

**Final Plat of:
SPACE VILLAGE FILING NO. 3
A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 14 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
(Unincorporated area) COUNTY OF EL PASO, STATE OF COLORADO**

DEDICATION:

KNOW ALL PEOPLE BY THESE PRESENTS: That Space Village Retail LLC, a Colorado limited liability company, being the sole owner of the following described Tract of land:

A Tract of land lying in the Northwest Quarter of Section 17, Township 14 South, Range 65 West of the Sixth Principal Meridian, in the County of El Paso, State of Colorado, more particularly described as follows:

Commencing at the Northwest corner of said Section 17 monumented by a found 3-1/4" aluminum cap marked "PLS 22573", from which the North 1/4 corner of said Section 17, monumented by a found 3-1/4" aluminum cap marked "LS 13830", bears North 89° 43' 09" East (Basis of Bearings as determined by Global Positioning System observations and referenced to the Colorado State Plane Coordinate System, Central Zone, NAD83) a ground distance of 2651.73 feet, with all bearings herein relative thereto;

Thence North 89° 43' 09" East 215.38 feet on the North line of said Northwest Quarter; thence South 00° 16' 51" East 50.00 feet to the intersection of the East Right-of-Way line of Peterson Road and the South Right-of-Way line of Space Village Avenue (also being Colorado Department of Transportation highway plans, project number 017-2(13), dated 1966 and the POINT OF BEGINNING of the Tract of land herein described; Thence North 89° 43' 09" East 194.35 feet on said South Right-of-Way line, parallel with and 50.00 feet South of (as measured perpendicular to) said North line of the Northwest Quarter, said South Right-of-Way line also established by a Right-of-Way Deed recorded in Book 1005 at Page 262, to a 1/2 inch rebar found at the Northwest corner of Lot 1, SPACE VILLAGE FILING NO. 2, a subdivision in said County and State according to the plat recorded in Plat Book B4 at Page 177; Thence South 00° 16' 19" East 160.89 feet on the West line of said Lot 1 to a 1/2 inch rebar found at the Southwest corner of said Lot 1; Thence North 89° 44' 22" East 124.49 feet on the South line of said Lot 1 to the Southeast corner of said Lot 1; Thence South 00° 26' 52" East 128.86 feet to a 1/2 inch rebar with a red cap marked "MVE LS 37928" found at the northwesterly corner of Lot 1, COWPERWOOD SAIC, a subdivision of land in said County and State according to the plat recorded as Reception Number 205122546; Thence South 53° 13' 42" West 455.13 feet on the northwesterly line of last said Lot 1 to the southeasterly corner of Lot 1, PETERSON OFFICE PROJECT, a subdivision of land in said County and State according to the plat recorded in Plat Book D4 at Page 129; Thence North 33° 32' 13" West 89.69 feet on the easterly line of last said Lot 1; Thence North 53° 29' 28" East 75.71 feet continuing on said easterly line to the northerly line of said Lot 1; Thence South 89° 11' 03" West 5.73 feet on said northerly line; Thence North 53° 21' 20" East 0.81 feet continuing on said northerly line; Thence South 89° 18' 39" West 142.28 feet continuing on said northerly line to a 1/2 inch rebar with a yellow cap marked "MVE LS 17665" found at the Northwest corner of said Lot 1, said corner also lying on the East Right-of-Way line of Peterson Road as shown on said Colorado Department of Transportation plans, project number 017-2(13), and described as parcel 9, Formerly: C&W McDonald; Thence North 00° 43' 21" West 241.44 feet on said East Right-of-Way line, also shown on said Colorado Department of Transportation plans; Thence North 42° 20' 43" East 271.74 feet continuing on said East Right-of-Way line to the POINT OF BEGINNING; said Tract containing 180,028 square feet or 4.132 acres;

Has laid out, subdivided and platted said Tract into Lots as per the map shown hereon under the name and style of "SPACE VILLAGE FILING NO. 3", to hereafter be a subdivision of land in the County of El Paso, State of Colorado. The public easements designated hereon are hereby dedicated to public use and said owner does hereby covenant and agree that the public improvements will be constructed to El Paso County standards and that proper drainage and erosion control for same will be provided at said owner's expense, all to the satisfaction of the Board of County Commissioners of El Paso County, Colorado. Upon acceptance by resolution, all public improvements so dedicated will become matters of maintenance by El Paso County, Colorado. The public Sanitary Sewer Easement and Public Improvements Easement are hereby dedicated for the purposes as designated. The entities responsible for providing the services for which said public easements are established are hereby granted the perpetual right of ingress and egress from and to adjacent properties for installation, maintenance and replacement of the utility lines and related facilities.

Space Village Retail LLC
OWNER ADDRESS
Space Village Retail LLC
90 S. Cascade Avenue, Suite 1500
Colorado Springs, Colorado 80903

By: Danny Mientka, Manager

NOTARY CERTIFICATE

This instrument was acknowledged before me this _____ day of _____, 20____, by Danny Mientka as Manager of Space Village LLC, a Colorado limited liability company.

BOARD OF COUNTY COMMISSIONERS CERTIFICATE:

This plat for SPACE VILLAGE FILING NO. 3 was approved by the El Paso County, Colorado Board of County Commissioners on the _____ day of _____, 20____, A.D., subject to any notes specified hereon and any conditions included in the resolution of approval. The dedications of land to the public, including the easements are accepted, but public improvements thereon will not become the maintenance responsibility of El Paso County until preliminary acceptance of the public improvements in accordance with the requirements of the Land Development Code and Engineering Criteria Manual, and the Subdivision Improvements Agreement.

President, Board of County Commissioners _____ Date _____

COUNTY APPROVAL:

Approval is granted for this plat of SPACE VILLAGE FILING NO. 3 on this _____ day of _____, 20____, A.D.

El Paso County Director of Planning and Community Development _____ El Paso County Assessor _____

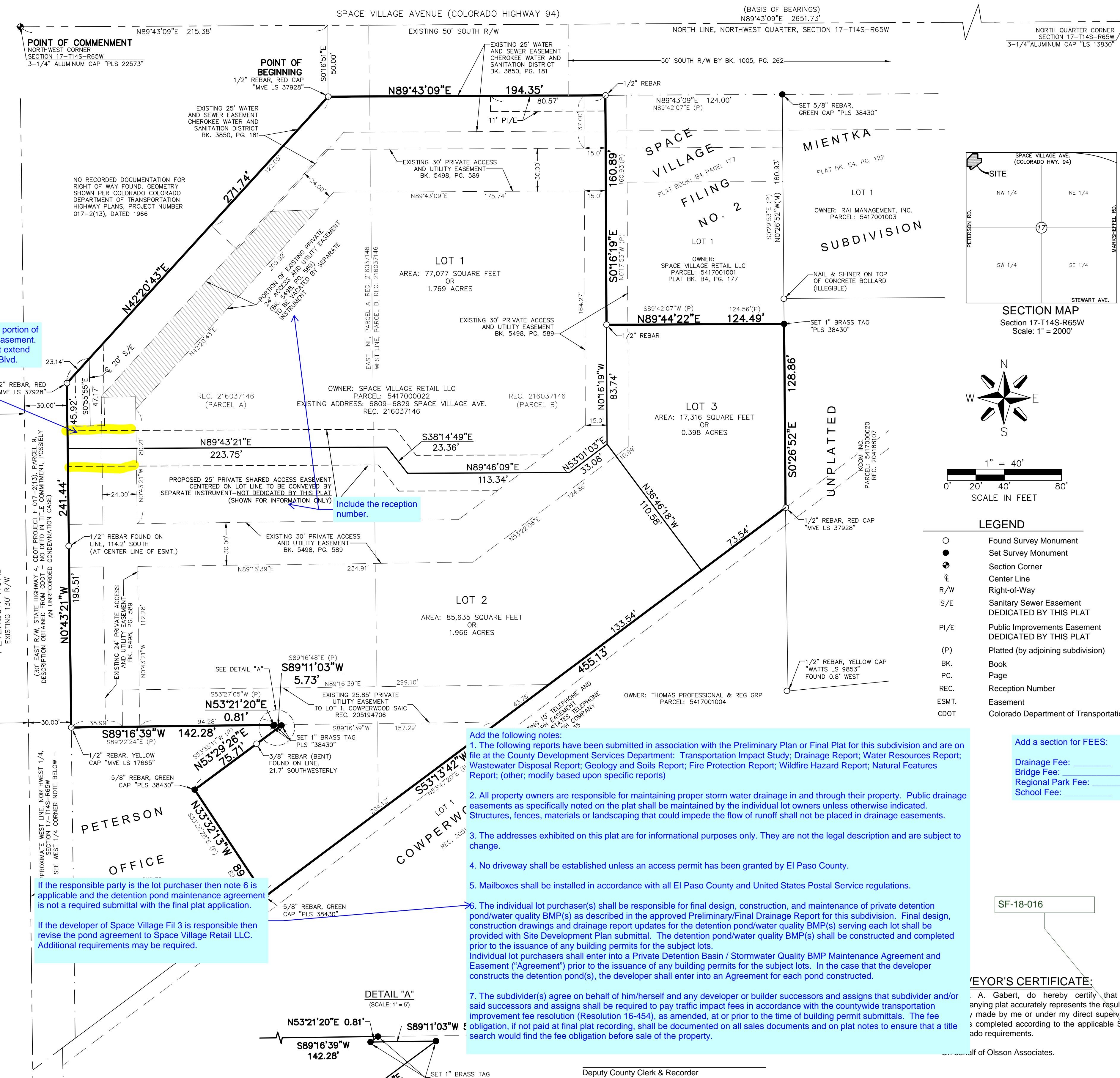
GENERAL NOTES:

- This survey does not constitute a title search by Olsson Associates to determine ownership or easements of record. For all information regarding easements, right-of-way and title of record, Olsson Associates relied upon commitment for title insurance provided by client and issued by Old Republic National Title Insurance Company, Order No. SC55064238-3, Effective Date: November 2, 2017 at 5:00:00. Olsson Associates has examined the above referenced title commitment and all the documents referenced in the Schedule B-2 (Exception) section. All the plottable easements that are referenced therein and lying within or adjoining the subject property have been plotted on the map at right. All blank, unplottable items encompassing the subject property that are listed therein are noted in the Property Notes section below. If any other matters affect this property they are unknown to this firm and surveyor and are therefore not shown or noted.
- Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
- Basis of Bearings: Bearings are based on the North line of the Northwest 1/4 of Section 17, Township 14 South, Range 65 West of the 6th Principal Meridian; being monumented at the West end of said North line by a 3.25" aluminum cap stamped "PLS 22573" and at the East end of said North line by a 3.25" aluminum cap stamped "LS 13830", bearing North 89° 43' 09" East with a ground distance of 2651.73 feet. Units shown are U.S. survey feet.
- Date of Survey: July 21, 2017.

PROPERTY NOTES:

- According to the title commitment referenced in General Note 1, the following blank and/or unplottable matters affect this property (Note: the numbers below directly correspond to the Schedule B-2 Exception item numbers as listed in said title commitment. Item numbers 1 through 8 are standard exceptions and are not addressed in these notes):
- The effect of inclusion of the subject property in the Cherokee Water District now known as the Cherokee Metropolitan District, as evidenced by order for inclusion recorded May 20, 1980 in Book 3312 at Page 965.
 - The effect of Resolution No. 82-79, Land Use-42 regarding variance of use recorded April 6, 1982 in Book 3550 at Page 396.
 - The effect of inclusion of subject property in the Cherokee Water and Sanitation District now known as the Cherokee Metropolitan District, as evidenced by Order for Inclusion recorded October 13, 1983 in Book 3791 at Page 1006.
 - Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Avigation Easement recorded November 14, 1986 in Book 5270 at Page 687.
 - Restrictive covenants, which do not contain a forfeiture or reverter clause, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as contained in Instrument recorded April 21, 1988, in Book 5498 at Page 54.
 - The effect of Resolution No. 12-299 regarding findings and order approving medical marijuana licenses, recorded August 31, 2012, under Reception no. 212101508.
 - Those specific leases shown on rent roll attached to assignment of leases recorded April 12, 2016 under Reception No. 216037147.
 - Terms Conditions and Provisions of Resolution No. 17-294 recorded October 24, 2017 at Reception No. 217128921.

EXISTING NORTH R/W EXTENDS APPROXIMATELY 450' NORTH ENCOMPASSING BOTH COLORADO HIGHWAY 94 AND U.S. HIGHWAY 24



Remove this portion of the access easement. It should not extend to Peterson Blvd.

Boulevard

Include the reception number.

If the responsible party is the lot purchaser then note 6 is applicable and the detention pond maintenance agreement is not a required submittal with the final plat application.
If the developer of Space Village Fil 3 is responsible then revise the pond agreement to Space Village Retail LLC. Additional requirements may be required.

Add the following notes:
1. The following reports have been submitted in association with the Preliminary Plan or Final Plat for this subdivision and are on file at the County Development Services Department: Transportation Impact Study; Drainage Report; Water Resources Report; Wastewater Disposal Report; Geology and Soils Report; Fire Protection Report; Wildfire Hazard Report; Natural Features Report; (other, modify based upon specific reports)
2. All property owners are responsible for maintaining proper storm water drainage in and through their property. Public drainage easements as specifically noted on the plat shall be maintained by the individual lot owners unless otherwise indicated. Structures, fences, materials or landscaping that could impede the flow of runoff shall not be placed in drainage easements.
3. The addresses exhibited on this plat are for informational purposes only. They are not the legal description and are subject to change.
4. No driveway shall be established unless an access permit has been granted by El Paso County.
5. Mailboxes shall be installed in accordance with all El Paso County and United States Postal Service regulations.
6. The individual lot purchaser(s) shall be responsible for final design, construction, and maintenance of private detention pond/water quality BMP(s) as described in the approved Preliminary/Final Drainage Report for this subdivision. Final design, construction drawings and drainage report updates for the detention pond/water quality BMP(s) serving each lot shall be provided with Site Development Plan submittal. The detention pond/water quality BMP(s) shall be constructed and completed prior to the issuance of any building permits for the subject lots. Individual lot purchasers shall enter into a Private Detention Basin / Stormwater Quality BMP Maintenance Agreement and Easement ("Agreement") prior to the issuance of any building permits for the subject lots. In the case that the developer constructs the detention pond(s), the developer shall enter into an Agreement for each pond constructed.
7. The subdivider(s) agree on behalf of him/herself and any developer or builder successors and assigns that subdivider and/or said successors and assigns shall be required to pay traffic impact fees in accordance with the countywide transportation improvement fee resolution (Resolution 16-454), as amended, at or prior to the time of building permit submittals. The fee obligation, if not paid at final plat recording, shall be documented on all sales documents and on plat notes to ensure that a title search would find the fee obligation before sale of the property.

Add a section for FEES:
Drainage Fee: _____
Bridge Fee: _____
Regional Park Fee: _____
School Fee: _____

DEVELOPER'S CERTIFICATE:
I, Mark A. Gabert, do hereby certify that the any plat accurately represents the results of / made by me or under my direct supervision / completed according to the applicable State and requirements.

Deputy County Clerk & Recorder

This following notes also need to be on the final plat:
1. No lots shall be sold, conveyed or transferred, whether by deed or by contract, nor shall building permits be issued, unless and until the required public improvements for the subdivision have been constructed and completed in accordance with the approved construction plan, preliminary acceptance of said improvements has been received from El Paso County, and Defect Warranty Collateral has been posted with the County. In the alternative, the Property Owner may enter into a Subdivision Improvement Agreement with El Paso County which will allow for the sale of lots and the issuance of building permits upon the provision of Construction Collateral.
2. Unless otherwise indicated, side, front, and rear lot lines are hereby platted on either side with a 10 foot (five foot for below 2.5 acres) public utility and drainage easement. All exterior subdivision boundaries shall have a 20 foot (seven foot for below 2.5 acres) public utility and drainage easement. The sole responsibility for maintenance of these easements is hereby vested with the individual property owners

Mark A. Gabert
Professional Land Surveyor
Colorado Registration No. 38567

D:\2017\1501-2000\017-1754\40-Design\Survey\SRV\Y\1754_V_FPT_21754.dwg USER: dhwf 692 Easement Linework
DATE: May 07, 2018 8:58am XREFS: 71754-TPO 692-Proposed Lot Lines_1,2,17

OLSSON ASSOCIATES
1505 Raleigh St., Suite 400
Denver, CO 80204
TEL 303.237.2072
FAX 303.237.2659
www.olssonassociates.com

OLSSON ASSOCIATES ASSUMES NO RESPONSIBILITY FOR EXISTING UTILITY LOCATIONS (HORIZONTAL OR VERTICAL). THE EXISTING UTILITIES SHOWN ON THIS DRAWING HAVE BEEN PLOTTED FROM THE BEST AVAILABLE INFORMATION. IT IS HOWEVER THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.

811
Know what's below. Call before you dig.
CALL SEVENTY-TWO HOURS PRIOR TO DIGGING, GRADING OR EXCAVATING FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

REVISIONS DESCRIPTION	DATE	REV. NO.	REVISIONS
			2018

Final Plat
SPACE VILLAGE FILING NO. 3
A Subdivision of part of the
NW. 1/4, SECTION 17-T14S-R65W
(Unincorporated Area) EL PASO COUNTY, COLORADO

drawn by: DD
checked by: DMW
approved by: MAG
QA/QC by: _____
project no.: 017-1754
drawing no.: V_FPT_21754
date: 05.07.2018

SHEET
1 of 1

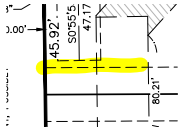
Markup Summary

dsdlaforce (8)

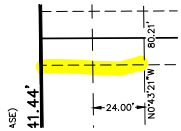


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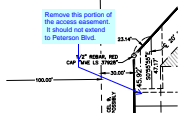
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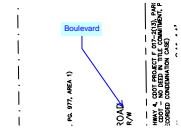


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Remove this portion of the access easement. It should not extend to Peterson Blvd.



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Boulevard



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Add the following notes:

1. The following reports have been submitted in association with the Preliminary Plan or Final Plat for this subdivision and are on file at the County Development Services Department: Transportation Impact Study; Drainage Report; Water Resources Report; Wastewater Disposal Report; Geology and Soils Report; Fire Protection Report; Wildfire Hazard Report; Natural Features Report; (other; modify based upon specific reports)

2. All property owners are responsible for maintaining proper storm water drainage in and through their property. Public drainage easements as specifically noted on the plat shall be maintained by the individual lot owners unless otherwise indicated. Structures, fences, materials or landscaping that could impede the flow of runoff shall not be placed in drainage easements.

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The detention pond/water quality BMP(s) shall be constructed and completed prior to the issuance of any building permits for the subject lots.

Individual lot purchasers shall enter into a Private Detention Basin / Stormwater Quality BMP Maintenance Agreement and Easement ("Agreement") prior to the issuance of any building permits for the subject lots. In the case that the developer constructs the detention pond(s), the developer shall enter into an Agreement for each pond constructed.

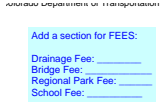
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If the responsible party is the lot purchaser then note 6 is applicable and the detention pond maintenance agreement is not a required submittal with the final plat application.

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Add a section for FEES:

Drainage Fee: _____
 Bridge Fee: _____
 Regional Park Fee: _____
 School Fee: _____

dsdsevigny (2)



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This following notes also need to be on the final plat:

1. No lots shall be sold, conveyed or transferred, whether by deed or by contract, nor shall building permits be issued, unless and until the required public improvements for the subdivision have been constructed and completed in accordance with the approved construction plan, preliminary acceptance of said improvements has been received from El Paso County, and Defect Warranty Collateral has been posted with the County. In the alternative, the Property Owner may enter into a Subdivision Improvement Agreement with El Paso County which will allow for the sale of lots and the issuance of building permits upon the provision of Construction Collateral.

2. Unless otherwise indicated, side, front, and rear lot lines are hereby platted on either side with a 10 foot (five foot for below 2.5 acres) public utility and drainage easement. All exterior subdivision boundaries shall have a 20 foot (seven foot for below 2.5 acres) public utility and drainage easement. The sole responsibility for maintenance of these easements is hereby vested with the individual property owners



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SF-18-016