



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

TO: Honorable Mayor and Board of Trustees

FROM: Alexandra Cramer, Planner/Project Manager

DATE: January 14th, 2025

SUBJECT: Discussion and Possible Action Regarding First Amendment to Scarlett Creek Subdivision Agreement, Resolution 25R05

SUMMARY

Aprilia Properties, Inc./Scarlett Creek Minor, the current owner of Scarlett Creek Minor Subdivision which consists of two vacant lots located on the east side of Garland Street, north of Greenlee's Pro Auto Care, is requesting approval for an amendment to the Scarlett Creek Subdivision Agreement. Subdivision agreements are required legal documents between the Town and developers that ensure proper installation of public improvements and establish development requirements to serve newly platted properties.

The original agreement, dated April 23, 2019, required a \$53,343.40 security deposit for site mitigation work and included provisions regarding state stormwater discharge permits. Upon review of the agreement with Public Works and the Town Attorney, it has been determined that these requirements should be updated: the site mitigation requirements are now covered under the Town's current GESC (Grading, Erosion, and Sediment Control) permitting process, and the stormwater discharge provisions are being removed as the Town does not regulate these state permits. With the current owner seeking to sell the property, it has become prudent to amend the agreement to remove these requirements and release the security deposit. Any future development of the property will be subject to current Town development standards and GESC permitting requirements, ensuring proper oversight while removing outdated provisions. The First Amendment has been reviewed by the Town Attorney and is ready for Board consideration.

STAFF RECOMMENDATION

Staff recommends approval of Resolution 25R05, a Resolution approving the First Amendment to the Subdivision Agreement for the Scarlett Creek Minor Subdivision.

ATTACHMENTS

Resolution 25R05

First Amendment to Subdivision Agreement

Original Subdivision Agreement dated April 23, 2019

RESOLUTION 25R05

**A RESOLUTION APPROVING THE FIRST AMENDMENT TO
SUBDIVISION AGREEMENT FOR THE SCARLETT CREEK MINOR
SUBDIVISION**

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO AS FOLLOWS:

Section 1. The First Amendment to Subdivision Agreement for the Scarlett Creek Minor Subdivision between the Town of Elizabeth and Aprilia Properties, Inc./Scarlett Creek Minor, attached hereto as **Exhibit A**, is hereby approved, and the Mayor is authorized to execute the same on behalf of the Town.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2025, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Angela Ternus, Mayor

ATTEST

Michelle M. Oeser, Town Clerk

FIRST AMENDMENT TO SUBDIVISION AGREEMENT

THIS FIRST AMENDMENT TO SUBDIVISION AGREEMENT (the "First Amendment") is made this 23 day of December, 2024, by and between the Town of Elizabeth, Colorado, a municipal corporation (the "Town"), and Aprilia Properties, Inc./Scarlett Creek Minor (the "Developer").

RECITALS:

A. The Developer is the new owner of certain real property located in the Town of Elizabeth known as the Scarlett Creek Minor Subdivision, which is more particularly described in **Exhibit A**, attached hereto and incorporated herein (the "Property").

B. The Town and the Developer's predecessor in interest entered into that Subdivision Agreement dated April 23, 2019 (the "Original Agreement")

C. The parties desire to assign and amend the Original Agreement as set forth below.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the parties hereto agree as follows:

1. Section 3, subsection d. of the Original Agreement is hereby deleted, and is hereby determined to have been completed, and fully accepted by the Town. Developer is released from the warranty of these improvements. Section 3, subsection e. of the original agreement is hereby deleted.

2. The Town and Developer hereby agree and acknowledge that the Public Improvements secured by the Original Agreement have been completed, and therefore to the extent the Town has retained security as a Performance Guarantee under the Original Agreement, such Performance Guarantee may be returned to the Developer.

3. The Town acknowledges notice of the assignment of the Original Agreement, as amended by this First Amendment, pursuant to Section 25 of the Original Agreement.

4. Except as specifically amended by this First Amendment, the Original Agreement remains in full force and effect and is hereby ratified by the Town and the Developer.

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF ELIZABETH, COLORADO

By: _____
Angela Ternus, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney

DEVELOPER

By: _____
[Signature]

STATE OF COLORADO)
)ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 23rd day of December,
2024, by Elijah Ochoa, as Presiden/Owner of Aprilia Properties, Inc/Scarlett Creek Minor-Developer

My commission expires: 9/27/25

(SEAL)

[Signature]

Notary Public



36/034 B: 130 P: 423 RES
 08/08/2019 10:46:13 AM Page: 3 of 32 R 168.00 D
 Dallas Schroeder Recorder, Elbert County, Co

SCARLETT CREEK MINOR SUBDIVISION

A REPLAT OF BROWN MINOR DEVELOPMENT LOT 1

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 6 RANGE 64 WEST OF THE 8TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO
 2 LOTS, 1 TRACT ON 8.09 TOTAL ACRES

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING (2) A BROWN MINOR DEVELOPMENT RECEPTION NO PLANS, BOOK 22 PAGE 26.

BEING THE (2) PARCELS OF LAND (2) TRACTS (2) PARCELS BEING A PART OF THE 8TH PRINCIPLE MERIDIAN TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO

OWNERSHIP AND DEDICATION STATEMENT

THE UNDERSIGNED BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN HAVE LAID OUT, SURVEYED AND PLATTED SAID LANDS INTO (2) TRACTS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND STYLE OF SCARLETT CREEK MINOR SUBDIVISION. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITY AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTIRE RESPONSIBILITY FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED TO THE RESIDENTS OF HOMES AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. ALL STREETS AND RIGHTS OF WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF ELIZABETH, COLORADO, IN FEE SIMPLE ABSOLUTE FOR PUBLIC USES AND PURPOSES.

 SIGNATURE

 OWNER(S) NAME(S)

BY:

TITLE:

ATTEST
 SECRETARY

 SIGNATURE

SUBSCRIBED AND SIGNED TO BEFORE ME THIS ____ DAY OF ____ 20__

WITNESSES MY HAND AND OFFICIAL SEAL

 NOTARY PUBLIC

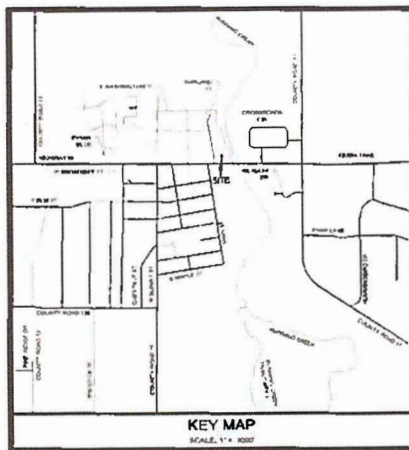
MY COMMISSION EXPIRES: _____

TITLE VERIFICATION

THE ALLIANT NATIONAL TITLE INSURANCE COMPANY DO HEREBY CERTIFY THAT THE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SAID LAND IS IN THE DEDICATOR'S FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

 (INITIALED SIGNATURE)

 EMPLOYER NAME



GENERAL NOTES

1. BASIS OF BEARINGS: CONSIDERING THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 7 TO HAVE AN ASSIGNED BEARING OF N89°32'17"E AND MONUMENTED AS SHOWN HEREON.
2. THIS PROPERTY IS SUBJECT TO RESERVATIONS, EASEMENTS, COVENANTS AND EASEMENTS OF RECORD ON IN PLACE.
3. THIS SURVEY IS BASED ON EXISTING MONUMENTS FOUND IN PLACE, AS SHOWN DOCUMENTS OF RECORD AND THE TITLE COMMITMENT PROVIDED BY THE CLIENT.
4. DATE OF SURVEY WAS JUNE 2018
5. THE LINES OF MEASUREMENT FOR THIS PLAT ARE IN SURVEY FEET WHICH IS EQUIVALENT TO ONE METER = 3.28 FEET.
6. THE LOTS SHOWN ON THIS PLAT GENERALLY FOLLOW NATURAL TERRAIN AND CONTAIN NATURAL DRAINAGE DRAINS AND FLOW PATHS THAT CONVEY UPSTREAM STORM WATER RUNOFF ACROSS LOT BOUNDARIES. THEREFORE, THE OWNER OF THE UPPER LOTS HAS AN EASEMENT OVER LOWER LOTS FOR DRAINAGE OF SURFACE WATERS AND NATURAL DRAINAGE THROUGH THE DOWNSTREAM LOT. EXISTING DRAINAGE PATHS MAY BE ALTERED BUT SHALL PROVIDE FOR THE QUANTITY OF WATER TO PASS FROM THE UPSTREAM DRAINAGE AND NOT NEGATIVELY AFFECT DOWNSTREAM PROPERTIES. THE DEVELOPMENT OF A DOWNSTREAM NIP PLAN SHALL INCLUDE PERMANENT EASEMENTS FOR THE CONVEYANCE OF DRAINAGE.
7. NO LOT WITHIN THIS SUBDIVISION SHALL BE BUILT UPON OR ANY IMPROVEMENTS CONSTRUCTED WITHIN A 100' WIDE 200' PLAN IS REVIEWED AND APPROVED BY THE TOWN OF ELIZABETH.
8. TRACT 66 IS HEREBY DEDICATED TO THE TOWN OF ELIZABETH.
9. CURRENT ZONING IS COMMERCIAL MEDIUM DENSITY.

LAND USE SUMMARY:

LAND DESCRIPTION	AREA (ACRES) +/-	PRIMARY USE	SECONDARY USES	OWNER	MAINTENANCE RESPONSIBILITY
COMMERCIAL LOT 1	1.80	COMMERCIAL DEVELOPMENT	LANDSCAPING, DRAINAGE, UTILITIES	PRIVATE	PRIVATE
COMMERCIAL LOT 2	1.81	COMMERCIAL DEVELOPMENT	LANDSCAPING, DRAINAGE, UTILITIES	PRIVATE	PRIVATE
TRACT A	4.58	DEDICATED OPEN SPACE	EASEMENTS AS SHOWN	TOWN OF ELIZABETH	TOWN OF ELIZABETH
TOTAL:	8.19				

BOARD OF TRUSTEES:

THIS PLAT WAS APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO ON THE ____ DAY OF _____, 20__ FOR FILING. THE DEDICATIONS ARE HEREBY ACCEPTED.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, CURBS, GUTTERS, SEWERLINES, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION, EROSION CONTROL, STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVISOR AND NOT THE TOWN OF ELIZABETH. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE ROADWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED AND AFTER THE MAINTENANCE PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS.

THIS ACCEPTANCE DOES NOT GUARANTEE THAT THE SOIL CONDITIONS, SURFACE, GROUNDWATER CONDITIONS, OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED.

 MAYOR TOWN OF ELIZABETH

ATTEST:
 TOWN CLERK

 SIGNATURE

CLEER AND RECORDER'S CERTIFICATE:

STATE OF COLORADO

COUNTY OF ELBERT

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS DAY OF ____ 20__ A.D. AT ____ A.M./P.M. AND WAS RECORDED AT RECEPTION NUMBER ____ BOOK ____ PAGE ____

 SIGNATURE

 COUNTY CLERK AND RECORDER

SURVEYOR'S CERTIFICATION

I, _____, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR BY THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRACT AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON JUNE 11, 2018 BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON THAT MATHEMATICAL CALCULATIONS SHOW AND LESS THAN 1/1000 RECORDING ERROR AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH RECORDING, SUBDIVISION OR SURVEYING OF LAND AND ALL PROVISIONS WITHIN MY CONTROL OF THE TOWN SUBDIVISION REGULATIONS.

I ATTEST THE ABOVE ON THIS ____ DAY OF ____ 20__

 (PRINTED NAME)
 (SCALE)

CLEER AND RECORDER'S CERTIFICATION:

STATE OF COLORADO)
 COUNTY OF ELBERT)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS DAY OF ____ 20__ A.D. AT ____ A.M./P.M. AND WAS RECORDED PER RECEPTION NUMBER ____ BOOK ____ PAGE ____

 ELBERT COUNTY CLERK AND RECORDER

2N CIVIL
 6 Northwest C.E. Suite 115
 Englewood, CO 80112
 303.925.0544
 303.925.0547
 www.2ncivil.com

CLIENT
 ORTAL
 P.O. Box 1000
 Elbert, CO 80120

ISSUED DATE: 6-18-19
 PROJECT NUMBER: 18009
 SHEET 1 OF 2

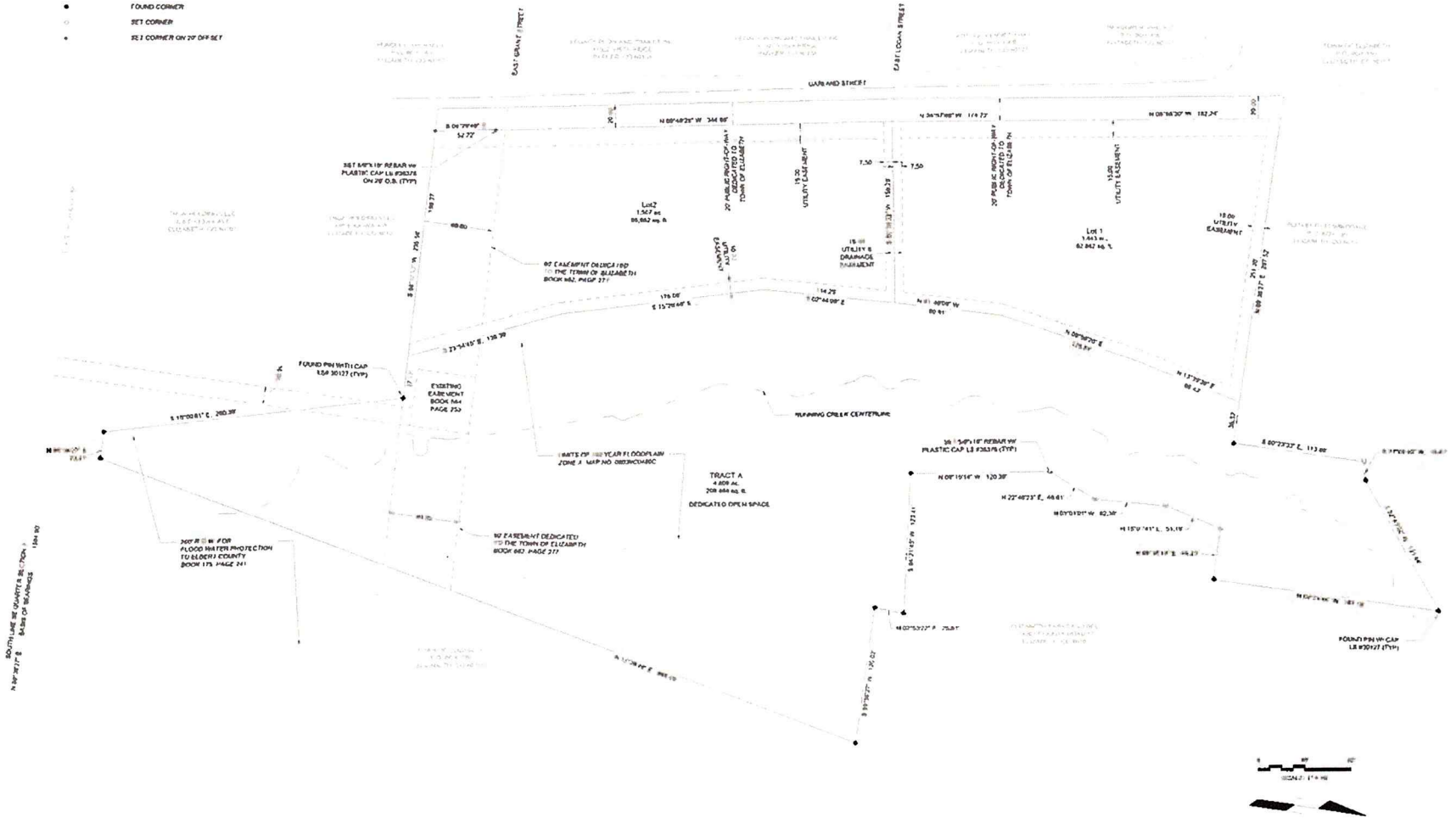
201934 B: 190 P: 423 KLS
 08/06/2019 10:46:13 AM Page: 4 of 32 R 168.00 D
 Dallas Schroeder Recorder, Elbert County, Co

SCARLETT CREEK MINOR SUBDIVISION

A REPLAT OF BROWN MINOR DEVELOPMENT LOT 1

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 3 RANGE 64 WEST OF THE 6TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO

- LEGEND
- EASEMENT
 - BOUNDARY
 - STREET CENTERLINE
 - CREEK CENTERLINE
 - ADJACENT PARCEL (DT, WTS)
 - SECTION CORNER
 - FOUND CORNER
 - SET CORNER
 - RE1 CORNER ON 20' OFF SET



BE CORNER SE
OF SECTION 7

	6 Inverness Ct. E. Suite 125 Englewood, CO 80112 303.925.0544 F 303.925.0547 F www.2ncivil.com	CLIENT OVERTA P.O. BOX 110288 ALDEN, CO 80004	ISSUED DATE: 6-16-19 PROJECT NUMBER: 18008 SHEET 7 OF 7
	BE CORNER SE OF SECTION 7		



**SUBDIVISION AGREEMENT
(Scarlett Creek Minor Subdivision)**

THIS AGREEMENT is made this 13 day of April, 2019 by and between the Town of Elizabeth, Colorado, a statutory municipality (the "Town"), and Doreta Swin (the "Developer").

RECITALS

- A. The Developer is the owner of certain real property located in the Town of Elizabeth known as Scarlett Creek Minor Subdivision, which is more particularly described in Exhibit A, attached hereto and incorporated herein (the "Property").
- B. The Board of Trustees and the Planning Commission of the Town of Elizabeth held all necessary public hearings concerning the plat for the Property. A copy of the final plat is attached hereto as Exhibit B and incorporated herein.
- C. The approvals cited above are contingent upon the express condition that all duties created by this Agreement are faithfully performed by the Developer.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the parties hereto agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by the Developer, upon subdivision of the Property. All conditions contained herein are in addition to any and all requirements of the Town of Elizabeth Subdivision Ordinance and Zoning Ordinance, any and all state statutes, and any other sections of the Elizabeth Municipal Code, and are not intended to supersede any requirements contained therein.
2. **Fees.** The following fees shall be paid to the Town by the Developer.
 - a. The Developer hereby agrees to pay the Town the actual cost to the Town for plan review, engineering review, hydrological and surveying review, prior to and during the development process, and for construction observation, inspection and materials testing during the construction process for public improvements, and for construction observation, inspection and materials testing and electronic deliverable review during the warranty period for public improvements, and for legal services (the "actual costs") rendered in connection with the review of the subdivision of the Property, including related administrative fees not to exceed one hundred fifteen percent (115%) of the actual costs. In addition, the Developer shall reimburse the Town for the costs of making corrections or additions to the master copy of the official Town map and for the fee for recording the final plat and accompanying documents with the Elbert County Clerk and Recorder.



b. The Developer shall pay the impact fees, as established by Town ordinances, in effect at the time this Agreement is executed. The Developer shall pay the foregoing impact fees, if applicable and in effect at the time specified by such ordinances.

c. The Developer acknowledges and agrees that the Town, pursuant to this Agreement, shall be granted construction easement(s) that are reasonably sufficient to complete the public improvements.

3. Specific Conditions. The Developer hereby agrees that:

a. The Developer shall construct, at the Developer's sole cost and expense in accordance with Section 10, those Public Improvements more particularly described in Exhibit C, attached hereto and incorporated herein by this reference;

b. Developer shall dedicate to the Town, free and clear of all liens and encumbrances, a 20-foot strip of property for the expansion of Garland Street along and adjacent to the full length of the Property. Said dedication shall occur within thirty (30) days of the Town's approval of the final plat for the Property;

c. Upon development of either of the lots on the Property, Developer shall connect to the Town's water and sewer main lines within Garland Street. Developer shall submit to the Town a site utility plan depicting such improvements prior to any site plan approval for any portion of the Property;

d. Developer shall dedicate Tract A on the final plat to the Town, subject to the following conditions:

i. The Developer will be required to adhere to the recommendations of the *Weed Management Plan for the Scarlett Creek Development – by Tiglas Ecological Services – dated February 2019* (the "Weed Management Plan") for the entire Scarlett Creek Minor Subdivision which includes Lot 1, Lot 2, the Garland Street Right of Way, and Tract A, for a period of time of two (2) years from plat recordation and as identified below;

ii. Noxious weeds as identified in the Weed Management Plan shall be eradicated in accordance with the Weed Management Plan prior to grading, and in any event no later than six (6) months from the recordation of the Final Plat;

iii. Developer shall not strip the site as an acceptable means of such eradication;

iv. Following initial eradication procedures, Tiglas Ecological Services or another qualified environmental specialist as approved by the Town, shall provide a field reconnaissance of the Property to determine if eradication methods were successful or additional work is required, and a report shall be prepared specifying what, if any, additional work shall be required by the Developer;



v. Grading shall be allowed in those areas which have been cleared of the noxious weeds, as confirmed by the environmental specialist; and

vi. A final field reconnaissance of the Property shall be completed two (2) years from the date of recordation of the Final Plat.

e. Developer shall obtain a Stormwater Discharge Permit from the State of Colorado prior to the issuance by the Town of a grading permit for the Property.

4. Title Policy. A title commitment for the Property shall be provided to the Town. The title commitment shall show that all property to be dedicated to the Town is, or shall be, subsequent to the execution and recording of the final plat, free and clear of all liens and encumbrances (other than real estate taxes which are not yet due and payable), which would make the dedications unacceptable as the Town, in its sole discretion, determines. The title policy evidenced by the title commitment shall be provided thirty (30) days after the recording of the final plat.

5. Breach by the Developer: the Town's Remedies. In the event of a breach of any of the terms and conditions of this Agreement by the Developer (a "Default"), the Developer and Board of Trustees shall be notified in writing of the conditions of such Default and the Town may take such action, as permitted and/or authorized by law, this Agreement or the ordinances of the Town, as the Town deems necessary to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the citizens of the Town from hardship and undue risk resulting from a Default. The remedies include, but are not limited to:

a. The refusal to issue any building permit or certificate of occupancy;

b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;

c. A demand that the security given for the completion of the public improvements be paid or honored; or

d. Any other remedy available at law.

Unless necessary to protect the immediate health, safety, and welfare of the Town, or to protect the interest of the Town with regard to security given for the completion of the public improvements, the Town shall provide the Developer thirty (30) days' written notice of its intent to take any action under this paragraph, unless the Town in writing designates a longer cure period reasonably requested by Developer, during which period the Developer may cure the breach described in the notice and prevent further action by the Town.

6. Public Improvements and Warranty. All drainage structures, paved streets, including sidewalks, curbs, gutters and slope easements, and necessary appurtenances, as shown on the final plat, landscape plans and the associated construction documents (the "Public Improvements"), as approved by the Director of Public Works of the Town, shall be installed and completed at the expense of the Developer and dedicated and/or conveyed to the Town. The Public

Improvements required by this Agreement and shown on the final plat, as well as associated construction documents approved by the Director of Public Works of the Town and the costs of these Public Improvements, are set forth on Exhibit C, attached hereto and incorporated herein. All Public Improvements covered by this Agreement shall be made in accordance with the final plat and associated construction documents drawn according to regulations and construction standards for such improvements and approved by the Director of Public Works of the Town.

The Developer shall warrant any and all Public Improvements, which are conveyed to the Town, pursuant to this Agreement, for a period of two (2) years from the date the Town's Director of Public Works grants probationary acceptance of the Public Improvements, as approved by the Town. The warranty period shall extend to the date final acceptance is granted in writing by the Town's Director of Public Works. The Developer shall be responsible for scheduling the necessary inspections for probationary and final acceptance. Specifically, but not by way of limitation, the Developer shall warrant the following:

- a. That the title conveyed shall be marketable and its transfer rightful;
- b. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- c. Any and all facilities so conveyed shall be in conformity with the Town's specifications in effect as of the date of this Agreement and shall be free of defects in materials or workmanship for a period of two (2) years, as stated above, including, but not limited to, cracks, breakage, settling, or other deterioration of the Public Improvements, no matter the cause, for a period of two (2) years, as stated above.

The Town will accept for maintenance all Public Improvements after the warranty period has expired, provided all warranty work has been completed. The Town shall accept for snow removal purposes only all dedicated public streets after probationary acceptance has been granted in writing by the Town's Director of Public Works. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Town's specifications in effect as of the date of this Agreement, prior to final acceptance.

7. Observation. The Town shall have the right to make reasonable engineering observations at the Developer's expense, as the Town may request. Observation, acquiescence in, or approval by any engineering inspector of the construction of physical facilities at any particular time shall not constitute the approval by the Town of any portion of the construction of such Public Improvements. Such approval shall be made by the Town only after completion of construction and in the manner hereinafter set forth.

8. Completion of Public Improvements. The obligations of the Developer provided for in paragraph 6 of this Agreement, including the inspections hereof, shall be performed on or before April 23, 2020. Upon completion of construction by the Developer of such Public Improvements, the Town's Director of Public Works or his designee shall inspect the Public Improvements and certify, with specificity, their conformity or lack thereof to the Town's specifications in effect as of the date of this Agreement. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Town's specifications in

effect as of the date of this Agreement. Once approved by the Town's Director of Public Works, the Town shall accept said Public Improvements upon conveyance, pursuant to paragraph 10; provided, however, the Town shall not be obligated to accept the Public Improvements until the actual costs described in paragraphs 2.a. and b. of this Agreement are paid in full by the Developer.

9. Related Costs – Public Improvements. The Developer shall provide all reasonably necessary engineering designs, surveys, field surveys and incidental services related to the construction of the Public Improvements, at its sole cost and expense, including reproducible "as built" drawings certified accurate by a professional engineer registered in the State of Colorado.

10. Improvements to be the Property of the Town. All Public Improvements for roads, concrete curbs and gutters, storm sewers, and drainage improvements accepted by the Town shall be dedicated to the Town and warranted for a period of two (2) years following probationary acceptance by the Town, as provided above. Upon completion of construction and conformity with the final plat and associated construction plans, and any properly approved changes, the Developer shall convey to the Town, by bill of sale, all installed physical facilities.

11. Performance Guarantee. In order to secure the construction and installation of the Public Improvements, the Developer shall, no later than ninety (90) days after the execution of this Agreement, furnish to the Town, at the Developer's or the Developer's assignee's expense, with the performance guarantees described herein. The Town shall record the final plat in the real estate records of Elbert County, which recording shall occur upon written notice from the Developer of the scheduled closing with the entity that is posting the security. The performance guarantees shall be in the form of cash or an irrevocable letter of credit in which the Town is designated as beneficiary, in an amount equal to one hundred ten percent (110%) of the estimated costs of the Public Improvements to be constructed and installed, as set forth in Exhibit C, to secure the performance and completion of the Public Improvements (the "Performance Guarantees"). The Developer agrees that approval of the final plat by the Town is contingent upon the Developer's provision of Performance Guarantees to the Town within ninety (90) days of the execution of this Agreement, in the amount and form provided herein, and the failure of the Developer to provide a Performance Guarantees to the Town, in the manner provided herein, shall negate the Town's approval of the final plat. Letters of credit shall be substantially in the form and content set forth in **Exhibit D-1**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The cash shall be paid to the Town according to the terms and conditions of the "Financial Guarantee," which shall be substantially in the form and content set forth in **Exhibit D-2**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The Developer shall not start the construction of any public or private improvement on the Property, including, but not limited to, staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the Town has received and approved the Performance Guarantees. The Developer shall provide two (2) Performance Guarantees for the Public Improvements, with the landscaping improvements set forth on Exhibit C being subject to a separate performance guarantee from the remainder of the Public Improvements,

The estimated costs of the Public Improvements shall be a figure mutually agreed upon by the Developer and the Town's Director of Public Works, as set forth in Exhibit C. If, however, they are unable to agree, the Town's Director of Public Works' estimate shall govern after giving



consideration to information provided by the Developer, including, but not limited to, construction contracts and engineering estimates. The purpose of the cost estimate is solely to determine the amount of security. No representations are made as to the accuracy of these estimates and the Developer agrees to pay the actual costs of all such Public Improvements.

The estimated costs of the Public Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimates on an annual basis. Adjusted cost estimates will be made according to changes in the Construction Costs Index, as published by the Engineering News Record. If the Town adjusts the cost estimate for the Public Improvements, the Town shall give written notice to the Developer. The Developer shall, within thirty (30) days after receipt of said written notice, provide the Town with new or amended Performance Guarantees in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with new or amended Performance Guarantees, the Town may exercise the remedies provided for in paragraph 5 of this Agreement; provided, however, that prior to increasing the amount of additional security required, the Town shall give credit to the Developer for all required Public Improvements which have actually been completed so that the amount of security required at any time shall relate to the cost of required Public Improvements not yet constructed.

In the event the Public Improvements are not constructed or completed within the period of time specified by paragraph 8 of this Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the Performance Guarantees to complete the Public Improvements called for in this Agreement. In the event the letter of credit is to expire within fourteen (14) calendar days and the Developer has not yet provided a satisfactory replacement, the Town may draw on the letter of credit, and either hold such funds as security for performance of this Agreement, or spend such funds to finish the Public Improvements or correct problems with the Public Improvements, as the Town deems appropriate.

Upon completion of performance of the Public Improvements within the required time and probationary acceptance granted by the Town's Public Works Director, the Developer shall issue an irrevocable letter of credit to the Town in the amount of twenty percent (20%) of the total cost of construction and installation of the Public Improvements, which shall replace the letter of credit then held by the Town, to be held by the Town during the two-year warranty period or in the alternative, if the Performance Guarantees held by the Town are cash, the Town will reduce the cash amount to twenty percent (20%) of the total cost of construction and installation of the Public Improvements, to be held by the Town during the two-year warranty period. Upon the Town's final acceptance of the Public Improvements, the Performance Guarantee shall be returned to the entity that posted such security. If the Public Improvements are not completed within the required time, the monies may be used to complete the improvements.

12. Nuisance Conditions. The Developer agrees to prevent the existence of any nuisances by way of its construction activities, as the same are defined by the Elizabeth Municipal Code. In the event the authorized inspector/designated Town authority determines that a nuisance exists, the Developer shall be subject to the provisions set forth in the Elizabeth Municipal Code regarding the abatement of nuisances and the cost assessed for the abatement thereof.

In addition to the provisions above, if the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the Town, the Town may, upon thirty (30) days' notice under this Agreement, exercise the right to draw upon the performance guarantees specified in paragraph 11 of this Agreement. The Town may draw on the performance guarantees in order to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Elizabeth Municipal Code. The Town may exercise this right in addition to, or in lieu of, the withholding of permits and/or the withholding of certificates of occupancy. The right to draw on the performance guarantee shall be subject to the sole discretion of the Town, provided the Developer has received thirty (30) days' notice, as provided herein.

The Town Planning Department and Public Works Department shall be authorized to cease processing any land use or permit applications submitted by the same developer for the property that is contained within the same Planned Unit Development, until the nuisance is abated. This shall include, but not be limited to, acceptance of applications, sending referrals, scheduling meetings or hearings, or conducting reviews of projects.

13. Indemnification. The Developer shall indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from, or on account of, any act or omission of the Developer, or of any other person or entity for whose act or omission the Developer is liable, with respect to construction of the Public Improvements; and the Developer shall pay any and all judgments rendered against the Town as the result of any suit, action or claim, together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim.

Prior to the conveyance to the Town, the Developer shall pay all property taxes on the Property dedicated to the Town, and shall indemnify and hold harmless the Town for any property tax liability prior to such conveyance.

The Developer shall require that all contractors and other employees engaged in construction of Public Improvements shall maintain adequate workers' compensation insurance and public liability coverage and shall faithfully comply with the provisions of the Federal Occupational Safety and Health Act.

14. Waiver of Defects. In executing this Agreement, the Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on the Developer, as set forth herein, and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement.

15. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

16. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents, or their designees, except in accordance with the Elizabeth Municipal Code and the laws of the State of Colorado.

17. **Captions.** The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

18. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, as the case may be.

19. **Invalid Provision.** If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto, that if any provision of this Agreement is capable of two (2) constructions, one of which would render the provision void, and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

20. **Governing Law.** The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Elbert County, Colorado.

21. **Attorney Fees.** Should this Agreement become the subject of litigation to resolve a claim of default of performance by the Developer and a court of competent jurisdiction determines that the Developer was in default in the performance of the Agreement, the Developer shall pay the attorney fees, expenses and court costs of the Town.

22. **Notice.** All notice required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address, as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

Notice to the Town: Town of Elizabeth
 Attn: Town Administrator
 151 S. Banner Street
 Elizabeth, Colorado 80107

With copy to: Corey Y. Hoffmann, Esq.
 Hoffmann, Parker, Wilson & Carberry, P.C.
 511 16th Street, Suite 610
 Denver, Colorado 80202

Notice to Developer:

With Copies to:

23. Force Majeure. Whenever the Developer is required to complete the construction, repair or replacement of the Public Improvements by an agreed deadline, the Developer shall be entitled to an extension of time equal to a delay in completing the foregoing, due to unforeseeable causes beyond the control and without the fault or negligence of the Developer, including, but not limited to, acts of God, weather, fires and strikes.

24. Approvals. Whenever approval or acceptance of the Town is necessary, pursuant to any provision of this Agreement, the Town shall act reasonably and in a timely manner in responding to such request for approval or acceptance.

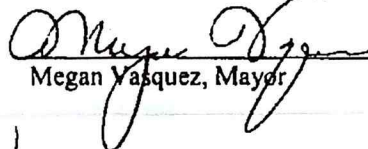
25. Assignment or Assignments. Developer shall have the right to assign its obligations under this Agreement to any homebuilder, developer or other successor owner who purchases the Property from Developer. In the event of such assignment, the Developer shall provide evidence of assignment to the Town. The Developer agrees to provide the Town with at least fourteen (14) days' advance written notice of the transfer or assignment of any of the rights and obligations of the Developer under this Agreement.

26. Recording of Agreement. This Agreement shall be recorded in the real estate records of Elbert County and shall be a covenant running with the Property, in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.


27. Title and Authority. The Developer expressly warrants and represents to the Town that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individuals, that the undersigned individuals have full power and authority to enter into this Subdivision Agreement. The Developer and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF ELIZABETH, COLORADO


Megan Vasquez, Mayor

ATTEST:


Michelle M. Oeser, Town Clerk

APPROVED AS TO FORM:


Corey Y. Hoffmann, Town Attorney



WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF ELIZABETH, COLORADO

By: _____
Megan Vasquez, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney

DEVELOPER: [COMPANY NAME] *Omerta 3WHD*
By: *[Signature]* El. jah Ochoa, *President*
[Name, title]

STATE OF COLORADO)
)ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 22 day of April, 2019 by El. Ochoa, as President of Omerta Creek.

My commission expires: 1-23-23

SEAL

[Signature]

Notary Public

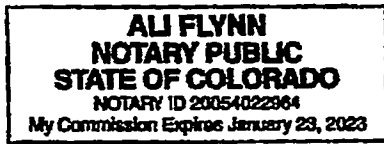
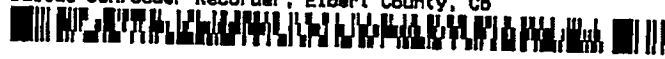




EXHIBIT A



Property Description

A PARCEL OF LAND BEING LOT 1, BROWN MINOR DEVELOPMENT, RECEPTION NO. 452259, BOOK 12
PAGE 96.

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 8, RANGE 64 WEST OF THE 6TH PRINCIPLE
MERIDIAN, TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO.



EXHIBIT B

SCARLETT CREEK MINOR SUBDIVISION

A REPLAT OF BROWN MINOR DEVELOPMENT LOT 1

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 64 WEST OF THE 8TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO
2 LOTS, 1 TRACT ON 8.09 TOTAL ACRES

PROPERTY DESCRIPTION:

A PARCEL OF LAND BEING LOT 1, BROWN MINOR DEVELOPMENT, RECEPTION NO. 1472, 8.09 ACRES IN THE
LOCATION IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 64 WEST OF THE 8TH PRINCIPLE MERIDIAN, TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO

OWNERSHIP AND DEDICATION STATEMENT:

THE UNDERSIGNED BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN HAVE LAID OUT, SURVEYED AND PLATTED SAID LAND INTO LOTS, TRACTS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND STYLE OF SCARLETT CREEK MINOR SUBDIVISION. THE UTILITY EASEMENTS AS 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 ACCESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. ALL STREETS AND RIGHTS OF WAY, SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF ELIZABETH, COLORADO, IN FEE SIMPLE ABSOLUTELY, FOR PUBLIC USES AND PURPOSES.

SIGNATURE

OWNER/MORTGAGEE
BY _____
TITLE _____

ATTEST
SECRETARY _____
SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____ 20____ BY _____
WITNESS MY HAND AN OFFICIAL SEAL

NOTARY PUBLIC: _____
MY COMMISSION EXPIRES: _____

TITLE VERIFICATION

I, _____ ALLIANT NATIONAL TITLE INSURANCE COMPANY DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATORS, FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

(NOTARIZED SIGNATURE)
DATE _____ COMPANY NAME _____



- GENERAL NOTES:**
1. BASIS OF BEARING: CONSIDERING THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 7 TO HAVE AN ASSUMED BEARING OF N 89° 57' 00" W AND MONUMENTED AS SHOWN HEREON.
 2. THIS PROPERTY IS SUBJECT TO RECREATIONAL, RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD OR IN PLACE.
 3. THIS SURVEY IS BASED ON EXISTING MONUMENTS FOUND IN PLACE AS SHOWN DOCUMENTS OF RECORD AND THE TITLE COMMITMENT PROVIDED BY THE CLIENT.
 4. DATE OF SURVEY WAS APRIL 2014
 5. THE LOTS OF THIS SUBDIVISION SHALL BE BUILT UPON OR ANY IMPROVEMENTS, UNLESS NOTED WITHIN A LOT, DATE A SITE PLAN IS REVIEWED AND APPROVED BY THE TOWN OF ELIZABETH.
 6. TRACT IS HEREBY DEDICATED TO THE TOWN OF ELIZABETH.
 7. CURRENT ZONING IS COMMERCIAL MEDICAL PLANS.

LAND USE CATEGORY	AREA ACRES +/-	PRIORITY USES	SECONDARY USES	OWNER	MAINTENANCE RESPONSIBILITY
LAND DEDICATION COMMERCIAL (1) 1	1.00	COMMERCIAL DEVELOPMENT	LANDSCAPING, DRAINAGE, UTILITIES	PRIVATE	TOWN OF ELIZABETH
COMMERCIAL (1) 2	1.00	COMMERCIAL DEVELOPMENT	LANDSCAPING, DRAINAGE, UTILITIES	PRIVATE	TOWN OF ELIZABETH
TRACT A	4.09	DEDICATED OPEN SPACE	EASEMENTS AS SHOWN	TOWN OF ELIZABETH	TOWN OF ELIZABETH
TOTAL	6.09				

BOARD OF TRUSTEES:

THIS PLAT WAS APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO, ON THE _____ DAY OF _____ 20____ FOR FILING. THE DEDICATIONS ARE HEREBY ACCEPTED.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES (PAVED LANAROAD CURBS, UTILITY SIDEWALKS, ROAD LIGHTS, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED) SHALL BE THE RESPONSIBILITY OF THE SUBDIVISION AND NOT THE TOWN OF ELIZABETH. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE HIGHWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED AND AFTER THE WARRANTY PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS.

THIS ACCEPTANCE DOES NOT GUARANTEE THAT THE SUBDIVISION'S SUBSURFACE GEOMETRY COMPLEMENTS CONDITIONS OF TYPICAL CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED.

MAYOR TOWN OF ELIZABETH
ATTEST: _____
TOWN CLERK SIGNATURE

CLERK AND RECORDERS CERTIFICATE
STATE OF COLORADO
COUNTY OF ELBERT

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS DAY OF _____ 20____ AT _____ A.M./P.M. AND WAS RECORDED AT RECEPTION NUMBER _____ BOOK _____ PAGE _____

SIGNATURE _____
COUNTY CLERK AND RECORDER

SURVEYOR'S CERTIFICATION:

I, _____ A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRACTS AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON APRIL 15, 2014 BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL IMPROVEMENTS EXIST AS SHOWN HEREON THAT MATHEMATICAL CLOSENESS ERRORS ARE LESS THAN 1/1000 OF EACH SIDE AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO REGARDING SURVEYING, SUBDIVISIONS OR SURVEYS OF LAND AND ALL PROVISIONS WITHIN MY CONTROL OF THE TOWN SUBDIVISION REGULATIONS.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____ 20____

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
PRINTED NAME _____
(SCALE)

CLERK AND RECORDERS CERTIFICATION
STATE OF COLORADO
COUNTY OF ELBERT

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS DAY OF _____ 20____ AT _____ A.M./P.M. AND WAS RECORDED AT RECEPTION NUMBER _____ BOOK _____ PAGE _____

SIGNATURE _____
COUNTY CLERK AND RECORDER

2N CIVIL
6 Inverness Ct. E. Suite 115
Englewood, CO 80112
303.925.0544
303.925.0547
www.2ncivil.com

CLIENT
OMERTA

ISSUED DATE: 4-16-14
PROJECT NUMBER: 18008
SHEET 1 OF 2

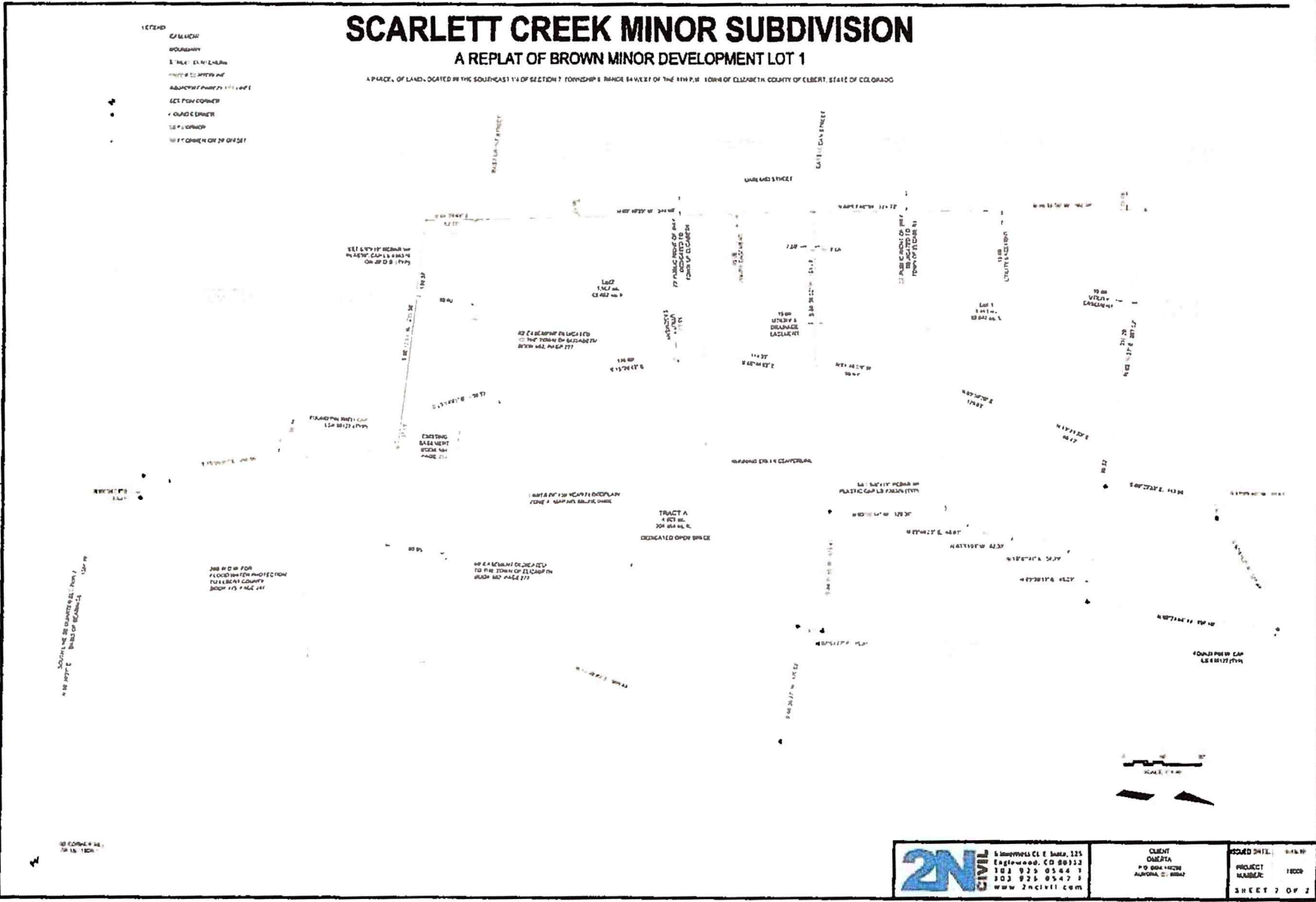
587694 B : 796 P : 429 RES
08/06/2019 10:46:13 AM Page: 19 of 32 R 188.00 D
Dallas Schroeder Recorder, Elbert County, Co

SCARLETT CREEK MINOR SUBDIVISION

A REPLAT OF BROWN MINOR DEVELOPMENT LOT 1

A PARCEL OF LAND, LOCATED IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 6 RANGE 64 WEST OF THE 10TH P.M. TOWN OF ELBERT COUNTY OF COLORADO

- LEGEND
- BOUNDARY
 - 1/4" = 100' DIMENSION
 - ADJACENT PROPERTY (1/4" = 100')
 - SET POINT CORNER
 - ROAD CORNER
 - SET CORNER
 - SET CORNER OF 20' OFFSET



	5000 W. 14th St., Suite 115 Englewood, CO 80112 303.925.0544 www.2ncivil.com	CLIENT: OMBRA P.O. BOX 14228 ALBUQUERQUE, NM 87114	ISSUED DATE: 8/1/19 PROJECT NUMBER: 18020 SHEET 2 OF 2
	[Handwritten signature/initials]		



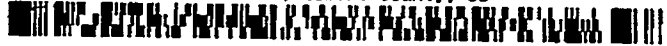
EXHIBIT C

Town of Elizabeth GESC Permit

Cost Opinion Spreadsheet

Jan-19

BMP No.	BMP	ID	Unit	Installation Unit Cost	Quantity	Cost
1	Check Dam	CD	LF	\$ 24.00		\$ -
2	Compost Blanket	CB	SF	\$0.36		\$ -
3	Compost Filter Berm	CFB	LF	\$ 2.00		\$ -
4	Concrete Washout Area	CWA	EA	\$ 100.00	1	\$ 100.00
5	Construction Fence	CF	LF	\$ 2.00		\$ -
6	Construction Markers	CM	LF	\$ 0.20		\$ -
7	Dewatering	DW	EA	\$ 600.00		\$ -
8	Diversion Ditch	DD	LF	\$ 1.60		\$ -
9	Erosion Control Blanket	ECB	SY	\$ 5.00	6738	\$ 33,690.00
10	Inlet Protection	IP	LF	\$ 20.00	22	\$ 440.00
11	Reinforced Check Dam	RCD	LF	\$ 36.00		\$ -
12	Reinforced Rock Berm	RRB	LF	\$ 9.00		\$ -
13	RRB for Culvert Protection	RRC	LF	\$ 9.00		\$ -
14	Sediment Basin	SB	AC	\$ 1,100.00		\$ -
15	Sediment Control Log	SCL	LF	\$ 2.00	727	\$ 1,454.00
16	Sediment Trap	ST	EA	\$ 600.00		\$ -
17	Seeding and Mulching	SM	AC	\$ 2,500.00	2.8	\$ 7,000.00
18	Silt Fence	SF	LF	\$ 2.00	1155	\$ 2,310.00
19	Stabilized Staging Area	SSA	SY	\$ 2.00		\$ -
20	Surface Roughening	SR	AC	\$ 600.00		\$ -
21	Temporary Slope Drain	TSD	LF	\$ 30.00		\$ -
22	Temporary Stream Crossing	TSC	EA	\$ 1,000.00		\$ -



23	Terracing	TER		\$ -		\$ -
24	Vehicle Tracking Control	VTC	EA	\$ 1,000.00	1	\$ 1,000.00
25	VTC with Wheel Wash	WW		\$ -		\$ -
26	Temporary Batch Plant Restoration		AC	\$ 5,000.00		\$ -
27	Maintenance*		Month	\$ 2,500.00	1	\$ 2,500.00

TOTAL \$ 48,494.00

* - minimum one month required and Total number of Months shall correspond with project acceptance and closeout as defined and estimated within the Early Grading Agreement with the Town.

EXHIBIT D-1



FORM- IRREVOCABLE LETTER OF CREDIT

Issuing Bank's Letterhead

Irrevocable Letter of Credit

Issuing Bank: [Type in bank name.]
Letter of Credit No.: [Type letter of credit
number.]
Amount: [Type in aggregate amount.]

Issuance Date: [Type loc issuance date.]
Expiry Date: [Type loc expiration date.]
Name of Developer: [Type in name of
developer.]

Town of Elizabeth
[Address]

Attention: Mayor and Town Attorney

Ladies and Gentlemen:

We hereby establish this Irrevocable Letter of Credit in your favor for an amount up to the aggregate sum of \$_____ U.S. Dollars.

Funds under this credit are available to you by your draft or drafts drawn at sight on us containing the number of this Letter of Credit, as set forth above, in the Form of Sight Draft attached hereto as Exhibit I and incorporated by this reference. Partial drawings are permitted. The amount of the funds available under this Letter of Credit may not be reduced, except by payment of drafts drawn hereunder, or pursuant to written authorization given to us by the Town. The sole condition for payment of any draft under this Letter of Credit is that the draft be accompanied by a letter, on the Town's letterhead, signed by the Mayor or designee, stating that one or more of the following conditions exist:

a. The Town has determined that the Developer is in default of its obligations under that certain [type in "agreement" or "permit"], to secure the performance of the [type in the name and date of the agreement, such as "Subdivision Improvements Agreement between the Town and Developer" and the name of the project, or "Development Agreement between the Town and Developer" and the name of the project] or [for permit, type in the name of the project];

or

b. That the expiry date of this Irrevocable Letter of Credit is less than fourteen (14) days from the date of the Mayor or designee's letter and the Developer has not provided the Town with a replacement letter of credit in an amount and form acceptable to the Town to secure the performance of the [type in name of the agreement] or [for permit, type in the name of the project] described herein.

EXHIBIT 1

FORM OF SIGHT DRAFT

Date: _____

At sight, pay to the order of Town of Elizabeth _____
Dollars
(\$ _____), for value received and charge to the account of *[name of Developer]*.

Drawn under Letter of Credit No _____
[type letter of credit issuance date].

To: *[name of Issuing Bank]* _____, Town of Elizabeth, beneficiary,
[Address of Issuing Bank] _____

By: *[type Mayor or designee]*

EXHIBIT D-2

FINANCIAL GUARANTEE AGREEMENT

THIS FINANCIAL GUARANTEE AGREEMENT (the "Agreement") is entered into this _____ day of _____, 20____, by and between the Town of Elizabeth, Colorado, a statutory _____ municipality (the "Town"), and _____ (the "Developer").

RECITALS

WHEREAS, the Town and the Developer have entered into a certain Subdivision Agreement (the "Subdivision Agreement") dated _____, 20____, concerning that certain real property known as _____, which is more particularly described in Exhibit A, which is attached to the Subdivision Agreement (the "Property"); and

WHEREAS, pursuant to the Subdivision Agreement, the Developer has agreed to install and complete at its expense certain Public Improvements (as that term is defined in the Subdivision Agreement) on the Property and to provide the Town with a financial guarantee, in an amount equal to one-hundred ten percent (110%) of the costs of the Public Improvements naming the Town as the designated beneficiary, to secure the performance and completion of the Public Improvements.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged and confessed, the parties hereto covenant and agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide for a financial guarantee to the Town for the performance and completion of the Public Improvements described in the Subdivision Agreement and, accordingly, to supplement the terms and conditions of the Subdivision Agreement. Defined terms within the Subdivision Agreement shall have the same meaning when used herein.

2. **Financial Guarantee.** In order to secure the performance and completion of the Public Improvements, the Developer agrees to deposit with the Town the sum of _____ Dollars (\$ _____), which represents one hundred ten percent (110%) of the estimated cost of the Public Improvements (the "Financial Guarantee Funds"). All Financial Guarantee Funds shall be deposited in the Town's General Fund. The Town shall not be required to pay the Developer any interest on the Financial Guarantee Funds.

The estimated costs of the Public Improvements shall be a figure mutually agreed upon by the Developer and the Town's Director of Public Works. If, however, they are unable to agree, the Director of Public Works' estimate shall govern after giving consideration to information provided by the Developer, including, but not limited to, construction contracts and engineering estimates. The purpose of the cost estimate is solely to determine the amount of the Financial Guarantee. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the actual costs of all such Public Improvements.



The estimated costs of the Public Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimate prior to the issuance of any grading permit for the Property and on an annual basis thereafter. Adjusted cost estimates will be made according to changes in the Construction Costs Index as published by the *Engineering News Record* or based upon actual construction bids, as determined by the Town in the exercise of its sole discretion. If the Town adjusts the cost estimate for the Public Improvements, the Town shall give written notice to the Developer. The Developer shall, within thirty (30) days after receipt of said written notice, provide the Town with new funds in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with additional Financial Guarantee Funds, the Town may exercise the remedies provided for in paragraph 5 of the Subdivision Agreement; provided, however, that prior to increasing the amount of additional Financial Guarantee Funds required, the Town shall give credit to the Developer for all required Public Improvements which have actually been completed so that the amount of Financial Guarantee Funds required at any time shall relate to the cost of required Public Improvements not yet constructed.

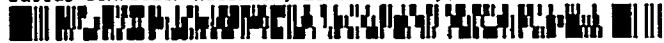
3. Release of Financial Guarantee Funds.

a. The Developer intends to enter into several different contracts with different contractors to install the Public Improvements. It is the intent of the parties hereto that Financial Guarantee Funds will be released as work is completed on each individual contract. In the event the Public Improvements are not constructed or completed within the period of time specified by paragraph 8 of the Subdivision Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the Financial Guarantee Funds to complete the Public Improvements called for in this Agreement.

b. The Financial Guarantee Funds are to be used solely and exclusively for the completion of the Public Improvements or as provided in paragraph 12 of the Subdivision Agreement. The Town will disburse up to ninety percent (90%) of the estimated cost of the Public Improvements as progress payments according to the schedule of values attached as **Exhibit 1** and incorporated by this reference (the "Schedule of Values"), upon the Developer's satisfaction of the following draw requirements:

1. The Developer delivers an application to the Town (which includes a certification signed by the Developer of the percentage of the total Public Improvements completed according to the Schedule of Values), which application will be made no more than once per month and shall be tied to progress toward the completion of the Public Improvements, as identified in the application (the "Application").

2. Upon receipt of the Application, the Town shall have thirty (30) calendar days within which to provide written acknowledgement from the Public Works Director or designee of the Town that the Application may be paid, partially paid, or denied. The Town's affirmation and payment will not constitute approval by the Town of the completion and/or acceptance of Public Improvements, or any portion thereof. Such acknowledgement shall not be unreasonably denied or withheld by the Town and shall be given if the Public Improvements described in the Application are completed in accordance with the construction plans approved by the Town.



3. The Town shall have no obligation to provide probationary acceptance of the Public Improvements until all of the Public Improvements are completed and all deficiencies, of any type, including, but not limited to, maintenance, materials or workmanship, that are identified by the Public Works Director at the final inspection are corrected (regardless of the cause of the deficiency).

4. Upon the Town's probationary acceptance of the Public Improvements, the Developer has the option of substituting a letter of credit for twenty percent (20%) of the cost of the Public Improvements that the Town is holding for the two-year warranty period, as described in the Subdivision Agreement, in a form and from a financial institution acceptable to the Town.

c. That portion of the Financial Guarantee Funds which represents twenty percent (20%) of the estimated costs of the Public Improvements shall be retained by the Town during the two-year warranty period described in the Subdivision Agreement. At the end of the warranty period and upon final acceptance by the Town, the remaining Financial Guarantee Funds shall be released to the Developer. The Town may draw on the Financial Guarantee Funds during the warranty period to correct any problems with the Public Improvements which have not been corrected by the Developer, as provided by the Subdivision Agreement.

4. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

5. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees, except in accordance with the Elizabeth Municipal Code and the laws of the State of Colorado.

6. Captions. The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns as the case may be.

8. Invalid Provision. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two (2) constructions, one of which would render the provision void, and the other which would render the provision valid, then the provisions shall have the meaning which renders it valid.

9. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Elbert County, Colorado.

10. Notice. All notices required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to



the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

Notice to the Town: Town of Elizabeth
Attn: Town Administrator
PO Box 159
Elizabeth, Colorado 80107

With a copy to: Corey Y. Hoffmann, Esq.
Hoffmann, Parker, Wilson & Carberry, P.C.
511 16th Street, Suite 610
Denver, Colorado 80202

Notice to Developer: _____

With a copy to: _____

11. Assignment or Assignments. There shall be no transfer or assignment of any of the rights or obligations of the Developer under this Agreement without the prior written approval of the Town. The Developer agrees to provide the Town with at least fourteen (14) days' advance written notice of the transfer or assignment of any of the rights and obligations of the Developer under this Agreement.

12. Title and Authority. The Developer expressly warrants and represents to the Town that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individual(s) that the undersigned individuals(s) has or have full power and authority to enter into this Financial Guarantee Agreement. The Developer and the undersigned individual(s) understand that the Town is relying on such representations and warranties in entering into this Agreement.

13. Conflict with Subdivision Agreements. In the event there is a conflict between the language contained within the Financial Guarantee Agreement and the language contained within the Subdivision Agreement, the language contained in the Subdivision Agreement shall control.

RESOLUTION 25R05

**A RESOLUTION APPROVING THE FIRST AMENDMENT TO
SUBDIVISION AGREEMENT FOR THE SCARLETT CREEK MINOR
SUBDIVISION**

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO AS FOLLOWS:

Section 1. The First Amendment to Subdivision Agreement for the Scarlett Creek Minor Subdivision between the Town of Elizabeth and Aprilia Properties, Inc./Scarlett Creek Minor, attached hereto as **Exhibit A**, is hereby approved, and the Mayor is authorized to execute the same on behalf of the Town.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2025, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Angela Ternus, Mayor

ATTEST

Michelle M. Oeser, Town Clerk

FIRST AMENDMENT TO SUBDIVISION AGREEMENT

THIS FIRST AMENDMENT TO SUBDIVISION AGREEMENT (the "First Amendment") is made this 23 day of December, 2024, by and between the Town of Elizabeth, Colorado, a municipal corporation (the "Town"), and Aprilia Properties, Inc./Scarlett Creek Minor (the "Developer").

RECITALS:

- A. The Developer is the new owner of certain real property located in the Town of Elizabeth known as the Scarlett Creek Minor Subdivision, which is more particularly described in **Exhibit A**, attached hereto and incorporated herein (the "Property").
- B. The Town and the Developer's predecessor in interest entered into that Subdivision Agreement dated April 23, 2019 (the "Original Agreement")
- C. The parties desire to assign and amend the Original Agreement as set forth below.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the parties hereto agree as follows:

1. Section 3, subsection d. of the Original Agreement is hereby deleted, and is hereby determined to have been completed, and fully accepted by the Town. Developer is released from the warranty of these improvements. Section 3, subsection e. of the original agreement is hereby deleted.
2. The Town and Developer hereby agree and acknowledge that the Public Improvements secured by the Original Agreement have been completed, and therefore to the extent the Town has retained security as a Performance Guarantee under the Original Agreement, such Performance Guarantee may be returned to the Developer.
3. The Town acknowledges notice of the assignment of the Original Agreement, as amended by this First Amendment, pursuant to Section 25 of the Original Agreement.
4. Except as specifically amended by this First Amendment, the Original Agreement remains in full force and effect and is hereby ratified by the Town and the Developer.

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF ELIZABETH, COLORADO

By: _____
Angela Ternus, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney

DEVELOPER

By: _____
[Signature]

STATE OF COLORADO)
)ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 23rd day of December,
2024, by Elijah Ochoa, as Presiden/Owner of Aprilia Properties, Inc/Scarlett Creek Minor-Developer

My commission expires: 9/27/25

(SEAL) *[Signature]*
Notary Public



36/034 B: 130 P: 423 RES
 08/08/2019 10:46:13 AM Page: 3 of 32 R 168.00 D
 Dallas Schroeder Recorder, Elbert County, Co

SCARLETT CREEK MINOR SUBDIVISION

A REPLAT OF BROWN MINOR DEVELOPMENT LOT 1

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 6 RANGE 64 WEST OF THE 8TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO
 2 LOTS, 1 TRACT ON 8.09 TOTAL ACRES

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING (2) A BROWN MINOR DEVELOPMENT RECEPTION NO PLANS, BOOK 22 PAGE 26.
 (2) A PARCEL OF LAND BEING (1) TRACT (1) COMMERCIAL DEVELOPMENT ON THE 8TH PRINCIPLE MERIDIAN TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO

OWNERSHIP AND DEDICATION STATEMENT

THE UNDERSIGNED BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF TRUSTS AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN HAVE LAID OUT, SURVEYED AND PLATTED SAID LANDS INTO (1) TRACTS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND STYLE OF SCARLETT CREEK MINOR SUBDIVISION. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITY AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTIRE RESPONSIBILITY FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED TO THE RESPECTIVE RIGHT OF HOLDERS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. ALL STREETS AND RIGHTS OF WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF ELIZABETH, COLORADO, IN FEE SIMPLE ABSOLUTE FOR PUBLIC USES AND PURPOSES.

 SIGNATURE

 OWNER/ENDORSEE

ATTEST
 SECRETARY

 SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF ____
 IN WITNESS MY HAND AND OFFICIAL SEAL

 NOTARY PUBLIC
 MY COMMISSION EXPIRES: _____

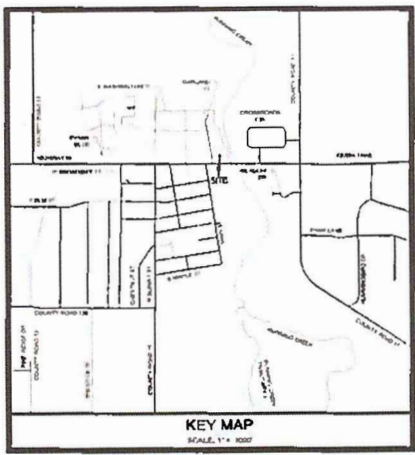
TITLE VERIFICATION

THE ALLIANT NATIONAL TITLE INSURANCE COMPANY DO HEREBY CERTIFY THAT THE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SAID LAND IS IN THE DEDICATOR'S FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

 (INITIALED SIGNATURE)

DATE: _____
 EMPLOYER NAME: _____

LAND USE CATEGORY:	AREA (ACRES +/-)	PRIMARY USE	SECONDARY USES	OWNER	MAINTENANCE RESPONSIBILITY
COMMERCIAL LOT 1	1.80	COMMERCIAL DEVELOPMENT	LANDSCAPING, DRAINAGE, UTILITIES	PRIVATE	PRIVATE
COMMERCIAL LOT 2	1.81	COMMERCIAL DEVELOPMENT	LANDSCAPING, DRAINAGE, UTILITIES	PRIVATE	PRIVATE
TRACT A	4.58	DEDICATED OPEN SPACE	EASEMENTS AS SHOWN	TOWN OF ELIZABETH	TOWN OF ELIZABETH
TOTAL:	8.19				



- GENERAL NOTES**
1. BASIS OF BEARINGS: CONSIDERING THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 7 TO HAVE AN ASSIGNED BEARING OF N89°32'17"E AND MONUMENTED AS SHOWN HEREON.
 2. THIS PROPERTY IS SUBJECT TO RESERVATIONS, EASEMENTS, COVENANTS AND EASEMENTS OF RECORD ON IN PLACE.
 3. THIS SURVEY IS BASED ON EXISTING MONUMENTS FOUND IN PLACE, AS SHOWN, DOCUMENTS OF RECORD AND THE TITLE COMMITMENT PROVIDED BY THE CLIENT.
 4. DATE OF SURVEY WAS JUNE 2018.
 5. THE LINES OF MEASUREMENT FOR THIS PLAT ARE IN SURVEY FEET WHICH IS EQUIVALENT TO ONE METER = 3.28 FEET.
 6. THE LOTS SHOWN ON THIS PLAT GENERALLY FOLLOW NATURAL TERRAIN AND CONTAIN NATURAL DRAINAGE DRAINS AND FLOW PATHS THAT CONVEY UPSTREAM STORM WATER RUNOFF ACROSS LOT BOUNDARIES. THEREFORE, THE OWNER OF THE UPPER LOTS HAS AN EASEMENT OVER LOWER LOTS FOR DRAINAGE OF SURFACE WATERS AND NATURAL DRAINAGE THROUGH THE DOWNSTREAM LOT. EXISTING DRAINAGE PATHS MAY BE ALTERED BUT SHALL PROVIDE FOR THE QUANTITY OF WATER TO PASS FROM THE UPSTREAM DRAINAGE AND NOT NEGATIVELY AFFECT DOWNSTREAM PROPERTIES. THE DEVELOPMENT OF A DOWNSTREAM NIP PLAN SHALL INCLUDE PERMANENT EASEMENTS FOR THE CONVEYANCE OF DRAINAGE.
 7. NO LOT WITHIN THIS SUBDIVISION SHALL BE BUILT UPON OR ANY IMPROVEMENTS CONSTRUCTED WITHIN A 100' WIDE 20' HIGH BUFFER ZONE AS REVERSED AND APPROVED BY THE TOWN OF ELIZABETH.
 8. TRACT A IS HEREBY DEDICATED TO THE TOWN OF ELIZABETH.
 9. CURRENT ZONING IS COMMERCIAL MEDIUM DENSITY.

BOARD OF TRUSTEES

THIS PLAT WAS APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO ON THE ____ DAY OF _____, 20____ FOR FILING. THE DEDICATIONS ARE HEREBY ACCEPTED.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, CURBS, GUTTERS, SEWERLINES, ROAD LIGHTS, ROAD SIGNS, FLOOD PROTECTION, EROSION CONTROL STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVISOR AND NOT THE TOWN OF ELIZABETH. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE ROADWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED AND AFTER THE MAINTENANCE PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS.

THIS ACCEPTANCE DOES NOT GUARANTEE THAT THE SOIL CONDITIONS, SURFACE, GEOLOGY, GROUNDWATER CONDITIONS, OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED.

 MAYOR TOWN OF ELIZABETH

 SIGNATURE

CLEEN AND RECORDER'S CERTIFICATE

STATE OF COLORADO
 COUNTY OF ELBERT 63
 I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ____ DAY OF ____ A.D. AT ____ A.M./P.M. AND WAS RECORDED AT RECEPTION NUMBER ____ BOOK ____ PAGE ____

 SIGNATURE
 COUNTY CLERK AND RECORDER

SURVEYOR'S CERTIFICATION

I, _____, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR BY THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRACT AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON JUNE 11, 2018 BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON THAT MATHEMATICAL CALCULATIONS SHOW AND LESS THAN 1/1000 RECORDING ERROR AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH RECORDATION, SUBDIVISION OR SURVEYING OF LAND AND ALL PROVISIONS WITHIN MY CONTROL OF THE TOWN SUBDIVISION REGULATIONS.

I ATTEST THE ABOVE ON THIS ____ DAY OF ____ 20____
 I, _____, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR
 PRINTED NAME: _____
 (SCALE)

CLEEN AND RECORDER'S CERTIFICATION

STATE OF COLORADO 164
 COUNTY OF ELBERT 1
 I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ____ DAY OF ____ A.D. AT ____ A.M./P.M. AND WAS RECORDED PER RECEPTION NUMBER ____ BOOK ____ PAGE ____

 NAME: _____
 ELBERT COUNTY CLERK AND RECORDER

2N CIVIL
 6 Northwest CLE Suite 115
 Englewood, CO 80112
 303.925.0544
 303.925.0547
 www.2ncivil.com

CLIENT
 ORTAL
 P.O. Box 1000
 Elbert, CO 80120

ISSUED DATE: 6-18-19
 PROJECT NUMBER: 18009
 SHEET 1 OF 2

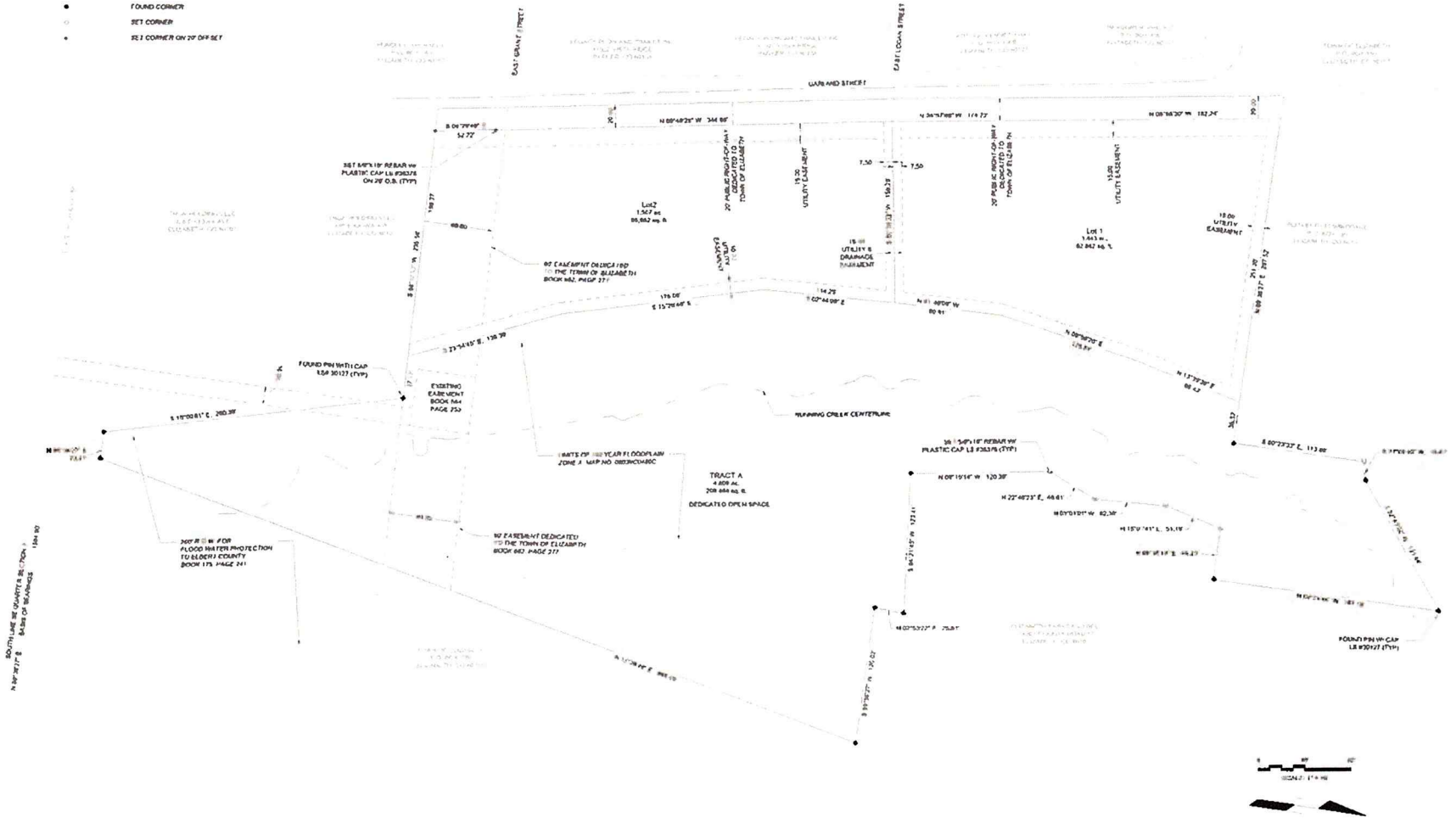
201934 B: 190 P: 423 KLS
 08/06/2019 10:46:13 AM Page: 4 of 32 R 168.00 D
 Dallas Schroeder Recorder, Elbert County, Co

SCARLETT CREEK MINOR SUBDIVISION

A REPLAT OF BROWN MINOR DEVELOPMENT LOT 1

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 3 RANGE 64 WEST OF THE 6TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO

- LEGEND
- EASEMENT
 - BOUNDARY
 - STREET CENTERLINE
 - CRICK CENTERLINE
 - ADJACENT PARCEL (DT, HT, ST)
 - SECTION CORNER
 - FOUND CORNER
 - SET CORNER
 - RE1 CORNER ON 20' OFF SET



	6 Inverness Ct. E. Suite 125 Englewood, CO 80112 303.925.0544 T 303.925.0547 F www.2ncivil.com	CLIENT OVERTA P.O. BOX 110288 ALDEN, CO 80004	ISSUED DATE: 6-16-19 PROJECT NUMBER: 18008 SHEET 2 OF 2
	BE CORNER SE1/4 OF SECTION 7		