

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made between John R. Jennings and Linda B. Jennings, hereinafter collectively called the "Subdivider," and El Paso County by and through the Board of County Commissioners of El Paso County, Colorado, hereinafter called the "County," shall become effective the date of approval of the Final Plat by the Board of County Commissioners.

WITNESSETH:

WHEREAS, the Subdivider, as a condition of approval of the final plat of JUDGE ORR RANCHETTES subdivision, wishes to enter into a Subdivision Improvements Agreement, as provided for by Section 3028137 (C.R.S.), Chapter 5 of the El Paso County Engineering Criteria Manual and Chapter 8 of the El Paso County Land Development Code incorporated herein; and

WHEREAS, pursuant to the same authority, the Subdivider is obligated to provide security or collateral sufficient in the judgment of the Board of County Commissioners to make reasonable provision for completion of certain public improvements set forth on **Exhibit A** attached hereto and incorporated herein; and

WHEREAS, the Subdivider wishes to provide collateral to guarantee performance of this Agreement including construction of the aboverferenced improvements by means of Subdivision Bond.

NOW, THEREFORE, in consideration of the following mutual covenants and agreements, the Subdivider and the County agree as follows:

1. The Subdivider agrees to construct and install, at his sole expense, all of those improvements as set forth on **Exhibit A** attached hereto. To secure and guarantee performance of its obligations as set forth herein, the Subdivider agrees to provide collateral to remain in effect at all times until the improvements are completed and accepted in accordance with Chapter 5 of the ECM. Security and collateral shall be posted in the form of a Subdivision Bond from Lexon Insurance Company in the amount of \$ 191,773.70.
2. Subdivider is responsible for providing any renewals of collateral to ensure that there is never a lapse in security coverage. Subdivider shall procure renewal/extension/replacement collateral at least fifteen (15) days prior to the expiration of the original or renewal/extension/replacement collateral then in effect. Failure to procure renewal/extension/replacement collateral within this time limit shall be a default under this Agreement and shall allow the County to execute on the collateral. In addition, if Subdivider allows collateral to lapse at any time, no lots in the subdivision may be sold, conveyed or transferred, whether by Deed or Contract, after the expiration date of such collateral until the improvements identified on Exhibit A have been completed and final acceptance is received from the County. If replacement collateral is used for renewal, approval by Board of County Commissioners is required.
3. No lots in the subdivision shall be sold, conveyed or transferred, whether by Deed or by Contract, nor shall building permits be issued until and unless the required improvements for the subdivision have been constructed and completed in accordance with the approved construction plans and preliminary acceptance is received from the County. In the alternative, lots within the subdivision may be sold, conveyed or transferred and / or have building permits issued upon receipt of collateral acceptable to the County, pursuant to this Agreement, which is sufficient to guarantee construction of the improvements in the attached Exhibit A.



4. The Subdivider agrees that all of those certain public improvements to be completed as identified on Exhibit A shall be constructed in compliance with the following:
 - a. All laws, resolutions and regulations of the United States, State of Colorado, El Paso County and its various agencies, affected special districts and/or servicing authorities.
 - b. Such other designs, drawings, maps, specifications, sketches and other matter submitted to and approved by any of the abovestated governmental entities.
5. All improvements shall be completed by the Subdivider, meeting all applicable standards for preliminary acceptance, within 24 (twenty four) months from the date of notice to proceed in the Construction Permit for the Subdivision. If the Subdivider determines that the completion date needs to be extended, the Subdivider shall submit a written request for a change in the completion date to the ECM Administrator at least 90 days in advance of the required completion date. The request shall include the reasons for the requested change in completion date, the proposed new completion date, and prove collateral is in place to cover the extension time requested. The completion date for the Subdivision may be extended one time, for a period no longer than 6 months at the discretion of the ECM Administrator. Any additional requests for extension of the completion date will be scheduled for hearing by the Board of County Commissioners. The ECM Administrator or the Board of County Commissioners may require an adjustment in the amount of collateral to take into account any increase in cost due to the delay including inflation.
6. It is mutually agreed pursuant to the provisions of Section 3028137 (3) C.R.S. that the County or any purchaser of any lot, lots, tract or tracts of land subject to a plat restriction which is the security portion of a Subdivision Improvements Agreement shall have the authority to bring an action in any District Court to compel the enforcement of any Subdivision Improvements Agreement on the sale, conveyance, or transfer of any such lot, lots, tract or tracts of land or of any other provision of this article. Such authority shall include the right to compel rescission of any sale, conveyance, or transfer of any lot, lots, tract or tracts of land contrary to the provisions of any such restrictions set forth on the plat or in any separate recorded instrument, but any such action shall be commenced prior to the issuance of a building permit by the County where so required or otherwise prior to commencement of construction on any such lot, lots, tract or tracts of land.
7. It is further mutually agreed that, pursuant to the provisions of Section 30-28-137 (2) C.R.S., and Chapter 5 of the County's Engineering Criteria Manual, as improvements are completed, the Subdivider may apply to the Board of County Commissioners for a release of part or all of the collateral deposited with said Board. Upon inspection and approval, the Board shall release said collateral. The County agrees to respond to an inspection request in a reasonable time upon receipt of the request. If the Board determines that any of such improvements are not constructed in substantial compliance with specifications it shall furnish the Subdivider a list of specific deficiencies and shall be entitled to withhold collateral sufficient to ensure such substantial compliance. If the Board of County Commissioners determines that the Subdivider will not construct any or all of the improvements in accordance with all of the specifications, the Board of County Commissioners may withdraw and employ from the deposit of collateral such funds as may be necessary to construct the improvements in accordance with the specifications.
8. The Subdivider agrees, and both parties acknowledge that the construction of the improvements identified and guaranteed through this Subdivision Improvements Agreement shall follow the inspection, collateral, and acceptance process that is identified in Chapter 5 of the County's Engineering Criteria Manual. This is to include among other things, a Preliminary Acceptance

2015 Financial Assurance Estimate Form

(Basic form)

8/6/2015

Project Information	SF 17-021
Judge Orr Renchettes	12/18/2018
Project Name	Date

Section 1 - Grading and Erosion Control BMPs	Quantity	Units	Price		
Earthwork*	2,920.00	CY	@ \$ 5	=	\$ 14,600.00 *
Permanent Seeding* (inc. noxious weed management)	2.30	AC	@ \$ 582	=	\$ 1,338.60 *
Mulching*	2.30	AC	@ \$ 507	=	\$ 1,166.10 *
Permanent Erosion Control Blanket*		SY	@ \$ 6	=	\$ *
Temporary Erosion Control Blanket		SY	@ \$ 3	=	\$ *
Vehicle Tracking Control	2.00	EA	@ \$ 1,625	=	\$ 3,250.00
Safety Fence		LF	@ \$ 3	=	\$ *
Silt Fence	2,580.00	LF	@ \$ 4	=	\$ 10,320.00
Temporary Seeding		AC	@ \$ 485	=	\$ *
Temporary Mulch		AC	@ \$ 507	=	\$ *
Erosion Bales	9.00	EA	@ \$ 21	=	\$ 189.00
Erosion Logs		LF	@ \$ 6	=	\$ *
Rock Ditch Checks	20.00	EA	@ \$ 40	=	\$ 800.00
Inlet Protection		EA	@ \$ 153	=	\$ *
Sediment Basin	2.00	EA	@ \$ 1,625	=	\$ 3,250.00
Concrete Washout Basin		EA	@ \$ 776	=	\$ *
			@ \$	=	\$ *
Specified items subject to defect warranty financial assurance					
				Section 1 Subtotal	= \$ 34,913.70

Section 2 - Public Improvements**	Quantity	Units	Price		
- Roadway Improvements					
Construction Traffic Control		LS	@ \$	=	\$ *
Aggregate Base Course	2,261.00	Tons	@ \$ 18	=	\$ 40,698.00
Asphalt Pavement	1,566.00	Tons	@ \$ 65	=	\$ 101,790.00
Raised Median, Paved		SF	@ \$ 7	=	\$ *
Electrical Conduit, Size =		LF	@ \$ 14	=	\$ *
Traffic Signal, complete intersection		EA	@ \$ 250,000	=	\$ *
Regulatory Sign	3.00	EA	@ \$ 100	=	\$ 300.00
Advisory Sign	5.00	EA	@ \$ 100	=	\$ 500.00
Guide/Street Name Sign	6.00	EA	@ \$ 100	=	\$ 600.00
Epoxy Pavement Marking	50.00	SF	@ \$ 12	=	\$ 600.00
Thermoplastic Pavement Marking		SF	@ \$ 22	=	\$ *
Barricade - Type 3	1.00	EA	@ \$ 115	=	\$ 115.00
Delineator (Type I)		EA	@ \$ 21	=	\$ *
Curb and Gutter, Type C (Ramp)		LF	@ \$ 21	=	\$ *
Curb and Gutter, Type A (6" Vertical)		LF	@ \$ 16	=	\$ *
Curb and Gutter, Type B (Median)		LF	@ \$ 13	=	\$ *
Pedestrian Ramp		SY	@ \$ 108	=	\$ *

Cross Pan			SY	@	\$	\$53	=	\$
Curb Chase			EA	@	\$	\$1,300	=	\$
Guardrail Type 3 (W-Beam)			LF	@	\$	\$18	=	\$
Guardrail Type 7 (Concrete)			LF	@	\$	\$67	=	\$
Guardrail End Anchorage			EA	@	\$	\$1,978	=	\$
Guardrail Impact Attenuator			EA	@	\$	\$3,564	=	\$
Sound Barrier Fence			LF	@	\$	\$100	=	\$
- Storm Drain Improvements								
Concrete Box Culvert (M Standard), Size (W x H)			LF	@	\$		=	\$
Reinforced Concrete Pipe (RCP)	Size 15"		LF	@	\$	\$69	=	\$
18" Reinforced Concrete Pipe			LF	@	\$	\$69	=	\$
24" Reinforced Concrete Pipe			LF	@	\$	\$84	=	\$
30" Reinforced Concrete Pipe		58.00	LF	@	\$	\$94	=	\$ 5,452.00
36" Reinforced Concrete Pipe			LF	@	\$	\$124	=	\$
42" Reinforced Concrete Pipe			LF	@	\$	\$134	=	\$
48" Reinforced Concrete Pipe			LF	@	\$	\$178	=	\$
54" Reinforced Concrete Pipe			LF	@	\$	\$182	=	\$
60" Reinforced Concrete Pipe			LF	@	\$	\$216	=	\$
66" Reinforced Concrete Pipe			LF	@	\$	\$263	=	\$
72" Reinforced Concrete Pipe			LF	@	\$	\$283	=	\$
Corrugated Steel Pipe (CSP)	Size		LF	@	\$		=	\$
18" Corrugated Steel Pipe			LF	@	\$	\$66	=	\$
24" Corrugated Steel Pipe			LF	@	\$	\$96	=	\$
30" Corrugated Steel Pipe			LF	@	\$	\$101	=	\$
36" Corrugated Steel Pipe			LF	@	\$	\$136	=	\$
42" Corrugated Steel Pipe			LF	@	\$	\$147	=	\$
48" Corrugated Steel Pipe			LF	@	\$	\$169	=	\$
54" Corrugated Steel Pipe			LF	@	\$	\$193	=	\$
60" Corrugated Steel Pipe			LF	@	\$	\$227	=	\$
66" Corrugated Steel Pipe			LF	@	\$	\$278	=	\$
72" Corrugated Steel Pipe			LF	@	\$	\$330	=	\$
78" Corrugated Steel Pipe			LF	@	\$	\$381	=	\$
84" Corrugated Steel Pipe			LF	@	\$	\$432	=	\$
Flared End Section (FES) RCP	†	2.00	EA	@	\$	800	=	\$ 1,600.00
Flared End Section (FES) CSP	†		EA	@	\$		=	\$
End Treatment- Headwall			EA	@	\$		=	\$
End Treatment- Wingwall			EA	@	\$		=	\$
End Treatment - Cutoff Wall			CY	@	\$	550	=	\$
Curb Inlet (Type R) L=5', Depth < 5 feet			EA	@	\$	\$3,791	=	\$
Curb Inlet (Type R) L=5', 5'-10' Depth			EA	@	\$	\$5,044	=	\$
Curb Inlet (Type R) L =5' , 10'-15' Depth			EA	@	\$	\$6,027	=	\$
Curb Inlet (Type R) L =10', Depth < 5 feet			EA	@	\$	\$5,528	=	\$
Curb Inlet (Type R) L =10' , 5'-10' Depth			EA	@	\$	\$6,694	=	\$
Curb Inlet (Type R) L =10' , 10'-15' Depth			EA	@	\$	\$7,500	=	\$
Curb Inlet (Type R) L =15' , Depth < 5 feet			EA	@	\$	\$7,923	=	\$
Curb Inlet (Type R) L =15' , 5'-10' Depth			EA	@	\$	\$8,000	=	\$
Curb Inlet (Type R) L =15' , 10'-15' Depth			EA	@	\$	\$8,800	=	\$
Curb Inlet (Type R) L =20' , Depth < 5 feet			EA	@	\$	\$8,000	=	\$
Curb Inlet (Type R) L =20' , 5'-10' Depth			EA	@	\$	\$8,830	=	\$
Curb Inlet (Type R) L = ___ , ___ - ___ Depth			EA	@	\$		=	\$
Curb Inlet (Type R) L = ___ , ___ - ___ Depth			EA	@	\$		=	\$

Grated Inlet (Type C), < 5' deep		EA	@	\$	\$3,270	=	\$	
Grated Inlet (Type D), < 5' deep		EA	@	\$	\$3,908	=	\$	
Storm Sewer Manhole, Box Base, Depth < 15 feet		EA	@	\$	\$8,592	=	\$	
Storm Sewer Manhole, Slab Base, Depth < 15 feet		EA	@	\$	\$4,575	=	\$	
Geotextile (Erosion Control)		SY	@	\$	\$5	=	\$	
Soil Rip Rap, d50 Size from 6" to 24"	22.50	CY	@	\$	\$98	=	\$ 2,205.00	
Rip Rap, Grouted		CY	@	\$	\$215	=	\$	
Drainage Channel Construction, Size (W x H)		LF	@	\$		=	\$	
Channel Lining, Concrete		CY	@	\$	\$450	=	\$	
Channel Lining, Rip Rap		CY	@	\$	\$98	=	\$	
Channel Lining, Grass		AC	@	\$	\$1,287	=	\$	
Channel Lining, Other Stabilization		SY	@	\$	\$3	=	\$	
Detention Outlet Structure		EA	@	\$	9,000	=	\$	
Detention Emergency Spillway		EA	@	\$		=	\$	
Permanent Water Quality Facility (Describe)		EA	@	\$		=	\$	
**all items this section subject to defect warranty financial assurance. † For flared end sections, multiply pipe LF cost by 6								
Section 2 Subtotal							=	\$ 153,860.00 **

Section 3 - Common Development Improvements (Private or District)***	Quantity	Units	Price	=	\$
- Roadway Improvements					
(Include any applicable items from above Public Improvements list, that are to be private and NOT maintained by El Paso County)			@	\$	= \$
			@	\$	= \$
			@	\$	= \$
Concrete Sidewalk		SY	@	\$ 38	= \$
Construction Traffic Control		LS	@	\$	= \$
Aggregate Base Course		Tons	@	\$ 18	= \$
Asphalt Pavement		Tons	@	\$ 65	= \$
Raised Median, Paved		SF	@	\$ 7	= \$
Electrical Conduit, Size =		LF	@	\$ 14	= \$
Traffic Signal, complete intersection		EA	@	\$ 250,000	= \$
Regulatory Sign		EA	@	\$ 100	= \$
Advisory Sign		EA	@	\$ 100	= \$
Guide/Street Name Sign		EA	@	\$ 100	= \$
Epoxy Pavement Marking		SF	@	\$ 12	= \$
Thermoplastic Pavement Marking		SF	@	\$ 22	= \$
Barricade - Type 3		EA	@	\$ 115	= \$
Delineator (Type I)		EA	@	\$ 21	= \$
Curb and Gutter, Type C (Ramp)		LF	@	\$ 21	= \$
Curb and Gutter, Type A (6" Vertical)		LF	@	\$ 16	= \$
Curb and Gutter, Type B (Median)		LF	@	\$ 13	= \$
Pedestrian Ramp		SY	@	\$ 108	= \$
Cross Pan		SY	@	\$ 53	= \$
Curb Chase		EA	@	\$ 1,300	= \$
Guardrail Type 3 (W-Beam)		LF	@	\$ 18	= \$
Guardrail Type 7 (Concrete)		LF	@	\$ 67	= \$
Guardrail End Anchorage		EA	@	\$ 1,978	= \$
Guardrail Impact Attenuator		EA	@	\$ 3,564	= \$
Sound Barrier Fence		LF	@	\$ 100	= \$
			@	\$	= \$
			@	\$	= \$
- Storm Drain Improvements					
(Include any applicable items from above Public Improvements list, that are to be private and NOT maintained by El Paso County)			@	\$	= \$
			@	\$	= \$
			@	\$	= \$
Reinforced Concrete Pipe (RCP)		LF	@	\$ 69	= \$
30" Corrugated Steel Pipe		LF	@	\$ 101	= \$
36" Corrugated Steel Pipe		LF	@	\$ 136	= \$
Flared End Section (FES) †		EA	@	\$ 63	= \$
Soil Rip Rap, d50 Size from 6" to 24"		CY	@	\$ 98	= \$
Detention Outlet Structure		EA	@	\$ 9,000	= \$
Detention Emergency Spillway		EA	@	\$ 2,500	= \$
Soil Rip Rap Rundown, d50=12"		CY	@	\$ 98	= \$
			@	\$	= \$
- Water System Improvements					
Water Main Pipe (PVC), Size 8"		LF	@	\$ 94	= \$
Water Main Pipe (Ductile Iron), Size 8"		LF	@	\$ 137	= \$

Gate Valves, 8"		EA	@	\$	\$1,852	=	\$
Fire Hydrant Assembly w/ all valves		EA	@	\$	\$6,430	=	\$
Water Service Line Installation, inc. tap & valves		EA	@	\$	\$1,253	=	\$
Fire Cistem Installation, complete		EA	@	\$		=	\$
- Sanitary Sewer Improvements							
Sewer Main Pipe (PVC), Size 8"		LF	@	\$	\$94	=	\$
Sanitary Sewer Manhole, Depth < 15 feet		EA	@	\$	\$4,575	=	\$
Sanitary Service Line Installation, complete		EA	@	\$	1,516	=	\$
Sanitary Sewer Lift Station, complete		EA	@	\$		=	\$
- Landscaping (if Applicable)							
(List landscaping line items and cost - usually only in case of subdivision specific condition of approval, or PUD)		EA	@	\$		=	\$
		EA	@	\$		=	\$
		EA	@	\$		=	\$
		EA	@	\$		=	\$
		EA	@	\$		=	\$
***items in this section are not subject to defect warranty financial assurance				Section 3 Subtotal		=	\$

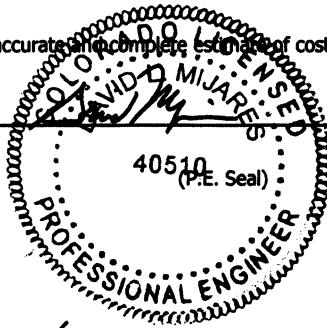
Financial Assurance Totals

As-built drawings - (FILL IN IF THERE ARE ANY PUBLICLY-MAINTAINED IMPROVEMENTS) (Inc. survey to verify detention pond volumes.)		\$	3,000.00
	Construction Financial Assurance Total	= \$	191,773.70
	(Sum of all Section Totals)		
		\$	170,964.70
	Public Improvements Total* **		
	Defect Warranty Financial Assurance Total	= \$	34,192.94
	(20% of Section 2 Subtotal and 20% of identified Grading and Erosion BMP items)		

Approvals

I hereby certify that this is an accurate and complete estimate of costs for the work as shown on the approved Construction Drawings associated with the Project.

Engineer



Date

1.30.19

Approved by Owner / Applicant

Date

30 JANUARY 2019

Approved by El Paso County Engineer / ECM Administrator

Approved

By: Elizabeth Nijkamp

Date: 07/10/2019

El Paso County Planning & Community Development

COVENANTS, CONDITIONS AND RESTRICTIONS

JUDGE ORR RANCHETTES

**LOCATION – The W1/2 of the E1/2 of the SE1/4, and the NE1/4 of the NE1/4 of the SE1/4 of
Section 33, Township 12 South, Range 64 West of the 6th Prime Meridian
El Paso County, State of Colorado**

1. **LAND USE AND BUILDING TYPE** – No lot in said subdivision shall be used except for residential purposes, including gardens. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family residential dwelling unit not to exceed three stories in height, garages and any other outbuilding including any animal barn. No mobile homes of any type will be permitted upon the property.
2. **MINIMUM FLOOR AREA** – No house shall be erected on any lot with less than the following square footages-
 - a. For single-family, single-story houses (including raised ranches), not less than 2,000 square feet on the main floor.
 - b. For single-family, two-story, split level, bi-level, or tri-level houses, not less than 2300 square feet on the main two floors.
3. **GARAGES** – Each house shall have a garage containing not less than two automobile stalls. Garages may be attached to or detached from the main residential building.
4. **OUTBUILDINGS** – One additional ancillary building, keeping with the architecture of the existing home, shall be permitted.
5. **SETBACKS**- No structure of any kind shall be located on any lot nearer than 75 feet to the front lot to any rear or side lot line.
6. **FENCES** – Chain link fences are prohibited, except that they may be used for dog runs and similar enclosures provided the chain link fence is not visible from any street, adjacent lot or the front yard of the residence upon which such chain link fence is located.
7. **COMPLETION OF CONSTRUCTION** – Construction of all buildings shall be completed within twelve months after issuance of a building permit for the prospective building.
8. **DESIGN STANDARDS** – Exterior elevations and colors shall be varied throughout. Color schemes will be compatible with the natural environment of the subdivision. Subdued, unobtrusive natural or earth colors will normally be required, and color samples must be submitted with plans. All chimneys and all exterior flues shall be fully enclosed. All roof pitches to be a minimum rise of 6 inches per foot. Roof materials and color shall be consistent with the architecture, color, and exterior wall material of the house. All eaves to have a minimum overhang of 18 inches on eave ends. Primary exterior finish to be wood, or concrete plank, or composite siding, stucco, brick, stone or combination of those materials. No part of any concrete wall shall be visible from the front or rear of the structure at a height greater than 18 inches above finished ground level unless finished with stucco, brick, stone or other material approved with permit.
9. **DRIVEWAYS** – Purchasers must contact the El Paso County Department of Transportation for sizing of culverts prior to the installation of any driveways on or to any lots.

10. UTILITIES – All utility lines, including service lines of whatever kind or nature shall be underground to all lots within Judge Orr Ranchettes. Each lot owner shall be responsible for all service to their individual lot from that point of access provided by Developer. All such service lines shall be underground.

11. TEMPORARY RESIDENCES – No structure of a temporary character, camper, trailer, basement, tent, or accessory building shall be used on any lot as a residence, temporarily or permanently, either before or after construction of the main residence.

12. PRESERVATION & LOT ELEVATIONS – Houses shall be located on lots so as to minimize damage to existing foliage and natural growth. The lots shall be maintained in their natural state as nearly as possible. The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots.

13. EASEMENTS – No structure, planting or other materials shall be placed or permitted to remain within any easement of record which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easement.

14. VEHICLES AND/OR EQUIPMENT STORAGE – The outside storage of vehicles of any nature, boats, trailers, travel trailers, campers and recreational vehicles is prohibited, except that such vehicles may be stored in the rear of a home if screened so as not to be visible from any street, adjacent lot or the front yard of the lot.

15. NUISANCES AND FIREARMS – No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No hunting of any kind or the discharge of firearms will be permitted in Judge Orr Ranchettes.

16. NOXIOUS VEHICLES & NOISE – No trail bikes, mini-bikes, motorcycles, all terrain vehicles, snowmobiles or other such noise polluting vehicles will be operated within the Judge Orr Ranchettes subdivision other than on county roads and going to and from residences.

17. SIGNS – No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than six square feet advertising the lot for sale or rent, or signs without regard to size used by the Developer, a builder or licensed real estate broker to advertise the subdivision during the construction and sales period.

18. **ANIMALS** – A maximum of three horses are allowed per lot. A barn must be permitted by the county, constructed and completed before horses are allowed to stay on lot. No livestock, or poultry, or domestic animals (dogs or cats or any household pets) not to exceed a total of 4 of any kind shall be raised, bred, shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers walled-in areas designed to blend with the house so that they shall not be visible from other lots or public street.

20. **EROSION CONTROL** – The owner of each lot shall take all steps necessary to ensure that sediment, mud, soil, debris and other material is not carried off of the Owner's lot by storm water flow or otherwise onto rights of way, other lots or lands adjacent to Judge Orr Ranchettes subdivision.

21. **SUBDIVISION OF LOTS** – Further subdivision of lots is prohibited.

WATER SUPPLY PLAN

22. Each lot owner will be conveyed 0.7 acre- feet per year of Denver aquifer groundwater to be withdrawn over a period of 300 years, and to be permitted pursuant to the Findings and Orders of the Colorado Ground Water Commission in Case No. 679-BD.

23. **AMENDMENTS.** Notwithstanding an provisions herein to the contrary, no changes, amendents, alterations, or deletions to these Covenants may be made which would alter, impair, or in any manner compromise the Findings and Orders of the Colorado Ground Water Commission in Case No. 679-BD or the water rights of the Lot Owners unless the amendments are consistent with the requirements of the Colorado Ground Water Commission. Further, written approval of the proposed amendments must first be obtained from the El Paso County Planning and Community Development Department, and as may be appropriate, by the Board of County Commissioners, after review by the by the County Attorney's Office. Any amendments must be pursuant to a Determination from the Colorado Ground Water Commission approving such amendment, with notice to El Paso County Planning and Community Development for an opportunity for the County to participate in any such judication.

24. Each lot owner will be responsible for obtaining a Denver Aquifer well permit for the drilling of an individual well to serve their individual lot. Each individual well shall be limited to an annual amount of 0.7 acre-feet for residential use in one single family dwelling. Each well shall be marked by the lot owner, with their permit number and the name of the producing aquifer (Denver) displayed at the well head. The determination requires at least 4% of the amount of water withdrawn annually be returned by each lot owner to the uppermost aquifer in the vicinity of the permitted point or point,s of withdrawl, which would be 0.028 acre-feet annually per lot based on a maximum annual withdrawl of 0.7 acre-feet. This 4% must be included in, and accounted for, in the 0.7 acre-feet annual demand for each lot owner. Each lot owner shall ensure the return flows are produced to address the 4% replacement requirement

by using non-evaporative septic systems, and that such return flows shall be used for replacement purposes, shall not be separated for the transfer of title to the land, and shall not be separately conveyed, sold, traded, bartered, assigned or encumbered in whole or in part for any other purpose.

25. Each lot owner must install a flow meter and maintained in good working order and keep annual records of all withdrawals from all Denver aquifer wells on an annual basis and be prepared to submit those records to the Colorado Division of Water Resources showing the amounts withdrawn within the previous calendar year by January 15 each year. Records showing the metered withdrawals must also be provided to the Colorado Ground Water Commission and the Upper Black Squirrel Creek Ground Water Management District annually. _____

TERMINATION. These Covenants shall not terminate unless the requirements of the Findings and Orders of the Colorado Ground Water Commission in Case No. 679-BD are also terminated by order of the Colorado Ground Water Commission , and a change of water supply is approved in advance of termination by the Board of County Commissioners of El Paso County.

El Paso County Enforcement. El Paso County may elect to enforce the provisions regarding the Determination and water supply for the Judge Orr Ranchettes Subdivision as set forth in these Covenants, should the Owners fail to do so adequately.

GENERAL PROVISIONS

26. **DEVELOPER-** As used herein, the term "Developer" shall refer to Judge Orr Ranchettes, or any party designated by Judge Orr Ranchettes as the assignee of its rights as "Developer" hereunder pursuant to a written instrument recorded with in the records of El Paso County, Colorado. At such time as Judge Orr Ranchettes, and any party designated by Judge Orr Ranchettes as the assignee of its rights of "Developer" hereunder ceases to own any lot, then there shall be no "Developer".

27. **TERM** – These Codes, Covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Codes, Covenants and Restrictions are recorded after which time it shall be extended automatically for successive periods of five (5) years each unless a document signed by a two-thirds majority of the then-owners of the lots has been recorded, agreeing to change said covenants in whole or in part or to terminate the same.

process, replacement of performance collateral with appropriate Warranty collateral at that time, and a 2 year warranty period prior to final acceptance. Where any inconsistency exists between Chapter 5 of the Engineering Criteria Manual and the Land Development Code with respect to these inspections, collateral and acceptance processes, the Engineering Criteria Manual is the controlling document.

9. The Subdivider(s) agrees to provide the County with a title insurance commitment at time of final platting evidencing that fee simple title of all lands in the subdivision is vested with the subdivider(s).
10. The County agrees to approval of the final plat of JUDGE ORR RANCHETTES Subdivision subject to the terms and conditions of this Agreement.
11. Parties hereto mutually agree that this Agreement may be amended from time to time provided that such amendment be in writing and signed by all parties hereto.
12. This Agreement shall take effect on the date of approval of the Final Plat by the Board of County Commissioners.
13. The Subdivider(s) agrees for itself and its successors and assigns that Subdivider and/or its said successors and assigns shall be required to pay road impact fees in accordance with the El Paso County Road Impact Fee Program at or prior to the time of building permit submittals.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year below written.

BOARD OF COUNTY COMMISSIONERS OF
EL PASO COUNTY, COLORADO

By: 
Mark Waller, Chair

(Date Final Plat Approved)

ATTEST:

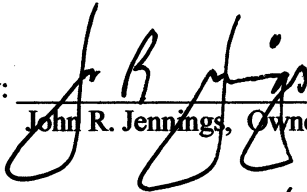


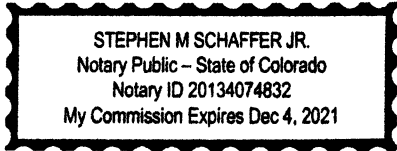
Chuck Broerman
County Clerk and Recorder

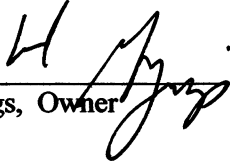


LL

Subdivider:
John R. Jennings and Linda B. Jennings


By: 
John R. Jennings, Owner



By: 
Linda B. Jennings, Owner

Subscribed, sworn to and acknowledged before me this FIFTH day of FEBRUARY, 2020
by the parties above named.

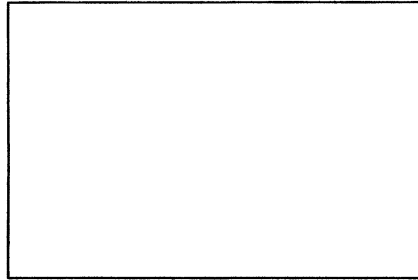
My commission expires: 12/04/2021.


Notary Public

SPECIAL WARRANTY DEED

(Water Rights)

THIS DEED, dated _____, 20__ between John R. Jennings and Linda B. Jennings of the County of El Paso, State of Colorado, Grantors, and _____, grantee.



WITNESS, that the grantors, for and in consideration of the sum of ten dollars, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell, convey, and confirm unto the grantee, its heirs and assigns forever, all the real property, together with improvements, situate, lying and being in the County of El Paso and State of Colorado, described as follows:

0.7 annual acre-feet for 300 years (totaling 210 acre-feet) of not-nontributary Denver aquifer water from the Colorado Ground Water Commission Determination No. 679-BD recorded at Reception No. 219161515, El Paso County, Colorado to serve the property described in **Exhibit A**.

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, its heirs and assigns forever. The grantors, for themselves _____ their heirs, personal representatives, successors, and assigns do covenant and agree to **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the grantee, its heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantors.

IN WITNESS WHEREOF, the grantors have executed this deed on the date set forth above.

GRANTORS

John R. Jennings

Linda B. Jennings

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

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by John R. Jennings and Linda B. Jennings.

My commission expires: _____

Witness my hand and official seal.

Notary Public