

FINAL PLAT

RIVERBEND RESIDENTIAL FILING NO. 2

A PORTION OF THE NORTHEAST QUARTER OF
SECTION 14, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6TH P.M.
COUNTY OF EL PASO, STATE OF COLORADO

KNOW ALL MEN BY THESE PRESENTS:

That _____, being the owners of the following described tract of land to wit:

A tract of land being a portion of the West Half (W 1/2) of the Northeast Quarter (NE 1/4) of Section 14, Township 15 South, Range 66 West of the 6th P.M., County of El Paso, State of Colorado, described as follows:
Bearings based on the West line of the Northeast Quarter (NE 1/4) of Section 14, Township 15 South, Range 66 West of the 6th P.M., monumented at the North Quarter (N 1/4) corner with a 3 1/4" aluminum cap, stamped "BARRON LAND 2018 PLS 38141" and at the Center Quarter (C 1/4) corner with a 3 1/4" aluminum cap, stamped "OLIVER E. WATTS 2000 PE-LS 9853" and bears S 00°24'11" E, 2640.42 feet.
BEGINNING at said North Quarter (N 1/4) corner;
Thence N 89°52'04" E, along the North line of said Northeast Quarter (NE 1/4), a distance of 549.67 feet;
Thence S 00°07'56" E, a distance of 175.58 feet to the most Westerly Northwest corner of the land described in Warranty Deed recorded in Book 2472 at Page 228, El Paso County Records;
Thence along the Westerly and Southwesterly lines of said land the following three (3) courses:
1) S 15°42'45" E, a distance of 166.22 feet;
2) S 15°48'38" E, a distance of 164.23 feet;
3) S 36°04'35" E, a distance of 23.46 feet;
Thence S 50°00'24" W, a distance of 142.79 feet;
Thence 105.86 feet along the arc of a 170.00 foot radius non-tangent curve to the right, having a central angle of 35°40'40" with a chord that bears S 71°45'30" W, 104.16 feet;
Thence S 89°35'49" W, a distance of 175.85 feet to a point 265.00 feet East of the West line of said Northeast Quarter (NE 1/4);
Thence S 00°24'11" E, parallel with and 265.00 feet East of said West line, a distance of 1,030.00 feet;
Thence S 89°35'49" W, a distance of 150.00 feet to a point 115.00 feet East of said West line;
Thence S 00°24'11" E, parallel with and 115.00 feet East of said West line, a distance of 164.35 feet;
Thence 6.52 feet along the arc of a 30.00 foot radius tangent curve to the right, having a central angle of 12°27'13" with a chord that bears S 05°49'26" W, 6.51 feet;
Thence 54.46 feet along the arc of a 55.00 foot radius reverse curve to the left, having a central angle of 56°44'10" with a chord that bears S 16°19'02" E, 52.26 feet;
Thence S 45°18'53" W, a distance of 105.75 feet to a point on the Northerly line of the common boundary line described in the Boundary Agreement and Requit Claim deed recorded at Reception No. 206153358, El Paso County Records;
Thence N 64°47'25" W, along said Northerly line, a distance of 58.69 feet to a point on said West line;
Thence N 00°24'11" W, along said West line, a distance of 1,938.33 feet to the POINT OF BEGINNING;
Containing a total calculated area of 673,074 square feet (15.452 acres) of land, more or less.

OWNERS CERTIFICATE

Owners Certificate
The undersigned, being all the owners, mortgagees, beneficiaries of deeds of trust and holders of other interests in the land described herein, have laid out, subdivided, and platted said lands into lots, tracts, streets, and easements (use which are applicable) as shown hereon under the name and subdivision of RIVERBEND RESIDENTIAL FILING NO. 2. All public improvements so platted are hereby dedicated to public use and said owner does hereby covenant and agree that the public improvements will be constructed to El Paso County standards and that proper drainage and erosion control for same will be provided at said owner's expense, all to the satisfaction of the Board of County Commissioners of El Paso County, Colorado. Upon acceptance by resolution, all public improvements so dedicated will become matters of maintenance by El Paso County, Colorado. The utility easements shown hereon are hereby dedicated for public utilities and communication systems and other purposes as shown hereon. The entities responsible for providing the services for which the easements are established are hereby granted the perpetual right of ingress and egress from and to adjacent properties for installation, maintenance, and replacement of utility lines and related facilities.

Owners/Mortgagees (Signature) _____

By: _____

Title: _____

ATTEST: (if corporation) _____

Secretary/Treasurer _____

STATE OF COLORADO }
COUNTY OF _____ } SS

Acknowledged before me this _____ day of _____, 20____ by _____ as _____

My commission expires _____

Witness my hand and official seal _____
Notary Public

BOARD OF COUNTY COMMISSIONERS CERTIFICATE

This plat for (name of subdivision or plat) was approved for filing by the El Paso County, Colorado Board of County Commissioners on the _____ day of _____, 20____, subject to any notes specified hereon and any conditions included in the resolution of approval. The dedications of land to the public: public easements, tracts and public streets, are accepted, but public improvements thereon will not become the maintenance responsibility of El Paso County until preliminary acceptance of the public improvements in accordance with the requirements of the Land Development Code and Engineering Criteria Manual, and the Subdivision Improvements Agreement.

President, Board of County Commissioners _____ Date _____

SURVEYOR'S STATEMENT

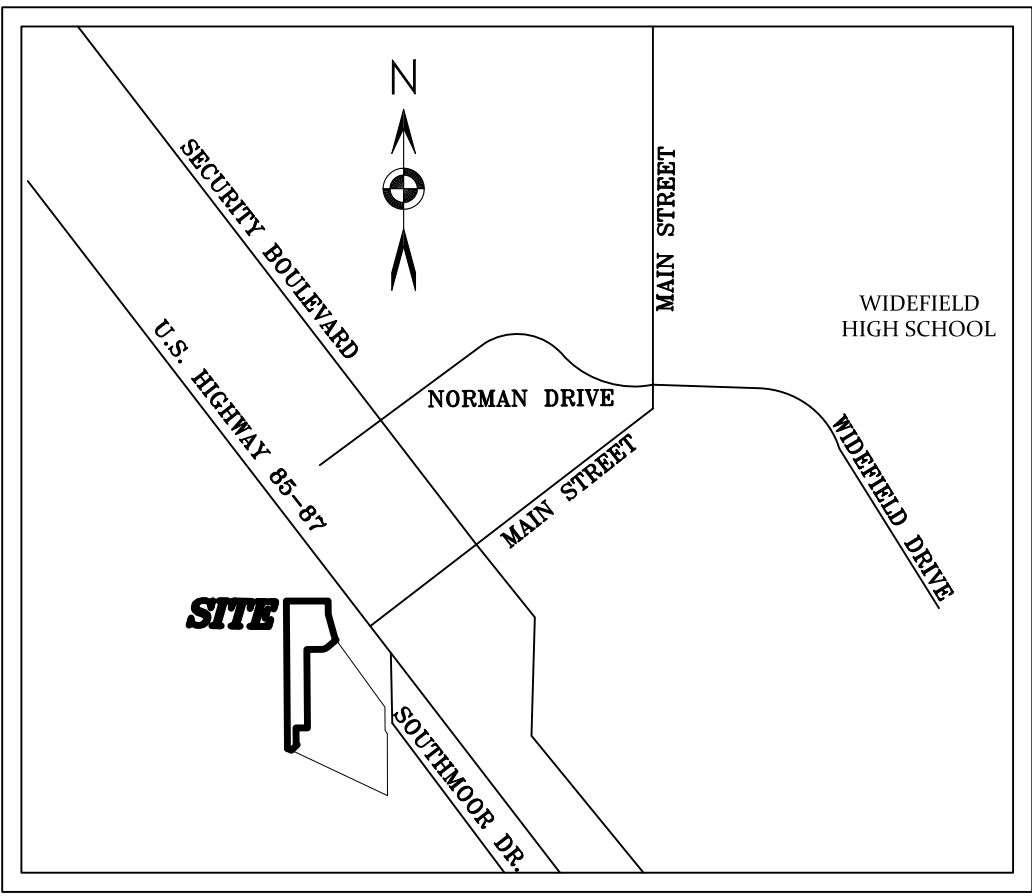
I Spencer J. Barron, a duly registered Professional Land Surveyor in the State of Colorado, do hereby certify that this plat truly and correctly represents the results of a survey made on date of survey, by me or under my direct supervision and that all monuments exist as shown herein; that mathematical closure errors are less than 1:10,000 ; and that said plat has been prepared in full compliance with all applicable laws of the State of Colorado dealing with monuments, subdivision, or surveying of land and all applicable provisions of the El Paso County Land Development Code.

I attest the above on this ____ day of _____, 20____.

Spencer J. Barron
State of Colorado Professional Land Surveyor No. 38141
For and on behalf of Barron Land, LLC

This plat for "RIVERBEND RESIDENTIAL FILING NO. 2 was approved for filing by the El Paso County, Colorado Planning and Community Development Department Director on the _____ day of _____, 20____, subject to any notes or conditions specified hereon.

Planning and Community Development Director



VICINITY MAP
(NOT TO SCALE)

ACCEPTANCE CERTIFICATE FOR TRACTS RIVERBEND METRO DISTRICT

The dedication of Tract A is hereby accepted for ownership and maintenance by the Riverbend Metro District

By: _____

President

STATE OF COLORADO }
COUNTY OF _____ } SS

Acknowledged before me this _____ day of _____, 20____ by _____ as _____

My commission expires _____

Witness my hand and official seal _____
Notary Public

EASEMENT STATEMENT

All lots are hereby platted with the following easements:
All front lot lines are hereby platted with a 5' public utility, drainage and improvements easement.
All side and rear lot lines are hereby platted with a 5' public utility and drainage easement
All exterior lot lines are hereby platted with a 7' public utility and drainage easement.

Maintenance of said easements are vested with the property owner.

FEES:

Drainage Fee: _____

School Fee: _____

Bridge Fee: _____

Park Fee: _____

SHOULD MATCH PHASE 1'S COMMENTS

CLERK AND RECORDER

STATE OF COLORADO }
COUNTY OF EL PASO } SS

I hereby certify that this instrument was filed in my office on this _____ day of _____, 201____, and was recorded at Reception Number _____ of the records of El Paso County

El Paso County Clerk and Recorder

SURVEYOR'S NOTES

1. NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

2. Any person who knowingly removes, alters or defaces any public land survey monument or land boundary monument or accessory commits a class 2 misdemeanor pursuant to the Colorado Revised Statute 18-4-508.

3. The lineal units used in this drawing are U.S. Survey Feet.

4. This survey was performed in the field on November 21, 2017.

5. The overall subject parcel contains a calculated area of 1,591,987 square feet (36.547 acres) of land, more or less.

6. This survey does not constitute a title search by Barron Land, LLC to determine ownership or easements of record. For information regarding easements, rights-of-way and title of record, Barron Land, LLC relied upon Title Commitment File Number 45253ECS Amendment No. 2, with an effective date of November 14, 2017 at 7:30 A.M. as provided by Empire Title of Colorado Springs, LLC as agent for Westcor Land Title Insurance Company.

7. Bearings based on the West line of the Northeast Quarter (NE 1/4) of Section 14, Township 15 South, Range 66 West of the 6th P.M., monumented at the North Quarter (N 1/4) corner with a 3 1/4" aluminum cap, stamped "BARRON LAND 2018 PLS 38141" and at the Center Quarter (C 1/4) corner with a 3 1/4" aluminum cap, stamped "OLIVER E. WATTS 2000 PE-LS 9853" and bears S 00°24'11" E, 2640.42 feet.

8. The following reports have been submitted in association with the Preliminary Plan or Final Plat for this subdivision and are on file at the County Development Services Department: Transportation Impact Study; Drainage Report; Water Resources Report; Wastewater Disposal Report; Geology and Soils Report; Fire Protection Report; Wildfire Hazard Report; Natural Features Report; "Avatar River Bend Crossing Commercial and Residential Development Fountain, Colorado", prepared by RMG Engineers, dated April 2, 2018

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

10. Unless otherwise indicated, all side, front, and rear lot lines are hereby platted on either side with a 5 foot public utility and drainage easement, front lot lines also platted with a 5 foot improvement easement, unless otherwise indicated. All exterior subdivision boundaries are hereby platted with a 7 foot public utility and drainage easement. The sole responsibility for maintenance of these easements is hereby vested with the individual property owners.

11. 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.

12. The addresses exhibited on this plat are for informational purposes only. They are not the legal description and are subject to change.

13. No driveway shall be established unless an access permit has been granted by El Paso County.

14. No lot or interest therein, shall be sold, conveyed, or transferred whether by deed or by contract, nor shall building permits be issued, until and unless either the required public and common development improvements have been constructed and completed and preliminarily accepted in accordance with the Subdivision Improvements Agreement between the applicant/owner and El Paso County as recorded under Reception Number _____ in the Office of the Clerk and Recorder of El Paso County, Colorado or, in the alternative, other collateral is provided to make provision for the completion of said improvements in accordance with the El Paso County Land Development Code and Engineering Criteria Manual. Any such alternative collateral must be approved by the Board of County Commissioners or, if permitted by the Subdivision Improvements Agreement, by the Development Services Department Director and meet the policy and procedure requirements of El Paso County prior to the release by the County of any lots for sale, conveyance or transfer. This plat restriction may be removed or rescinded by the Board of County Commissioners or, if permitted by the Subdivision Improvements Agreement, by the Development Services Department Director upon either approval of an alternative form of collateral or completion and preliminary acceptance by the El Paso Board of County Commissioners of all improvements required to be constructed and completed in accordance with said Subdivision Improvements Agreement. The partial release of lots for sale, conveyance or transfer may only be granted in accordance with any planned partial release of lots authorized by the Subdivision Improvements Agreement.

15. Security Water and Sanitation district will maintain both the sewer and water for the Lots within the subdivision.

16. No structures or fences are permitted within designated "Floodplain" or "Park and Open Space" areas. The Federal Emergency Management Agency, Flood Insurance Rate Map No. 08041C0951G and 08041C0763G, effective date December 7, 2018, indicates a portion of this parcel of land to be located in Zone X (Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood), Zone AE (Base Flood Elevations determined), and Floodway areas in Zone AE (The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights).

17. Tract A is hereby dedicated to the County of El Paso for public Utility use. The property within this subdivision is subject to a Private Detention Basin and Stormwater Quality BMP Maintenance Agreement and Easement as recorded at Reception No. _____, El Paso County Records. Riverbend Metro District is responsible for the maintenance of the subject drainage facilities. The detention pond/water quality BMP(s) shall be constructed and completed prior to the issuance of any building permits for the subject lots. The subdivision developer is responsible for providing financial assurances as indicated in the Subdivision Improvements Agreement and Estimate of Guaranteed Funds for all detention ponds/water quality BMPs. All detention ponds/water quality BMPs shall be constructed prior to the release of said financial assurances.

18. Mailboxes shal be installed in accordance with all El Paso County Department of Transportation and United States Postal Service regulations.

19. Special District Disclosure (when the plat is located in a special district):
A Title 32 Special District Annual Report and Disclosure Form satisfactory to the Planning and Community Development Department shall be recorded with each plat.

20. Fountain Mutual Irrigation Company Note:
NOTICE: This property will be included within a special taxing district, Fountain Mutual Metropolitan District, created for the purpose of constructing and maintaining certain drainage and park and recreation improvements. Special taxing districts are subject to a general obligation indebtedness that is paid by revenues produced from annual tax levies on the taxable property within such districts. The buyer should familiarize himself/ herself with this potentiality and ramifications thereof.

21. 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. 16-454), 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.

22. Pursuant to Resolution _____, approved by the Board of Directors, El Paso County Public Improvement District ____ and recorded in the records of the El Paso County Clerk and Recorder at Reception Number _____, the parcels within the platted boundaries of (subdivision) are included within the boundaries of the El Paso County Public Improvement District ____ and as such is subject to applicable road impact fees and mill levy.

23. There shall be no direct lot access to Southmoor Drive.

Not reviewed. Lot layout is missing. Review the preliminary plan (SP187) and Filing 1 (SF1844) application for comments that may be applicable on Filing 2.

DONE

SF1843

PCD FILE # _____

DATE: 09/26/2018		REVISIONS	
No.	Remarks	Date	By
1	County comments	06/21/19	JLP
PROJECT No.: 17-054 SHEET 1 OF 4			

BARRON LAND
BOUNDARY ▲ MAPPING ▲ SURVEYING ▲ CONSTRUCTION
2790 N. Academy Blvd., Suite 311 P: 719.360.6827
Colorado Springs, CO 80917 F: 719.466.6527
www.BARRONLAND.com