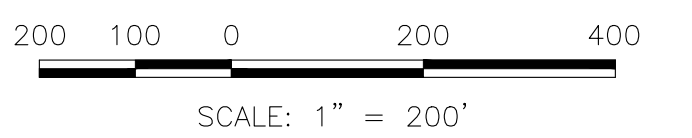
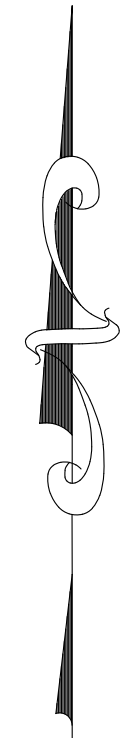
LEGACY VILLAGE SUBDIVISION FILING NO. 1

A PARCEL OF LAND SITUATED IN THE NORTH HALF OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO
SHEET 3 OF 8



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S89°16'51"E	132.18'
L2	S82°37'36"E	302.05'
L3	S19°00'30"W	60.01'
L4	S17°42'16"W	30.09'
L5	S68°40'37"W	149.18'
L6	S13°34'08"W	35.16'
L7	S26°55'32"W	117.42'

LEGEND	
	FOUND SECTION CORNER AS DESCRIBED
	BLOCK NUMBER
	SET #5 REBAR WITH 1-1/4" RED PLASTIC CAP "OVL PLS 34591"
	SET 1-1/4" RED PLASTIC CAP "PLS 34591" ON FOUND # 5 REBAR
	BOUNDARY LINE



LEGACY VILLAGE SUBDIVISION FILING NO. 1

A PARCEL OF LAND SITUATED IN THE NORTH HALF OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO
SHEET 4 OF 8

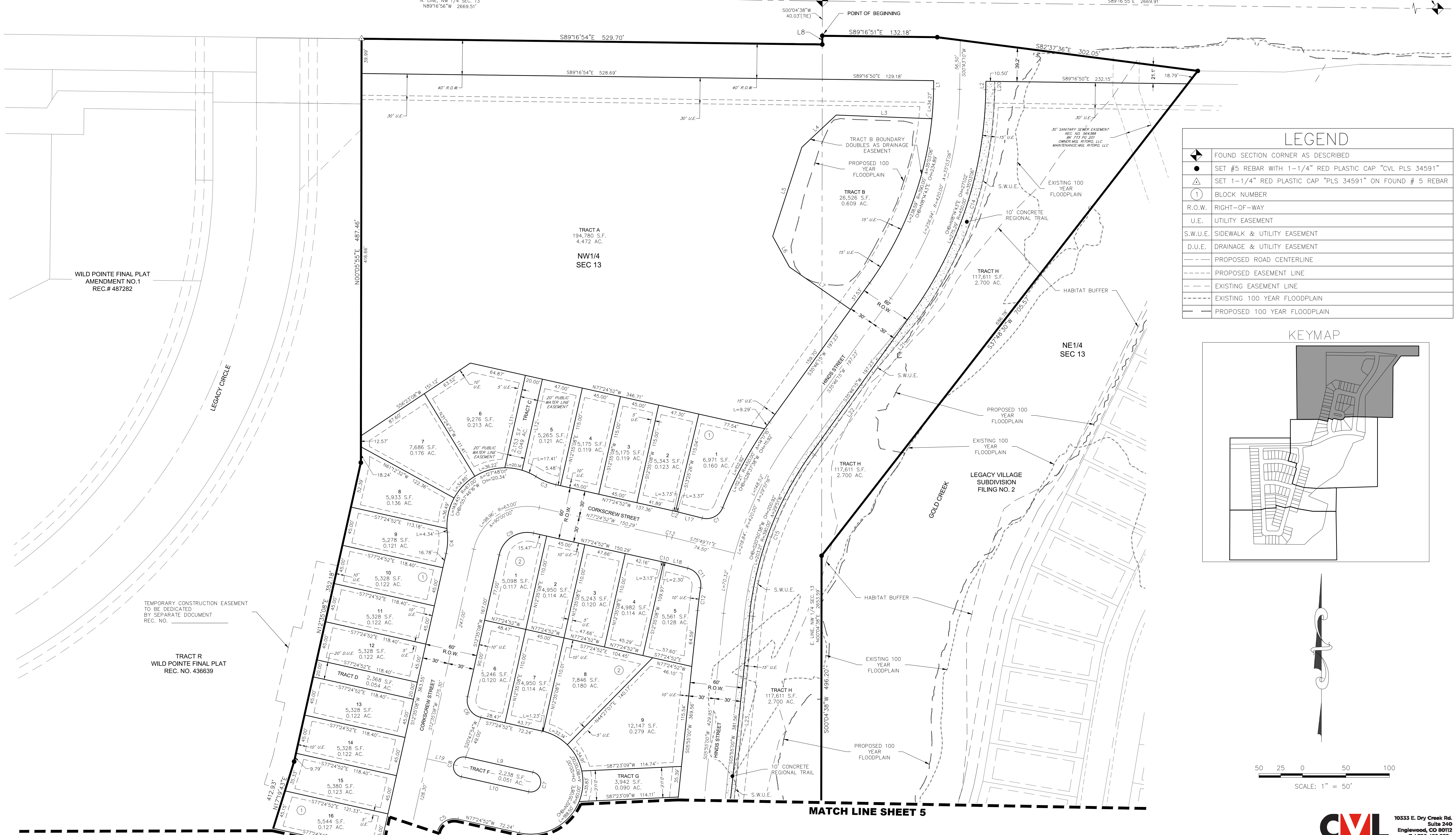
NW COR. SEC. 13
3-1/4" ALUMINUM CAP
IN RANGE BOX
"LS 28664"

STATE HIGHWAY 86
(R.O.W. VARIES)

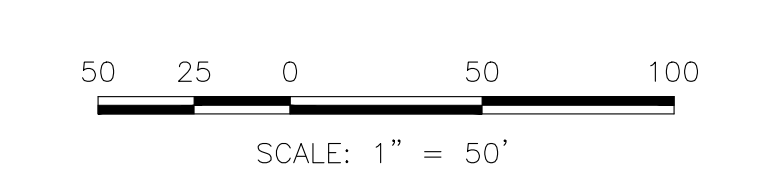
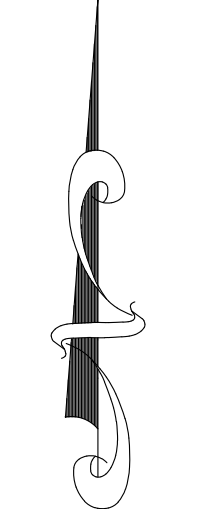
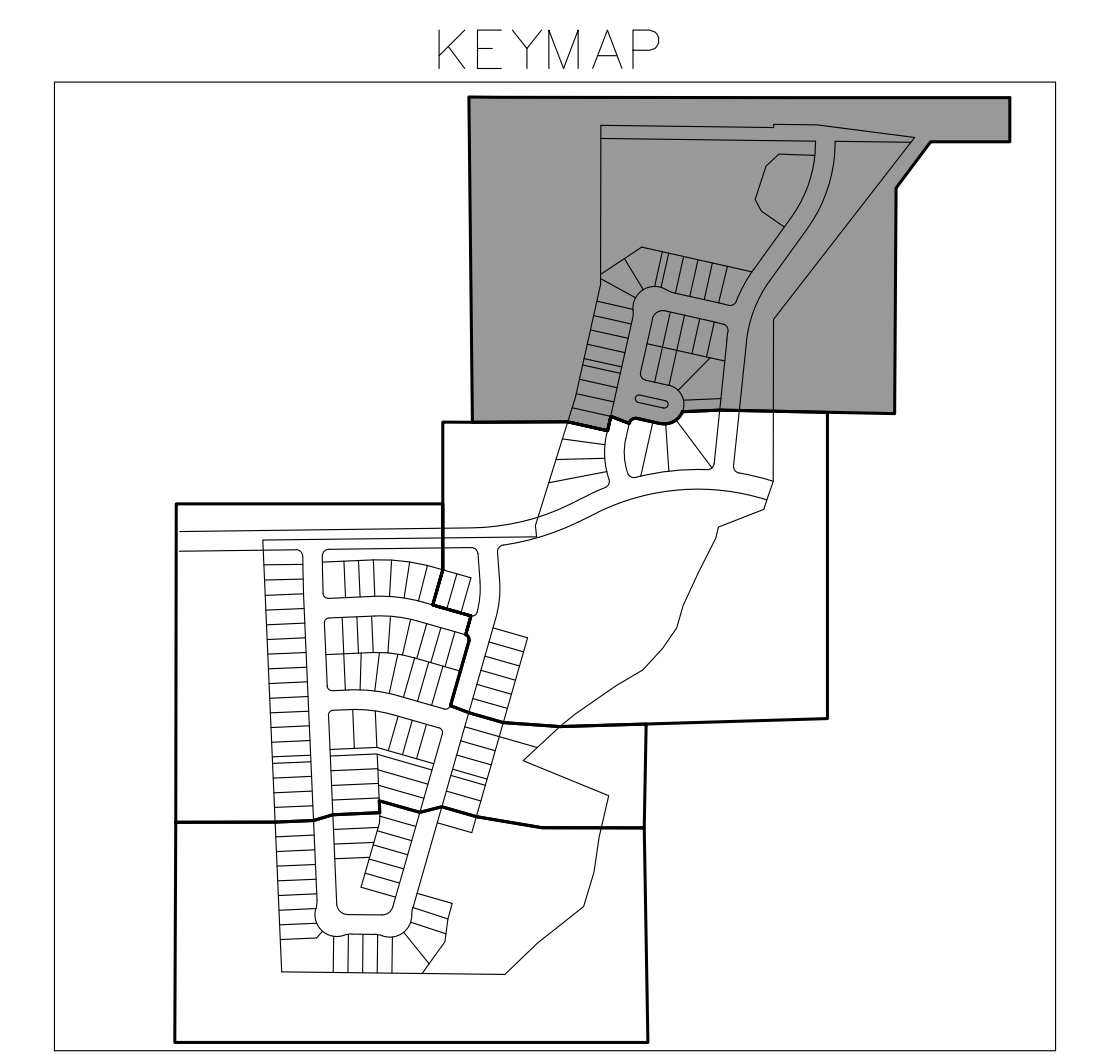
POINT OF COMMENCEMENT
N 1/4 COR. SEC. 13
FOUND 2-1/2" DIAMETER
ALUMINUM PIPE WITH A
3-1/4" ALUMINUM CAP
IN RANGE BOX
"LS 31548"

N. LINE, NE 1/4 SEC. 13
(BASIS OF BEARINGS)
S89°16'55"E 2669.91'

NE COR. SEC. 13
FOUND 2-1/2" DIAMETER
ALUMINUM PIPE WITH A
3-1/4" ALUMINUM CAP
IN RANGE BOX
"LS 31548"



LEGEND	
	FOUND SECTION CORNER AS DESCRIBED
	SET #5 REBAR WITH 1-1/4" RED PLASTIC CAP "CVL PLS 34591"
	SET 1-1/4" RED PLASTIC CAP "PLS 34591" ON FOUND # 5 REBAR
	BLOCK NUMBER
	R.O.W. RIGHT-OF-WAY
	U.E. UTILITY EASEMENT
	S.W.U.E. SIDEWALK & 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



MATCH LINE SHEET 5

MATCH LINE SHEET 5

TEMPORARY CONSTRUCTION EASEMENT
TO BE DEDICATED
BY SEPARATE DOCUMENT
REC. NO.

TRACT R
WILD POINTE FINAL PLAT
REC. NO. 436639

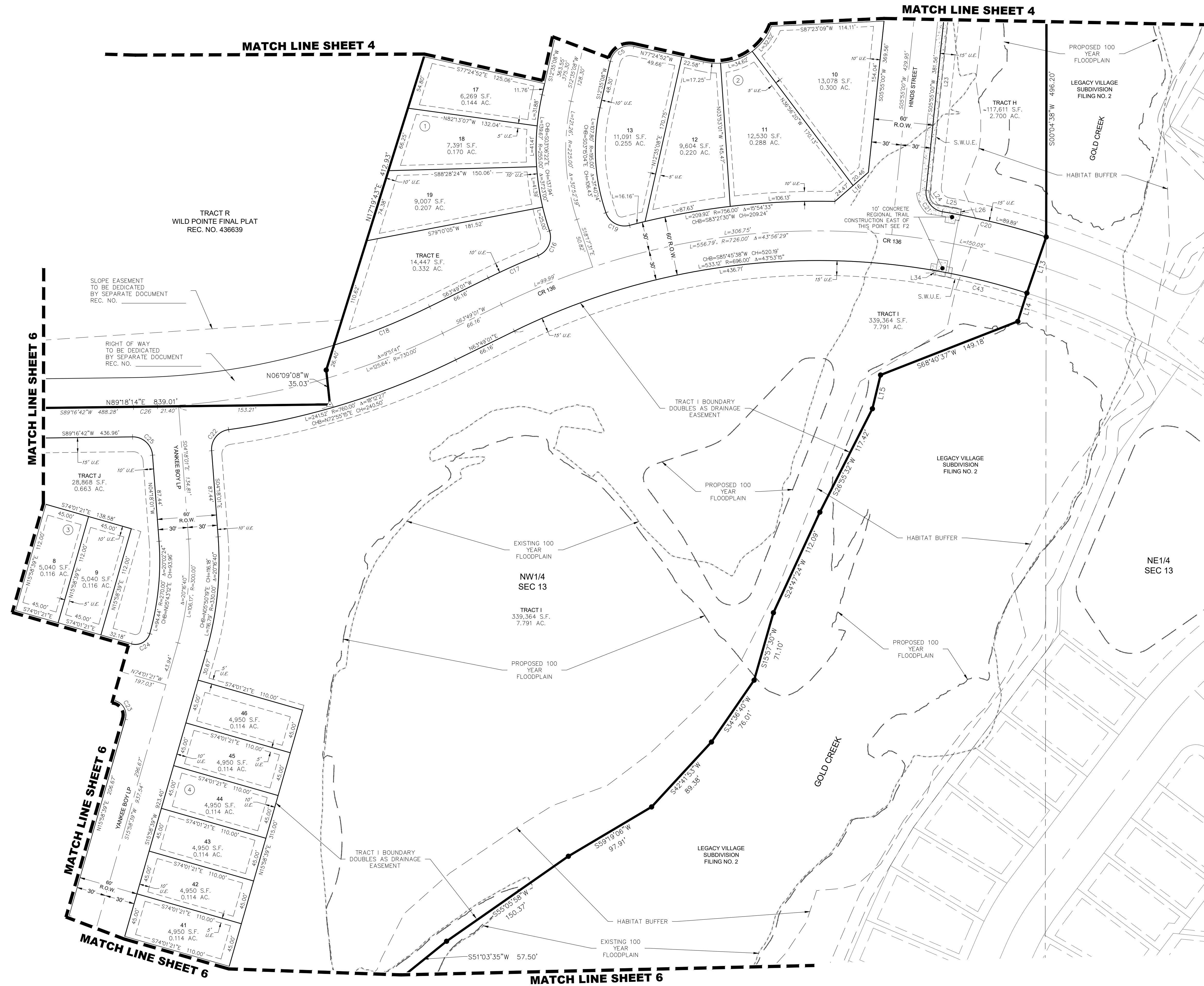
WILD POINTE FINAL PLAT
AMENDMENT NO.1
REC.# 487282

CML
a Westwood team

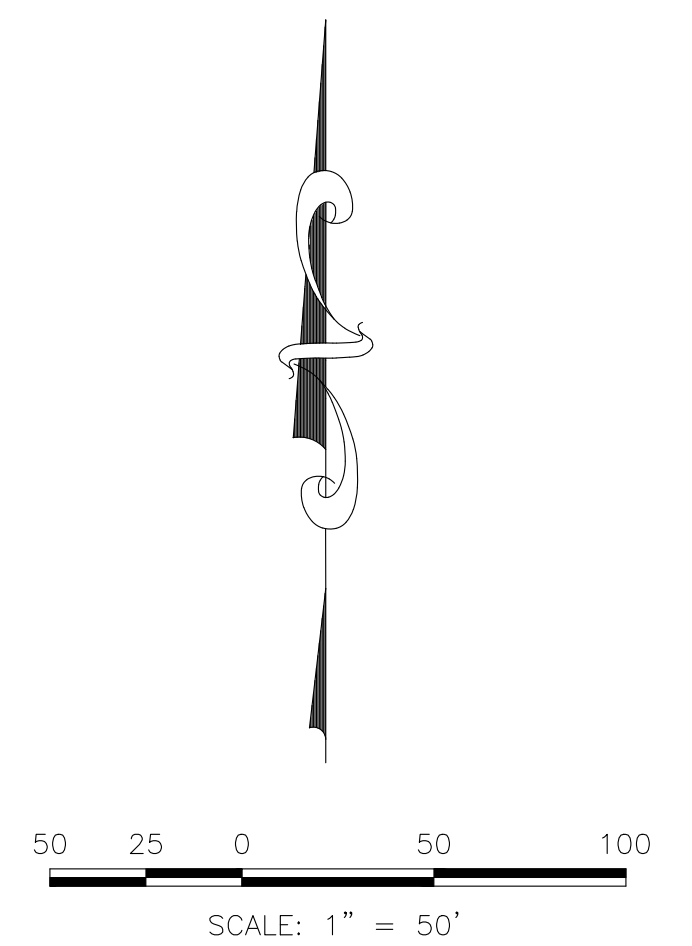
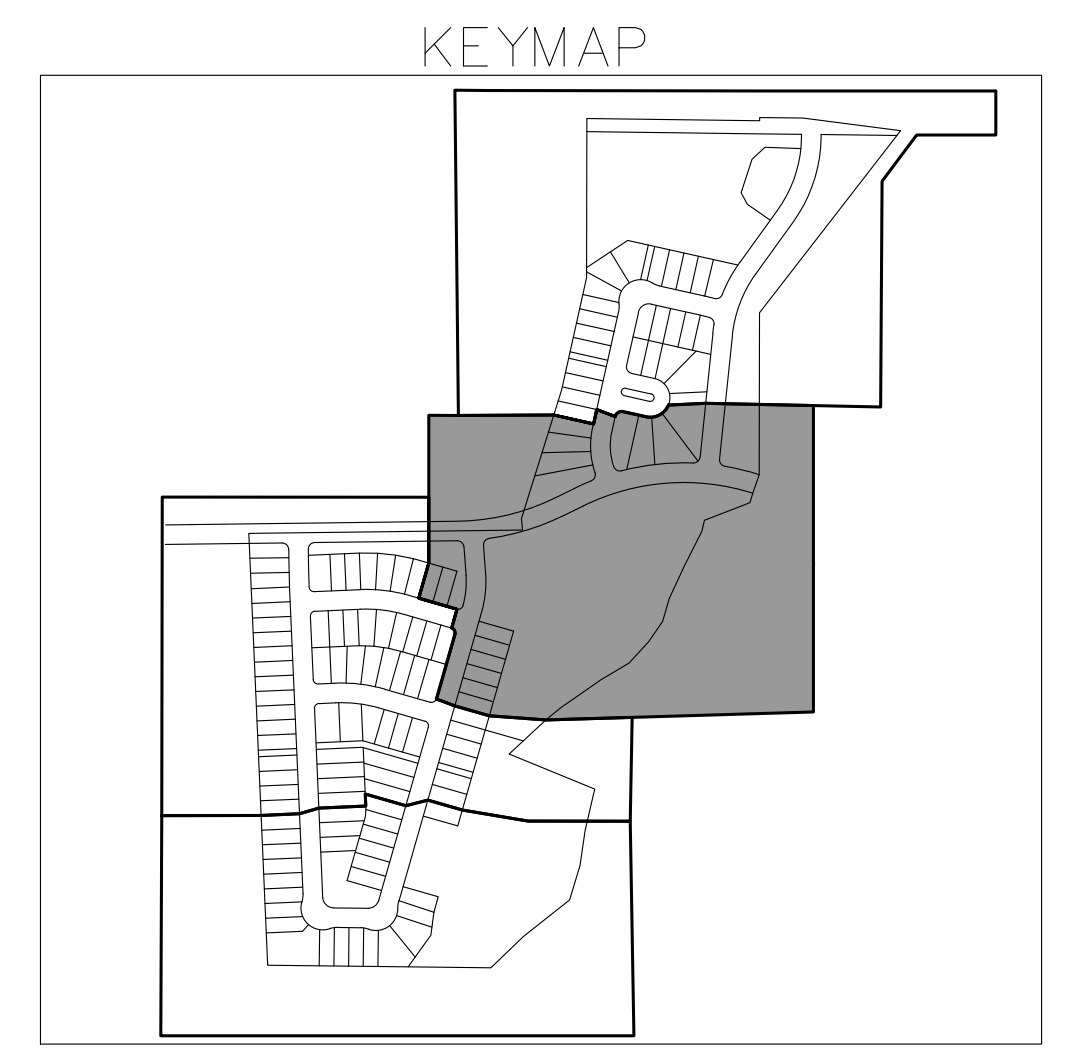
10333 E. Dry Creek Rd.
Suite 240
Englewood, CO 80112
Tel: 720.482.952
www.cvlinc.net
westwoodsps.com

LEGACY VILLAGE SUBDIVISION FILING NO. 1

A PARCEL OF LAND SITUATED IN THE NORTH HALF OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO
SHEET 5 OF 8

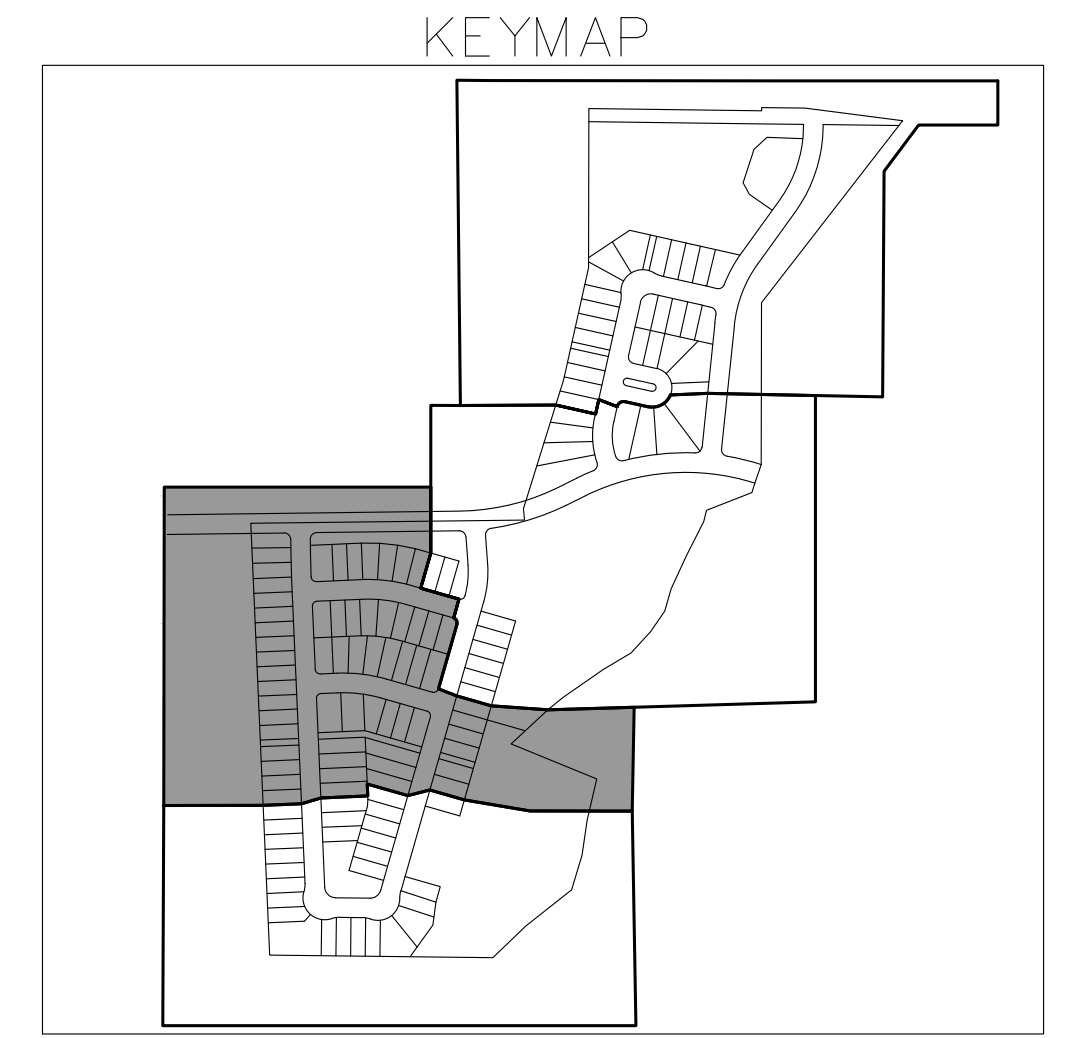
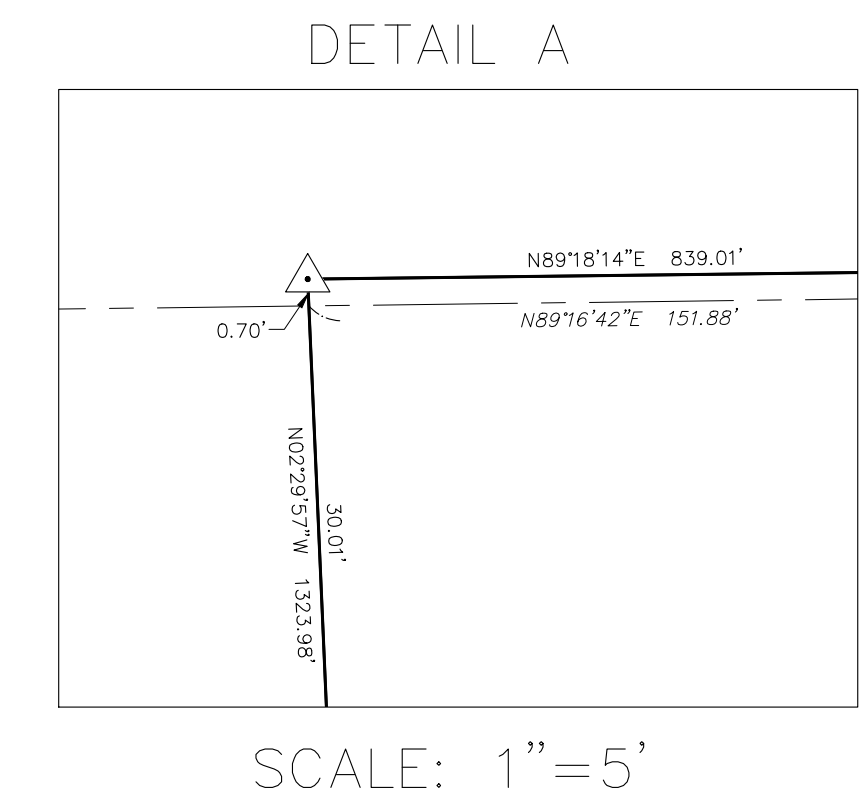
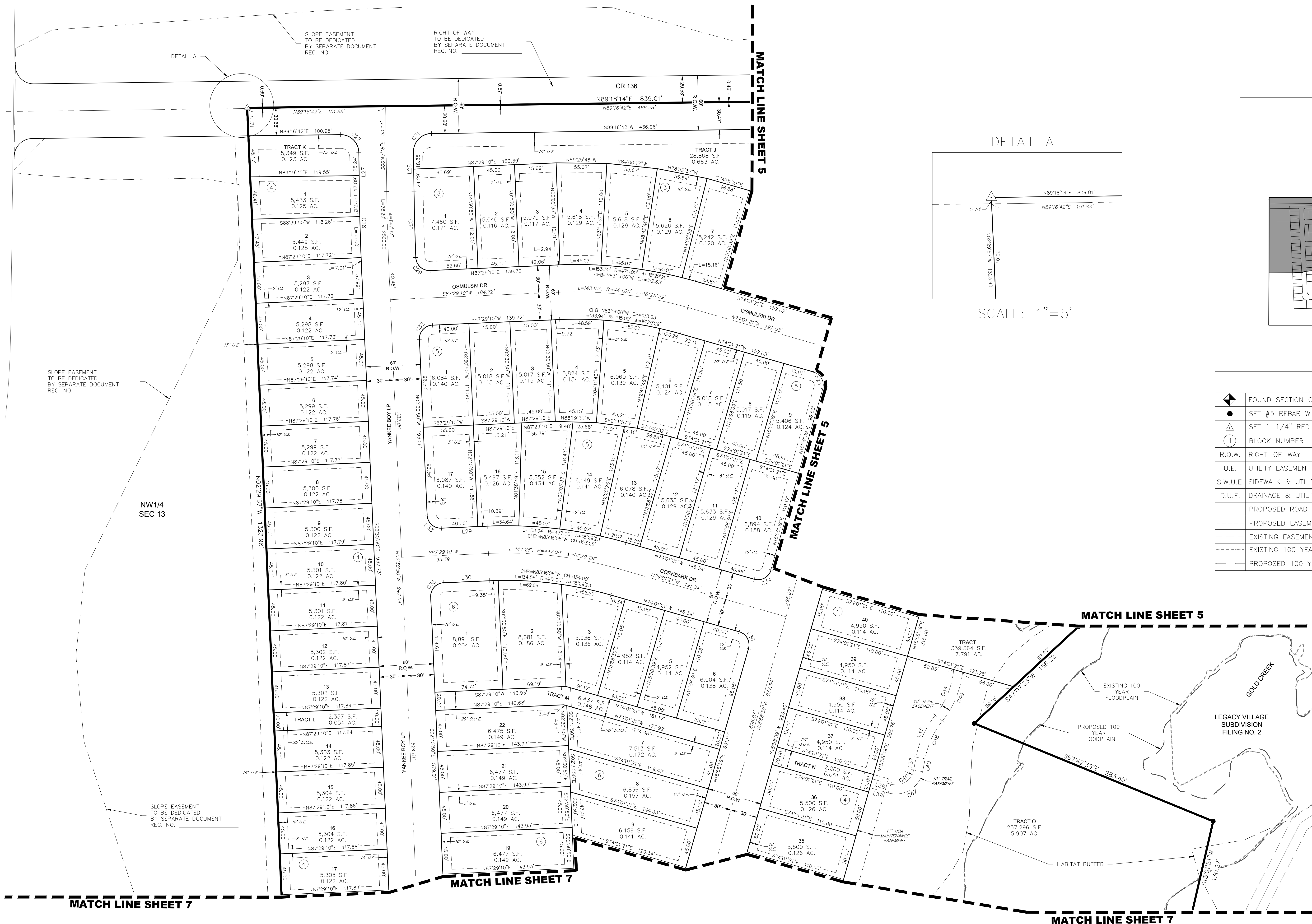


LEGEND	
	FOUND SECTION CORNER AS DESCRIBED
	SET #5 REBAR WITH 1-1/4" RED PLASTIC CAP "CVL PLS 34591"
	SET 1-1/4" RED PLASTIC CAP "PLS 34591" ON FOUND # 5 REBAR
	BLOCK NUMBER
	R.O.W. RIGHT-OF-WAY
	U.E. UTILITY EASEMENT
	S.W.U.E. SIDEWALK & UTILITY EASEMENT
	D.U.E. DRAINAGE & UTILITY EASEMENT
	PROPOSED ROAD CENTERLINE
	PROPOSED EASEMENT LINE
	EXISTING EASEMENT LINE
	EXISTING 100 YEAR FLOODPLAIN
	PROPOSED 100 YEAR FLOODPLAIN

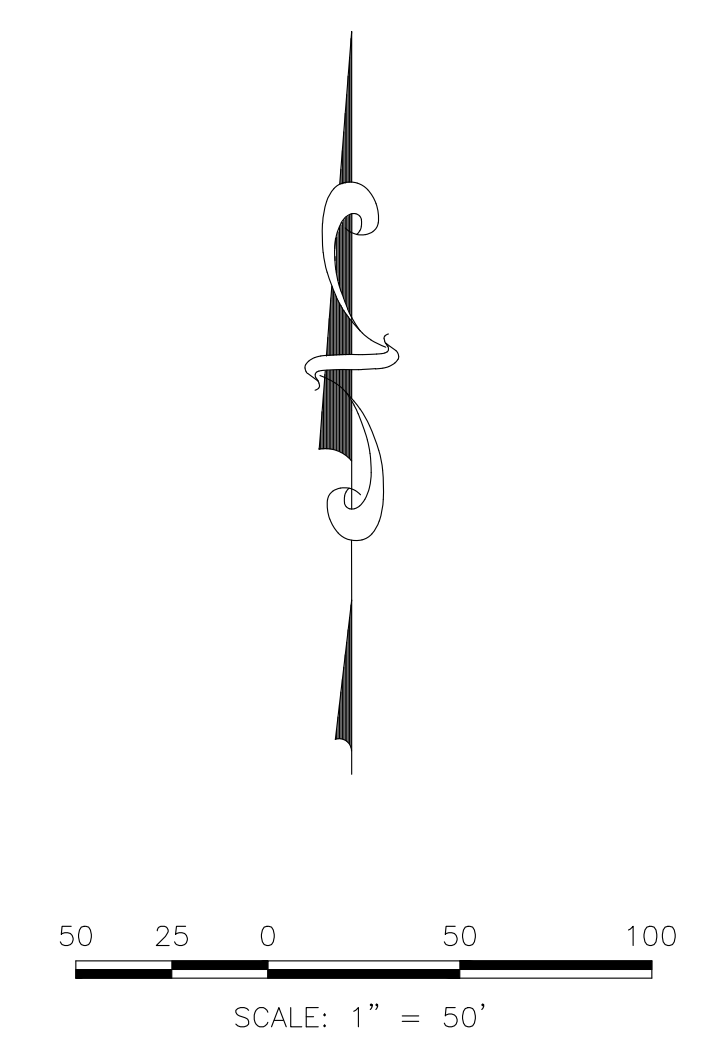


LEGACY VILLAGE SUBDIVISION FILING NO. 1

A PARCEL OF LAND SITUATED IN THE NORTH HALF OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO
SHEET 6 OF 8

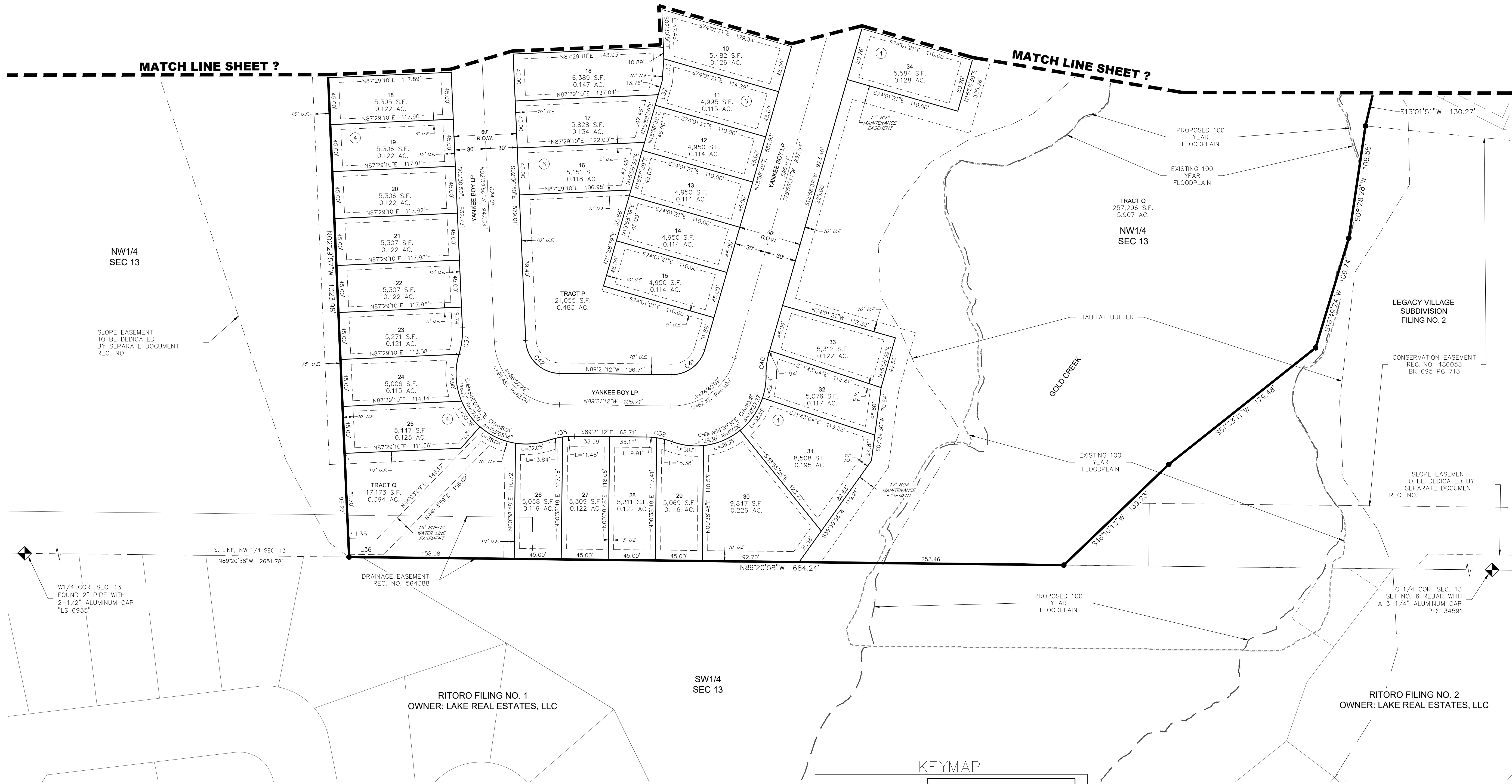


LEGEND	
	FOUND SECTION CORNER AS DESCRIBED
	SET #5 REBAR WITH 1-1/4" RED PLASTIC CAP "CVL PLS 34591"
	SET 1-1/4" RED PLASTIC CAP "PLS 34591" ON FOUND # 5 REBAR
	BLOCK NUMBER
	R.O.W. RIGHT-OF-WAY
	U.E. UTILITY EASEMENT
	S.W.U.E. SIDEWALK & UTILITY EASEMENT
	D.U.E. DRAINAGE & UTILITY EASEMENT
	PROPOSED ROAD CENTERLINE
	PROPOSED EASEMENT LINE
	EXISTING EASEMENT LINE
	EXISTING 100 YEAR FLOODPLAIN
	PROPOSED 100 YEAR FLOODPLAIN



LEGACY VILLAGE SUBDIVISION FILING NO. 1

A PARCEL OF LAND SITUATED IN THE NORTH HALF OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO
SHEET 7 OF 8



NW1/4
SEC 13

SLOPE EASEMENT
TO BE DEDICATED
BY SEPARATE DOCUMENT
REC. NO.

W1/4 COR. SEC. 13
FOUND 2" PIPE WITH
2-1/2" ALUMINUM CAP
"LS 6935"

S. LINE, NW 1/4 SEC. 13
N89°20'58"W 2651.78'

DRAINAGE EASEMENT
REC. NO. 564388

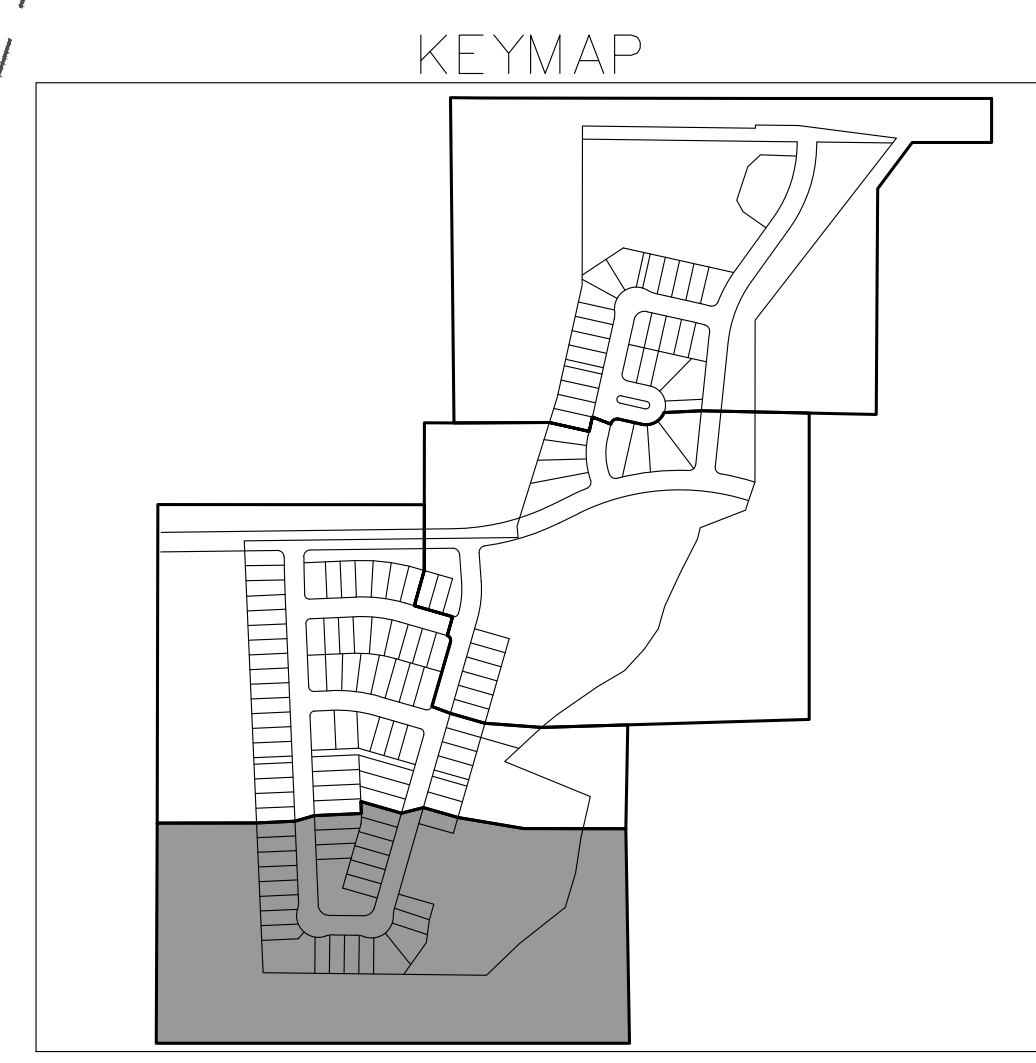
RITORO FILING NO. 1
OWNER: LAKE REAL ESTATES, LLC

SW1/4
SEC 13

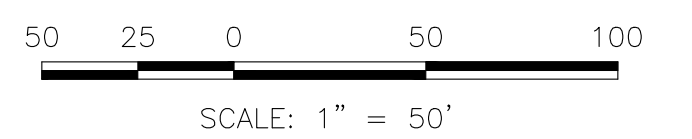
PROPOSED 100
YEAR
FLOODPLAIN

RITORO FILING NO. 2
OWNER: LAKE REAL ESTATES, LLC

C 1/4 COR. SEC. 13
SET NO. 6 REBAR WITH
A 3-1/4" ALUMINUM CAP
PLS 34591



LEGEND	
	FOUND SECTION CORNER AS DESCRIBED
	SET #5 REBAR WITH 1-1/4" RED PLASTIC CAP "CVL PLS 34591"
	SET 1-1/4" RED PLASTIC CAP "PLS 34591" ON FOUND # 5 REBAR
	BLOCK NUMBER
	R.O.W. RIGHT-OF-WAY
	U.E. UTILITY EASEMENT
	S.W.U.E. SIDEWALK & 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



CML
a Westwood team

10333 E. Dry Creek Rd.
Suite 240
Englewood, CO 80112
Tel: 720.482.952
www.cvlinc.net
westwoods.com

LEGACY VILLAGE SUBDIVISION FILING NO. 1

A PARCEL OF LAND SITUATED IN THE NORTH HALF OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO
SHEET 8 OF 8

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	20.00'	82°41'48"	28.87'	N62°49'55"E	26.43'
C2	255.00'	1°35'41"	7.10'	N76°37'02"W	7.10'
C3	75.00'	19°05'08"	24.98'	S67°52'18"E	24.87'
C4	75.00'	18°42'53"	24.50'	N03°13'42"E	24.39'
C5	20.00'	90°00'00"	31.42'	S57°35'08"W	28.28'
C6	20.00'	90°00'00"	31.42'	S32°24'52"E	28.28'
C7	11.50'	180°00'00"	36.13'	N12°35'08"E	23.00'
C8	11.50'	180°00'00"	36.13'	S12°35'08"W	23.00'
C9	33.00'	90°00'00"	51.84'	S57°35'08"W	46.67'
C10	195.00'	1°35'41"	5.43'	N76°37'02"W	5.43'
C11	20.00'	85°05'13"	29.70'	N33°16'35"W	27.05'
C12	450.00'	3°21'02"	26.32'	S07°35'31"W	26.31'
C13	225.00'	1°35'41"	6.26'	N76°37'02"W	6.26'
C14	460.50'	35°08'01"	282.38'	N18°17'10"E	277.97'
C15	385.50'	29°51'16"	200.87'	S20°50'38"W	198.60'
C16	20.00'	86°48'45"	30.30'	N24°36'30"E	27.49'
C17	756.00'	4°11'52"	55.39'	S65°54'57"W	55.38'
C18	700.00'	8°32'37"	104.38'	N68°05'19"E	104.28'
C19	20.00'	85°30'31"	29.85'	S61°50'31"E	27.15'
C20	756.00'	8°11'49"	108.16'	N76°17'26"W	108.06'
C21	20.00'	86°18'21"	30.13'	S37°14'10"E	27.36'
C22	20.00'	86°19'29"	30.13'	S38°51'44"W	27.36'
C23	15.00'	90°00'00"	23.56'	N29°01'21"W	21.21'
C24	15.00'	90°14'15"	23.62'	N60°51'31"E	21.26'
C25	20.00'	86°25'17"	30.17'	N47°30'39"W	27.39'
C26	730.00'	1°54'08"	24.24'	N88°19'38"E	24.24'
C27	20.00'	90°00'00"	31.42'	N45°43'18"W	28.28'
C28	2530.00'	1°47'32"	79.14'	S01°37'04"E	79.14'
C29	15.00'	90°06'20"	23.59'	S47°27'40"E	21.23'
C30	2470.00'	1°41'12"	72.71'	S01°33'54"E	72.71'
C31	20.00'	90°00'00"	31.42'	S44°16'42"W	28.28'
C32	15.00'	90°00'00"	23.56'	S42°29'10"W	21.21'
C33	15.00'	90°00'00"	23.56'	S47°30'50"E	21.21'
C34	15.00'	90°00'00"	23.56'	N60°58'39"E	21.21'
C35	15.00'	90°00'00"	23.56'	S42°29'10"W	21.21'
C36	15.00'	90°00'00"	23.56'	N29°01'21"W	21.21'
C37	75.00'	19°40'55"	25.76'	N07°19'12"E	25.64'
C38	75.00'	19°19'27"	25.30'	S80°59'05"W	25.18'
C39	75.00'	19°19'27"	25.30'	N79°41'29"W	25.18'
C40	75.00'	16°37'51"	21.77'	S07°39'43"W	21.69'
C41	33.00'	74°40'09"	43.01'	N53°18'43"E	40.03'
C42	33.00'	86°50'22"	50.02'	S45°56'01"E	45.36'
C43	691.50'	7°56'12"	95.79'	N76°15'50"W	95.71'
C44	95.00'	33°04'46"	54.85'	N21°58'31"E	54.09'
C45	105.00'	27°53'19"	51.11'	S24°34'14"W	50.61'
C46	20.00'	95°21'05"	33.28'	N58°18'07"E	29.57'
C47	30.00'	95°21'05"	49.93'	N58°18'07"E	44.36'
C48	95.00'	27°53'19"	46.24'	S24°34'14"W	45.79'
C49	105.00'	32°03'56"	58.76'	N22°28'56"E	58.00'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S00°43'10"W	9.60'
L2	S00°43'10"W	9.60'
L3	S87°47'36"E	110.13'
L4	N46°49'10"E	54.24'
L5	N18°05'10"E	107.68'
L6	S28°37'48"E	40.15'
L7	S55°11'31"E	85.55'
L8	N00°04'38"E	10.00'
L9	S77°24'52"E	79.24'
L10	S77°24'52"E	79.24'
L11	N12°35'08"E	108.92'
L12	N12°35'08"E	107.37'
L13	S19°00'30"W	60.01'
L14	S17°42'16"W	30.09'
L15	S13°34'08"W	35.16'
L16	S48°58'51"W	44.93'
L17	N75°49'11"W	28.20'
L18	S75°49'11"E	26.11'
L19	N77°24'52"W	122.24'
L20	S00°43'10"W	9.60'
L21	S40°18'38"W	75.80'
L22	S35°46'15"W	121.01'
L23	N05°55'00"E	368.65'
L24	N36°40'13"W	12.04'
L25	N79°24'51"W	24.22'
L26	N10°43'19"E	6.34'
L27	S00°43'18"E	43.14'
L28	N00°43'18"W	43.14'
L29	N87°29'10"E	50.39'
L30	S87°29'10"W	50.39'
L31	N41°15'50"E	27.55'
L32	N15°58'39"E	24.23'
L33	N04°19'00"E	21.21'
L34	S09°46'04"W	4.50'
L35	S89°21'12"E	27.45'
L36	S89°21'12"E	33.08'
L37	N10°37'34"E	14.37'
L38	S74°01'21"E	21.04'
L39	N74°01'21"W	21.04'
L40	S10°37'34"W	14.37'

**EXHIBIT C-1 - LANDSCAPE
PG 1 OF 5**

Item 5.

**LEGACY VILLAGE: FILING 1 - PUBLIC IMPROVEMENTS LANDSCAPE ESTIMATE
OPINION OF PROBABLE LANDSCAPE CONSTRUCTION COSTS**

Date: 09/15/2021

SUMMARY		
1. TRACT 'B' & ADJACENT TREE LAWNS	Subtotal:	\$ 12,098.03
2. TRACT 'C'	Subtotal:	\$ 2,774.12
3. TRACT 'D'	Subtotal:	\$ 474.81
4. TRACT 'E' & ADJACENT TREE LAWNS	Subtotal:	\$ 6,801.38
5. TRACT 'F'	Subtotal:	\$ 5,177.91
6. TRACT 'G' & ADJACENT TREE LAWNS	Subtotal:	\$ 5,229.63
7. TRACT 'H' & ADJACENT TREE LAWNS	Subtotal:	\$ 23,787.07
8. TRACT 'I' & ADJACENT TREE LAWNS	Subtotal:	\$ 211,150.60
9. TRACT 'J' & ADJACENT TREE LAWNS	Subtotal:	\$ 20,064.00
10. TRACT 'K' & ADJACENT TREE LAWNS	Subtotal:	\$ 40,108.13
11. TRACT 'L'	Subtotal:	\$ 453.72
12. TRACT 'M'	Subtotal:	\$ 8,613.72
13. TRACT 'N'	Subtotal:	\$ 2,696.82
14. TRACT 'O'	Subtotal:	\$ 12,003.26
15. TRACT 'P'	Subtotal:	\$ 45,991.73
16. TRACT 'Q'	Subtotal:	\$ 11,318.30
	15% Contingency	\$ 61,311.48
LANDSCAPE TOTAL:		\$ 470,054.71

Notes:

1. Estimate does include concrete walks & ramps associated with streets, pedestrian crosswalk striping, road infrastructure, utilities, earthwork, or mobilization costs.
2. This opinion of probable landscape construction costs is made on the basis of the Planner/Landscape Architect's experience and qualifications and represents the best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Planner/Landscape has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Planner/Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from this opinion of probable construction cost. If the OWNER wishes greater assurance as to probable construction costs, the OWNER shall employ an independent cost estimator or contractor.

**EXHIBIT C-1 LANDSCAPE
PG 2 OF 5**

Item 5.

1. TRACT 'B' & ADJACENT TREE LAWNS				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Plant Materials				
Deciduous Trees (2.5" Cal.)	10	EA	\$ 480.00	\$ 4,800.00
Native Seed Mixture	3,801	SF	\$ 0.19	\$ 722.19
Detention Seed Mixture	23,616	SF	\$ 0.19	\$ 4,487.04
Bluegrass Sod	2,611	SF	\$ 0.60	\$ 1,566.60
Soil Prep & Fine Grading (Sod Area & Shrubs Beds)	2,611	SF	\$ 0.20	\$ 522.20
			TOTAL	\$ 12,098.03

2. TRACT 'C'				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Plant Materials				
Native Seed Mixture	1,698	SF	\$ 0.19	\$ 322.62
Steel Edger	230	LF	\$ 3.25	\$ 747.50
Crusher Fines	568	SF	\$ 3.00	\$ 1,704.00
			TOTAL	\$ 2,774.12

3. TRACT 'D'				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Plant Materials				
Native Seed Mixture	2,499	SF	\$ 0.19	\$ 474.81
			TOTAL	\$ 474.81

4. TRACT 'E' & ADJACENT TREE LAWNS				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Plant Materials				
Deciduous Trees (2" Cal.)	6	EA	\$ 480.00	\$ 2,880.00
Native Seed Mixture	14,942	SF	\$ 0.19	\$ 2,838.98
Bluegrass Sod	1,353	SF	\$ 0.60	\$ 811.80
Soil Prep & Fine Grading (Sod Area & Shrubs Beds)	1,353	SF	\$ 0.20	\$ 270.60
			TOTAL	\$ 6,801.38

5. TRACT 'F'				
ITEM	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Plant Materials				
Deciduous Shrubs (5 gal)	41	EA	\$ 35.00	\$ 1,435.00
Ornamental Grasses / Perennials (1 gal)	57	EA	\$ 18.00	\$ 1,026.00
Bluegrass Sod	665	SF	\$ 0.60	\$ 399.00
Cobble Mulch (1.5" - 3")	1,573	SF	\$ 0.97	\$ 1,525.81
Soil Prep & Fine Grading (Sod Area & Shrubs Beds)	2,238	SF	\$ 0.20	\$ 447.60
Steel Edger	106	LF	\$ 3.25	\$ 344.50
			TOTAL	\$ 5,177.91

**EXHIBIT C-1 LANDSCAPE
PG 3 OF 5**

Item 5.

6. TRACT 'G' & ADJACENT TREE LAWNS	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Native Seed Mixture	3,677	SF	\$ 0.19	\$ 698.63
Bluegrass Sod	195	SF	\$ 0.60	\$ 117.00
Soil Prep & Fine Grading (Sod Area & Shrubs Beds)	195	SF	\$ 0.20	\$ 39.00
Concrete Walks	625	SF	\$ 7.00	\$ 4,375.00
			TOTAL	\$ 5,229.63

7. TRACT 'H' & ADJACENT TREE LAWNS	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Deciduous Trees (2" Cal.)	27	EA	\$ 480.00	\$ 12,960.00
Native Seed Mixture	29,553	SF	\$ 0.19	\$ 5,615.07
Bluegrass Sod	6,515	SF	\$ 0.60	\$ 3,909.00
Soil Prep & Fine Grading (Sod Area & Shrubs Beds)	6,515	SF	\$ 0.20	\$ 1,303.00
			TOTAL	\$ 23,787.07

8. TRACT 'I' & ADJACENT TREE LAWNS	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Deciduous Trees (2" Cal.)	44	EA	\$ 480.00	\$ 21,120.00
Deciduous Shrubs (5 gal)	139	EA	\$ 35.00	\$ 4,865.00
Evergreen Shrubs (5 gal)	8	EA	\$ 45.00	\$ 360.00
Ornamental Grasses / Perennials (1 gal)	45	EA	\$ 18.00	\$ 810.00
Native Seed Mixture	88,211	SF	\$ 0.19	\$ 16,760.09
Detention Seed Mixture	28,667	SF	\$ 0.19	\$ 5,446.73
Bluegrass Sod	4,478	SF	\$ 0.60	\$ 2,686.80
Shredded Cedar Mulch	3,114	SF	\$ 0.97	\$ 3,020.58
Soil Prep & Fine Grading (Sod Area & Shrubs Beds)	7,592	SF	\$ 0.20	\$ 1,518.40
Concrete Walks	1,823	SF	\$ 7.00	\$ 12,761.00
Crusher Fines	11,464	SF	\$ 3.00	\$ 34,392.00
Steel Edger	304	LF	\$ 3.25	\$ 988.00
Concrete Playground Edger	110	LF	\$ 46.00	\$ 5,060.00
Shade Shelter	1	EA	\$ 25,000.00	\$ 25,000.00
Picnic Tables	2	EA	\$ 6,000.00	\$ 12,000.00
Pet Waste Station	1	EA	\$ 850.00	\$ 850.00
Trash Receptacles	1	EA	\$ 1,900.00	\$ 1,900.00
Bike Rack	2	EA	\$ 1,000.00	\$ 2,000.00
Multi-Level Play Structure	1	EA	\$ 50,000.00	\$ 50,000.00
ADA Playground Ramp	1	EA	\$ 1,800.00	\$ 1,800.00
Engineered Wood Fiber	2,232	SF	\$ 3.50	\$ 7,812.00
			TOTAL	\$ 211,150.60

9. TRACT 'J' & ADJACENT TREE LAWNS	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Deciduous Trees (2" Cal.)	15	EA	\$ 480.00	\$ 7,200.00
Ornamental Trees (1.5" Cal.)	3	EA	\$ 375.00	\$ 1,125.00
Evergreen Trees (6'-8' Ht.)	7	EA	\$ 550.00	\$ 3,850.00
Native Seed Mixture	31,020	SF	\$ 0.19	\$ 5,893.80
Bluegrass Sod	2,494	SF	\$ 0.60	\$ 1,496.40
Soil Prep & Fine Grading (Sod Area & Shrubs Beds)	2,494	SF	\$ 0.20	\$ 498.80
			TOTAL	\$ 20,064.00

**EXHIBIT C-1 LANDSCAPE
PG 4 OF 5**

Item 5.

10. TRACT 'K' & ADJACENT TREE LAWNS	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Deciduous Trees (2" Cal.)	8	EA	\$ 480.00	\$ 3,840.00
Evergreen Trees (6'-8' Ht.)	2	EA	\$ 550.00	\$ 1,100.00
Native Seed Mixture	176,767	SF	\$ 0.19	\$ 33,585.73
Bluegrass Sod	1,978	SF	\$ 0.60	\$ 1,186.80
Soil Prep & Fine Grading (Sod Area & Shrubs Beds)	1,978	SF	\$ 0.20	\$ 395.60
			TOTAL	\$ 40,108.13

11. TRACT 'L'	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Native Seed Mixture	2,388	SF	\$ 0.19	\$ 453.72
			TOTAL	\$ 453.72

12. TRACT 'M'	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Native Seed Mixture	2,388	SF	\$ 0.19	\$ 453.72
Crusher Fines	2,720	SF	\$ 3.00	\$ 8,160.00
			TOTAL	\$ 8,613.72

13. TRACT 'N'	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Native Seed Mixture	678	SF	\$ 0.19	\$ 128.82
Crusher Fines	856	SF	\$ 3.00	\$ 2,568.00
			TOTAL	\$ 2,696.82

14. TRACT 'O'	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Deciduous Trees (2" Cal.)	6	EA	\$ 480.00	\$ 2,880.00
Native Seed Mixture	25,154	SF	\$ 0.19	\$ 4,779.26
Crusher Fines	1,448	SF	\$ 3.00	\$ 4,344.00
			TOTAL	\$ 12,003.26

15. TRACT 'P'	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Deciduous Trees (2" Cal.)	15	EA	\$ 480.00	\$ 7,200.00
Deciduous Shrubs (5 gal)	63	EA	\$ 35.00	\$ 2,205.00
Evergreen Shrubs (5 gal)	7	EA	\$ 45.00	\$ 315.00
Native Seed Mixture	9,827	SF	\$ 0.19	\$ 1,867.13
Bluegrass Sod	10,784	SF	\$ 0.60	\$ 6,470.40
Shredded Cedar Mulch	1,095	SF	\$ 0.97	\$ 1,062.15
Soil Prep & Fine Grading (Sod Area & Shrubs Beds)	11,879	SF	\$ 0.20	\$ 2,375.80
Concrete Walks	1,603	SF	\$ 7.00	\$ 11,221.00
Steel Edger	177	LF	\$ 3.25	\$ 575.25
Picnic Tables	1	EA	\$ 6,000.00	\$ 6,000.00
Pet Waste Station	1	EA	\$ 850.00	\$ 850.00
Benches	2	EA	\$ 1,800.00	\$ 3,600.00
Trash Receptacles	1	EA	\$ 1,900.00	\$ 1,900.00
BBQ Grill	1	EA	\$ 350.00	\$ 350.00
			TOTAL	\$ 45,004.96

**EXHIBIT C-1 LANDSCAPE
PG 5 OF 5**

Item 5.

16. TRACT 'Q'	QUANTITY	UNIT	COST/UNIT	TOTAL COST
Deciduous Trees (2" Cal.)	3	EA	\$ 480.00	\$ 1,440.00
Deciduous Shrubs (5 gal)	67	EA	\$ 35.00	\$ 2,345.00
Evergreen Shrubs (5 gal)	8	EA	\$ 45.00	\$ 360.00
Ornamental Grasses / Perennials (1 gal)	45	EA	\$ 18.00	\$ 810.00
Native Seed Mixture	14,990	SF	\$ 0.19	\$ 2,848.10
Shredded Cedar Mulch	2,335	SF	\$ 0.97	\$ 2,264.95
Soil Prep & Fine Grading (Sod Area & Shrubs Beds)	2,335	SF	\$ 0.20	\$ 467.00
Steel Edger	241	LF	\$ 3.25	\$ 783.25
			TOTAL	\$ 11,318.30

EXHIBIT C-1
PG 1 OF 5



10333 E. Dry Creek Rd
Suite 240
Englewood, Colorado 80112
720.482.9526 Fax 720.482.9546

PROJECT: Legacy Village Estimate of Preliminary Infrastructure Costs
CLIENT: E86 J.V., LLC
ESTIMATE PREPARED BY: CVL, a Westwood Team
FILING 1: 126 LOTS, 51.285 ACRES

JOB NUMBER: 8130147404
DATE: 9/30/2021

FILING 1 SUMMARY (WEST)

Item	FILING 1 ON-SITE INFRASTRUCTURE	Total Cost
	WATER	\$763,400.00
	SANITARY SEWER	\$619,200.00
	STORM SEWER	\$535,600.00
	STREET LIGHTS	\$90,000.00
	CURB/GUTTER AND SIDEWALK	\$600,560.50
	ROADWAYS (INCLUDES HIGHWAY 86)	\$1,327,436.00
	SIGNAGE	\$7,400.00
	POND A	\$89,700.00
	POND B	\$73,800.00
	EARTHWORK, WALLS AND TRAILS	\$1,477,925.60
	TOTAL	\$5,585,022.10
	15% CONTINGENCY	\$837,753.32

TOTAL ESTIMATED DEVELOPMENT COSTS

\$6,422,775.42

NOTES 1. EARTHWORK ACCOUNTS FOR THE ENTIRE LEGACY VILLAGE SITE MINUS FLOODPLAIN
2. EROSION CONTROL COST IS APPLIED FROM THE GESR REPORT COST ESTIMATES.

EXHIBIT C-1
PG 2 OF 5



a **Westwood** team

10333 E. Dry Creek Rd
Suite 240
Englewood, Colorado 80112
720.482.9526 Fax 720.482.9546

PROJECT: Legacy Village Estimate of Preliminary Infrastructure Costs
CLIENT: E86 J.V., LLC
ESTIMATE PREPARED BY: CVL, a Westwood Team
FILING 1: 126 LOTS, 51.285 ACRES

JOB NUMBER: 8130147404
DATE: 9/30/2021

FILING 1 (West)

SUMMARY

Item	Description	Total Cost
	WATER	\$763,400.00
	SANITARY SEWER	\$619,200.00
	STORM SEWER	\$535,600.00
	STREET LIGHTS	\$90,000.00
	CURB GUTTER AND SIDEWALK	\$600,560.50
	ROADWAYS	\$1,002,000.00
	SIGNAGE	\$7,400.00
TOTAL COST		\$3,618,160.50

MINOR COLLECTOR CR-136 (60' ROW)	1750	LF
MINOR COLLECTOR HINDS STREET (60' ROW)	1060	LF
LOCAL TYPE III-UL3 (60' ROW)	4541	LF
NUMBER OF LOTS	126	EA

WATER

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	8" WATERLINE (C900) (INCLUDES ALL FITTINGS/THRUST BLOCKS)	3,200	L.F.	\$30.00	\$96,000.00
	12" WATERLINE (C900) (INCLUDES ALL FITTINGS/THRUST BLOCKS)	5,965	L.F.	\$45.00	\$268,400.00
	8" GATE VALVE W/ BOX	10	EA.	\$1,600.00	\$16,000.00
	12" GATE VALVE W/ BOX	25	EA.	\$3,400.00	\$85,000.00
	12"x12"x12" TEE	2	EA.	\$1,100.00	\$2,200.00
	12"x12"x8" TEE	8	EA.	\$800.00	\$6,400.00
	8"x8"x8" TEE	3	EA.	\$800.00	\$2,400.00
	12"x12"x12"x8" CROSS	1	EA	\$1,100.00	\$1,100.00
	12"x8" REDUCER	1	EA.	\$410.00	\$400.00
	3/4" SERVICE LINE W/ METER BOX	128	EA.	\$1,700.00	\$217,600.00
	FIRE HYDRANT ASSEMBLY	14	EA.	\$4,400.00	\$61,600.00
	6" DIP (FIRE HYDRANT LINE)	314	L.F.	\$20.00	\$6,300.00
Total Cost					\$763,400.00

SANITARY SEWER

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	8" SEWER (PVC)	6,488	L.F.	\$40.60	\$263,400.00
	4' DIA. MANHOLE	39	EA.	\$4,200.00	\$163,800.00
	4" SANITARY SERVICE LINE	128	EA.	\$1,500.00	\$192,000.00
Total Cost					\$619,200.00

EXHIBIT C-1 PG 3 OF 5



a **Westwood** team

10333 E. Dry Creek Rd
Suite 240
Englewood, Colorado 80112
720.482.9526 Fax 720.482.9546

PROJECT: Legacy Village Estimate of Preliminary Infrastructure Costs
CLIENT: E86 J.V., LLC
ESTIMATE PREPARED BY: CVL, a Westwood Team
FILING 1: 126 LOTS, 51.285 ACRES

JOB NUMBER: 8130147404
DATE: 9/30/2021

STORM SEWER

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" STORM (RCP)	1,725	L.F.	\$49.00	\$84,500.00
	24" STORM (RCP)	922	L.F.	\$65.00	\$59,900.00
	30" STORM (RCP)	987	L.F.	\$85.25	\$84,100.00
	36" STORM (RCP)	256	L.F.	\$111.00	\$28,400.00
	4' DIA. MANHOLE	6	EA.	\$2,730.00	\$16,400.00
	5' DIA. MANHOLE	22	EA.	\$3,765.00	\$82,800.00
	6' DIA. MANHOLE	2	EA.	\$4,910.00	\$9,800.00
	18" FES	2	EA.	\$2,100.00	\$4,200.00
	24" FES	0	EA.	\$2,500.00	\$0.00
	36" FES	1	EA.	\$2,500.00	\$2,500.00
	TYPE C INLET	1	EA.	\$4,850.00	\$4,900.00
	5' TYPE R INLET	3	EA.	\$8,500.00	\$25,500.00
	10' TYPE R INLET	7	EA.	\$9,200.00	\$64,400.00
	15' TYPE R INLET	5	EA.	\$11,650.00	\$58,300.00
	SIDEWALK CHASE	5	EA.	\$800.00	\$4,000.00
	SOIL RIPRAP	42	CY.	\$141.00	\$5,900.00

Total Cost **\$535,600.00**

STREET LIGHTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STREET LIGHTS	18	EA.	\$5,000.00	\$90,000.00

Total Cost **\$90,000.00**

CURB GUTTER AND SIDEWALK

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	11" MOUNTABLE CURB & GUTTER WITH 2" PAN	9,082	L.F.	\$14.00	\$127,148.00
	6"X5' ATTACHED CONCRETE SIDEWALK	9,082	L.F.	\$22.50	\$204,345.00
	6"X5' DETACHED CONCRETE SIDEWALK	4,755	L.F.	\$22.50	\$106,987.50
	6"X10' DETACHED CONCRETE REGIONAL TRAIL	1,060	L.F.	\$24.00	\$25,440.00
	6" VERTICAL CURB WITH 2" PAN	5,710	L.F.	\$14.00	\$79,940.00
	10' CONCRETE PAN	3	EA.	\$900.00	\$2,700.00
	HANDICAP RAMPS	36	EA.	\$1,500.00	\$54,000.00

Total Cost **\$600,560.50**

HIGHWAY 86

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	LANE STRIPING AND FLOW ARROWS	LS	L.S.	\$15,236.00	\$15,236.00
	COMPOSITE 6" FULL DEPTH ASPHALT, 6" TREATED SUBGRADE (CDOT)	4,192	S.Y.	\$74.00	\$310,200.00

Total Cost **\$325,436.00**

ROADWAYS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	COMPOSITE 4" FULL DEPTH ASPHALT, 6" TREATED SUBGRADE (LOCAL ROADS)	9,333	S.Y.	\$51.00	\$476,000.00
	COMPOSITE 5" FULL DEPTH ASPHALT, 4" TREATED SUBGRADE (MINOR COLLECTOR ROADS)	9,069	S.Y.	\$58.00	\$526,000.00

Total Cost **\$1,002,000.00**

SIGNAGE

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	SIGNAGE (1 EVERY 300')	25	EA.	\$300.00	\$7,400.00

Total Cost **\$7,400.00**

**EXHIBIT C-1
PG 4 OF 5**

Item 5.



10333 E. Dry Creek Rd
Suite 240
Englewood, Colorado 80112
720.482.9526 Fax 720.482.9546

PROJECT: Legacy Village Estimate of Preliminary Infrastructure Costs
CLIENT: E86 J.V., LLC
ESTIMATE PREPARED BY: CVL, a Westwood Team
FILING 1: 126 LOTS, 51.285 ACRES

JOB NUMBER: 8130147404
DATE: 9/30/2021

FILING 1 ON-SITE PONDS

SUMMARY

Item	Description	Total Cost
	POND A	\$89,700.00
	POND B	\$73,800.00
TOTAL COST		\$163,500.00

POND A

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	CONCRETE FOREBAY	4	EA.	\$20,000.00	\$80,000.00
	4' CONCRETE TRICKLE CHANNEL	170	L.F.	\$20.00	\$3,400.00
	6' DIA. MANHOLE	1	C.Y.	\$4,910.00	\$4,900.00
	SOIL RIPRAP	10	CY.	\$141.00	\$1,400.00
Total Cost					\$89,700.00

POND B

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	CONCRETE FOREBAY	1	EA.	\$20,000.00	\$20,000.00
	4' CONCRETE TRICKLE CHANNEL	123	L.F.	\$20.00	\$2,500.00
	DETENTION POND RELEASE STRUCTURE	1	EA.	\$30,000.00	\$30,000.00
	24" STORM (RCP)	125	L.F.	\$65.00	\$8,100.00
	SOIL RIPRAP	10	CY.	\$141.00	\$1,400.00
	RIPRAP OVERFLOW	81	CY.	\$146.00	\$11,800.00
Total Cost					\$73,800.00



10333 E. Dry Creek Rd
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PROJECT: Legacy Village Estimate of Preliminary Infrastructure Costs
CLIENT: E86 J.V., LLC
ESTIMATE PREPARED BY: CVL, a Westwood Team
FILING 1: 126 LOTS, 51.285 ACRES

JOB NUMBER: 8130147404
DATE: 9/30/2021

FILING 1 SITE

SUMMARY

Item	Description	Total Cost
	EARTHWORK WALLS AND TRAILS	\$1,089,183.60
	EROSION CONTROL	\$388,742.00
TOTAL COST		\$1,477,925.60

EARTHWORK (F1 AND F2)

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
1	MOBILIZATION	1	L.S.	\$20,000.00	\$20,000.00
1	TOPSOIL REMOVAL (6" DEPTH)	50,000	C.Y.	\$1.80	\$90,000.00
1	EARTHWORK AND GRADING	411,438	C.Y.	\$2.05	\$843,400.00
Total Cost					\$953,400.00

WALLS AND TRAILS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	RETAINING WALLS	1,182	L.F.	\$38.00	\$ 44,916.00
	8' CONCRETE TRAIL	2,067	L.F.	\$34.40	\$ 71,104.80
	4' CONCRETE DRAINAGE PAN	1,149	L.F.	\$17.20	\$ 19,762.80
Total Cost					\$135,783.60

(See Street section for Regional Trail)

EROSION CONTROL

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	EROSION CONTROL*	N/A	N/A	N/A	\$388,742.00
Total Cost					\$388,742.00

EXHIBIT C-2
PG 1 OF 5



10333 E. Dry Creek Rd
Suite 240
Englewood, Colorado 80112
720.482.9526 Fax 720.482.9546

PROJECT: Legacy Village Estimate of F1 LOCATED WITHIN FLOODPLAIN
CLIENT: E86 J.V., LLC
ESTIMATE PREPARED BY: Westwood
FILING 1: 126 LOTS, 51.285 ACRES

JOB NUMBER: 8130147404
DATE: 9/30/2021

FILING 1 SUMMARY WITHIN FLOODPLAIN

Item	FILING 1 INFRASTRUCTURE LOCATED WITHIN FLOODPLAIN	Total Cost
	WATER	\$50,200.00
	SANITARY SEWER	\$5,300.00
	STORM SEWER	\$38,900.00
	CURB/GUTTER AND SIDEWALK	\$17,958.50
	ROADWAYS	\$37,000.00
	POND A	\$60,200.00
	EARTHWORK, WALLS AND TRAILS	\$74,612.80
	TOTAL	\$284,171.30
	15% CONTINGENCY	\$42,625.70

TOTAL ESTIMATED DEVELOPMENT COSTS

\$326,797.00

- NOTES 1. EARTHWORK OPERATIONS WITHIN FLOODPLAIN ONLY
2. EROSION CONTROL COST IS APPLIED FROM THE GESC REPORT COST ESTIMATES.

EXHIBIT C-2
PG 2 OF 5

Item 5.



a **Westwood** team

10333 E. Dry Creek Rd
Suite 240
Englewood, Colorado 80112
720.482.9526 Fax 720.482.9546

PROJECT: Legacy Village Estimate of F1 LOCATED WITHIN FLOODPLAIN
CLIENT: E86 J.V., LLC
ESTIMATE PREPARED BY: Westwood
FILING 1: 126 LOTS, 51.285 ACRES

JOB NUMBER: 8130147404
DATE: 9/30/2021

FILING 1 (WITHIN FLOODPLAIN)

SUMMARY

Item	Description	Total Cost
	WATER	\$50,200.00
	SANITARY SEWER	\$5,300.00
	STORM SEWER	\$38,900.00
	CURB GUTTER AND SIDEWALK	\$17,958.50
	ROADWAYS	\$37,000.00
TOTAL COST		\$149,358.50

WATER

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	12" WATERLINE (C900) (INCLUDES ALL FITTINGS/THRUST BLOCKS)	735	L.F.	\$45.00	\$33,100.00
	12" GATE VALVE W/ BOX	3	EA.	\$3,400.00	\$10,200.00
	12"x12"x12" TEE	2	EA.	\$1,100.00	\$2,200.00
	FIRE HYDRANT ASSEMBLY	1	EA.	\$4,400.00	\$4,400.00
	6" DIP (FIRE HYDRANT LINE)	15	L.F.	\$20.00	\$300.00
Total Cost					\$50,200.00

SANITARY SEWER

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	8" SEWER (PVC)	130	L.F.	\$40.60	\$5,300.00
Total Cost					\$5,300.00

EXHIBIT C-2
PG 3 OF 5

Item 5.



a **Westwood** team

10333 E. Dry Creek Rd
Suite 240
Englewood, Colorado 80112
720.482.9526 Fax 720.482.9546

PROJECT: Legacy Village Estimate of F1 LOCATED WITHIN FLOODPLAIN
CLIENT: E86 J.V., LLC
ESTIMATE PREPARED BY: Westwood
FILING 1: 126 LOTS, 51.285 ACRES

JOB NUMBER: 8130147404
DATE: 9/30/2021

STORM SEWER

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" STORM (RCP)	0	L.F.	\$49.00	\$0.00
	24" STORM (RCP)	425	L.F.	\$65.00	\$27,600.00
	5' DIA. MANHOLE	1	EA.	\$3,765.00	\$3,800.00
	24" FES	3	EA.	\$2,500.00	\$7,500.00
	SOIL RIPRAP	0	CY.	\$141.00	\$0.00

Total Cost **\$38,900.00**

CURB GUTTER AND SIDEWALK

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	6"X5' DETACHED CONCRETE SIDEWALK	105	L.F.	\$22.50	\$2,362.50
	6"X10' DETACHED CONCRETE REGIONAL TRAIL	219	L.F.	\$24.00	\$5,256.00
	6" VERTICAL CURB WITH 2' PAN	310	L.F.	\$14.00	\$4,340.00
	HANDICAP RAMPS	4	EA.	\$1,500.00	\$6,000.00

Total Cost **\$17,958.50**

ROADWAYS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	COMPOSITE 5" FULL DEPTH ASPHALT, 4" TREATED SUBGRADE (MINOR COLLECTOR ROADS)	638	S.Y.	\$58.00	\$37,000.00

Total Cost **\$37,000.00**

EXHIBIT C-2
PG 4 OF 5

Item 5.



10333 E. Dry Creek Rd
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PROJECT: Legacy Village Estimate of F1 LOCATED WITHIN FLOODPLAIN
CLIENT: E86 J.V., LLC
ESTIMATE PREPARED BY: Westwood
FILING 1: 126 LOTS, 51.285 ACRES

JOB NUMBER: 8130147404
DATE: 9/30/2021

FILING 1 ON-SITE PONDS (WITHIN FLOODPLAIN)

SUMMARY

Item	Description	Total Cost
	POND A	\$60,200.00
TOTAL COST		\$60,200.00

POND A

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	4' CONCRETE TRICKLE CHANNEL	20	L.F.	\$20.00	\$400.00
	DETENTION POND RELEASE STRUCTURE	1	EA.	\$30,000.00	\$30,000.00
	RIPRAP OVERFLOW	204	CY.	\$146.00	\$29,800.00
Total Cost					\$60,200.00

EXHIBIT C-2
PG 5 OF 5

Item 5.



10333 E. Dry Creek Rd
Suite 240
Englewood, Colorado 80112
720.482.9526 Fax 720.482.9546

PROJECT: Legacy Village Estimate of F1 LOCATED WITHIN FLOODPLAIN
CLIENT: E86 J.V., LLC
ESTIMATE PREPARED BY: Westwood
FILING 1: 126 LOTS, 51.285 ACRES

JOB NUMBER: 8130147404
DATE: 9/30/2021

FILING 1 SITE - (WITHIN FLOODPLAIN)

SUMMARY

Item	Description	Total Cost
	EARTHWORK WALLS AND TRAILS	\$52,612.80
	EROSION CONTROL	\$22,000.00
TOTAL COST		\$74,612.80

EARTHWORK

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
1	MOBILIZATION	1	L.S.	\$20,000.00	\$20,000.00
1	TOPSOIL REMOVAL (6" DEPTH)	686	C.Y.	\$1.80	\$1,200.00
1	EARTHWORK AND GRADING	13,000	C.Y.	\$2.05	\$26,700.00
Total Cost					\$47,900.00

WALLS AND TRAILS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	RETAINING WALLS	0	L.F.	\$38.00	\$ -
	8' CONCRETE TRAIL	137	L.F.	\$34.40	\$ 4,712.80
Total Cost					\$4,712.80

EROSION CONTROL

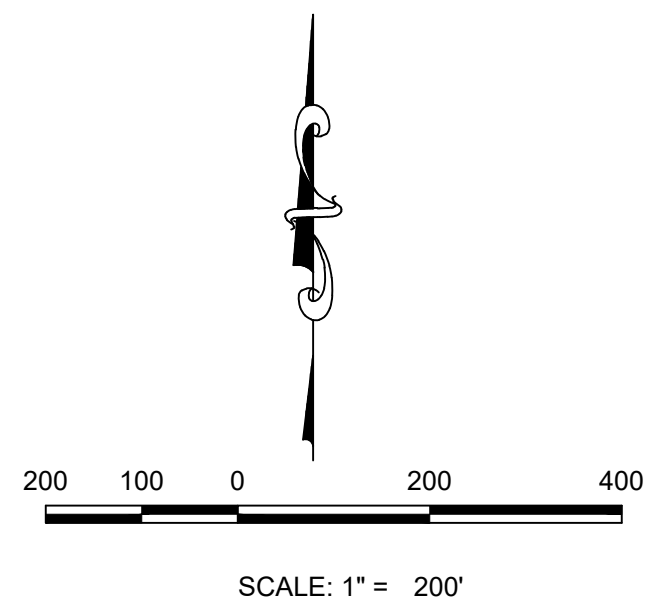
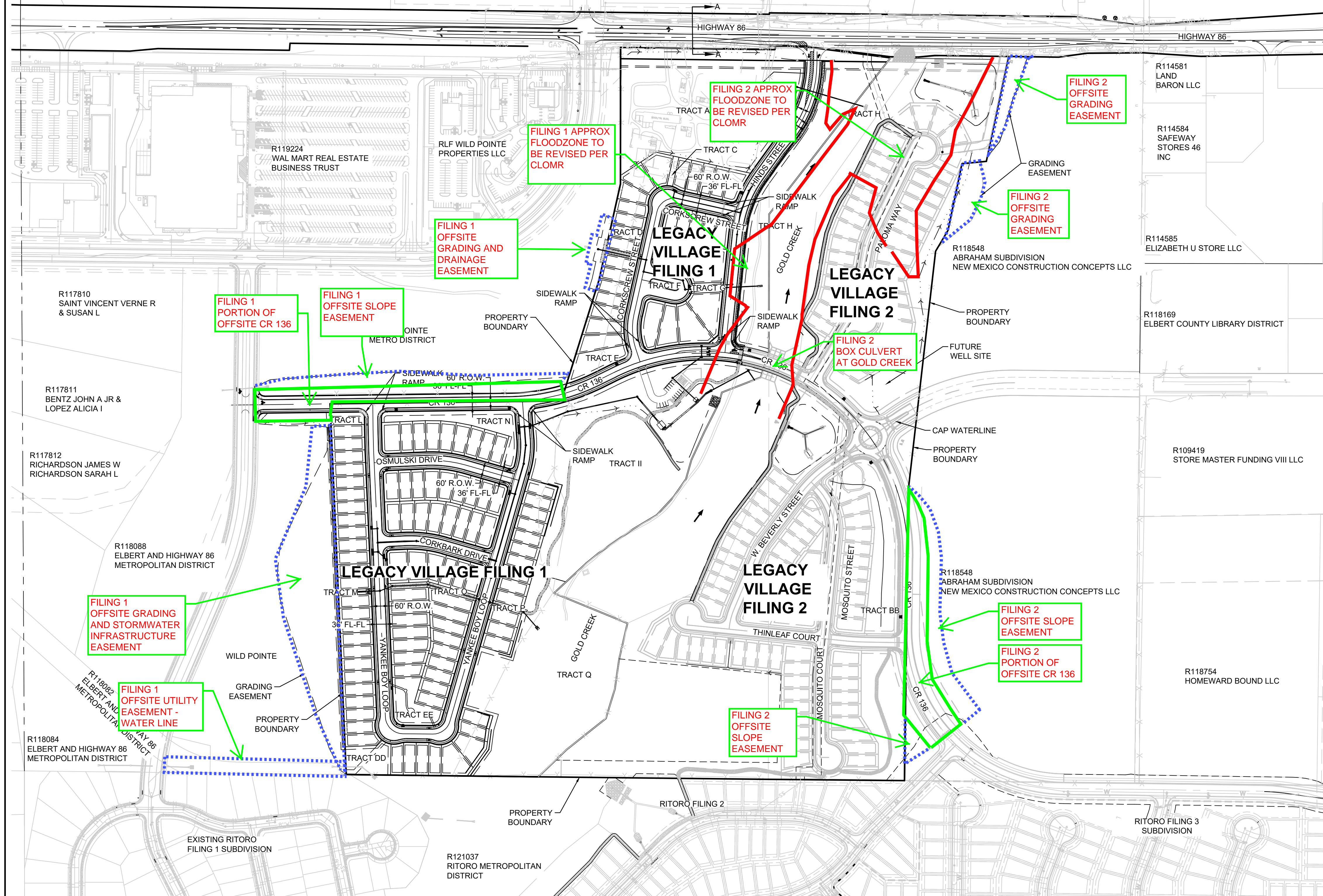
Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	EROSION CONTROL (FROM OVERALL GESC)	N/A	N/A	N/A	\$22,000.00
Total Cost					\$22,000.00

LEGACY VILLAGE FILING 1

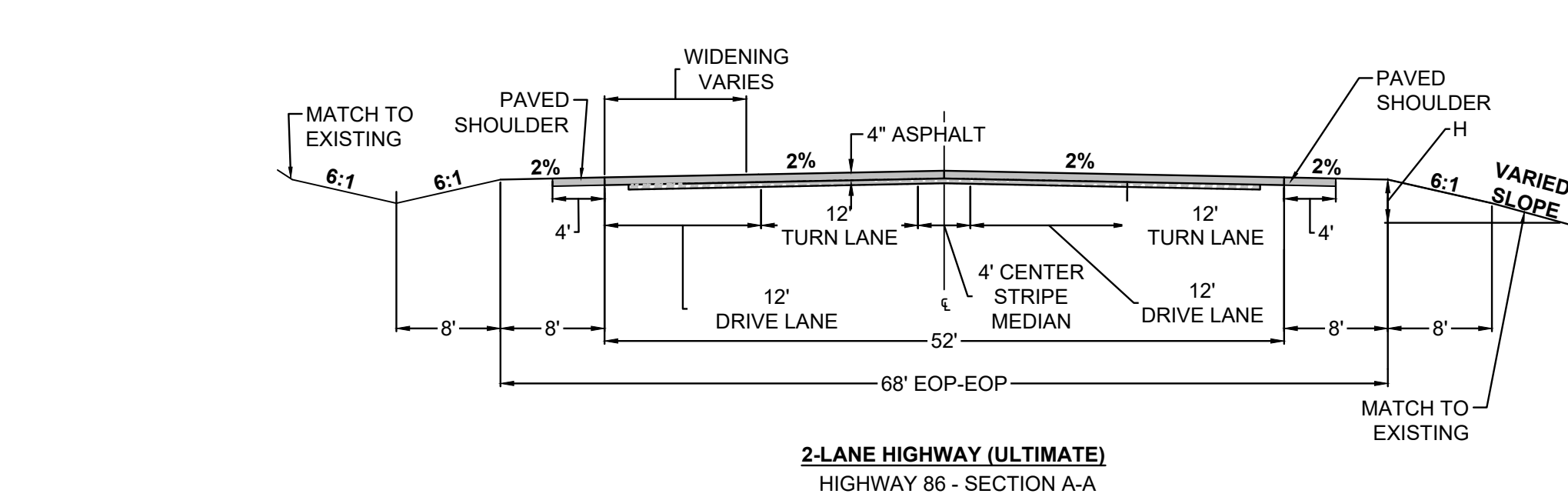
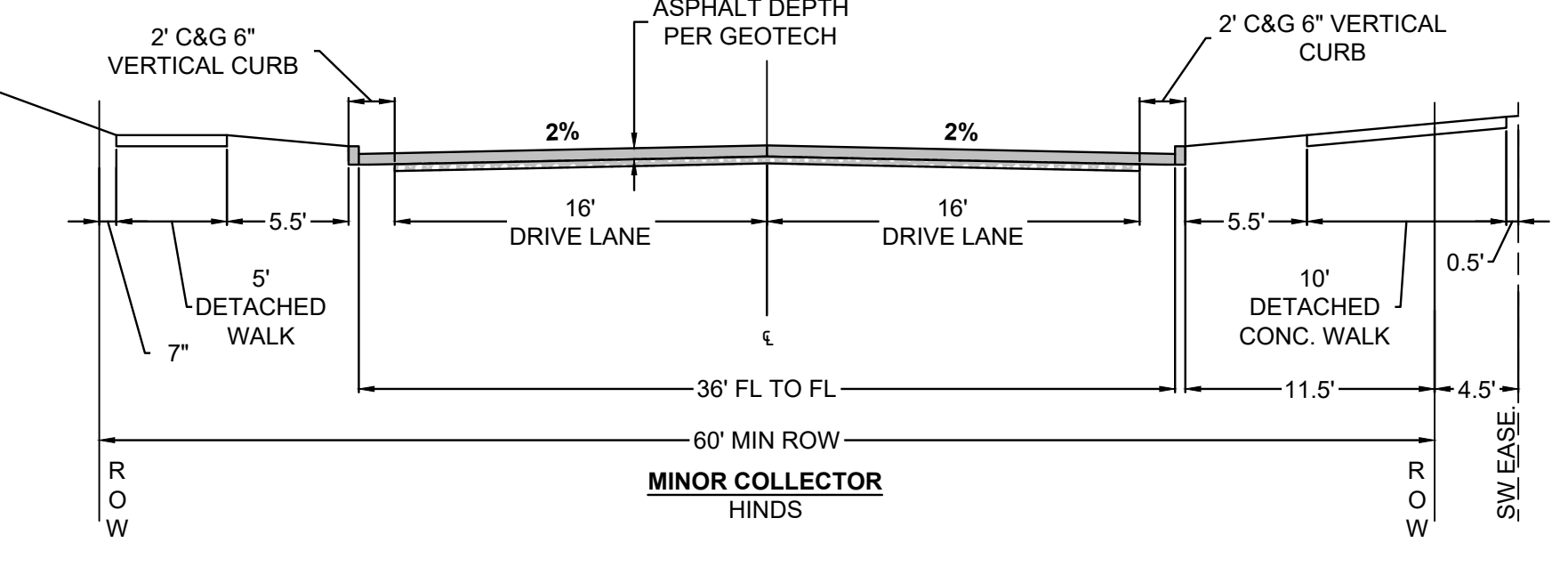
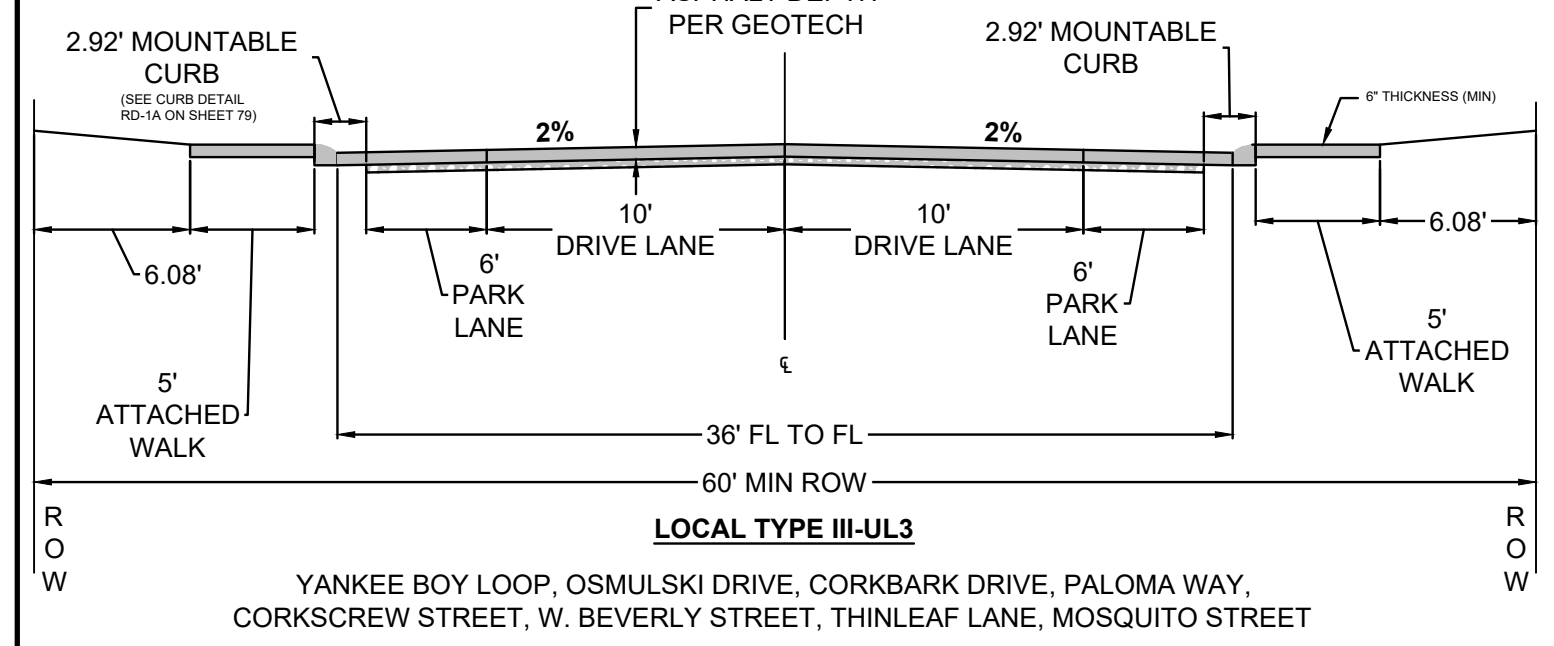
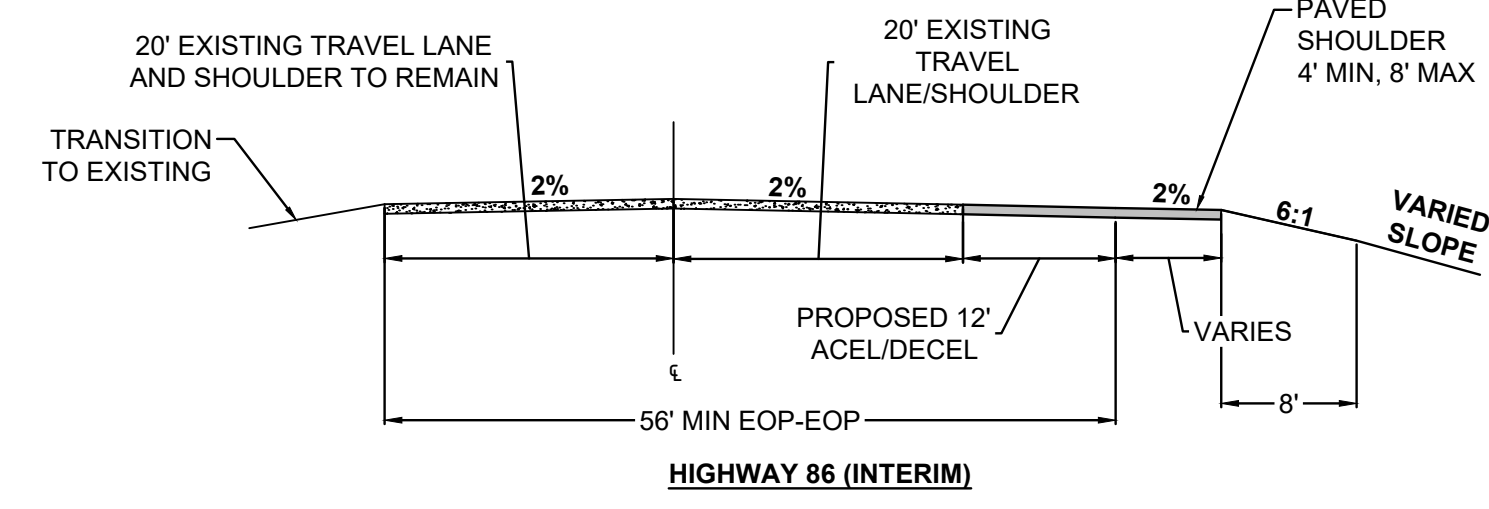
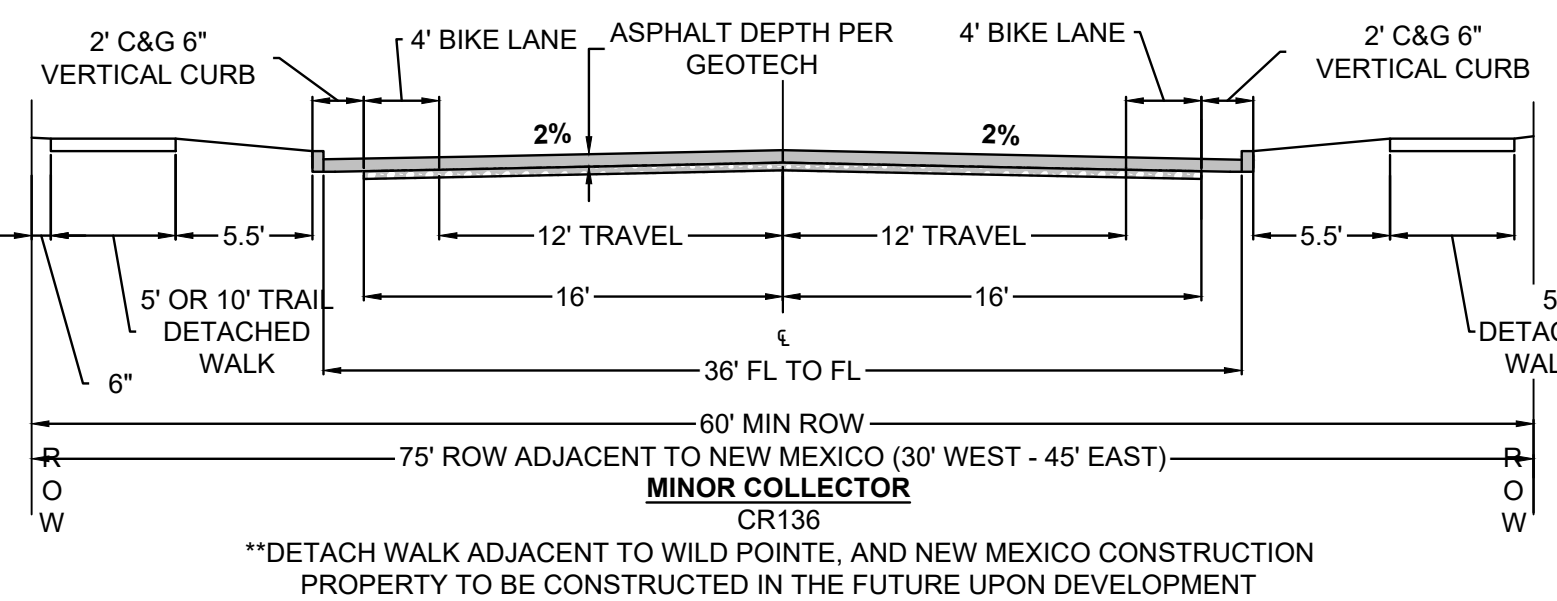
FINAL CONSTRUCTION DRAWINGS

A PART OF THE NORTH HALF OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO

EXHIBIT D



NOTES:
 1. FOR STANDARD DETAILS SEE SHEETS 77 - 84.
 2. PAVEMENT SECTIONS BASED UPON TOWN OF ELIZABETH PAVEMENT DESIGN AND CRITERIA.



NO.	REVISIONS	DATE	INIT.	APPR.	DATE
<p>Westwood 10333 E DRY CREEK RD. SUITE 240 ENGLEWOOD, CO 80112 TEL: 720.482.9526</p>					
<p>E86 J.V., LLC CONTACT: JIM MARSHALL 7108 SOUTH ALTON WAY ENGLEWOOD, CO 80112 (303) 507-4651</p>					
<p>LEGACY VILLAGE FILING 1 ELIZABETH, CO OVERALL SITE PLAN</p>					
SCALE:	FILE NO:	8130147404			
DRAWN BY:	CHECKED BY:	DATE: AUGUST 2021			
<p>PREPARED UNDER THE SUPERVISION OF</p> <p>Joseph F. Ferris COLORADO P.E. 55846</p>					
SHEET NUMBER	2				

N:\PROJECTS\ELIZABETH 86 - 2018\SCA\ENGINEERING\SET\SCD\SIGNAL CD\SV\F\OVERALL SITE PLAN.DWG, CSLOOKHART, 9/27/2021, 12:38 PM

WP SLOPE EASEMENT 2

LEGAL DESCRIPTION

A GRADING AND SLOPE EASEMENT SITUATED WITHIN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 13, BEING MONUMENTED BY A 3-1/4" ALUMINUM CAP SET BY LS 28664 IN A RANGE BOX STAMPED "COLORADO DEPT OF TRANSPORTATION T8S R65W S11|S12 / S14|S13 2001 PLS 31548" WHENCE THE NORTH QUARTER CORNER OF SAID SECTION 13, BEING MONUMENTED BY A FOUND 2-3/8" DIAMETER ALUMINUM TUBE WITH A 3-1/4" ALUMINUM CAP SET BY PLS 31548 STAMPED: "COLORADO DEPT OF TRANSPORTATION T8S R65W 1/4 S12/S13 2001 PLS 31548" IN A RANGE BOX IS ASSUMED TO BEAR SOUTH 89°16'56" EAST, A DISTANCE OF 2669.51 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 31°11'51" EAST, A DISTANCE OF 1637.41 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF RITORO PARKWAY, AS RECORDED AT RECEPTION NO. 562777 IN ELBERT COUNTY CLERK AND RECORDER'S OFFICE, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 88°30'43", AN ARC LENGTH OF 30.90 FEET, THE CHORD OF WHICH BEARS NORTH 45°01'20" EAST, A DISTANCE OF 27.91 FEET, TO A POINT OF TANGENCY;

THENCE NORTH 89°16'42" EAST, A DISTANCE OF 237.26 FEET, TO A POINT ON THE EASTERLY LINE OF TRACT R, WILD POINTE FINAL PLAT, AS RECORDED AT RECEPTION NO. 436639 IN THE RECORDS OF THE ELBERT COUNTY CLERK AND RECORDER;

THENCE SOUTH 02°29'57" EAST, A DISTANCE OF 1293.27 FEET, ALONG THE EASTERLY LINE OF SAID TRACT R, TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13;

THENCE NORTH 54°04'55" WEST, A DISTANCE OF 23.26 FEET;

THENCE NORTH 27°43'51" WEST, A DISTANCE OF 89.38 FEET;

THENCE NORTH 18°16'05" WEST, A DISTANCE OF 562.54 FEET;

THENCE NORTH 05°23'10" WEST, A DISTANCE OF 95.26 FEET;

THENCE NORTH 06°04'49" EAST, A DISTANCE OF 94.40 FEET;

THENCE NORTH 26°14'53" EAST, A DISTANCE OF 378.13 FEET;

THENCE NORTH 01°19'46" EAST, A DISTANCE OF 83.72 FEET;

THENCE NORTH 80°36'53" WEST, A DISTANCE OF 43.43 FEET;

THENCE SOUTH 88°54'10" WEST, A DISTANCE OF 100.87 FEET;

THENCE NORTH 86°11'59" WEST, A DISTANCE OF 81.80 FEET;



EXHIBIT F
PG 2 OF 3

THENCE NORTH 83°39'03" WEST, A DISTANCE OF 21.90 FEET, TO A POINT ON SAID EASTERLY RIGHT OF WAY OF RITORO PARKWAY;

THENCE NORTH 00°45'59" EAST, ALONG SAID EASTERLY RIGHT OF WAY OF RITORO PARKWAY, A DISTANCE OF 17.83 FEET, TO THE POINT OF BEGINNING;

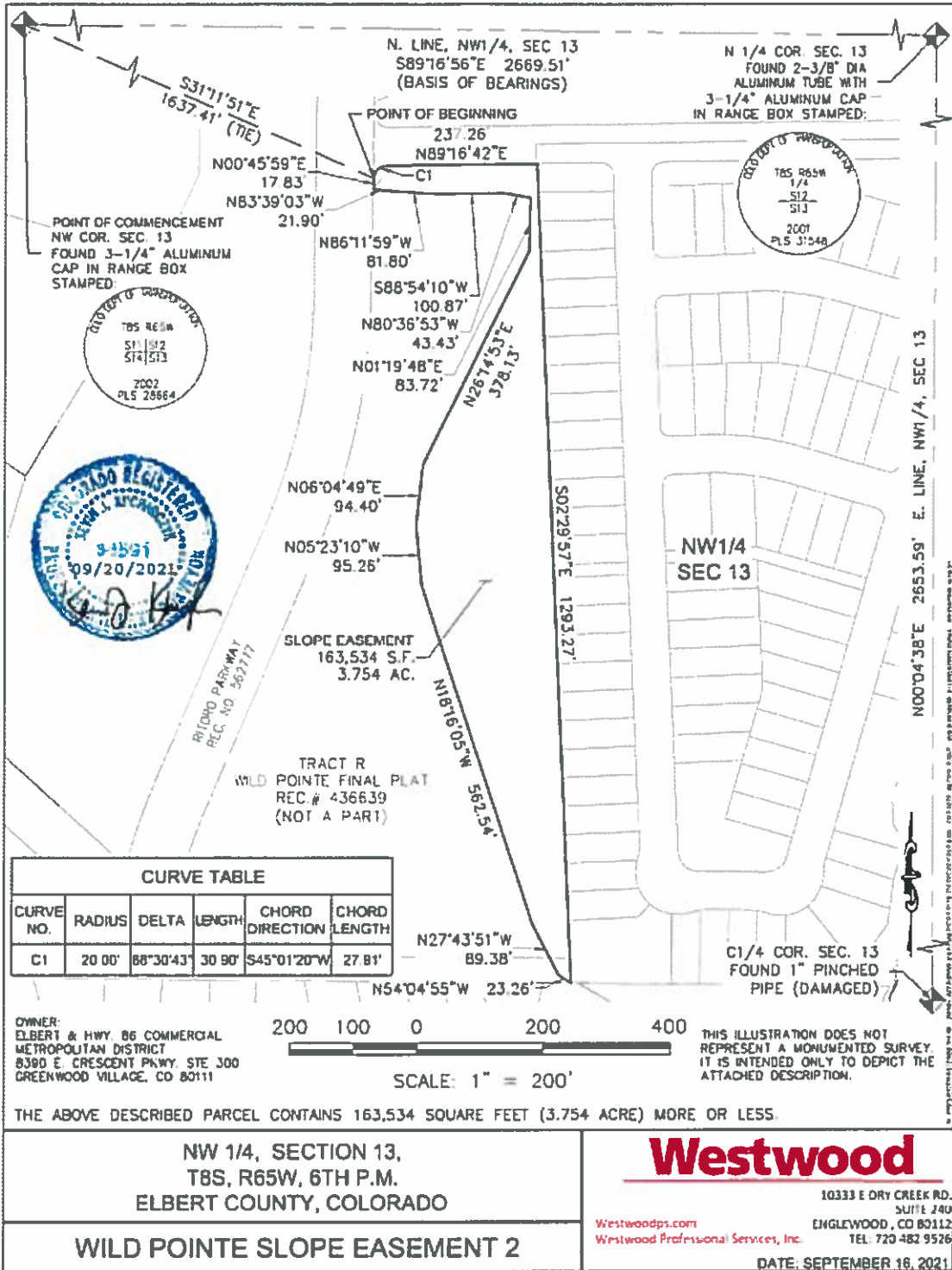
SAID PARCEL OF LAND CONTAINING A CALCULATED AREA OF 163,534 SQUARE FEET OR 3.754 ACRES, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, KEVIN J. KUCHARCZYK, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

KEVIN J. KUCHARCZYK, P.L.S. 34591
FOR AND ON BEHALF OF
WESTWOOD PROFESSIONAL SERVICES
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112





DRAINAGE EASEMENT

LEGAL DESCRIPTION

A DRAINAGE EASEMENT SITUATED WITHIN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 13, BEING MONUMENTED BY A FOUND 3-1/4 INCH DIAMETER ALUMINUM CAP IN A RANGE BOX SET BY PLS 28664, WHENCE THE NORTH QUARTER CORNER OF SAID SECTION 13, BEING MONUMENTED BY A FOUND 2-3/8 INCH DIAMETER ALUMINUM TUBE WITH A 3-1/4" ALUMINUM CAP SET BY LS 31548 IN A RANGE BOX IS ASSUMED TO BEAR SOUTH 89°16'56" EAST, A DISTANCE OF 2669.51 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 38°03'40" EAST, A DISTANCE OF 1769.33 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89°16'42" EAST, A DISTANCE OF 15.01 FEET, TO A POINT ON THE EASTERLY LINE OF TRACT R, WILD POINTE FINAL PLAT RECORDED IN RECEPTION NUMBER 436639 AT THE ELBERT COUNTY CLERK AND RECORDER'S OFFICE;

THENCE SOUTH 02°29'57" EAST, A DISTANCE OF 1189.00 FEET, ALONG THE EASTERLY LINE OF SAID TRACT R;

THENCE SOUTH 87°29'10" WEST, A DISTANCE OF 15.00 FEET, DEPARTING THE SAID EASTERLY LINE OF SAID TRACT R;

THENCE NORTH 02°29'57" WEST, A DISTANCE OF 1189.47 FEET, TO THE **POINT OF BEGINNING**.

SAID DESCRIBED PARCEL CONTAINS A CALCULATED AREA OF 17,838 SQUARE FEET OR 0.410 ACRE, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

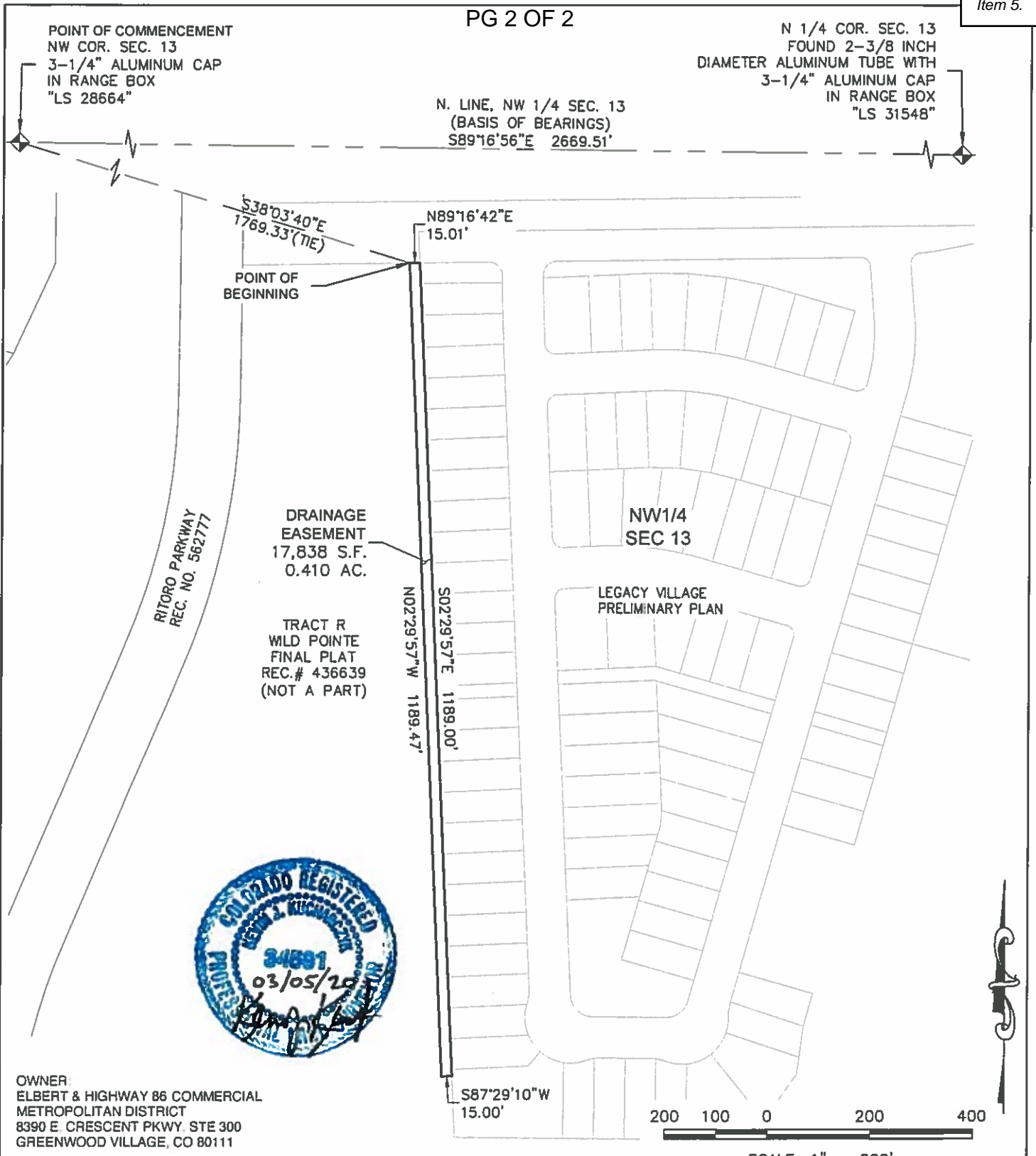
I, KEVIN J. KUCHARCZYK, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

KEVIN J. KUCHARCZYK, P.L.S. 34591
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112



EXHIBIT G
PG 2 OF 2

Item 5.



OWNER
ELBERT & HIGHWAY 86 COMMERCIAL
METROPOLITAN DISTRICT
8390 E CRESCENT PKWY. STE 300
GREENWOOD VILLAGE, CO 80111

THE ABOVE DESCRIBED PARCEL CONTAINS 17,838 SQUARE FEET OR (0.410 ACRES) MORE OR LESS.
This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

NW 1/4, SECTION 13,
T8S, R65W, 6TH P.M.
ELBERT COUNTY, COLORADO



10333 E. Dry Creek Rd.
Suite 240
Englewood, CO 80111
Tel: (720) 482-9526
Fax: (720) 482-9546

DRAINAGE EASEMENT

SHEET 1 OF 1

DATE: MARC

Page 95

APPROVED: ELIZABETH M. 201004 SURVEY LEGAL OFFSITE DEDICATION/SEB. OFFSITE DRAINAGE ESMT. A.D.M. MCQUELID, 3020

TO: Carrie McCool, Principal, McCool Development Solutions
FROM: Travis Reynolds, AICP, Planning Manager, SAFEbuilt Studio
DATE: September 17, 2021
SUBJECT: Second Round Review - Final Plats for Legacy Village Filings No. 1 and No. 2.

SAFEbuilt Studio staff provides the following review comments for the Legacy Village Filing No. 1 and No. 2 Final Plats and Landscape Construction Plan applications, generally located on 98.5 acres south of Highway 86 and east of Ritoro Parkway 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, the Town’s Master Plan, and the Elizabeth 86 PUD Development Guide.

Final Plats –

For filings #1 and #2 –Please note that there was significant rearrangement of ownership and maintenance of various tracts for each plat. Please ensure that the depicted ownership and maintenance assignment (specifically Filing 1 - H, I, and O and Filing 2 – A, D, and E) is accurate to negotiated terms with the Town.

Additionally, the note below (page 2/8) appears to assign maintenance of various items and areas to the Town of Elizabeth?

“*Tracts to be dedicated to the Town of Elizabeth. Trails, Retaining Walls, Park Amenities, Landscape, and Monument Signage, to be maintained by the Town of Elizabeth. Retaining walls and Utilities to be Maintained by the HOA.”

Much like the stipulations of the improvement agreement for Ritoro Filing #2 (Section 3(C)), these areas are intended to be maintained by the Developer or a maintenance entity.

Landscape Construction Plans

1. Original Comment - Please provide the consistent depiction of the flood plain, restrictive wildlife habitat, and the proposed regional trails on all sheets.
 - a. Updated Comment – Please note that the original approved Sketch Plan depicts the Gold Creek regional corridor trail along the west side of block #1 and block #2 as constructed of concrete. The Preliminary Landscape Plans depict crusher fine materials for some portions of the Gold Creek corridor. The submitted landscape plans to accompany the Final Plats depict crusher fine material in various places. Please provide an updated response or diagram to depict where crusher fine materials are being used and where concrete is proposed. There appears to be a discrepancy between materials and locations agreed upon in the preliminary landscape plans and areas of the final landscape plans. Please see page L1.7 near the pedestrian cross walk on CR 136 as an example. Please reconfirm the intentions of the materials for trails.
2. Please provide a narrative response to highlight the methodology used to quantify the “active” open space calculations. The Town will require a defensible explanation for which portions of which tracts qualify for active open space. Staff needs to be able to describe this to the Board of Trustees and ensure that it complies with the Town’s regulations.



September 29, 2021

Mr. Mike DeVol
Town of Elizabeth Public Works Director
Elizabeth, CO

**RE: Legacy Village Filing 1 & 2
Final Plat and Construction Drawing Review**

Dear Mr. DeVol:

We have completed our review of the Final Plats, Construction Drawings, and related documents for the above projects, and can recommend approval under the following conditions:

GENERAL

1. FEMA approval of the CLOMR (Conditional Letter of Map Revision) which is currently in process. This item may be a condition of approval, which would prohibit any construction within the current defined FEMA floodzone of Gold Creek, until such time as the CLOMR is approved by FEMA.
2. Pending the FEMA final LOMR (final Letter of Map Revision), which confirms that necessary grading (and other improvements) as required by the approved CLOMR, to relocate the floodzone, has occurred, building permits for Filing 2, Block 1, Lots 10 through 28, will not be granted.
3. The recording of several offsite easements and Rights of Way adjacent to this property. This item may be a condition of approval.

If you have any questions, concerns, or require additional information, please feel free to contact me directly at 303.730.5985 or at mnuno@liveyourcore.com.

Sincerely,

CORE Consultants, Inc.

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

CC: Carrie McCool



3473 South Broadway
Englewood, Colorado 80113
303.703.4444
LIVEYOURCORE.CO



September 16, 2021

www.jvajva.com

Ms. Carrie McCool
On Behalf of the Town of Elizabeth
McCool Development Solutions
4383 Tennyson St., Unit 1-D
Denver, CO 80212

RE: Referral – Water & Sewer Review
Final Construction Drawings – Legacy Village
JVA Job No. 1052.e

Dear Carrie:

On behalf of the Town of Elizabeth, JVA has reviewed the following submitted documents:

- Filing 1 CDs
- Filing 2 CDs

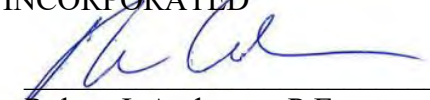
Our comments are as follows:

1. Fire Hydrant locations shall be approved by the Elizabeth Fire Department
2. Provide meters for irrigation connections to the potable water mains.
3. The existing Gold Creek Lift Station must be upgraded to serve the Legacy Village development. A CDPHE Site Application has been approved and the Town is in the design phase of the project.

These comments are based on information provided. Additional comments may arise as additional information is provided and/or reviewed.

Sincerely,
JVA, INCORPORATED

By:



Robert J. Anderson, P.E.
Senior Project Manager



5690 DTC Boulevard, Suite Item 5.
 330W Greenwood Village, CO
 80111 phone: 303-221-2330 •
 fax: 303-221-2331
www.stolfusandassociates.com

September 17, 2021

Ms. Carrie McCool
 McCool Development Solutions
 4383 Tennyson Street, Unit 1-D
 Denver, CO 80212

RE: Legacy Village Subdivision Filing 1 & 2 3rd Referral

Dear Carrie:

Stolfus & Associates, Inc. has completed our review of the Legacy Village Subdivision Filing 1 & 2 3rd Referral and have the following comments (see attached redlines):

1. A few of the vehicle turning template exhibits show vehicle paths that track onto the splitter island or otherwise look too close to curbs. A minimum of 9" should be maintained between the vehicle paths and curbs.
2. It appears that the fastest paths were not drawn correctly. We request that the paths be updated per our comments and the design speeds associated with the radii be provided. Although 25 MPH entering radius is preferred, there is some room for flexibility if the current design is close.
3. As noted on the plans, the width of one of the roundabout's entering legs is only 12-ft which is less than desirable. We would like to see the entering width improved to 14-ft like the other approaches.

We recommend that final approval of Legacy Village Subdivision Filing 1 & 2 3rd Referral be conditioned upon a roundabout design that meets the requirements of Town staff.

We have performed an initial review of the Highway 86 Improvement Construction Drawings provided separately from the Legacy Village Subdivision Filing 1 & 2 3rd Referral. As identified on the enclosed redlines, we have several questions and concerns related to the drawings. We strongly recommend that the Applicant's engineer meet with Town staff so we can review the comments together in order that they be addressed efficiently.

It is imperative that Legacy Village be permitted access to CO-86. **Therefore, we recommend that prior to issuance of a building permit that an access construction notice-to-proceed be obtained from the Colorado Department of Transportation.**

Please let me know if you have any questions or concerns regarding these comments.

Sincerely,
STOLFUS & ASSOCIATES, INC.

Matthew J. Brown, PE, PTOE
 Senior Transportation Engineer

cc: Scott Pease



RE: Legacy Village Final Submittal for Oct 12 BOT meeting

Matthew Brown <Matt@stolfusandassociates.com>
To: Carrie McCool <carrie@mccooldevelopment.com>
Cc: Scott Pease <spease@liveyourcore.com>

Wed, Sep 29, 2021 at 10:13 PM

Evening Carrie,

I am satisfied with the roundabout design information that the Applicant's Engineer has provided. So our previous conditions of approval related to providing a roundabout design that meets the requirements of Town staff has been met.

With respect to our other condition (in bold italics below) they have not provided updated drawings for the CO-86 access nor accepted our invitation for a meeting to discuss our concerns related to the design. Based on their response letter, it appears they are seeking CDOT comment on the plans and intend to address all comments once those become available. It is unclear to me at this time whether they have submitted plans to CDOT. Based upon the Town's review, we do not believe they are ready for CDOT submittal. The condition related to access permit notice-to-proceed therefore remains.

From our previous referral letter:

We have performed an initial review of the Highway 86 Improvement Construction Drawings provided separately from the Legacy Village Subdivision Filing 1 & 2 3rd Referral. As identified on the enclosed redlines, we have several questions and concerns related to the drawings. We strongly recommend that the Applicant's engineer meet with Town staff so we can review the comments together in order that they be addressed efficiently.

It is imperative that Legacy Village be permitted access to CO-86. ***Therefore, we recommend that prior to issuance of a building permit that an access construction notice-to-proceed be obtained from the Colorado Department of Transportation.***

Please let me know if you need anything further related to conditions of approval for Legacy Village Filings 1 & 2.

Regards,

Matt

Matthew J. Brown, PE, PTOE
Senior Transportation Engineer



Stolfus & Associates, Inc. | 5690 DTC Boulevard, Suite 330W | Greenwood Village, CO 80111
303-221-2330 | 720-979-5892 | matt@stolfusandassociates.com
www.stolfusandassociates.com

From: Carrie McCool <carrie@mccooldevelopment.com>
Sent: Wednesday, September 29, 2021 4:55 PM
To: Matthew Brown <Matt@Stolfusandassociates.com>
Subject: Re: Legacy Village Final Submittal for Oct 12 BOT meeting



Elizabeth Fire Protection District

P.O. Box 441
155 W Kiowa Ave.
Elizabeth, Colorado
80107

Phone: 303-646-3800
Fax: 303-688-6994
Email: kara@elizabethfire.com
Website: https://www.elizabethfire.com

**Division Chief of Administration
and Prevention**

Date 5-6-2021

Applicant E86 JV LLC

Applicant Address 7108 South Alton Way Englewood, CO 80112

Project Legacy Village Filing 2 Final Plat

Project Address Highway 86 and CR 136

Plans Dated March 2021

Review Number 1

Plan Review Fee 667.00

Approved **Needs Changes** **Rejected**

A review was conducted on the submitted plans for the above location based on the adopted codes and standards below.

- 2012 International Codes and Adopted Standards
- 2015 International Codes and Adopted Standards
- 2018 International Codes and Adopted Standards

Reviewed By: Kara Gerczynski
Title: Division Chief/Fire Marshal

Signature: _____

RESPONSE TO PLAN REVIEW COMMENTS AND INSPECTION REQUESTS

Please read this document in its entirety. The contractor and/or applicant is responsible for compliance with all requests, comments, applicable codes, ordinance or policy of the fire department. All comments shall be addressed in writing. If plans are rejected, additional review fees may be charged. If changes are needed, additional submittals may be required.

Conditions found, or other data collected or submitted, shall not prevent the fire official from requiring correction of errors found.

Inspections are required to be requested on our website at www.elizabethfire.com or phoned in by 4:00 p.m. at 303-646-3800 the day before the day you wish the inspection.

NOTE: ALL INSPECTION TIMES ARE SUBJECT TO INSPECTOR AVAILABILITY

An impact fee form shall be filled out by all applicants. Impact fees shall be paid prior to issuance of building permits for the development. The agreement shall be signed prior to recordation of final plat.

FIRE SERVICE WATER SUPPLY

Required Fire Flow Residential:

- The fire code requires 1000 gpm at 20 psi for 60 minutes of fire flow for residential developments. The total water storage shall be \$60,000 in excess of the daily maximum flows.
- If fire flow cannot be met due to rural conditions or terrain, one of the following requirements can apply by approval only.
 - Install an approved automatic sprinkler system in accordance with the adopted fire code in all residential living units on the property.
 - Install a 30,000-gallon cistern for a water supply for all the residential houses in the subdivision.
 - Pay cash in lieu of \$1040.00 per new lot created for firefighting water that will be used for future rural firefighting capabilities.

Required Fire Flow Commercial: * **

- The fire code bases fire flow on the type of building and size. Fire flow requirements will be assessed at site plan review. The lowest fire flow will be 1500 gpm at 20 psi for 2 hours. The total water storage shall be a minimum of 180,000 gallons in excess of the daily maximum flows.
- If fire flow cannot be met due to rural conditions or terrain, one of the following requirements can apply by approval only based on the following requirements.
 - For commercial properties that undergo the rezoning process and are over 1250 feet from a reliable water supply:
 1. Install an approved automatic sprinkler system in accordance with the adopted fire code throughout the building or;
 2. Install an approved 30,000 gallon cistern for a water supply for all the buildings on the associated rezoned property or;
 3. Install a lesser water storage (to be determined at plan review) and an approved smoke detection system throughout the building in accordance with the adopted fire code.
 - For commercial properties that undergo the rezoning process and are within 1250 feet from a reliable water supply:
 1. Install an approved automatic sprinkler system in accordance with the adopted fire code throughout the building or;
 2. Install an approved fire detection system throughout the building in accordance with the adopted fire code.
 - For commercial properties associated with the Economic Development Zone Overlay:
 1. Install an automatic sprinkler system in accordance with the adopted fire code throughout the building.

- a. Exception 1: Any building under 1000 square feet shall be exempt from this provision.
- b. Exception 2 : U occupancy buildings (At a square footage limit depending on construction type.)

*The amendments to the fire code for sprinkler requirement can only be used if the commercial building or residence does not require fire sprinklers in accordance with the adopted fire code.

**NFPA 1142 can be used as an approved reference document to meet the requirements of water supply and hydrants for the adopted fire code. The use of NFPA 1142 needs to be approved by the fire district.

Additional Comments:

Access to the trail - The fire district would like a mountable curb on Thinleaf Ave to access the trail

Hydrant Review - A separate hydrant review shall be performed by our office. Hydrant system needs to be operational before construction materials are moved onto the site.

The plan review fee and impact fee form needs to be signed before recordation of the final plat

Section 2

FIRE HYDRANT REQUIRMENTS:

	Required	Not Required
Fire Hydrants	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section 3

FIRE SERVICE ACCESS

Width and Surface:

- All roads shall be a minimum of unobstructed 20' in width and construction of an approved all-weather surface and shall meet road and standard provisions *prior to construction.*
- Residential driveways shall follow the requirements of the [REDACTED] **Town of Elizabeth Public Works**
- Road names and numeric shall be submitted to the for review and approval.
- Any gates that impede fire department access shall have an appropriate Knox lock for fire department access. This lock can be ordered at www.knoxbox.com

Additional Comments:

The required fire department access and fire hydrants shall be installed and approved prior to construction beginning above foundation level or the moving of combustible materials onto the construction site.



Elizabeth Fire Protection District

P.O. Box 441
155 W Kiowa Ave.
Elizabeth, Colorado
80107

Phone: 303-646-3800
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**ELIZABETH FIRE PROTECTION DISTRICT
EMERGENCY SERVICES IMPACT FEE SCHEDULE**

* Fee rate determined based on the year of building permit issuance

Effective January 1, 2017

Residential Units		Commercial Units	
<u>Unit Type</u>	<u>Fee Per Housing Unit</u>	<u>Land Use Type</u>	<u>Fee Per 1000 Square Foot of Floor Area</u>
Single Unit	\$858.20	Commercial	\$425.60

Effective January 1, 2018

Residential Units		Commercial Units	
<u>Unit Type</u>	<u>Fee Per Housing Unit</u>	<u>Land Use Type</u>	<u>Fee Per 1000 Square Foot of Floor Area</u>
Single Unit	\$1042.10	Commercial	\$516.80

Effective January 1, 2019

Residential Units		Commercial Units	
<u>Unit Type</u>	<u>Fee Per Housing Unit</u>	<u>Land Use Type</u>	<u>Fee Per 1000 Square Foot of Floor Area</u>
Single Unit	\$1226	Commercial	\$608

ELIZABETH FIRE PROTECTION DISTRICT
IMPACT FEE FORM

Developer Information			
Development Company	Elizabeth 86 Investments II LLC	State of Incorporation	March 2021
Address	33 Mesa Oak Littleton, CO 80127		
Telephone		Fax	Access to the trail - The fire district would like a mountable curb on Thinleaf
Contact Person			
Name	Division Chief/Fire Marshal	Title	The plan review fee and impact fee form needs to be signed before record
Telephone		Cell Phone	
Email Address			
Development Information			
Name of Development	Elizabeth 86 Investments II LLC	Location (Address or Cross Streets)	Highway 86 and Legacy Circle
Residential Units		Commercial Square Footage	
2017 Single Unit at time of building permit (\$858.20 per unit)		2017 Commercial at time of building permit (\$425.60 per 1000 square foot)	
2018 Single Unit at time of building permit (\$1042.10 per unit)		2018 Commercial at time of building permit (\$516.80 per 1000 square foot)	
2019 Single Unit at time of building permit (\$1226 per unit)	126 Units at \$1,226.00 = \$154,476	2019 Commercial at time of building permit (\$608 per 1000 square foot)	
Impact Fee			
Check one: <input checked="" type="checkbox"/> No impact fee owed <u>or</u> <input type="checkbox"/> Impact fee owed			
If applicable: <input type="checkbox"/> An in-kind contribution will be made in lieu of paying an impact fee. Description of the in-kind contribution (attach additional information):			

The developer and the Elizabeth Fire Protection District ("**District**") hereby attest that they conferred regarding whether, under the District's applicable Impact Fee Schedule: (a) an impact fee is owed in connection with the developer's proposed new development; (b) if owed, the amount of the impact fee; and, (c) whether the developer will make an in-kind contribution to the District instead of paying an impact fee.

The developer must submit this signed Impact Fee Form with the other documentation required by the Town of Elizabeth ("**Town**") as part of its development permit application process. If the Town denies the application, the developer is not required to pay the impact fee or make an in-kind contribution to the District. If the Town grants the application and issues a development permit, the developer must pay the impact fee or make the in-kind contribution to the District prior to the issuance of any building permit.

DEVELOPER:

ELIZABETH FIRE PROTECTION DISTRICT:

By: _____

By: _____

Date: 5-6-2021

Date: 5-6-2021

FOR DISTRICT USE ONLY:

Impact fee in the amount of \$ _____ paid on _____, 20_____

or

In-kind contribution of (briefly describe) _____
made on _____, 20_____

District Signature: _____ Date: 5-6-2021

Printed Name: _____

**ELIZABETH FIRE PROTECTION DISTRICT
EMERGENCY SERVICES IMPACT FEE SCHEDULE**

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DEVELOPER:

ELIZABETH FIRE PROTECTION DISTRICT:

By: _____

By: _____

Date: 5-6-2021

Date: 5-6-2021

FOR DISTRICT USE ONLY:

Impact fee in the amount of \$ _____ paid on _____, 20_____

or

In-kind contribution of (briefly describe) _____
made on _____, 20_____

District Signature: _____ Date: 5-6-2021

Printed Name: _____



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

TO: Planning Commission
FROM: Zach Higgins, AICP Community Development Director
DATE: February 07, 2023
SUBJECT: Staff Report

- Training: American Planning Association – Planning Commissioner Training Series
 - Roles/Responsibilities
 - Managing the Meeting
 - Staff Reports
 - Comprehensive Plans
 - Zoning/Ordinances
- Training: Town Water Consultants providing Water Law Training 03/07/2023.
- Training: Saving Places Conference – February 8-10 Embassy Suites, Boulder, CO
- Training: Referral Agencies:
 - Fire
 - Police Department
 - Public Works
 - Civil Engineer (CORE Engineering)
 - Traffic Engineer (Stolfus)
 - CORE Electric
 - Black Hills Energy (Gas)
 - Elizabeth School District
- The Board of Trustees has passed Ordinance 23-02, amending the Elizabeth Municipal Code. This ordinance requires the developer/applicant to host a neighborhood meeting prior to application submittal for all rezonings and subdivision with some exceptions.
- There will be a Special Election on 05/16/2023. Please consider alternative dates for a mid-month meeting.
- Stolfus will be presenting preliminary Main Street findings to the BOT on 02/14 from the Old Town Traffic Study. The BOT will be considering Main Street Streetscape Design options after this information has been presented.
- The next Old Town Traffic Study Public Meeting will be held at Town Hall on 02/23/2023 at 6:30pm to discuss full findings from the study.



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

- The Town has requested participation in a survey and open house in regards to a proposed Senior Center in Town.