

**TOWN OF MONUMENT
ORDINANCE NO. 15-2020**

**AN ORDINANCE AUTHORIZING THE PLATTING OF TWO LOTS WITHIN HOME PLACE
RANCH SKETCH PD PLAN AREAS A AND B**

WHEREAS, Petitioner Wooded Vista, LLC, Brian Bahr, Manager, requested approval from Town of Monument planning staff to administratively approve the platting of two lots within the Home Place Ranch planned development sketch plan areas A and B, Exhibit A; and

WHEREAS, the Town Manager denied the request to plat the requested lots on June 19, 2020, because Town Ordinances do not permit the administrative approval of platting of lots not in conformity with a previously filed sketch plan and out of phase with the planned development; and

WHEREAS, Petitioner has requested the two plats for the purpose of the building of his residence and agreed to conform the homes, when built, to the lot sizes, architectural design, utility uses, designation of water rights, and road access standards of the remaining homes in Sketch Plan areas A and B when platted and built; and

WHEREAS, the property in Sketch Plan areas A and B contains two existing residences that Petitioner seeks to replace with residences for Mr. Bahr's family served by two existing wells and septic systems that will continue to be used and improved; and

WHEREAS, Petitioner Brian Bahr has requested the two plats for the purpose of the building of his residence and agreed to conform the homes, when built, to the lot sizes, architectural design, utility uses, designation of water rights, and road access standards of the remaining homes in Sketch Plan areas A and B when platted and built; and

WHEREAS, the Town Board of Trustees may grant an exemption, by ordinance, to the Town's Planning Code and planning process; and

WHEREAS, the Town Board of Trustees desires to permit the platting of the two requested lots for Mr. Bahr's personal residences.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE
TOWN OF MONUMENT, as follows:**


- Section 1. The Board authorizes the platting of the two proposed lots as requested by Petitioner as described in Exhibit B.
- Section 2. Petitioner is required, as a condition of the permitting of further development within sections A and B of the approved Sketch PD Plan for Home Place Ranch, to conform his residences and adhere to the specified lot sizes, architectural design, utility uses, designation of water rights, and road access standards of the Sketch PD Plan.

Section 3. Petitioner is required to follow all Town of Monument development and building rules and ordinances with respect to the Home Place Ranch Development and the two lots approved.

Section 4. No other exception or exemption to Town of Monument development and building rules and ordinances with respect to the Home Place Ranch Development and platting of the two proposed lots is granted.

INTRODUCED, PASSED, APPROVED AND ADOPTED on this 17th day of August 2020, by a vote of 6 for and 0 against.

TOWN OF MONUMENT



Don Wilson, Mayor

ATTEST:



Erica N. Romero- Deputy Town Clerk

Exhibit B

Legal Description Home Place Ranch 2 Lots

A portion of the East Half of the Southwest Quarter and the West Half of the Southeast Quarter of Section 19, Township 11 South, Range 66 West of the 6th P.M., Town of Monument, County of El Paso, State of Colorado, described as follows:

Bearings are based on the West line of the Southeast Quarter of said Section 19, monumented at the South Quarter corner with a No. 6 rebar and 2.5" aluminum cap, stamped "LS 30118" and monumented at the Center Quarter corner with a 27.7' witness corner, being a No. 6 rebar and 3.25H aluminum cap, stamped "PLS 29430 27.7 WC", and is assumed to bear N 00°00'03" E.

COMMENCING at the South Quarter corner of said Section 19; thence N 00°00'03" E, along the West line of said Southeast Quarter, a distance of 1373.14 feet to the POINT OF BEGINNING; thence N 48°39'08" W, a distance of 24.10 feet; thence N 00°00'00" W, a distance of 185.70 feet; thence N 90°00'00" E, a distance of 472.72 feet; thence N 57°29'08" E, a distance of 353.93 feet; thence N 57°1.3'16" E, a distance of 115.06 feet; thence 153.79 feet along the arc of a 300.00 foot radius tangent curve to the left, having a central angle of 29°22'22", with a chord that bears N 42°32'05" E, 152.12 feet; thence N 27°50'54" E, a distance of 66.58 feet; thence S 62°21'21" E, a distance of 77.00 feet; thence S 00°16'15" W, a distance of 125.57 feet; thence S 46°02'09" W, a distance of 735.06 feet; thence S 62°45'03" W, a distance of 333.13 feet; thence N 48°39'08" W, a distance of 301.23 feet to the POINT OF BEGINNING; Containing a total calculated area of 284,198 square feet (6.524 acres) of land, more or less.

Exhibit A

APPEAL TO THE BOARD OF TRUSTEES
TOWN OF MONUMENT, COLORADO

APPEAL DATE: June 26, 2020

PETITIONER: WOODDED VISTA, LLC
Brian Bahr, Manager
545 3rd Street, Unit 125
Monument, CO 80132
719.499.7788

REGARDING: Appeal of Town Manager's plat denial Dated June 19, 2020, sent via email.

Dear Members of the Board of Trustees:

On June 12, Petitioner submitted a two lot plat within 109 acres owned by Petitioner. A short time thereafter, Petitioner received a letter from Mike Foreman stating, "The Planning Department does not oppose your platting the two proposed lots for the indicated use of Mr. Bahr's own personal residences. However, I do not have the ability as a Town Manager and Acting Planning Director to administratively approve the two proposed plats."

The issue at hand is that a Sketch Plan for the 109 acres calls for 200+ homes to be built on the property. Although Petitioner desires to retain the entitlement of the approved Sketch Plan, realities of available infrastructure will likely prevent development of the 109 acres for 10 or more years. Petitioners request to plat two lots will allow Mr. Bahr to build residences on the property for his family with intentions to develop the site in accordance with the approved Sketch Plan at some later date.

Prior to this request, two existing residences were on the property being served by two individual wells and septic systems and were addressed separately. One residence (western-most) was remodeled two years ago and is currently occupied by the property's caretaker. The second residence (sitting along the ranch's eastern border abutting Higby Estates) was an eyesore and potential hazard due to rodent infestations, environmental contamination and a crumbling foundation. In the winter of 2019, Petitioner caused the second residence to be appropriately demolished and removed from the property.

The Petitioner then requested approval to build a replacement residence for Mr. Bahr's family on the 109.76 acres. In meeting with city staff, it was suggested that a plat could be supported as long as the building areas are within the approved housing area and that the large lots could have lot line adjustments in a few years once higher density development in accordance with the Sketch Plan takes place.

Although he was unable to approve the plat administratively, Mr. Foreman suggested that Petitioner could "appeal to the Board of Trustees and ask for an exception from the Town's Planning Process for the two proposed platted lots."

The purpose of this appeal is to request approval of the plat for two lots located within the 109.76 acres owned by Wooded Vista LLC. The two areas are located within building areas identified on the approved Sketch Plan and does not preclude future development once infrastructure for that development becomes available.

Petitioner feels this variance request fits within the current and proposed land use of the property. Further, approval of this request for plat falls in line with Powers and Duties granted to the Town of Monument Board of Trustees.

Thank you for your time and consideration!

Brian Bahr

Brian Bahr
Manager of Wooded Vista LLC



June 19, 2020

Bryan Kniep
Vice President – Planning & Community Development
Goodwin Knight
Sent via Email

RE: Town Manager/Acting Planning Director's response to your proposed platting of two lots within areas A and B of the Home Place Ranch Sketch Plan

I am writing to inform you that the two proposed platted lots within areas A and B of the Home Place Ranch Sketch Plan do not comply with the Town of Monument's Land Development Code and its Planning Process (Exhibit A). The Monument Planning Department is required to follow Monument Municipal Code, Chapter 17.40.110 – General Procedure for Establishment of a Planned Development Zoning District of their Municipal Code (Exhibit B) when approving platted lots. The two lots at issue do not comply with the planning process and are out of phase for you approved sketch plan.

The Planning Department does not oppose your platting the two proposed lots for the indicated use of Mr. Bahr's own personal residences. However, I do not have the ability as a Town Manager and Acting Planning Director to administratively approve the two proposed plats. The Planning Department would also be unable to bring your lots to the Planning Commission or to the Board of Trustees for approval.

If you would like to appeal my decision, you are welcome to appeal to the Board of Trustees and ask for an exception from the Town's Planning Process for the proposed platted lots. I believe an appeal of my decision directly to the Board of Trustees this is the best option to move your project forward.

Sincerely,

Mike Foreman
Town Manager/Acting Planning Director

CC: Andrew Richey, Town Attorney
Debbie Flynn, Town Planner



8605 Explorer Drive, Suite 250
Colorado Springs, CO 80920
Phone: 719.598.5190
Fax: 719.598.5194

June 12th, 2020

PROJECT NARRATIVE

100-Acre Wood, Filing No. 1

DESCRIPTION AND PURPOSE OF THE PROJECT:

Filing No. 1 of 100-Acre Wood is to create two, individually owned, platted lots from a 109-acre parcel purchased by the applicant, on which to build two separate homes. Both homes would be serviced by existing wells located on the property that are currently permitted and producing water. New septic tanks and leach fields would be installed to service the homes.

Access would be provided by the existing easements and existing drives currently on the site that serve the existing ranch home currently occupied by the caretaker. Per the plat notes, permanent access would be granted to these two lots until such time a permanent ROW is dedicated and a full road built to access them.

At a future date that the land develops beyond these two lots, a full Site Development Plan and plat would be submitted to the Town of Monument for full review and approval prior to any additional development taking place.

JUSTIFICATION:

Applicant would like to live upon his land and can closely oversee the activities taking place upon the property.

Exhibit A

Debbie Flynn

From: Bry Kniep <BKniep@GoodwinKnight.com>
Sent: Friday, June 12, 2020 2:53 PM
To: Debbie Flynn
Cc: Brian Bahr
Subject: Homeplace Ranch - Two Lots
Attachments: 17-237-Plat-100-Acre Wood-200612.pdf; 100-acre Wood - Project Statement.pdf; Plat Checklist_.pdf; SWD - 220038650.PDF; Linked Commitment.pdf

Hi Debbie,

Please see the attached on behalf of Brian Bahr. Let us know questions or issues that you come across on it. Also, please let us know the fees so we can get those paid to you right away.

Thanks,
Bry



Bryan D. Kniep, RLA

Vice President – Planning & Community Development

O: [719.598.5190 ext.2006](tel:719.598.5190) | C: [719.650.9075](tel:719.650.9075) | BKniep@GoodwinKnight.com

8605 Explorer Dr. Suite 250, Colorado Springs, CO 80920 www.GoodwinKnight.com

Exhibit B

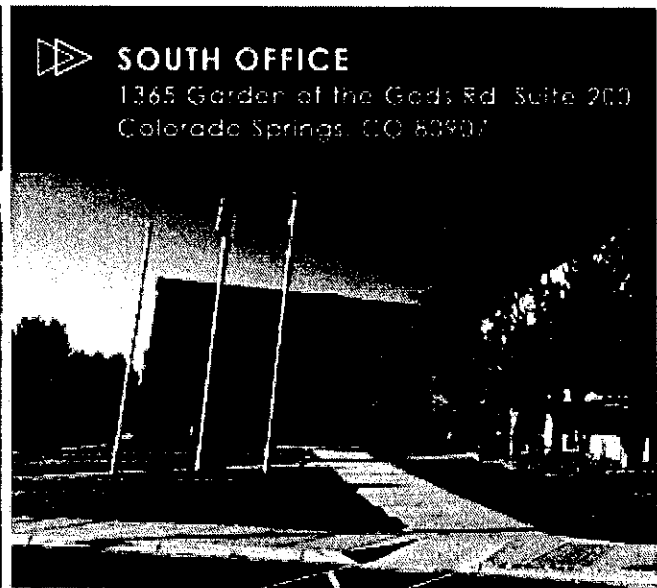
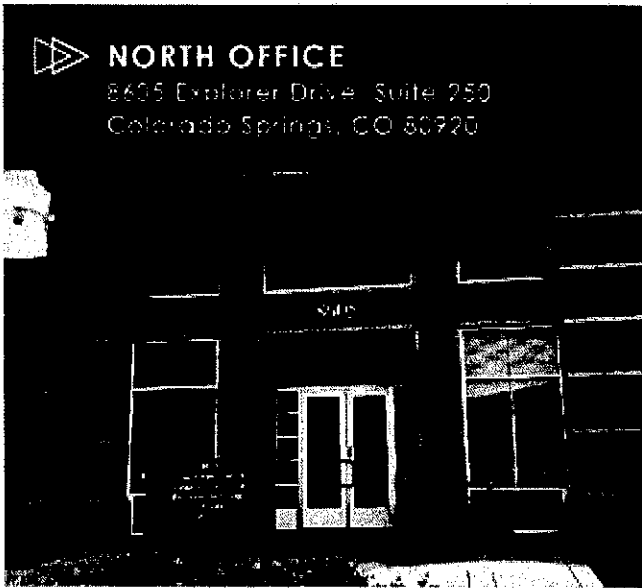
17.40.110 - General procedure for establishment of a Planned Development Zoning District.

The procedure for the establishment of a PD district shall be as set out in this section. The three-step process begins with the submittal of a PD sketch plan application, which is a conceptual land use plan. Staff and the planning commission make a recommendation to the board of trustees, who approves, approves with conditions, or denies the PD sketch plan based on the adopted review and approval criteria. The next step is the approval of a preliminary PD site plan or preliminary/final PD site plan, either of which must include design guidelines and zoning regulations which constitute the overall zoning and development plan for the entire property. The final step is the approval of one or more final PD site plans, which are site specific development proposals for individual parcels within the larger preliminary PD. A site plan improvement agreement (SPIA) must be approved by staff and executed by the mayor prior to approval of a preliminary/final PD site plan or final PD site plan. The director of development services may approve the submittal of a concurrent preliminary/final PD site plan application if the application will conform to the approval criteria and is not anticipated to be controversial. Final PD site plan approval, along with the Town's requirement for subdivision approval, is required prior to land use and building permit issuance.

(Ord. No. 05-2010, 2-1-2010)

2 CONVENIENT LOCATIONS FOR YOUR CLOSING!

Please reach out to your closing team to confirm the location your closing will take place.



NEW RATES going into effect on
September 2, 2019



legacy·title·group

OFFICE: 719.442.1900

FAX: 877.239.2979

WEB: legacytitle-llc.com

Legacy Title Group, LLC
8605 Explorer Drive, Ste 250
Colorado Springs, CO 80920
Phone: 719-442-1900
Fax:

Transmittal Information

Date: 06/12/2020
File No: 31155LTG
Property Address: 405 E Higby Road, Colorado Springs, CO
Buyer\Borrower: For Information Only
Seller: Wooded Vista LLC, a Colorado limited liability company

For changes and updates please contact your Escrow officer(s):

Escrow Officer: Title Officer:
Not Applicable Danene Stroud License#30348
Legacy Title Group, LLC Legacy Title Group, LLC
8605 Explorer Drive, Ste 250
Colorado Springs, CO 80920
Phone: 719-442-1900
Fax:
E-Mail:

Escrow Processor:
Not Applicable
E-Mail:
Phone: 719-442-1900

Buyer:
For Information Only

Seller:
Wooded Vista LLC, a Colorado limited liability
company
80920

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Seller's Attorney:

Lender:

Mortgage Broker:

Phone: Fax:
Attn:
Email:

Phone: Fax:
Attn:
Email:

Thank you for using Legacy Title Group, LLC.

**COLORADO NOTARIES MAY REMOTELY NOTARIZE REAL ESTATE DEEDS AND OTHER DOCUMENTS
USING REAL-TIME AUDIO-VIDEO COMMUNICATION TECHNOLOGY. YOU MAY CHOOSE NOT TO USE
REMOTE NOTARIZATION FOR ANY DOCUMENT.**



Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

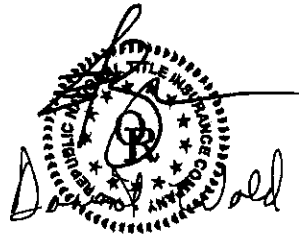
The company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued through the Office of:
Legacy Title Group, LLC
1365 Garden of the Gods Road #200
Colorado Springs, CO 80907

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

By



President

Attest

Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either Company or the Insured as the exclusive remedy of parties.
You may review a copy of the arbitration rules at: <http://www.alra.org/>.

COMMITMENT FOR TITLE INSURANCE

Issued by

Old Republic National Title Insurance Company

SCHEDULE A

1. Effective Date: **June 5, 2020, 07:30 am**

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy
Proposed Insured: **For Information Only**
Proposed Policy Amount:

(b) 2006 ALTA® Loan Policy
Proposed Insured:
Proposed Policy Amount:

To Be Determined	\$	269.00
Total:	\$	269.00

3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.

4. The Title is, at the Commitment Date, vested in:
Wooded Vista LLC, A Colorado limited liability company

5. The land referred to in this Commitment is described as follows:
SEE ATTACHED EXHIBIT "A"

For Informational Purposes Only: **405 E Higby Road, Colorado Springs, CO**
APN: **61190-00-005**

Countersigned
Legacy Title Group, LLC

By: 

Danene Stroud

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EXHIBIT "A"

A parcel of land located in the South half of Section 19, Township 11 South, Range 66 West of the 6th P.M., Town of Monument, County of El Paso, State of Colorado, described as follows:

Bearings are based on the West line of the East Half of the Southeast Quarter of Section 24, Township 11 South, Range 67 West of the 6th P.M., monumented at the Southwest corner of said East Half of Southeast Quarter of Section 24 with a 3.25" aluminum cap stamped "RLS 10377" and monumented at the North end by a 30.00' witness corner marking the Center-East 1/16th corner of said Section 24, being a 3.25" aluminum cap stamped "RLS 10377", and is assumed to bear N 00°08'32" W.

BEGINNING at the Southeast corner of the West Half of the Southeast Quarter of said Section 19; thence S 89°09'43" W along the South line of the West Half of the Southeast Quarter of said Section 19, a distance of 951.93 feet;

thence N 00°50'14" W, a distance of 540.36 feet;

thence N 63°36'54" W, a distance of 480.75 feet;

thence N 83°32'14" W, a distance of 647.26 feet;

thence N 44°42'09" W, a distance of 680.45 feet;

thence N 00°00'00" W, a distance of 653.63 feet;

thence N 90°00'00" E, a distance of 708.75 feet;

thence N 00°00'00" W, a distance of 670.76 feet to a point lying 50.00 feet South of the North line of the Southwest Quarter of said Section 19;

thence parallel with and 50.00 feet South of said North line, S 89°31'04" E, a distance of 226.03 feet to a point of curvature, said point lying 50.00 feet Southerly of Higby Road as described under Reception No. 205092635 and Reception No. 205092636 of the El Paso County records;

thence parallel with and 50.00 Southerly of the said Southerly line of Higby Road, the following two (2) courses:

1) 238.94 feet along the arc of a 1044.32 foot radius non-tangent curve to the left, having a central angle of 13°06'34" and a chord that bears S 82°51'45" E 238.42 feet;

2) S 89°25'00" E, a distance of 726.07 feet;

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thence N 00°35'08" E, a distance of 50.00 feet to a point on the Southerly line of said Higby Road;
thence S 89°25'00" E along said Southerly line of Higby Road, a distance of 50.00 feet;

thence S 00°35'08" W, a distance of 50.00 feet;

thence parallel with and 50.00 feet South of said Southerly line of Higby Road,

S 89°25'00" E, a distance of 564.01 feet to a point on the East line of the West Half of the Southeast Quarter of said Section 19;

thence along said East line, S 00°01'06" E, a distance of 2,575.75 feet to the Point of Beginning.

COMMITMENT FOR TITLE INSURANCE

Issued by

Old Republic National Title Insurance Company

SCHEDULE B, PART I Requirements

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorded of the county in which said property is located.

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.

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SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. Terms, agreements, provisions, conditions and obligations as contained in Mineral Deed recorded December 20, 1957 in Book 1660 at Page 27.
10. Terms, agreements, provisions, conditions, obligations and easements as contained in Right-Of-Way Agreement, recorded October 15, 1963 in Book 1980 at Page 739. Conveyance of Easements and Rights-Of-Way recorded March 24, 1970 in Book 2336 at Page 636.
11. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way recorded March 12, 1970 in Book 2334 at page 913.
12. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way

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recorded July 27, 1973 in Book 2599 at Page 451.

13. Any taxes or assessments by reason of the inclusion of the Land in the Tri-Lakes Fire Protection District, as evidenced by order and decree recorded July 18, 1977 in Book 2941 at Page 577.
14. Any taxes or assessments by reason of the inclusion of the Land in the Triview Metropolitan District in Findings and Decree recorded June 4, 1985 in Book 5017 at Page 193. Order for Inclusion recorded September 26, 2006 at Reception No. 206142254.
15. Access Easement granted to Mountain View Electric Association, Inc., in document recorded September 23, 1988 in Book 5557 at Page 188. Assignment of Easement recorded April 26, 2002 at Reception No. 202067204.
16. Terms, conditions, provisions, agreements and obligations contained in the Rule and Order recorded October 12, 1988 in Book 5564 at Page 1488.
17. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 99-399 recorded October 20, 1999 at Reception No. 99163142.
18. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 02-394 recorded November 7, 2002 at Reception No. 202195447, re-recorded January 23, 2003 at Reception No. 203015803.
19. Terms, conditions, provisions, agreements and obligations contained in the Resolution 05-241 recorded June 21, 2005 at Reception No. 205092635.
20. Any taxes or assessments by reason of the inclusion of the Land in the Baptist Road Rural Transportation Authority, as evidenced by instrument recorded March 3, 2006 at Reception No. 206032223.
21. Any taxes or assessments by reason of the inclusion of the Land in the Triview Metropolitan District No. 3 as evidenced by instrument recorded December 5, 2006 at Reception No. 206176535.
22. Terms, agreements, provisions, conditions and obligations as contained in Ordinance 21-2006 recorded January 31, 2007 at Reception No. 207013981.
23. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 21-2006 recorded September 13, 2007 at Reception No. 207119515.
24. Annexation plat recorded September 13, 2007 at Reception No. 207712673.
25. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No, 21-2006 recorded February 22, 2013 at Reception No. 213023818.
26. Terms, agreements, provisions, conditions and obligations as contained in Findings of Fact, Conclusions of Law, and Decree recorded July 14, 2015 at Reception No. 215074861.
27. Terms, agreements, provisions, conditions and obligations as contained in Bargain and Sale Deed recorded June

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22, 2017 at Reception No. 217072896.

28. Terms, agreements, provisions, conditions, obligations and easements as contained in Land Survey Plat, recorded January 18, 2018 at Reception No. 218900012.

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Deed recorded June 22, 2017 as Reception No. 217072895.

Deed recorded March 18, 2020 at Reception No. 220038650.

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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Legacy Title Group, LLC

Commitment No. 31155LTG

Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: (a) "Gap Protection" – When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and (b) "Mechanic's Lien Protection" – If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment, the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Colorado Division of Insurance 8-1-3 Closing Protection Letter notice

Effective January 1, 2017 the following notice shall be included in the Disclosure Statement required by the Colorado Division of Insurance and Colorado Revised Statutes:

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of an ALTA Closing protection Letter which may be, upon request, be provided to certain parties to the transaction identified in the commitment.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

**Legacy Title Group, LLC
Privacy Policy Notice**

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Legacy Title Group, LLC**.

We may collect nonpublic personal information about you from the following sources:

- Information we received from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from (our affiliates or) others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

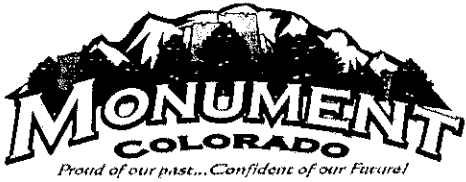
We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint market agreements:

- Financial services providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



**Town of Monument
Planning Department**

Final Plat/Replat/Vacation Checklist

Name of Project: 100-Acre Wood, Filing No. 1 **Project No.** _____

The following checklist must be returned with the application to the Planning Department. Any waivers must be requested prior to submittal.

All final plats shall contain the following information:

Submittal Requirements

<u>Applicant</u> (initial each item submitted)	<u>Town Staff</u>
<input checked="" type="checkbox"/> 1. Development application.	_____
<input checked="" type="checkbox"/> 2. Narrative.	_____
Please provide amount 3. Fee and retainer.	_____
<input type="checkbox"/> N/A 4. Submit addressed referral packages (see attached list which should be tailored for your project).	_____
<input type="checkbox"/> Electronically submitted 5. Copies: The number of 24"x36" sized drawings and 11"x17" sized drawings is determined at the time of the pre-application, based on the number of referral agencies the plans will be sent to (to be included in submittal package). An addressed envelope, <u>unsealed</u> , with a copy of the project plans, narrative, and application inserted is required for each referral agency, along with file copies.	_____
<input checked="" type="checkbox"/> 6. A commitment for title insurance showing the ownership of the property.	_____
<input checked="" type="checkbox"/> 7. Treasurer's certificate of taxes, reflecting that taxes have been paid.	_____
<input type="checkbox"/> Refer to Narrative 8. Proof that all essential services will be provided. Evidence of water availability as required by the Town. See Section 13.04 of Town Code, attached checklist, and Appendix WA.10 of Town Code if water will be provided by the Town. If water will be provided by a metro district provide a "will serve" letter from a water district indicating that the district will provide service, and that they have an adequate water supply to serve the development in conformance with Statuary Requirements.	_____

- N/A 9. Subdivision improvement agreement in accordance with Section 16.36.040 through 16.36.080. _____
- N/A 10. Traffic impact study, **if not being submitted concurrently with a site plan.** _____
- N/A 11. Access management plan. _____
- N/A 12. Drainage Study – **unless being submitted concurrently with a site plan.** _____
- N/A 13. Warranty deed which deeds to the Town, or other entity, all lands which are to be held for or used for public purposes for any tracts that are to be dedicated separately (not by the subdivision plat) _____
- X 14. If there are any existing buildings on the property, an improvement location survey by a professional land surveyor is required. _____
- N/A 15. Warranty Deed for water. _____
- N/A 16. State Engineer's consent forms for water. _____
- X 17. Show all abutting properties with zoning designations. _____
- X 18. Provide closure sheets of overall subdivision boundary and of interior lots, tracts and streets. _____

Subdivision Plat (Map) Requirements

- X 1. Proposed name of subdivision (to be approved at pre-application meeting). _____
- X 2. Names and addresses of: subdivider, owners, land planner, registered land surveyor in the state of Colorado. _____
- X 3. North arrow and date of preparation, with chart to list revision dates. _____
- X 4. Date of field work either commenced or completed. _____
- X 5. Scale, written and graphic. _____
- X 6. Vicinity map including a north arrow, and nearest major roads and intersection(s), nearby local roads, and subdivisions. Outline the subdivision boundary and show adjacent parcels. _____
- N/A 7. Notation of streets to be dedicated by plat or conveyed to the Town by warranty deed, as determined by the Town at a pre-application conference. _____

- X 8. A key or index on the first page if the plat consists of more than one page and a graphic index depicting the plan sheets. _____
- X 9. Metes and bounds legal description of the subdivision with total acreage. _____
- N/A 10. A statement or tabulation reflecting the total acreage and percentage of the subdivision and breakdown for lots, streets, tracts, open space, parks, and drainage tracts. _____
- X 11. Certification blocks (see attached samples). _____
- Legal Description.
 - Owners and mortgagee's certificate and dedication.
 - Dedication to the Town or other entity approved by the Town for each right-of-way, easement, park and open space tract, and water rights.
 - Surveyor's certificate of survey, **signed with his seal, and the date of the survey – required at time of initial submittal.**
 - Title certificate.
 - Planning Department block.
 - Town approval and acceptance certificate.
 - County Clerk and Recorder's Certificate.
- N/A 12. Lines depicting limits of existing 100-year floodplain if applicable to the site or within 100 feet of property. Note if the floodplain lines shown are by graphical depiction only or if the necessary survey was performed to determine the actual line and the source of information. In addition, show any proposed modifications to floodplains. _____
- X 13. Specific lot layout, fully surveyed, reflecting exact location of all boundaries, streets, recreational easements, utility easements, public areas and other proposed divisions. _____
- N/A 14. Streets. The plat shall show the existing and proposed right-of-way limits, names of each street, and the widths of rights-of-way. The widths, locations, and names of adjacent streets and other public properties shall be shown. If any street in the subdivision is a continuation or approximately a continuation of an existing street, the conformity or the amount of nonconformity of such street to such existing streets shall be accurately shown. Whenever the centerline of a street has been established or recorded, the data shall be shown on the final plat. _____
- N/A 15. Subdivision boundary and interior streets. An accurate and complete boundary survey and survey of interior street lines shall be made of the land to be subdivided. Every lot should close mathematically within .01 of a foot, and field measurements should meet or exceed

the accuracy's of 1' in 15,000' when conventional equipment or methods are used. If field measurements are obtained using GPS methods whether static or RTK (Real Time Kinematics) they shall meet the requirements of 95% confidence level and 0.07 feet (or 20mm) + 50ppm (Parts per Million). The boundaries of the subdivision shall be clearly indicated on the plat. All lines shown on the plat which do not constitute part of the subdivision shall be dashed. Any area enclosed by the subdivision, but not a part thereof, areas outside of the subdivision depicted on the map, shall be labeled "NOT A PART OF THIS SUBDIVISION". Adjacent subdivisions shall be identified by official (recorded) names.

- X 16. Dimensions, bearings or angles, curve data. The final plat shall show all recorded information and data necessary to locate all monuments and to locate any and all interior and exterior boundary lines appearing thereon.
- X 17. Lots and blocks. All lots and blocks and all parcels/tracts offered for dedication for any purpose shall be particularly delineated and designated with all dimensions, boundaries, and courses clearly shown and defined in every case. Parcels offered for dedication, other than for streets and easements, shall be designated or labeled by a letter on the map, and provide an explanation of ownership and/or maintenance within the notes of the title sheet. Sufficient linear, angular and curve data shall be shown to determine readily the bearing and length of the boundary lines of every block, lot and parcel which is part thereof. All lots, and wherever practical, blocks in their entirety, shall be shown on one sheet. No ditto marks shall be used for lot dimensions. All lots and blocks shall be numbered and lettered systematically.
- N/A 18. If the application is for a replat, and/or vacation, provide a drawing showing the existing lot lines, easements and rights-of-way, and a separate drawing showing those as replatted and/or vacated.
- X 19. All boundary evidence to be shown on the map as necessary to comply with Colorado Revised Statute 38-51-106(f). If a monument is shown then the record lines must be shown also to provide the relationship to the subject property including record and measured dimensions.

CERTIFICATE OF DEDICATION AND OWNERSHIP

Know all men by these presents, that the undersigned, being all of the Owner(s), Mortgagee(s) and Lienholder(s) of certain lands in the Town of Monument, El Paso County, Colorado, described as follows:

[If platted subdivision]

Lot Block Subdivision Filing

[If metes and bounds]

Beginning (point of beginning) _____ containing _____ acres, more or less, _____ have by these presents laid out, subdivided and platted the same into lots, tracts, and easements as shown on this plat, under the name and style of _____, and do hereby dedicate to the Town of Monument as public roads, the streets and roads as shown on said plat, these being _____. The undersigned hereby further dedicate all utility easements and dedicate to the Town (or the Triview Metropolitan District, Woodmoor Water and Sanitation District, as applicable) for public use all water and water rights, both tributary and non-tributary, arising upon, flowing upon or lying under the property as described and shown hereon.

The undersigned hereby further dedicate to the public utilities the right to install, maintain and operate mains, transmission lines, service lines and appurtenances to provide such utility services within this subdivision or property contiguous thereto, under, along and across public roads as shown on this plat and also under, along and across utility easements as shown hereon.

The lands comprising this subdivision are subject to certain covenants which are recorded in Book _____ at Page _____ of the records of El Paso County, Colorado.

Executed this _____ day of _____, 20_____.

Owner(s)

Mortgagee(s) and Lienholder(s):

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

SIGNED THIS _____ DAY OF _____, 20____, COUNTY _____,
STATE _____

NOTARY SIGNATURE

MY COMMISSION EXPIRES _____

SURVEYOR'S CERTIFICATE:

I, _____, a Professional Land Surveyor in the State of Colorado, do hereby certify that the survey represented by this plat was made under my direct supervision and the monuments shown hereon actually exist and this plat accurately represents said survey.

Professional Land Surveyor

TITLE CERTIFICATE:

I, an authorized representative of _____, a title insurance company licensed to do business in the State of Colorado, have made an examination of the public records and state that all owners, mortgagees, and lienholders of the property are listed in the certificate of ownership and dedication.

Signed this _____ day of _____, 20_____.

By: _____ as _____ of _____.

State of Colorado)
) ss.
County of El Paso)

Signed this _____ day of _____, 20____, County _____,
State _____

Notary signature

My commission expires

PLANNING DEPARTMENT REVIEW:

This plat was reviewed by the Town of Monument Planning Department this _____ day of _____, 20_____.

Planning Director

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That _____

_____, of the County of El Paso, and the State of Colorado whose address is

_____, for the consideration of One dollar and other good and

valuable consideration in hand paid, hereby sell and convey to THE TOWN OF MONUMENT, of

the County of El Paso, and State of Colorado, whose address is 645 Beacon Lite Road, Monument,

CO 80132, the following property situate in the County of El Paso and State of Colorado, to-wit:

All water and water rights, including nontributary and not nontributary groundwater, appurtenant to

and underlying the following described real property:

(enter legal description of property and description of any existing decree for water rights).

with all its appurtenances and warrant(s) the title against all persons claiming under us, and further
warrant that said water rights are free and clear of all liens and encumbrances.

Signed and delivered this ____ day of _____, 20__.

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

Witness my hand and official seal.

My Commission Expires: _____

Notes:

- 1. Person signing for a corporation must be the President or a Vice President of the corporation and title must be stated with signature.**
- 2. Notarization (acknowledgment) must also be completed.**
- 3. Please attach any separate legal description.**

**STATE OF COLORADO
OFFICE OF THE STATE ENGINEER
DIVISION OF WATER RESOURCES**

NON-TRIBUTARY GROUND WATER CONSENT LANDOWNERSHIP STATEMENT

I, (We) _____
Name

whose mailing address is _____
Street

City State Zip

claim and say that (we) am (are) the owner(s) of the following described property consisting of approximately _____ acres in the County of El Paso, State of Colorado: (insert legal description)

and that I (we) have granted written consent to Town of Monument to withdraw ground water from the _____ * aquifer as evidenced by the attached copy of a deed or other document recorded in the County or Counties in which the land is located, and that said ground water has not been conveyed or reserved to another, nor has consent been given to withdrawal by another except as indicated in the attached deed or other recorded document.

Further, I (we) claim and say that I (we) have read the statements made herein; know the contents hereof; and that the same are true to my (our) own knowledge.

Signature Date

Signature Date

*Enter Dawson, Denver, Arapahoe or Laramie-Fox Hills – one form required for each aquifer.

Schedule B (f) Exceptions to Title

- Terms, agreements, provisions, conditions and obligations as contained in Mineral Deed recorded December 20, 1957 in Book 1660 at Page 27.
- Terms, agreements, provisions, conditions, obligations and easements as contained in Right-Of-Way Agreement, recorded October 15, 1963 in Book 1980 at Page 739. Conveyance of Easements and Rights-Of-Way recorded March 24, 1970 in Book 2336 at Page 636.
- Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way recorded March 12, 1970 in Book 2334 at page 913.
- Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way recorded July 27, 1973 in Book 2599 at Page 451.
- Any taxes or assessments by reason of the inclusion of the Land in the Tri-Lakes Fire Protection District, as evidenced by order and decree recorded July 18, 1977 in Book 2941 at Page 577.
- Any taxes or assessments by reason of the inclusion of the Land in the Triview Metropolitan District in Findings and Decree recorded June 4, 1985 in Book 5017 at Page 193. Order for Inclusion recorded September 26, 2006 at Reception No. 206142254.
- Access Easement granted to Mountain View Electric Association, Inc., in document recorded September 23, 1988 in Book 5537 at Page 188. Assignment of Easement recorded April 26, 2002 at Reception No. 202067204.
- Terms, conditions, provisions, agreements and obligations contained in the Rule and Order recorded October 12, 1988 in Book 5564 at Page 1488.
- Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 99-399 recorded October 20, 1999 at Reception No. 99163142.
- Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 02-394 recorded November 7, 2002 at Reception No. 202193447, re-recorded January 23, 2003 at Reception No. 203015803.
- Terms, conditions, provisions, agreements and obligations contained in the Resolution 05-241 recorded June 21, 2005 at Reception No. 205092635.
- Any taxes or assessments by reason of the inclusion of the Land in the Baptist Road Rural Transportation Authority, as evidenced by instrument recorded March 3, 2006 at Reception No. 206032223.
- Any taxes or assessments by reason of the inclusion of the Land in the Triview Metropolitan District No. 3 as evidenced by instrument recorded December 3, 2006 at Reception No. 206176535.
- Terms, agreements, provisions, conditions and obligations as contained in Ordinance 21-2006 recorded January 31, 2007 at Reception No. 207013981.
- Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 21-2006 recorded September 13, 2007 at Reception No. 207119515.
- Annexation plat recorded September 13, 2007 at Reception No. 207712673.
- Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 21-2006 recorded February 22, 2013 at Reception No. 213023818.
- Terms, agreements, provisions, conditions and obligations as contained in Findings of Fact, Conclusions of Law, and Decree recorded July 14, 2015 at Reception No. 215074861.
- Terms, agreements, provisions, conditions and obligations as contained in Bargain and Sale Deed recorded June 22, 2017 at Reception No. 217072396.
- Terms, agreements, provisions, conditions, obligations and easements as contained in Land Survey Plat, recorded January 18, 2018 at Reception No. 218900012.

EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land located in the South half of Section 19, Township 11 South, Range 66 West of the 6th P.M., Town of Monument, County of El Paso, State of Colorado, described as follows:

Bearings are based on the West line of the East Half of the Southeast Quarter of Section 24, Township 11 South, Range 67 West of the 6th P.M., monumented at the Southwest corner of said East Half of Southeast Quarter of Section 24 with a 3.25" aluminum cap stamped "RLS 10377" and monumented at the North end by a 30.00' witness corner marking the Center-East 1/16th center of said Section 24, being a 3.25" aluminum cap stamped "RLS 10377", and is assumed to bear N 00°08'32" W.

BEGINNING at the Southeast corner of the West Half of the Southeast Quarter of said Section 19; thence S 89°09'43" W along the South line of the West Half of the Southeast Quarter of said Section 19, a distance of 951.93 feet;

thence N 00°50'14" W, a distance of 540.36 feet;

thence N 63°36'54" W, a distance of 480.75 feet;

thence N 83°32'14" W, a distance of 647.26 feet;

thence N 44°42'09" W, a distance of 680.45 feet;

thence N 00°00'00" W, a distance of 653.63 feet;

thence N 90°00'00" E, a distance of 708.75 feet;

thence N 00°00'00" W, a distance of 670.76 feet to a point lying 50.00 feet South of the North line of the Southwest Quarter of said Section 19;

thence parallel with and 50.00 feet South of said North line, S 89°31'04" E, a distance of 226.03 feet to a point of curvature, said point lying 50.00 feet Southerly of Higby Road as described under Reception No. 205092635 and Reception No. 205092636 of the El Paso County records;

thence parallel with and 50.00 Southerly of the said Southerly line of Higby Road, the following two (2) courses:

1) 238.94 feet along the arc of a 1044.32 foot radius non-tangent curve to the left, having a central angle of 13°06'34" and a chord that bears S 82°51'45" E 238.42 feet;

2) S 89°25'00" E, a distance of 726.07 feet;

thence N 00°35'08" E, a distance of 50.00 feet to a point on the Southerly line of said Higby Road;

thence S 89°25'00" E along said Southerly line of Higby Road, a distance of 50.00 feet;

thence S 00°35'08" W, a distance of 50.00 feet;

thence parallel with and 50.00 feet South of said Southerly line of Higby Road,

S 89°25'00" E, a distance of 564.01 feet to a point on the East line of the West Half of the Southeast Quarter of said Section 19;

thence along said East line, S 00°01'06" E, a distance of 2,575.75 feet to the Point of Beginning.