

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made between Colorado Springs Mayberry, INC., hereinafter 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 Mayberry, Colorado Springs Filing No. 2 subdivision wishes to enter into a Subdivision Improvements Agreement, as provided for by Section 30-28-137 (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 above-referenced improvements by means of a plat restriction on the face of the plat.

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 for Exhibit A Section 1 Grading and Erosion Control, shall be posted in the form of a Subdivision Improvement Bond or an irrevocable letter of credit issued by a financial Institute acceptable to the county in the amount \$28,300.70 as noted in Exhibit A Section 1, prior to the construction of the improvements that are bonded against. The Subdivider may option to post a Subdivision bond in the full amount as noted in Exhibit A at the time they pull the permit. If only Exhibit A Section 1 Grading and Erosion Control is bonded against at first then, any remaining Security and collateral for the remainder of the improvements identified in Exhibit A shall be posted in the form of a plat restriction appearing on the face of the plat which reads as follows:

NO LOTS SHALL BE SOLD, CONVEYED OR TRANSFERRED, WHETHER BY DEED OR BY CONTRACT, AND NO CONSTRUCTION PERMITS FOR THE SUBDIVISION OR BUILDING PERMITS SHALL BE ISSUED, UNLESS AND UNTIL COLLATERAL FOR GRADING AND EROSION CONTROL, IN THE FORM OF AN IRREVOCABLE LETTER OF CREDIT, IS POSTED WITH EL PASO COUNTY PURSUANT TO THE SUBDIVISION IMPROVEMENTS AGREEMENT BETWEEN THE APPLICANT/OWNER AND EL PASO COUNTY RECORDED UNDER RECEPTION NO. _____ IN THE OFFICE OF THE CLERK AND RECORDER OF EL PASO COUNTY, COLORADO. UPON POSTING OF SUCH COLLATERAL FOR GRADING AND EROSION CONTROL, CONSTRUCTION PERMITS AND NOTICES TO PROCEED THEREUNDER MAY BE ISSUED, BUT NO LOTS SHALL BE SOLD, CONVEYED OR TRANSFERRED, WHETHER BY DEED OR BY CONTRACT, NOR SHALL ANY BUILDING PERMITS BE ISSUED, UNLESS AND UNTIL THE REQUIRED IMPROVEMENTS FOR THE SUBDIVISION HAVE BEEN CONSTRUCTED AND COMPLETED IN ACCORDANCE WITH THE APPROVED

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El Paso County, CO



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CONSTRUCTION PLANS, AND PRELIMINARY ACCEPTANCE HAS BEEN RECEIVED FROM EL PASO COUNTY, IF APPLICABLE, OR UNTIL COLLATERAL FOR SUCH CONSTRUCTION HAS BEEN RECEIVED BY EL PASO COUNTY. THIS PLAT NOTE IS FURTHER SUBJECT TO THE PROVISIONS OF THE SUBDIVISION IMPROVEMENTS AGREEMENT NOTED ABOVE.

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, identified by phase if applicable, 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 above-stated 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 30-28-137 (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 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 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.
10. The County agrees to approval of the final plat of Mayberry, Colorado Springs Filing No. 2 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 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: 
Chair

Approved as to form:

Hori L. Seago
County Attorney's Office

COLORADO SPRINGS MAYBERRY, INC., Subdivider

By: [Signature] 2/17/2021
Representative (if applicable)

The foregoing instrument was acknowledged before me this 17th day of February, 2021, by John Curtis Nick.

Witness my hand and official seal.

My commission expires: 3/28/2023

[Signature]
Notary Public

KENDALL DIFABIO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 26194912165
MY COMMISSION EXPIRES 03/28/2023

2019 Financial Assurance Estimate Form
(with pre-plat construction)

Updated: 6/7/2019

PROJECT INFORMATION		
Playberry, Colorado Springs - Filing No. 2 (3 commercial lots; 600 LF)	1/30/2020	SP-1919
Project Name	Date	PCD File No.

Description	Quantity	Units	Unit Cost	Total	(with Pre-Plat Construction)	
					% Complete	Remaining
SECTION 1 - GRADING AND EROSION CONTROL (Construction and Permanent BMPs)						
* Earthwork						
less than 1,000; \$5,300 min		CY	\$ 8.00	= \$ -		\$ -
1,000-5,000; \$8,000 min	3,000	CY	\$ 6.00	= \$ 18,000.00		\$ 18,000.00
5,001-20,000; \$30,000 min		CY	\$ 5.00	= \$ -		\$ -
20,001-50,000; \$100,000 min		CY	\$ 3.50	= \$ -		\$ -
50,001-200,000; \$175,000 min		CY	\$ 2.50	= \$ -		\$ -
greater than 200,000; \$500,000 min		CY	\$ 2.00	= \$ -		\$ -
* Permanent Seeding (inc. noxious weed mgmt.)	1	AC	\$ 800.00	= \$ 800.00		\$ 800.00
* Mulching	1	AC	\$ 750.00	= \$ 750.00		\$ 750.00
* Permanent Erosion Control Blanket		SY	\$ 6.00	= \$ -		\$ -
* Permanent Pond/BMP Construction		CY	\$ 20.00	= \$ -		\$ -
* Permanent Pond/BMP (Spillway)		EA		= \$ -		\$ -
* Permanent Pond/BMP (Outlet Structure)		EA		= \$ -		\$ -
Safety Fence		LF	\$ 3.00	= \$ -		\$ -
Temporary Erosion Control Blanket		SY	\$ 3.00	= \$ -		\$ -
Vehicle Tracking Control	1	EA	\$ 2,370.00	= \$ 2,370.00		\$ 2,370.00
Silt Fence	600	LF	\$ 2.50	= \$ 1,500.00		\$ 1,500.00
Temporary Seeding	1	AC	\$ 628.00	= \$ 628.00		\$ 628.00
Temporary Mulch	1	AC	\$ 750.00	= \$ 750.00		\$ 750.00
Erosion Beams		EA	\$ 25.00	= \$ -		\$ -
Erosion Logs/Straw Weddle		LF	\$ 5.00	= \$ -		\$ -
Rock Check Dams		EA	\$ 500.00	= \$ -		\$ -
Inlet Protection	2	EA	\$ 167.00	= \$ 334.00		\$ 334.00
Sediment Basin		EA	\$ 1,782.00	= \$ -		\$ -
Concrete Washout Basin	1	EA	\$ 900.00	= \$ 900.00		\$ 900.00
<i>(insert items not listed but part of construction plans)</i>						
MAINTENANCE (35% of Construction BMPs)				= \$ 2,268.70		\$ 2,268.70
Section 1 Subtotal				= \$ 28,300.70		\$ 28,300.70

* Subject to defect warranty financial assurance. A minimum of 20% shall be retained until final acceptance (MAXIMUM OF 80% COMPLETE ALLOWED)

SECTION 2 - PUBLIC IMPROVEMENTS *						
ROADWAY IMPROVEMENTS						
Construction Traffic Control	1	LS	\$ 3,000.00	= \$ 3,000.00		\$ 3,000.00
Aggregate Base Course (135 lbs/cf)	440	Tons	\$ 28.00	= \$ 12,320.00		\$ 12,320.00
Aggregate Base Course (135 lbs/cf)		CY	\$ 50.00	= \$ -		\$ -
Asphalt Pavement (3" thick)		SY	\$ 14.00	= \$ -		\$ -
Asphalt Pavement (4" thick)		SY	\$ 19.00	= \$ -		\$ -
Asphalt Pavement (6" thick)		SY	\$ 29.00	= \$ -		\$ -
Asphalt Pavement (147 lbs/cf) 4" thick	600	Tons	\$ 88.00	= \$ 59,840.00		\$ 59,840.00
Raised Median, Paved		SF	\$ 8.00	= \$ -		\$ -
Regulatory Sign/Advisory Sign	2	EA	\$ 300.00	= \$ 600.00		\$ 600.00
Guide/Street Name Sign	2	EA	\$ 100.00	= \$ 200.00		\$ 200.00
Epoxy Pavement Marking		SF	\$ 13.00	= \$ -		\$ -
Thermoplastic Pavement Marking		SF	\$ 23.00	= \$ -		\$ -
Barricade - Type 3	2	EA	\$ 200.00	= \$ 400.00		\$ 400.00
Delinestor - Type I		EA	\$ 24.00	= \$ -		\$ -
Curb and Gutter, Type A (6" Vertical)	1,200	LF	\$ 30.00	= \$ 36,000.00		\$ 36,000.00
Curb and Gutter, Type B (Median)		LF	\$ 30.00	= \$ -		\$ -
Curb and Gutter, Type C (Ramp)		LF	\$ 30.00	= \$ -		\$ -
4" Sidewalk (common areas only)		SY	\$ 48.00	= \$ -		\$ -
5" Sidewalk	667	SY	\$ 60.00	= \$ 40,020.00		\$ 40,020.00
6" Sidewalk		SY	\$ 72.00	= \$ -		\$ -
8" Sidewalk		SY	\$ 96.00	= \$ -		\$ -
Pedestrian Ramp	9	EA	\$ 1,150.00	= \$ 10,350.00		\$ 10,350.00
Cross Pan, local (6" thick, 6' wide to include return)	74	LF	\$ 61.00	= \$ 4,514.00		\$ 4,514.00
Cross Pan, collector (9" thick, 8' wide to include return)		LF	\$ 92.00	= \$ -		\$ -
Curb Chase		EA	\$ 1,480.00	= \$ -		\$ -
Guardrail Type 3 (W-Beam)		LF	\$ 49.00	= \$ -		\$ -
Guardrail Type 7 (Concrete)		LF	\$ 72.00	= \$ -		\$ -
Guardrail End Anchorage		EA	\$ 2,098.00	= \$ -		\$ -
Guardrail Impact Attenuator		EA	\$ 3,787.00	= \$ -		\$ -
Sound Barrier Fence (CMU block, 6' high)		LF	\$ 78.00	= \$ -		\$ -
Sound Barrier Fence (panels, 6' high)		LF	\$ 80.00	= \$ -		\$ -
Electrical Conduit, Size =		LF	\$ 16.00	= \$ -		\$ -
Traffic Signal, complete intersection		EA	\$ 425,000	= \$ -		\$ -

PROJECT INFORMATION		
Mayberry, Colorado Springs - Filing No. 2 (3 commercial lots; 600 LF)	1/30/2020	SF-1910
Project Name	Date	PCD File No.

Description	Quantity	Units	Unit Cost	(with Pre-Plan Construction)		
				Total	% Complete	Remaining
<i>[insert items not listed but part of construction plans]</i>						
STORM DRAIN IMPROVEMENTS						
Concrete Box Culvert (M Standard), Size (W x H)		LF				
18" Reinforced Concrete Pipe		LF	\$ 65.00			
24" Reinforced Concrete Pipe		LF	\$ 78.00			
30" Reinforced Concrete Pipe		LF	\$ 97.00			
36" Reinforced Concrete Pipe		LF	\$ 120.00			
42" Reinforced Concrete Pipe		LF	\$ 180.00			
48" Reinforced Concrete Pipe		LF	\$ 195.00			
54" Reinforced Concrete Pipe		LF	\$ 245.00			
60" Reinforced Concrete Pipe		LF	\$ 288.00			
66" Reinforced Concrete Pipe		LF	\$ 332.00			
72" Reinforced Concrete Pipe		LF	\$ 380.00			
18" Corrugated Steel Pipe		LF	\$ 84.00			
24" Corrugated Steel Pipe		LF	\$ 96.00			
30" Corrugated Steel Pipe		LF	\$ 122.00			
36" Corrugated Steel Pipe		LF	\$ 147.00			
42" Corrugated Steel Pipe		LF	\$ 198.00			
48" Corrugated Steel Pipe		LF	\$ 178.00			
54" Corrugated Steel Pipe		LF	\$ 280.00			
60" Corrugated Steel Pipe		LF	\$ 280.00			
66" Corrugated Steel Pipe		LF	\$ 340.00			
72" Corrugated Steel Pipe		LF	\$ 400.00			
78" Corrugated Steel Pipe		LF	\$ 480.00			
84" Corrugated Steel Pipe		LF	\$ 550.00			
Flared End Section (FES) RCP Size = <small>(unit cost = 6x pipe unit cost)</small>		EA				
Flared End Section (FES) CSP Size = <small>(unit cost = 6x pipe unit cost)</small>		EA				
End Treatment- Headwall		EA				
End Treatment- Wingwall		EA				
End Treatment - Cutoff Wall		EA				
Curb Inlet (Type R) L=5', Depth < 5'		EA	\$ 5,542.00			
Curb Inlet (Type R) L=5', 5' ≤ Depth < 10'		EA	\$ 7,188.00			
Curb Inlet (Type R) L=5', 10' ≤ Depth < 15'		EA	\$ 8,345.00			
Curb Inlet (Type R) L=10', Depth < 5'		EA	\$ 7,827.00			
Curb Inlet (Type R) L=10', 5' ≤ Depth < 10'		EA	\$ 7,881.00			
Curb Inlet (Type R) L=10', 10' ≤ Depth < 15'		EA	\$ 9,841.00			
Curb Inlet (Type R) L=15', Depth < 5'		EA	\$ 9,918.00			
Curb Inlet (Type R) L=15', 5' ≤ Depth < 10'		EA	\$ 10,633.00			
Curb Inlet (Type R) L=15', 10' ≤ Depth < 15'		EA	\$ 11,627.00			
Curb Inlet (Type R) L=20', Depth < 5'		EA	\$ 10,570.00			
Curb Inlet (Type R) L=20', 5' ≤ Depth < 10'		EA	\$ 11,867.00			
Grated Inlet (Type C), Depth < 5'		EA	\$ 4,640.00			
Grated Inlet (Type D), Depth < 5'		EA	\$ 5,731.00			
Storm Sewer Manhole, Box Base		EA	\$ 11,627.00			
Storm Sewer Manhole, Slab Base		EA	\$ 6,395.00			
Geotextile (Erosion Control)		SY	\$ 6.00			
Rip Rap, d50 size from 6" to 24"		Tons	\$ 80.00			
Rip Rap, Grouted		Tons	\$ 95.00			
Drainage Channel Construction, Size (W x H)		LF				
Drainage Channel Lining, Concrete		CY	\$ 570.00			
Drainage Channel Lining, Rip Rap		CY	\$ 112.00			
Drainage Channel Lining, Grass		AC	\$ 1,489.00			
Drainage Channel Lining, Other Stabilization						
<i>[insert items not listed but part of construction plans]</i>						
* Subject to defect warranty financial assurance. A minimum of 20% shall be retained until final acceptance (MAXIMUM OF 60% COMPLETE ALLOWED)						
Section 2 Subtotal				= \$	167,244.00	\$ 167,244.00

PROJECT INFORMATION		
Mayberry, Colorado Springs - Filing No. 2 (3 commercial lots; 600 LF)	1/30/2020	SP-1910
Project Name	Date	PCD File No.

Description	Quantity	Units	Unit Cost	Total	(with Pre-Plat Construction)	
					% Complete	Remaining
AS-BUILT PLANS (Public Improvements inc. Permanent WQCV BMPs)		LS	\$ 1.00	= \$ 2,000.00	\$	2,000.00
POND/BMP CERTIFICATION (inc. elevations and volume calculations)		LS		= \$ -	\$	-
Total Construction Financial Assurance					\$	288,265.70
(Sum of all section subtotals plus as-builts and pond/BMP certification)						
Total Remaining Construction Financial Assurance (with Pre-Plat Construction)					\$	288,265.70
(Sum of all section totals less credit for items complete plus as-builts and pond/BMP certification)						
Total Defect Warranty Financial Assurance					\$	37,358.80
(20% of all items identified as (*). To be collateralized at time of preliminary acceptance)						

Approvals

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



Engineer (P.E. Seal Required)

Approved by Owner / Applicant

Approved by El Paso County Engineer / ECH Administrator

10/27/2020

Date

APPROVED

Engineering Department

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EPC Planning & Community Development Department

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El Paso County, CO



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RESOLUTION NO. 20-475

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO**

**APPROVE FINAL PLAT FOR MAYBERRY, COLORADO SPRINGS FILING
NO. 2 (SF-19-010)**

WHEREAS, Colorado Springs Mayberry, LLC did file an application with the El Paso County Planning and Community Development Department for the approval of a final plat for the Mayberry, Colorado Springs Filing No. 2 Subdivision for property in the unincorporated area of El Paso County as described in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on December 3, 2020, upon which date the Planning Commission did by formal resolution recommend approval of the final plat application; and

WHEREAS, a public hearing was held by the El Paso County Board of County Commissioners on December 22, 2020; and

WHEREAS, based on the evidence, testimony, exhibits, consideration of the master plan for the unincorporated area of the County, presentation and comments of the El Paso County Planning and Community Development Department and other County representatives, comments of public officials and agencies, comments from all interested persons, comments by the general public, comments by the El Paso County Planning Commission Members, and comments by the Board of County Commissioners during the hearing, this Board finds as follows:

- 1. The application was properly submitted for consideration by the Planning Commission.**
- 2. Proper posting, publication, and public notice were provided as required by law for the hearings before the Planning Commission and the Board of County Commissioners.**
- 3. The hearings before the Planning Commission and the Board of County Commissioners were extensive and complete, all pertinent facts, matters and issues were submitted and reviewed, and all interested persons were heard at those hearings.**
- 4. All exhibits were received into evidence.**

5. The subdivision is in general conformance with the goals, objectives, and policies of the Master Plan.
6. The subdivision is in substantial conformance with the approved preliminary plan.
7. The subdivision is consistent with the subdivision design standards and regulations and meets all planning, engineering, and surveying requirements of El Paso County for maps, data, surveys, analyses, studies, reports, plans, designs, documents, and other supporting materials.
8. A sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards [C.R.S. §30-28-133(6)(1)] and the requirements of Chapter 8 of the Land Development Code.
9. A public sewage disposal system has been established or, if other methods of sewage disposal are proposed, the system complies with State and local laws and regulations [C.R.S. §30-28-133(6)(b)] and the requirements of Chapter 8 of the Land Development Code.
10. All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards or requiring special precautions have been identified and that the proposed subdivision is compatible with such conditions [C.R.S. §30-28-133(6)(c)].
11. Adequate drainage improvements are proposed that comply with State Statute [C.R.S. §30-28-133(3)(c)(VIII)] and the requirements of the Land Development Code and Engineering Criteria Manual.
12. Necessary services, including police and fire protection, recreation, utilities, and transportation systems, are or will be made available to serve the proposed subdivision.
13. Final plans provide evidence to show that the proposed methods for fire protection comply with Chapter 6 of the Land Development Code.
14. Off-site impacts were evaluated and related off-site improvements are roughly proportional and will mitigate the impacts of the subdivision in accordance with applicable requirements of Chapter 8 of the Land Development Code.
15. Adequate public facilities or infrastructure, or cash-in-lieu, for impacts reasonably related to the proposed subdivision have been constructed or

are financially guaranteed through the Subdivision Improvements Agreement so the impacts of the subdivision will be adequately mitigated.

16. The subdivision meets other applicable sections of Chapters 6 and 8 of the Land Development Code.
17. The extraction of any known commercial mining deposit shall not be impeded by this subdivision [C.R.S. §§34-1-302(1), et. seq.].
18. The proposed subdivision of land conforms to the El Paso County Zoning Resolutions.
19. For the above-stated and other reasons, the proposed subdivision is in the best interest of the health, safety, morals, convenience, order, prosperity, and welfare of the citizens of El Paso County.

NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners of El Paso County, Colorado, hereby approves the final plat application for the Mayberry, Colorado Springs Filing No. 2 Subdivision;

BE IT FURTHER RESOLVED that the following conditions and notations shall be placed upon this approval:

CONDITIONS

1. Mayberry Colorado Springs Filing No. 1 shall be recorded prior to Mayberry Colorado Springs Filing No. 2.
2. All Deed of Trust holders shall ratify the plat. The applicant shall provide a current title commitment at the time of submittal of the Mylar for recording.
3. Colorado statute requires that at the time of the approval of platting, the subdivider provides the certification of the County Treasurer's Office that all ad valorem taxes applicable to such subdivided land, or years prior to that year in which approval is granted, have been paid. Therefore, this plat is approved by the Board of County Commissioners on the condition that the subdivider or developer must provide to the Planning and Community Development Department, at the time of recording the plat, a certification from the County Treasurer's Office that all prior years' taxes have been paid in full.
4. The subdivider or developer must pay, for each parcel of property, the fee for tax certification in effect at the time of recording the plat.

- 5. The Applicant shall submit the Mylar to Enumerations for addressing.**
- 6. Developer shall comply with federal and state laws, regulations, ordinances, review and permit requirements, and other agency requirements, if any, of applicable agencies including, but not limited to, the Colorado Division of Wildlife, Colorado Department of Transportation, U.S. Army Corps of Engineers and the U.S. Fish and Wildlife Service regarding the Endangered Species Act, particularly as it relates to the Preble's Meadow Jumping Mouse as a listed species.**
- 7. Driveway permits will be required for each access to an El Paso County owned and maintained roadway. Driveway permits are obtained from the El Paso County Planning and Community Development Department.**
- 8. The Subdivision Improvements Agreement, including the Financial Assurance Estimate, as approved by the El Paso County Planning and Community Development Department, shall be filed at the time of recording the final plat.**
- 9. Collateral sufficient to ensure that the public improvements as listed in the approved financial assurance estimate shall be provided when the final plat is recorded.**
- 10. The Subdivider(s) agrees on behalf of him/herself and any developer or builder successors and assignees that Subdivider and/or said successors and assigns shall be required to pay traffic impact fees in accordance with the El Paso County Road Impact Fee Program Resolution (Resolution No. 18-471), or any amendments thereto, 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.**
- 11. The County Attorney's Conditions of Compliance shall be adhered to at the appropriate time.**

NOTATIONS

- 1. Final plats not recorded within 24 months of Board of County Commissioner approval shall be deemed expired, unless an extension is approved.**

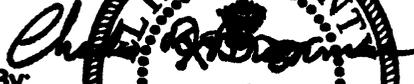
2. Site grading or construction, other than installation or initial temporary control measures, may not commence until a Preconstruction Conference is held with Planning and Community Development Inspections and a Construction Permit is issued by the Planning and Community Development Department.

AND BE IT FURTHER RESOLVED that the record and recommendations of the El Paso County Planning Commission be adopted.

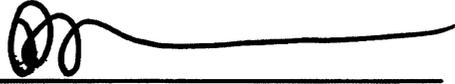
DONE THIS 22nd day of December, 2020, at Colorado Springs, Colorado.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

ATTEST:

By: 
County Clerk & Recorder
EST. 1861



By: 

Chair

EXHIBIT A

LEGAL DESCRIPTION – ELICOTT TOWN CENTER FILING NO 2:

PARCEL A:

TRACT L, ELICOTT TOWN CENTER FILING NO. 1, AS RECORDED UNDER RECEPTION NO. _____ OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE NORTH ONE-HALF OF THE NORTH ONE-HALF (N1/2 N1/2) OF SECTION 14, TOWNSHIP 14 SOUTH, RANGE 63 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO.

SAID TRACT CONTAINS 16.72 ACRES OF LAND, MORE OR LESS.

PARCEL B:

TRACT Q, ELICOTT TOWN CENTER FILING NO. 1, AS RECORDED UNDER RECEPTION NO. _____ OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, LOCATED IN THE WEST ONE-HALF OF THE WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER (W1/2 W1/2 NE1/4) OF SECTION 14, TOWNSHIP 14 SOUTH, RANGE 63 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO.

SAID TRACT CONTAINS 29.17 ACRES OF LAND, MORE OF LESS

PARCEL C:

A TRACT OF LAND BEING THE EAST ONE-HALF OF THE WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER (E1/2 W1/2 NE1/4) OF SECTION 14, TOWNSHIP 14 SOUTH, RANGE 63 WEST OF THE 6th P.M., EL PASO COUNTY, COLORADO, EXCEPT THAT PORTION CONVEYED TO EL PASO COUNTY IN DEED RECORDED NOVEMBER 2, 1939 IN BOOK 978 AT PAGE 99, COUNTY OF EL PASO, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER (NW1/4) OF SAID SECTION 14, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (NE1/4) OF SAID SECTION 14, AS MONUMENTED BY A REBAR AND 2" ALUMINUM CAP IN A RANGE BOX STAMPED "U.P.&E. PLS 11624 1999", FROM WHICH THE NORTHWEST CORNER OF SAID NW1/4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 15 OF SAID TOWNSHIP 14 SOUTH, RANGE 63 WEST, AS

MONUMENTED BY A REBAR AND 3-1/2" ALUMINUM CAP STAMPED "U.P.&E. PLS 116_4 1999" BEARS N89°44'49"W, A DISTANCE OF 2606.55 FEET AND IS THE BASIS OF BEARINGS USED HEREIN;

THENCE S89°44'50"E ALONG THE NORTH LINE OF THE NE1/4 OF SAID SECTION 14, A DISTANCE OF 651.61 FEET TO THE CALCULATED POSITION OF THE NORTHWEST CORNER OF SAID E1/2 W1/2 NE1/4, SAID POINT ALSO BEING THE CALCULATED POSITION OF THE NORTHEAST CORNER OF THE WEST ONE-HALF OF THE WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER (W1/2 W1/2 NE1/4) OF SAID SECTION 14; THENCE S00°17'46"E ALONG THE WESTERLY LINE OF SAID E1/2 W1/2 NE1/4, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID W1/2 W1/2 NE1/4, A DISTANCE OF 36.51 FEET TO A REBAR AND ORANGE CAP STAMPED "RAMPART PLS 38560" AND THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE S89°28'49"E, A DISTANCE OF 651.72 FEET TO A POINT ON THE EASTERLY LINE OF SAID E1/2 W1/2 NE1/4, SAID POINT ALSO BEING A POINT ON THE WESTERLY LINE OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER (E1/2 NE1/4) OF SAID SECTION 14, AS MONUMENTED BY A REBAR AND YELLOW CAP (ILLEGIBLE); THENCE S00°21'12"E ALONG THAT LINE COMMON TO SAID E1/2 W1/2 NE1/4 AND SAID E1/2 NE1/4, A DISTANCE OF 2594.09 FEET TO THE SOUTHERLY COMMON CORNER THEREOF, SAID POINT ALSO BEING A POINT ON THE NORTHERLY LINE OF THE NORTH ONE-HALF OF THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER (N1/2 N1/2 SE1/4) OF SAID SECTION 14, AS MONUMENTED BY A REBAR AND 2-1/2" ALUMINUM CAP STAMPED "RAMPART PLS 38560 2019"; THENCE S89°36'00"W ALONG THAT LINE COMMON TO SAID E1/2 W1/2 NE1/4 AND SAID N1/2 N1/2 SE1/4, A DISTANCE OF 654.29 FEET TO THE SOUTHWEST CORNER OF SAID E1/2 W1/2 NE1/4, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID W1/2 W1/2 NE1/4; THENCE N00°17'46"W ALONG THAT LINE COMMON TO SAID E1/2 W1/2 NE1/4 AND SAID W1/2 W1/2 NE1/4, A DISTANCE OF 2595.42 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 38.89 ACRES OF LAND, MORE OR LESS.